

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, MARCH 25, 2020

5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

Assistant City Manager
Fire Chief
Police Chief
Director of Finance
Director of Human Resources
Director of Planning/Community Development
Director of Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
Danilo Batson
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**
- 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 II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.*

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 - 5:30 P.M.

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: Calleros v. City of Montebello

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: Gonzalez v. City of Montebello, Case No. BC682883

6. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 901 Via San Clemente
Agency: Rene Bobadilla
Negotiating Parties: Kix Soccer
Under negotiation: Terms of payment or price

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8
Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

REGULAR SESSION – 6:30 P.M.

9. INVOCATION

PLEDGE OF ALLEGIANCE

10. PRESENTATIONS:

a. RECOGNITION OF DANILO BATSON AND TOM BARRIO

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

12. CORRECTIONS TO THE AGENDA – CITY MANAGER

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

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

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

At this City Council meeting and consistent with the Governor’s Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public’s convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday, March 25, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, March 25, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City’s webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-office.html>.

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

- 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 of Item No. 16 and any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTER

- 16. PUBLIC HEARING: APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF CONDITIONAL USE PERMIT (“CUP”) 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A PROPOSED CONVENIENCE STORE LOCATED AT 2900 WEST BEVERLY BLVD., SUITE A&B.**

RECOMMENDATION: It is recommended that the City Council take one of the following actions:

- 1) Conduct a public hearing to consider all matters presented at the public hearing, uphold the Planning Commission denial of CUP 24-19, and direct staff to bring back a City Council Resolution containing findings supporting the Planning Commission's denial of CUP 24-19; or
- 2) Conduct a public hearing to consider all matters presented at the public hearing, adopt a resolution overturning the Planning Commission decision to deny CUP 24-19 and approving CUP 24-19, which would become effective after City Council's findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 – "Council decisions contrary to planning commission action"; and
- 3) Take such additional, related, action that may be desirable.

CONSENT MATTERS

17. ADOPT AND AUTHORIZE THE AWARD OF CONSTRUCTION FOR THE PAVING THE WAY - PILOT PROJECT (C.P. NO. 20-10)

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt Plans and Specifications for the Paving the Way Pilot Project, C.P. No. 20-10 for a cost up to \$5,429,434; and
- 2) Find that the project is compliant with Public Contracting Code Section 3400(c) (Attachment "1 & 2"); and
- 3) Find by a four-fifth (4/5) vote of the City Council that the City may dispense with regular bidding procedures because regular bidding procedures would be impractical, useless, or uneconomical because of the Pilot Project substantial savings pursuant to the Montebello Municipal Code Section 3.20.050(c); and
- 4) Authorize the City Manager to Award and Execute the Contract on Behalf of the City to Manhole Adjusting Inc., and
- 5) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA).

18. RESOLUTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

RECOMMENDATION: It is recommended that the City Council:

- 1) Adopt a Resolution pursuant to Government Code Section 37422 setting a date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assets for the regular meeting scheduled on May 27, 2020 at 6:30 PM;
- 2) Direct staff to prepare and publish the Resolution as required by Government Code Section 37422; and
- 3) Direct staff to prepare and mail a notice of the sale to customers of the Water System(s).

19. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3066 FOR CITY ENGINEERING SERVICES WITH INFRASTRUCTURE ENGINEERS FOR MONTH-TO-MONTH SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Fourth Amendment to the Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute on the City's behalf the Fourth Amendment allowing for month-to-month service extension of the Agreement, and
- 3) Authorize the City Manager to issue a Request for Proposals (RFP) for Engineering Services.

20. MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF MONTEBELLO FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES OF TRAVEL ANALYSIS MODEL

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Memorandum of Agreement ("MOA") between the San Gabriel Valley Council of Governments ("SGVCOG") and the City of Montebello for participation in the San Gabriel Valley Regional Vehicle Miles of Travel ("VMT") Analysis Model for an amount not to exceed \$14,855; and
- 2) Authorize the City Manager to execute the MOA on behalf of the City.

21. SECOND READING OF ORDINANCE AMENDING TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE TO ALLOW ELECTRIC FENCE TECHNOLOGY IN COMMERCIAL AND INDUSTRIAL ZONES - ZONE CODE AMENDMENT ("ZCA") 07-19.

RECOMMENDATION: It is recommended that the City Council:

Hold the second reading of the Ordinance (ZCA 07-19) Amending Title 17 of the Montebello Municipal Code to allow electric fence technology to be implemented within the City's Commercial and Industrial zones with development standards.

22. APPROVE SECOND AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH AVANT GARDE INC. AND MICHAEL BAKER INTERNATIONAL FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")/HOME INVESTMENT PARTNERSHIP ACT ("HOME") PROGRAM SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Second Amendment to the Professional Services Agreement for CDBG/HOME Program services with Avant Garde Inc. ("AGI") and authorize the City Manager to execute the Agreement on behalf of the City;
- 2) Approve a Second Amendment to the Professional Services Agreement for CDBG/HOME Program services with Michael Baker International ("Michael Baker") and authorize the City Manager to execute the Agreement on behalf of the City;
- 3) Authorize the City Manager to issue a Request for Proposals ("RFP") for CDBG/HOME Program Services.

23. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3419 WITH LEED ELECTRICAL FOR ON-CALL ELECTRICAL SERVICES

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 3419 for On-Call Electrical Services with Leed Electric, Inc.; and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

24. UPDATE TO SALARY RESOLUTION AND TABLE OF ORGANIZATION (POSITION LISTING)

RECOMMENDATION: It is recommended that the City Council:

Approve a resolution updating the compensation plan and table of organization (position listing).

25. UPDATE TO SALES TAX AUTHORIZED POSITIONS

RECOMMENDATION: It is recommended that the City Council:

Approve a resolution allowing certain City Officials and the City's independent sales tax auditor contractor access to receive and review sales and use tax transaction reports.

26. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MARCH 25, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed resolution approving the Warrant Register dated March 25, 2020.

27. PUBLIC ORALS – IF NEEDED

28. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

29. COUNCILMEMBER HADJINIAN

None.

30. MAYOR PRO TEM COBOS-CAWTHORNE

None.

31. COUNCILMEMBER JIMENEZ

None.

32. COUNCILMEMBER TORRES

None.

33. MAYOR MELENDEZ

None.

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

SUBMITTED BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: PUBLIC HEARING: Appeal of a Planning Commission decision of denial of Conditional Use Permit (“CUP”) 24-19 to allow alcohol sales (Type 20 License) within a proposed convenience store located at 2900 West Beverly Blvd., Suite A&B.

DATE: March 25, 2020

RECOMMENDATION:

It is recommended that the City Council take one of the following actions:

- (1) Conduct a public hearing to consider all matters presented at the public hearing, uphold the Planning Commission denial of CUP 24-19, and direct staff to bring back a City Council Resolution containing findings supporting the Planning Commission’s denial of CUP 24-19; or
- (2) Conduct a public hearing to consider all matters presented at the public hearing, adopt a resolution overturning the Planning Commission decision to deny CUP 24-19 and approving CUP 24-19, which would become effective after City Council’s findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 – “Council decisions contrary to planning commission action”; and
- (3) Take such additional, related, action that may be desirable.

BACKGROUND:

On August 6, 2019, the Planning Commission held a duly noticed public hearing and considered a proposal to allow the off-premise sale of beer and wine (Type 20 License) at a proposed 7-Eleven convenience store at 2900 West Beverly Blvd (the “Subject Property”) within the General Commercial (C-2) Zone. The Planning Commission concluded to deny the proposed application and established certain findings for denial for CUP 24-19, as outlined in Planning Commission approved Resolution No. 37-19.

On November 27, 2019, 7-Eleven, LLC (the “Applicant”) filed an appeal of the Planning Commission’s denial of CUP 24-19 seeking approval from the City Council to overturn the Planning Commission’s decision of denial.

On March 12, 2020, a Notice of Public Hearing was published in the Whittier Daily News and notices were also mailed to all property owners within 300 feet of the proposed business location (Please see Attachment A).

DISCUSSION:

The Subject Property is approximately 16,184 square feet and is located in the C-2 Zone with a General Plan Land Use Designation of Boulevard Commercial. The Subject Property is improved within an existing 6,900 square-foot multiple tenant building. The Applicant proposes a 2,892 square-foot 7-Eleven convenience store that will be located within two of the existing vacant spaces at the multi-tenant center and the Applicant submitted a Conditional Use Permit application (CUP 24-19) that would allow for the off-premise sale of beer and wine (Type 20 License) in connection with the operation of the proposed convenience store.

At the August 6, 2019 Planning Commission meeting, staff presented the staff report with a recommendation of approval and included a draft Resolution to approve CUP 24-19 (Please see Attachment D). The Planning Commission opened the public hearing and took testimony from the Applicant and the public. The Planning Commission raised questions regarding parking and the distance requirements for similar or like uses that were currently permitted for off-premise alcohol sales. Staff mentioned that the only limitation or restriction for alcohol licenses was the number within a census tract and the City has not surpassed the threshold limit for the current census tract (See Attachment C). The Planning Commission closed the public hearing, deliberated, and expressed concern regarding alcohol sales at the proposed location and the lack of on-site parking. Subsequently, the Planning Commission voted 4-0 to deny CUP 24-19. Please note that one commissioner was absent (See Attachment D).

REQUIRED FINDINGS:

Per the Montebello Municipal Code (“MMC”), Chapter 17.78.080 – Appeal of planning commission decision – Council to hear appeal, the City Council must make the same findings and consider the same criteria as required of the Planning Commission. Per Section 17.61.050 of the MMC, the City Council on appeal shall find that the proposed use is consistent with the purpose and intent of the Alcoholic Beverage Establishment of

the MMC and make the following findings in lieu of the findings required by Section 17.70.070:

That the proposed use:

- a. Is consistent with the purposes and intent of Chapter 17.61 – Alcoholic Beverage Establishments – of the Montebello Municipal Code.

The subject site is zoned for commercial uses and will continue to be utilized as such with the new convenience store. The proposed sale of beer and wine for off-site consumption would complement the new convenience store operated by 7-Eleven and would occupy a space within an existing commercial space that is currently vacant. The operator would install advanced security equipment that includes indoor/outdoor circuit cameras with audio capabilities and colored monitors to enhance security measures for the surrounding area. In addition to the sale of beer and wine for off-site consumption, the operator is committed to providing healthy fresh food delivered daily. These amenities would promote and preserve a healthy environment consistent with Chapter 17.61 of the MMC.

- b. Would not adversely affect the general welfare of the surrounding property owners;

The approval of the conditional use request will not adversely affect the general welfare of the community. The property is zoned for commercial use and will continue to be utilized as such with the subject convenience store. With oversight from the California Department of Alcoholic Beverage Control and conditions which have been imposed upon the convenience store as well as the subject site, the project will be compatible with the character of the immediate neighborhood.

- c. Would not result in an undesirable concentration of premises for the sale of alcoholic beverages in the area in light of the findings set forth below.

The subject request would allow the sale of beer and wine for off-site consumption. Pursuant to Condition No. 41, the operator would be required to acquire one additional alcohol license within the City of Montebello within two years of the effective date of the conditional use permit with the option for a one year extension. Nevertheless, the subject site is located within a census tract that is statutorily “over concentrated.” Please note that 7-Eleven would

offer a different mix of merchandize including healthy selection of grab and go food options.

- d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities.

The subject site is zoned for commercial uses and will continue to be utilized as such with the new convenience store. As mentioned above, 7-Eleven would offer a variety of snacks, including healthy food options, and a variety of medicines to serve the local community. Sensitive uses located within 600-feet include Ashiya Park and Temple B'nai Emet. These sensitive uses are buffered by other business establishments and public streets. The security measures, lockable cooler doors and conditions of approval would help mitigate any potential concerns associated with the new convenience store.

- e. Would not aggravate existing problems created by the sale of alcohol (e.g. littering, loitering, noise, public drunkenness, calls for service, and sales to minors); and

The proposed Project would not aggravate existing problems created by the sale of alcohol. There will be added food amenities including healthy food options at a currently underutilized vacant commercial space. In addition, 7-Eleven is committed to becoming a community partner by donating fresh bottled water pallets to local high school athletic programs as well as contributing toward educational effort targeting youth crime prevention. Furthermore, 7-Eleven would install a surveillance system surrounding the building with indoor and outdoor closed circuit cameras with audio capabilities, silent alarm system, and colored high definition monitors. Additional lighting will be installed in the parking lot as part of upgrades to the landscaping and façade of the commercial center for customer and community safety. Adequate checks will be implemented through a point of sale system on all age restricted products. In addition, the conditions of approval will help mitigate any issues associated with the proposed sale of beer and wine for off-site consumption.

APPEAL OF PLANNING COMMISSION DECISION OF DENIAL OF CONDITIONAL USE PERMIT NO. CUP 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A PROPOSED CONVENIENCE STORE LOCATED AT 2900 W. BEVERLY BLVD., SUITE A&B.
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- f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

There are 12 elements of the General Plan. Each of these elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The Land Use Element of the City's General Plan designates the subject site as Boulevard Commercial (B-C) land uses with corresponding commercial zones. The subject site is zoned C-2 and the proposed use conforms to the following objectives of the General Plan: Objective No. 3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Commercial #1, "Commercial development in the City should be sited in appropriate locations according to need," and Commercial Policy #4. "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City"; therefore, the proposed Project is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of the Zoning Code because the Project site currently consists of vacant underutilized commercial space, and the Project will occupy the existing vacant commercial space and provide a service to the community while bringing tax revenues to the City.

Staff is requesting this City Council conduct a public hearing to consider all matters presented and either (1) adopt a resolution upholding the Planning Commission's denial of CUP 24-19; or (2) adopt a resolution overturning the Planning Commission's decision to deny CUP 24-19 and approve CUP 24-19, which as presented, would become effective after the City Council's findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter as required under MMC 17.78.130.

It should be noted that should this City Council consider reversing the Planning Commission's decision to deny CUP 24-19 and approve CUP 24-19, staff is recommending additional conditions of approval that may address some of the concerns raised by the Planning Commission during its August 6, 2019 public hearing. The additional conditions are shown in double underline in the enclosed Attachment "A" and are listed as follows:

1. The applicant and operator shall prepare and submit a quarterly project compliance report. This report is due quarterly for the first three years of operation and annually during the first quarter of the year every three years thereafter. The

APPEAL OF PLANNING COMMISSION DECISION OF DENIAL OF CONDITIONAL USE PERMIT NO. CUP 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A PROPOSED CONVENIENCE STORE LOCATED AT 2900 W. BEVERLY BLVD., SUITE A&B.

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compliance report must be submitted to the Director of Planning and Community Development to demonstrate compliance with the Conditional Use Permit.

2. The applicant and operator shall acquire one additional alcohol license within the City of Montebello within two years of the effective date of the Conditional Use Permit. A one-year extension would be allowed to comply with this condition.
3. The property owner shall prepare and submit a landscape plan for review and approval by the Planning and Community Development Department within six months of the effective date of the Conditional Use Permit. The landscape plan shall include enhancements to the parking area and perimeter of the subject property and must be approved within the first year of operation.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (“CEQA”):

In addition to the above-referenced findings, this City Council must also approve and adopt a CEQA Categorical Exemption, Class 1 (“Existing Facilities”) for the Project, in accordance with CEQA Guidelines Section 15301, based on the following findings:

1. The Project is Categorically Exempt per Section 15301 (Existing Facilities) because Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and none of the exceptions set forth under CEQA Guidelines Section 153002.2 apply. In this case, the permitted convenience store would include the off-site sale of beer and wine (Type 20 License) within a 7-Eleven. The Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designations and regulations. No General Plan Amendment or Zone Change will be required to accommodate the proposed Project; and
2. The Project involves negligible expansion of use to the permitted convenience store and no expansion of the physical structure or floor area in the existing commercial structure.

FISCAL IMPACT

There is no fiscal impact to the General Fund

**APPEAL OF PLANNING COMMISSION DECISION OF DENIAL OF CONDITIONAL USE
PERMIT NO. CUP 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A
PROPOSED CONVENIENCE STORE LOCATED AT 2900 W. BEVERLY BLVD., SUITE A&B.**
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ATTACHMENT(S)

- A. Proposed Resolution reversing the Planning Commissions' denial of CUP 24-19
- B. Public Hearing Notice
- C. Planning Commission Packet dated August 6th, 2019
- D. Planning Commission Minutes of August 6th, 2019 Planning Commission Meeting
- E. Planning Commission Resolution No. 37-19
- F. Notice of CEQA Exemption

ATTACHMENT A

RESOLUTION NO.

**RESOLUTION OF THE PLANNING COMMISSION OF THE
CITY OF MONTEBELLO REVERSING THE DECISION OF
THE PLANNING COMMISSION DENYING CONDITIONAL
USE PERMIT (CUP 24-19) TO ALLOW THE SALES OF
ALCOHOL (TYPE 20 LICENSE) WITHIN A NEW
CONVIENENCE STORE LOCATED AT 2900 WEST
BEVERLY BOULEVARD, SUITE A-B**

WHEREAS, Conditional Use Permit (CUP 24-19) application was received and accepted;

WHEREAS, CUP 24-19 would allow sales of alcohol (type 20 License) within a new convenience store located at 2900 West Beverly Boulevard, Suite A-B;

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project;

WHEREAS, CUP 24-19 is considered a "project," as per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301, Class 1 (Existing Facilities); and

WHEREAS, a duly notice public hearing on the proposed Project was held on August 6, 2019, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other maters presented at the public hearing and included in the record for this matter; and

WHEREAS, at the August 6, 2019 public hearing, the Planning Commission denied CUP 24-19; and

WHEREAS, an appeal was filed by the applicant in a timely manner and this City Council is now required to hold a public hearing and make the same findings and consider the same criteria as required of the Planning Commission; and

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

NOW, THEREFORE, the City Council of the City of Montebello hereby resolves, finds, and declares as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. The City Council hereby reverses the decision of the Planning Commission denying CUP 19-24 and approves CUP 19-24 based on the findings below.

SECTION 3. The City Council approves and adopts a CEQA Categorical Exemption, Class 1 ("Existing Facilities") for the Project, in accordance with CEQA Guidelines Section 15301, based on the following findings:

1. The Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designations and regulations. No General Plan Amendment or Zone Change will be required to accommodate the proposed Project; and
2. The Project involves negligible expansion of use to the current restaurant use and no expansion of the physical structure or floor area in which the use is operating.

SECTION 4. That the City Council hereby finds and declares as follows:

1. The proposed use conforms with the City of Montebello General Plan Land Use Element, Goal 1, "[T]o formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective #3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Commercial #1, "Commercial development in the City should be sited in appropriate locations according to need," and Commercial Policy #4. "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City"; because the Project site is currently vacant underutilized space, and the Project will occupy the existing commercial space and provide a service to the community while bringing tax revenues to the City.
2. Pursuant to Montebello Municipal Code, Title 17, Section 17.61.050, the proposed Project:

- a. Is consistent with the purposes and intent of Chapter 17.61 – Alcoholic Beverage Establishments – of the Montebello Municipal Code.

The subject site is zoned for commercial uses and will continue to be utilized as such with the new convenience store. The proposed sale of beer and wine for off-site consumption would complement the new convenience store operated by 7-Eleven and would occupy a space within an existing commercial space that is currently vacant. The operator will install advanced security equipment that includes indoor/outdoor circuit cameras with audio capabilities and colored monitors to enhance security measures for the surrounding area. In addition to the sale of beer and wine for off-site consumption, the operator is committed to providing healthy fresh food delivered daily. These amenities would promote and preserve a healthy environment consistent with Chapter 17.61 of the MMC.

- b. Would not adversely affect the general welfare of the surrounding property owners;

The approval of the conditional use request will not adversely affect the general welfare of the community. The property is zoned for commercial use and will continue to be utilized as such with the subject convenience store. With oversight from the California Department of Alcoholic Beverage Control and conditions which have been imposed upon the convenience store as well as the subject site, the project will be compatible with the character of the immediate neighborhood.

- c. Would not result in an undesirable concentration of premises for the sale of alcoholic beverages in the area in light of the findings set forth below.

The subject request would allow the sale of beer and wine for off-site consumption. Pursuant to Condition No. 41, the operator would be required to acquire one additional alcohol license within the City of Montebello within two years of the effective date of the conditional use permit with the option for a one year extension. Nevertheless, the subject site is located within a census tract that is statutorily “over concentrated.” It is noted that 7-Eleven would offer a different mix of merchandize including healthy selection of grab and go food options.

- d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with

respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities.

The subject site is zoned for commercial uses and will continue to be utilized as such with the new convenience store. As mentioned above, 7-Eleven would offer a variety of snacks, including healthy food options, and a variety of medicines to serve the local community. Sensitive uses located within 600-feet include Ashiya Park and Temple B'nai Emet. These sensitive uses are buffered by other business establishments and public streets. The security measures, lockable cooler doors and conditions of approval would help mitigate any potential concerns associated with the new convenience store.

- e. Would not aggravate existing problems created by the sale of alcohol (e.g. littering, loitering, noise, public drunkenness, calls for service, and sales to minors); and

The proposed Project would not aggravate existing problems created by the sale of alcohol. There will be added food amenities including healthy food options at a currently underutilized vacant commercial space. In addition, 7-Eleven is committed to becoming a community partner by donating fresh bottled water pallets to local high school athletic programs as well as contributing toward educational effort targeting youth crime prevention. Furthermore, 7-Eleven would install a surveillance system surrounding the building with indoor and outdoor closed circuit cameras with audio capabilities, silent alarm system, and colored high definition monitors. Additional lighting will be installed in the parking lot as part of upgrades to the landscaping and façade of the commercial center for customer and community safety. Adequate checks will be implemented through a point of sale system on all age restricted products. In addition, the conditions of approval will help mitigate any issues associated with the proposed sale of beer and wine for off-site consumption.

- f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

There are 12 elements of the General Plan. Each of these elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The Land

Use Element of the City's General Plan designates the subject site as Boulevard Commercial (B-C) land uses with corresponding commercial zones. The subject site is zoned C-2 and the proposed use conforms to the following objectives of the General Plan: Objective No. 3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Commercial #1, "Commercial development in the City should be sited in appropriate locations according to need," and Commercial Policy #4. "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City"; therefore, the proposed Project is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of the Zoning Code because the Project site currently consists of vacant underutilized commercial space, and the Project will occupy the existing vacant commercial space and provide a service to the community while bringing tax revenues to the City.

SECTION 5. The City Council finds and declares that the foregoing conditions of approval are necessary and appropriate, and therefore adopts and imposes such conditions on the Project:

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
3. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP24-19).

4. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP24-19) if sufficient cause is given.
5. Any change in ownership, lease and/or any other change should be given written notice to the Director of Planning and Community Development prior to the change.
6. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
7. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.
8. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
9. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
10. The property owner shall have all graffiti on-site removed within 24 hours of its appearance.
11. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents because of lights, noise, activities, parking or other actions.
12. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
13. No loitering in the parking area and shall control noisy patrons leaving the location. Signs shall be posted notifying customers of the courtesy to adjacent residential uses. The size, content, and location of the sign(s) are subject to the review and

approval of the Director of Planning and Community Development prior to installation.

14. All business operators shall take the necessary steps to assure the orderly conduct of employees, patrons, and visitors on the premises.
15. The establishment shall maintain all required permits and/or licenses for the sale of beer and wine in good standing.
16. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.
17. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
18. The approval of this Conditional Use Permit (CUP24-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of an ABC license to the applicant.
19. The approval of this Conditional Use Permit (CUP24-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.
20. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
21. The premises shall be kept clean, and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or public right-of-way.
22. If at any time, a litter problem arises, the Director of Planning and Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

23. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
24. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
25. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
26. No pay telephone(s) on the exterior of the premises.
27. Exterior storage of any kind shall be prohibited.
28. No alcohol shall be consumed on the premises.
29. That no signs shall be installed on the site until a sign permit has been issued
30. The Planning Commission and the City Council on appeal shall have the right to impose additional conditions for the protection of the public health, safety, and welfare.
31. The following Mandatory Conditions of Approval for on-sale alcoholic beverage establishments (Section 17.61.080) shall be met, where applicable to the said use.
 - a. Any off-sale alcoholic beverage establishments seeking to sell or store motor fuels on the same premises as alcoholic beverages shall comply with the following conditions:
 - b. No beer or wine shall be displayed within five feet of the cash register or the front door unless it is in a permanently affixed cooler.
 - c. No advertisements of alcoholic beverages shall be displayed at motor fuel islands and no self-illuminated advertising for alcoholic beverages shall be located on buildings or windows.

- d. No sale of alcohol beverages shall be made from a drive-up window.
- e. No display or sale of beer or wine shall be made from an ice tub.
- f. Employees on duty between the hours of ten p.m. and two a.m. shall be at least twenty-one years of age to sell beer and wine.
- g. The permittee at all times shall comply with all terms and provisions of the license issued by the State Department of Alcoholic Beverage Control and/or the terms and provisions of the Alcoholic Beverage Control Act.
- h. No sale of single containers of beer and/or wine coolers shall be made.
- i. In addition to the conditions enumerated above, additional conditions may be imposed by city staff.
- j. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
- k. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.
- l. The sorting of empty bottles and other recyclable products shall be limited to the hours between eight a.m. to nine p.m. daily.
- m. That the sale of alcoholic beverages for consumption on premises shall be prohibited and appropriate posting of signs

stating that drinking on the premises is prohibited by law shall be posted both inside and outside the establishment. The premises shall include the establishment proper and/or the appurtenant common area if located in a commercial center.

- n. That special security measures such as burglar alarm systems as specified by the police department may be required.
- o. That exterior public telephones that permit incoming calls may not be located on the premises.
- p. That exterior storage of any kind shall be prohibited.
- q. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
- r. That paper or plastic cups shall not be sold or given away in quantities less than their usual and customary packaging.
- s. That no signs shall be installed on the site until a sign permit has been approved by the building and safety division and the planning department in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

32. Per Section 9.04.010 of the Montebello Municipal Code, no person shall drink any intoxicating liquor in or upon any public street or public place within the city. Signs shall be posted on the premises both inside and outside, citing Section 9.04.010 of the Montebello Municipal Code.

33. Premises shall be kept clean and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or public right-of-way.

34. The management of any establishment selling alcohol shall take the necessary steps to assure the orderly conduct of employees, patrons and visitors on the premises.

35. The owner of the establishment shall maintain all required permits and/or licenses for the sale of alcoholic beverages in good standing.
36. No person shall sell alcoholic beverages for on-premises consumption if there has been any lapse or breach in the good standing of any one or more of the permits and/or licenses required for such sale.
37. In addition to the conditions enumerated above, any other condition may be imposed by city staff.
38. There shall be no exterior advertising of any kind or interior window signage visible from the exterior, advertising the sale of alcoholic beverages.
39. No alcoholic beverages shall be stored, maintained, displayed or sold from an ice tub.
40. Beer, malt liquor, wine cooler and any other similar type of alcoholic beverage shall be sold and purchased in minimum quantities of 6 or more, except that wine coolers may be sold and purchased in minimum quantities of 4 or more. The applicant shall not display, offer for sale or sell single units of such alcoholic beverages in any size. Further, the applicant shall not store, maintain, display, and offer to sell or sell the following sized containers of such alcoholic beverages: 32 ounces, 40 ounces, 64 ounces or greater.
41. The subject alcoholic beverage license shall not be exchanged for any other type of on-sale license.
42. Before the location opens, all employees who will sell alcoholic beverages shall be required to attend either ABC LEAD training or a comparable in-house training program approved by the Director of Community Department. If the employees are hired after the location is open, they shall be required to attend LEAD training or the approved in-house training within thirty (30) days of their hire date.
43. The sale of alcoholic beverages shall be limited between the hours of 6:00 a.m. to 2:00 a.m. Monday through Sunday. During the hours that the sale of beer and wine are not permitted the coolers must be locked to prohibit customers from purchasing alcohol.
44. The applicant shall post a permanent sign or signs complying with 16-31 PC, "Possession of Opened Alcoholic Beverages containers on the premise is

prohibited by law. The sign or signs shall be posted in areas that are clearly visible to patrons at all times.

45. The applicant and operator shall prepare and submit a quarterly project compliance report. This report is due quarterly for the first three years of operation and annually during the first quarter of the year every three years thereafter. The compliance report must be submitted to the Director of Planning and Community Development to demonstrate compliance with the Conditional Use Permit.
46. The applicant and operator shall acquire one additional alcohol license within the City of Montebello within two years of the effective date of the conditional use permit. A one-year extension would be allowed to comply with this condition.
47. The property owner shall prepare and submit a landscape plan for review and approval by the Planning and Community Development Department within six months of the effective date of the Conditional Use Permit. The landscape plan shall include enhancements to the parking area and perimeter of the subject property and must be approved within the first year of operation.

SECTION 6. Council decisions contrary to Planning Commission Action. Per MMC 17.78.130, if the decision of the City Council is in any way contrary to the action taken by the Planning Commission, including a decisions regarding the approval or denial of a conditional use permit (MMC 17.70.140), the City Council is required to refer its findings to the Planning Commission and request a further report of the Planning Commission on the matter. Failure of the Planning Commission to report to the City Council within forty (40) days after reference may be deemed to be approval by the Planning Commission.

SECTION 7. The City Council's decision reversing the Planning Commission's decision denying CUP 24-19 and approving CUP 24-19 shall go into effect upon the earlier date of: (i) the Planning Commission issues a further report to the City Council; or (ii) forty days after the City Council refers its findings. (MMC 17.78.130).

PASSED AND ADOPTED this ____ day of March, 2020 by the Planning Commission.

AYES:

NOES:

ABSENT:

ABSTAIN:

Salvador Melendez, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold Alvarez-Glasman, City Attorney

ATTACHMENT B



NOTICE OF PUBLIC HEARING CITY OF MONTEBELLO CITY COUNCIL

NOTICE TO CONSIDER AN APPEAL OF PLANNING COMMISSION DECISION OF DENIAL OF A CONDITIONAL USE PERMIT FOR ALCOHOL SALES AT 2900 W. BEVERLY BLVD.

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the "City Council") will hold a public hearing to consider an appeal submitted by 7-Eleven, Inc. of the decision of the Planning Commission to deny Conditional Use Permit No. 24-19 that would allow the off-premises sale of beer and wine (Type 20 License) at 2900 West Beverly Boulevard, Montebello, CA 90640.

HEARING INFORMATION:

Date: Wednesday, March 25, 2020
Time: 6:30 p.m.
Place: City Hall Council Chambers
1600 W. Beverly Blvd.
Montebello, CA 90640

PROJECT DESCRIPTION AND LOCATION: The City Council will consider the appeal of the Planning Commission decision to deny Conditional Use Permit No. 24-19 to allow the off-premises sale of beer and wine (Type 20 License) at a proposed 7-Eleven convenience store at 2900 West Beverly Boulevard (APN 5267-027-029) within the C-2 General Commercial Zone.

APPLICANT: 7-Eleven, Inc.

OWNER: Alina, LLC

ENVIRONMENTAL: In accordance with the California Environmental Quality Act ("CEQA"), and based on the whole of the record, the Project is exempt from CEQA pursuant to State CEQA Guidelines § 15301 (Existing Facilities).

GENERAL INFORMATION: This notice is provided in accordance with Government Code Sections 65867, 65090 and 65091. Public comments or questions about the proposed project may be submitted to the City Clerk's Office by mail, at 1600 W. Beverly Blvd., City of Montebello, or email at: lguzman@cityofmontebello.com. All communications to the City Clerk or the City Council regarding this matter are considered public record and will become part of the City's files and records.

Please be advised that, pursuant to the California Government Code, the failure of an individual to appear and comment at the hearing, and/or to submit written comments on this matter, may preclude the individual from subsequently bringing a legal challenge to any action taken by the City after the hearing.

Further information is available by contacting the City Clerk at lguzman@cityofmontebello.com or Joseph Palombi in the Planning Division at jpalombi@cityofmontebello.com.

Dated: March 5, 2020
Publish: March 12, 2020

ATTACHMENT C



STAFF REPORT

Public Hearing 8A

TO: Honorable Chair and Planning Commissioners

DATE: August 6, 2019

FROM: Matthew Feske, Planning Manager

BY: Michael Donovan, Planning Intern

SUBJECT: Conditional Use Permit (CUP24-19) application to allow alcohol sales (Type 20 License) within a convenience store located at 2900 West Beverly Blvd., Suite A&B.

RECOMMENDATION:

Conduct a public hearing and upon conclusion adopt a Resolution approving Conditional Use Permit (CUP24-19) with conditions to allow alcohol sales (Type 20 License) within a new store located at 2900 West Beverly Boulevard., Suite A&B.

PROJECT/APPLICANT INFORMATION

Project Location: 2900 West Beverly Boulevard., Suite A - B

Project Applicant: 7-Eleven, Inc.

Property Owner: Alina, LLC

General Plan Designation: Commercial Boulevard

Zoning: C-2 (General Commercial)

Existing Use on Property: Multi-tenant building

SURROUNDING LAND USE

Direction	Zone	Land Use
North	C-2	Commercial/Retail/Restaurants
South	C-2	Commercial/Retail/Restaurants
East	R-3	Multiple Family Residential
West	C-2	Commercial/Retail/Restaurants

BACKGROUND

The project site is located within the C-2 (General Commercial) zone. The project site is improved within an existing multiple tenant building.

The applicant proposes to sell alcohol which requires a Conditional Use Permit and the license

type 20 for the off-sale of beer and wine will be reviewed and issued by the California State agency, Department of Alcohol and Beverage Control (ABC).

ANALYSIS

GENERAL PLAN

The proposed project conforms with the Montebello General Plan, Land Use Element in that the proposed use will provide additional amenities for an existing business that will increase the taxable revenue from these properties to the City.

Goal #1: [T]o Formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development. Objective #3: "cluster" type commercial development is preferential to proliferation of strip commercial. Commercial Policy #4: The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City.

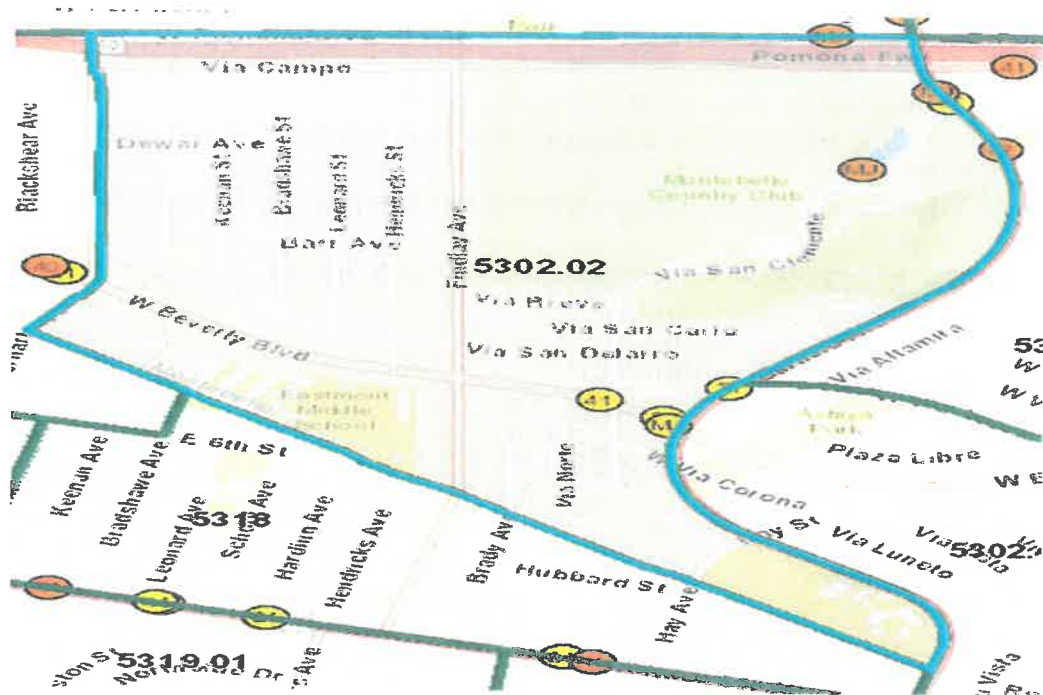
MONTEBELLO MUNICIPAL CODE (MMC)

Pursuant to Section 17.61.030 of the Montebello Municipal Code, Conditional Use Permit approval is required for the sale of alcohol. The said code section states, "....no place where alcohol beverages are sold, served or given away as a normal course of business for on-sale consumption, shall be established without first obtaining a conditional use permit from the city of Montebello." The proposed alcohol sales would be an ancillary use to the existing restaurant use, and alcohol sales would be permitted with a Conditional Use Permit.

ALCOHOL BEVERAGE CONTROL (ABC)

ABC – Number of Licenses Authorized by Census Tract

County Name	Population	Ratio On Sale	Ratio Off Sale	Census Tract #	Census Tract Population	On Sale	Off Sale	Existing On Sale	Existing Off Sale
Los Angeles	10,283,729	987	1618	5302.02	4063	4	2	3	1



LICENSE NUMBER	STATUS	LICENSE TYPE	PREMISES ADDRESS	BUSINESS NAME
67632	ACTIVE	47	901 Via San Clemente	Quiet Cannon
359648	ACTIVE	48	2915 W Beverly Blvd	Chico
380370	ACTIVE	41	3017 W Beverly Blvd	Ginas Pizza
30708	ACTIVE	21	2924 W Beverly Blvd	Super A Foods

Findings

The proposed alcohol sales would not exceed the allotted Off Sale ABC Licenses Types and will not require the Planning Commission to make a finding of public convenience or necessity.

CEQA

The Conditional Use Permit (CUP24-19) application is considered a "project," per the California Environmental Quality Act definition of a "project." The project is Categorically Exempt per Section §15301 (a) (Existing Facilities) because Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination such as interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

PUBLIC COMMENTS RECEIVED

Pursuant to Section 17.61.040 (Increased Public Notification Requirements) of the MMC, the following noticing was performed:

- Public Hearing Noticing was published in the newspaper on July 25, 2019;
- Public Hearing Notice was mailed on July 25, 2019:
 - Mailed to occupants of buildings within five hundred feet of the site boundaries;
and
 - Mailed to all property owners within three hundred feet of the site boundaries.

Staff has not received any public comments regarding the project, as of the writing of this report.

FISCAL IMPACT

None

ATTACHMENT(S)

- A. Draft Resolution
- B. Public Hearing Notice



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

CONDITIONAL USE PERMIT APPLICATION FOR ALCOHOL SALES

Project Address: 2900 W Beverly Blvd., Montebello, CA 90640 Case #

NUMBER AND TYPE OF ABC LICENSE REQUESTED: TYPE 20 Off-Sale Beer and Wine

DESCRIPTION OF REQUEST:

A separate description and set of findings must be submitted for each Conditional Use Permit request. This Conditional Use Permit request is to:

Request to allow a proposed 2,892 S.F. 7-Eleven convenience store operating 24 hours daily with

Beer and wine from 6am -2am daily. Currently site is divided into 6 small shops, two currently vacant for some time

and the other four are one pizza restaurant, T Mobile and two tax stores. proposed to combine two vacant into one retail shop

within a multi-tenant building.

FINDINGS:

The applicant must thoroughly respond to the six directives below to make the required findings for the proposed project. A separate set of responses to these findings must be submitted for each Conditional Use Permit request. Use additional sheets if more space is necessary to complete your response. The City's Zoning Code and General Plan are available at City Hall. The Zoning Code is also available at www.cityofmontebello.com

- 1) Describe how the site for the proposed use would not adversely affect the general welfare of the surrounding property owners.

Please see attached findings.

- 2) Describe how the proposed use would not result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area.

Please see attached findings.

- 3) Describe how the proposed use would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities.

Please see attached findings.

- 4) Describe how the proposed use would not aggravate existing problems created by the sale of alcohol (e.g. littering, loitering, noise, public drunkenness, calls for service, and sales to minors).

Please see attached findings.

- 5) Describe how the proposed use is in conformance with the goals, policies, and objectives of the General Plan and the purpose and intent of this code and any applicable specific plan.

Please see attached findings.

- 6) Describe how the proposed use serves the public convenience or necessity. This response shall only be necessary for conditional use permit application proposals that the State Department of Alcoholic Beverage Control determines are located in an area of undue concentration as defined by State law (California Business and Professions Code Section 23958.4.). Factor used to determine public convenience or necessity may include:

- Whether the proposed use will result in a net employment gain in the City (especially of local residents);
 - Whether the proposed use will result in a substantial increase in business taxes;
 - Whether the proposed establishment is a unique business addition to the community;
 - Whether the proposed use will contribute to the long-term economic development goals of the community;
 - Whether the aesthetic character and ambiance of the proposed use will result in an overall positive upgrade in the area and community; and
 - The viability of the business to operate profitably without alcohol sales.
-
-

Please see attached findings.

SUPPLEMENTARY FINDINGS:

In addition to the findings listed above, the applicant must thoroughly respond to the three findings listed below if the C.U.P. application includes the establishment of any outdoor patio and/or patio seating area. Use additional sheets if more space is necessary to complete your response:

- 1) Describe how the proposed outdoor patio and/or patio seating area is accessory to the establishment.

N/A Off-sale Type 20

- 2) Describe how the proposed establishment, maintenance or operation of the accessory outdoor patio and/or patio seating area will not be detrimental to the health, safety, peace, comfort and

general welfare of persons in the neighborhood or injurious to property or improvements in the area.

N/A off-sale Type 20

- 3) Describe how the proposed accessory outdoor patio and/or patio seating area will not eliminate any required on-site parking, interfere with public easements, and will comply with all applicable regulations of the Montebello Municipal Code.

N/a Off-sale Type 20

LIST AND MAPS OF OTHER BUSINESSES:

ALL alcohol related Conditional Use Permits must provide the following information:

- 1) Provide a map that illustrates the location of all schools (public or private), parks, playgrounds, recreational facility, or other similar uses that are within 1,000 feet of the project site.
- 2) List by name and address all establishments that sell alcohol for on-site and off-site consumption within a 300-foot radius of the project site. Use additional sheets if necessary. Also, provide a map detailing the location of the following uses with respect to the subject site.

Address	Business Name	On or Off-Site Sales
2924 W Beverly Blvd	Super A Foods	Off-sale
2924 W Beverly Blvd	Chico	On-Sale

**Land Use Justification
Conditional Use Permit
2900 W Beverly Blvd
Montebello, CA 90640**

Purpose of Request:

Conditional Use Permit to allow the sale of a Beer and Wine for off-site consumption only; in conjunction with a proposed 2,892 S.F. 7-Eleven convenience market; with the hours of operation being 24 hours daily.

CONDITIONAL USE PERMIT APPLICATION FOR ALCOHOL SALE FINDINGS

A. Conditionally Permitted: The use is conditionally permitted within the subject zone and complies with intent of all applicable provisions of this zone.

- i. That the project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city, or region.

This newly developed market is ideally situated to serve the population of residents, workers and shoppers in this part of the City. Their wide selection of items to choose from this will continue to enhance the surrounding neighborhood. The sale of beer and wine is a logical extension of their current offering and will prove valuable to a clientele looking for a broader range of beverage choices, thereby providing a benefit to the community.

- 1. Describe how the site for the proposed use would not adversely affect the general welfare of the surrounding community:** The sale of beer and wine incidental to a convenience store that provides a variety of products over 2,500 that serve those who live and work nearby will permit them to patronize a neighborhood establishment rather than driving elsewhere. The convenience store will also offer packaged items, fresh food, hot food, dairy products, fruits, vegetables, meats, breads, coffee station, beauty products and other essential products used for daily living. 7-Eleven pride themselves on their new image, being the neighborhood market and making a tremendous investment into the communities they serve. The newly proposed site and improvements will only enhance and benefit the surrounding uses. This location will have state of the art security cameras and crime deterrence program that will help ensure the peace, comfort and welfare of the surrounding community. The approval of this project will allow the applicant to offer the community a variety of products at one convenient stop. The conditions of approval will ensure that the use is maintained as a market with beer and wine as an incidental use. Given the urbanized location and encouraged mix of residential, commercial, retail, and entertainment in the area, 7-Eleven market will enhance the aesthetic environment and improve the corner by providing a continuing well-lit corner and a merchant presence on the site.

In addition, the site will encourage and bring in other merchants to the area and thus revitalize the surrounding area. The off-site of alcoholic beverages with the conditions of approval imposed by the City of Montebello promotes a diverse economy base and long-term economic contribution to the surrounding area. Residential zoned properties are buffered from site and sound of other surrounding businesses. In addition, major streets, sidewalks landscaping with scrubs, and trees separate this location. The building is designed to face away from residential uses and lighting is illuminated not to shine or disturb these residential uses nearby. The operation of the proposed use will provide a viable use, which residents and employees within the immediate area can benefit from. 7-Eleven market is appropriate in terms of the surrounding uses and will offer a well-lit location for patrons to shop and feel safe.

2. Describe how the proposed use would not result in an undesirable concentration of premises for the sale of alcoholic beverages, including beer and wine, in the area.

Thus, in this case, the fact that the census tract in which 7 - Eleven's site is located is statutorily "over concentrated" does not mean that selling a small amount of beer and wine in a newly market will have adverse impacts. Rather, it simply means that the City of Montebello must find that either public convenience or public necessity will be served by the sale of beer and wine at the site. As demonstrated below, permitting the sale of beer, and wine at this site will clearly satisfy this standard, and the City of Montebello should grant 7 - Eleven's application. Selling beer and wine at this location will benefit the community surrounding the site by providing a close, convenient, and safe place to make purchases. Concentration issues are a relatively minor factor that does not justify a negative finding of PC or N for this site. Moreover none of the surrounding area will be adversely affected. In addition, 7Eleven offers a different mix of merchandise that services the surrounding community for all their needs and different work schedules or late night sick children.

3. Describe how the proposed use would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities. 7Eleven will be a benefit to the local medical facilities within the immediate area. We have a mix of merchandise that offers a variety of medicines for coughs and colds that are offered 24 hours daily. We have one Park and one Temple at 600 feet that we just touch right at 600 feet. The uses are separated by other businesses, streets and residential properties. Our store faces away from these uses. Our in-house security measures, lockable cooler doors and conditions of approval will help mitigate any concern.

4. **Describe how the proposed use would not aggravate existing problems created by the sale of alcohol (e.g. littering, loitering, noise, public drunkenness, calls for service, and sales to minors).** A. 7-Eleven will install a surveillance system surrounding building, indoor and Out door closed circuit cameras with audio capabilities, silent alarm system, and colored monitor. B. 7-Eleven will direct enforcement operations by Police Department upon receiving complaints. C. Sufficient parking lot lighting for safety of customers and community. D. Hours – 24 hours daily presence always on site. E. Secret Shopper Program on all age restricted products. F. POS System on all age restricted products at check out. G. Lockable cooler doors for after hours. H. Conditions on ABC license and CUP Listed below are additional 7~Eleven programs to ensure store Security and safety to the local community.

* **7-Eleven's Crime Deterrence Program** trains employees on four primary crime deterrence components: Visibility into and out of the store, bright interior and exterior lighting, cash control with no more than \$50 in the register during the day and \$30 at night, and store-personnel training.

***7-Eleven's Operation Alert Program** trains employees on operation procedures that will discourage robbery and emphasizes a no-resistance policy toward robbery. The program was adopted by the National crime Prevention Institute at the University of Louisville and is taught to law enforcement officers throughout the country.

***7-Eleven's Come to Age Program** trains employees on policies, procedures, identifying characteristics of minors, and policies and regulations specific to state law to ensure all stores are prepared and committed to safe and legal sale of age-restricted products. POS System. All employees are required to sign an affidavit stating they are aware of obligations and ramifications should they not comply with the law.

5. **Describe how the proposed use is in conformance with the goals, policies, and objectives of the general plan and purpose and intent of this code and any applicable specific plan.** The use will not impair the integrity and character of the zone in which it is located: The project's location, size, height, operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare, and safety. The project substantially conforms to the purpose, intent and provisions of the General Plan, the applicable community plan, and any applicable specific plan. This request is a permitted use within the zone and will not change the site's ability to conform to any elements or objectives of the General Plan. This proposed center will be remodeled and this site will have many upgrades inside and outside. The site will enhanced this corner and make a difference to area, thus filing vacant locations within the center and benefit the community.

6. Describe how the proposed use serves the public convenience or necessity.

7-Eleven intends to create 10 -15 new jobs in the immediate area, thus generating \$15,600 tax revenue to the City of Montebello. This site will also assist in recruiting new businesses to the area. The sale of beer and wine will be one important part of this 7 -Eleven concept. Indeed, although beer and wine are expected to comprise a very small percent of the site's shelf-space, only a small portion of 7 -Eleven's sales (average between 10% and 15% depending on location and competitors in the area), it is nevertheless necessary in order to provide the public a complete range of products. Furthermore, 7- eleven wants to maximize the availability of a large diversity of food and sundry items at the site pursuant to its 7 -Eleven concept, previously described. Permitting the sale of beer and wine at the site will complete 7 -Eleven's concept, enabling customers to purchase a variety of products at one convenient stop. Providing customers all of this at one location is what "public convenience or necessity" is really all about.

Supplementary Findings : DO NOT APPLY



CITY OF MONTEBELLO
 Community Development Department
 Planning Division
 1800 W. Beverly Boulevard
 Montebello CA 90640
 Batch: 3/15/19
 Acct: www.cityofmontebello.com

100-99-3000-45

MASTER LAND USE APPLICATION

PAID: \$7,130.00
 Tender Type: General Go
 Check Tendered: \$7,130.00

Type of Approval(s) requested:

- | | | |
|--|--|--|
| ☒ CONDITIONAL USE PERMIT | ☐ GENERAL PLAN AMENDMENT | ☐ ADULT BUSINESS PERMIT |
| ☐ ZONE VARIANCE | ☐ SPECIFIC PLAN | ☐ PARKING MANAGEMENT PLAN |
| ☐ SITE PLAN REVIEW | ☐ PLANNED DEVELOPMENT DISTRICT | ☐ PERMIT EXTENSION |
| ☐ SIGN DEVIATION | ☐ TENTATIVE TRACT MAP | ☐ PERMIT MODIFICATION |
| ☐ PLANNED SIGN PROGRAM | ☐ PARCEL MAP | ☐ APPEAL |
| ☐ ZONE CHANGE | ☐ LOT LINE ADJUSTMENT | ☐ OTHER: |
| ☐ HILLSIDE PLAN REVIEW | ☐ PRELIMINARY PLAN REVIEW | |
| ☐ CIVIC CENTER REVIEW | ☐ NONCONFORMING ENTITLEMENT
TRANSFER/EXTENSION | |

Project(s) Address(es): 2900 W Beverly Blvd., Montebello, CA 90640 Suite A & B

Zoning Designation(s): C2 General Commercial General Plan Designation(s): C2 General Commercial

Project Description (Please describe the proposed project and requested entitlements, including all demolitions, alterations, and new construction. Use additional sheets if necessary):
 request to allow a proposed 2,892 SQ. FT., 7-Eleven convenience store operating 24 hours with beer and wine sales from 6am-2am daily. Currently site is divided into 6 small shops, two currently vacant for some time now. The other four stores are, one pizza restaurant and two tax stores and a T mobile. Exterior Site will be remodeled by developer.

Applicant(s): 7-Eleven, Inc.

Address: 330 E Lambert Rd., Suite 250, Brea, CA 92821

Phone: 909-717-0711

Fax:

E-mail: monica.krueger@7-11.com

Contact person: Sherrie Olson

Address: 1030 N Mountain Ave., #190, Ontario, CA 91762

Phone: 909-519-1816

Fax No: 1-877-858-9868

E-mail: sherrieolson2@gmail.com

Property Owner(s): Alina, LLC

Address: 12180 Greenock Lane., Los Angeles, CA 90049

Phone: 310-564-3198

Fax:

E-mail: dtecimer@manatt.com

CERTIFICATION

I hereby certify that I am the applicant, owner, or designated agent named herein, and that I am familiar with the rules and regulations with respect to preparing and filing this petition for discretionary action, and that the statements and answers contained herein and the information attached are in all respects true and accurate to the best of my knowledge and belief.

Signature: Bence Olson

Date: 7/11/19

DO NOT WRITE BELOW. THIS SPACE FOR STAFF USE ONLY

Date Received: 7/15/2019

Case No.:

Total Fee(s) Paid: \$ 7,130

Received By: Michael D.

PLANNING DIVISION

T - 323.887.1477

F - 323.887.1468

Master Application Rev. 1/08

CH # 1271
 360045
 \$ 7,130.00

MP

ENVIRONMENTAL INFORMATION FORM

EXISTING PROPERTY INFORMATION

Assessor Parcel Number(s): 5267-027-021

Number of Existing Land Parcels: 1

Future Number of Parcels: 1

Square Footage of Property: 16,270

Average Slope of Land if Over 15%: 0

SURROUNDING LAND USES

North: commercial /retail with SFR

South: commercial /retail with SFR

East: Residential uses

West: commercial /retail with SFR

EXISTING BUILDING INFORMATION

	BLDG A	BLDG B	BLDG C	BLDG D
Year built				
Number of stories	1			
Hours of operation	Vacant			
Number of employees	Vacant			
UBC occupancy group	C2			
UBC type of construction				
Height of building in feet				
Number of housing units	1			
Fire sprinklers? (yes/no)	yes			
Number of parking spaces	18			
Total gross square footage	2,892			
Building footprint square footage				
Number of fixed seats (restaurant)	0			
Number of bedrooms / bathrooms	0			
Number of housing units demolished	0			
Square footage of restaurant seating area	0			
Number of hotel/motel rooms to be demolished	0			
Type of use (e.g. Residential, Commercial, Mixed-Use, Industrial, etc.)	Commercial			
Percentage of open space/landscaping square footage vs. site area	Existing site			

If there are additional buildings on the site, please attach a separate sheet with the above information for each building.

PROPOSED BUILDING INFORMATION

	BLDG A	BLDG B	BLDG C	BLDG D
Number of stories	1			
Hours of operation	24 Hours			
Number of employees	5-15			
UBC occupancy group	C2			
UBC type of construction				
Height of building in feet				
Number of housing units	0			
Fire sprinklers? (yes/no)	yes			
Number of parking spaces	18			
Total gross square footage	2,892			
Building footprint square footage	2,892			
Number of fixed seats (restaurant)	0			
Number of bedrooms / bathrooms	0			
Number of housing units proposed	0			
Square footage of restaurant seating area	0			
Number of hotel/motel rooms	0			
Type of use (e.g. Residential, Commercial, Mixed-Use, Industrial, etc.)	Commercial			
Percentage of open space/landscaping square footage vs. site area	Existing Center			

If there are additional buildings on the site, please attach a separate sheet with the above information for each building.

Estimated Valuation: \$ _____

Explain if the project is located in geological hazard area (i.e. hillside area, seismic fault, erosive soils, etc.) Use additional sheets if necessary: Existing Site

List any engineering, geological, traffic, or other technical reports prepared concerning the proposed Project. (Use and attach additional sheets if necessary): Existing Site

Amount of Grading Proposed: Cut: 0 Fill: 0 Balance: 0
Imported: 0 Exported: 0 Square Feet of Paving: 0
Square Feet of Open Space / Landscaping: _____

Your application is complete when all attached supplemental applications are completed and submitted. The Case Planner will notify you if any additional items or reviews are necessary.



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

PROPERTY OWNER AUTHORIZATION

Project Address:

2900 W BEVERLY BLVD., MONTEBELLO, CA 90640

Assessor Parcel Number(s):

5267-027-029

Description of Request/Project:

REQUEST FOR BEER AND WINE, TYPE 20 FOR

OFF-SITE CONSUMPTION WITHIN A 24 HOUR CONVENIENCE 7-11 MARKET

Property Owner(s):

ALINA, LLC

Address:

12180 GREENOCK LANE

4260 N. BUNDY DR., LOS ANGELES, CA 90049

Phone: 310 569.3198

Fax:

Email: dteimer@manatt.com

CERTIFICATION

I hereby certify that I am the owner of the subject property and that I have reviewed the subject application and authorize the applicant or applicant's representative (contact person) to make decisions that may affect my property as it pertains to this application.

Signature:

Dina Teimer, Manager

Date:

7/9/2019

ATTACHMENT D

**CITY OF MONTEBELLO
PLANNING COMMISSION
MINUTES**

August 6, 2019

Planning Commission meets at 6:30 p.m., on the day scheduled in City Hall Council Chambers
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1. CALL MEETING TO ORDER

6:41 P.M. by Chair Mooradian

2. ROLL CALL

Commissioner Present: Chair Mooradian, Vice Chair Aliksanian,
Commissioner Lomeli and Commissioner Ramirez

Absent: Commissioner Briseno

Also present:

Director of Planning and Community Development – Manuel Mancha
Planning Manager –Matthew Feske
Planning Commission Legal Counsel

3. PLEDGE OF ALLEGIANCE

Vice Chair Aliksanian

4. PLANNING COMMISSION SECRETARY –CORRECTION TO AGENDA

Chair – Proposed to go dark next Planning Commission meeting
August 20, 2019

MOTION: Chair Mooradian motions to go dark next Planning Commission
meeting August 20, 2019

SECOND: Commissioner Ramirez

ACTION: 4-0-0-1 (Briseno)

5. STATEMENT OF PUBLIC ORAL COMMUNICATIONS

NONE

6. APPROVAL OF MINUTES:

NONE

7. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

NONE

8. PUBLIC HEARINGS

A. Zone Code Amendment (ZCA07-19)

A Zone Code Amendment by Electric Guard Dog, LLC to amend Title 17 of the Montebello Municipal Code to add electric fences as an allowed fence material.

Staff – Applicant has requested that this item be continued to the next planning commission meeting September 3, 2019.

MOTION: Commissioner Lomeli motions to continue item ZCA07-19 to next Planning Commission meeting on September 3, 2019.

SECOND: Commissioner Ramirez

ACTION: 4-0-0-1 (Briseno)

B. Conditional Use Permit (CUP24-19)

The applicant, 7-Eleven, has submitted a Conditional Use Permit application to allow alcohol sales (Beer and Wine) within building that will be located at 2900 West Beverly Boulevard.

Staff – Presented

Sherrie Olson (applicant representative) – Presented

Commissioner – What's the parking situation?

Sherrie Olson (applicant representative) – Most customers are in the morning and are quick customers, 3-5 minutes max.

Masood Shaili (??) (property owner) - As for parking we have no full uses, we have service business. Three remaining tenants are service tenants.

Commissioner – How many total units?

Masood Shaili (??) (property owner) – 5 total and 7-Eleven would take up 2 units.

Commissioner – Regarding the neighborhood, there is restaurants and supermarket near area. Is there restriction of distance between entities?

Staff - Only restriction is number of licenses in a census tract area. At this time there is only one off sale license for this area and a second one would still be within the approval for census tract.

(??) Medina – not in favor of 7-Eleven

Richard Corona – not in favor and voiced concerned regarding alcohol and parking

MOTION: Commissioner Mooradian motions to deny a Conditional Use Permit application to allow alcohol sales (Beer and Wine) within building that will be located at 2900 West Beverly Boulevard.

SECOND: Commissioner Lomeli

ACTION: 4-0-0-1 (Briseno)

C. Conditional Use Permit (CUP21-19)

A Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within an existing and proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

Cannabis Consultant – Presented

Mario Beltran (applicant representative) – Presented and discussed project

MOTION: Commissioner Lomeli motions to approve a Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within an existing and proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

SECOND: Commissioner Ramirez

ACTION: 4-0-0-1 (Briseno)

D. Conditional Use Permit (CUP22-19)

A Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within a proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

Cannabis Consultant – Presented

Jay Cortez (applicant representative) – Presented and discussed project

Commissioner – Commented on condition regarding graffiti. This is a high graffiti area and just be aware to be on top of that

Jay Cortez (applicant representative) – that can be incorporated with the community service hours that is offered with the employee to take of their local surrounding areas.

MOTION: Commissioner Ramirez motions to approve a Conditional Use Permit application to allow indoor cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail delivery, within a proposed commercial building on the property located at 1701 Aeros Way, APN 6354-028-021.

SECOND: Commissioner Lomeli

ACTION: 4-0-0-1 (Briseno)

9. CONSENT ITEM (S)

None

10. STAFF COMMUNICATIONS TO THE PLANNING COMMISSION

Sending condolences to victims over the past week and take a moment of silence.

11. ORAL COMMUNICATIONS –CONTINUED

None

12. PLANNING COMMISSION ORALS

Chair Mooradian

Vice Chair Aliksanian

Commissioner Briseno

Commissioner Lomeli

Commissioner Ramirez

13. ADJOURNMENT

The meeting adjourned at 7:55p.m.


Matthew Feske, Planning Commission Secretary

ATTACHMENT E

**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. ##-19

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING A
CONDITIONAL USE PERMIT (CUP24-19) TO ALLOW THE SALES OF
ALCOHOL (TYPE 20 LICENSE) WITHIN A NEW CONVENIENCE
STORE LOCATED AT 2900 WEST BEVERLY BOULEVARD, SUITE A-
B.**

WHEREAS, a Conditional Use Permit (CUP24-19) application has been received and accepted;

WHEREAS, the Conditional Use Permit would allow sales of alcohol (type 20 License) within a new convenience store located at 2900 West Beverly Boulevard, Suite A-B;

WHEREAS, pursuant to section 21067 of the Public Resources Code, and section 15367 of the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project;

WHEREAS, the Conditional Use Permit (CUP24-19) is considered a "project," as per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301, Class 1 (Existing Facilities); and

WHEREAS, a duly notice public hearing on the proposed Project has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other matters presented at the public hearing and included in the record for this matter; and

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

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

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. The Planning Commission approves and adopts a CEQA Categorical Exemption, Class 1 ("Existing Facilities") for the Project, in accordance with CEQA Guidelines Section 15301, based on the following findings:

1. The Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designations and regulations. No General Plan Amendment or Zone Change will be required to accommodate the proposed Project; and
2. The Project involves negligible expansion of use to the current restaurant use and no expansion of the physical structure or floor area in which the use is operating.

SECTION 3: That the Planning Commission hereby finds and declares as follows:

1. The proposed use conforms with the City of Montebello General Plan Land Use Element, Goal 1, "[T]o formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development;" Objective #3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Commercial #1, "Commercial development in the City should be sited in appropriate locations according to need," and Commercial Policy #4. "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City"; because the Project site is fully developed for restaurant use, and the Project will occupy the existing commercial space and provide a service to the community while bringing tax revenues to the City.
2. Pursuant to Montebello Municipal Code, Title 17, Section 17.61.050, the proposed Project:
 - a. Is consistent with the purposes and intent of Chapter 17.61 – Alcoholic Beverage Establishments – of the Montebello Municipal Code;
 - b. Would not adversely affect the general welfare of the surrounding property owners;
 - c. Would not result in an undesirable concentration of premises for the sale of alcoholic beverages in the area in light of the findings set forth below;
 - d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to other on-sale or off-sale alcoholic beverage establishments, residential districts and uses, schools (public or private), day care centers, public parks, playgrounds and other recreational facilities, churches and other places of religious worship, hospitals, clinics or other health care facilities;
 - e. Would not aggravate existing problems created by the sale of alcohol (e.g. littering, loitering, noise, public drunkenness, calls for service, and sales to minors); and

- f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

SECTION 4. The Planning Commission finds and declares that the foregoing conditions of approval are necessary and appropriate, and therefore adopts and imposes such conditions on the Project:

1. The applicant shall defend, indemnify, and hold harmless the city, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the city, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the city, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the applicant, the city and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the applicant's obligation to indemnify the city for all the city's costs, fees, and damages that the city incurs in enforcing the indemnification provisions set forth herein. The city shall have the right to choose its own legal counsel to represent the city's interest in the proceedings.
2. The utilization of the subject site shall conform to the allowed use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.
3. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP24-19).
4. The Director of Planning and Community Development, at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use. The Planning Commission may revoke the Conditional Use Permit (CUP24-19) if sufficient cause is given.
5. Any change in ownership, lease and/or any other change should be given written notice to the Director of Planning and Community Development prior to the change.
6. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.
7. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

8. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.
9. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.
10. The property owner shall have all graffiti on-site removed within 24 hours of its appearance.
11. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents because of lights, noise, activities, parking or other actions.
12. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.
13. No loitering in the parking area and shall control noisy patrons leaving the location. Signs shall be posted notifying customers of the courtesy to adjacent residential uses. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.
14. All business operators shall take the necessary steps to assure the orderly conduct of employees, patrons, and visitors on the premises.
15. The establishment shall maintain all required permits and/or licenses for the sale of beer and wine in good standing.
16. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.
17. This approval shall not supersede the approval of any other responsible agencies. The applicant shall comply with all Federal, State and local laws.
18. The approval of this Conditional Use Permit (CUP24-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of an ABC license to the applicant.
19. The approval of this Conditional Use Permit (CUP24-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

20. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.
21. The premises shall be kept clean, and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or public right-of-way.
22. If at any time, a litter problem arises, the Director of Planning and Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.
23. The development and utilization of the site shall comply with all the provisions of all of the current Building, Plumbing, Mechanical, Electrical Codes, and City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.
24. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.
25. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.
26. No pay telephone(s) on the exterior of the premises.
27. Exterior storage of any kind shall be prohibited.
28. No alcohol shall be consumed on the premises.
29. That no signs shall be installed on the site until a sign permit has been issued
30. The Planning Commission and the City Council on appeal shall have the right to impose additional conditions for the protection of the public health, safety, and welfare.
31. The following Mandatory Conditions of Approval for on-sale alcoholic beverage establishments (Section 17.61.080) shall be met, where applicable to the said use.

- a. Any off-sale alcoholic beverage establishments seeking to sell or store motor fuels on the same premises as alcoholic beverages shall comply with the following conditions:
- b. No beer or wine shall be displayed within five feet of the cash register or the front door unless it is in a permanently affixed cooler.
- c. No advertisements of alcoholic beverages shall be displayed at motor fuel islands and no self-illuminated advertising for alcoholic beverages shall be located on buildings or windows.
- d. No sale of alcohol beverages shall be made from a drive-up window.
- e. No display or sale of beer or wine shall be made from an ice tub.
- f. Employees on duty between the hours of ten p.m. and two a.m. shall be at least twenty-one years of age to sell beer and wine.
- g. The permittee at all times shall comply with all terms and provisions of the license issued by the State Department of Alcoholic Beverage Control and/or the terms and provisions of the Alcoholic Beverage Control Act.
- h. No sale of single containers of beer and/or wine coolers shall be made.
- i. In addition to the conditions enumerated above, additional conditions may be imposed by city staff.
- j. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.
- k. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for patrons while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

- l. The sorting of empty bottles and other recyclable products shall be limited to the hours between eight a.m. to nine p.m. daily.
 - m. That the sale of alcoholic beverages for consumption on premises shall be prohibited and appropriate posting of signs stating that drinking on the premises is prohibited by law shall be posted both inside and outside the establishment. The premises shall include the establishment proper and/or the appurtenant common area if located in a commercial center.
 - n. That special security measures such as burglar alarm systems as specified by the police department may be required.
 - o. That exterior public telephones that permit incoming calls may not be located on the premises.
 - p. That exterior storage of any kind shall be prohibited.
 - q. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.
 - r. That paper or plastic cups shall not be sold or given away in quantities less than their usual and customary packaging.
 - s. That no signs shall be installed on the site until a sign permit has been approved by the building and safety division and the planning department in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.
32. Per Section 9.04.010 of the Montebello Municipal Code, no person shall drink any intoxicating liquor in or upon any public street or public place within the city. Signs shall be posted on the premises both inside and outside, citing Section 9.04.010 of the Montebello Municipal Code.
33. Premises shall be kept clean and the operator of the establishment shall ensure that no trash or litter originating from the site is deposited onto neighboring properties or public right-of-way.
34. The management of any establishment selling alcohol shall take the necessary steps to assure the orderly conduct of employees, patrons and visitors on the premises.
35. The owner of the establishment shall maintain all required permits and/or licenses for the sale of alcoholic beverages in good standing.

36. No person shall sell alcoholic beverages for on-premises consumption if there has been any lapse or breach in the good standing of any one or more of the permits and/or licenses required for such sale.
37. In addition to the conditions enumerated above, any other condition may be imposed by city staff.
38. There shall be no exterior advertising of any kind or interior window signage visible from the exterior, advertising the sale of alcoholic beverages.
39. No alcoholic beverages shall be stored, maintained, displayed or sold from an ice tub.
40. Beer, malt liquor, wine cooler and any other similar type of alcoholic beverage shall be sold and purchased in minimum quantities of 6 or more, except that wine coolers may be sold and purchased in minimum quantities of 4 or more. The applicant shall not display, offer for sale or sell single units of such alcoholic beverages in any size. Further, the applicant shall not store, maintain, display, and offer to sell or sell the following sized containers of such alcoholic beverages: 32 ounces, 40 ounces, 64 ounces or greater.
41. The subject alcoholic beverage license shall not be exchanged for any other type of on-sale license.
42. Before the location opens, all employees who will sell alcoholic beverages shall be required to attend either ABC LEAD training or a comparable in-house training program approved by the Director of Community Department. If the employees are hired after the location is open, they shall be required to attend LEAD training or the approved in-house training within thirty (30) days of their hire date.
43. The sale of alcoholic beverages shall be limited between the hours of 6:00 a.m. to 2:00 a.m. Monday through Sunday. During the hours that the sale of beer and wine are not permitted the coolers must be locked to prohibit customers from purchasing alcohol.
44. The applicant shall post a permanent sign or signs complying with 16-31 PC, "Possession of Opened Alcoholic Beverages containers on the premise is prohibited by law. The sign or signs shall be posted in areas that are clearly visible to patrons at all times.

PASSED AND ADOPTED this 6th day of August, 2019 by the Planning Commission.

AYES: Commissioner(s):
NOES: Commissioner(s):

ABSENT: Commissioner(s):
ABSTAIN: Commissioner(s):

Sona Mooradian, Chair

ATTEST:

Matthew Feske
Secretary to the Planning Commission

ATTACHMENT F

Notice of CEQA Exemption

To:

From:

County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department

Project Title: Conditional Use Permit 24-19, 7-Eleven, Inc

Project Location: 2900 West Beverly Boulevard, Suite A-B

Case Number(s): Conditional Use Permit 24-19

Description of Nature, Purpose, and Beneficiaries of Project: A Conditional Use Permit to allow for the off-site sale of alcohol (Type 20 License) within a convenience store (7-Eleven) at 2900 West Beverly Boulevard, Suite A-B.

Name of the Public Agency Approving the Project: City of Montebello

Name of Person or Agency Carrying Out the Project: 7-Eleven, Inc.

Exempt Status (*check one*)

- ☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 1 - CEQA Guidelines Section 15301(Existing Facilities)
- ☐ Statutory Exemptions. State code number:

Justification for Project Exemption:

The project is Categorically Exempt per Section 15301 (Existing Facilities) because Class 1 consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use and none of the exceptions set forth under CEQA Guidelines Section 15300.2 apply. In this case, the permitted convenience store would include the off-site sale of beer and wine (Type 20 License) within a 7-Eleven.

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development

Area Code/Telephone/Extension: (323) 887-1200

If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

Signature: _____ **Date:** _____ **Title:** _____

☒ Signed by Lead Agency

☐ Signed by Applicant

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Rene Bobadilla P.E., City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Adopt and Authorize the Award of Construction for the Paving the Way - Pilot Project (C.P. No. 20-10)**

DATE: March 25, 2020

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt Plans and Specifications for the Paving the Way Pilot Project, C.P. No. 20-10 for a cost up to \$5,429,434; and
- 2) Find that the project is compliant with Public Contracting Code Section 3400(c) (Attachment "1 & 2"); and
- 3) Find by a four-fifth (4/5) vote of the City Council that the City may dispense with regular bidding procedures because regular bidding procedures would be impractical, useless, or uneconomical because of the Pilot Project substantial savings pursuant to the Montebello Municipal Code Section 3.20.050(c); and
- 4) Authorize the City Manager to Award and Execute the Contract on Behalf of the City to Manhole Adjusting Inc., and
- 5) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA).

BACKGROUND

The City receives funding from various sources for road maintenance and infrastructure projects, including a portion of the revenues collected in connection with certain County-wide sales taxes. More specifically, the City receives a portion of the sales tax revenues derived from the retail transactions and use taxes imposed in the County pursuant to the Measure M Ordinance, the Measure R Ordinance and the Proposition C Ordinance (collectively, the "Ordinances"). Under the Ordinances, sales tax revenues are allocated to cities located in the County by the Los Angeles Metropolitan Transportation

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 25, 2020
**CONSIDER APPROVING ADOPT AND AUTHORIZE THE AWARD OF
CONSTRUCTION FOR THE PAVING THE WAY - PILOT PROJECT (C.P. NO. 20-10)**
Page 2 of 4

Authority (“LACMTA”) based on each city’s population. Under LACMTA’s Measure M, Measure R and Proposition C programs, these allocations are referred to as Local Return Funds. Local Return Funds can only be used for the specific purposes authorized by the applicable ordinance and LACMTA guidelines relating to the particular measure.

The City’s Pavement Management System indicated that the City needs to spend approximately \$90 million on arterial, collector and residential street improvements. Of these street maintenance/improvement projects, Staff has developed a priority list and cost estimate for those that qualify for funding under LACMTA’s Measure M, Measure R, and Proposition C guidelines (the “Projects”). Staff calculates total eligible Project costs of almost \$50 million which must be completed within 3 years from the date of bond issuance.

For FY 2018, the City received a total of \$2.47 million in combined Measure M, Measure R and Proposition C local return funds and unaudited financials for FY 2019 indicate the City received approximately \$2.76 million in combined revenues. In addition to using the annual funds to fund the Projects on a pay-as-you-go basis or to accumulate funds to finance the largest of the Projects, the City has the opportunity to leverage the Measure M, Measure R, and Proposition C Revenues. The City was able to raise \$24.5 million for Project costs, providing enough funds to undertake the highest priority and largest Projects, while still maintaining strong debt service coverage (annual revenue divided by annual debt service) of at least 150%.

ANALYSIS

The City Council at the regularly scheduled meeting of September 25, 2019 proceeded with the issuance of bonds and the related procedures to start the process of repairing the City’s aging infrastructure. The City Council subsequently approved Phase 1A of this process which identified thirty-nine (39) streets that are in immediate need of infrastructure repairs. Phase 1A included the repair and or replacement of ADA ramps, driveway approaches, curbs, gutters, sidewalks, concrete drainage areas, and spot repair of the asphalt streets. Phase 1A is currently underway in advance of the proposed work for the City Council’s consideration on this item.

The “Paving the Way” project was originally scheduled to be completed over three (3) consecutive fiscal years.

However, alternative paving designs have been evaluated for cost savings and the reduction of impacts to the public. It has been determined that the type of pavement preservation utilized in the specifications presented, would reduce the overall construction schedule and a cost savings of \$3,144,865. The hard dollar cost to the City to perform these HyRAP® hot mix asphalt composite layering systems on the 100 streets slated for work, will save the City of Montebello over 40 percent of the project cost compared to the

original contemplated strategy, which included full reconstruction, and would have involved significant costs and impacts/disruptions to the residential neighborhoods. Both the HyRAP® hot mix asphalt and Asphalt Rubber Aggregate Membrane (ARAM) will provide long term serviceability along with incorporation of waste asphalt grindings and scrap tires into Montebello's street system, both will have positive environmental benefits to the community.

The work is not only cost effective but meets AB32 requirements for greenhouse gas reduction. The proposed work by Manhole Adjusting Inc. is considered a pilot project due to the uniqueness of the application. This unique application is proprietary and has not been used in the industry. The work being proposed by Manhole Adjusting Inc. includes micro milling of the existing edge of pavement, adjustment of utility valves and covers, replacement of roadway striping and pavement markings and the repaving, utilizing a composite layering system on one hundred (100) residential streets. An additional plan similar to Phase 1A will return to the City Council at a later date with the outstanding balance of street work to be completed relative to the one hundred residential 100 streets. This scheduling method will ensure the work that was originally slated to take three fiscal years will be completed by November of 2020. In addition, similar plans are currently being evaluated for the City's "major" streets for the upcoming years.

The contract agreement will be in the form previously reviewed and approved by the City Attorney.

FISCAL IMPACTS

The total amount allocated for this project for construction and administrative costs is \$5,972,377. This project will be funded by revenue proceeds from the approved Street Improvement Bond, which generated \$24,500,000.

SUMMARY

The City Council will consider:

- 1) Adopting Plans and Specifications for the Paving the Way Pilot Project, C.P. No. 20-10 for a cost up to \$5,429,434,
- 2) Finding that the project is compliant with Public Contracting Code Section 3400(c) (Attachment "1 & 2"), and
- 3) Find by a four-fifth (4/5) vote of the City Council that the City may dispense with regular bidding procedures because regular bidding procedures would be impractical, useless, or uneconomical because of the Pilot Project substantial savings pursuant to the Montebello Municipal Code Section 3.20.050(c); and

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 25, 2020
**CONSIDER APPROVING ADOPT AND AUTHORIZE THE AWARD OF
CONSTRUCTION FOR THE PAVING THE WAY - PILOT PROJECT (C.P. NO. 20-10)**
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- 4) Authorizing the City Manager to Award and Execute the Contract on Behalf of the City to Manhole Adjusting Inc., and
- 5) Finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA).

ATTACHMENTS

- 1 – Public Contract Code Section 3400(c)
- 2 – City Council of the City of Montebello Findings

State of California

PUBLIC CONTRACT CODE

Section 3400

3400. (a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.

(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of "an equal" item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.

(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

(1) In order that a field test or experiment may be made to determine the product's suitability for future use.

(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.

(3) In order to obtain a necessary item that is only available from one source.

(4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.

(B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

(Amended by Stats. 2009, Ch. 132, Sec. 1. (AB 1086) Effective January 1, 2010.)

The City Council of the City of Montebello makes the following findings under Public Contract Code section 3400(c):

California law, as specified in Assembly Bill 32 (Chapter 488 of the statutes of 2006), and updated in Senate Bill 33 (Chapter 249 of the statutes of 2016) and Assembly Bill 197 (Chapter 250 of the statutes of 2016) requires that emissions return to 1990 levels by 2020 and reach 40 percent below that marker by 2030. The transportation industry is one of the largest contributors to greenhouse gas emissions ("GHGs"). Overall progress notwithstanding, the transportation sector, which includes light duty, medium duty, heavy duty and off road vehicles, saw a 2 percent increase in emissions in 2016 because of increased fuel consumption according to a state report from CARB dated July 11, 2018 (Release Number 18-37).

All California public agencies must contribute their best efforts to reduce GHGs.

Conventional hot mix asphalt is a combination of virgin aggregate (stone, fines, etc.) and liquid asphalt (oil). Conventional production of hot mix asphalt requires significant mining operations to obtain the required aggregate (usually about 95% of the finished product); and between 5% and 6% of conventional hot mix asphalt is refined oil.

Mining aggregate requires the use of diesel burning heavy equipment. The combustion of 1 gallon of diesel fuel generates approximately 22.4 pounds of Carbon Dioxide. Aggregate mining facilities generate, on average, between 11,200 and 17,920 pounds of GHGs per day. The most efficient mining operations may generate 1.6 million pounds of GHGs in the process of mining aggregate for 1 month of conventional hot mix asphalt for use in California. Mining also generates particulate matter, as well as toxic pollutants such as NOX, SOX, ozone, formaldehyde, benzene, and similar organic molecules, all of which cause environmental and health problems.

HyRAP® Hot Mix Asphalt is produced almost entirely using recycled asphalt materials which are currently being land filled or left in ever growing piles, and a petroleum rejuvenator at only 0.5% by weight of the finished product. This means that there is a reduction of nearly 100% in virgin aggregates and 90% in petroleum products used to produce the product. Significant reductions in pollution generated by transportation of the raw materials will also be achieved through use of the HyRAP® process.

The HyRAP® process has been used in other states but has not been the subject of any comprehensive field tests to determine its suitability for use in California. If field tests of HyRAP® demonstrate that it is equal to or superior to conventional hot mix asphalt in life cycle performance, the use of HyRAP® would provide significant environmental advantages and contributions to the reduction of GHGs.

In order that a field test may be made of the HyRAP® process to determine the product's suitability for future use, only HyRAP® material shall be utilized as the hot mix asphalt material in construction of this project.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Resolution Pursuant to California Government Code Section 37422 Setting a Date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assets**

DATE: March 25, 2020

RECOMMENDATION:

It is recommended that the City Council:

- 1) Adopt a Resolution pursuant to Government Code Section 37422 setting a date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assets for the regular meeting scheduled on May 27, 2020 at 6:30 PM;
- 2) Direct staff to prepare and publish the Resolution as required by Government Code Section 37422; and
- 3) Direct staff to prepare and mail a notice of the sale to customers of the Water System(s).

BACKGROUND

On September 28, 2018, the Governor signed Assembly Bill 2339 – Gipson (A-B-2339), which authorized the cities of El Monte, Montebello and Willows to sell their municipal water systems by January 1, 2022, subject to the following requirements:

- (1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure.
- (2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.
- (3) There are at least two water suppliers that provide drinking water to residents in the city prior to the sale.

CONSIDER ADOPTING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

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(4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.

(5) The receiving water system's service area borders the service area of the subsumed water system.

(6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increases following the sale of a public utility for furnishing water service shall be phased in over time.

(7) Consolidation of the water systems is technically and economically feasible.

(8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 and publication pursuant to subparagraph (B). In addition to the requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two years following the date of the hearing to consider written protests.

On July 10, 2019, after obtaining offers from three (3) interested purchasers, the City Council approved the sale of the City of Montebello Water System(s) and Related Assets to San Gabriel Valley Water for the amount of \$15,857,000, plus a 10-year lease of water rights for an additional \$1,950,000*.

*Estimated 10-year lease of water rights

CONSIDER ADOPTING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

Page 2 of 4

ANALYSIS

The proposed Resolution complies with all the aforementioned requirements and as such it is recommended for consideration and adoption. Additionally, attached are the following documents:

- 1) AB 2339 legislation
- 2) Map of the water purveyors in the City of Montebello, including the City's
- 3) The independent third party performance and maintenance evaluation report

The City is in receipt of the independent third party performance analysis of the City's Water System(s). The analysis was completed by Stetson Engineers, Inc. and the final report submitted to the City on March 18, 2020. The report estimates that the 10-year Capital Improvement Project for the Water System is \$25,600,000. If the City elects to keep operating the system, with an estimated 1,500 customers, it will need to increase customer's monthly fees by approximately \$142.00 per month for 10 years, not including the monthly water usage and meter fee currently charged to customers.

FISCAL IMPACTS:

At this time the only fiscal impact to the City is the cost to prepare, publish and mail the notices and Resolution. It is recommended that these costs be funded by the Water Fund in Account No. 605-99-6040.10 (Outside Contracts).

For the sale proceeds, staff is recommending the following one-time projects/expenses (not listed in any order of priority):

- Infrastructure Improvements – streets, sidewalks sewer, storm drains, etc.
- Building Improvements – roof, ADA. HVAC - lighting improvements to city buildings, etc.
- Park Improvements – upgrades/repairs to playgrounds, walkways, parking lots, irrigation, lighting, etc.
- Landscape Improvements – refurbishment of medians and landscape at city buildings, including plant materials, efficient irrigation system, entry monuments, etc.
- Purchase or replacement of vehicles – police, fire, public works and parks vehicles.
- City Council Chamber Audio/Visual Improvements – upgrade/installation of a new audio/video equipment and software.
- Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees throughout the City.

CONSIDER ADOPTING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

Page 2 of 4

- Water Fund Debt – repay the General Fund for past subsidies and loans to the Water Fund, such as the loan from Central Basin to retrofit the Golf Course to recycled water.
- Golf Course Improvements – installing a driving range barrier/fence to appropriate height and upgrading the driving range itself to increase use and revenues.

SUMMARY:

The City Council will consider:

- 1) Adopting a Resolution pursuant to Government Code Section 37422 setting a date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assets for the regular meeting scheduled on May 27, 2020 at 6:30 PM,
- 2) Directing staff to prepare and publish the Resolution as required by Government Code Section 37422,
- 3) Directing staff to prepare and mail a notice of the sale to customers of the Water System(s)

ATTACHMENTS:

Resolution

Assembly Bill 2339 – Gipson, approved by the Governor on Sept. 28, 2018

Montebello Water Purveyors Map

Water System Performance and Maintenance Evaluation Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, PURSUANT TO CALIFORNIA
GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A
PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO
WATER SYSTEM(S) AND RELATED ASSETS**

WHEREAS, the City of Montebello, a California municipal Corporation (“City”), is the owner of the Water system(s), related assets described in Exhibit “A” of this Resolution (“Water System”); and

WHEREAS, on September 28, 2018, the Governor signed Assembly Bill 2339 (A.B. 2339), codified under Government Code Section 37420.5, authorizing the City to sell its municipal water system by January 1, 2022, provided that among other requirements, the City Council adopt a resolution pursuant to Section 37422 and publish the same before a public hearing; and

WHEREAS, California Government Code Section 3722 provides that such resolution shall fix a time for hearing protests to the property conveyance, provided for publication of notice of the hearing, fix the time when the City will take final action regarding the property conveyance and contain an accurate description of the property to be conveyed; and

WHEREAS, under California Government Code Section 37420.5 the resolution shall allow for 45 days of hearing protests to the sale and shall state the City’s intended use of the sale proceeds, and said resolution shall be published at least once in a daily newspaper published and circulated in the City and posted not less than ten (10) days in at least three (3) conspicuous places in the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Montebello, California, as follows:

SECTION 1. Findings.

- A. The City Council finds that City’s aging infrastructure, including the Water System is in critical need of capital improvements.
- B. The City Council finds that the public interest and convenience require conveyance of the Water System to San Gabriel Valley Water, a California corporation, which is better situated to pay for the estimated \$25,600,000 in

capital improvements needed by the Water System, identified in a 2020 Water System Performance and Maintenance Evaluation Report estimated during the completion of an independent third-party analysis of the Water System(s) (as required by AB 2339) by Stetson Engineers, Inc.

C. The City Council finds that the pursuant to A.B. 2339, the City has met or can meet the following eight (8) requirements before the sale of the Water System:

- 1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure;
- 2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.
- 3) There are at least two (2) water suppliers that provide drinking water to residents in the city prior to the sale.
- 4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.
- 5) The receiving water system's service area borders the service area of the subsumed water system.
- 6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increase following the sale of a public utility for furnishing water service shall be phased in over time.

- 7) Consolidation of the water systems is technically and economically feasible.
- 8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 (of the Government Code) and publication pursuant to subparagraph (B). In addition, to the requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two (2) years following the date of the hearing to consider written protests. (B) Notwithstanding Section 37423, the resolution shall be published at least once in a daily newspaper published and circulated in the city or, if there is none, the legislative body shall designate a newspaper company in the county. It shall also be posted not less than ten (10) days in at least three (3) conspicuous places in the city.

SECTION 2. Intended Use of Proceeds. The City intends to use the proceeds contemplated under the sale of the Water Systems to fund one-time projects/expenses such as (listed in no particular order):

- 1) Infrastructure Improvements – streets, sidewalks, sewer, and storm drains.
- 2) Building Improvements – roof, ADA and HVAC, lighting improvements to City buildings, including new furniture at some facilities.
- 3) Park Improvements – upgrades/repairs to playgrounds, walkways, parking lots, irrigation and lighting.
- 4) Landscape Improvements – refurbishment of medians and landscape at City buildings, including plant materials, efficient irrigation system, and entry monuments.

- 5) Purchase or Replacement of Vehicles – police, fire, public works and parks vehicles.
- 6) City Council Chamber Audio/Visual Improvements – upgrade/installation of a new audio/video equipment and software.
- 7) Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees throughout the City.
- 8) Water Fund Debt – repay the General Fund for past subsidies and loans to the Water Fund, such as the loan from Central Basin to retrofit the Golf Course to recycled water.
- 9) Golf Course Improvements – installing a drive range barrier/fence to appropriate height and upgrading the driving range itself to increase use and revenues.

SECTION 3. Notice of Hearing. A public hearing will be held by the City to hear any protests regarding the conveyance of the Water System to San Gabriel Valley Water at the regularly scheduled Montebello City Council meeting on May 27, 2020, at 6:30 p.m., in the City Council Chambers located at 1600 West Beverly Blvd., Montebello, CA 90640, or as soon thereafter as the matter may be heard. The City hereby authorizes and directs the City Clerk to post copies of this Resolution for not less than ten (10) days in at least three (3) conspicuous places in the City and publish this Resolution at least once in a daily newspaper published and circulated in the City or, if none, in The Wave.

SECTION 4. Time of Final Action. The City shall take final action regarding conveyance of the Water System to San Gabriel Valley Water on May 27, 2020, following the public hearing described in Section 3 of this Resolution.

SECTION 5 Description of the Property. The Water System is depicted in Exhibit “A” attached to this Resolution.

SECTION 6 Certification; Effectiveness. The City Clerk shall certify to the adoption of this Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2020.

CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

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SHARE THIS:



Date Published: 09/28/2018 09:00 PM

Assembly Bill No. 2339**CHAPTER 866**

An act to add and repeal Section 37420.5 of the Government Code, and to amend Section 10061 of the Public Utilities Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2339, Gipson. Water utility service: sale of water utility property by a city.

Existing law authorizes the furnishing of utility services by publicly owned public utilities, including municipal corporations, which are subject to control by their governing bodies. Existing law authorizes any municipal corporation to acquire, construct, own, operate, or lease any public utility, as defined, and authorizes a municipal corporation to sell or dispose of any public utility it owns. Existing law establishes an alternative procedure whereby a municipal corporation can lease, sell, or transfer that portion of a water utility used for furnishing water service outside or inside the boundaries of the municipal corporation, including the determination that the public utility is not necessary for supplying water to its own inhabitants or that its inhabitants will be provided with equal or better service by the acquiring entity, the sale or transfer is approved by a majority of all voters voting on this issue in an election, and that the acquiring entity disclose specified information before the election.

This bill would authorize the City of El Monte, the City of Montebello, and the City of Willows, until January 1, 2022, to sell its public utility for furnishing water service for the purpose of consolidating its public water system with another public water system pursuant to the specified procedures, only if the potentially subsumed water system is wholly within the boundaries of the city, if the city determines that it is uneconomical and not in the public interest to own and operate the public utility, and if certain requirements are met. The bill would prohibit the city from selling the public utility for one year if 50% of interested persons, as defined, protest the sale.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Cities of El Monte, Montebello, and Willows.

This bill would incorporate additional changes to Section 10061 of the Public Utilities Code proposed by AB 2179 to be operative only if this bill and AB 2179 are enacted and this bill is enacted last.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:**SECTION 1.** The Legislature finds and declares all of the following:

(a) It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

(b) Many communities in the State of California receive their drinking water from a multitude of public water systems, including municipalities, public utility corporations, state special districts, small public water systems, and mutual water companies. Communities with fragmented public water systems typically have vastly different costs of service, aging and failing infrastructure, and conflicting drought mitigation and conservation policies. Small fragmented water service providers are often unable to achieve efficiencies and economies of scale that are available to consolidated water systems with a broader customer base.

(c) Small water systems often lack adequate resources or expertise to operate in compliance with increasingly stringent and complex safe drinking water quality standards, which are required to protect public health and safety, and are unable to bear the cost of replacing and upgrading aging and failing water service infrastructure. As a result, many small water suppliers are too small to be viable, raising questions as to whether they will be able to provide safe and reliable water service to the public now or in the future. Many small water suppliers are in such precarious financial condition that basic infrastructure maintenance is infeasible, and in many cases, maintenance and replacement of failing infrastructure is deferred. These water suppliers also have such small customer bases that additional investment is not affordable.

(d) Drinking water supply facilities require ongoing routine maintenance and repair to ensure that the public receives safe and reliable water service at affordable rates. When routine repairs to water supply infrastructure components are deferred, facilities fail, necessitating costly emergency repairs when water mains break or pumping and water treatment equipment fails. Thus, while deferring routine maintenance might lower costs in the short term, doing so results in substantial increases in costs to small water suppliers and their customers in the long term.

(e) Therefore, it is the policy of the State of California to consolidate small public water systems when (1) the water supplier cannot feasibly provide or ensure access to affordable water services to a community, (2) multiple suppliers exist in a single community, and (3) water systems have deferred maintenance on their aging or failing water supply infrastructure.

SEC. 2. Section 37420.5 is added to the Government Code, to read:

37420.5. (a) Notwithstanding Article 2 (commencing with Section 10051) of Chapter 1 of Division 5 of the Public Utilities Code, the City of El Monte, the City of Montebello, and the City of Willows may sell its public utility for furnishing water service pursuant to this article for the purpose of consolidating its public water system with another public water system only if the potentially subsumed public water system is wholly within the boundaries of the city and if the city determines that it is uneconomical and not in the public interest to own and operate the public utility for furnishing water service, subject to all of the following requirements:

(1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure.

(2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.

(3) There are at least two water suppliers that provide drinking water to residents in the city prior to the sale.

(4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.

(5) The receiving water system's service area borders the service area of the subsumed water system.

(6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increases following the sale of a public utility for furnishing water service shall be phased in over time.

(7) Consolidation of the water systems is technically and economically feasible.

(8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 and publication pursuant to subparagraph (B). In addition to the

requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two years following the date of the hearing to consider written protests.

(B) Notwithstanding Section 37423, the resolution shall be published at least once in a daily newspaper published and circulated in the city or, if there is none, the legislative body shall designate a newspaper published in the county. It shall also be posted for not less than 10 days in at least three conspicuous places in the city.

(C) (i) Notwithstanding Section 37425, if the legislative body of the city finds that protests have been filed by at least 10 percent of interested persons, the legislative body of the city shall call an election pursuant to Section 37427. If an election is called pursuant to this paragraph, the legislative body of the city shall not sell the public utility for furnishing water service unless the sale is approved by a majority of the city's registered voters voting on the issue.

(ii) If 50 percent or more of interested persons protest the sale of the public utility, the city shall not take further steps for the sale of the public utility. The city, after one year has passed, may sell the public utility if the requirements of this section are met, including adoption of a new resolution pursuant to subparagraph (A).

(iii) For purposes of this paragraph, "interested person" means a person who is a resident of the city proposing to sell its public utility pursuant to this section.

(9) The legislative body of the city has adopted a resolution, at a regularly scheduled meeting, that paragraphs (1) to (8), inclusive, have been met.

(b) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3. Section 10061 of the Public Utilities Code is amended to read:

10061. (a) Notwithstanding Article 1 (commencing with Section 10001) and this article, and except as provided in Section 37420.5 of the Government Code, a municipal corporation, by following the provisions of this section, may lease, sell, or transfer all or part of a public utility owned and operated by it for furnishing water service. As used in this section, "municipal corporation" means a city or a city and county.

(b) Any municipal corporation owning and operating a public utility for furnishing water service, a part of which or all of which public utility is operated and used for furnishing water service outside the boundaries of the municipal corporation, may lease, sell, or transfer, for just compensation, all or any part of the portion of the public utility located outside the boundaries of the municipal corporation to any other municipal corporation, public agency, or public utility water corporation upon the terms and conditions agreed upon by the selling municipal corporation if, by resolution adopted by a majority of its legislative body, it has determined that the public utility, or portion thereof, is not necessary for supplying water to its own inhabitants and if the acquiring entity by resolution adopted by a majority of the members of its legislative body or board of directors has concurred in the lease, sale, or transfer and the terms and conditions thereof and if the acquiring entity will be bound to render water service to the persons formerly served through the system being sold on terms and conditions which are just and reasonable and which do not unreasonably discriminate against the customers of the acquired entity.

(c) Any municipal corporation owning and operating a public utility for furnishing water service may sell or transfer, for just compensation, all or any part of the public utility located inside its municipal boundaries to any other municipal corporation, public agency, or public utility water corporation upon the terms and conditions agreed upon by the selling municipal corporation, if the sale or transfer is approved as follows:

(1) The municipal corporation, by resolution adopted by a majority of its legislative body, has determined that the public utility, or portion thereof, is not necessary for supplying water to its own inhabitants, or that its inhabitants will be provided with equal or better service by the acquiring entity on terms that are just and reasonable and do not discriminate against the customers of the acquired entity, and orders the issue submitted to the qualified voters of the municipality at a special or general election held for that purpose.

(2) The acquiring entity by resolution adopted by a majority of its legislative body or board of directors has concurred in the sale or transfer and in the terms and conditions thereof.

(3) The sale or transfer is approved by a majority of all voters voting on the issue in the election held for that purpose.

(4) The municipal corporation, public agency, or public utility water corporation proposing to acquire a municipal corporation public utility for furnishing water service shall disclose to the customers of the public water system to be acquired, not less than 30 days prior to the date of election for formal approval of the acquisition, a written statement which includes all of the following:

(A) A summary of the price and terms of the proposed acquisition.

(B) A comparison of the applicable water charges before and after the proposed acquisition.

(C) The estimated savings to be achieved or additional costs expected to result, or both, from the proposed acquisition.

(d) Subject to subdivision (e), a municipal corporation may lease a public utility furnishing water service by a resolution adopted by a majority of its legislative body and without lease term or other restrictions stated in any other provision of law.

(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines that the proposal or proposals are responsive, shall schedule a public hearing, and notice thereof shall be published in accordance with Section 6066 of the Government Code. At the hearing, the municipal corporation shall examine proposals received and staff recommendations, and without lease term or other restrictions, may lease, sell, or transfer, for just compensation, the public utility to the entity that the municipal corporation finds best qualified to continue to provide equal or better service to the customers of the system. If the resolution proposes a sale, the resolution shall place the question on the ballot at the next regularly scheduled election or at a special election called for that purpose. The municipal corporation may, in its sole discretion, reject all proposals.

(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which the lease, sale, or transfer is made is hereby validated.

SEC. 3.5. Section 10061 of the Public Utilities Code is amended to read:

10061. (a) Notwithstanding Article 1 (commencing with Section 10001) and this article, and except as provided in Section 37420.5 of the Government Code, a municipal corporation, by following the provisions of this section, may lease, sell, or transfer all or part of a public utility owned and operated by it for furnishing water or sewer service. As used in this section, "municipal corporation" means a city or a city and county.

(b) Any municipal corporation owning and operating a public utility for furnishing water or sewer service, a part of which or all of which public utility is operated and used for furnishing water or sewer service outside the boundaries of the municipal corporation, may lease, sell, or transfer, for just compensation, all or any part of the portion of the public utility located outside the boundaries of the municipal corporation to any other municipal corporation, public agency, water corporation, or sewer system corporation upon the terms and conditions agreed upon by the selling municipal corporation if, by resolution adopted by a majority of its legislative body, it has determined that the public utility, or portion thereof, is not necessary for supplying water or sewer service to its own inhabitants and if the acquiring entity by resolution adopted by a majority of the members of its legislative body or board of directors has concurred in the lease, sale, or transfer and the terms and conditions thereof and if the acquiring entity will be bound to render water or sewer service to the persons formerly served through the system being sold on terms and conditions that are just and reasonable and do not unreasonably discriminate against the customers of the acquired entity.

(c) Any municipal corporation owning and operating a public utility for furnishing water or sewer service may sell or transfer, for just compensation, all or any part of the public utility located inside its municipal boundaries to any other municipal corporation, public agency, water corporation, or sewer system corporation upon the terms and conditions agreed upon by the selling municipal corporation, if the sale or transfer is approved as follows:

(1) The municipal corporation, by resolution adopted by a majority of its legislative body, has determined that the public utility, or portion thereof, is not necessary for supplying water or sewer services to its own inhabitants, or that its inhabitants will be provided with equal or better service by the acquiring entity on terms

that are just and reasonable and do not discriminate against the customers of the acquired entity, and orders the issue submitted to the qualified voters of the municipality at a special or general election held for that purpose.

(2) The acquiring entity by resolution adopted by a majority of its legislative body or board of directors has concurred in the sale or transfer and in the terms and conditions thereof.

(3) The sale or transfer is approved by a majority of all voters voting on the issue in the election held for that purpose.

(4) The municipal corporation, public agency, water corporation, or sewer system corporation proposing to acquire a municipal corporation public utility for furnishing water or sewer service shall disclose to the customers of the public water or sewer system to be acquired, not less than 30 days prior to the date of election for formal approval of the acquisition, a written statement which includes all of the following:

(A) A summary of the price and terms of the proposed acquisition.

(B) A comparison of the applicable water or sewer charges before and after the proposed acquisition.

(C) The estimated savings to be achieved or additional costs expected to result, or both, from the proposed acquisition.

(d) Subject to subdivision (e), a municipal corporation may lease a public utility furnishing water or sewer service by a resolution adopted by a majority of its legislative body and without lease term or other restrictions stated in any other law.

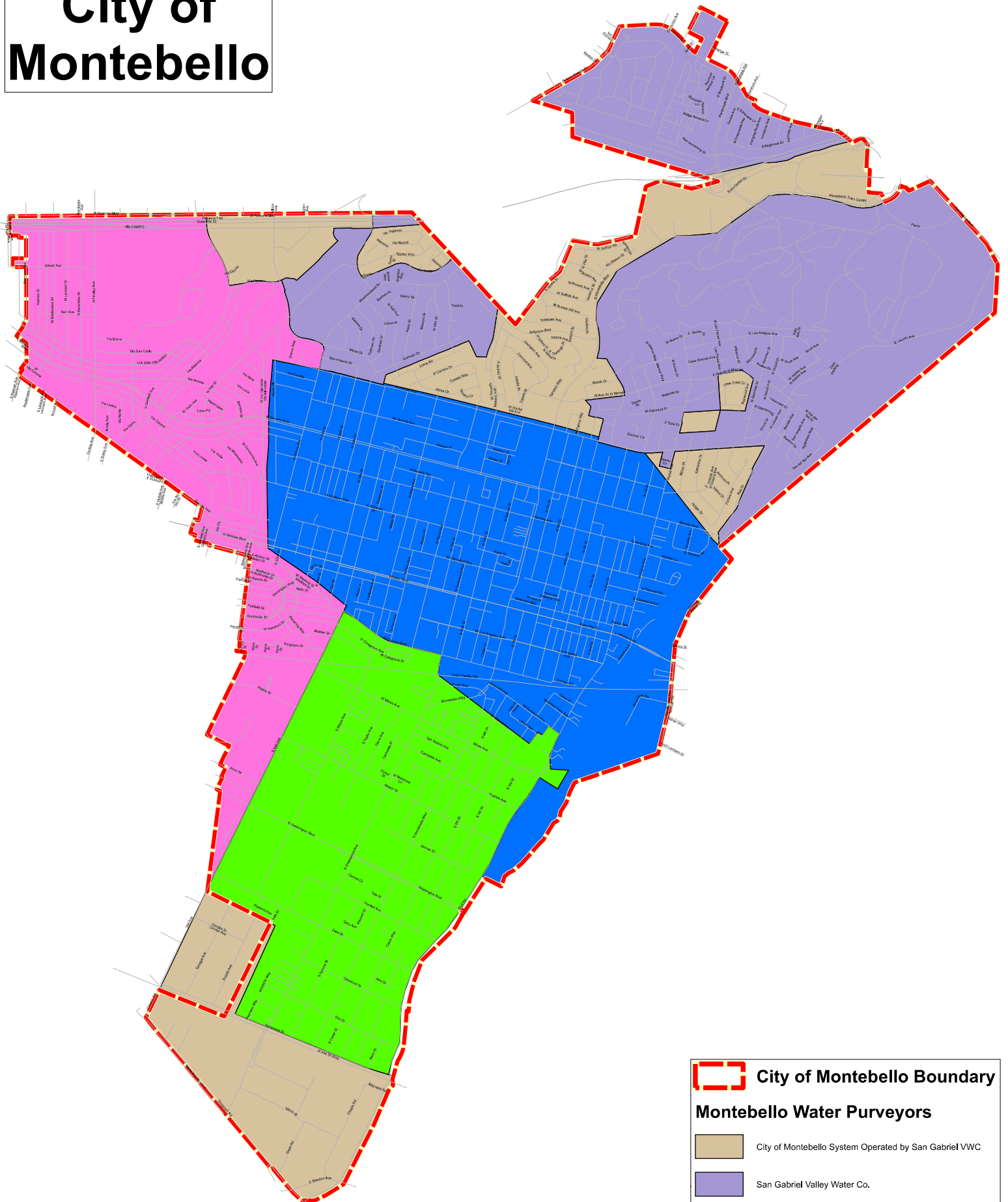
(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines that the proposal or proposals are responsive, shall schedule a public hearing, and notice thereof shall be published in accordance with Section 6066 of the Government Code. At the hearing, the municipal corporation shall examine proposals received and staff recommendations, and without lease term or other restrictions, may lease, sell, or transfer, for just compensation, the public utility to the entity that the municipal corporation finds best qualified to continue to provide equal or better service to the customers of the system. If the resolution proposes a sale, the resolution shall place the question on the ballot at the next regularly scheduled election or at a special election called for that purpose. The municipal corporation may, in its sole discretion, reject all proposals.

(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which the lease, sale, or transfer is made is hereby validated.

SEC. 4. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances in the Cities of El Monte, Montebello, and Willows.

SEC. 5. Section 3.5 of this bill incorporates amendments to Section 10061 of the Public Utilities Code proposed by both this bill and Assembly Bill 2179. That section shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2019, (2) each bill amends Section 10061 of the Public Utilities Code, and (3) this bill is enacted after Assembly Bill 2179, in which case Section 3 of this bill shall not become operative.

City of Montebello




City of Montebello Boundary

Montebello Water Purveyors


 City of Montebello System Operated by San Gabriel VWC


 San Gabriel Valley Water Co.


 California Water Service Co.


 Montebello Land and Water Co.


 South Montebello Irrigation District

CITY OF MONTEBELLO

WATER SYSTEM PERFORMANCE AND MAINTENANCE EVALUATION REPORT



MARCH 2020



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EXECUTIVE SUMMARY

The City of Montebello (City) is selling its water system to the San Gabriel Valley Water Company (San Gabriel). As part of the sale, the City must follow certain requirements under Assembly Bill (AB) 2339, including Section 2.37420.5.(a).(4) where the City “...has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.”

Stetson Engineers Inc. (Stetson) has been retained by the City to independently prepare this Water System Performance and Maintenance Evaluation Report (Report) in accordance with AB2339 requirements. Stetson reviewed the City's existing water distribution system infrastructure, water demands, conditions of facilities, inspection reports, pump tests, maintenance records, facility ages, and pumping capacities to recommend needed improvements. Stetson also reviewed water system performance and deferred maintenance, and identified necessary improvements. Stetson utilized standards from the American Water Works Association, U.S. Army Corps of Engineers, California Public Utilities Commission, and the State Water Resources Control Board – Division of Drinking Water during the review.

Based on the recommendations, a 10-year Capital Improvement Plan (CIP) and cost estimates of the potential system improvements to maintain reliable water service were developed. The following tabulation is a summary of the 10-year CIP budget based on the recommendations provided in the Report. In order to fund the recommended CIP projects (total cost of about \$25.6 million) over the next 10 years, the average cost for each City customer is estimated to be about \$142 per customer per month for 10 years.



10-Year Capital Improvement Plan

Description		Report Section	Estimated Cost	Implementation Year
Hillside Reservoir	Recoat exterior surfaces	2.3	\$243,000	< 5 Yrs
	Recoat interior surfaces	2.3	\$476,000	< 5 Yrs
	Install safety, health, and code features	2.3	\$22,000	< 5 Yrs
Town Center Reservoir	Repair interior corrosion	2.3	\$13,000	5 to 10 Yrs
	Clean interior drain valves	2.3	\$17,000	5 to 10 Yrs
	Install safety, health, and code features	2.3	\$5,000	< 5 Yrs
Gage Reservoir	Recoat roof areas	2.3	\$26,000	< 5 Yrs
	Recoat interior surfaces	2.3	\$249,000	< 5 Yrs
	Install safety, health, and code features	2.3	\$31,000	< 5 Yrs
Valve Maintenance	Locate, repair, replace valves	2.7	\$4,542,000	< 5 Yrs
Well 1 Improvements	Site improvements ¹	2.2	\$1,100,000	< 5 Yrs
North System	Replace CENB-24	Table 3-2	\$793,000	< 5 Yrs
	Replace Westmoreland booster pumps	Table 3-2	\$423,000	< 5 Yrs
	Replace Hillside booster pumps	Table 3-2	\$793,000	< 5 Yrs
	Replace Hillside fire pump	Table 3-2	\$106,000	< 5 Yrs
	Replace all meters	Table 3-2	\$2,249,000	< 5 Yrs
	Replace all fire services	Table 3-2	\$116,000	< 5 Yrs
	Replace all pressure reducing stations	Table 3-2	\$156,000	< 5 Yrs
South System	Replace Well 1 pump	Table 3-3	\$592,000	< 5 Yrs
	Replace CENB-22	Table 3-3	\$793,000	< 5 Yrs
	Replace Gage booster pumps	Table 3-3	\$793,000	< 5 Yrs
	Replace all meters	Table 3-3	\$931,000	< 5 Yrs
	Replace all fire services	Table 3-3	\$368,000	< 5 Yrs
North System	Replace all fire hydrants	Table 3-2	\$1,540,000	5 to 10 Yrs
South System	Replace all 8-inch CMLC mains	Table 3-3	\$4,000	5 to 10 Yrs
	Replace all 12-inch steel mains	Table 3-3	\$35,000	5 to 10 Yrs
	Replace all fire hydrants	Table 3-3	\$806,000	5 to 10 Yrs
Veteran's Tract	Replace / relocate all 4 & 6 inch mains	2.6	\$4,400,000	< 10 Yrs
Maintenance	On-going system maintenance	2.6	\$4,000,000	On-going
Total			\$25,622,000	

¹ Site improvements include improving the well capacity, replacement of the electrical panel, installation of a backup generator, installation security improvements, and acquiring a portion of adjacent land to facilitate the site improvements. Although treatment may potentially be required to remove PFAS contamination (see Section 2.8), the cost for a treatment facility is not included.



CHAPTER 1

INTRODUCTION AND OVERVIEW

1.1 Introduction

The City of Montebello (City) is selling its water system to the San Gabriel Valley Water Company (San Gabriel). As part of the sale, the City must follow certain requirements under Assembly Bill (AB) 2339, including Section 2.37420.5.(a).(4) where the City “...has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.” AB2339 is provided in Appendix A.

Stetson Engineers Inc. (Stetson) has been retained by the City to independently prepare this Water System Evaluation Report (Report) in accordance with AB2339 requirements. The Report reviews the City’s existing water distribution system infrastructure and presents a 10-year Capital Improvement Plan schedule and cost estimates of the potential system improvements. The Report is organized as follows:

- Chapter 1 provides an introduction to the Report and provides information on the City’s water distribution facilities and water demands
- Chapter 2 provides a condition and performance assessment of the City’s water distribution system facilities based on a visual inspection of above-ground facilities and a review inspection reports, pump tests, and maintenance records
- Chapter 3 provides an evaluation of the City’s water distribution system facilities based on ages and remaining service life estimates



- Chapter 4 provides an evaluation of the performance capacity of the City's water distribution system facilities to meet specific water demand requirements.
- Chapter 5 provides a plan for implementing the necessary facility improvements and maintenance identified in the Report.

1.2 Water System Description

1.2.1 Location and Service Area

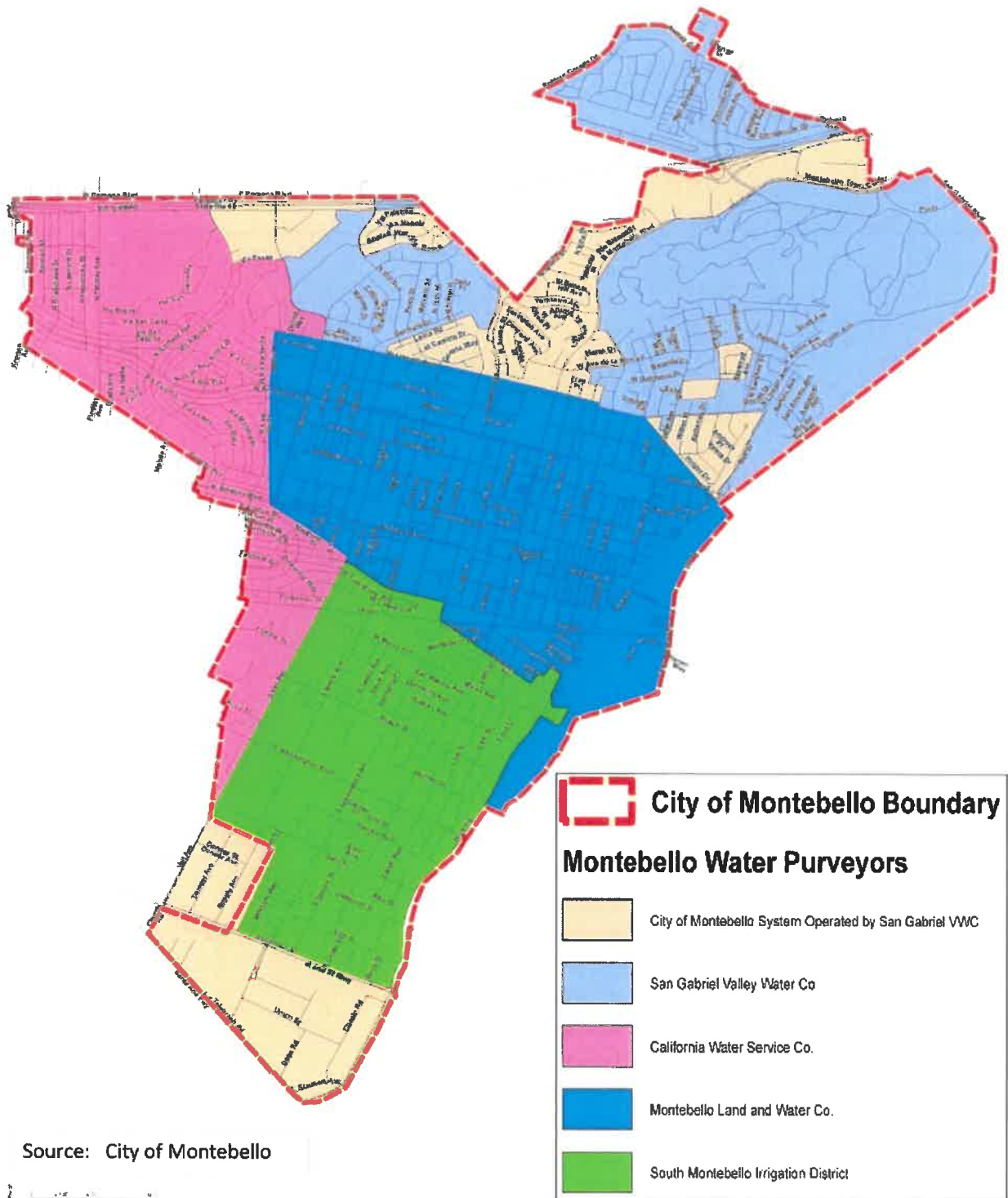
The City's water system serves portions of the City of Montebello (see Figure 1-1). Additional water purveyors within the City of Montebello's municipal boundaries include San Gabriel Valley Water Company, California Water Service Company, Montebello Land and Water Company, and South Montebello Irrigation District.

The City's water system includes a "North System" and a "South System", and collectively provides water service to about 1,500 customers¹. The two service areas are not geographically or hydraulically connected. The service areas for the water systems (including the City's water system) within the City of Montebello are provided in Figure 1-1. The City has contracted with San Gabriel to operate the City's water system since 2013. An inventory of the water distribution facilities in the North System and South System is provided in Appendix B. The locations of the City's water distribution facilities are provided in Appendix C. A further description of each system is provided below.

¹https://sdwis.waterboards.ca.gov/PDWW/JSP/WaterSystemDetail.jsp?tinwsys_is_number=2571&tinwsys_st_code=CA&wsnumber=CA1910117



Figure 1-1 Water Service Area





North System

The City's North System has two water supply sources. The City can purchase water supplies from San Gabriel through San Gabriel's M6 connection which has a capacity of 1,800 gallons per minute (gpm). The City can also purchase imported water from Central Basin Municipal Water District (CBMWD) through the CENB-24 connection which also has a capacity of 1,800 gpm.

There are two reservoirs in the North System. The Town Center reservoir is an in-ground concrete reservoir and has a capacity of 2 million gallons (MG). The Hillside reservoir is an above ground welded steel reservoir and has a capacity of 4.6 MG.

The North System has two booster pump stations that can provide water to the reservoirs and/or water pressure to the distribution system. The Hillside booster station includes three service pumps and one fire pump. The Westmoreland booster station includes two service pumps. The booster pumps vary in age, horsepower, and pumping capacity and are described further in Appendix B.

The North System includes about 83,370 feet (about 15.8 miles) of transmission and distribution pipelines, ranging in size from 4-inches to 24-inches in diameter. The pipeline materials include asbestos cement (AC), cast iron (CI), cement mortar lined and coated (CMLC), ductile iron (DI), polyvinyl chloride (PVC), and steel. Appendix B provides a breakdown of the pipeline materials, sizes, and lengths.

The North System includes about 1,011 services and meters. The services and meters range in size from 5/8-inch to 8-inches in diameter. In addition, the system includes 15 fire services ranging in size from 2-inches to 10-inches in diameter and about 197 fire hydrants.



In addition to the facilities noted above, the City's North System includes five water quality sampling stations, four air release/vacuum release valves, eight blow-offs and three pressure reducing/valve stations.

South System

The City's South System includes two water supply sources. The City can produce groundwater from the Central Basin through Well 1 which has a capacity of about 627 gpm. The City can also purchase treated, imported water from CBMWD through the CENB-22 connection which has a capacity of 3,100 gpm.

The City maintains one reservoir in the South System. The Gage reservoir is an above-ground welded steel reservoir with a capacity of 2 MG. The Gage booster station includes three service pumps. The booster pumps vary in age, horsepower, and pumping capacity and are described further in Appendix B.

The South System includes about 51,000 feet (about 9.7 miles) of transmission and distribution pipelines. The City's distribution system piping ranges in size from 4-inches to 14-inches in diameter. The distribution system includes AC, CI, CMCL, DI, PVC, and steel pipe. Appendix B provides a breakdown of the pipeline materials, sizes, and lengths.

The South System includes about 311 services and meters. The services and meters range in size from 1.5-inches to 10-inches in diameter. In addition, the system includes 53 fire services ranging in size from 1.5-inches to 10-inches in diameter and about 103 fire hydrants.

In addition to the facilities noted above the South System includes three water quality sampling stations, three air release/vacuum release valves, and two blow-offs.



1.3 Water System Demands

The City's potable water supplies include groundwater production from the Central Groundwater Basin, water purchased from San Gabriel, and treated imported water purchased from the Metropolitan Water District of Southern California (MWD) through CBMWD.

The North System's primary source of water supply is water purchased from San Gabriel through the M6 connection. The North System can also receive treated imported water through the CENB-24 connection. (The City began purchasing water from San Gabriel to service the North System in April 2016. The City purchased this water in-lieu of purchasing imported water from CBMWD.)

The South System's primary source of water supply is groundwater produced from the Central Basin from Well 1. The South System can also receive treated imported water through the CENB-22 connection.

The historical water demands for the North and South Systems are provided in Table 1-1. Over the past 10 years, the City's total water demands have ranged from 994 acre-feet per year (AFY) to 1,553 AFY, with an average of about 1,287 AF. On average, the South System accounts for about 17 percent of the water demand and North System accounts for about 83 percent of the water demand. The City's annual water demands have decreased over recent years likely in response to recent multi-year drought conditions and the Governor's April 1, 2015 Executive Order B-29-15, which mandated statewide reduction in water use of 25 percent. Because of the City's built-out condition and the City's implementation of required water conservation measures, it is not anticipated there will be any substantial water demand increases in the near future. As a result, the City's historical average water demand of 1,287 AFY has been used to represent the near-term water demands in this Report.



Table 1-1 Historical Water Demands

Fiscal Year	South System			North System			Total
	Groundwater ¹ (Well 1)	Imported Water ¹ (CENB-22)	Subtotal	Imported Water ¹ (CENB-24)	Purchased Water ² (San Gabriel M6)	Subtotal	
2009-10	317	0	317	1,112	0	1,112	1,429
2010-11	390	0	390	1,034	0	1,034	1,424
2011-12	269	0	269	1,106	0	1,106	1,375
2012-13	236	0	236	1,182	0	1,182	1,418
2013-14	216	0	216	1,337	0	1,337	1,553
2014-15	163	0	163	1,163	0	1,163	1,326
2015-16	137	0	137	789	181	970	1,108
2016-17	148	0	148	0	931	931	1,079
2017-18	156	0	156	0	1,011	1,011	1,167
2018-19	145	0	145	0	849	849	994
Average			218			1,070	1,287

Notes:

¹ Groundwater and imported water data obtained from Central Basin Watermaster Annual Reports

² Purchased water data provided by San Gabriel. The City began purchasing water from San Gabriel to service the North System on April 29, 2016. The City purchased this water in-lieu of purchasing imported water from CBMWD, at a 10 percent discounted rate from CBMWD

1.3.1 Maximum and Peak Hour Demands

Based on the average annual water demand of about 1,287 AFY, the City's average day demand (ADD) is about 1.15 million gallons per day (MGD), or 800 gallons per minute (gpm). The City's historical maximum day demands (MDD) are summarized in Table 1-2. Based on the historical data, the conversion factor to estimate the City's MDD, from the ADD, is about 2.0. Pursuant to the City's 2016 Sanitary Survey, prepared by the State Water Resources Control Board – Division of Drinking Water (SWRCB-DDW), the conversion factor to estimate the City's peak hour demand (PHD), from the MDD, is 1.5.



The ADD in the North System (based on an average demand of 1,070 AFY) is about 0.96 MGD. Based on a conversion factor of 2.0, the MDD within the North System is about 2 MGD, or 1,390 gpm. Based on a conversion factor of 1.5, the PHD is about 2,780 gpm.

The ADD in the South System (based on an average demand of 218 AFY) is about 0.19 MGD. Based on a conversion factor of 2.0, the MDD within the South System is about 0.4 MGD, or 260 gpm. Based on a conversion factor of 1.5, the PHD is about 390 gpm.

The ADD, MDD, PHD are used to evaluate the capacities of the City's water distribution system facilities (discussed in Section 4).

Table 1-2 Maximum Day Demands

Fiscal Year	South System Demands	North System Demands	Total Demands	Average Day Demands ¹	Maximum Day Demands ²	ADD to MDD Factor ³
	(AFY)	(AFY)	(AFY)	(MGD)	(MGD)	
2009-10	317	1,112	1,429	1.28	2.8	2.2
2010-11	390	1,034	1,424	1.27	2.8	2.2
2011-12	269	1,106	1,375	1.23	-	-
2012-13	236	1,182	1,418	1.27	2.6	2.1
2013-14	216	1,337	1,553	1.39	2.5	1.8
2014-15	163	1,163	1,326	1.18	2.3	1.9
2015-16	137	970	1,108	0.99	1.7	1.7
2016-17	148	931	1,079	0.96	-	-
2017-18	156	1,011	1,167	1.04	-	-
2018-19	145	849	994	0.89	-	-
Average	218	1,070	1,287	1.15	-	2.0

Notes:

¹ Total Demands converted into daily demands (1 MGD = 1,120 AFY)

² Maximum Day Demands obtained from City's 2016 Sanitary Survey

³ Maximum Day Demand divided by Average Day Demand



CHAPTER 2

CONDITION AND PERFORMANCE ASSESSMENT

2.1 Introduction

The condition and performance assessment of the City's water distribution system facilities included a visual inspection of above-ground facilities during a site tour and a review of inspection reports, pump tests, and maintenance records.

2.2 Visual Inspection

During a site visit on January 14, 2020, Stetson Engineers performed a visual inspection of the City's above-ground facilities to identify any physical, operation, or maintenance issues. Photographs of the City's water system facilities taken during the site visit are provided in Appendix D.

North System

The following is a summary of Stetson's visual inspection of the City's North System:

- Only the exterior shell of the Hillside reservoir was observed. There are random areas of rust streaks and patches throughout (especially near the manhole cover and the stairway safety cage). There is a significant amount of bird droppings at the base of the inlet pipe. The concrete pavement surrounding the reservoir has many areas of uplift as a result of tree root intrusion from beyond the retaining wall. It was not observable if root intrusion would affect the interior of the reservoir. The reservoir is currently operating and San Gabriel operators indicate there are no operational issues.



- The Hillside booster station includes three booster pumps and one fire pump, however, one of the booster pumps was out of service (i.e. motor has been removed) and was being repaired at the time of the site tour. The pumps are covered by a small metal awning. The booster pumps recently have had variable frequency drives (VFDs) replaced. The City recently (in 2019) replaced the electrical panel and installed a new backup generator. With the exception of the one booster pump, the booster pump station is currently operating and San Gabriel operators indicate there are no operational issues. The booster pumps serve about 60 to 80 homes in the vicinity of the Hillside reservoir.
- The hydropneumatic tank at the Hillside booster pump station is currently not in service due to high potential for catastrophic failure (safety issues). San Gabriel operators indicate there are no plans for the hydropneumatic tanks to be utilized since the new VFDs were installed.
- Only the visible roof exterior of the Town Center reservoir was observed. The reservoir is currently operating and San Gabriel operators indicate there are no operational issues.
- The Westmoreland booster station includes two booster pumps. The booster station is located in a vault underneath the sidewalk and a visual inspection was not performed.
- CEN-24 is available as a source of water supply but is not currently being used.

South System

The following is a summary of Stetson's visual inspection of the City's South System:

- The capacity of Well 1 has been declining over recent years. The Well 1 casing can potentially be redeveloped (e.g. surging, backwashing, etc.) to improve the capacity. The well is outdoors, but has a small metal cover on top of the motor. The well meter is currently not working and will need to be replaced. The well pump has patches of rust at the base. The electrical panel is out of compliance and will



need to be upgraded. In addition, because Well 1 is the main source of water supply to the South System, a backup generator should be installed to provide power during electrical outages. Site security improvements are needed. The purchase of additional adjacent land (or a portion of) may be required in order to facilitate the recommended improvements above.

- Well 1 may be vulnerable to PFAS contamination. A further discussion is provided below (see Section 2.8).
- Only the exterior shell of the Gage reservoir was observed. There are a few areas of rust and staining along the exterior surface. The safety ladder is currently not OSHA (i.e. Occupation Safety and Health Administration) compliant and will need to be upgraded. The reservoir is currently operating and San Gabriel operators indicate there are no operational issues.
- The hydropneumatic tank at the Gage booster pump station is currently not in service. San Gabriel operators indicate the hydropneumatic tanks are not needed.
- The Gage booster station includes three booster pumps. The pumps are not covered. The pumps all exhibit rusting (especially at the base) and maintenance and/or recoating is required. The electrical panel also show signs of wear and recoating is required. The booster pump station is currently operating and San Gabriel operators indicate there are no operational issues.

San Gabriel's Supervisory Control and Data Acquisition (SCADA) server, located at San Gabriel's office in the City of El Monte (11142 Garvey Avenue), was also observed during the site visit. The SCADA server uses HyperTAC II software.

A summary of the above recommendations, along with cost estimates, based on the visual inspection are provided in Chapter 5.



2.3 Reservoir Inspection Reports

The City performs periodic inspections of its reservoirs. Harper and Associates prepared inspection reports (including corrosion reports and photographic surveys) for the Hillside, Town Center, and Gage reservoirs during June 2017. A summary of the recommendations for each of these inspection reports, along with estimated costs (as of 2017) to implement these recommendations, is provided below.

Hillside Reservoir (See Appendix G)

- All exterior surfaces should be abrasively blast cleaned, primed, and recoated. The cost of this improvement is estimated at up to about \$230,000.
- The interior coating is in poor condition. All interior surfaces should be abrasively blast cleaned and an epoxy coating system should be applied. The cost of this improvement is estimated at up to about \$450,000.
- Safety, health, and code features should be installed, including: a handrail, a roof hatch, and fall prevention on the interior ladder meeting OSHA requirements; and a personal fall restraint system to provide access to all areas of the roof. The cost of these improvements is estimated at up to about \$20,000.

Town Center Reservoir (See Appendix F)

- The compression struts on the main roof hatch are corroded and need to be replaced.
- Random spot corrosion on the internal concrete walls and column bases should be cleaned by brush-off blast cleaning, chipping, grinding, etc., and repaired with a cementitious material. The cost of this improvement is estimated at up to about \$12,000.



- Moderate to severe corrosion on the inlet/outlet and drain valves should be repaired by abrasive blast cleaning and applying an epoxy coating system. The cost of this improvement is estimated at up to about \$15,500.
- Safety, health, and code features should be installed, including a fall protection system on the interior ladder meeting OSHA requirements. The cost of these improvements is estimated at up to about \$4,000.

Gage Reservoir (See Appendix G)

- The exterior coating of the center vent, roof hatch curb, and miscellaneous penetrations on the roof are in poor condition and will need to be recoated. The interior coating of these areas can be performed when the reservoir interior is recoated. The cost of this improvement is estimated at up to about \$24,000.
- Areas of corrosion on the interior coating should be abrasive blast cleaned and zinc/epoxy coated. The cost of this improvement is estimated at up to about \$235,000.
- Safety, health, and code features should be installed, including: a handrail, self closing ladder gate, and a roof hatch meeting OSHA requirements; a second roof hatch or auxiliary vent and a second manhole or flush-type cleanout meeting the AWWA D100 Standard; and a personal fall restraint system to provide access to all areas of the roof. The cost of these improvements is estimated at up to about \$28,800.

A summary of these recommendations, along with cost estimates, based on the reservoir inspection reports are provided in Chapter 5. Pursuant to SWRCB-DDW recommendations, the City should continue to inspect its water storage facilities once every five years.



2.4 Hydropneumatic Inspection Reports

In addition to performing reservoir inspections, the City performed inspections of its hydropneumatics tanks. Harper and Associates prepared inspection reports (including corrosion reports and photographic surveys) for the hydropneumatic tanks at the Hillside booster station and at the Gage booster station during June 2017. The inspection reports recommended the Hillside hydropneumatic tank be replaced, due to severe corrosion and to avoid catastrophic failure, with an estimated cost of up to about \$40,000. The inspection reports also recommended recoating the interior and exterior of the Gage hydropneumatic tank, with an estimated cost of up to about \$36,000 (the estimated cost for installation of a replacement tank is up to about \$45,000). Currently, both hydropneumatic tanks are not operating. In addition, San Gabriel has no plans to utilize the hydropneumatic tanks since they are not needed due to the installation of new VFDs, system operation adjustments, and SCADA program configuration. It is recommended the hydropneumatic tanks be removed if there no plans to use them.

2.5 Southern California Edison Pump Efficiency Tests

Southern California Edison (SCE) periodically performs pump tests on the City's wells and booster pumps. These SCE pump tests help the City identify inefficient pumps. Based on recommendations provided by SCE, inefficient pumps may need to be replaced or refurbished depending on their age, plant efficiency, and power requirements. In general, increasing the efficiency of a low efficiency pump that is operating at full capacity will result in significant electrical cost savings. Furthermore, as plant efficiencies typically decrease over time, there is an increased potential for electrical cost savings through replacing or refurbishing pumps. However, if an inefficient pump is operating at a reduced capacity, the electrical cost savings may not be significant.



SCE recently performed a pump test for the City's Well 1 on July 23, 2019. According to the pump test results, the efficiency of Well 1 was 64.9 percent. Pump efficiencies are a measure of how much water horsepower is produced by the pumping plant from the input horsepower². SCE indicates the efficiency of Well 1 can be improved (through repairs or retrofits) from 64.9 percent to 68 percent, however, this improvement was estimated by SCE to result in a relatively low cost saving of about \$545 per year.

A cost evaluation can be performed to determine if replacement or refurbishment of the pump for Well 1 is an economical way to increase efficiency. For the purposes of evaluation, refurbishment is assumed to provide an additional 12½ years of service life to a pump (or approximately half of the original service life estimate of 25 years for a new pump). Refurbishment should generally be applied only to relatively newer pumps. Replacement of a pump is assumed to provide 25 years of service life. The present worth of the potential annual power cost savings, using a 2 percent rate of return over the estimated life of the pump, is compared to the cost for pump refurbishment and replacement. If the present worth of the potential annual power cost savings (i.e. \$545 per year) is greater than the cost for refurbishment or replacement, it has been assumed that refurbishment or replacement of a well pump is economical.

The cost to replace a well pump is about \$390,000. This cost is estimated based on vendor quotes and includes factors for mobilization, contingency, design and construction management. The annualized cost for replacement (based on 2 percent over 25 years) is about \$20,000 per year. Similarly, the cost to refurbish a well pump is about \$70,000 and is estimated based on vendor quotes and includes replacement of bowl assembly and line shaft. The annualized cost for replacement (based on 2 percent over 12½ years) is about \$6,400 per year. Based on an estimated annual savings of about \$545 per year, the replacement or refurbishment of well pumps does not appear economical.

² "Pump Testing and Hydraulic Services Manual", SCE 2006



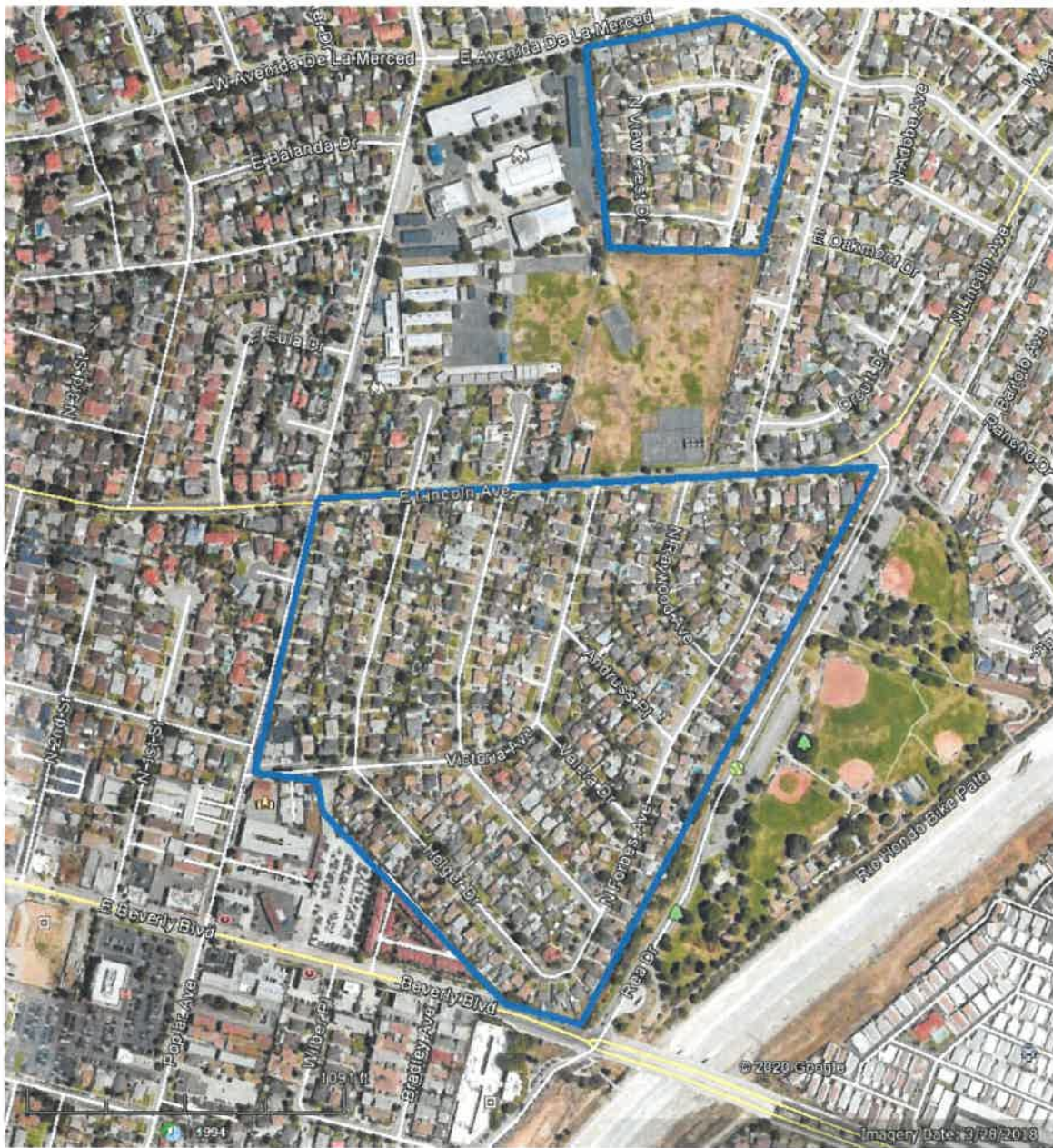
2.6 Maintenance Records

San Gabriel has been operating the City's water system since 2013. In addition, San Gabriel performs necessary maintenance (including repairing/replacing mains, services, meters, hydrants, valves, etc.) to the City's water distribution system facilities. A listing of maintenance performed by San Gabriel, along with costs, is provided in Appendix H. Over the past five (5) years, the annual cost for San Gabriel to perform maintenance has ranged from about \$170,000 per year to \$620,000 per year, with an average of about \$400,000 per year.

San Gabriel's maintenance records also provide information on pipeline main repairs (i.e. leak repairs). Over the past seven years, a majority of the pipeline repairs in the North System are associated with 4 to 6-inch cast iron pipelines located along View Crest Drive and Raywood Avenue. These pipelines are located in a portion of the North System referred to as the "Veteran's Tract" (see Figure 2-1). San Gabriel operators indicate there are many maintenance issues associated with pipelines within the Veteran's Tract due to age. Although the ages of these pipelines are unknown, a majority of homes within the Veteran's Tract were constructed between 1947 and 1957. Furthermore, many of the pipelines were installed on easements within backyards. These pipelines are hard to access and difficult to serve. Due to the significant maintenance issues, ages, pipe locations, and pipe sizes, it is recommended pipelines within the Veteran's Tract be replaced (see Chapter 5). Approximately two (2) miles of pipeline within the Veteran's Tract should be replaced with 8-inch diameter pipeline. In addition, a large portion (about 180 parcels) of the pipelines are located in backyards and should be relocated to public right-of-way (i.e. streets). The associated service laterals and meters should also be relocated. The estimated cost of replacing/relocating the pipelines, laterals, and meters within the Veteran's Tract was estimated at about \$4.4 million.



Figure 2-1 **Location of Veteran's Tract**





2.7 Sanitary Survey

The SWRCB-DDW performs periodic reviews (i.e. Sanitary Survey) of the City's water system, including a review of water system files and water quality monitoring records and a field inspection. The City's most recent Sanitary Survey was prepared in 2016 and provides system issues/deficiencies identified by the SWRCB-DDW. It appears the City (through San Gabriel) has responded to the issues identified in the 2016 Sanitary Survey. The SWRCB-DDW also recommends the following on-going maintenance practices:

- The City needs to improve its valve maintenance program. Valves should be exercised at least once every five years
- The City should implement annual dead-end flushing in pipelines.
- The City should inspect its reservoirs at least once every five years.

Pursuant to the City's "*Water Rate Study*", prepared by MF Whipple and Associates on October 12, 2016, approximately \$4.3 million is required to conduct valve maintenance as recommended in the Sanitary Survey. The costs include locating up to 860 valves and repairing or replacing them as necessary. The cost to perform the necessary valve maintenance is provided in Chapter 5.

2.8 Groundwater Quality Results

The City's Well 1 may be vulnerable to PFAS (i.e. Per- and Polyfluoroalkyl Substances) contamination. The two main PFAS contaminants of concern include Perfluorooctanoate (PFOA) and Perfluorooctanesulfonate (PFOS). The SWRCB-DDW recently established Notification Levels (NLs) in August 2019 and "response levels" in February 2020 for PFOA and PFOS (see Table 2-1).

Water quality results reported during 2019 indicate Well 1 may be vulnerable to PFOA and PFOS contamination (see Table 2-1). The SWRCB-DDW may require additional



water quality testing be performed and if PFOA or PFOS concentrations exceed their respective response levels, the City will be required to: take the water source out of service; provide treatment; or notify their customers in writing.

Table 2-1 PFAS Contamination

PFAS Contaminant	Well 1 Concentrations (ppt) ¹	Notification Level (ppt) ²	Response Level (ppt) ³
PFOA	9.6 to 16	5.1	10
PFOS	18 to 42	6.5	40

Notes:

¹https://sdwis.waterboards.ca.gov/PDWW/JSP/SamplingResultsByStoret.jsp?SystemNumber=1910117&SamplingPointID=004&SamplingPointName=MONTABELLO+WELL+01&Storet=&ChemicalName=&begin_date=&end_date=

² August 2019 (SWRCB-DDW)

³ February 2020 (SWRCB-DDW)

ppt = parts per trillion (or nanograms per liter)



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CHAPTER 3

EVALUATION OF FACILITY AGES

3.1 Introduction

The projected service life of the City's facilities varies depending on the equipment type. The California Public Utilities Commission's (CPUC) "*Standard Practice for Determination of Straight-Line Remaining Life Depreciation Accruals*" provides average ranges of equipment service life for different types of utilities, including water systems. These service life ranges are based upon factors such as the future effect of wear and tear, decay, action of the elements, inadequacy, and public requirements. Based upon these CPUC ranges, Stetson Engineers Inc. has previously developed specific service life estimates for use in valuation projects in Los Angeles County. Table 3-1 provides initial service life estimates, developed by Stetson Engineers Inc., for the purpose of determining the need to replace the different types of City facilities:

The initial service life estimates provided in Table 3-1 are only applied to new equipment. Service life estimates can change slightly once the equipment is actually in operation. The CPUC relies on various "Iowa Curves" (or Survivor Curves) to determine the remaining service life of equipment that has been in operation. Based on the current age of facilities, the corresponding Iowa Curves can be used to determine and/or interpolate the remaining service life. In some cases, Iowa Curves can also be used to determine the remaining service life of operating equipment that has already exceeded its original estimated service life. The Iowa Curves have been applied to the City's facilities to estimate the remaining service life of certain facilities for the purposes of making replacement recommendations. Tables 3-2 and 3-3 provide the remaining service life estimates for the City's water distribution system facilities in the North System and South System, respectively.

**Table 3-1 Initial Estimated Service Life for Water System Facilities**

Facility Type	Initial Estimated Service Life (Years)	CPUC Iowa / Survivor Curve (To Determine Remaining Life)
Well Casing	40	S ₁ (40)
Well Pumps	25	S ₁ (25)
Booster Pumps	25	S ₁ (25)
Reservoirs - Concrete	50	L ₁ (50)
Reservoirs - Steel	50	S ₁ (50)
Valves / Interconnections / Meters	35	R ₃ (35)
Fire Services	35	R ₂ (35)
Hydrants	40	R ₂ (40)
Pipelines - AC	60	R ₂ (60)
Pipelines - CI	60	R ₂ (60)
Pipelines - CMLC	50	R ₂ (50)
Pipelines - DI	50	R ₂ (60)
Pipelines - PVC	40	R ₂ (40)

Notes:

Source: California Public Utilities Commission's "Standard Practice for Determination of Straight-Line Remaining Life Depreciation Accruals, Standard Practice U-4" (January 1961).

AC = Asbestos Cement

CI = Cast Iron

CMLC = Cement Mortar Lined and Coated

DI = Ductile Iron

PVC = Polyvinyl Chloride



Table 3-2 Remaining Service Life Estimates – North System

Description	Material	Year Installed ¹	Current Age (2020) ²	CPUC Data ^{3,4}				Probable Life ⁵	Remaining Life ⁷
				Initial Service Life Estimate ³	CPUC Survivor Curve ³	Age (Percent of Average Life) ⁵	Probable Life (Percent of Average Life) ⁴		
<u>Water Supply</u> MWD CB-24 ⁶		1973	47	35	R ₃ (35)	134%	142.7%	49.9	3
<u>Reservoirs</u>									
Town Center	Concrete	1984	36	50	L ₁ (50)	72%	128.3%	64.2	28
Hillside	Steel	1975	45	50	S ₁ (50)	90%	126.4%	63.2	18
<u>Booster Stations</u>									
Westmoreland		1984	36	25	S ₁ (25)	144%	160.1%	40.0	4
Hillside ⁹		1975	45	25	S ₁ (25)	180%	185.4%	46.3	1
Hillside Fire Pump		1975	45	25	S ₁ (25)	180%	185.4%	46.3	1
<u>Distribution Mains</u>									
4" Main	PVC	1985	35	40	R ₂ (40)	88%	121.8%	48.7	14
6" Main	AC	1976	44	60	R ₂ (60)	73%	115.7%	69.4	25
8" Main	AC	1975	45	60	R ₂ (60)	75%	116.4%	69.8	25
8" Main	AC	1985	35	60	R ₂ (60)	58%	110.7%	66.4	31
8" Main	CI	1979	41	60	R ₂ (60)	68%	112.2%	67.3	26
8" Main	DI	1984	36	60	R ₂ (60)	60%	111.3%	66.8	31
8" Main	PVC	1985	35	40	R ₂ (40)	88%	121.8%	48.7	14
10" Main	AC	1976	44	60	R ₂ (60)	73%	115.7%	69.4	25
10" Main	CMLC	1976	44	50	R ₂ (50)	88%	121.8%	60.9	17
10" Main	DI	1984	36	60	R ₂ (60)	60%	111.3%	66.8	31
10" Main	PVC	1985	35	40	R ₂ (40)	88%	121.8%	48.7	14
12" Main	AC	1977	43	60	R ₂ (60)	72%	115.3%	69.2	26
12" Main	CMLC	1977	43	50	R ₂ (50)	86%	120.9%	60.5	17
12" Main	Steel	1985	35	50	R ₂ (50)	70%	114.6%	57.3	22
16" Main	AC	1984	36	60	R ₂ (60)	60%	111.3%	66.8	31
16" Main	AC	1984	36	60	R ₂ (60)	60%	111.3%	66.8	31
16" Main	DI	1984	36	60	R ₂ (60)	60%	111.3%	66.8	31
16" Main	Steel	1984	36	50	R ₂ (50)	72%	115.3%	57.6	22
24" Main	Steel	1974	46	50	R ₂ (50)	92%	123.7%	61.8	16
<u>Hydrants</u>									
Fire Hydrants		1970	50	40	R ₂ (40)	125%	142.5%	57.0	7
<u>Meters w/Lateral</u> 5/8x3/4" to 8"		1970	50	35	R ₃ (35)	143%	149.4%	52.3	2
<u>Fire Services</u> 2" to 10" Detector Check		1970	50	35	R ₂ (35)	143%	154.9%	54.2	4
<u>Other Appurtenances</u> Pressure Reducing Stations ⁶		1970	50	35	R ₃ (35)	143%	149.4%	52.3	2

Notes

¹ Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

² Current age of facility as of the year 2020

³ California Public Utilities Commission's "Standard Practice for Determination of Straight-Line Remaining Life Depreciation Accruals", January 1961

⁴ "Percent Surviving and Probable Lives of the 18 Type Curves" tables

⁵ Current Age divided by Initial Service Life Estimate

⁶ Initial Service Life Estimates multiplied by the Probable Life (%)

⁷ Probable Life less Current Age

⁸ Age based on valves, interconnections, and meters

⁹ The VFDs for the Hillside booster pumps were recently replaced. However, the conditions of the pumps and other underground components are not known.



Table 3-3 Remaining Service Life Estimates – South System

Description	Material	Year Installed ¹	Current Age (2020) ²	CPUC Data ^{3,4}				Probable Life ⁶	Remaining Life ⁷
				Initial Service Life Estimate ³	CPUC Survivor Curve ³	Age (Percent of Average Life) ⁵	Probable Life (Percent of Average Life) ⁴		
<u>Water Supply</u>									
Well 1 Pump		1973	47	25	S ₁ (25)	188%	191.2%	47.8	1
Well 1 Casing		1973	47	40	S ₁ (40)	118%	143.1%	57.2	10
MWD CB-22 ⁸		1973	47	35	R ₃ (35)	134%	142.7%	49.9	3
<u>Reservoirs</u>									
Gage Reservoir	Steel	1973	47	50	S ₁ (50)	94%	128.7%	64.3	17
<u>Booster Station</u>									
Gage Booster		1973	47	25	S ₁ (25)	188%	191.2%	47.8	1
<u>Distribution Mains</u>									
4" Main	CI	1985	35	60	R ₂ (60)	58%	110.7%	66.4	31
4" Main	DI	1985	35	60	R ₂ (60)	58%	110.7%	66.4	31
6" Main	AC	1966	54	60	R ₂ (60)	90%	122.7%	73.6	20
6" Main	CI	1954	66	60	R ₂ (60)	110%	133.2%	79.9	14
8" Main	AC	1960	60	60	R ₂ (60)	100%	127.7%	76.6	17
8" Main	CMLC	1960	60	50	R ₂ (50)	120%	139.3%	69.6	10
8" Main	CI	1960	60	60	R ₂ (60)	100%	127.7%	76.6	17
8" Main	DI	1966	54	60	R ₂ (60)	90%	122.7%	73.6	20
8" Main	PVC	1985	35	40	R ₂ (40)	88%	121.8%	48.7	14
10" Main	AC	1976	44	60	R ₂ (60)	73%	115.7%	69.4	25
10" Main	CI	1961	59	60	R ₂ (60)	98%	126.6%	76.0	17
10" Main	DI	1985	35	60	R ₂ (60)	58%	110.7%	66.4	31
12" Main	AC	1972	48	60	R ₂ (60)	80%	118.4%	71.0	23
12" Main	CI	1972	48	60	R ₂ (60)	80%	118.4%	71.0	23
12" Main	DI	1982	38	60	R ₂ (60)	63%	112.2%	67.3	29
12" Main	Steel	1958	62	50	R ₂ (50)	124%	141.9%	70.9	9
14" Main	DI	1972	48	60	R ₂ (60)	80%	118.4%	71.0	23
<u>Hydrants</u>									
Fire Hydrants		1969	51	40	R ₂ (40)	128%	144.5%	57.8	7
<u>Meters w/Lateral</u>									
1.5" to 10"		1969	51	35	R ₃ (35)	146%	151.6%	53.1	2
<u>Fire Services</u>									
1.5" to 10" Detector Check		1969	51	35	R ₂ (35)	146%	157.0%	55.0	4

Notes

¹ Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

² Current age of facility as of the year 2020

³ California Public Utilities Commission's "Standard Practice for Determination of Straight-Line Remaining Life Depreciation Accruals", January 1961

⁴ "Percent Surviving and Probable Lives of the 18 Type Curves" tables

⁵ Current Age divided by Initial Service Life Estimate

⁶ Initial Service Life Estimates multiplied by the Probable Life (%)

⁷ Probable Life less Current Age

⁸ Age based on valves, interconnections, and meters



3.2 Remaining Service Life Evaluation

According to Tables 3-2 and 3-3, the remaining service life estimates for the City's water distribution facilities range from one (1) year to 31 years (i.e. none of the City's facilities have exceeded a remaining service life). The City's facilities with a remaining service life estimate of less than five years would need to be replaced in the near future. In addition, facilities with a remaining service life estimate of between five and ten years would need to be replaced in the next ten years. A summary of the facilities which require replacement is provided in Table 3-4.

Table 3-4 Summary of Remaining Service Life Estimates

System	Remaining Service Life Estimate	
	Less than 5 Years	Between 5 and 10 Years
North System	• CENB-24 • Westmoreland booster pumps • Hillside booster pumps • Hillside fire pump • All meters • All fire services • All pressure reducing stations	• All fire hydrants
South System	• Well 1 pump • CENB-22 • Gage booster pumps • All meters • All fire services	• All 8-inch CMLC mains • All 12-inch steel mains • All fire hydrants

A summary of these recommendations, along with cost estimates, based on the remaining service life estimates are provided in Chapter 5.



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CHAPTER 4

EVALUATION OF FACILITY CAPACITIES TO MEET DEMANDS

4.1 Introduction

This section evaluates the capacities of the City's existing distribution facilities and presents recommendations for capital improvements to maintain system reliability and redundancy. This section also presents the criteria against which the existing system facilities were evaluated, including reservoir and pumping facilities. Although a hydraulic model can be used to identify and resolve any water system pipeline deficiencies associated with pressure, velocity, and fire flow requirements, a hydraulic model of the City's water distribution system is not available at this time. Typically, a hydraulic model is prepared in conjunction with a Water System Master Plan report to identify water distribution system deficiencies. However, the City has not previously prepared a Water System Master Plan report. The costs to prepare and run a hydraulic model are significant. In addition, a model was not required for the preparation of this Report, and the City did not request the preparation of a hydraulic model for this Report.

4.2 Reservoir Storage Evaluation

Water is stored in the City's reservoirs to provide water pressure, equalize pumping rates, equalize supply and demand over periods of high consumption, provide surge relief, and furnish water during fires and other emergencies. Storage facilities must be sized to sufficiently provide for the following:

- **Equalization Storage:** Provide equalization to the daily fluctuation of water demand.
- **Fire Suppression Storage:** Meet the demands of fire fighting for a specified



period of time within the service area.

- **Emergency Storage:** Provide water reserves for contingencies such as system failures, power outages and other emergencies.

Equalization Storage

The operational component of storage is determined by the fluctuation in hourly demand during the maximum day of operation. The amount of equalization storage required is a function of the finished water pumping capacity, distribution piping capacity, and system demand characteristics. Equalization storage is generally less expensive than increased capacities of finished water pumps and distribution piping beyond that required to meet the maximum day demand (MDD) or peak day demand. Consequently, it is desirable to size the pumping and piping systems to carry MDD, with equalization storage sized to carry demands in excess of the MDD up to the peak hour demand (PHD). According to the American Water Works Association's (AWWA) "*Distribution Network Analysis for Water Utilities*", equalization storage should be approximately 50 percent of the total storage required and between 20 to 25 percent of the Average Day Demand (ADD). The U.S. Army Corps of Engineers (USACE) recommends that the combined equalization and emergency storage be 50 percent of average total daily domestic demand plus all industrial demands (Source: USACE, 1984: Engineering and Design Manual - Water Supply, Water Storage – Mobilization Construction). An equalization storage requirement of 25 percent of the MDD, which is approximately 42.5 percent of the ADD was used to evaluate storage in this Report. The estimated equalization storage requirements for the North System and South System are summarized in Table 4-1.



Table 4-1 Reservoir Storage Requirements

Fiscal Year	Potable Demands			Storage Requirements			
	Potable Water Demands ¹	ADD ²	MDD ³	Equalization Storage ⁴	Fire Storage ⁵	Emergency Storage ⁶	Total Required Storage
	(AFY)	(MGD)	(MGD)	(MG)	(MG)	(MG)	(MG)
North System	1,070	1.0	2.0	0.5	1.4	0.3	2.2
South System	218	0.2	0.4	0.1	1.4	0.1	1.6

Notes:

ADD = Average Day Demand

MDD = Maximum Day Demand

¹ Potable water demands from Table 1-1² 1 MGD = 1,120 AFY³ MDD = 2.0 x ADD⁴ Equalization storage is based on 25 percent of the MDD⁵ Fire storage is based on 1,500 gpm for 4 hours.⁶ Emergency storage is based on 25 percent of the ADD**Fire Suppression Storage**

The fire suppression reserve requirement is often determined by local governments or fire marshals. The fire flow requirements for different land uses within the City were based on the 2016 California Fire Code and the Los Angeles County Fire Department standards. The required fire suppression storage within the City's service area is based on the highest required fire flow rate multiplied by the required fire flow duration. The maximum fire flow requirements within the City's service area is 6,000 gpm for 4 hours based on the size of the "Shops at Montebello" and industrial warehouse buildings (see Table 4-2). These fire flow requirements may be reduced if automatic sprinkler systems have been installed. However, the maximum fire flow requirements (assuming no sprinkler systems)



have been utilized in this evaluation. The estimated fire suppression storage requirements within the North System and South System are summarized in Table 4-1.

Table 4-2 Fire Flow Requirement

Facility	Estimated Size of Largest Building ¹	2016 California Building Code (Estimated Construction Type) ²	Sprinkler System Installed (Assumed)	2016 California Fire Code			Minimum Potential Fire Flow ⁸	Duration
	Table B105.1(1) ^{3,6}			Table B105.2 ^{4,7}	Table B105.1(2) ⁵			
	(sf)			(gpm)	(gpm)	(gpm)	(gpm)	(hrs)
<u>North System</u>								
Single Family Homes	< 3,600	V-A	N	1,000	-	-	1,000	1
The Shops at Montebello	> 295,901	IA / IB	Y	-	1,500	6,000	1,500	4
<u>South System</u>								
Industrial - Warehouses	> 295,901	IA / IB	Y	-	1,500	6,000	1,500	4

Notes:

¹ Square footage estimated through Google Earth

² Construction type selected pursuant to 2016 California Building Code Chapter 6 (and based on conservative fire flow requirements)

³ Table B105.1(1) of California Fire Code applies to residential buildings (i.e. one-and-two family dwellings, Group R-3 and R-4 buildings, and townhouses)

⁴ Table B105.2 applies for all non-residential building types

⁵ Table B105.1(2) used to determine if required by Table B105.1(1) or Table B105.2

⁶ Residential fire flow reductions apply if there are: (1) automatic sprinkler systems installed inside the dwelling; and/or (2) if the dwelling is less than 3,600 s.f. (Assumed not applicable)

⁷ Fire flow reductions of up to 25% can apply to non-residential buildings with automatic sprinkler systems (a minimum fire flow of 1,500 gpm was assumed)

⁸ At 20 psi residual pressure



Emergency Storage

Emergency storage is the volume of water required to supply a system during planned or unplanned outages. The amount of emergency storage included within a particular water distribution system is an owner option based upon an assessment of risk and a capability to pay for the standby provisions. Emergency storage may be included at only one or a limited number of storage sites. AWWA recommends that an emergency storage equal to 20 to 25 percent of the ADD be provided. This emergency storage should meet customer demands for a period of six hours to allow for repair of main breaks, restoration of power, or repair of equipment failures. For the purposes of developing this Report, an emergency storage requirement of 25 percent of the ADD was used to calculate required emergency storage. The total estimated emergency storage requirements for the City's North System and South System are summarized in Table 4-1.

Reservoir Storage Evaluation

The City's North System includes two reservoirs (Hillside and Town Center reservoirs) with a total physical capacity or rated storage capacity of about 6.6 MG. The City's South System includes one reservoir (Gage reservoir) with a total physical capacity of about 2 MG. For the purposes of this Report, however, a useable (or operating) capacity has been estimated based on freeboard requirements. Reservoir freeboard is defined as the distance from the maximum operating level of water within the reservoir to the lowest level of the roof framing. Although methods to determine the freeboard height criteria above the maximum operating level are provided in AWWA Standard D100-11 (Standard for Welded Carbon Steel Tanks for Water Storage) for carbon steel tanks and AWWA Standard D110-04 (Wire & Strand Wound, Circular, Prestressed Concrete Water Tanks) for concrete tanks, it is estimated the useable capacity of the City's reservoirs is approximately 85 percent of the physical capacities. As a result, the total useable capacity



of the City's water system is approximately 5.6 MG in the North System and 1.7 MG in the South System.

As discussed above, the existing and future finished storage requirements are evaluated based on three requirements consisting of the operational equalization, fire suppression reserve, and emergency supply. Table 6-4 summarizes the City's existing storage requirements and indicates there are no storage shortages within the City's North System or South System. However, it should be noted the storage surplus in the South System is only 0.1 MG. It appears additional storage may be required in the South System if significant water system demand increases occur.

Table 4-3 Summary of Storage Evaluation

System	Total Required Storage ¹	Existing Storage		
		Total Rated Capacity	Total Operating Capacity ²	Storage Surplus / (Shortage)
	(MG)	(MG)	(MG)	(MG)
North System	2.2	6.6	5.6	3.4
South System	1.6	2	1.7	0.1

Notes:

ADD = Average Day Demand

MDD = Maximum Day Demand

¹Total required storage from Table 4-1 based on equalization, fire flow, and emergency storage requirements

²Based on a reservoir operating capacity estimate of 85 percent of the rated capacity



4.3 Pumping Facility Evaluation

Pumping facilities are usually sized to meet the range of demands from average day demands (ADD) to maximum day demands (MDD) while maintaining desirable pressures. It is a common planning practice to analyze if the total water production capacity is able to meet MDD conditions with the largest source out of service. In addition, it is a common planning practice to analyze if booster pump facilities are capable of delivering the MDD with the largest capacity booster out of service. Additional water supply capacity standards required by SWRCB-DDW should also be reviewed.

Water Supply Facilities

The City's water supply facilities in the system should be capable of providing sufficient water to meet the MDD with the largest capacity well out of service. For example, loss of power or the presence of contamination could result in one groundwater production being out of service.

As discussed in Section 1.3, the MDD within the North System is about 2.0 MGD, or 1,390 gpm. The City's water supply sources in the North System include CENB-24 (1,800 gpm) and M6 (1,800 gpm). Each North System water supply source has sufficient capacity in meeting the MDD with the other source out of service.

As discussed in Section 1.3, the MDD within the South System is about 0.4 MGD, or 260 gpm. The City's water supply sources in the South System include Well 1 (627 gpm³) and CENB-22 (3,100 gpm). Each South System water supply source has sufficient capacity in meeting the MDD with the other source out of service.

³ Pursuant to a July 2019 SCE Pump Test



Booster Pumping Facilities

If adequate storage facilities are available, booster pump facilities should be capable of delivering the MDD to a system, with the largest capacity booster pump out of service, while providing desired pressures of 35 psi to 120 psi.

The City's North System includes the Hillside booster pump station. San Gabriel operators reported that the Hillside booster pump station serves up to about 80 homes (i.e. connections) near the Hillside reservoir. As noted in Section 1.2, the North System serves about 1,011 connections with an average demand of about 1,070 AFY (or about 0.7 gpm per connection). The estimated water demand for 80 homes served by the Hillside booster pumps is about 53 gpm. Based on an ADD to MDD conversion factor of 2.0, the estimated total MDD for these homes is about 106 gpm. Each of the three Hillside booster pumps has a capacity of at least 350 gpm. In addition, the Hillside booster station includes a fire pump with a 1,500 gpm capacity. These booster pumps will provide sufficient capacity in meeting the MDD with the largest booster pump out of service.

The City's North System also includes the Westmoreland booster pump station, which is used to boost water from CENB-24 and/or San Gabriel's M6 connection. The City currently receives water through San Gabriel's M6 connection (with a capacity of 1,800 gpm) with sufficient pressure to boost water into either the Hillside or Town Center reservoirs during a MDD (about 1,390 gpm). However, in the event the M6 connection is unavailable, the City would need to receive water from CENB-24 as well as operate the two booster pumps at the Westmoreland booster pump station. The capacity of the CENB-24 connection is 1,800 gpm which is sufficient. However, the combined capacity of the existing Westmoreland booster pumps is 1,150 gpm, which is below the MDD of 1,390 gpm. As recommended in Section 3.2, the Westmoreland booster pumps should be replaced due to age. The capacities of the existing Westmoreland booster pumps should also be upgraded to meet the MDD.



The City's South System includes the Gage booster pumps which can serve all customers within the system. There are three booster pumps with capacities of 500 gpm, 2,000 gpm, and 3,000 gpm. The combined capacity of the two smaller booster pumps is 2,500 gpm (which is greater than the MDD of 260 gpm). The Gage booster pumps will provide sufficient capacity in meeting the MDD in the South System with the largest booster pump out of service.

SWRCB-DDW Waterworks Standards

Pursuant to SWRCB-DDW's "*California Regulations Related to Drinking Water*" (Waterworks Standard⁴), dated April 2019, the City's water system should be able to meet four hours of peak hourly demand (PHD) with source capacity, storage capacity, and/or emergency source connections.

As discussed in Section 1.3, the PHD in the City's North System is about 2,780 gpm. The City's water supply source through San Gabriel's M6 connection can provide a capacity of 1,800 gpm. The City can also obtain up to 1,800 gpm of water through CENB-24. The combination of the City's water supply sources is sufficient in meeting the PHD (i.e. 2,780 gpm) for four hours within the North System. The City's Hillside reservoir (4.6 MG) and the Town Center reservoir (2 MG) are also able to provide water supply in meeting the PHD.

As discussed in Section 1.3, the PHD in the City's South System is about 390 gpm. The City's water supply source through Well 1 has a capacity of 627 gpm. The City can also obtain up to 3,100 gpm of water through CENB-22. The combination of the City's water supply sources is sufficient in meeting the PHD (i.e. 390 gpm) for four hours within the

⁴ https://www.waterboards.ca.gov/drinking_water/certlic/drinkingwater/Lawbook.html



South System. The City's Gage reservoir (2 MG) and booster station can also provide water supply in meeting the PHD.



CHAPTER 5

DEFERRED MAINTENANCE CAPITAL IMPROVEMENT PLAN

5.1 Introduction

This chapter sets forth the Capital Improvement Plan (CIP) for deferred maintenance that would be need for the improvements identified in this Report. Certain projects for the substantive components of the water system (i.e. water demand and supply, water production facilities, and water distribution) are important to maintain reliable water service. The CIP summarizes these actions, prioritizes the facility improvements, summarizes cost estimates, and provides implementation schedules. The cost estimates contained in this report are order-of-magnitude estimates. Final project costs and resulting feasibility will depend on actual labor and material costs, competitive market conditions, actual site conditions, final project scope, implementation schedule, continuity of personnel and engineering, and other variable factors. As a result, final project costs will vary from the estimates presented here.

5.2 CIP Project Scheduling and Summary

Table 5-1 summarizes a 10-year CIP project budget from 2020 through 2029 (additional improvements will be needed after 2029 to replace aging facilities and address other water system needs). The projected CIP budget incorporates the recommended projects identified in the Report.

The costs to replace water distribution system facilities were originally estimated in Stetson's "*Independent Evaluation of Qualified Bid Proposal for the Purchase of City of Montebello Water System*", prepared for the City in July 2017. The cost estimates for new water system facilities were based on vendor cost information, unit cost data published by R.S. Means, and Stetson's experience on similar projects. Costs for



reservoir upgrades were based on estimates provided in the City's June 2017 reservoir inspection reports prepared by Harper and Associates. Where appropriate, costs were escalated to the current (February 2019) dollars based on Engineering News-Record (ENR) construction cost indexes.

As discussed in Section 2.6, San Gabriel currently operates the City's water system and performs necessary maintenance (including repairing/replacing pipeline mains, services, meters, hydrants, valves, etc.) to the City's water distribution system facilities. Over the past five (5) years, the annual cost for San Gabriel to perform maintenance has ranged from about \$170,000 per year to \$620,000 per year, with an average of about \$400,000 per year. It is anticipated San Gabriel will continue to require about \$400,000 per year for ongoing maintenance of the City's water system. The on-going maintenance is included as a line item in the 10-year CIP with a cost based on the total estimated maintenance over 10 years.

The total projected CIP budget in Table 5-1 is about \$25.6 million. Based on a 10-year period, the annual CIP budget is estimated at about \$2.56 million per year (which includes the annual maintenance costs of \$400,000 per year as discussed above). As discussed in Section 1.2, the City currently serves about 1,500 connections. In order to fund the recommended CIP projects over the next 10 years, the average cost for each City customer is estimated to be about \$142 per customer per month (or \$25.6 million / (1,500 customers x 10 years x 12 months)) for 10 years.



Table 5-1 10-Year Capital Improvement Program

Description		Report Section	Estimated Cost	Implementation Year
Hillside Reservoir	Recoat exterior surfaces	2.3	\$243,000	< 5 Yrs
	Recoat interior surfaces	2.3	\$476,000	< 5 Yrs
	Install safety, health, and code features	2.3	\$22,000	< 5 Yrs
Town Center Reservoir	Repair interior corrosion	2.3	\$13,000	5 to 10 Yrs
	Clean interior drain valves	2.3	\$17,000	5 to 10 Yrs
	Install safety, health, and code features	2.3	\$5,000	< 5 Yrs
Gage Reservoir	Recoat roof areas	2.3	\$26,000	< 5 Yrs
	Recoat interior surfaces	2.3	\$249,000	< 5 Yrs
	Install safety, health, and code features	2.3	\$31,000	< 5 Yrs
Valve Maintenance	Locate, repair, replace valves	2.7	\$4,542,000	< 5 Yrs
Well 1 Improvements	Site improvements ¹	2.2	\$1,100,000	< 5 Yrs
North System	Replace CENB-24	Table 3-2	\$793,000	< 5 Yrs
	Replace Westmoreland booster pumps	4.3; Table 3-2	\$423,000	< 5 Yrs
	Replace Hillside booster pumps	Table 3-2	\$793,000	< 5 Yrs
	Replace Hillside fire pump	Table 3-2	\$106,000	< 5 Yrs
	Replace all meters	Table 3-2	\$2,249,000	< 5 Yrs
	Replace all fire services	Table 3-2	\$116,000	< 5 Yrs
	Replace all pressure reducing stations	Table 3-2	\$156,000	< 5 Yrs
South System	Replace Well 1 pump	Table 3-3	\$592,000	< 5 Yrs
	Replace CENB-22	Table 3-3	\$793,000	< 5 Yrs
	Replace Gage booster pumps	Table 3-3	\$793,000	< 5 Yrs
	Replace all meters	Table 3-3	\$931,000	< 5 Yrs
	Replace all fire services	Table 3-3	\$368,000	< 5 Yrs
North System	Replace all fire hydrants	Table 3-2	\$1,540,000	5 to 10 Yrs
South System	Replace all 8-inch CMLC mains	Table 3-3	\$4,000	5 to 10 Yrs
	Replace all 12-inch steel mains	Table 3-3	\$35,000	5 to 10 Yrs
	Replace all fire hydrants	Table 3-3	\$806,000	5 to 10 Yrs
Veteran's Tract	Replace / relocate all 4 & 6 inch mains	2.6	\$4,400,000	5 to 10 Yrs
Maintenance	On-going system maintenance	2.6	\$4,000,000	On-going
Total			\$25,622,000	

¹ Site improvements include improving the well capacity, replacement of the electrical panel, installation of a backup generator, installation security improvements, and acquiring a portion of adjacent land to facilitate the site improvements. Although treatment may potentially be required to remove PFAS contamination (see Section 2.8), the cost for a treatment facility is not included.



A water system generally includes three substantive components: water demand and supply, water treatment, and water distribution system. In addition to the recommended CIP projects listed in Table 5-1, the following actions and monitoring activities are also important to the continued success in ensuring water services to its customers and are recommended for the water demand/supply and water distribution components:

Water Demand and Supply:

- Monitor water production from each source.
- Monitor actual water uses in the water system
- Revise demand projections of water demand based on water use monitoring.
- Revise CIP projects based on revised water demand projections.
- Pursue water conservation program to reduce water demands and seasonal water use to achieve the water conservation goal as set forth in SBX7_7.
- Develop and employ methods for tracking water conservation savings.

Water Quality

- Monitor source water quality.
- Monitor performance of groundwater treatment facilities.
- Monitor development of groundwater treatment regulatory requirements.
- Monitor best treatment alternatives for meeting proposed regulatory requirements for groundwater treatment.

Water Distribution System:

- Monitor development of regulatory requirements.
- Monitor distribution system water quality to ensure compliance with regulatory standards, and to ensure customer satisfaction with aesthetic quality.
- Collect pipe attribute data on new installations and replacement.

APPENDIX A

ASSEMBLY BILL 2339

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Date Published: 09/28/2018 09:00 PM

Assembly Bill No. 2339**CHAPTER 866**

An act to add and repeal Section 37420.5 of the Government Code, and to amend Section 10061 of the Public Utilities Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2339, Gipson. Water utility service: sale of water utility property by a city.

Existing law authorizes the furnishing of utility services by publicly owned public utilities, including municipal corporations, which are subject to control by their governing bodies. Existing law authorizes any municipal corporation to acquire, construct, own, operate, or lease any public utility, as defined, and authorizes a municipal corporation to sell or dispose of any public utility it owns. Existing law establishes an alternative procedure whereby a municipal corporation can lease, sell, or transfer that portion of a water utility used for furnishing water service outside or inside the boundaries of the municipal corporation, including the determination that the public utility is not necessary for supplying water to its own inhabitants or that its inhabitants will be provided with equal or better service by the acquiring entity, the sale or transfer is approved by a majority of all voters voting on this issue in an election, and that the acquiring entity disclose specified information before the election.

This bill would authorize the City of El Monte, the City of Montebello, and the City of Willows, until January 1, 2022, to sell its public utility for furnishing water service for the purpose of consolidating its public water system with another public water system pursuant to the specified procedures, only if the potentially subsumed water system is wholly within the boundaries of the city, if the city determines that it is uneconomical and not in the public interest to own and operate the public utility, and if certain requirements are met. The bill would prohibit the city from selling the public utility for one year if 50% of interested persons, as defined, protest the sale.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Cities of El Monte, Montebello, and Willows.

This bill would incorporate additional changes to Section 10061 of the Public Utilities Code proposed by AB 2179 to be operative only if this bill and AB 2179 are enacted and this bill is enacted last.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

(b) Many communities in the State of California receive their drinking water from a multitude of public water systems, including municipalities, public utility corporations, state special districts, small public water systems, and mutual water companies. Communities with fragmented public water systems typically have vastly different costs of service, aging and failing infrastructure, and conflicting drought mitigation and conservation policies. Small fragmented water service providers are often unable to achieve efficiencies and economies of scale that are available to consolidated water systems with a broader customer base.

(c) Small water systems often lack adequate resources or expertise to operate in compliance with increasingly stringent and complex safe drinking water quality standards, which are required to protect public health and safety, and are unable to bear the cost of replacing and upgrading aging and failing water service infrastructure. As a result, many small water suppliers are too small to be viable, raising questions as to whether they will be able to provide safe and reliable water service to the public now or in the future. Many small water suppliers are in such precarious financial condition that basic infrastructure maintenance is infeasible, and in many cases, maintenance and replacement of failing infrastructure is deferred. These water suppliers also have such small customer bases that additional investment is not affordable.

(d) Drinking water supply facilities require ongoing routine maintenance and repair to ensure that the public receives safe and reliable water service at affordable rates. When routine repairs to water supply infrastructure components are deferred, facilities fail, necessitating costly emergency repairs when water mains break or pumping and water treatment equipment fails. Thus, while deferring routine maintenance might lower costs in the short term, doing so results in substantial increases in costs to small water suppliers and their customers in the long term.

(e) Therefore, it is the policy of the State of California to consolidate small public water systems when (1) the water supplier cannot feasibly provide or ensure access to affordable water services to a community, (2) multiple suppliers exist in a single community, and (3) water systems have deferred maintenance on their aging or failing water supply infrastructure.

SEC. 2. Section 37420.5 is added to the Government Code, to read:

37420.5. (a) Notwithstanding Article 2 (commencing with Section 10051) of Chapter 1 of Division 5 of the Public Utilities Code, the City of El Monte, the City of Montebello, and the City of Willows may sell its public utility for furnishing water service pursuant to this article for the purpose of consolidating its public water system with another public water system only if the potentially subsumed public water system is wholly within the boundaries of the city and if the city determines that it is uneconomical and not in the public interest to own and operate the public utility for furnishing water service, subject to all of the following requirements:

(1) The legislative body of the city shall not sell the water utility property for less than its fair market value, as defined in Section 1263.320 of the Code of Civil Procedure.

(2) The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.

(3) There are at least two water suppliers that provide drinking water to residents in the city prior to the sale.

(4) The city has deferred necessary maintenance for aging or failing water infrastructure of public water systems operated by the public utility. The necessity of the maintenance shall be demonstrated by a study conducted by an independent third party that evaluates performance of the system applying American Water Works Association standards or other equivalent standards.

(5) The receiving water system's service area borders the service area of the subsumed water system.

(6) The subsumed water system's customers shall not pay water rates different from customers already receiving service from the receiving water system. Consolidation of the water systems shall be economically feasible for the ratepayers of the subsumed water system. Ratepayers of the subsumed water system shall be notified of the applicable rate that will be in effect during the first year after consolidation has been completed. Any rate increases following the sale of a public utility for furnishing water service shall be phased in over time.

(7) Consolidation of the water systems is technically and economically feasible.

(8) (A) The legislative body of the city shall not sell its public utility for furnishing water service unless it considers oral and written protests at its second regularly scheduled meeting following the adoption of a resolution pursuant to Sections 37422 and publication pursuant to subparagraph (B). In addition to the requirements of Section 37422, the resolution shall allow 45 days for hearing protests to the sale and shall state the city's intended use of the sale proceeds. Notice of the sale may be given by including notice in the agency's regular billing statement. One written protest per parcel, filed by an owner or tenant of the parcel, shall be counted in calculating a protest. The city shall maintain all written protests for a minimum of two years following the date of the hearing to consider written protests.

(B) Notwithstanding Section 37423, the resolution shall be published at least once in a daily newspaper published and circulated in the city or, if there is none, the legislative body shall designate a newspaper published in the county. It shall also be posted for not less than 10 days in at least three conspicuous places in the city.

(C) (i) Notwithstanding Section 37425, if the legislative body of the city finds that protests have been filed by at least 10 percent of interested persons, the legislative body of the city shall call an election pursuant to Section 37427. If an election is called pursuant to this paragraph, the legislative body of the city shall not sell the public utility for furnishing water service unless the sale is approved by a majority of the city's registered voters voting on the issue.

(ii) If 50 percent or more of interested persons protest the sale of the public utility, the city shall not take further steps for the sale of the public utility. The city, after one year has passed, may sell the public utility if the requirements of this section are met, including adoption of a new resolution pursuant to subparagraph (A).

(iii) For purposes of this paragraph, "interested person" means a person who is a resident of the city proposing to sell its public utility pursuant to this section.

(9) The legislative body of the city has adopted a resolution, at a regularly scheduled meeting, that paragraphs (1) to (8), inclusive, have been met.

(b) This section shall remain in effect only until January 1, 2022, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2022, deletes or extends that date.

SEC. 3. Section 10061 of the Public Utilities Code is amended to read:

10061. (a) Notwithstanding Article 1 (commencing with Section 10001) and this article, and except as provided in Section 37420.5 of the Government Code, a municipal corporation, by following the provisions of this section, may lease, sell, or transfer all or part of a public utility owned and operated by it for furnishing water service. As used in this section, "municipal corporation" means a city or a city and county.

(b) Any municipal corporation owning and operating a public utility for furnishing water service, a part of which or all of which public utility is operated and used for furnishing water service outside the boundaries of the municipal corporation, may lease, sell, or transfer, for just compensation, all or any part of the portion of the public utility located outside the boundaries of the municipal corporation to any other municipal corporation, public agency, or public utility water corporation upon the terms and conditions agreed upon by the selling municipal corporation if, by resolution adopted by a majority of its legislative body, it has determined that the public utility, or portion thereof, is not necessary for supplying water to its own inhabitants and if the acquiring entity by resolution adopted by a majority of the members of its legislative body or board of directors has concurred in the lease, sale, or transfer and the terms and conditions thereof and if the acquiring entity will be bound to render water service to the persons formerly served through the system being sold on terms and conditions which are just and reasonable and which do not unreasonably discriminate against the customers of the acquired entity.

(c) Any municipal corporation owning and operating a public utility for furnishing water service may sell or transfer, for just compensation, all or any part of the public utility located inside its municipal boundaries to any other municipal corporation, public agency, or public utility water corporation upon the terms and conditions agreed upon by the selling municipal corporation, if the sale or transfer is approved as follows:

(1) The municipal corporation, by resolution adopted by a majority of its legislative body, has determined that the public utility, or portion thereof, is not necessary for supplying water to its own inhabitants, or that its inhabitants will be provided with equal or better service by the acquiring entity on terms that are just and

reasonable and do not discriminate against the customers of the acquired entity, and orders the issue submitted to the qualified voters of the municipality at a special or general election held for that purpose.

(2) The acquiring entity by resolution adopted by a majority of its legislative body or board of directors has concurred in the sale or transfer and in the terms and conditions thereof.

(3) The sale or transfer is approved by a majority of all voters voting on the issue in the election held for that purpose.

(4) The municipal corporation, public agency, or public utility water corporation proposing to acquire a municipal corporation public utility for furnishing water service shall disclose to the customers of the public water system to be acquired, not less than 30 days prior to the date of election for formal approval of the acquisition, a written statement which includes all of the following:

(A) A summary of the price and terms of the proposed acquisition.

(B) A comparison of the applicable water charges before and after the proposed acquisition.

(C) The estimated savings to be achieved or additional costs expected to result, or both, from the proposed acquisition.

(d) Subject to subdivision (e), a municipal corporation may lease a public utility furnishing water service by a resolution adopted by a majority of its legislative body and without lease term or other restrictions stated in any other provision of law.

(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines that the proposal or proposals are responsive, shall schedule a public hearing, and notice thereof shall be published in accordance with Section 6066 of the Government Code. At the hearing, the municipal corporation shall examine proposals received and staff recommendations, and without lease term or other restrictions, may lease, sell, or transfer, for just compensation, the public utility to the entity that the municipal corporation finds best qualified to continue to provide equal or better service to the customers of the system. If the resolution proposes a sale, the resolution shall place the question on the ballot at the next regularly scheduled election or at a special election called for that purpose. The municipal corporation may, in its sole discretion, reject all proposals.

(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which the lease, sale, or transfer is made is hereby validated.

SEC. 3.5. Section 10061 of the Public Utilities Code is amended to read:

10061. (a) Notwithstanding Article 1 (commencing with Section 10001) and this article, and except as provided in Section 37420.5 of the Government Code, a municipal corporation, by following the provisions of this section, may lease, sell, or transfer all or part of a public utility owned and operated by it for furnishing water or sewer service. As used in this section, "municipal corporation" means a city or a city and county.

(b) Any municipal corporation owning and operating a public utility for furnishing water or sewer service, a part of which or all of which public utility is operated and used for furnishing water or sewer service outside the boundaries of the municipal corporation, may lease, sell, or transfer, for just compensation, all or any part of the portion of the public utility located outside the boundaries of the municipal corporation to any other municipal corporation, public agency, water corporation, or sewer system corporation upon the terms and conditions agreed upon by the selling municipal corporation if, by resolution adopted by a majority of its legislative body, it has determined that the public utility, or portion thereof, is not necessary for supplying water or sewer service to its own inhabitants and if the acquiring entity by resolution adopted by a majority of the members of its legislative body or board of directors has concurred in the lease, sale, or transfer and the terms and conditions thereof and if the acquiring entity will be bound to render water or sewer service to the persons formerly served through the system being sold on terms and conditions that are just and reasonable and do not unreasonably discriminate against the customers of the acquired entity.

(c) Any municipal corporation owning and operating a public utility for furnishing water or sewer service may sell or transfer, for just compensation, all or any part of the public utility located inside its municipal boundaries to

any other municipal corporation, public agency, water corporation, or sewer system corporation upon the terms and conditions agreed upon by the selling municipal corporation, if the sale or transfer is approved as follows:

(1) The municipal corporation, by resolution adopted by a majority of its legislative body, has determined that the public utility, or portion thereof, is not necessary for supplying water or sewer services to its own inhabitants, or that its inhabitants will be provided with equal or better service by the acquiring entity on terms that are just and reasonable and do not discriminate against the customers of the acquired entity, and orders the issue submitted to the qualified voters of the municipality at a special or general election held for that purpose.

(2) The acquiring entity by resolution adopted by a majority of its legislative body or board of directors has concurred in the sale or transfer and in the terms and conditions thereof.

(3) The sale or transfer is approved by a majority of all voters voting on the issue in the election held for that purpose.

(4) The municipal corporation, public agency, water corporation, or sewer system corporation proposing to acquire a municipal corporation public utility for furnishing water or sewer service shall disclose to the customers of the public water or sewer system to be acquired, not less than 30 days prior to the date of election for formal approval of the acquisition, a written statement which includes all of the following:

(A) A summary of the price and terms of the proposed acquisition.

(B) A comparison of the applicable water or sewer charges before and after the proposed acquisition.

(C) The estimated savings to be achieved or additional costs expected to result, or both, from the proposed acquisition.

(d) Subject to subdivision (e), a municipal corporation may lease a public utility furnishing water or sewer service by a resolution adopted by a majority of its legislative body and without lease term or other restrictions stated in any other law.

(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines that the proposal or proposals are responsive, shall schedule a public hearing, and notice thereof shall be published in accordance with Section 6066 of the Government Code. At the hearing, the municipal corporation shall examine proposals received and staff recommendations, and without lease term or other restrictions, may lease, sell, or transfer, for just compensation, the public utility to the entity that the municipal corporation finds best qualified to continue to provide equal or better service to the customers of the system. If the resolution proposes a sale, the resolution shall place the question on the ballot at the next regularly scheduled election or at a special election called for that purpose. The municipal corporation may, in its sole discretion, reject all proposals.

(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which the lease, sale, or transfer is made is hereby validated.

SEC. 4. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances in the Cities of El Monte, Montebello, and Willows.

SEC. 5. Section 3.5 of this bill incorporates amendments to Section 10061 of the Public Utilities Code proposed by both this bill and Assembly Bill 2179. That section shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2019, (2) each bill amends Section 10061 of the Public Utilities Code, and (3) this bill is enacted after Assembly Bill 2179, in which case Section 3 of this bill shall not become operative.

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APPENDIX B

WATER SYSTEM INVENTORY

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Summary of Facilities (North System)

Description	Material	Year Installed	Capacity	Quantity
Water Supply CENB-24		1973	1,800 gpm	1
Reservoirs				
Town Center	Concrete	1984	2 MG	1
Hillside	Welded Steel	1975	4.6 MG	1
Booster Stations				
Westmoreland A (7.5 hp)		1984	700 gpm	1
Westmoreland B (15 hp)		1984	450 gpm	1
Hillside Booster A (15 hp)		1975	360 gpm	1
Hillside Booster B (15 hp)		1975	350 gpm	1
Hillside Booster C (15 hp)		1975	350 gpm	1
Hillside Fire Pump (50 hp)		1975	1,500 gpm	1
Distribution Mains/Valves				
4" Main	PVC	1985		132 lf
6" Main	AC	1976		5,574 lf
8" Main	AC	1975		37,374 lf
8" Main	AC	1985		1,460 lf
8" Main	CI	1979		64 lf
8" Main	DI	1984		345 lf
8" Main	PVC	1985		1,189 lf
10" Main	AC	1976		7,756 lf
10" Main	CMLC	1976		25 lf
10" Main	DI	1984		1,774 lf
10" Main	PVC	1985		4,705 lf
12" Main	AC	1977		7,417 lf
12" Main	CMLC	1977		259 lf
12" Main	Steel	1985		94 lf
16" Main	AC	1984		3,790 lf
16" Main	AC	1984		2,337 lf
16" Main	DI	1984		5,420 lf
16" Main	Steel	1984		618 lf
<u>24" Main</u>	Steel	1974		<u>3,038 lf</u>
Subtotal				83,371 lf
Hydrants				
FH with Lateral & Valves		1970		171
Meters w/Lateral				
5/8x3/4"		1970		945
1"		1970		1
1.5"		1970		11
2"		1970		34
2.5"		1970		4
3"		1970		10
4"		1970		4

<u>8"</u> Subtotal	1970	<u>2</u> 1011
Fire Services		
2" Detector Check	1970	2
6" Detector Check	1970	5
8" Detector Check	1970	7
<u>10" Detector Check</u>	1970	<u>1</u>
Subtotal		15
Other Appurtenances		
Sampling Station	1986	5
Air Release/Vacuum Release	1970	4
Blow Off	1970	8
Pressure Reducing Stations	1970	3

Notes:

Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

gpm = gallons per minute

MG = Million Gallons

AC = Asbestos Cement

CI = Cast Iron

CMLC = Cement Mortar Lined and Coated

DI = Ductile Iron

Summary of Facilities (South System)

Description	Material	Year Installed	Capacity	Quantity
Water Supply				
Well 1 Pump		1973	627 gpm	
Well 1 Casing		1973		
CENB-22		1973	3,100 gpm	
Reservoirs				
Gage Reservoir (2 MG)		1973	2 MG	
Booster Station				
Gage Booster A (50 hp)		1973	500 gpm	
Gage Booster B (100 hp)		1973	2,000 gpm	
Gage Booster C (150 hp)		1973	3,000 gpm	
Distribution Mains/Valves				
4" Main	CI	1985		964 ft
4" Main	DI	1985		71 ft
6" Main	AC	1966		1,178 ft
6" Main	CI	1954		810 ft
8" Main	AC	1960		5,867 ft
8" Main	CMLC	1960		26 ft
8" Main	CI	1960		10,608 ft
8" Main	DI	1966		2,041 ft
8" Main	PVC	1985		409 ft
10" Main	AC	1976		2,315 ft
10" Main	CI	1961		2,229 ft
10" Main	DI	1985		193 ft
12" Main	AC	1972		11,440 ft
12" Main	CI	1972		9,053 ft
12" Main	DI	1982		582 ft
12" Main	Steel	1958		190 ft
14" Main	DI	1972		<u>2,989</u> ft
Subtotal				50,965
Hydrants				
FH with Lateral & Valves		1969		103
Meters w/Lateral				
1.5"		1969		32
2"		1969		72
3"		1969		7
4"		1969		2
6"		1969		9
8"		1969		17
10"		1969		1
Unknown (assume 1")		1969		<u>171</u>
Subtotal				311
Fire Services				
1.5" Detector Check		1969		1
2" Detector Check		1969		9

4" Detector Check	1969	2
6" Detector Check	1969	14
8" Detector Check	1969	22
<u>10" Detector Check</u>	1969	<u>5</u>
Subtotal		53
Other Appurtenances		
Sampling Station		3
Air Release/Vacuum Release	1969	3
Blow Off	1969	2

Notes:

Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

gpm = gallons per minute

MG = Million Gallons

AC = Asbestos Cement

CI = Cast Iron

CMLC = Cement Mortar Lined and Coated

DI = Ductile Iron

PVC = Polyvinyl Chloride

APPENDIX C

WATER SYSTEM FACILITIES MAP

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APPENDIX D

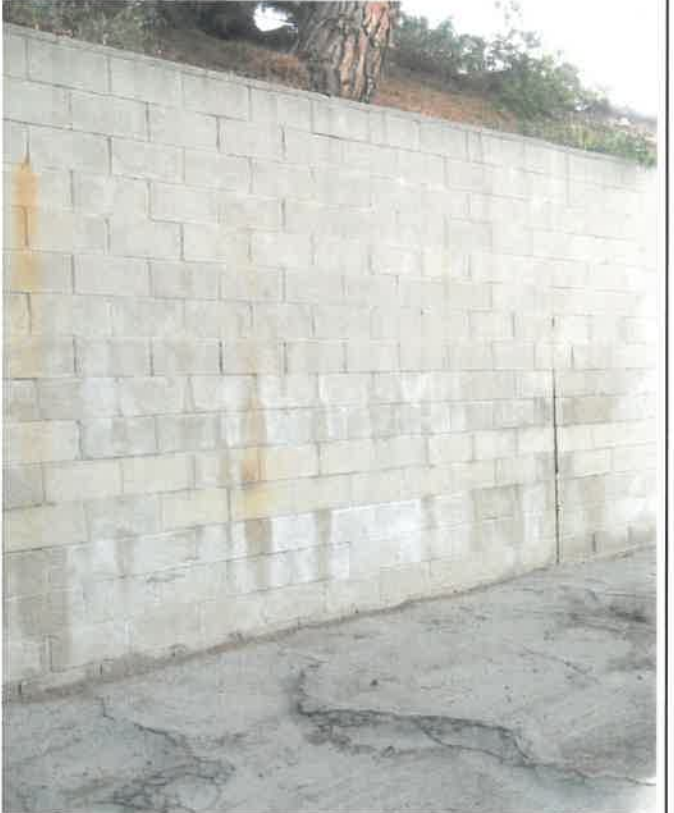
SITE PHOTOGRAPHS

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Hillside Reservoir



Hillside Reservoir



Hillside Booster Station



Hillside Booster Station



Town Center Reservoir



Westmoreland Booster Station

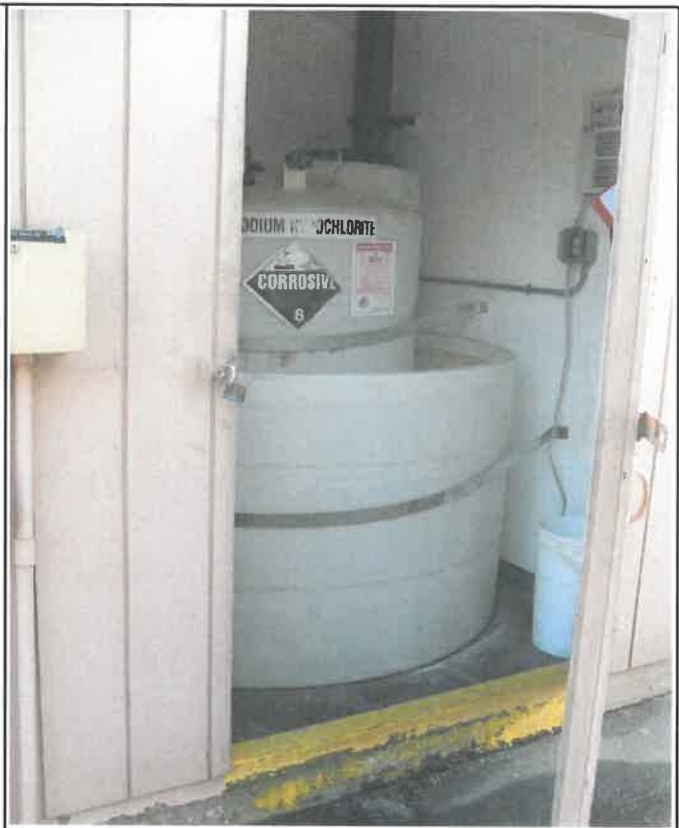




Well 1



Well 1



Gage Reservoir



Gage Booster Station



Gage Booster Station



APPENDIX E

HILLSIDE RESERVOIR INSPECTION REPORT

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HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
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www.harpereng.com

CORROSION REPORT

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Reservoir

STRUCTURE: 4.6 MG Welded Steel Water Storage Reservoir
(Hillside Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

INVESTIGATED BY: Andre Harper, Project Engineer

DATE: June 2017

I. GENERAL INFORMATION

A. Construction and Maintenance Details

Structure is a welded steel water storage reservoir located in Montebello, California, and is designated as the Hillside Reservoir. The reservoir was constructed in 1975 by Chicago Bridge & Iron Company. The shell consists of five courses with a total height of approximately 40 feet and a diameter of 140 feet. The reservoir has a cone roof supported by a center column, with rafters extending from the center support to a row of girders with eight support columns, and from the girders to the shell. Access to the roof is via an exterior stairway with a cage.

B. Site Conditions

The reservoir is on a paved site enclosed by a chain link fence. Access to the site is off a paved public thoroughfare. There is adequate space for large equipment around the reservoir. No difficulty is anticipated for Contractor mobilization, assuming use of normal portable air compressor and related equipment.

There are homes nearby which could be adversely affected by dust and contamination associated with abrasive blast cleaning and painting operations. Accordingly, extreme caution must be exercised during all cleaning and painting operations.

C. Existing Coating and Paint Systems

1. The field investigation and file data indicate the coating and paint to be the following:
 - a. Exterior Surfaces -- An alkyd paint system is present on all exterior surfaces.
 - b. Interior Surfaces -- The roof plates, structural members, and upper four shell courses are coated with a solvent cut-back coal tar coating and the lower shell course and bottom surfaces are coated with coal tar enamel.

D. Cathodic Protection System

A galvanic cathodic protection system is currently installed in the reservoir. There is no indication of a subgrade system for the underside of the bottom of the reservoir.

E. Title 22 Heavy Metal Analyses

Samples of interior coatings and exterior paints were removed during the evaluation for analyses for the presence of heavy metals, specifically lead, zinc, and chromium compounds. Testing was accomplished by an approved Department of Health Services laboratory.

F. Contract Information

Harper & Associates Engineering, Inc. was retained by the Company to accomplish field investigation of three reservoirs and two hydropneumatic tanks to observe interior and exterior surfaces and conditions, with photographs taken to record conditions. This report has been prepared with remedial repair/recoating/repainting recommendations and cost estimates for accomplishing the work.

This Corrosion Report is prepared solely on the basis of noted field investigation. Conclusions and recommendations are strictly those determined by Consultant to be consistent with the best and most experienced practice within the corrosion engineering profession.

II. INVESTIGATION

A. Investigation was accomplished as follows:

1. Exterior Surfaces
 - a. Investigation of roof surfaces and appurtenances on the roof was accomplished by traversing the roof.
 - b. Investigation of the lower shell course and accessible appurtenances was accomplished by traversing the perimeter of the reservoir from ground level, examining areas within reach.
 - c. Investigation of the shell and appurtenances above the lower course was accomplished by climbing the stairway and by traversing the perimeter of

the reservoir from ground level, observing and noting appearance of inaccessible areas.

- d. Various chipping tools were employed to examine typical areas of defective paint and corrosion within reach.
- e. Photographs were taken of typical and specific areas to illustrate condition of surfaces.

2. Interior Surfaces

- a. Underside of the roof and shell surfaces above the top capacity level were inspected via inflatable raft, traversing the entire perimeter of the reservoir, and systematically traversing all structural elements and the roof.
- b. Vertical surfaces below the water level were investigated by diving the reservoir and traversing the bottom and perimeter of the reservoir.
- c. Light was supplied via high intensity portable light and natural light from the roof hatch and center vent.
- d. Various chipping tools were employed to examine typical areas of defective coating and corrosion within reach.
- e. Photographs were taken of typical and specific areas to illustrate condition of surfaces.

III. OBSERVATIONS

A. Based upon the above reported investigation, the following observations were noted:

1. Exterior Surfaces

a. Roof and Appurtenances

- 1) The paint system is in generally fair condition with severe oxidation and fading and random general corrosion present. (Photos E-2 through E-14)
- 2) Moderate corrosion is present at the center and lower edge of the center vent cover. (Photos E-3 and E-4)
- 3) Random areas of general corrosion are present on the roof plates. (Photos E-3 and E-5 through E-8)
- 4) Minor delamination is present along the perimeter of the roof where previous ponding has occurred. (Photo E-9)
- 5) Moderate to severe corrosion is present at the upper portion of the cathodic protection (CP) handholes. (Photos E-10 and E-11)

- 6) Minor to moderate corrosion is present along the upper and lower edges of the roof hatch curb and flange of the secondary roof hatch. (Photos E-12 and E-13)
- 7) Random delamination with corrosion is present on the handrailing and adjacent liquid level indicator (LLI) piping. (Photo E-14)

b. Shell and Appurtenances

- 1) The paint system is in generally fair to good condition with moderate to severe oxidation and fading present. (Photos E-1 and E-15 through E-32)
- 2) Moderate corrosion is present at the lower portion of the angle iron framing for the vandal guard cage. (Photos E-17 through E-21)
- 3) General corrosion is present on the upper portion of the LLI gauge board. (Photo E-22)
- 4) Minor corrosion is present on the irregular surfaces of the overflow compression flange. (Photo E-23)
- 5) Random areas of delaminating paint are present on the lower shell course. (Photos E-25 through E-28)
- 6) Minor corrosion and staining are present on the nuts and bolts and davit arms of the manholes. (Photos E-28 and E-29)
- 7) Moderate to severe corrosion is present along the edges of the identification (ID) plate. (Photo E-30)
- 8) Minor corrosion is present along the edge of the bottom plate extension (BPE). (Photos E-31 and E-32)
- 9) The sealant along the BPE is cracked and generally in poor condition. (Photos E-31 and E-32)

2. Interior Surfaces

a. Underside of Roof and Structural Members

- 1) The coating system on the roof and structural members is in generally fair to poor condition with random minor to moderate general corrosion present. (Photos I-1 through I-15)
- 2) General corrosion is present randomly on the roof plates and structural members. (Photos I-1 through I-15)

- b. Shell, Columns, and Appurtenances
 - 1) The coating system on the shell and appurtenances is in overall poor condition with random blistering, delamination, and calcareous deposits present below the waterline. (Photos I-16 through I-33)
 - 2) Minor to moderate corrosion is present at the nuts and bolts securing the cover to the overflow pipe. (Photo I-18)
 - 3) Blistering, calcareous deposits, and minor to moderate corrosion are present on the ladder, shell, and appurtenances below the waterline. (Photos I-21 through I-31)
 - 4) Severe blistering and calcareous deposits are present on the columns. (Photos I-34 through I-37)
- c. Bottom and Column Bases
 - 1) The coating system on the bottom surfaces and column bases is in generally poor condition with random epoxy patchwork, corrosion, and calcareous deposits present. (Photos I-32 through I-50)
 - 2) An area of moderate to severe corrosion was removed to examine the substrate. (Photo I-44)
 - 3) The drain grate is severely deteriorated. (Photo I-49)
 - 4) The CP anodes exhibit severe deterioration. (Photo I-51)
- 3. Safety, Health, and Code Features
 - a. The handrailing assembly is insufficient.
 - b. The roof hatch is undersized.
 - c. The fall prevention of the interior ladder has calcareous deposits.
 - d. A personal fall restraint system for accessing the roof areas outside of the handrail enclosure is not present.

IV. CONCLUSIONS

- A. Based on the above noted observations, the following conclusions are drawn:

- 1. Exterior Surfaces
 - a. Roof and Appurtenances

- 1) The paint system on the roof is in generally fair condition.
- 2) Oxidation (chalking) and fading is normal for an alkyd paint system of this age.
- 3) Moderate corrosion at the center of the center vent cover appears to be due to accomplishing welding or grinding in this area.
- 4) Random areas of general corrosion on the roof plates appears to be due to age of the paint system, low mil thickness in areas, and possibly mechanical damage where personnel and/or equipment damaged the paint system.
- 5) Minor delamination along the edge of the roof where previous ponding has occurred is due to the original construction of the reservoir, as the roof was not designed with sufficient slope to properly run the water off the roof plates.
- 6) Moderate to severe corrosion at the upper edges of the CP handholes appears to be due to not applying sufficient mil thickness to the upper portion of the handholes. The handhole covers may have been installed before the complete paint system was applied which could explain why only the upper portion of the pipe exhibits the corrosion.
- 7) Minor to moderate corrosion along the edges of the roof hatch curb and secondary roof hatch flange is typically due to damage that occurs from opening and closing the hatch covers. Corrosion along the bottom edge of the hatch curb is typically due to the applicators not taking the time to properly coat the irregular surface by brush applying the coating between spray coats.
- 8) Random delamination with corrosion present on the handrailing and adjacent LLI piping appears to be due to a combination of not applying sufficient mil thickness in these areas and possibly mechanical damage on the handrailing as personnel and/or equipment may have made contact with the paint system in this area.

b. Shell and Appurtenances

- 1) The condition of the paint system on the shell must be rated as fair to good.
- 2) Oxidation (chalking) and fading is normal for an alkyd paint system of this age.
- 3) Moderate corrosion on the angle iron framing and adjacent expanded metal covering for the vandal guard cage is not consistent with the other areas of the vandal guard; therefore, HAE

is not sure why this area is so much worse.

- 4) Corrosion on the LLI gauge board and irregular surfaces of the overflow compression flange appear to be due to not applying sufficient mil thickness to these areas by brush applying the paint system between spray coats to achieve the specified mil thickness.
- 5) Random areas of delamination on the lower shell course appear to be due to a combination of a poor bond between the topcoat and intermediate coat and mechanical damage that may have accelerated or even started the delamination in these areas.
- 6) Minor corrosion and staining on the nuts and bolts and davit arms of the manholes is typically due to personnel opening and closing the manholes, which causes damage to the paint system in these areas.
- 7) Moderate to severe corrosion along the edges of the ID plate is typically due to not painting the mounting surface behind the plate before the plate is installed.
- 8) Minor corrosion along the edge of the BPE is due to not properly painting the edge of the plate and the deterioration of the sealant along the edge, which has allowed moisture to remain against the edge of the plate for extended periods of time.
- 9) The poor condition of the sealant along the edge of the BPE is likely due to the age of the sealant, as this type of sealant typically has a useful lifespan of 10-15 years.

2. Interior Surfaces

a. Underside of Roof and Structural Members

- 1) The coating system on the roof and structural members is in generally fair to poor condition, as random general corrosion is present on many surfaces and, at approximately 42 years old, the coating has exceeded its typical useful lifespan of 20-25 years.

b. Shell, Columns, and Appurtenances

- 1) The coating system on the shell, appurtenances, and columns is in overall poor condition with random blistering, delamination, corrosion, and calcareous deposits present below the waterline. The overall poor condition of the coating system is due to the age of the coating, as it has far exceeded its useful lifespan of approximately 20-25 years.

c. Bottom and Column Bases

- 1) The condition of the coating system on the bottom surfaces and column bases must be rated as poor, as numerous epoxy patches, corrosion, and calcareous deposits are present. Typically, coal tar enamel coating has a lifespan of 50+ years. However, if the coating is overheated during application, it can become brittle and will prematurely deteriorate, which appears to have occurred in this reservoir.
 - 2) Minor pitting of the substrate where the corrosion was removed and the deteriorated condition of the drain grate are due to the coating failing prematurely in these areas and exposing the substrate to the corrosion process for many years.
 - 3) The severely deteriorated CP anodes do not appear to be functioning properly, as corrosion is present in many areas.
3. Safety, Health, and Code Features
- a. Lack of proper handrailing around the roof hatch/work area is in violation Cal/OSHA Regulations.
 - b. The roof hatch and ladder layout do not provide the 30-inch minimum head clearance Cal/OSHA requires.
 - c. Calcareous deposits on the fall prevention device on the interior ladder do not allow it to function properly and is in violation of Cal/OSHA Regulations.
 - d. Lack of a fall restraint system for accessing the roof areas outside of the handrail enclosure is in violation of Cal/OSHA Regulations.

V. LABORATORY TESTING OF COATING AND PAINT

- A. Samples of the interior coating and exterior paint were removed during the field investigation. The samples were forwarded to a testing laboratory for analysis. The report for the samples was prepared on the basis of lead, zinc, and chromium concentrations. The test results are included in this comprehensive report and listed as follows.
1. Exterior roof – Lead at 398 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 5,350 PPM is above the maximum allowable concentration of 5,000 PPM. Chromium compounds at 4,380 PPM are above the maximum allowable concentration of 2,500 PPM.
 2. Exterior shell – Lead at 253 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 3,400 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 2,540 PPM are above the maximum allowable concentration of 2,500 PPM.
 3. Interior roof – Lead at 15.8 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 32 PPM is below the maximum allowable concentration of

5,000 PPM. Chromium compounds at 8.5 PPM are below the maximum allowable concentration of 2,500 PPM.

4. Interior rafter – Lead at 20.8 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 24 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 52.7 PPM are below the maximum allowable concentration of 2,500 PPM.
 5. Interior shell – Lead at 18.8 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 28.2 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 10.8 PPM are below the maximum allowable concentration of 2,500 PPM.
 6. Interior bottom – Lead at 2.3 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 5.3 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 1.5 PPM are below the maximum allowable concentration of 2,500 PPM.
- B. The levels of zinc and chromium on the exterior roof and shell are above the maximum allowable concentrations. Therefore, removal operations on the exterior surfaces need to be classified as a hazardous materials/waste project.
- C. When the levels of lead, zinc, and chromium are below the Title 22 allowable action levels but are still present in some quantity, it should be recognized that Cal/OSHA does not specify specific action levels and similar regulatory criteria varies for mandated action levels. Accordingly, this consulting firm recommends the following be initiated for any recoating operations where heavy metal content is found to be positive:
1. At the beginning of work in a lead, zinc, or chromium laden space, air within the work space must be tested by a Certified Industrial Hygienist (CIH) to determine concentrations of heavy metals. CIH will then designate the degree of worker protection required for the work within the specific space.
 2. Additionally, it is requested this report be circulated through the Owner's safety and environmental group to determine that no conflict exists between their requirements for working with heavy metals and that noted within this report. If conflict exists, it is incumbent for the Owner to make the final decision as to the ultimate requirements for working with and disposing of hazardous wastes generated by the project.
- D. The process for working with heavy metal based coatings and paints and for final determination of spent abrasive as hazardous waste is as follows:
1. All personnel working on and around site must strictly adhere to Cal/OSHA and NIOSH regulations for working with lead paints. Regulations include personnel biological testing and monitoring of worker's air and air in vicinity of site. Inclusively, regulations outlined in 29 CFR Part 1926 must be strictly adhered to.
 2. Coatings and paints must be removed by vacuum blasting, or by conventional methods with total containment of tank, or by grit blasting with total containment

and recovery of abrasive, or partial containment in areas where blast cleaning is being accomplished.

- a. The tank interior provides a containment environment for removal of interior coatings; hence, these coatings can be removed by conventional methods. However, worker protection must be in strict compliance with the dictates of the CIH's report as noted above. Also, no coating must be allowed to fall onto the exterior soil, or dust be emitted into the outside atmosphere. Accordingly, all dust, removed coating particles, and other particulate matter from interior abrasive blast cleaning must be contained.
 - b. If heavy metals are present in non-confined spaces, it is incumbent upon the contractor to utilize coating removal equipment which confines the removed coating and any abrasive used during the removal process. If the contractor covers the non-confined space to render it a confined space, all costs associated with this changed job site condition must be borne by the contractor as no additional funds will be expended by the Owner for such changed job site conditions, as the cost was included in the contractor's lump sum bid.
- E. Upon completion of coating and paint removal from tank surfaces, a representative sample of the spent abrasive, with the removed coating and paint particles within the abrasive, is taken and sent to an approved testing laboratory for testing under Land Ban requirements.
- F. If tests indicate the spent abrasive with removed coating and paint particles is not hazardous, wastes can be disposed of in a local Class III or unclassified dump, regardless of the presence of heavy metal coating or paint particles. However, the local agency which has jurisdiction over the dumpsite may require further testing to ensure the waste does not violate any of their local regulations. This could result in the waste being classified as a Designated Waste, which requires disposal at a Class II dumpsite.
- G. If tests still indicate excessive levels of lead or chromium compounds, spent abrasive must be placed in approved containers, removed to an approved Class I dumpsite via a licensed hazardous waste transporter, and disposed of in strict conformance to Land Ban regulations. Incineration or encapsulation in concrete or other binder-type materials are also acceptable methods of disposal and do not result in a "cradle to grave" responsibility for the generator as does the landfill disposal method.
- H. PLEASE REMEMBER: THE OWNER OF THE TANK IS ALWAYS THE GENERATOR OF THE HAZARDOUS WASTE!!!!!!!!!! This liability cannot be transferred to any other party involved in the project, regardless of the contract provisions or specification requirements. The Owner can meet its responsibility to properly and legally handle and dispose of the toxic or hazardous wastes generated by the surface preparation requirements of a project by including this work as part of the work to be accomplished by the Contractor on the project. This work includes, but is not limited to, the following:
1. Obtaining all permits and EPA numbers, for Owner
 2. Processing all related project paperwork

3. Blood testing of all involved personnel
4. Sampling and testing of waste as required
5. Bulking, packaging, and storing waste at job site
6. Using licensed hazardous waste transporters to deliver the hazardous wastes to their ultimate legal disposal site

VI. RECOMMENDATIONS

- A. Based on the above noted observations and conclusions, the following recommendations are offered:

1. Exterior Surfaces

- a. The paint system on the exterior surfaces is in overall fair to good condition. However, due to the age of the paint system, general corrosion on the roof, and random corrosion and delamination on the shell and appurtenances, it is recommended that all exterior surfaces be abrasively blast cleaned to Near White Metal (SSPC-SP10), primed, and two finish coats of paint applied to all roof and shell surfaces.

2. Interior Surfaces

- a. The coating system on the interior surfaces is in fair to poor condition and has exceeded its useful lifespan. Therefore, HAE recommends that all interior surfaces be abrasive blast cleaned to Near White Metal (SSPC-SP10) and an epoxy coating system be applied to a minimum total dry film thickness of 15 mils on all surfaces above the bottom and 20 mils on the bottom surfaces.

3. Safety, Health, and Code Features

- a. Handrailing meeting Cal/OSHA Regulations must be installed.
- b. A 36-inch by 36-inch roof hatch meeting Cal/OSHA Regulations must be installed.
- c. Fall prevention should be installed on the interior ladder to meet Cal/OSHA Regulations.
- d. A personal fall restraint system should be installed to provide access to all areas of the roof.

VII. COST ESTIMATES

- A. Based on current and previous projects of similar scope, preliminary cost estimates for work as noted in RECOMMENDATIONS were calculated by using data from those projects.

1. Exterior Surfaces
 - a. Abrasive blast cleaning all exterior surfaces to Near White Metal (SSPC-SP10) and applying an epoxy/urethane paint system to all exterior surfaces would be in the cost range of \$210,000 to \$230,000, based on surfaces being classified as a hazardous materials/waste project and being accomplished when the interior coating work is done.
2. Interior Surfaces
 - a. Abrasive blast cleaning all interior surfaces to Near White Metal (SSPC-SP10) and applying an epoxy coating system a minimum total dry film thickness of 15 mils on all surfaces above the bottom and 20 mils on the bottom surfaces would be in the cost range of \$340,500 to \$450,000, based on surfaces being classified as a non-hazardous materials/waste project.
3. Safety, Health, and Code Features
 - a. Installing handrailing to meet Cal/OSHA Regulations would be in the cost range of \$5,800 to \$6,500.
 - b. Installing a 36-inch by 36-inch roof hatch to meet Cal/OSHA Regulations would be in the cost range of \$4,800 to \$5,500.
 - c. Installing a fall prevention device on the interior ladder to meet Cal/OSHA Regulations would be in the cost range of \$3,800 to \$4,500.
 - d. Installing a fall restraint cable system would be in the cost range of \$3,200 to \$3,500.
4. No cost is projected for quality control inspection of any outside contract work. An estimate can be prepared when final scope of work is determined.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Andre Harper
Project Engineer



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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Reservoir

STRUCTURE: Exterior of a 4.6 MG Welded Steel Water Storage Reservoir
(Hillside Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

PHOTOGRAPHED BY: Andre Harper, Project Engineer

DATE: June 2017

E-1 View of the exterior of the Hillside Reservoir, illustrating moderate to severe oxidation and fading and otherwise generally good condition of the paint system.



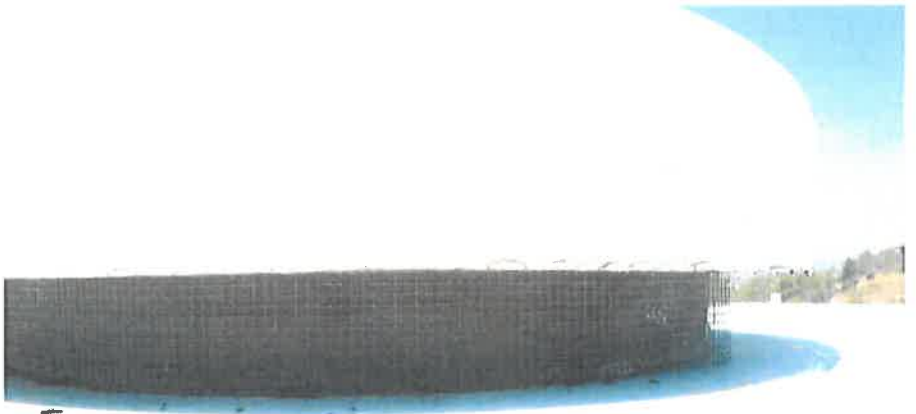
- E-2 View of the roof, illustrating severe oxidation and fading of the paint system.



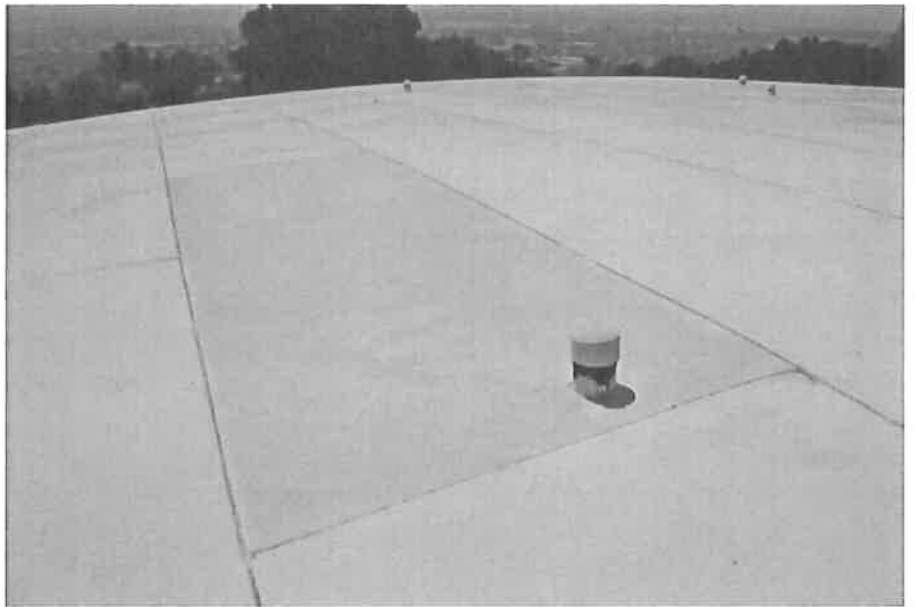
- E-3 View of the center vent, illustrating moderate corrosion at the center of the vent cover and general corrosion on the adjacent roof plates.



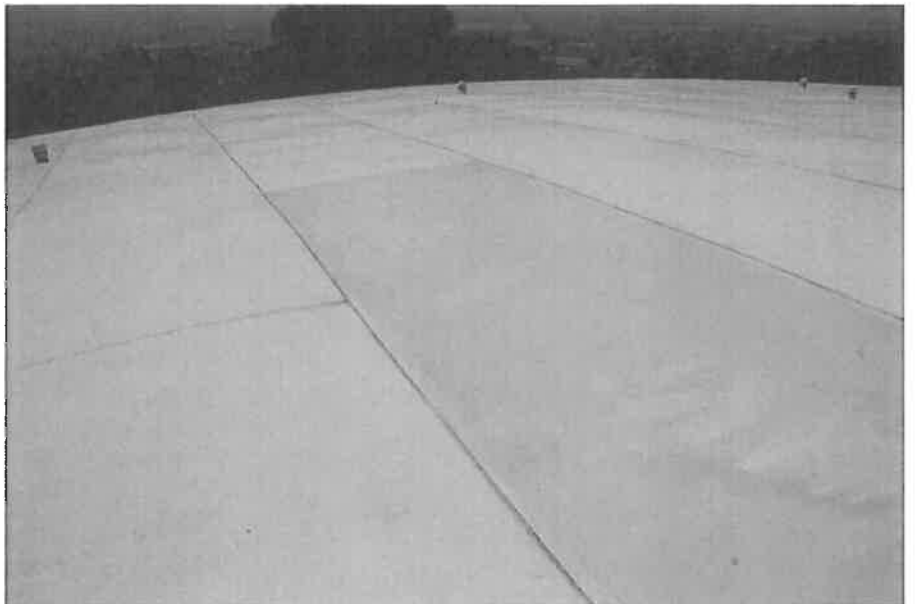
- E-4 View of the lower edge of the vent cover and screening, illustrating corrosion along the bottom edge of the cover and good condition of the screening.



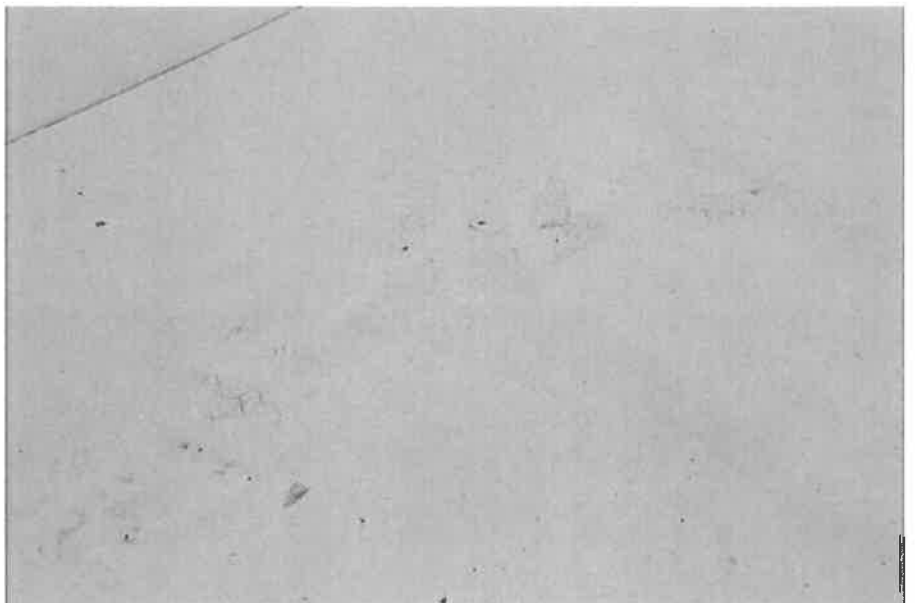
E-5 View of a portion of the roof, illustrating severe oxidation and fading and random general corrosion present.



E-6 Same as Photo E-5, except a different portion of the roof.



E-7 View of the roof, illustrating an area of cracked paint with minor corrosion present.



- E-8 View of the roof, illustrating an area of contamination and minor general corrosion on the roof plates.



- E-9 View of the edge of the roof, illustrating previous ponding and delamination of the paint system.



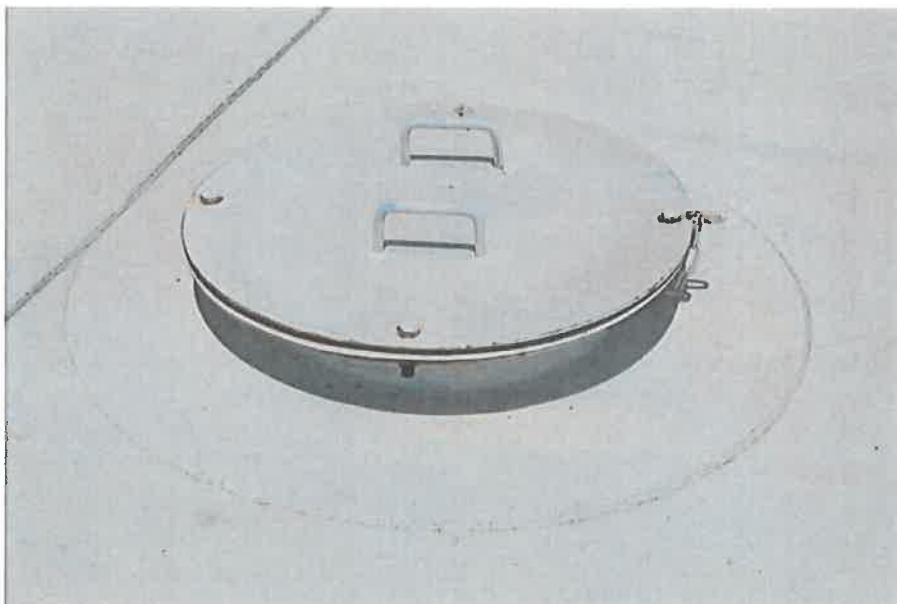
- E-10 View of a cathodic protection (CP) handhole, illustrating corrosion on the upper portion of the pipe.



- E-11 Same as Photo E-10, except at a different CP handhole.



- E-12 View of the secondary roof hatch, illustrating corrosion along the edge of the hatch cover and flange.



- E-13 View of the main roof hatch, illustrating delamination of the paint system on the interior curb and corrosion along the top edge of the hatch curb.



- E-14 View of the handrailing, illustrating random spots of delamination with corrosion present along the bottom edge of the mid rail and at the adjacent liquid level indicator (LLI) piping.



- E-15 View of the stairway platform, illustrating minor spot corrosion on the handrailing and platform.



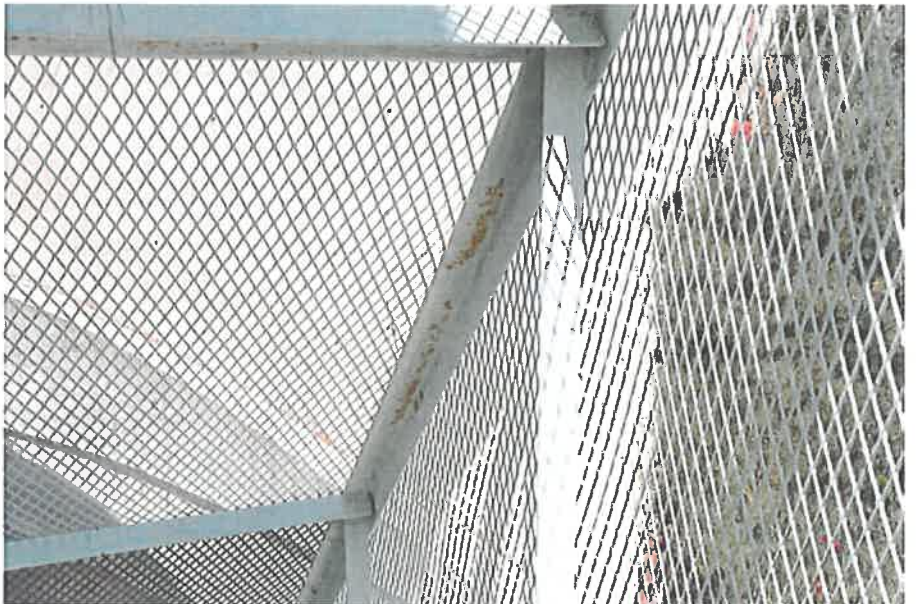
- E-16 View of the stairway, illustrating generally good condition of the paint system.



E-17 View of the underside of the vandal guard, illustrating corrosion along the perimeter angle.



E-18 Same as Photo E-17, except in a different location.



E-19 View of the stairway, illustrating severe oxidation and fading of the paint system on the stairway and adjacent shell.



- E-20 View of the topside of the vandal guard, illustrating corrosion on the angle iron and expanded metal covering.



- E-21 View of the bottom of the stairway, illustrating corrosion on the stairway treads and vandal guard door.



- E-22 View of the top portion of the LLI gauge board and overflow pipe, illustrating general corrosion on the upper portion of the gauge board and generally good condition of the adjacent paint system.



- E-23 View of the bottom of the LLI gauge board and overflow pipe, illustrating minor corrosion on the irregular surfaces of the overflow compression flange.



- E-24 View of a portion of the shell, illustrating moderate to severe oxidation of the paint system.



- E-25 View of the shell, illustrating an area of delaminating paint.



- E-26 Same as Photo E-25, except in a different location.



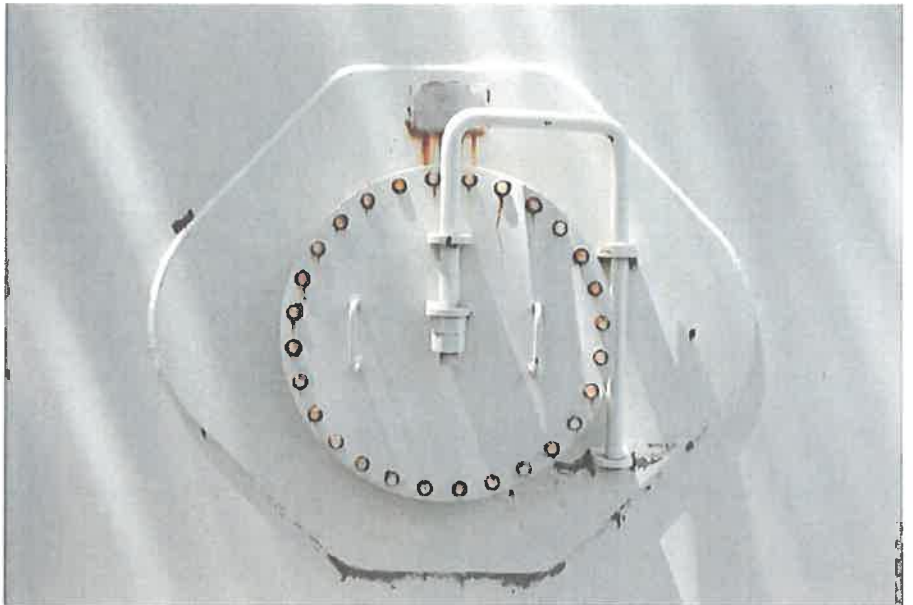
- E-27 View of two small diameter penetrations, illustrating corrosion on the threads and components of the penetrations. Note delamination on the adjacent shell.



- E-28 View of the secondary manhole, illustrating corrosion and staining at the nuts and bolts and davit arm. Note random spots of delamination on the adjacent shell surfaces.



- E-29 View of the primary manhole, illustrating corrosion and staining at the nuts and bolts and perimeter of the identification (ID) plate.



- E-30 View of the ID plate, illustrating paint on the plate and corrosion along the edges of the plate.



- E-31 View of the bottom plate extension (BPE), illustrating cracking of the sealant and corrosion along the edge of the BPE.



- E-32 Same as Photo E-31, except in a different location.



- E-33 View of the adjacent pumps and piping, illustrating good condition of the paint system on all surfaces.



- E-34 View of the overflow drain at the street, illustrating minor corrosion of the screening.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Reservoir

STRUCTURE: Interior of a 4.6 MG Welded Steel Water Storage Reservoir (Hillside Reservoir)

OWNER: San Gabriel Valley Water Company (City of Montebello Water Systems)

LOCATION: Montebello, California

PHOTOGRAPHED BY: Andre Harper, Project Engineer

DATE: June 2017

I-1 View of the interior roof, illustrating minor to moderate corrosion at the rafter flanges and roof lap welds.



- I-2 Same as Photo I-1, except from a different angle. Note rafter is slightly bowed.



- I-3 View of rafter to girder connections, illustrating minor general corrosion on a rafter and girder.



- I-4 Same as Photo I-3, except in a different location.



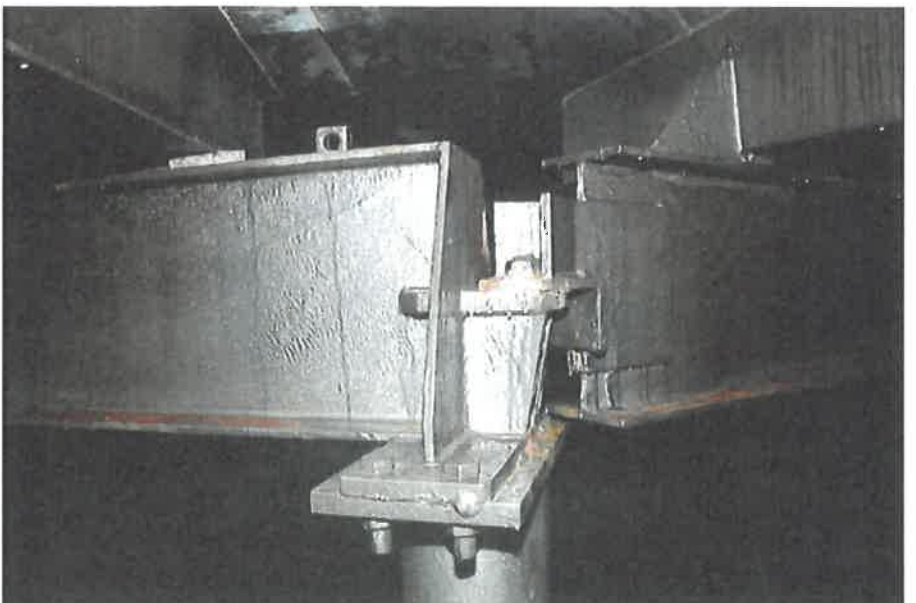
- I-5 Same as Photos I-3 and I-4, except in a different location.



- I-6 Same as Photos I-3 through I-5, except in a different location. Note general corrosion on the roof plate in this location.



- I-7 View of a girder to column connection, illustrating generally good condition of the coating system in this location.



- I-8 View of a portion of the roof, illustrating random general corrosion on the roof plates and rafters.



- I-9 Same as Photo I-8, except in a different location.



- I-10 View of the secondary roof hatch, illustrating minor corrosion along the perimeter and random general corrosion on adjacent surfaces.



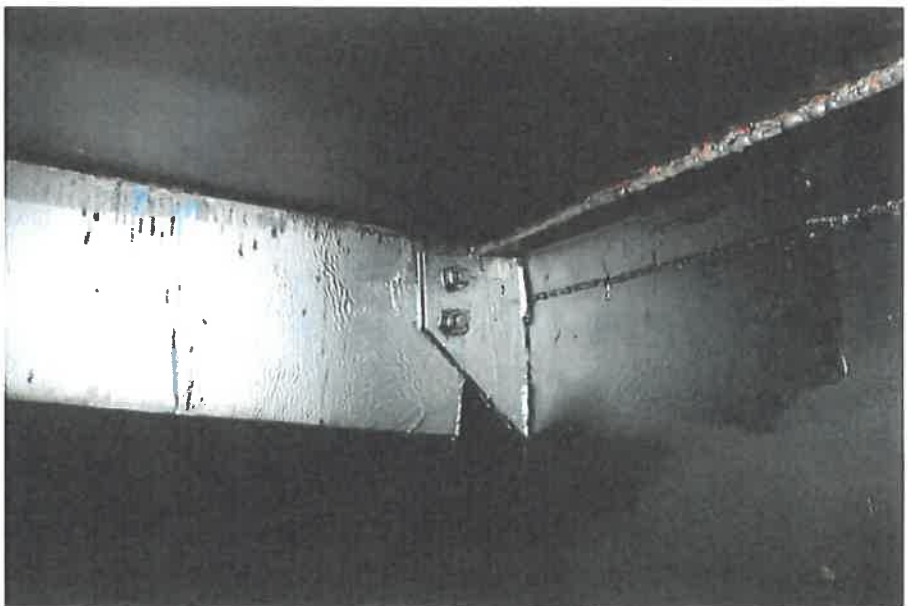
- I-11 View of a cathodic protection (CP) handhole, illustrating corrosion at the perimeter of the handhole.



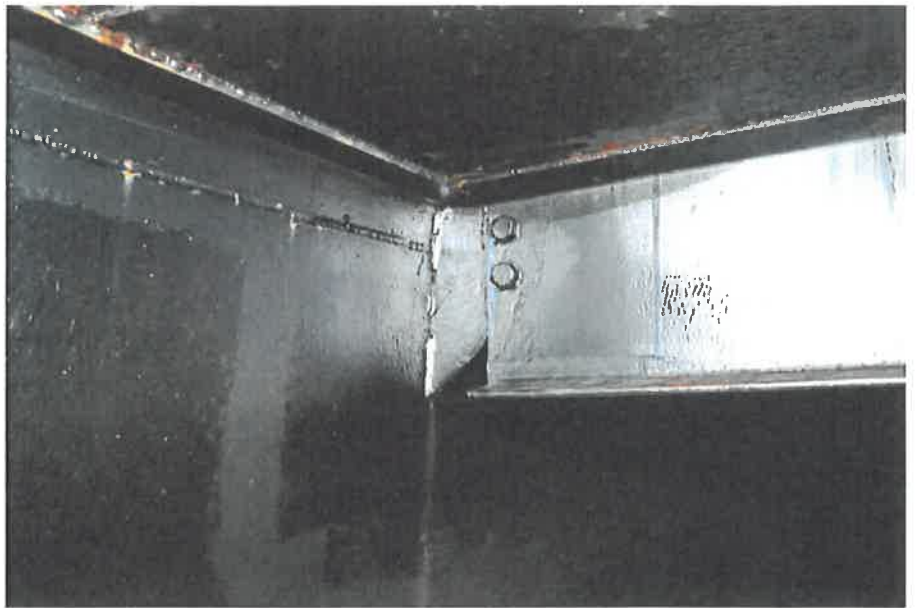
- I-12 View of the roof, illustrating general corrosion of the roof and adjacent rafter flange.



- I-13 View of a rafter to gusset plate connection, illustrating minor corrosion at the nuts and bolts, upper rafter flange, and roof to shell transition.



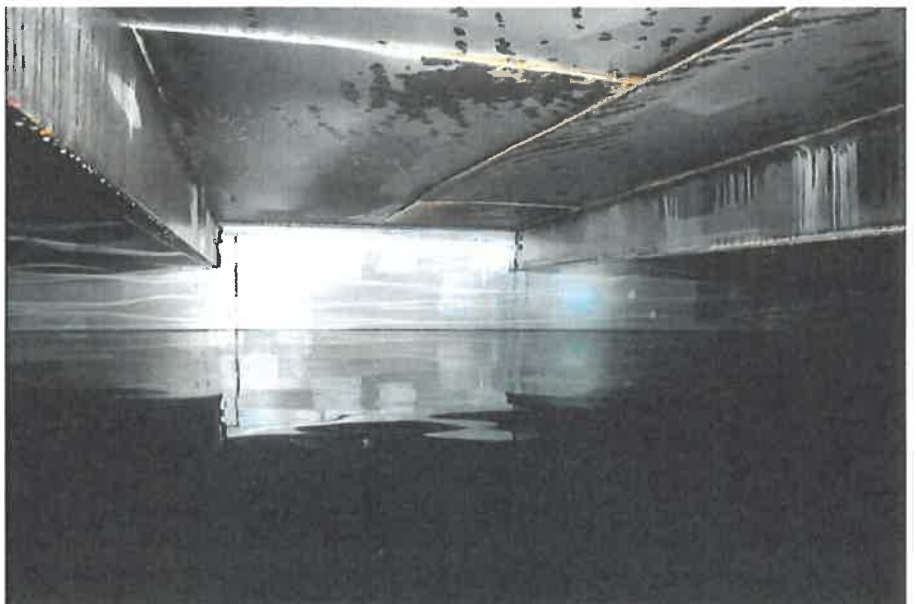
- I-14 Same as Photo I-13,
except from the
opposite side of a
connection.



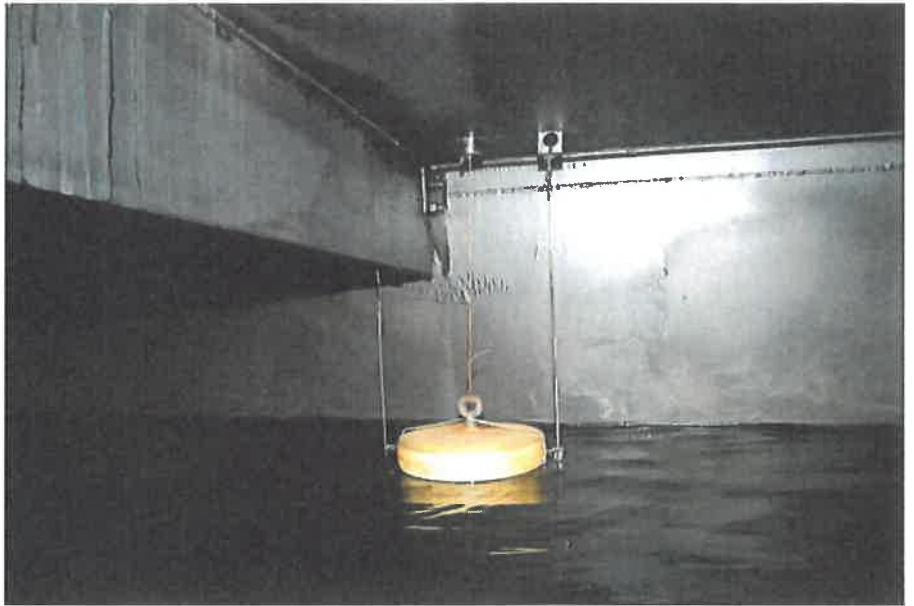
- I-15 View of the roof to
shell transition,
illustrating minor
corrosion along the
transition.



- I-16 View of the shell,
illustrating generally
good condition of the
coating system.



- I-17 View of the liquid level indicator (LLI) float, illustrating minor staining on the float and good condition of the guide wires.



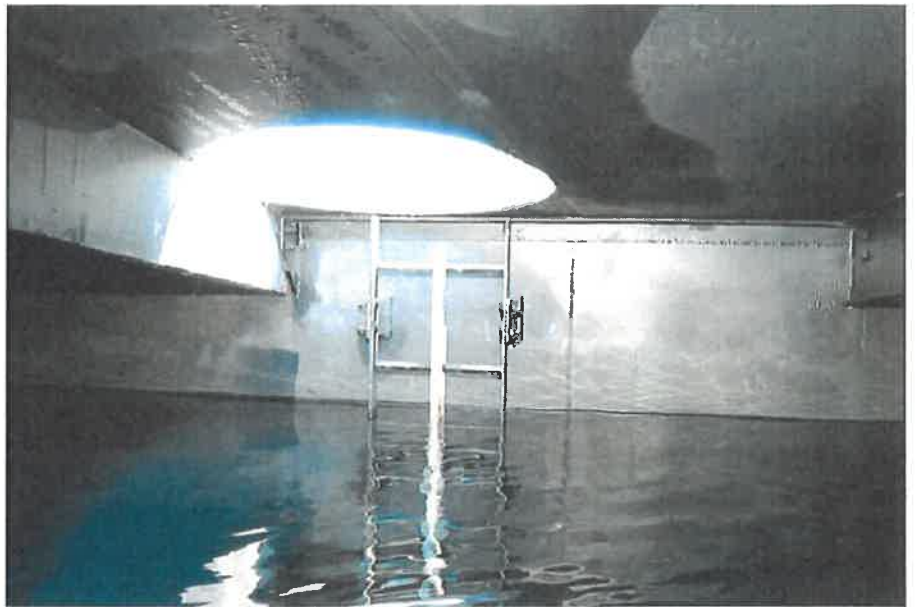
- I-18 View of the overflow, illustrating minor to moderate corrosion at the nuts and bolts securing the cover and along the perimeter of the roof penetration.



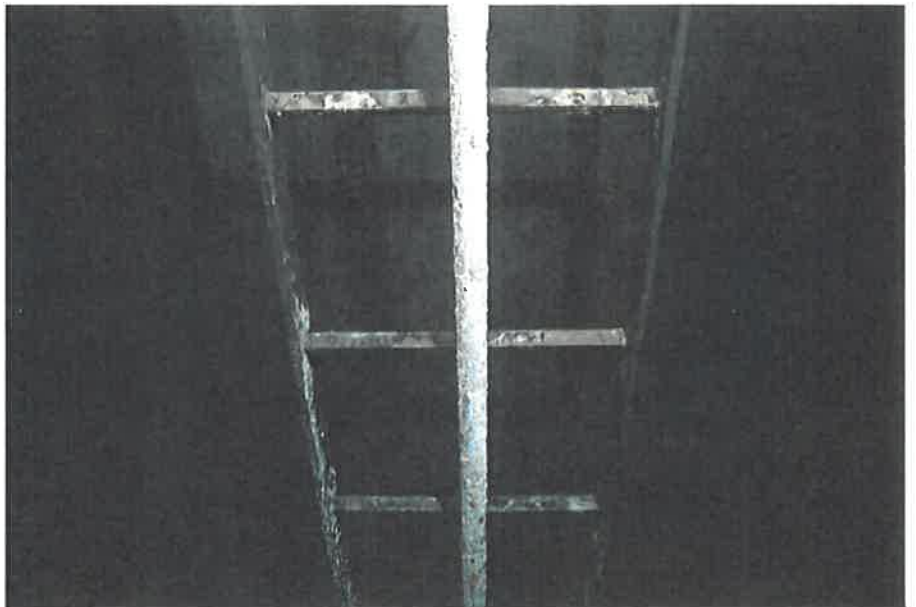
- I-19 View of the roof hatch, illustrating minor corrosion along the edges of the hatch curb and adjacent rafter flange.



- I-20 View of the ladder above the waterline, illustrating generally good condition of the coating system.



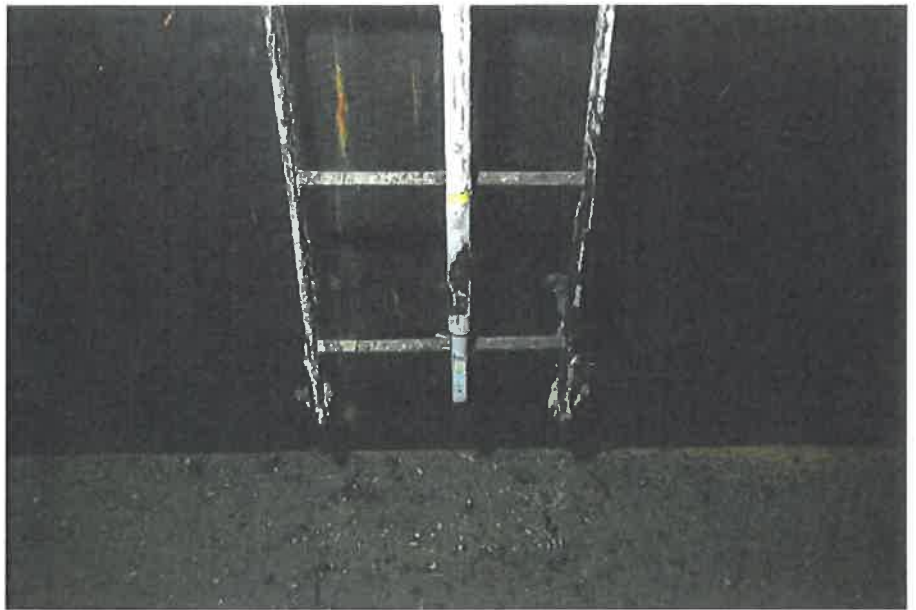
- I-21 View of the ladder just below the waterline, illustrating blistering and calcareous deposits on the side rails and rungs.



- I-22 Same as Photo I-21, except further down the ladder. Note large blisters on the side rails.



I-23 Same as Photos I-21 and I-22, except at the bottom of the ladder.



I-24 View of the shell, illustrating severe blistering, corrosion, and calcareous deposits present.



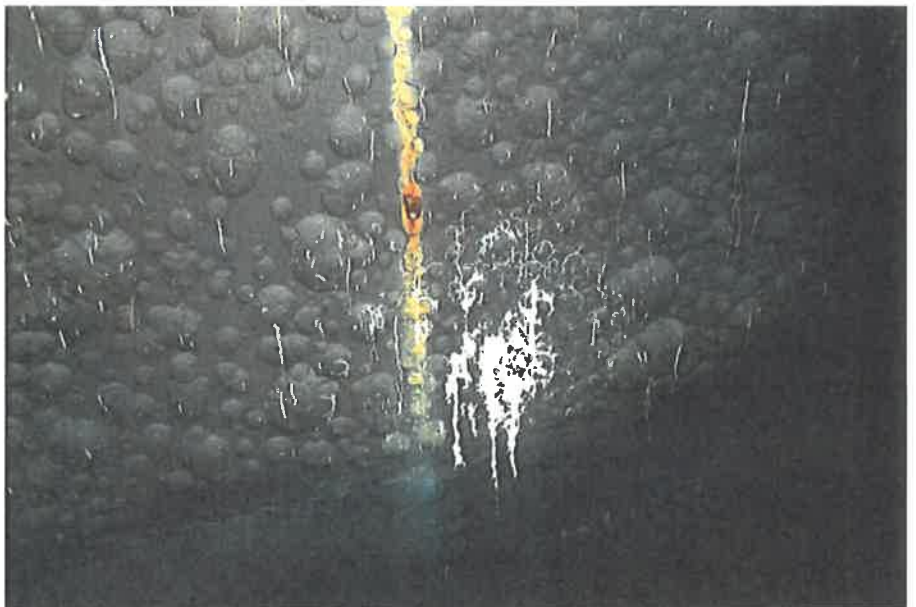
I-25 Same as Photo I-24, except in a different location.



- I-26 Same as Photos I-24 and I-25, except in a different location.



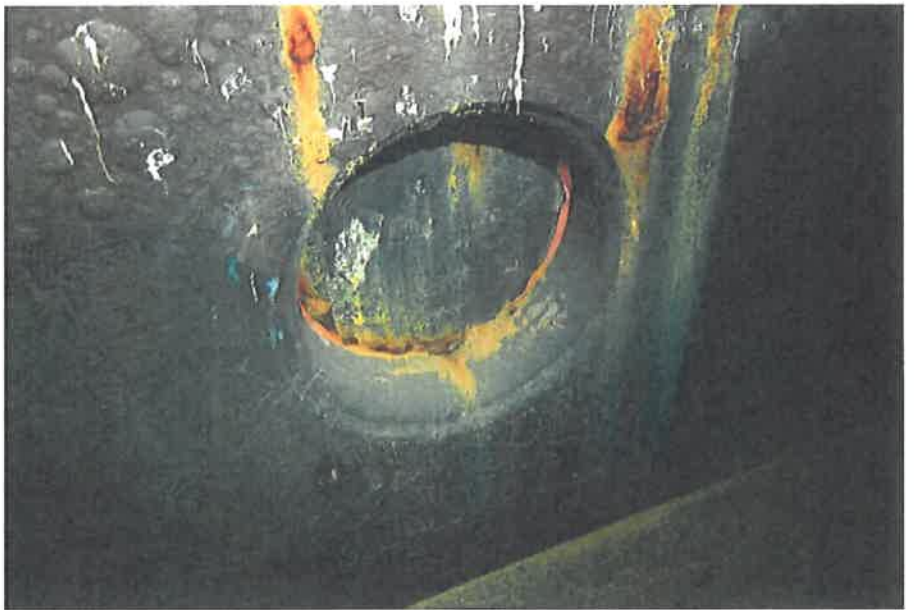
- I-27 Same as Photos I-24 through I-26, except in a different location.



- I-28 View of sample taps, illustrating minor corrosion at the inner circumference of the penetrations and blistering on the adjacent shell.



- I-29 View of a manhole, illustrating blistering, calcareous deposits, and corrosion on the manhole cover and adjacent shell.



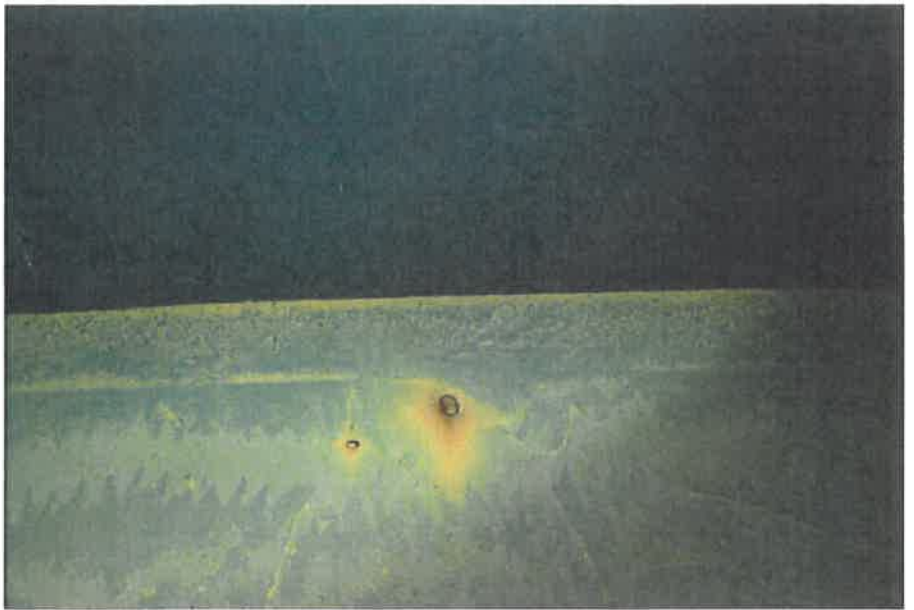
- I-30 Same as Photo I-29, except at the other manhole.



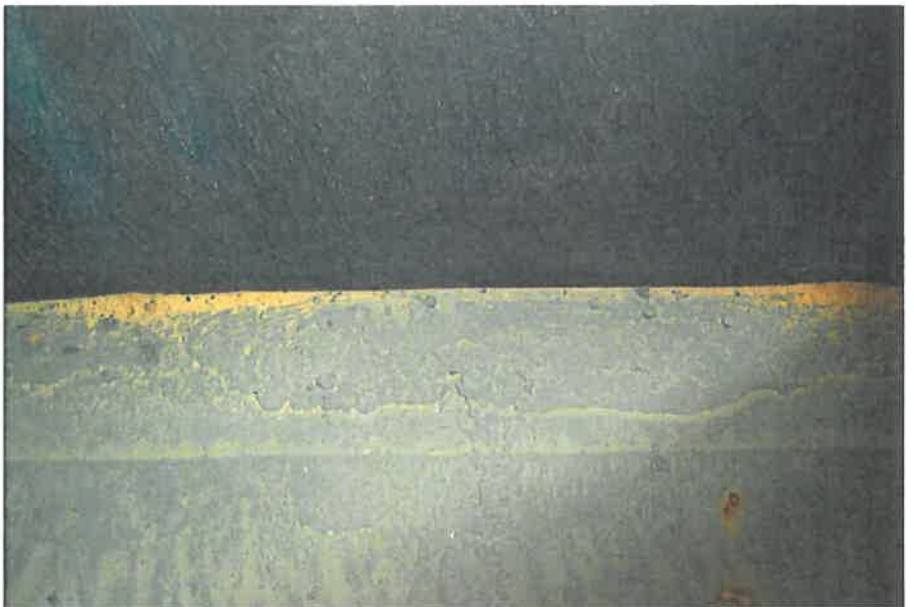
- I-31 View of the overflow pipe, illustrating blistering, calcareous deposits, and corrosion on the bottom of the pipe and on a vertical weld.



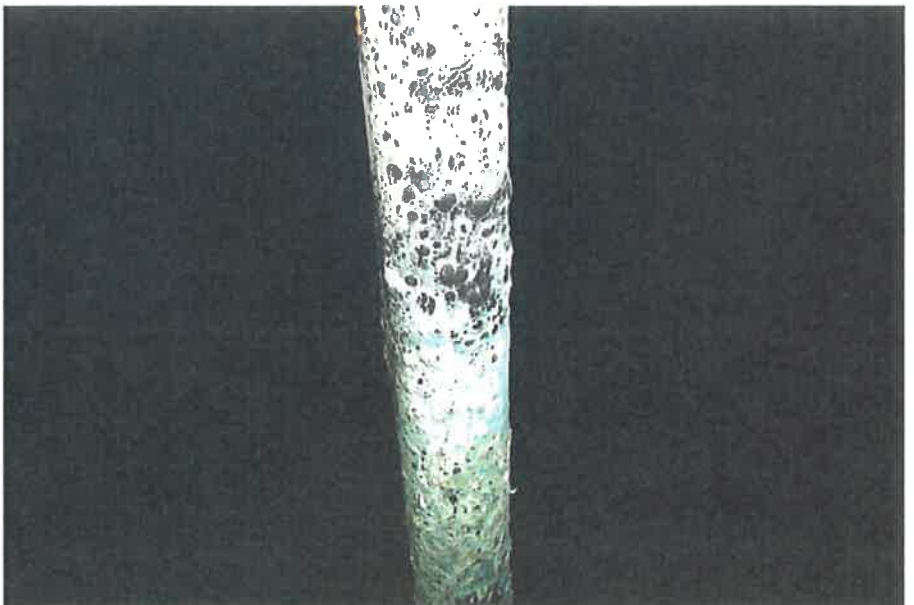
I-32 View of the shell to bottom transition, illustrating two isolated spots of corrosion on the bottom.



I-33 Same as Photo I-32, except in a different location.



I-34 View of a column, illustrating severe blistering and calcareous deposits present.



- I-35 Same as Photo I-34, except at a different column.



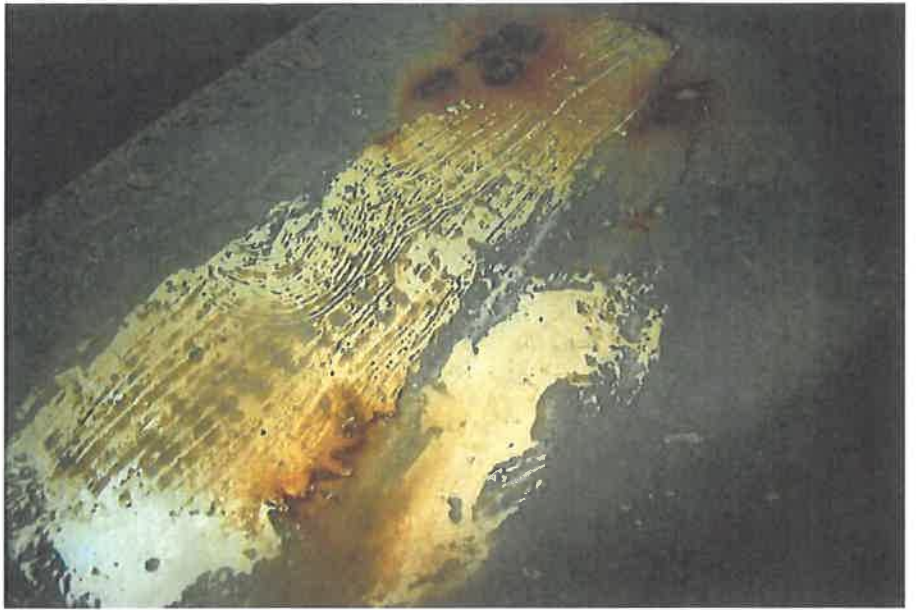
- I-36 View of a column base, illustrating blistering, calcareous deposits, and corrosion present. Note random calcareous deposits on the adjacent bottom plates.



- I-37 Same as Photo I-36, except at a different column base.



I-38 View of the bottom, illustrating an epoxy patch with random corrosion present.



I-39 Same as Photo I-38, except in a different location.



I-40 View of the bottom, illustrating random spots of minor to moderate corrosion present.



- I-41 Same as Photo I-40, except in a different location. Note calcareous deposits are also present.



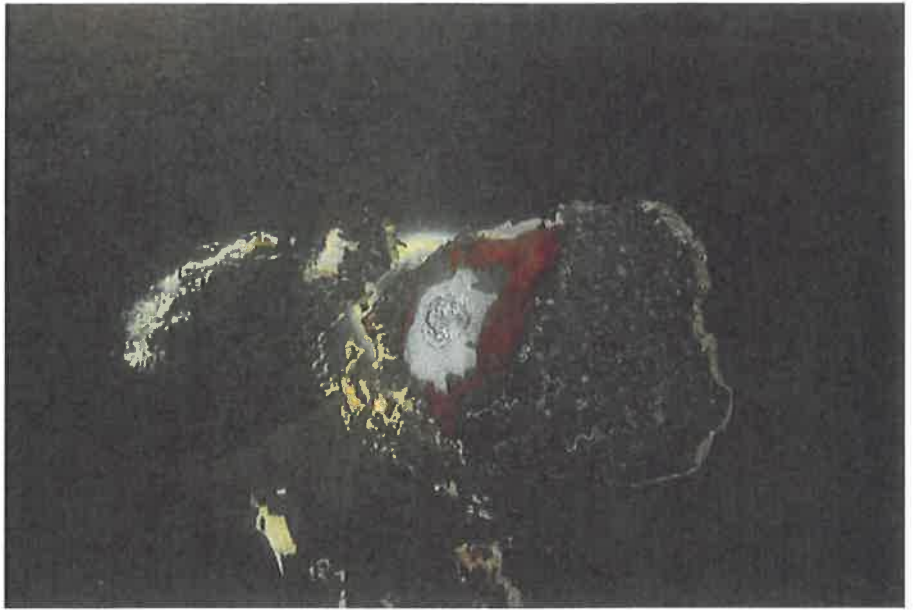
- I-42 Same as Photos I-40 and I-41, except in a different location.



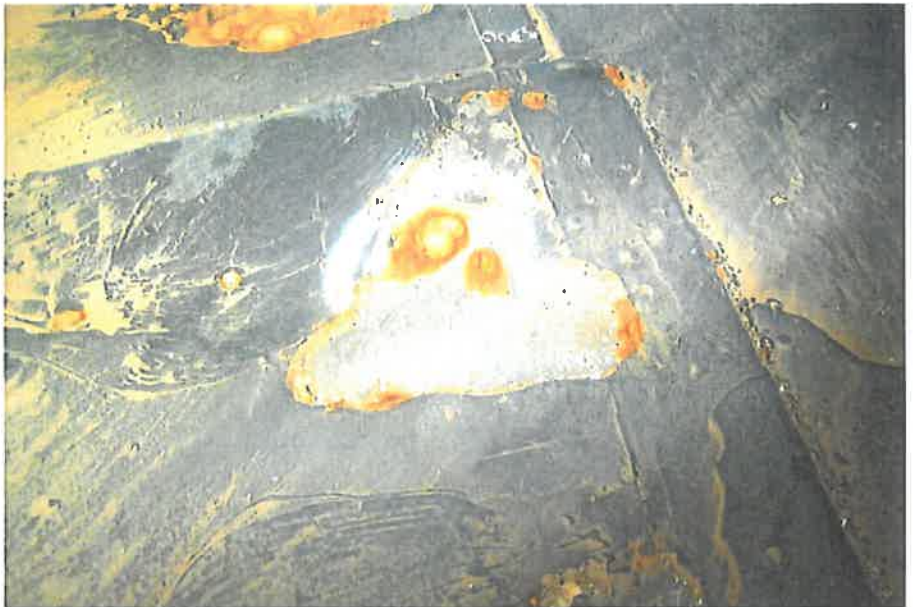
- I-43 View of the bottom, illustrating a large area of corrosion.



- I-44 Same as Photo I-43,
except after the
corrosion was removed
to expose the minor
pitting of the substrate.



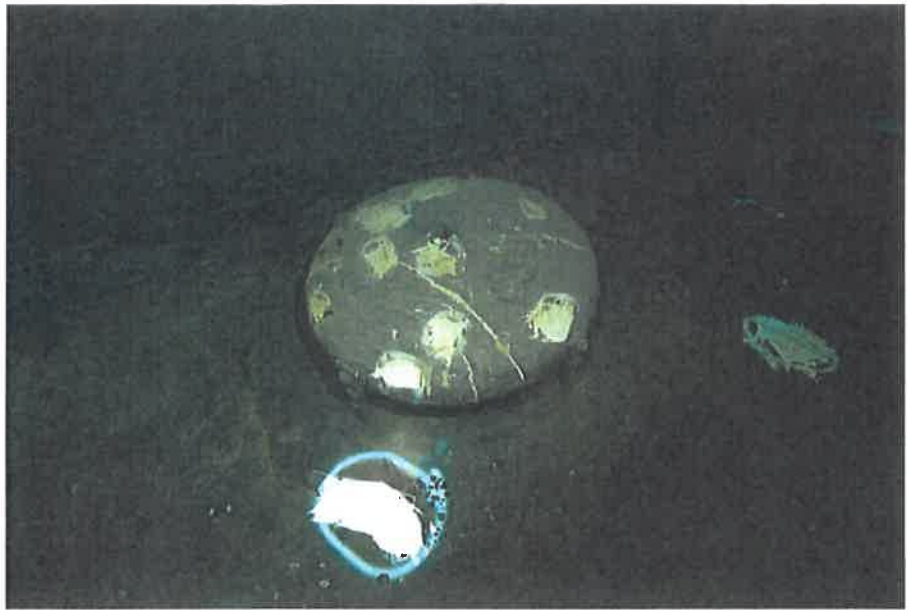
- I-45 View of the bottom,
illustrating exposed
substrate with corrosion
and calcareous deposits
present.



- I-46 View of the bottom,
illustrating an anode
debris pile.



I-47 View of the inlet/outlet cover, illustrating blistering, epoxy patch work, and minor corrosion on the cover.



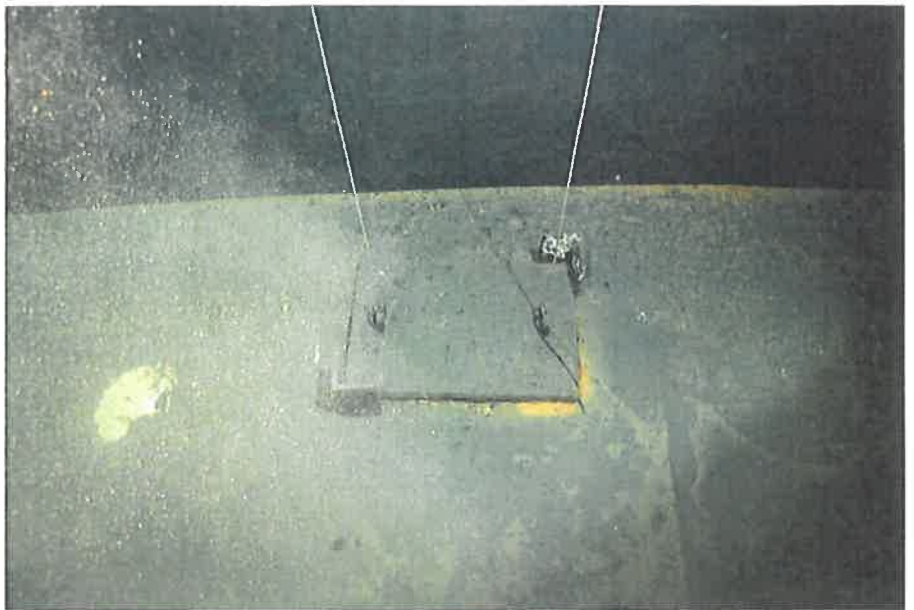
I-48 Same as Photo I-47, except a closer view.



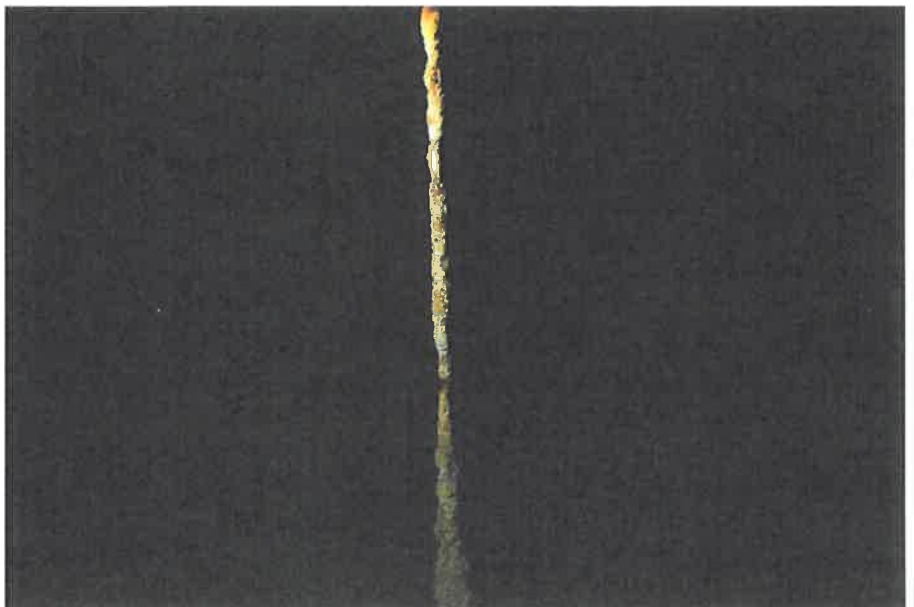
I-49 View of the drain, illustrating severe deterioration of the drain grate.



I-50 View of the LLI base, illustrating minor corrosion along the edge of the base.



I-51 View of an anode, illustrating severe deterioration of the anode material.





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CERTIFICATE OF ANALYSIS

1706-00191

HARPER & ASSOC. ENGINEERING
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1240 E. ONTARIO AVE
STE. 102-312
CORONA, CA 92881-8671

Date Reported 06/27/17
Date Received 06/22/17
Invoice No. 79704
Cust # H089
Permit Number
Customer P.O. 2851

Project: SAN GABRIEL VALLEY WATER / HILLSIDE RESERVOIR

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 001 EXTERIOR ROOF							Date & Time Sampled: 06/19/17 @ 8:00	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	4380		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	398		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	5350		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 002 EXTERIOR SHELL							Date & Time Sampled: 06/19/17 @ 8:00	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	2540		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	253		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	3400		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 003 INTERIOR ROOF							Date & Time Sampled: 06/19/17 @ 8:15	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	8.5		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	15.8		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	32.0		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 004 INTERIOR RAFTER							Date & Time Sampled: 06/19/17 @ 8:15	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	52.7		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	20.8		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	24.0		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 005 INTERIOR SHELL							Date & Time Sampled: 06/19/17 @ 8:30	
Sample Matrix: Other								
[Metals]								



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ELAP#s	2789
	2790
	2122

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CERTIFICATE OF ANALYSIS

1706-00191

HARPER & ASSOC. ENGINEERING
KRISTI COX
1240 E. ONTARIO AVE
STE. 102-312
CORONA, CA 92881-8671

Date Reported 06/27/17
Date Received 06/22/17
Invoice No. 79704
Cust # H089
Permit Number
Customer P.O. 2851

Project: SAN GABRIEL VALLEY WATER / HILLSIDE RESERVOIR

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 005 INTERIOR SHELL							Date & Time Sampled: 06/19/17 @ 8:30	
Sample Matrix: Other								
.....continued								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	10.8		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	18.8		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	28.2		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 006 INTERIOR BOTTOM							Date & Time Sampled: 06/19/17 @ 8:45	
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	1.5		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	2.3		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	5.3		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ

Respectfully Submitted:

Ken Zheng

Ken Zheng - Lab Director

QUALIFIERS

B = Detected in the associated Method Blank at a concentration above the routine RL.
B1 = BOD dilution water is over specifications. The reported result may be biased high.
D = Surrogate recoveries are not calculated due to sample dilution.
E = Estimated value; Value exceeds calibration level of instrument.
H = Analyte was prepared and/or analyzed outside of the analytical method holding time
I = Matrix Interference.
J = Analyte concentration detected between RL and MDL.
Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.
S = Customer provided specification limit exceeded.

ABBREVIATIONS

DF = Dilution Factor
RL = Reporting Limit, Adjusted by DF
MDL = Method Detection Limit, Adjusted by DF
Qual = Qualifier
Tech = Technician

As regulatory limits change frequently, A & R Laboratories advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.

For any feedback concerning our services, please contact Jenny Jiang, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at office@arlaboratories.com.

APPENDIX F

TOWN CENTER RESERVOIR INSPECTION REPORT

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HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
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CORROSION REPORT

PROJECT: Corrosion Engineering Evaluation of a Buried Concrete Water Storage Reservoir

STRUCTURE: 2.0 MG Buried Concrete Water Storage Reservoir
(Town Center Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

INVESTIGATED BY: Andre Harper, Project Engineer

DATE: June 2017

I. GENERAL INFORMATION

A. Construction and Maintenance Details

Structure is a buried reinforced concrete water storage reservoir located in Montebello, California, and is designated as the Town Center Reservoir. The reservoir was constructed in 1984. There are 25 columns supporting the roof. Access into the reservoir is through a roof hatch and down a stainless steel ladder. The ladder is not equipped with a fall protection device.

B. Site Conditions

The reservoir is buried with an asphalt paved road on all sides of the reservoir. Therefore, there is adequate space for large equipment around the reservoir, assuming use of normal portable air compressor and related equipment.

There are no homes in close proximity which could be adversely affected by dust and contamination associated with abrasive blast cleaning and painting operations.

C. Existing Coating, Paint, and Sealant Systems

1. No records for the coatings, paint, or sealants were made available to HAE for review. The field investigation indicates the following:

a. Exterior Surfaces

- 1) Concrete surfaces are not coated.
- 2) Exterior appurtenances and hatches appear to be a combination of aluminum, galvanized, and stainless steel.

b. Interior Surfaces

- 1) Concrete surfaces are uncoated.
- 2) The interior appurtenances appear to be a combination of coated carbon, galvanized, and stainless steel, and random brass and plastic.
- 3) A polyurethane or polysulfide sealant material is present at the wall and floor joints.

D. Cathodic Protection System

The reservoir has no cathodic protection system installed on the interior of the reservoir and there is no indication of a subgrade system for the underside of the bottom of the reservoir or piping.

E. Heavy Metal Analyses

No samples of interior joint sealants, coatings, or paint were removed for analyses for the presence of heavy metals, specifically lead, chromium compounds, zinc, or asbestos, as this was not included in the scope of work.

F. Contract Information

Harper & Associates Engineering, Inc. was retained by the District to accomplish field investigation and cleaning of the reservoir to observe interior and exterior surfaces and conditions, with photographs taken to record conditions. This report has been prepared with remedial repair/recoating/repainting recommendations and cost estimates for accomplishing the work.

This Corrosion Report is prepared solely on the basis of noted field investigation. Conclusions and recommendations are strictly those determined by Consultant to be consistent with the best and most experienced practice within the corrosion engineering profession.

II. INVESTIGATION

A. Investigation was accomplished as follows:

1. Exterior Surfaces
 - a. Investigation of the roof surfaces and appurtenances on the roof was accomplished by traversing the roof.

- b. The exterior wall surfaces could not be evaluated as they are buried.
- c. Photographs were taken of typical and specific areas to illustrate condition of surfaces.

2. Interior Surfaces

- a. Underside of the roof and wall surfaces above the top capacity level were inspected via inflatable raft, traversing the entire perimeter of the reservoir, and systematically traversing all structural elements and the roof.
- b. Vertical surfaces below the water level were investigated by diving the reservoir and traversing the floor and perimeter.
- c. Light was supplied via high intensity portable light and natural light from the roof hatches.
- d. Photographs were taken of typical and specific areas to illustrate condition of surfaces.

III. OBSERVATIONS

A. Based upon the above reported investigation, the following observations were noted:

1. Exterior Surfaces

a. Roof and Appurtenances

- 1) The asphalt road around the reservoir appears to be in good condition with minimal cracking and no erosion present. (Photos E-1, E-5, and E-12)
- 2) Minor cracking with calcium carbonates is present on the roof surfaces. (Photos E-5 through E-8)
- 3) The galvanized roof hatches are in good condition. (Photos E-9 through E-11)
- 4) The compression struts and related hardware for the roof hatches are severely corroded. (Photos E-10 and E-11)
- 5) The paint system is delaminating on the vent pipe and adjacent bollards. (Photo E-12)

2. Interior Surfaces

a. Underside of Roof and Column Caps

- 1) Roof surfaces and column caps are in overall good condition. (Photos I-1 through I-10)
- 2) Hairline cracking with calcium carbonates is present on the roof surfaces, column caps, and near random roof penetrations. (Photos I-1 through I-5, I-7, and I-8)

b Walls and Appurtenances

- 1) The concrete walls are in overall good condition. (Photos I-10 through I-14 and I-23 through I-37)
- 2) Minor corrosion is present on the welds of a stainless steel pipe penetrating the wall. (Photos I-12 and I-13)
- 3) Minor corrosion is present on the stainless steel ladders. (Photos I-16, I-17, and I-19 through I-22)
- 4) Isolated spots of minor corrosion are present on the walls. (Photos I-24 through I-28, I-35, and I-37)
- 5) Random hairline cracking is present on the walls. (Photo I-29)
- 6) Minor corrosion is present on the wash-out valves and nuts and bolts securing the stand-off brackets to the wall. (Photos I-30 through I-34)
- 7) The joint sealants on the walls are in poor condition. (Photos I-11, I-22, I-24, and I-35)

c. Floor, Columns, and Appurtenances

- 1) The floor and column surfaces are in overall good condition. (Photos I-38 through I-48)
- 2) Random minor corrosion is present at the column bases. (Photos I-40 through I-43)
- 3) The joint sealants on the floor are in overall poor condition. (Photos I-44 through I-47 and I-50)
- 4) Moderate to severe corrosion is present on the inlet/outlet and drain valves. (Photo I-52)

3. Safety, Health, and Code Features

- a. The interior ladder is not equipped with fall protection.

IV. CONCLUSIONS

- A. Based on the above noted observations, the following conclusions are drawn:

1 Exterior Surfaces

a. Roof and Appurtenances

- 1) The roof and adjacent asphalt road surfaces are in overall good condition with random minor cracking present.
- 2) Hairline cracks commonly occur in concrete as it cures; the white substance weeping from the cracks is calcium carbonate. This is a common process referred to in AWWA Standard C205 as “autogenous healing” which indicates the crack generates its own healing process from the hardening of the calcium carbonates.
- 3) The poor condition of the compression struts for the hatches is typically due to utilizing a combination of carbon steel components along with the stainless and galvanized steel that are less susceptible to corrosion.
- 4) The delaminating paint on the vent pipe and bollards is likely due to not properly preparing the galvanized and concrete surfaces before applying the paint system

2. Interior Surfaces

a. Underside of Roof and Column Caps

- 1) The roof surfaces and column caps are in overall good condition.
- 2) Minor cracking with calcium carbonates present on the roof surfaces and column caps is due to the reasons noted above in 1. a. 2).

b Walls and Appurtenances

- 1) The condition of the concrete wall surfaces must be rated as good.
- 2) Minor corrosion on the stainless steel ladders and welds of a stainless steel pipe penetrating the wall is likely due to a combination of imperfections in the welding process allowing contaminants in the weld and chlorine vapor which can be aggressive toward stainless steel components.
- 3) Random spots of minor corrosion on the walls is typically the result of either tie wire or reinforcing steel not having sufficient coverage of concrete, which allows moisture to penetrate the surface and make contact with the unprotected steel.

- 4) Minor cracking with calcium carbonates present on the walls is due to the reasons noted above in 1. a. 2).
- 5) Minor corrosion on the wash-out valves and nuts and bolts securing the stand-off brackets to the walls appears to be due to utilizing carbon steel nuts and/or bolts in some locations.
- 6) The poor condition of the joint sealants is likely due to the age of the sealants, as they typically have a life span of only 10-15 years and are approximately 33 years old.

c Floor, Columns, and Appurtenances

- 1) The floor, columns, and appurtenances are in overall good condition.
- 2) Conclusions and comments noted above for wall surfaces generally apply to these surfaces.
- 3) Random minor corrosion on the column bases is typically the result of either tie wire or reinforcing steel not having sufficient coverage of concrete, which allows moisture to penetrate the surface and make contact with the unprotected steel.
- 4) Minor to moderate corrosion at the upper edges of the inlet/outlet penetrations is due to the painters not taking the time to properly coat these irregular surfaces by brush applying the coating between spray coats to achieve the specified mil thickness and may have been exacerbated by personnel and/or equipment damaging these surfaces after coating them.
- 5) The poor condition of the joint sealants is due to the reasons noted above in 2. b. 6).
- 6) Moderate to severe corrosion on the inlet/outlet and drain valves appears to be due to a combination of not applying sufficient mil thickness to the irregular surfaces and possibly contamination between coats or a recoat violation, as blistering is present on the flange of the inlet/outlet valve.

3. Safety, Health, and Code Features

- a. Lack of a fall protection device on the interior ladder is in violation of Cal/OSHA Regulations.

V RECOMMENDATIONS

- A. Based on the above noted observations, the following recommendations are offered.

1. Exterior Surfaces

- a. The exterior concrete surfaces of the reservoir above grade are in overall good condition and do not require any work at this time. However, due to corrosion on the compression struts, closing the main roof hatch was very difficult and will require the compression struts to be replaced as soon as possible.
- b. The vent pipe, cover, and bollards could be painted to improve aesthetics.

2. Interior Surfaces

- a. The interior concrete surfaces are in overall good condition; however, there are random deficiencies requiring repair. The repairs noted below do not need to be accomplished immediately, as they are minor and will not create any significant deterioration for at least three to five years. HAE recommends the reservoir be inspected in the next three to five years to monitor the minor corrosion and condition of the sealant materials.
 - 1) The random spot corrosion on the concrete walls and column bases should be cleaned by brush-off blast cleaning, chipping, grinding, etc., and repaired with a cementitious material.
 - 2) Corroded nuts and bolts securing the wash-out valves to the walls should be replaced with galvanized nuts and bolts.
 - 3) Moderate to severe corrosion on the inlet/outlet and drain valves should be repaired by abrasive blast cleaning to Near White Metal (SSPC-SP10) and applying an epoxy coating system to a minimum thickness of 15 mils.
 - 4) The existing joint sealants should be removed and replaced with new joint sealant materials.

3. Safety, Health, and Code Features

- a. Fall protection should be installed on the interior ladder to meet Cal/OSHA Regulations.

VI. COST ESTIMATES

- A. Based on current and previous projects of similar scope, preliminary cost estimates for work as noted in RECOMMENDATIONS were calculated by using data from those projects.

1. Exterior Surfaces

- a. Replacing the roof hatch struts and related hardware is not something HAE is typically involved with, therefore HAE is not familiar with

pricing on these items. This work could be accomplished by Company personnel.

2. Interior Surfaces

- a. Repair of random spot corrosion on the concrete walls and columns would be in the cost range of \$10,500 to \$12,000.
- b. The cost to replace corroded nuts and bolts securing the wash-out valves would be minimal and could be included with the other interior repairs.
- c. Abrasive blast cleaning the inlet/outlet and drain valves to Near White Metal (SSPC-SP10) and applying an epoxy coating system to a minimum thickness of 15 mils would be in the cost range of \$10,000 to \$15,500.
- d. Applying polyurethane sealants to interior joints would be in the cost range of \$15 to \$20 per linear foot.

3. Safety, Health, and Code Features

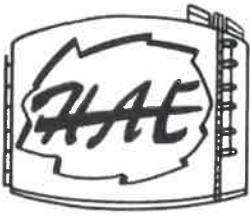
- a. Installing a fall prevention device on the interior ladder would be in the cost range of \$3,500 to \$4,000.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Andre Harper
Project Engineer



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Buried Concrete Water Storage Reservoir

STRUCTURE: Exterior of a 2.0 MG Buried Concrete Water Storage Reservoir
(Town Center Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

PHOTOGRAPHED BY: Andre Harper, Project Engineer

DATE: June 2017

E-1 View of the exterior of the Town Center Reservoir, illustrating good condition of the concrete surfaces.



- E-2 View of a portion of the roof, illustrating good condition of the concrete surfaces.



- E-3 View of small diameter penetrations, illustrating oxidation of the plates and minor cracking of the adjacent concrete.



- E-4 View of the roof, illustrating good condition of the concrete surfaces.



- E-5** Same as Photo E-4, except in a different location. Note minor cracking with calcium carbonates present.



- E-6** View of a corner of the roof, illustrating minor hairline cracking present.



- E-7** Same as Photo E-6, except in a different location.



- E-8 Same as Photos E-6 and E-7, except in a different location.



- E-9 View of the overflow access hatch, illustrating good condition of the galvanized cover and minor corrosion on the lock hasp hardware.



- E-10 View of the roof hatch, illustrating generally good condition of the hatch cover and curb.

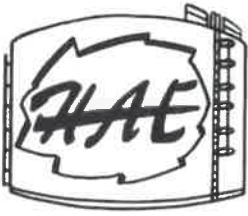


E-11 View of the roof hatch hardware, illustrating severe corrosion of the compression strut.



E-12 View of a vent pipe and bollards, illustrating delamination of the paint system on the vent pipe cover and bollards.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Buried Concrete Water Storage Reservoir

STRUCTURE: Interior of a 2.0 MG Buried Concrete Water Storage Reservoir
(Town Center Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

PHOTOGRAPHED BY: Andre Harper, Project Engineer

DATE: June 2017

I-1 View of the interior roof, illustrating generally good condition of the concrete surfaces.



- I-2 Same as Photo I-1,
except in a different
location.



- I-3 Same as Photos I-1 and
I-2, except in a different
location.



- I-4 View of the roof,
illustrating minor
hairline cracks with
calcium carbonates
present.



- I-5 Same as Photo I-4, except in a different location.



- I-6 View of a column cap, illustrating good condition of the concrete surfaces. Note liquid level indicator (LLI) marks painted on the column.



- I-7 View of a column cap to column transition, illustrating the overall good condition of both the column and cap.



- I-8 View of a small diameter roof penetration, illustrating generally good condition of the pipe and minor cracking of the adjacent concrete surfaces with calcium carbonates present.



- I-9 View of valve actuator rods, illustrating good condition of the rods and adjacent concrete surfaces.



- I-10 View of a portion of the wall, illustrating generally good condition of the concrete surfaces.



- I-11 View of a portion of the wall, illustrating severe deterioration of the joint sealant.



- I-12 View of a pipe penetrating the wall, illustrating good condition of the stainless steel pipe with staining present.



- I-13 Same as Photo I-12, except at a different wall penetration. Note minor corrosion and staining at the pipe penetrating the concrete wall.



- I-14 View of the overflow weir, illustrating good condition of the concrete surfaces.



- I-15 View of the overflow weir and LLI, illustrating generally good condition of the concrete surfaces and LLI float assembly.



- I-16 View of the overflow access hatch and ladder, illustrating generally good condition of the galvanized hatch and stainless steel ladder. Note minor corrosion at the base of the hatch compression struts.



- I-17 View of the interior of the overflow weir and ladder, illustrating good condition of the ladder and concrete surfaces.



- I-18 View of the overflow pipe inside the weir, illustrating good condition of the concrete surfaces.



- I-19 View of the roof hatch, illustrating generally good condition of the hatch with moderate to severe corrosion of the hatch cover shocks.



- I-20 View of the stainless steel ladder, illustrating good condition of the ladder.



- I-21 Same as Photo I-20, except just below the waterline. Note staining on the ladder side rail.



- I-22 View of the bottom of the ladder, illustrating minor corrosion of the bolt on a standoff bracket.



- I-23 View of the wall,
illustrating generally
good condition of the
concrete surfaces.



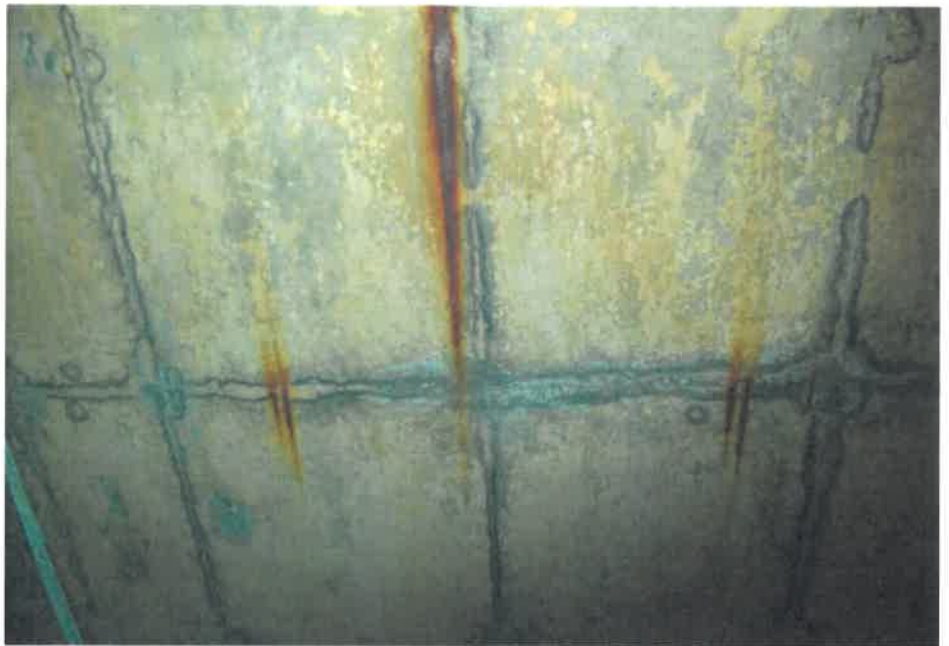
- I-24 View of the wall,
illustrating an isolated
spot of minor corrosion
present. Note blistering
of the vertical joint
sealant material.



- I-25 View of the wall,
illustrating three spots
of corrosion with
staining present.



I-26 Same as Photo I-25,
except in a different
location.



I-27 Same as Photos I-25 and
I-26, except in a
different location.



I-28 Same as Photos I-25
through I-27, except in
a different location.



- I-29 View of the wall, illustrating a hairline crack with calcium carbonates present and staining on the adjacent surfaces.



- I-30 View of a wash-out valve and piping, illustrating minor corrosion on the valve, pipe flange, and bolts securing brackets to the wall.



- I-31 Same as Photo I-30, except at a different valve.



I-32 Same as Photos I-30 and I-31, except from a different angle.



I-33 Same as Photos I-30 through I-32, except in a different location.



I-34 View of a pipe support, illustrating corrosion at the anchor bolt with staining present.



- I-35 View of the wall to floor transition, illustrating a minor spot of corrosion and severe deterioration of the joint sealant.



- I-36 View of the wall to floor transition, illustrating an isolated spot of minor corrosion and moderate to severe deterioration of the joint sealant.



- I-37 Same as Photo I-36, except in a different location.



- I-38 View of a column, illustrating good condition of the concrete surfaces.



- I-39 Same as Photo I-38, except at a different column. Note good condition of the LLI markings.



- I-40 Same as Photo I-39, except at the bottom of the column.



- I-41 Same as Photo I-40, except at a different column base. Note minor spots of corrosion present.



- I-42 View of the corner of a column base, illustrating a spot of corrosion and staining present.



- I-43 Same as Photo I-42, except at a different column base.



- I-44 View of the floor, illustrating severe deterioration of the joint sealant and good condition of the concrete surfaces.



- I-45 Same as Photo I-44, except in a different location.



- I-46 Same as Photos I-44 and I-45, except at an intersection of joint sealants.



- I-47 Same as Photos I-44 through I-46, except in a different location.



- I-48 View of the floor, illustrating a spot of spalled concrete.



- I-49 View of the inlet/outlet sump, illustrating good condition of the stainless steel grates and adjacent concrete surfaces.



- I-50 Close-up view of sealant near the sump, illustrating disbonding of the sealant.



- I-51 View of the wall in the sump, illustrating good condition of the concrete surfaces.



- I-52 View of the inlet/outlet and drain valves, illustrating moderate to severe corrosion on the valves, pipes, and actuators.



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APPENDIX G

GAGE RESERVOIR INSPECTION REPORT

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CORROSION REPORT

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Reservoir

STRUCTURE: 2.0 MG Welded Steel Water Storage Reservoir
(Gage Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

INVESTIGATED BY: Andre Harper, Project Engineer

DATE: June 2017

I. GENERAL INFORMATION

A. Construction and Maintenance Details

Structure is a welded steel water storage reservoir located in Montebello, California, and is designated as the Gage Reservoir. The reservoir was constructed in 1972 by Pittsburgh-Des Moines Steel Company. The shell consists of six courses with a total height of approximately 48 feet and a diameter of 87 feet. The reservoir has a cone roof supported by a center column, with rafters extending from the center support to a row of girders with six support columns, and from the girders to the shell. Access to the roof is via interior and exterior ladders equipped with fall prevention rails.

B. Site Conditions

The reservoir is on a paved site enclosed by a chain link fence. Access to the site is off a paved public thoroughfare. There is adequate space for large equipment around the reservoir. No difficulty is anticipated for Contractor mobilization, assuming use of normal portable air compressor and related equipment.

There are businesses nearby which could be adversely affected by dust and contamination associated with abrasive blast cleaning and painting operations. Accordingly, extreme caution must be exercised during all cleaning and painting operations.

C. Existing Coating and Paint Systems

1. The field investigation and file data indicate the coating and paint to be the following:
 - a. Exterior Surfaces – An alkyd paint system is present on all exterior surfaces.
 - b. Interior Surfaces – The roof plates, structural members, and upper four shell courses are coated with an epoxy coating system. The lower two shell courses and all bottom surfaces are coated with coal tar enamel.

D. Cathodic Protection System

A galvanic cathodic protection system is currently installed in the reservoir. There is no indication of a subgrade system for the underside of the bottom of the reservoir.

E. Title 22 Heavy Metal Analyses

Samples of interior coatings and exterior paints were removed during the evaluation for analyses for the presence of heavy metals, specifically lead, zinc, and chromium compounds. Testing was accomplished by an approved Department of Health Services laboratory.

F. Contract Information

Harper & Associates Engineering, Inc. was retained by the Company to accomplish field investigation of three reservoirs and two hydropneumatic tanks to observe interior and exterior surfaces and conditions, with photographs taken to record conditions. This report has been prepared with remedial repair/recoating/repainting recommendations and cost estimates for accomplishing the work.

This Corrosion Report is prepared solely on the basis of noted field investigation. Conclusions and recommendations are strictly those determined by Consultant to be consistent with the best and most experienced practice within the corrosion engineering profession.

II. INVESTIGATION

A. Investigation was accomplished as follows:

1. Exterior Surfaces
 - a. Investigation of roof surfaces and appurtenances on the roof was accomplished by traversing the roof.
 - b. Investigation of the lower shell course and accessible appurtenances was accomplished by traversing the perimeter of the reservoir from ground level, examining areas within reach.
 - c. Investigation of the shell and appurtenances above the lower course was accomplished by climbing the ladder and by traversing the perimeter of

the reservoir from ground level, observing and noting appearance of inaccessible areas.

- d. Various chipping tools were employed to examine typical areas of defective paint and corrosion within reach.
- e. Photographs were taken of typical and specific areas to illustrate condition of surfaces.

2. Interior Surfaces

- a. Underside of the roof and shell surfaces above the top capacity level were inspected via inflatable raft, traversing the entire perimeter of the reservoir, and systematically traversing all structural elements and the roof.
- b. Vertical surfaces below the water level were investigated by diving the reservoir and traversing the bottom and perimeter of the reservoir.
- c. Light was supplied via high intensity portable light and natural light from the roof hatch and center vent.
- d. Various chipping tools were employed to examine typical areas of defective coating and corrosion within reach.
- e. Photographs were taken of typical and specific areas to illustrate condition of surfaces.

III. OBSERVATIONS

A. Based upon the above reported investigation, the following observations were noted:

1. Exterior Surfaces

a. Roof and Appurtenances

- 1) The paint system is in generally good condition with moderate to severe oxidation and fading present. (Photos E-2 through E-11)
- 2) Moderate to severe corrosion is present on the screening, cover support brackets, and neck of the center vent. (Photo E-4)
- 3) Minor delamination is present along the perimeter of the roof where previous ponding has occurred. (Photo E-6)
- 4) Moderate to severe corrosion is present at the circumference of a roof access port and the upper edges of the cathodic protection (CP) handholes. (Photos E-7 and E-8)
- 5) An adhesion test was accomplished randomly on the roof. (Photo

E-9)

- 6) Minor to moderate corrosion is present along the upper and lower edges of the roof hatch curb. (Photos E-10 and E-11)

b. Shell and Appurtenances

- 1) The paint system is in generally good condition with moderate to severe oxidation and fading present. (Photos E-1 and E-12 through E-28)
- 2) Minor corrosion is present on the compression flange and pipe below the flange on the overflow pipe. (Photo E-17)
- 3) Random mechanical damage with corrosion is present on the lower shell course, inlet/outlet piping, and manhole. (Photos E-20 and E-23 through E-25)
- 4) Moderate corrosion is present along the bottom plate extension (BPE). (Photo E-27)
- 5) Minor delamination is present on the overflow drain cover. (Photo E-28)

2. Interior Surfaces

a. Underside of Roof and Structural Members

- 1) The coating system on the roof and structural members is in generally fair condition with random minor to moderate general corrosion present. (Photos I-1 through I-12)
- 2) Minor to moderate general corrosion is present randomly on the roof plates and structural members. (Photos I-1 through I-9)
- 3) Corrosion and rust scale are present along the lower rafter flanges and rafter ends above the center support plate. (Photo I-3)
- 4) Isolated areas of moderate to severe general corrosion are present at the column to girder connections and roof to shell transition. (Photos I-10 through I-12)

b. Shell and Appurtenances

- 1) The coating system on the shell and appurtenances is in overall good condition with random general corrosion above the waterline and isolated areas of blistering and delamination below the waterline. (Photos I-12 through I-34)

- 2) General corrosion is present randomly above the waterline. (Photos I-12 through I-15)
 - 3) Isolated areas of blistering and delamination are present on the ladder and shell. (Photos I-21 and I-25 through I-27)
 - 4) Delamination and calcareous deposits are present at the circumference of the manhole cover and irregular surfaces of the davit arm. (Photos I-31 and I-32)
- c. Bottom and Column Bases
- 1) The coating system on the column bases and bottom surfaces is in overall good condition where it could be seen through the heavy sediment and in random areas where the sediment was brushed away to examine the coating system. (Photos I-33, I-34, and I-37 through I-41)
 - 2) The CP anodes exhibit minor to moderate deterioration. (Photo I-42)
3. Safety, Health, and Code Features
- a. The handrailing assembly is insufficient.
 - b. No self-closing gate is present at the termination of the ladder onto the roof.
 - c. The roof hatch is undersized.
 - d. Only one roof hatch is present.
 - e. Only one manhole is present in the shell.
 - f. The safety climb rail on the exterior ladder is damaged and not working properly.
 - g. The center vent screening is severely corroded.
 - h. A personal fall restraint system for accessing the roof areas outside of the handrail enclosure is not present.

IV. CONCLUSIONS

- A. Based on the above noted observations, the following conclusions are drawn:

1. Exterior Surfaces
 - a. Roof and Appurtenances

- 1) The paint system on the roof is in generally good condition.
- 2) Oxidation (chalking) and fading is normal for an alkyd paint system of this age.
- 3) Corrosion at the screening, cover support brackets, and neck of the center vent is typical, as the moist warm air constantly exhausting from the vents creates a more corrosive environment in these localized areas. However, it appears the corrosion may have been accelerated in this area due to high concentrations of chlorine in the vapor zone. This problem is discussed in further detail below in the interior roof conclusions.
- 4) Staining and delamination along the edge of the roof is due to the original construction of the reservoir, as the roof was not designed with sufficient slope to properly run the water off the roof plates.
- 5) Moderate to severe corrosion at the circumference of a roof access port and the upper edges of the CP handholes is typically due to not properly painting these irregular surfaces by brush applying the paint to achieve the specified mil thickness.
- 6) Adhesion testing was accomplished randomly on a roof plate per ASTM D3359 Option A, illustrating good adhesion of the paint system.
- 7) Minor corrosion along the top edge of the roof hatch curb is typically due to damage that occurs from opening and closing the hatch cover. Corrosion along the bottom edge of the hatch curb is typically due to the applicators not taking the time to properly coat the irregular surface by brush applying the coating between spray coats.

b. Shell and Appurtenances

- 1) The condition of the paint system on the shell must be rated as good.
- 2) Oxidation (chalking) and fading is normal for an alkyd paint system of this age.
- 3) Minor corrosion on the compression flange and lower portion of the overflow pipe appears to be due to a combination of installing the compression flange and damage caused by personnel working on and/or around the piping.
- 4) Random mechanical damage on the shell is typically the result of vandals throwing objects against the reservoir or personnel working around the reservoir.

- 5) Moderate to severe corrosion along the edge of the BPE is due to not properly painting the edge of the plate and not applying a sealant along the void between the BPE and concrete ringwall.
- 6) Minor delamination on the overflow drain cover is likely due to mechanical damage as it is near ground level and not protected.

2. Interior Surfaces

a. Underside of Roof and Structural Members

- 1) The coating system on the roof and structural members is in generally fair condition; however, minor to moderate general corrosion is being exhibited in random areas.
- 2) The amount of general corrosion on the roof and structural members appears to have been accelerated in areas due to high chlorine vapor. The random nature of the general corrosion is due to airflow within the reservoir and, as can be seen in the photographs, the worst areas are typically at roof venting where the chlorine vapor exits the reservoir. All reservoirs HAE investigates have varying concentrations of chlorine vapor in the vapor zone. However, as noted above, the concentration of chlorine in the vapor zone of this reservoir appears to be higher than is typically observed. It has been HAE's experience that there is a direct correlation between the higher levels of chlorine vapor and the amount of general corrosion on the surfaces above the immersion zone.
- 3) Corrosion and rust scale on the rafter flanges and ends at the center support plate are the result of poor application techniques, as the configuration of these members requires due diligence on the part of the applicator and chlorine vapor accelerates the corrosion.

b. Shell and Appurtenances

- 1) The coating system on the shell is in overall good condition with the exception of random general corrosion above the waterline and random blistering and delamination on the lower two shell courses.
- 2) General corrosion above the waterline is due to the reasons noted above in 2. a. 2).
- 3) The isolated areas of blistering on the lower shell courses (coal tar enamel coating) are typically due to a combination of applying the coating too thin and possibly contamination on the surfaces before applying the coating.

- 4) Random delamination on the lower shell courses and manhole appears to be due to blisters that have popped and exposed the substrate, resulting in the calcareous deposits forming at these sites due to the CP system protecting the substrate.
- c. Bottom and Column Bases
 - 1) The condition of the coating system on the column bases and bottom surfaces must be rated as good where it could be observed through the sediment, as no damage to the coating system was noted.
 - 2) The moderately deteriorated CP anodes will need to be replaced at some point, but appear to be functioning as intended, as very little corrosion was noted in the immersed surfaces of the reservoir.
- 3. Safety, Health, and Code Features
 - a. Lack of proper handrailing around the roof hatch/work area is in violation of Cal/OSHA Regulations.
 - b. Lack of a self-closing gate at the termination of the ladder at roof level is in violation of Cal/OSHA Regulations.
 - c. The roof hatch and ladder layout do not provide the 30-inch minimum head clearance Cal/OSHA requires.
 - d. A single roof hatch is not in accordance with AWWA D100 Standard.
 - e. A single manhole is not in accordance with AWWA D100 Standard.
 - f. A damaged fall prevention device on the exterior ladder is in violation of Cal/OSHA Regulations.
 - g. Rusting, clogged, or torn screening on vents is in violation of health and sanitation regulations and vents must include fine mesh and coarse mesh screen, as per health and sanitation regulations.
 - h. Lack of a fall restraint system for accessing the roof areas outside the handrail enclosure is in violation of Cal/OSHA Regulations.

V. LABORATORY TESTING OF COATING AND PAINT

- A. Samples of the interior coating and exterior paint were removed during the field investigation. The samples were forwarded to a testing laboratory for analysis. The report for the samples was prepared on the basis of lead, zinc, and chromium concentrations. The test results are included in this comprehensive report and listed as follows.

1. Exterior roof – Lead at 17,400 PPM is above the maximum allowable concentration of 1,000 PPM. Zinc at 10,600 PPM is above the maximum allowable concentration of 5,000 PPM. Chromium compounds at 8,930 PPM are above the maximum allowable concentration of 2,500 PPM.
 2. Exterior shell – Lead at 22,300 PPM is above the maximum allowable concentration of 1,000 PPM. Zinc at 11,600 PPM is above the maximum allowable concentration of 5,000 PPM. Chromium compounds at 10,340 PPM are above the maximum allowable concentration of 2,500 PPM.
 3. Interior roof – Lead at 26.7 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 441 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 869 PPM are below the maximum allowable concentration of 2,500 PPM.
 4. Interior rafter – Lead at 17.5 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 705 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 410 PPM are below the maximum allowable concentration of 2,500 PPM.
 5. Interior shell – Lead at 6.3 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 1,640 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 10.9 PPM are below the maximum allowable concentration of 2,500 PPM.
 6. Interior bottom – Lead at 3.0 PPM is below the maximum allowable concentration of 1,000 PPM. Zinc at 8.9 PPM is below the maximum allowable concentration of 5,000 PPM. Chromium compounds at 5.8 PPM are below the maximum allowable concentration of 2,500 PPM.
- B. The levels of lead, zinc and chromium on the exterior roof and shell are above the maximum allowable concentration. Therefore, removal operations on the exterior surfaces need to be classified as a hazardous materials/waste project.
- C. When the levels of lead, zinc, and chromium are below the Title 22 allowable action levels but are still present in some quantity, it should be recognized that Cal/OSHA does not specify specific action levels and similar regulatory criteria varies for mandated action levels. Accordingly, this consulting firm recommends the following be initiated for any recoating operations where heavy metal content is found to be positive:
1. At the beginning of work in a lead, zinc, or chromium laden space, air within the work space must be tested by a Certified Industrial Hygienist (CIH) to determine concentrations of heavy metals. CIH will then designate the degree of worker protection required for the work within the specific space.
 2. Additionally, it is requested this report be circulated through the Owner's safety and environmental group to determine that no conflict exists between their requirements for working with heavy metals and that noted within this report. If conflict exists, it is incumbent for the Owner to make the final decision as to the

ultimate requirements for working with and disposing of hazardous wastes generated by the project.

- D. The process for working with heavy metal based coatings and paints and for final determination of spent abrasive as hazardous waste is as follows:
1. All personnel working on and around site must strictly adhere to Cal/OSHA and NIOSH regulations for working with lead paints. Regulations include personnel biological testing and monitoring of worker's air and air in vicinity of site. Inclusively, regulations outlined in 29 CFR Part 1926 must be strictly adhered to.
 2. Coatings and paints must be removed by vacuum blasting, or by conventional methods with total containment of tank, or by grit blasting with total containment and recovery of abrasive, or partial containment in areas where blast cleaning is being accomplished.
 - a. The tank interior provides a containment environment for removal of interior coatings; hence, these coatings can be removed by conventional methods. However, worker protection must be in strict compliance with the dictates of the CIH's report as noted above. Also, no coating must be allowed to fall onto the exterior soil, or dust be emitted into the outside atmosphere. Accordingly, all dust, removed coating particles, and other particulate matter from interior abrasive blast cleaning must be contained.
 - b. If heavy metals are present in non-confined spaces, it is incumbent upon the contractor to utilize coating removal equipment which confines the removed coating and any abrasive used during the removal process. If the contractor covers the non-confined space to render it a confined space, all costs associated with this changed job site condition must be borne by the contractor as no additional funds will be expended by the Owner for such changed job site conditions, as the cost was included in the contractor's lump sum bid.
- E. Upon completion of coating and paint removal from tank surfaces, a representative sample of the spent abrasive, with the removed coating and paint particles within the abrasive, is taken and sent to an approved testing laboratory for testing under Land Ban requirements.
- F. If tests indicate the spent abrasive with removed coating and paint particles is not hazardous, wastes can be disposed of in a local Class III or unclassified dump, regardless of the presence of heavy metal coating or paint particles. However, the local agency which has jurisdiction over the dumpsite may require further testing to ensure the waste does not violate any of their local regulations. This could result in the waste being classified as a Designated Waste, which requires disposal at a Class II dumpsite.
- G. If tests still indicate excessive levels of lead or chromium compounds, spent abrasive must be placed in approved containers, removed to an approved Class I dumpsite via a licensed hazardous waste transporter, and disposed of in strict conformance to Land Ban regulations. Incineration or encapsulation in concrete or other binder-type materials are

also acceptable methods of disposal and do not result in a "cradle to grave" responsibility for the generator as does the landfill disposal method.

- H. PLEASE REMEMBER: THE OWNER OF THE TANK IS ALWAYS THE GENERATOR OF THE HAZARDOUS WASTE!!!!!!!!!!!! This liability cannot be transferred to any other party involved in the project, regardless of the contract provisions or specification requirements. The Owner can meet its responsibility to properly and legally handle and dispose of the toxic or hazardous wastes generated by the surface preparation requirements of a project by including this work as part of the work to be accomplished by the Contractor on the project. This work includes, but is not limited to, the following:

1. Obtaining all permits and EPA numbers, for Owner
2. Processing all related project paperwork
3. Blood testing of all involved personnel
4. Sampling and testing of waste as required
5. Bulking, packaging, and storing waste at job site
6. Using licensed hazardous waste transporters to deliver the hazardous wastes to their ultimate legal disposal site

VI. RECOMMENDATIONS

- A. Based on the above noted observations and conclusions, the following recommendations are offered:

- I. Exterior Surfaces
 - a. The paint system on the exterior surfaces is in overall good condition; therefore, no exterior painting work is recommended at this time. If the Company would like to improve the aesthetics of the reservoir, the exterior surfaces could be power washed to remove the oxidation and somewhat restore the gloss finish.
 - b. Due to the poor condition of the coating at the center vent, roof hatch curb, and miscellaneous penetrations on the roof, it is recommended that the interior and exterior of these penetrations be coated when the interior of the reservoir is recoated. Also, any structural damage caused by new appurtenances will need to be repaired.
2. Interior Surfaces
 - a. The coating system on the interior surfaces is in generally fair to good condition but is showing signs of premature deterioration and metal loss in isolated areas. Due to the apparent age of the coating system, isolated areas of severe corrosion, and probability that these areas will get worse,

HAE recommends that all interior surfaces be abrasive blast cleaned to Near White Metal (SSPC-SP10) and a zinc/epoxy coating system be applied to a minimum total dry film thickness of 15 mils on all surfaces.

- b. HAE is recommending that a zinc/epoxy coating be applied due to the premature deterioration of the standard epoxy coating in the presence of high chlorine vapor. The zinc prime coat provides cathodic protection and extends the life of the coating.
- c. If the above recommended work cannot be accomplished in the next two to three years, it is recommended the reservoir be inspected again to assess the condition of the structural connections and rafter flanges to determine the rate of metal loss and prevent the possibility of postponing the rehabilitation to a point where structural repairs may be necessary.

3. Safety, Health, and Code Features

- a. Handrailing meeting Cal/OSHA Regulations must be installed.
- b. A self-closing gate meeting Cal/OSHA Regulations must be installed at the termination of the ladder at roof level.
- c. A 36-inch by 36-inch roof hatch meeting Cal/OSHA Regulations should be installed.
- d. A second roof hatch or auxiliary vent should be installed to meet AWWA D100 Standard.
- e. A second manhole or flush-type cleanout should be installed to meet AWWA D100 Standard.
- f. Rusting, fouled, or torn screening on the vent should be replaced with both a fine and coarse mesh.
- g. A personal fall restraint system should be installed to provide access to all areas of the roof.

VII. COST ESTIMATES

- A. Based on current and previous projects of similar scope, preliminary cost estimates for work as noted in RECOMMENDATIONS were calculated by using data from those projects.

1. Exterior Surfaces

- a. Abrasive blast cleaning all exterior surfaces to Near White Metal (SSPC-SP10) and applying an epoxy/urethane paint system to all exterior surfaces would be in the cost range of \$123,500 to \$135,000, based on surfaces being classified as a hazardous materials/waste project and being accomplished when the interior coating work is done. This is not

recommended, but given as a reference.

- b. Painting and coating the exterior and interior of the vent, areas damaged by structural modifications and new appurtenances would be in the cost range of \$20,000 to \$24,000, based on surfaces being classified as a hazardous materials/waste project and work being accomplished when the interior coating work is done.

2. Interior Surfaces

- a. Abrasive blast cleaning all interior coated surfaces and exterior penetrations to Near White Metal (SSPC-SP10) and applying a zinc/epoxy coating system to all surfaces would be in the cost range of \$170,000 to \$235,000, based on surfaces being classified as a non-hazardous materials/waste project.

3. Safety, Health, and Code Features

- a. Installing handrailing to meet Cal/OSHA Regulations would be in the cost range of \$5,800 to \$6,500.
- b. Installing a self-closing gate would be approximately \$2,500.
- c. Installing a 36-inch by 36-inch roof hatch would be approximately \$4,800.
- d. Installing a second roof hatch or auxiliary vent would be approximately \$4,000.
- e. Installing an additional manhole or flush-type cleanout would be in the cost range of \$7,200 to \$9,500.
- f. Replacing the screening on the center vent can be accomplished by Company personnel or would be approximately \$2,000.
- g. Installing a fall restraint cable system would be in the cost range of \$3,200 to \$3,500.

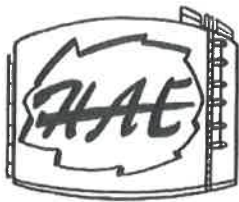
- 4. No cost is projected for quality control inspection of any outside contract work. An estimate can be prepared when final scope of work is determined.

Respectfully submitted,

HARPER & ASSOCIATES ENGINEERING, INC.



Andre Harper
Project Engineer



HARPER & ASSOCIATES ENGINEERING, INC.

CONSULTING ENGINEERS

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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Reservoir

STRUCTURE: Exterior of a 2.0 MG Welded Steel Water Storage Reservoir
(Gage Reservoir)

OWNER: San Gabriel Valley Water Company
(City of Montebello Water Systems)

LOCATION: Montebello, California

PHOTOGRAPHED BY: Andre Harper, Project Engineer

DATE: June 2017

E-1 View of the exterior of the Gage Reservoir, illustrating moderate to severe oxidation and fading and otherwise generally good condition of the paint system.



- E-2 View of the roof, illustrating moderate to severe oxidation and fading and otherwise generally good condition of the paint system.



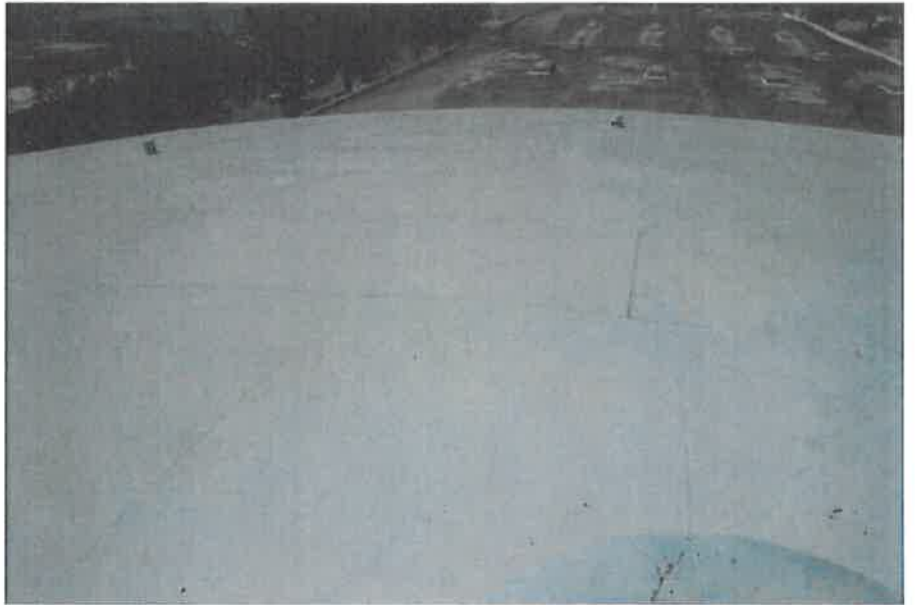
- E-3 View of the center vent, illustrating random corrosion along the bottom edge of the cover and rust scale debris on the adjacent roof surfaces.



- E-4 View of the underside of the vent cover, illustrating moderate to severe corrosion of the screening, cover support brackets, and top edge of the vent neck. Note a bolt to secure the cover to the bracket is missing.



- E-5 View of a portion of the roof, illustrating generally good condition of the paint system.



- E-6 View of the edge of the roof, illustrating previous ponding and delamination of the urethane topcoat.



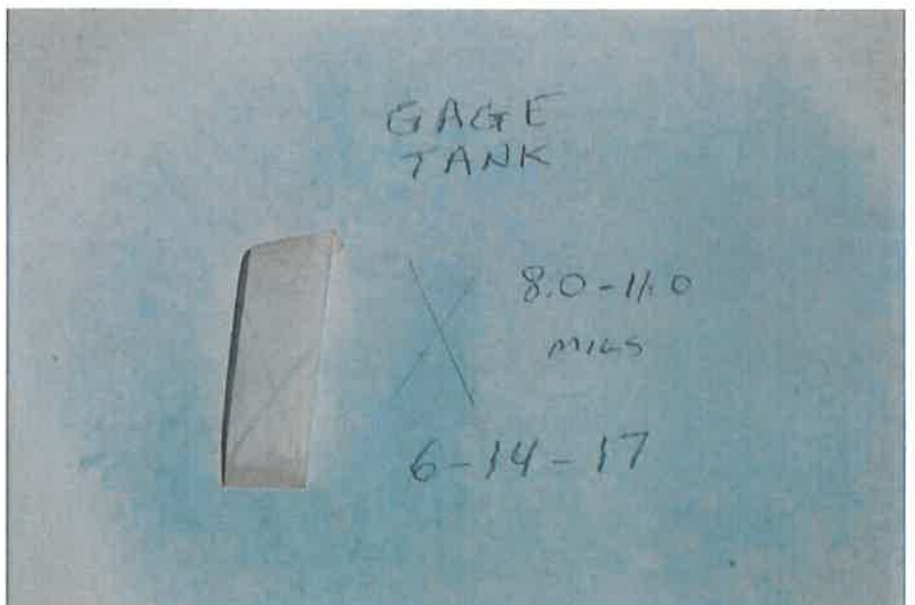
- E-7 View of a roof penetration, illustrating corrosion at the nuts and bolts and perimeter of the cover.



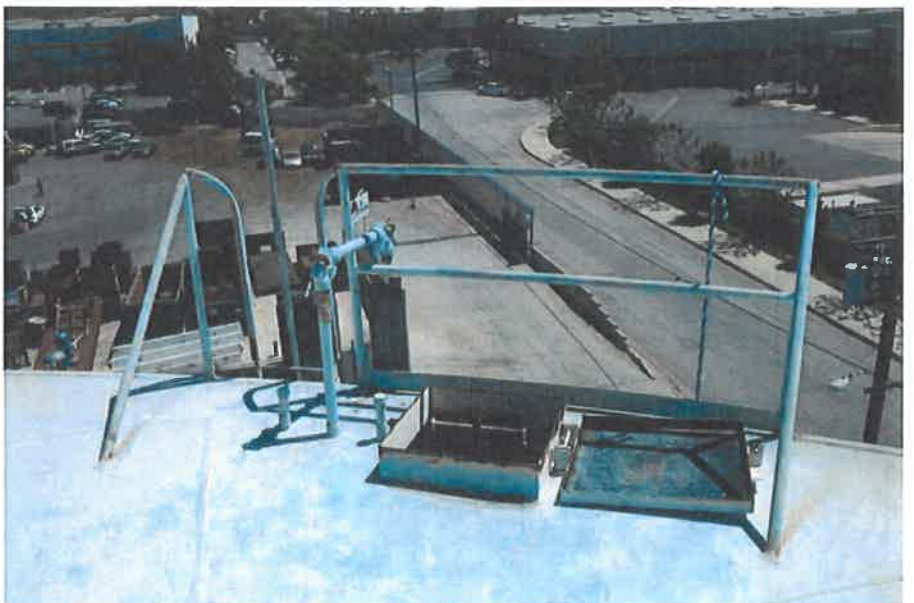
- E-8 View of a cathodic protection handhole pipe, illustrating corrosion on the upper portion of the pipe.



- E-9 View of an adhesion test on the roof, illustrating good adhesion of the paint system.



- E-10 View of the roof hatch/work area, illustrating random spots of corrosion on the handrailing and corrosion along the edges of the hatch curb.



E-11 View of the roof hatch, illustrating corrosion along the top and bottom of the curb.



E-12 View of the upper portion of the ladder and liquid level indicator (LLI) gauge board, illustrating generally good condition of the paint system and aluminum gauge board.



E-13 Same as Photo E-12, except further down the ladder and LLI gauge board.



E-14 Same as Photos E-12 and E-13, except at the bottom of the ladder.



E-15 View of the upper portion of the overflow pipe, illustrating good condition of the paint system.



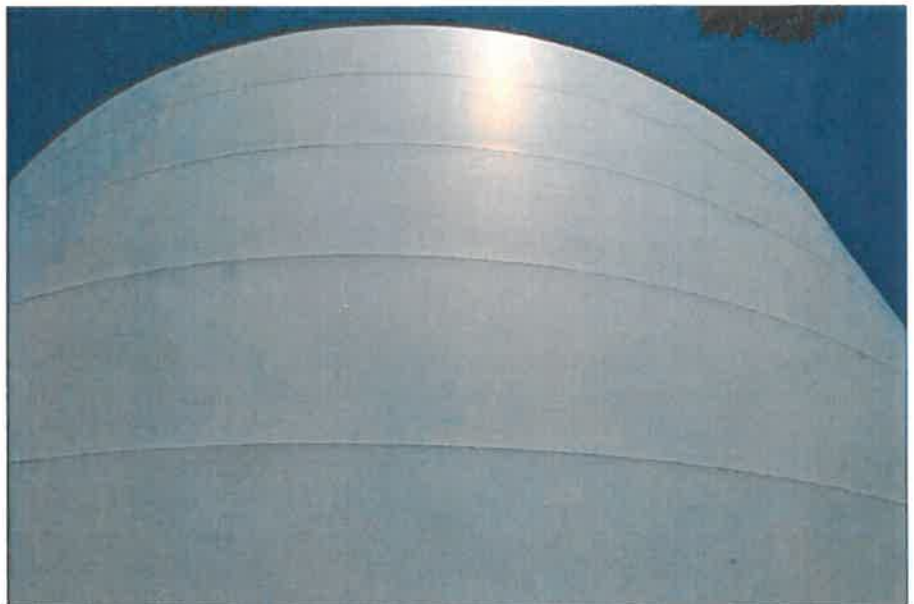
E-16 Same as Photo E-15, except further down the pipe.



- E-17 View of the bottom of the overflow pipe, illustrating corrosion on the compression flange and lower portion of the piping.



- E-18 View of a portion of the shell, illustrating good condition of the paint system.



- E-19 Same as Photo E-18, except a different portion of the shell. Note vertical stain on the shell.



- E-20 View of the shell, illustrating mechanical damage with corrosion present.



- E-21 View of a sample tap, illustrating general corrosion at the pipe coupling and adjacent shell surface.



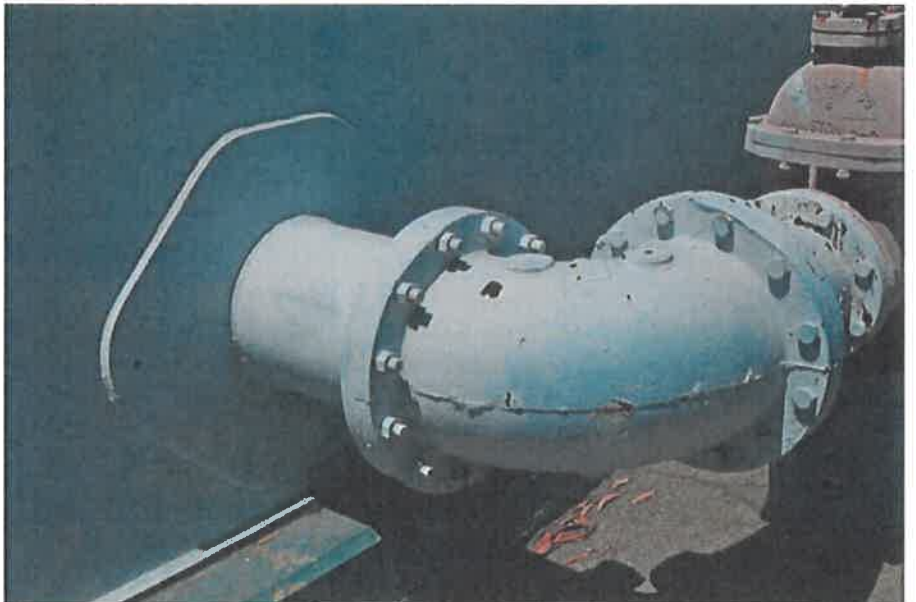
- E-22 View of an inlet/outlet and miscellaneous piping, illustrating good condition of the paint system.



E-23 View of the inlet/outlet piping, illustrating mechanical damage and corrosion on the pipe flanges at the nuts and bolts.



E-24 Same as Photo E-23, except at the elbow entering the reservoir.



E-25 View of the manhole, illustrating corrosion on the cover and monobolt anchor.



E-26 View of the identification (ID) plate, illustrating good condition of the plate.



E-27 View of the bottom plate extension (BPE), illustrating moderate corrosion along the edge of the BPE.



E-28 View of the overflow cover, illustrating delamination of the paint system on the cover.





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PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Reservoir

STRUCTURE: Interior of a 2.0 MG Welded Steel Water Storage Reservoir (Gage Reservoir)

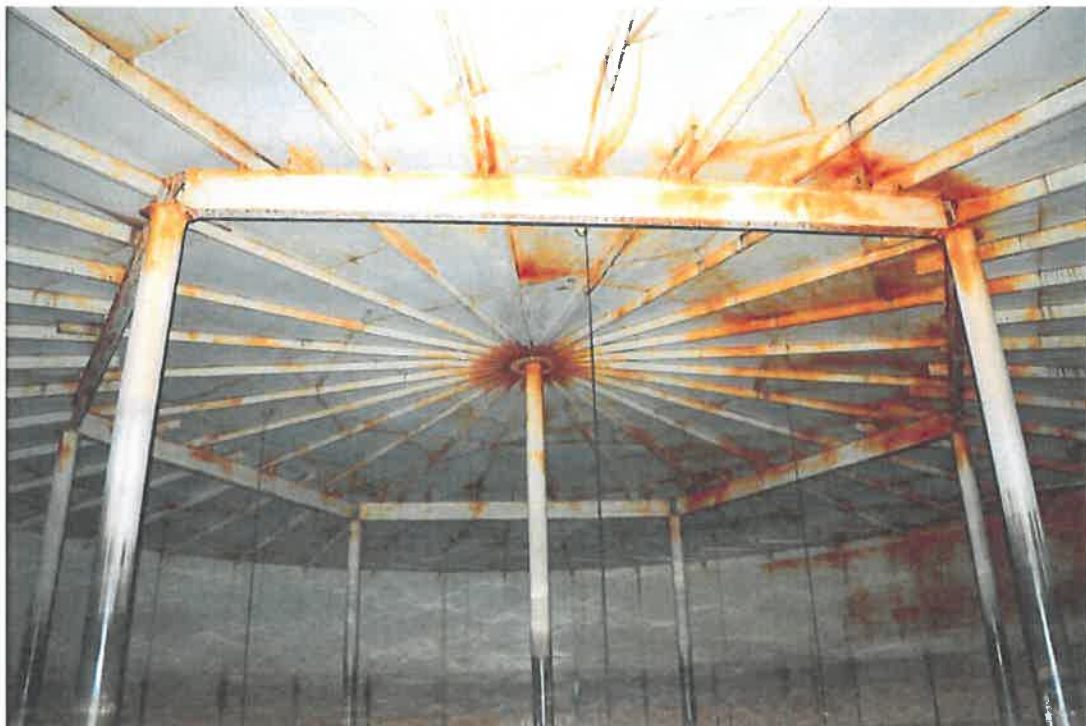
OWNER: San Gabriel Valley Water Company (City of Montebello Water Systems)

LOCATION: Montebello, California

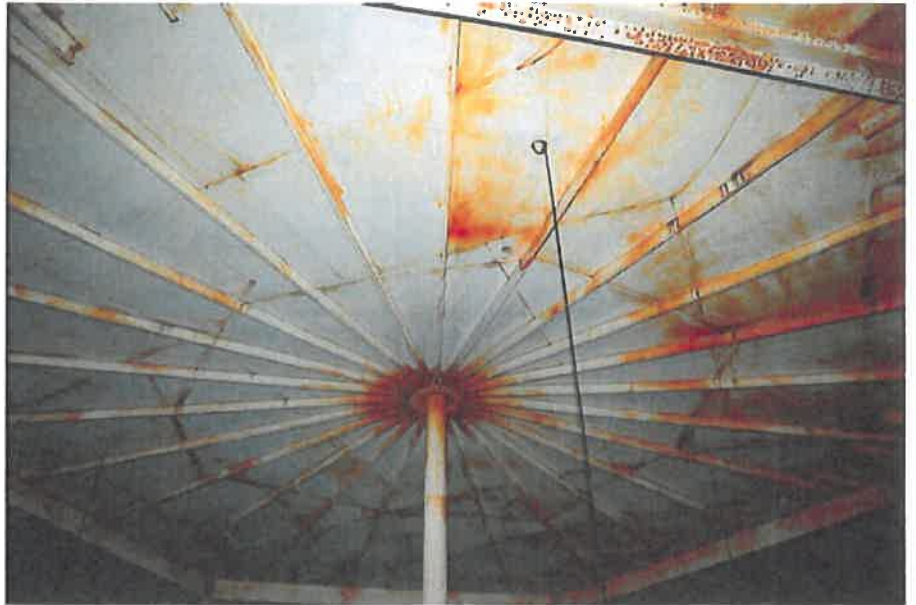
PHOTOGRAPHED BY: Andre Harper, Project Engineer

DATE: June 2017

I-1 View of the interior roof, illustrating random general corrosion on the roof plates and structural members.



- I-2 Same as Photo I-1,
except at the inner bay.



- I-3 View of the center
support plate,
illustrating general
corrosion on the rafters,
support plate, and
column. Note rust scale
along the lower rafter
flanges and rafter ends.



- I-4 View of a portion of the
inner bay, illustrating
random minor to
moderate general
corrosion on the roof
plates and structural
members.



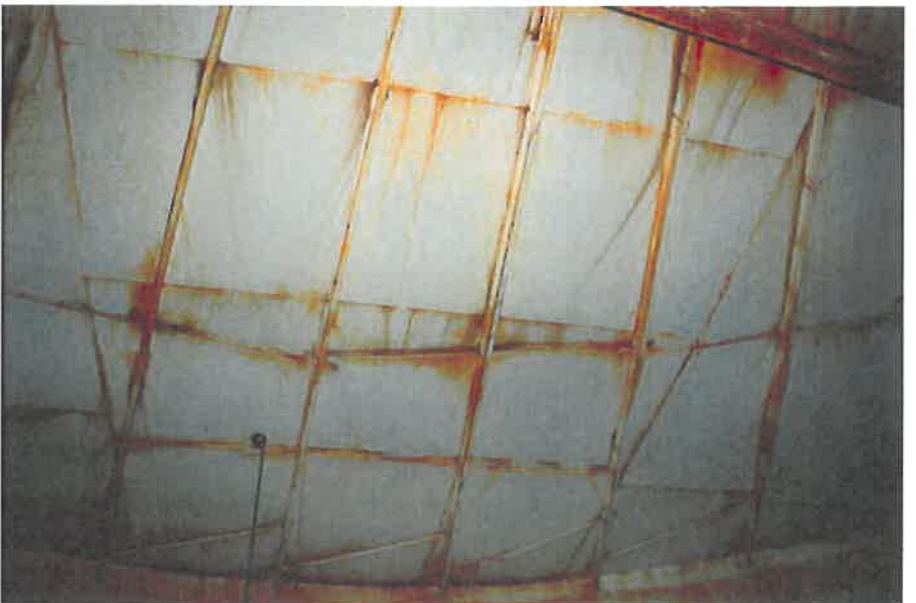
I-5 Same as Photo I-4,
except a different
portion of the inner bay.



I-6 View of a portion of the
outer bay, illustrating
minor to moderate
corrosion along the roof
lap joints and lateral
straps.



I-7 Same as Photo I-6,
except a different
portion of the outer bay.



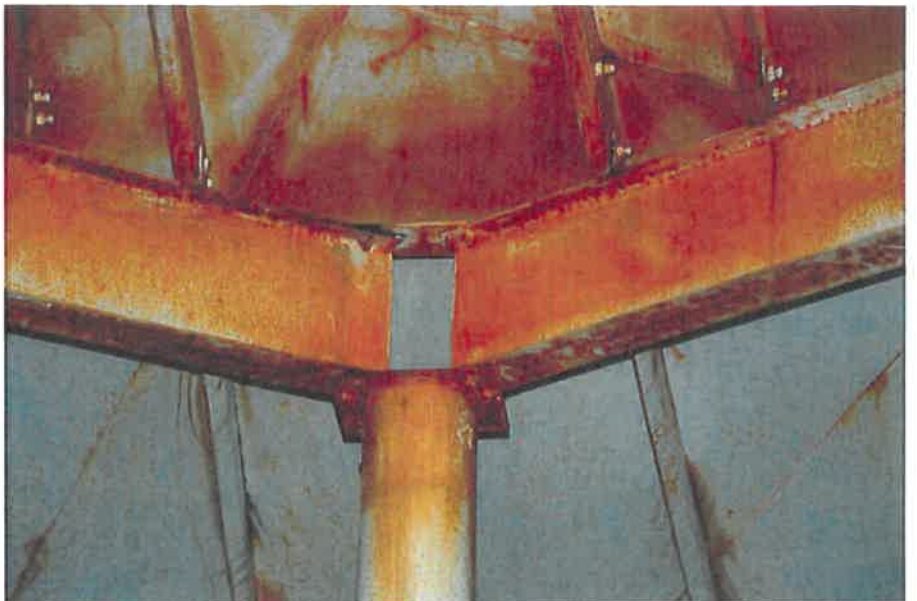
- I-8 View of rafter to girder connections, illustrating random minor to moderate general corrosion on the roof plates and structural members.



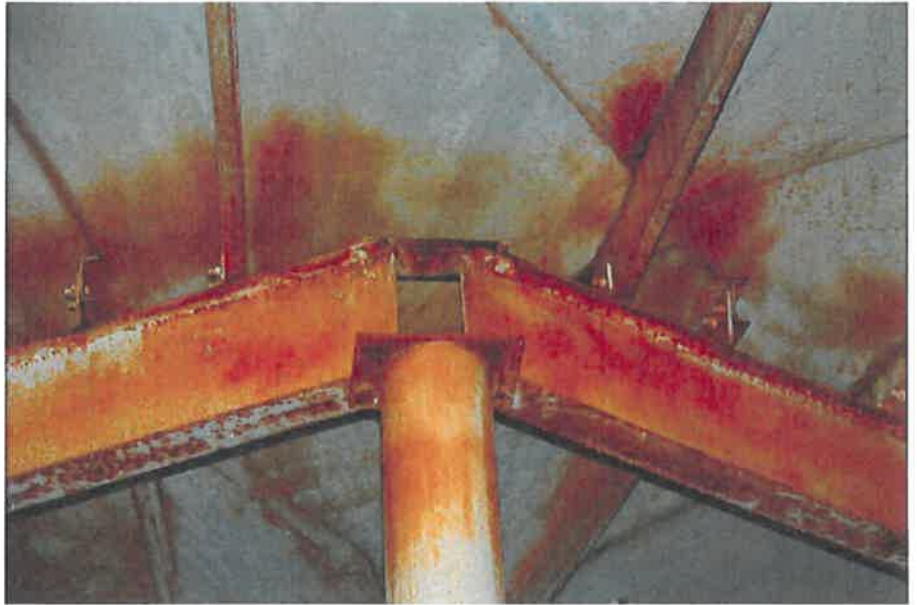
- I-9 Same as Photo I-8, except in a different location.



- I-10 View of a girder to column connection illustrating moderate to severe general corrosion on the column, girders, rafters, and roof plates.



- I-11 Same as Photo I-10, except from the opposite side of a connection.



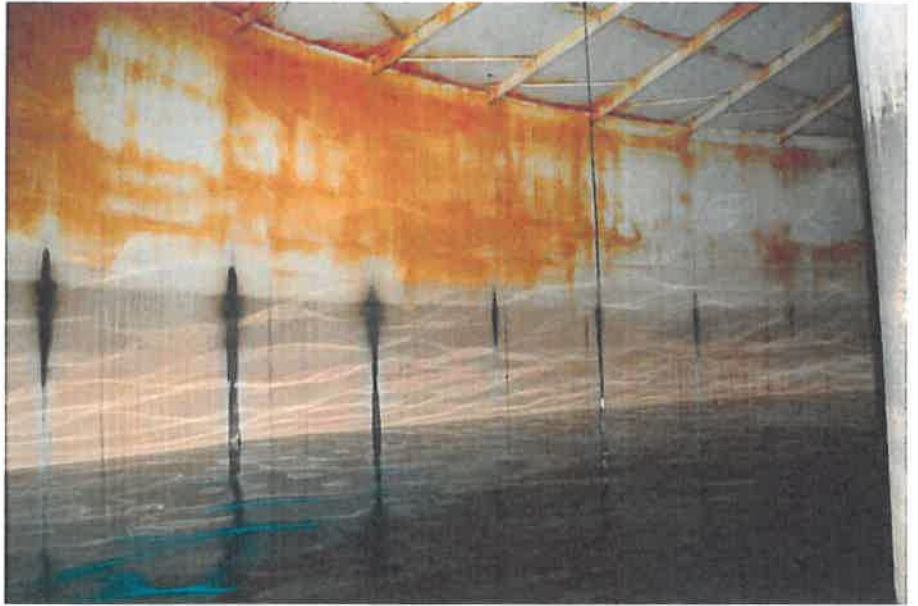
- I-12 View of the roof to shell transition, illustrating moderate to severe general corrosion on the roof plates and shell.



- I-13 View of a portion of the shell, illustrating random general corrosion and staining above the high waterline.



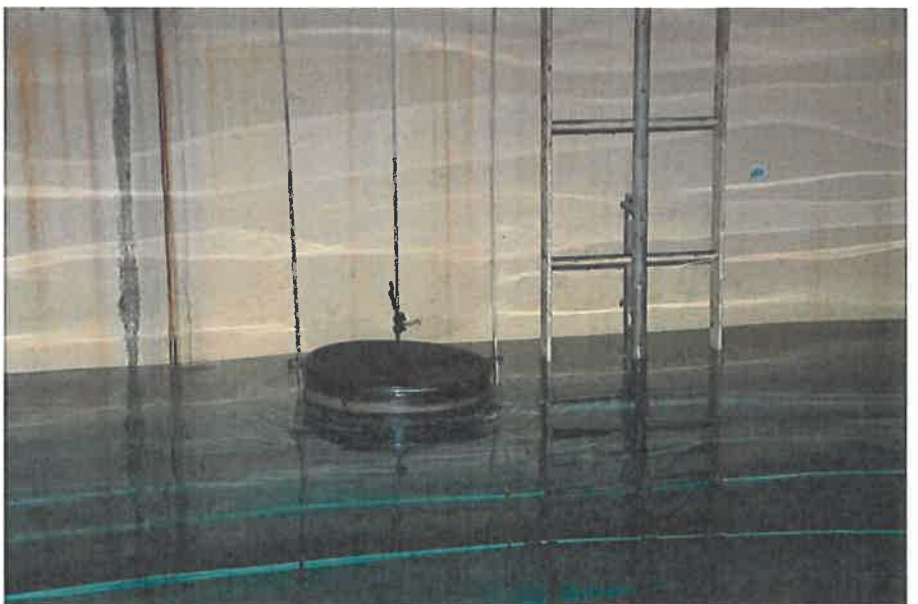
- I-14 Same as Photo I-13, except a different portion of the shell.



- I-15 View of the overflow, illustrating minor corrosion on the overflow pipe and cover.



- I-16 View of the liquid level indicator (LLI) float, illustrating black coating material on the topside of the float and otherwise good condition of the float and guide wires.



- I-17 View of the LLI roof penetrations and roof hatch, illustrating corrosion along the perimeter of the roof hatch and LLI roof penetrations.



- I-18 View of the upper portion of the ladder, illustrating generally good condition of the coating system on the ladder and random general corrosion on the adjacent shell.



- I-19 View of the ladder just below the waterline, illustrating staining on the ladder and adjacent shell and dark brown sediment on the ladder rungs.



- I-20 Same as Photo I-19,
except further down the
ladder.



- I-21 View of the bottom of
the ladder, illustrating
delamination of the
coating system on the
ladder side rails with
calcareous deposits
present.



- I-22 View of the shell at the
coating transition,
illustrating generally
good condition of the
coating systems with
vertical staining
present.



- I-23 Same as Photo I-22,
except in a different
location.



- I-24 View of the shell above
the transition,
illustrating good
condition of the epoxy
coating system with
sediment present.



- I-25 View of the enamel
coating on the second
shell course, illustrating
blistering of the coating
system.



- I-26 Same as Photo I-25,
except in a different
location.



- I-27 View of an inlet/outlet,
illustrating
delaminating coating
below the penetration.



- I-28 View of an inlet/outlet,
illustrating good
condition of the coating
system in this area.



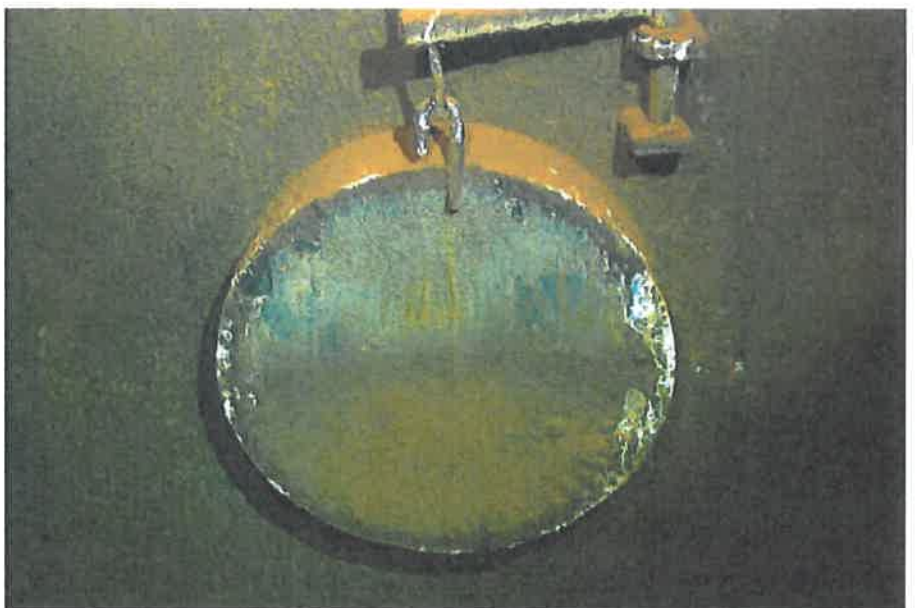
- I-29 View of two sample tap penetrations, illustrating generally good condition of the coating system with calcareous deposits present at the lower penetration.



- I-30 Same as Photo I-29, except in a different location.



- I-31 View of the manhole, illustrating delamination and blistering of the coating system with calcareous deposits present.



- I-32 View of the manhole davit arm, illustrating sediment and calcareous deposits present.



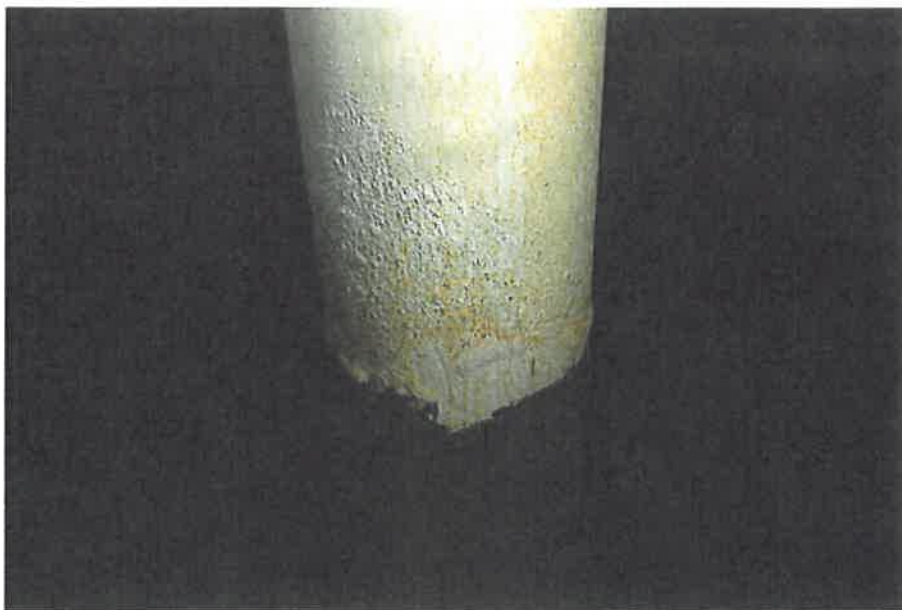
- I-33 View of the shell to bottom transition, illustrating good condition of the coating system on the shell and heavy sediment on the bottom surfaces.



- I-34 Same as Photo I-33, except in a different location.



- I-35 View of a column at the coating transition, illustrating blistering of both coating systems.



- I-36 View of a column, illustrating a popped coating blister with calcareous deposits present.



- I-37 View of a column base, illustrating generally good condition of the coating system on the column and heavy sediment on the bottom surfaces.



- I-38 Same as Photo I-37, except at a different column base. Note coating debris on the bottom surfaces.



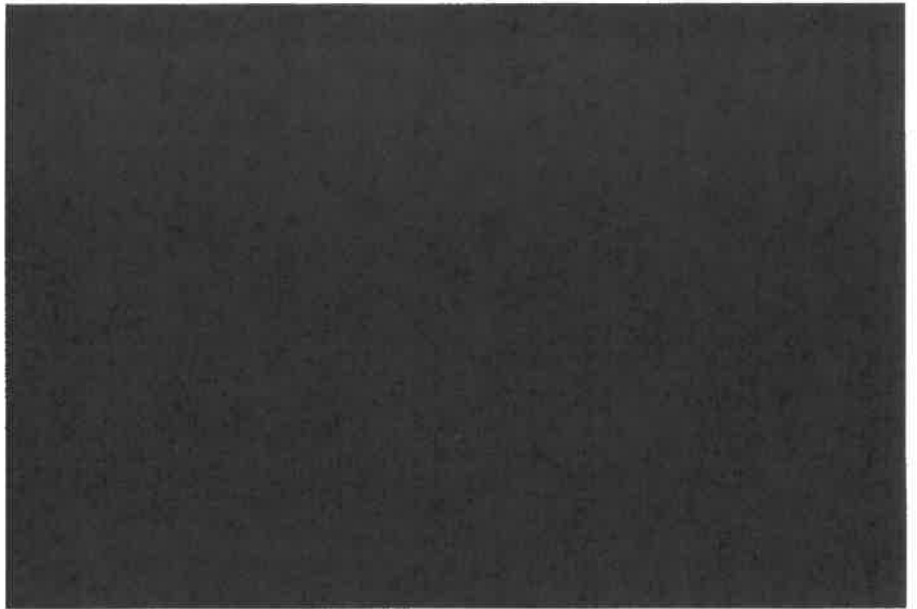
- I-39 View of the bottom, illustrating good condition of the coating system in this area.



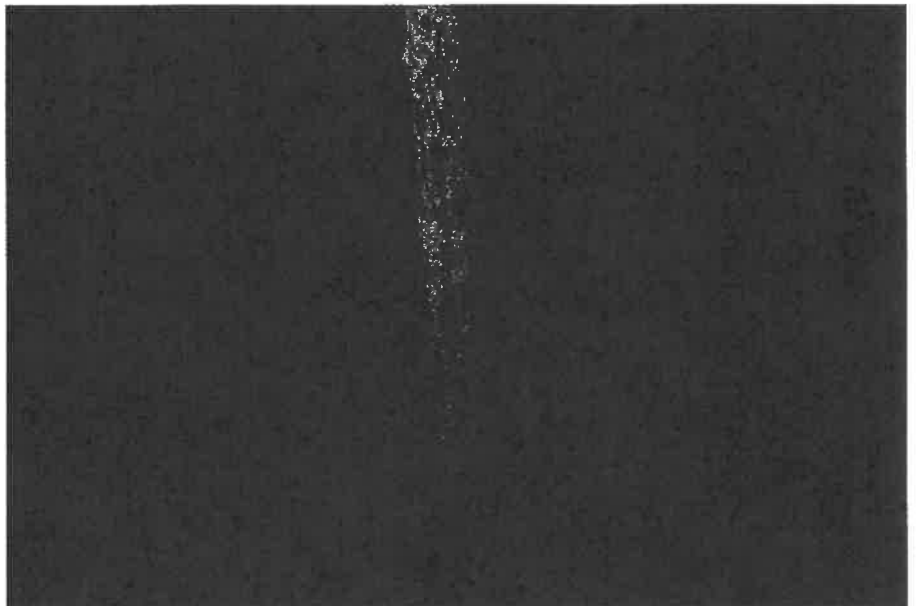
- I-40 Same as Photo I-39, except in a different location.



I-41 Same as Photos I-39
and I-40, except in a
different location.



I-42 View of a cathodic
protection anode,
illustrating minor to
moderate deterioration
of the anode.





A & R Laboratories

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LA City#	10261
ELAP#s	2789
	2790
	2122

CHEMISTRY · MICROBIOLOGY · FOOD SAFETY · MOBILE LABORATORIES
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CERTIFICATE OF ANALYSIS

1706-00192

HARPER & ASSOC. ENGINEERING

KRISTI COX

1240 E. ONTARIO AVE

STE. 102-312

CORONA, CA 92881-8671

Project: SAN GABRIEL VALLEY WATER / GAGE RESERVOIR

Date Reported 06/27/17

Date Received 06/22/17

Invoice No. 79705

Cust # H089

Permit Number

Customer P.O. 2851

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 001 EXTERIOR ROOF					Date & Time Sampled:		06/14/17	@ 9:00
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	8930		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	17400		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	10600		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 002 EXTERIOR SHELL					Date & Time Sampled:		06/14/17	@ 9:00
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	10340		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	22300		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	11600		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 003 INTERIOR ROOF					Date & Time Sampled:		06/14/17	@ 9:15
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	869		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	26.7		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	441		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 004 INTERIOR RAFTER					Date & Time Sampled:		06/14/17	@ 9:15
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	410		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	17.5		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	705		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 005 INTERIOR SHELL					Date & Time Sampled:		06/14/17	@ 9:30
Sample Matrix: Other								
[Metals]								



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Date Reported 06/27/17

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Invoice No. 79705

Cust # H089

Permit Number

Customer P.O. 2851

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 005 INTERIOR SHELL					Date & Time Sampled:		06/14/17	@ 9:30
Sample Matrix: Other								
.....continued								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	10.9		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	6.3		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	1640		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ
Sample: 006 INTERIOR BOTTOM					Date & Time Sampled:		06/14/17	@ 9:30
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		06/26/17	KZ
Chromium	5.8		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Lead	3.0		mg/Kg	EPA 6010B	1.0	0.500	06/26/17	KZ
Zinc	8.9		mg/Kg	EPA 6010B	1.0	5.00	06/26/17	KZ

Respectfully Submitted:

Ken Zheng - Lab Director

QUALIFIERS

B = Detected in the associated Method Blank at a concentration above the routine RL.

B1 = BOD dilution water is over specifications. The reported result may be biased high.

D = Surrogate recoveries are not calculated due to sample dilution.

E = Estimated value; Value exceeds calibration level of instrument.

H = Analyte was prepared and/or analyzed outside of the analytical method holding time

I = Matrix Interference.

J = Analyte concentration detected between RL and MDL.

Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.

S = Customer provided specification limit exceeded.

ABBREVIATIONS

DF = Dilution Factor

RL = Reporting Limit, Adjusted by DF

MDL = Method Detection Limit, Adjusted by DF

Qual = Qualifier

Tech = Technician

As regulatory limits change frequently, A & R Laboratories advises the recipient of this report to confirm such limits with the appropriate federal, state, or local authorities before acting in reliance on the regulatory limits provided.

For any feedback concerning our services, please contact Jenny Jiang, Project Manager at 951.779.0310. You may also contact Ken Zheng, President at office@arlaboratories.com.

APPENDIX H

SAN GABRIEL MAINTENANCE ACTIVITIES

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O&M Billings to City of Montebello Years 2013-Novmember 2019 (Not including monthly flat fees of \$39,422.25/month)

Year	Job & Part#	Job Location	Job Description	Total
2013	8284M-1	1553 BLUFF ROAD, MONTEBELLO	REPLACE 1" PLASTIC SERVICE WITH 1" COPPER S	1,725.26
			TRANSPORTATION OH	135.52
			ADMINISTRATIVE OH	186.08
		1553 BLUFF ROAD, MONTEBELLO Total		2,046.86
	8285M-1	1555 GREENWOOD AVE., MONTEBELLO	EMERGENCY REPAIR OF 2" PLASTIC SERVICE LINE	14,232.27
			TRANSPORTATION OH	104.28
			ADMINISTRATIVE OH	1,454.62
		1555 GREENWOOD AVE., MONTEBELLO Total		15,791.17
	8285M-2	SOUTH WATER SYSTEM	ABANDON 2" GALVANIZED SERVICE LINE	10,602.24
			TRANSPORTATION OH	104.28
			ADMINISTRATIVE OH	1,091.60
		SOUTH WATER SYSTEM Total		11,798.12
	8309M-1	1508 VIA PALERMO, MONTEBELLO	REPAIR 1" PLASTIC SERVICE	1,311.03
			TRANSPORTATION OH	74.15
			ADMINISTRATIVE OH	138.52
		1508 VIA PALERMO, MONTEBELLO Total		1,523.70
	8310M-1	2839 TANAGER AVE., COMMERCE	REPAIR 1 - 2" SERVICE	1,230.19
			TRANSPORTATION OH	58.33
			ADMINISTRATIVE OH	128.84
		2839 TANAGER AVE., COMMERCE Total		1,417.36
	8310M-2	2839 TANAGER AVE., COMMERCE	REPAIR 1 - 8" FIRE SERVICE METER	870.74
			TRANSPORTATION OH	85.10
			ADMINISTRATIVE OH	95.58
		2839 TANAGER AVE., COMMERCE Total		1,051.42
	8311M-1	8133 SLAUSON AVE., MONTEBELLO	EMERGENCY REPAIR TO 1 - 3" SERVICE	2,361.49
			TRANSPORTATION OH	170.72
			ADMINISTRATIVE OH	253.22
		8133 SLAUSON AVE., MONTEBELLO Total		2,785.43
2013 Total				36,414.06
2014	8314M-1	7810 TELEGRAPH RD. E/SLAUSON AVE., MONTEBELLO	REPLACE 1 - 1" METER	917.47
			TRANSPORTATION OH	17.23
			ADMINISTRATIVE OH	93.46
		7810 TELEGRAPH RD. E/SLAUSON AVE., MONTEBELLO Total		1,028.16
	8317M-1	1051 UNION AVE., MONTEBELLO	REPLACE 1 - 3" METER	2,792.68
			TRANSPORTATION OH	183.04
			ADMINISTRATIVE OH	297.58
		1051 UNION AVE., MONTEBELLO Total		3,273.30
	8330M-1	1745 CHAPIN RD N/SLAUSON AVE., MONTEBELLO	REPAIR 8" MAIN	2,176.30
			TRANSPORTATION OH	168.12
			ADMINISTRATIVE OH	234.44
		1745 CHAPIN RD N/SLAUSON AVE., MONTEBELLO Total		2,578.86
	8357M-1	7101 TELEGRAPH RD., CITY OF MONTEBELLO	REPLACE 6" SHEARED FIRE HYDRANT	2,700.08
			TRANSPORTATION OH	132.37
			ADMINISTRATIVE OH	283.24
		7101 TELEGRAPH RD., CITY OF MONTEBELLO Total		3,115.69
	8359M-1	1620 S MAPLE STREET, CITY OF EL MONTE	REPAIR 1 - 6" SHEARED FIRE HYDRANT	502.08
			TRANSPORTATION OH	66.64
			ADMINISTRATIVE OH	56.88
		1620 S MAPLE STREET, CITY OF EL MONTE Total		625.60
	8369M-1	1600 W BEVERLY BLVD., MONTEBELLO	PRINTING AND POSTAGE FOR MONTEBELLO RAT	1,419.59
			ADMINISTRATIVE OH	141.96
		1600 W BEVERLY BLVD., MONTEBELLO Total		1,561.55
	8370M-1	600 MAREK DR. W/N 4TH ST., MONTEBELLO	INSTALL 1 - 1" COPPER SERVICE (LINE REPAIR)	1,688.31
			TRANSPORTATION OH	85.31
			ADMINISTRATIVE OH	177.36

	600 MAREK DR. W/N 4TH ST., MONTEBELLO Total		1,950.98
8376M-1	1606 EL CAMINO, CITY OF MONTEBELLO	REPLACE 1" PLASTIC SERVICE WITH COPPER	4,133.86
		TRANSPORTATION OH	233.06
		ADMINISTRATIVE OH	436.70
	1606 EL CAMINO, CITY OF MONTEBELLO Total		4,803.62
8387M-1	513 MAREK DRIVE, CITY OF MONTEBELLO	REPLACE 1" COPPER SERVICE	2,886.49
		TRANSPORTATION OH	180.39
		ADMINISTRATIVE OH	306.68
	513 MAREK DRIVE, CITY OF MONTEBELLO Total		3,373.56
8388M-1	1539 GREENWOOD AVENUE, CITY OF MONTEBELLO	INSTALL OPERATING NUT ON FIRE HYDRANT GA	2,071.04
		TRANSPORTATION OH	115.77
		ADMINISTRATIVE OH	218.68
	1539 GREENWOOD AVENUE, CITY OF MONTEBELLO Total		2,405.49
8389M-1	GAGE RESERVOIR SITE	TEST ELECTRICAL EQUIPMENT FOR BOOSTER NO	752.00
		ADMINISTRATIVE OH	75.20
	GAGE RESERVOIR SITE Total		827.20
8400M-1	1709 GREENWOOD AVENUE, MONTEBELLO	ABANDON LEAKING 2" SERVICE	14,936.47
		TRANSPORTATION OH	1,096.99
		ADMINISTRATIVE OH	1,603.34
	1709 GREENWOOD AVENUE, MONTEBELLO Total		17,636.80
8409M-1	2000 N MONTEBELLO BLVD., MONTEBELLO	REPLACE 2" SERVICE VALVE WITH 2" COPPER TU	8,523.44
		TRANSPORTATION OH	379.53
		ADMINISTRATIVE OH	890.30
	2000 N MONTEBELLO BLVD., MONTEBELLO Total		9,793.27
8414M-1	2134 MONTEBELLO TOWN CENTER, CITY OF MONTEBELLO	REPLACE 1 - 3" METER	1,728.60
		TRANSPORTATION OH	17.19
		ADMINISTRATIVE OH	174.58
	2134 MONTEBELLO TOWN CENTER, CITY OF MONTEBELLO Total		1,920.37
8415M-1	1517 VIA NAPOLI, CITY OF MONTEBELLO	REPLACE 1" PLASTIC SERVICE WITH 1" COPPER S	1,777.75
		TRANSPORTATION OH	153.45
		ADMINISTRATIVE OH	193.12
	1517 VIA NAPOLI, CITY OF MONTEBELLO Total		2,124.32
8421M-1	308 VIEWCREST DR. W/RAYWOOD AVE., MONTEBELLO	REPAIR MAIN LEAKS AT 3 LOCATIONS: 672 N.FOF	33,224.29
		TRANSPORTATION OH	3,300.13
		ADMINISTRATIVE OH	3,652.44
	308 VIEWCREST DR. W/RAYWOOD AVE., MONTEBELLO Total		40,176.86
8425M-1	VIA CAMPOS AND WILCOX AVENUE, MONTEBELLO	OVERHAUL CLA-VAL AUTOMATIC CONTROL VAL	4,165.86
		TRANSPORTATION OH	245.67
		ADMINISTRATIVE OH	441.16
	VIA CAMPOS AND WILCOX AVENUE, MONTEBELLO Total		4,852.69
8436M-1	SYCAMORE ST. & GREENWOOD AVE., CITY OF MONTEBELLO	REPAIR DAMAGED 2" SERVICE	802.78
		TRANSPORTATION OH	97.09
		ADMINISTRATIVE OH	89.98
	SYCAMORE ST. & GREENWOOD AVE., CITY OF MONTEBELLO Total		989.85
8438M-1	861 JAUREZ ST. AT CONCORD AVE. CITY OF MONTEBELLO	REPLACE SERVICE	2,661.46
		TRANSPORTATION OH	233.13
		ADMINISTRATIVE OH	289.46
	861 JAUREZ ST. AT CONCORD AVE. CITY OF MONTEBELLO Total		3,184.05
8441M-1	8033 SLAUSON AVE AT CHAPIN RD, CITY OF MONTEBELLO	REPAIR SHEARED FIRE HYDRANT NO. 293	2,551.73
		TRANSPORTATION OH	116.00
		ADMINISTRATIVE OH	266.78
	8033 SLAUSON AVE AT CHAPIN RD, CITY OF MONTEBELLO Total		2,934.51
2014 Total			109,156.73
2015 8432M-1	SLAUSON AVENUE AND CHAPIN ROAD	REPLACE 1 - 6" SHEARED FIRE HYDRANT NO.289	20,494.93
	SLAUSON AVENUE AND CHAPIN ROAD Total		20,494.93
8432M1&M2	SLAUSON AVENUE AND CHAPIN ROAD	TRANSPORTATION OH	729.96
		ADMINISTRATIVE OH	2,221.50
	SLAUSON AVENUE AND CHAPIN ROAD Total		2,951.46
8432M-2	SLAUSON AVENUE AND CHAPIN ROAD	INSTALL BUTTERFLY VALVE	990.06

8452M-1	SLAUSON AVENUE AND CHAPIN ROAD Total		990.06
	1501 EL CAMINO DR., CITY OF MONTEBELLO	REPAIR SERVICE	2,056.28
		TRANSPORTATION OH	158.51
		ADMINISTRATIVE OH	221.48
	1501 EL CAMINO DR., CITY OF MONTEBELLO Total		2,436.27
8456M-1	2939 VAIL AVENUE, CITY OF MONTEBELLO	REPLACE 8" BUTTERFLY VALVE	14,579.11
		TRANSPORTATION OH	257.22
		ADMINISTRATIVE OH	1,483.64
	2939 VAIL AVENUE, CITY OF MONTEBELLO Total		16,319.97
8470M-1	7653 TELEGRAPH RD. N/GAGE RD. BLVD., MONTEBELLO	REPAIR SHEARED FIRE HYDRANT NO. 286	3,419.53
		TRANSPORTATION OH	263.27
		ADMINISTRATIVE OH	368.28
	7653 TELEGRAPH RD. N/GAGE RD. BLVD., MONTEBELLO Total		4,051.08
8471M-1	308 VIEWCREST DRIVE	REPAIR 4" MAIN	12,578.02
		TRANSPORTATION OH	835.88
		ADMINISTRATIVE OH	1,341.38
	308 VIEWCREST DRIVE Total		14,755.28
8489M-1	1000 N IGUALA ST. N/YORKTOWN AVE., MONTEBELLO	REPLACE 1" COPPER SERVICE	1,989.16
		TRANSPORTATION OH	158.50
		ADMINISTRATIVE OH	214.76
	1000 N IGUALA ST. N/YORKTOWN AVE., MONTEBELLO Total		2,362.42
8494M-1	1104 VERA CRUZ ST. S/BOSTON AVE.CITY OF MONTEBELLO	REPAIR 6" AC FIRE HYDRANT LATERAL #431	1,951.19
		TRANSPORTATION OH	283.98
		ADMINISTRATIVE OH	223.52
	1104 VERA CRUZ ST. S/BOSTON AVE.CITY OF MONTEBELLO Total		2,458.69
8496M-1	925 & 926 ALFRED PLACE, CITY OF MONTEBELLO	REPLACE 2" PLASTIC SERVICE WITH 1" COPPER S	2,600.44
		TRANSPORTATION OH	193.48
		ADMINISTRATIVE OH	279.40
	925 & 926 ALFRED PLACE, CITY OF MONTEBELLO Total		3,073.32
8499M-1	1640 S.GREENWOOD AVE/UNION ST.,CITY OF MONTEBELLO	REPAIR 6" FIRE HYDRANT# 260 DAMAGED BY A F	5,489.40
		TRANSPORTATION OH	388.89
		ADMINISTRATIVE OH	587.82
	1640 S.GREENWOOD AVE/UNION ST.,CITY OF MONTEBELLO Total		6,466.11
8509M-1	3000 TANAGER AVE.N/SYCAMORE ST. CITY OF MONTEBELLO	REPAIR 8" FIRE SERVICE & REPLACE 20K TROSION	15,852.01
		TRANSPORTATION OH	328.38
		ADMINISTRATIVE OH	1,618.04
	3000 TANAGER AVE.N/SYCAMORE ST. CITY OF MONTEBELLO Total		17,798.43
8510M-1	SYSTEMWIDE	PRINTING AND POSTAGE FOR THE COSUMER CO	1,049.06
		ADMINISTRATIVE OH	104.90
	SYSTEMWIDE Total		1,153.96
8531M-1	1003 IGUALA ST. N/YORKTOWN AVE. CITY OF MONTEBELLO	REPLACE 1" SERVICE	1,909.70
		TRANSPORTATION OH	152.50
		ADMINISTRATIVE OH	206.22
	1003 IGUALA ST. N/YORKTOWN AVE. CITY OF MONTEBELLO Total		2,268.42
8535M-1	SYSTEM WIDE	MAINLINE VALVE MAINTENANCE PROGRAM	41,193.48
		TRANSPORTATION OH	5,959.36
		ADMINISTRATIVE OH	4,715.28
	SYSTEM WIDE Total		51,868.12
8536M-1	1500 ALDEA DR., MONTEBELLO NORTH SYSTEM	REPLACE 1" SERVICE	4,178.42
		TRANSPORTATION OH	375.99
		ADMINISTRATIVE OH	455.44
	1500 ALDEA DR., MONTEBELLO NORTH SYSTEM Total		5,009.85
8559M-1	1017 YORKTOWN AVE., MONTEBELLO NORTH SYSTEM	REPLACE 1 - 1" SERVICE	1,944.47
		TRANSPORTATION OH	158.59
		ADMINISTRATIVE OH	210.30
	1017 YORKTOWN AVE., MONTEBELLO NORTH SYSTEM Total		2,313.36
8589M-1	1616 VIA PALERMO, CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	2,531.17
		TRANSPORTATION OH	200.05
		ADMINISTRATIVE OH	273.12

		1616 VIA PALERMO, CITY OF MONTEBELLO Total		3,004.34
8600M-1		1601 BLUFF ROAD	REPLACE 2" ANGLE STOP	1,153.27
			TRANSPORTATION OH	118.48
			ADMINISTRATIVE OH	127.18
		1601 BLUFF ROAD Total		1,398.93
8602M-1		724 POPLAR AVE., CITY OF MONTEBELLO	REPAIR FIRE HYDRANT NO. 177	2,446.56
			TRANSPORTATION OH	221.71
			ADMINISTRATIVE OH	266.82
		724 POPLAR AVE., CITY OF MONTEBELLO Total		2,935.09
8607M-1		1011 IGUALA ST., CITY OF MONTEBELLO	REPLACE 1" PLASTIC SERVICE WITH 1" COPPER S	2,798.91
			TRANSPORTATION OH	243.05
			ADMINISTRATIVE OH	304.20
		1011 IGUALA ST., CITY OF MONTEBELLO Total		3,346.16
2015 Total				167,456.25
2016	8459M-1	AVENIDA DE LA MERCED & POPLAR AVE MONTEBELLO	INSTALL NEW PRESSURE REDUCING CONTROL D	1,367.46
			TRANSPORTATION OH	68.23
			ADMINISTRATIVE OH	143.56
		AVENIDA DE LA MERCED & POPLAR AVE MONTEBELLO Total		1,579.25
	8460M-1	MONTEBELLO BLVD. & JEFFERSON BLVD., MONTEBELLO	INSTALL PRESSURE REDUCING CONTROL(CRD) &	890.71
			TRANSPORTATION OH	37.49
			ADMINISTRATIVE OH	92.82
		MONTEBELLO BLVD. & JEFFERSON BLVD., MONTEBELLO Total		1,021.02
	8508M-1	SYSTEMWIDE	SCADA SPARE DATA FLOW SYSTEM RTU MODUL	7,434.91
			TRANSPORTATION OH	103.05
			ADMINISTRATIVE OH	753.80
		SYSTEMWIDE Total		8,291.76
	8532M-1	GAGE RESERVOIR SITE, CITY OF MONTEBELLO	REPAIR GAGE STATION BOOSTER	46,848.78
			TRANSPORTATION OH	416.09
			ADMINISTRATIVE OH	4,726.48
		GAGE RESERVOIR SITE, CITY OF MONTEBELLO Total		51,991.35
	8533M-1	SYSTEM WIDE	SCADA SYSTEM REPAIRS	17,670.61
			TRANSPORTATION OH	111.83
			ADMINISTRATIVE OH	1,778.24
		SYSTEM WIDE Total		19,560.68
	8535M-1	SYSTEM WIDE	MAINLINE VALVE MAINTENANCE PROGRAM	20,572.03
			TRANSPORTATION OH	6,935.74
			ADMINISTRATIVE OH	4,807.98
		SYSTEM WIDE Total		32,315.75
	8587M-1	1640 S GREENWOOD AVE., CITY OF MONTEBELLO	REPLACE 1 - 4" METER	11,369.20
			TRANSPORTATION OH	124.01
			ADMINISTRATIVE OH	1,149.32
		1640 S GREENWOOD AVE., CITY OF MONTEBELLO Total		12,642.53
	8606M-1	929 LEXINGTON AVE., CITY OF MONTEBELLO	REPLACE 1" PLASTIC SERVICE WITH 1" COPPER S	3,301.82
			TRANSPORTATION OH	209.25
			ADMINISTRATIVE OH	351.10
		929 LEXINGTON AVE., CITY OF MONTEBELLO Total		3,862.17
	8608M-1	MONTEBELLO BLVD/JEFFERSON BLVD.CITY OF MONTEBELLO	REPLACE VAULT	13,877.12
			ADMINISTRATIVE OH	1,387.72
		MONTEBELLO BLVD/JEFFERSON BLVD.CITY OF MONTEBELLO Total		15,264.84
	8615M-1	812 & 813 SAVANNAH ST. CITY OF MONTEBELLO	REPLACE 2 - 1" PLASTIC SERVICES WITH 1" COPP	2,954.36
			TRANSPORTATION OH	249.03
			ADMINISTRATIVE OH	320.34
		812 & 813 SAVANNAH ST. CITY OF MONTEBELLO Total		3,523.73
	8621M-1	712 TAYLOR AVE., CITY OF MONTEBELLO	REPAIR FIRE HYDRANT NO. 164	2,329.27
			TRANSPORTATION OH	63.61
			ADMINISTRATIVE OH	239.28
		712 TAYLOR AVE., CITY OF MONTEBELLO Total		2,632.16
	8625M-1	7101 TELEGRAPH RD., CITY OF MONTEBELLO	REPAIR 2" SERVICE	835.52
			TRANSPORTATION OH	136.70

		ADMINISTRATIVE OH	97.22
	7101 TELEGRAPH RD., CITY OF MONTEBELLO Total		1,069.44
8636M-1	1733 MILANO, CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	3,795.78
		TRANSPORTATION OH	305.17
		ADMINISTRATIVE OH	410.10
	1733 MILANO, CITY OF MONTEBELLO Total		4,511.05
8639M-1	3000 SUPPLY AVE. N/SYCAMORE ST. COMMERCE	REPAIR 2" SERVICE	1,980.33
		TRANSPORTATION OH	108.78
		ADMINISTRATIVE OH	208.92
	3000 SUPPLY AVE. N/SYCAMORE ST. COMMERCE Total		2,298.03
8652M-1	RAYWOOD AVE. & OAKMONTE DR., CITY OF MONTEBELLO	REPAIR 6" C.I. MAIN	6,693.63
		TRANSPORTATION OH	695.30
		ADMINISTRATIVE OH	738.90
	RAYWOOD AVE. & OAKMONTE DR., CITY OF MONTEBELLO Total		8,127.83
8654M-1	1013 YORKTOWN AVE., CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	3,281.20
		TRANSPORTATION OH	218.29
		ADMINISTRATIVE OH	349.94
	1013 YORKTOWN AVE., CITY OF MONTEBELLO Total		3,849.43
8655M-1	1521 ALDEA DRIVE, CITY OF MONTEBELLO	REPLACE 1" SERVICE WITH COPPER	1,745.87
		TRANSPORTATION OH	133.57
		ADMINISTRATIVE OH	187.94
	1521 ALDEA DRIVE, CITY OF MONTEBELLO Total		2,067.38
8667M-1	GREENWOOD AVE. & TELEGRAPH RD., CITY OF MONTEBELLO	REPLACE 1 - 6" VALVE	15,651.89
		TRANSPORTATION OH	606.37
		ADMINISTRATIVE OH	1,625.82
	GREENWOOD AVE. & TELEGRAPH RD., CITY OF MONTEBELLO Total		17,884.08
8669M-1	7601 TELEGRAPH RD CITY OF MONTEBELLO	REPAIR FIRE HYDRANT NO. 2788	2,853.17
		TRANSPORTATION OH	153.27
		ADMINISTRATIVE OH	300.64
	7601 TELEGRAPH RD CITY OF MONTEBELLO Total		3,307.08
8675M-1	2839 TANAGER AVE., MONTEBELLO	REPLACE 2" SERVICE	2,682.79
		TRANSPORTATION OH	164.00
		ADMINISTRATIVE OH	284.68
	2839 TANAGER AVE., MONTEBELLO Total		3,131.47
8679M-1	912 & 913 DURANGO ST., CITY OF MONTEBELLO	REPLACE 2 - 1" SERVICES	3,634.18
		TRANSPORTATION OH	277.43
		ADMINISTRATIVE OH	391.16
	912 & 913 DURANGO ST., CITY OF MONTEBELLO Total		4,302.77
8687M-1	821 TAMPICO WAY, CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE WITH COPPER	2,143.56
		TRANSPORTATION OH	126.82
		ADMINISTRATIVE OH	227.04
	821 TAMPICO WAY, CITY OF MONTEBELLO Total		2,497.42
8691M-1	CHURCH ROAD AT THE A.T.R.R. CROSSING	INSTALL MAIN (NOT FOOTAGE)	187,858.53
	CHURCH ROAD AT THE A.T.R.R. CROSSING Total		187,858.53
8691M1&2	#N/A	TRANSPORTATION OH	4,256.84
		ADMINISTRATIVE OH	20,076.06
	#N/A Total		24,332.90
8691M-2	CHURCH ROAD AT THE A.T.R.R CROSSING	ABANDON MAIN	8,645.19
	CHURCH ROAD AT THE A.T.R.R CROSSING Total		8,645.19
8706M-1	SYSTEM WIDE	EMERGENCY SCADA REPAIR, RADIO CARD MALF	1,003.97
		TRANSPORTATION OH	33.92
		ADMINISTRATIVE OH	103.78
	SYSTEM WIDE Total		1,141.67
8710M-1	1561 CHAPIN RD. CITY OF MONTEBELLO	REPLACE FIRE SERVICE VALVE	8,469.08
		TRANSPORTATION OH	62.35
		ADMINISTRATIVE OH	853.14
	1561 CHAPIN RD. CITY OF MONTEBELLO Total		9,384.57
8716M-1	520 FORBES AVE. CITY OF MONTEBELLO	REPLACE FIRE HYDRANT HEAD ON NO.196	1,057.76
		TRANSPORTATION OH	72.53

		ADMINISTRATIVE OH	113.02
	520 FORBES AVE. CITY OF MONTEBELLO Total		1,243.31
8717M-1	2937 TANAGER AVE. CITY OF MONTEBELLO	REPLACE 8" METER	15,559.17
		TRANSPORTATION OH	136.38
		ADMINISTRATIVE OH	1,634.20
	2937 TANAGER AVE. CITY OF MONTEBELLO Total		17,329.75
8717M-2	2937 TANAGER AVE. CITY OF MONTEBELLO	REPLACE 1" SERVICE WITH COPPER	646.42
	2937 TANAGER AVE. CITY OF MONTEBELLO Total		646.42
8721M-1	1500 S BLUFF ROAD CITY OF MONTEBELLO	GAGE WELL - REPLACE AIR VACUUM VALVE	1,083.85
		TRANSPORTATION OH	95.83
		ADMINISTRATIVE OH	117.96
	1500 S BLUFF ROAD CITY OF MONTEBELLO Total		1,297.64
8728M-1	WILCOX AVE. & VIA CAMPO	OVERHAUL 3-INCH PRESSURE REDUCING VALVE	1,565.34
		TRANSPORTATION OH	75.40
		ADMINISTRATIVE OH	164.08
	WILCOX AVE. & VIA CAMPO Total		1,804.82
8731M-1	916 & 917 ALFRED PLACE CITY OF MONTEBELLO	REPLACE 2 - 1" PLASTIC SERVICE WITH COPPER	4,350.22
		TRANSPORTATION OH	313.21
		ADMINISTRATIVE OH	466.34
	916 & 917 ALFRED PLACE CITY OF MONTEBELLO Total		5,129.77
8735M-1	409 MAREK DR. MONTEBELLO	REPLACE 1 - 1" COPPER SERVICE	4,042.18
		TRANSPORTATION OH	186.92
		ADMINISTRATIVE OH	422.90
	409 MAREK DR. MONTEBELLO Total		4,652.00
8739M-1	CONDOR AVENUE & TANAGER AVENUE, MONTEBELLO	REPLACE 8" GATE VALVE NO.535	11,552.49
		TRANSPORTATION OH	1,142.41
		ADMINISTRATIVE OH	1,269.48
	CONDOR AVENUE & TANAGER AVENUE, MONTEBELLO Total		13,964.38
8741M-1	901 UNION STREET MONTEBELLO	REPLACE 1 - 6" FIRE HYDRANT	2,297.63
		TRANSPORTATION OH	45.85
		ADMINISTRATIVE OH	234.34
	901 UNION STREET MONTEBELLO Total		2,577.82
8753M-1	NE COR/VAIL AVENUE & CONDOR AVENUE	REPLACE 8" GATE VALVE NO.526	6,104.74
		TRANSPORTATION OH	603.33
		ADMINISTRATIVE OH	670.80
	NE COR/VAIL AVENUE & CONDOR AVENUE Total		7,378.87
8759M-1	7015 TELEGRAPH ROAD, CITY OF MONTEBELLO	REPAIR 2" SERVICE	1,579.94
		TRANSPORTATION OH	155.11
		ADMINISTRATIVE OH	173.50
	7015 TELEGRAPH ROAD, CITY OF MONTEBELLO Total		1,908.55
8761M-1	SYSTEMWIDE	PRINTING AND POSTAGE FOR THE COSUMER CO	1,106.00
		ADMINISTRATIVE OH	110.60
	SYSTEMWIDE Total		1,216.60
8763M-1	932 ADAMS AVE. CITY OF MONTEBELLO	REPAIR 2" BLOW OFF	3,136.86
		TRANSPORTATION OH	346.40
		ADMINISTRATIVE OH	348.32
	932 ADAMS AVE. CITY OF MONTEBELLO Total		3,831.58
8772M-1	1615 LOMA RD.	REPLACE 1 - 1" PLASTIC SERVICE WITH COPPER	2,156.38
		TRANSPORTATION OH	171.52
		ADMINISTRATIVE OH	232.80
	1615 LOMA RD. Total		2,560.70
8773M-1	1600 VIA PALERMO, CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE WITH COPPER	2,924.56
		TRANSPORTATION OH	277.24
		ADMINISTRATIVE OH	320.18
	1600 VIA PALERMO, CITY OF MONTEBELLO Total		3,521.98
8789M-1	505 MAREK DR. CITY OF MONTEBELLO	REPAIR 1 - 1" SERVICE	3,409.39
		TRANSPORTATION OH	307.66
		ADMINISTRATIVE OH	371.70
	505 MAREK DR. CITY OF MONTEBELLO Total		4,088.75

8790M-1	509 MAREK DR. CITY OF MONTEBELLO	REPAIR 1 - 1" SERVICE	1,852.65
		TRANSPORTATION OH	129.31
		ADMINISTRATIVE OH	198.20
	509 MAREK DR. CITY OF MONTEBELLO Total		2,180.16
8791M-1	1528 VIA PALERMO CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	2,756.91
		TRANSPORTATION OH	298.58
		ADMINISTRATIVE OH	305.54
	1528 VIA PALERMO CITY OF MONTEBELLO Total		3,361.03
8793M-1	612 MAREK DR. CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE WITH COPPER	3,191.06
		TRANSPORTATION OH	208.72
		ADMINISTRATIVE OH	339.98
	612 MAREK DR. CITY OF MONTEBELLO Total		3,739.76
8794M-1	512 MAREK DR. CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE WITH COPPER	2,340.64
		TRANSPORTATION OH	198.54
		ADMINISTRATIVE OH	253.92
	512 MAREK DR. CITY OF MONTEBELLO Total		2,793.10
8798M-1	925,929,933 & 937 W ASHIYA RD CITY OF MONTEBELLO	REPLACE 4 - 1" PLASTIC SERVICE WITH COPPER	17,694.45
		TRANSPORTATION OH	459.05
		ADMINISTRATIVE OH	1,815.34
	925,929,933 & 937 W ASHIYA RD CITY OF MONTEBELLO Total		19,968.84
8803M-1	504 MAREK DR. CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE WITH COPPER	2,688.21
		TRANSPORTATION OH	226.55
		ADMINISTRATIVE OH	291.48
	504 MAREK DR. CITY OF MONTEBELLO Total		3,206.24
8805M-1	1601 EL CAMINO DRIVE, CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE WITH COPPER	1,765.01
		TRANSPORTATION OH	96.22
		ADMINISTRATIVE OH	186.12
	1601 EL CAMINO DRIVE, CITY OF MONTEBELLO Total		2,047.35
8807M-1	724 POPLAR AVENUE, CITY OF MONTEBELLO	REPLACE 3" METER	3,313.61
		TRANSPORTATION OH	205.62
		ADMINISTRATIVE OH	351.92
	724 POPLAR AVENUE, CITY OF MONTEBELLO Total		3,871.15
8812M-1	1313 CUESTA WAY, CITY OF MONTEBELLO	REPAIR 1 - 2" SERVICE	2,483.94
		TRANSPORTATION OH	202.35
		ADMINISTRATIVE OH	268.62
	1313 CUESTA WAY, CITY OF MONTEBELLO Total		2,954.91
8816M-1	505 MAREK DRIVE, CITY OF MONTEBELLO	REPLACE 1" COPPER SERVICE WITH PLASTIC	4,525.55
		TRANSPORTATION OH	231.71
		ADMINISTRATIVE OH	475.72
	505 MAREK DRIVE, CITY OF MONTEBELLO Total		5,232.98
8827M-1	1736 APPIAN WAY, CITY OF MONTEBELLO	REPLACE 1" PLASTIC SERVICE	2,684.02
		TRANSPORTATION OH	244.60
		ADMINISTRATIVE OH	292.86
	1736 APPIAN WAY, CITY OF MONTEBELLO Total		3,221.48
8828M-1	1718 EL CAMINO DRIVE, CITY OF MONTEBELLO	REPLACE 1 - 2" PLASTIC LANDSCAPE SERVICE	4,821.30
		TRANSPORTATION OH	404.40
		ADMINISTRATIVE OH	522.58
	1718 EL CAMINO DRIVE, CITY OF MONTEBELLO Total		5,748.28
8830M-1	HOWARD AVENUE AND SANDY HOOK ST	POTHOLE 10" AC MAIN	10,352.21
		TRANSPORTATION OH	277.75
		ADMINISTRATIVE OH	1,063.00
	HOWARD AVENUE AND SANDY HOOK ST Total		11,692.96
8837M-1	808 BUNKER HILL AVE. CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE	2,962.73
		TRANSPORTATION OH	247.81
		ADMINISTRATIVE OH	321.06
	808 BUNKER HILL AVE. CITY OF MONTEBELLO Total		3,531.60
8841M-1	1700 EL CAMINO DRIVE CITY OF MONTEBELLO	REPLACE 1 - 2" BLACK PLASTIC LANDSCAPE SERV	2,803.44
		TRANSPORTATION OH	236.16
		ADMINISTRATIVE OH	303.96

		1700 EL CAMINO DRIVE CITY OF MONTEBELLO Total		3,343.56
8847M-1		7547 TELEGRAPH ROAD, CITY OF MONTEBELLO	REPLACE 6" FIRE HYDRANT HEAD (J-3708)ON F.H	2,672.34
			TRANSPORTATION OH	108.54
			ADMINISTRATIVE OH	278.08
		7547 TELEGRAPH ROAD, CITY OF MONTEBELLO Total		3,058.96
8861M-1		SYSTEMWIDE	NOTICE OF PUBLIC HEARING FOR FEB. 1, 2017 R	1,069.11
			ADMINISTRATIVE OH	106.92
		SYSTEMWIDE Total		1,176.03
2016 Total				591,375.41
2017	17-05164	Vail Ave.& Condor St., City of Commerce	Repair FH # 420	764.52
			TRANSPORTATION OH	61.43
			ADMINISTRATIVE OH	54.88
		Vail Ave.& Condor St., City of Commerce Total		880.83
8725M-1		SYSTEMWIDE	CITY OF MONTEBELLO CONVERSION PLAN (FROM	18,225.32
			TRANSPORTATION OH	3,089.58
			ADMINISTRATIVE OH	2,131.50
		SYSTEMWIDE Total		23,446.40
8818M-1		MAREK DR., AVENIDA DE LA MERCED TO 4TH STREET	REPLACE 23 1"-COPPER SERVICES WITH PLASTIC	63,965.99
			TRANSPORTATION OH	667.79
			ADMINISTRATIVE OH	6,463.38
		MAREK DR., AVENIDA DE LA MERCED TO 4TH STREET Total		71,097.16
8849M-1		HILLSIDE BOOSTER STATION, CITY OF MONTEBELLO	BOOSTER A & B REPLACE FAULTY VARIABLE	19,198.63
			TRANSPORTATION OH	371.62
			ADMINISTRATIVE OH	1,957.02
		HILLSIDE BOOSTER STATION, CITY OF MONTEBELLO Total		21,527.27
8879M-1		920 W ADAMS AVE. CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE	2,894.77
			TRANSPORTATION OH	248.63
			ADMINISTRATIVE OH	314.34
		920 W ADAMS AVE. CITY OF MONTEBELLO Total		3,457.74
8882M-1		SYSTEM WIDE	SCHEDULE OF WATER RATE INCREASE MAILING	908.01
			ADMINISTRATIVE OH	90.80
		SYSTEM WIDE Total		998.81
8889M-1		884 ASHIYA ROAD, CITY OF MONTEBELLO	REPLACE 1 - 1" PLASTIC SERVICE	2,607.81
			TRANSPORTATION OH	236.39
			ADMINISTRATIVE OH	284.42
		884 ASHIYA ROAD, CITY OF MONTEBELLO Total		3,128.62
8890M-1		#N/A	REPAIR 8" METER	685.94
			TRANSPORTATION OH	9.30
			ADMINISTRATIVE OH	69.52
		#N/A Total		764.76
8893M-1		917 LEXINGTON AVENUE CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	3,997.80
			TRANSPORTATION OH	55.98
			ADMINISTRATIVE OH	405.38
		917 LEXINGTON AVENUE CITY OF MONTEBELLO Total		4,459.16
8894M-1		904 DURANGO ST. CITY OF MONTEBELLO	REPLACE 1- 1" SERVICE	4,347.05
			TRANSPORTATION OH	98.36
			ADMINISTRATIVE OH	444.54
		904 DURANGO ST. CITY OF MONTEBELLO Total		4,889.95
8895M-1		GAGE RD. N/UNION ST. CITY OF MONTEBELLO	REMOVE TREE AT GAGE RESERVOIR SITE	700.00
			ADMINISTRATIVE OH	70.00
		GAGE RD. N/UNION ST. CITY OF MONTEBELLO Total		770.00
8898M-1		1051 UNION ST., CITY OF MONTEBELLO	REPAIR FIRE HYDRANT NO.427	543.03
			TRANSPORTATION OH	68.40
			ADMINISTRATIVE OH	61.14
		1051 UNION ST., CITY OF MONTEBELLO Total		672.57
8904M-1		1506 LOMA ROAD, CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	2,357.36
			TRANSPORTATION OH	225.27
			ADMINISTRATIVE OH	258.26
		1506 LOMA ROAD, CITY OF MONTEBELLO Total		2,840.89

8905M-1	SYSTEM WIDE	MONTEBELLO WATER SYSTEM STORAGE FACILITY	15,875.35
		TRANSPORTATION OH	301.81
		ADMINISTRATIVE OH	1,617.72
	SYSTEM WIDE Total		17,794.88
8911M-1	1308 & 1309 ALDEA DR. CITY OF MONTEBELLO	REPLACE 2 - 1" PLASTIC SERVICES	3,870.90
		TRANSPORTATION OH	362.16
		ADMINISTRATIVE OH	423.30
	1308 & 1309 ALDEA DR. CITY OF MONTEBELLO Total		4,656.36
8912M-1	2827 SUPPLY AVE. CITY OF MONTEBELLO	REPAIR FIRE HYDRANT NO.211	2,819.60
		TRANSPORTATION OH	106.64
		ADMINISTRATIVE OH	292.62
	2827 SUPPLY AVE. CITY OF MONTEBELLO Total		3,218.86
8913M-1	SYSTEMWIDE	REPAIR SCADA SYSTEM	3,256.00
		ADMINISTRATIVE OH	325.60
	SYSTEMWIDE Total		3,581.60
8918M-1	1500 BLUFF ROAD, CITY OF MONTEBELLO	REMOVE TREE	1,800.00
		ADMINISTRATIVE OH	180.00
	1500 BLUFF ROAD, CITY OF MONTEBELLO Total		1,980.00
8920M-1	1555 GREENWOOD AVE. CITY OF MONTEBELLO	REPLACE 2" SERVICE	9,469.09
		TRANSPORTATION OH	511.47
		ADMINISTRATIVE OH	998.06
	1555 GREENWOOD AVE. CITY OF MONTEBELLO Total		10,978.62
8920M-2	1555 GREENWOOD AVE. CITY OF MONTEBELLO	REPLACE 2" SERVICE	11,886.89
		ADMINISTRATIVE OH	1,188.68
	1555 GREENWOOD AVE. CITY OF MONTEBELLO Total		13,075.57
8921M-1	508 AVENIDA DELA MERCED, CITY OF MONTEBELLO	REPAIR 1" SERVICE	1,981.02
		TRANSPORTATION OH	184.44
		ADMINISTRATIVE OH	216.54
	508 AVENIDA DELA MERCED, CITY OF MONTEBELLO Total		2,382.00
8924M-1	1640 WESTMORELAND DRIVE CITY OF MONTEBELLO	REMOVE TREE	1,500.00
		ADMINISTRATIVE OH	150.00
	1640 WESTMORELAND DRIVE CITY OF MONTEBELLO Total		1,650.00
8925M-1		MONTEBELLO CONSUMER CONFIDENCE REPORT	1,125.15
		ADMINISTRATIVE OH	112.52
	Total		1,237.67
8931M-1	607 MICHAEL COLLINS CIRCLE CITY OF MONTEBELLO	REPLACE 1" SERVICE	2,656.25
		TRANSPORTATION OH	164.86
		ADMINISTRATIVE OH	282.12
	607 MICHAEL COLLINS CIRCLE CITY OF MONTEBELLO Total		3,103.23
8932M-1	1429 CUESTA WAY, CITY OF MONTEBELLO	REPLACE 1" SERVICE	2,559.58
		TRANSPORTATION OH	226.68
		ADMINISTRATIVE OH	278.62
	1429 CUESTA WAY, CITY OF MONTEBELLO Total		3,064.88
8944M-1	915 ADAMS AVE.	REPLACE 1" SERVICE	2,402.96
		TRANSPORTATION OH	224.37
		ADMINISTRATIVE OH	262.74
	915 ADAMS AVE. Total		2,890.07
8947M-1	929 ALFRED PL.	REPLACE 1" SERVICE	2,552.74
		TRANSPORTATION OH	249.27
		ADMINISTRATIVE OH	280.20
	929 ALFRED PL. Total		3,082.21
8948M-1	1614 LOMA RD.	REPLACE 1" SERVICE	3,028.43
		TRANSPORTATION OH	343.80
		ADMINISTRATIVE OH	337.22
	1614 LOMA RD. Total		3,709.45
8951M-1	NW COR/AVENIDA DE LA MERCED & MONTEBELLO BLVD	REPAIR 1" SERVICE	10,418.37
		TRANSPORTATION OH	162.35
		ADMINISTRATIVE OH	1,058.08
	NW COR/AVENIDA DE LA MERCED & MONTEBELLO BLVD Total		11,638.80

8955M-1	716 LEXINGTON AVENUE	REPLACE 1" SERVICE	7,575.20	
		TRANSPORTATION OH	56.67	
		ADMINISTRATIVE OH	763.18	
	716 LEXINGTON AVENUE Total		8,395.05	
8959M-1	800 BOSTON AVE. & 1136 VERA CRUZ ST., MONTEBELLO	REPLACE 2 - 1" SERVICES	3,361.81	
		TRANSPORTATION OH	328.31	
		ADMINISTRATIVE OH	369.02	
	800 BOSTON AVE. & 1136 VERA CRUZ ST., MONTEBELLO Total		4,059.14	
8972M-1	848 TAYLOR AVE., CITY OF MONTEBELLO	REPLACE 1" SERVICE	2,227.28	
		TRANSPORTATION OH	213.47	
		ADMINISTRATIVE OH	244.08	
	848 TAYLOR AVE., CITY OF MONTEBELLO Total		2,684.83	
8974M-1	804 BUNKER HILL AVE., CITY OF MONTEBELLO	REPLACE 1" SERVICE	2,939.87	
		TRANSPORTATION OH	292.14	
		ADMINISTRATIVE OH	323.20	
	804 BUNKER HILL AVE., CITY OF MONTEBELLO Total		3,555.21	
8990M-1	SW COR/SUPPLY AVE. & CONDOR AVE.	REPAIR FIRE HYDRANT 209	1,272.60	
		TRANSPORTATION OH	191.72	
		ADMINISTRATIVE OH	146.44	
	SW COR/SUPPLY AVE. & CONDOR AVE. Total		1,610.76	
8991M-1	NW COR/MONTEBELLO BLVD. & LIBERTY AVENUE	REPAIR FIRE HYDRANT NO. 249	2,906.41	
		TRANSPORTATION OH	135.69	
		ADMINISTRATIVE OH	304.22	
	NW COR/MONTEBELLO BLVD. & LIBERTY AVENUE Total		3,346.32	
8999M-1	1617 GREENWOOD AVE. CITY OF MONTEBELLO	REPLACE FIRE HYDRANT NO.251	1,452.49	
		TRANSPORTATION OH	226.21	
		ADMINISTRATIVE OH	167.88	
	1617 GREENWOOD AVE. CITY OF MONTEBELLO Total		1,846.58	
9000M-1	2748 TANAGER AVE. CITY OF MONTEBELLO	REPLACE FIRE HYDRANT NO.200	1,715.73	
		TRANSPORTATION OH	142.11	
		ADMINISTRATIVE OH	185.78	
	2748 TANAGER AVE. CITY OF MONTEBELLO Total		2,043.62	
9003M-1	831 REVERE AVE. CITY OF MONTEBELLO	REPLACE 1" SERVICE	6,919.90	
		TRANSPORTATION OH	93.57	
		ADMINISTRATIVE OH	701.34	
	831 REVERE AVE. CITY OF MONTEBELLO Total		7,714.81	
9004M-1	2601 VIA CAMPO, CITY OF MONTEBELLO	REPLACE 1" SERVICE	756.39	
		TRANSPORTATION OH	110.02	
		ADMINISTRATIVE OH	86.64	
	2601 VIA CAMPO, CITY OF MONTEBELLO Total		953.05	
9005M-1	828 ADELITA, CITY OF MONTEBELLO	REPLACE 1" SERVICE	2,503.96	
		TRANSPORTATION OH	245.95	
		ADMINISTRATIVE OH	275.00	
	828 ADELITA, CITY OF MONTEBELLO Total		3,024.91	
9006M-1	907 ADAMS AVE., CITY OF MONTEBELLO	REPLACE 1" SERVICE	2,614.15	
		TRANSPORTATION OH	241.07	
		ADMINISTRATIVE OH	285.52	
	907 ADAMS AVE., CITY OF MONTEBELLO Total		3,140.74	
9007M-1	1332 ALDEA DRIVE, CITY OF MONTEBELLO	REPLACE 1" SERVICE	3,012.80	
		TRANSPORTATION OH	317.87	
		ADMINISTRATIVE OH	333.06	
	1332 ALDEA DRIVE, CITY OF MONTEBELLO Total		3,663.73	
9014M-1	924 LEXINGTON AVE., CITY OF MONTEBELLO	REPAIR 1" SERVICE	480.90	
		TRANSPORTATION OH	60.57	
		ADMINISTRATIVE OH	54.14	
	924 LEXINGTON AVE., CITY OF MONTEBELLO Total		595.61	
2017 Total			273,612.72	
2018	8874M-1	840 TAYLOR AVENUE	REPAIR 10" AC MAIN	5,800.72
			TRANSPORTATION OH	78.05

		ADMINISTRATIVE OH	587.88
	840 TAYLOR AVENUE Total		6,466.65
8998M-1	608 POPLAR AVE. CITY OF MONTEBELLO	MAIN REPAIR	6,363.46
		TRANSPORTATION OH	177.75
		ADMINISTRATIVE OH	654.12
	608 POPLAR AVE. CITY OF MONTEBELLO Total		7,195.33
9015M-1	1416 CUESTA WAY, CITY OF MONTEBELLO	REPLACE 1" SERVICE	3,267.18
		TRANSPORTATION OH	384.70
		ADMINISTRATIVE OH	365.18
	1416 CUESTA WAY, CITY OF MONTEBELLO Total		4,017.06
9019M-1	1471 MONTEBELLO BLVD. CITY OF MONTEBELLO	REPAIR FIRE HYDRANT NO. 48	3,413.73
		TRANSPORTATION OH	99.66
		ADMINISTRATIVE OH	351.34
	1471 MONTEBELLO BLVD. CITY OF MONTEBELLO Total		3,864.73
9021M-1	UNION ST & CHAPIN ROAD	REPAIR MAIN	15,328.86
		TRANSPORTATION OH	464.27
		ADMINISTRATIVE OH	1,579.32
	UNION ST & CHAPIN ROAD Total		17,372.45
9023M-1	HILLSIDE BOOSTER STATION, 1019 IGUALA STREET	REPLACE BOOSTER C	6,398.57
		TRANSPORTATION OH	104.09
		ADMINISTRATIVE OH	650.26
	HILLSIDE BOOSTER STATION, 1019 IGUALA STREET Total		7,152.92
9024M-1	1300 RIO BLANCO ST. CITY OF MONTEBELLO	REPAIR 1" SERVICE	2,766.62
		TRANSPORTATION OH	295.94
		ADMINISTRATIVE OH	306.26
	1300 RIO BLANCO ST. CITY OF MONTEBELLO Total		3,368.82
9025M-1	2301 VIA CAMPO	REPAIR FIRE HYDRANT NO. 49	3,578.52
		TRANSPORTATION OH	260.23
		ADMINISTRATIVE OH	383.88
	2301 VIA CAMPO Total		4,222.63
9026M-1	VIA ROMA & APPIAN WAY, K CITY OF MONTEBELLO	REPAIR AIR/VAC	1,032.12
		TRANSPORTATION OH	174.49
		ADMINISTRATIVE OH	120.66
	VIA ROMA & APPIAN WAY, K CITY OF MONTEBELLO Total		1,327.27
9030M-1	937 LEXINGTON AVENUE, CITY OF MONTEBELLO	REPLACE 1" SERVICE	3,042.94
		TRANSPORTATION OH	306.79
		ADMINISTRATIVE OH	334.98
	937 LEXINGTON AVENUE, CITY OF MONTEBELLO Total		3,684.71
9038M-1	WILCOX, JEFFERSON AND LA MERCED	INSTALL 2 NEW BATTERIES TO THE RADIO COMM	2,213.63
		TRANSPORTATION OH	122.62
		ADMINISTRATIVE OH	233.62
	WILCOX, JEFFERSON AND LA MERCED Total		2,569.87
9040M-1	1001 & 1002 YORKTOWN AVE., CITY OF MONTEBELLO	REPLACE 2 - 1" SERVICES	3,633.57
		TRANSPORTATION OH	347.30
		ADMINISTRATIVE OH	398.08
	1001 & 1002 YORKTOWN AVE., CITY OF MONTEBELLO Total		4,378.95
9074M-1	7547 TELEGRAPH ROAD	REPLACE 1 - 6" FIRE HYDRANT #272	18,908.51
		TRANSPORTATION OH	370.73
		ADMINISTRATIVE OH	1,927.92
	7547 TELEGRAPH ROAD Total		21,207.16
9075M-1	8129 SLAUSON AVENUE	REPLACE 2" SERVICE	4,399.35
		TRANSPORTATION OH	272.02
		ADMINISTRATIVE OH	467.14
	8129 SLAUSON AVENUE Total		5,138.51
9082M-1	804 LIBERTY AVENUE, CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	4,962.38
		TRANSPORTATION OH	410.52
		ADMINISTRATIVE OH	537.30
	804 LIBERTY AVENUE, CITY OF MONTEBELLO Total		5,910.20
9085M-1	2727 SUPPLY AVENUE, CITY OF MONTEBELLO	REPAIR FIRE HYDRANT #201	5,564.55

		TRANSPORTATION OH	100.61
		ADMINISTRATIVE OH	566.52
	2727 SUPPLY AVENUE, CITY OF MONTEBELLO Total		6,231.68
9087M-1	837 N REVERE AVE.	REPAIR BLOW-OFF	9,544.27
		TRANSPORTATION OH	258.54
		ADMINISTRATIVE OH	980.28
	837 N REVERE AVE. Total		10,783.09
9098M-1	GAGE RESERVOIR, CITY OF MONTEBELLO	INSTALL NEW VARIABLE FREQUENCY DRIVE ON E	17,015.11
		TRANSPORTATION OH	82.37
		ADMINISTRATIVE OH	1,709.74
	GAGE RESERVOIR, CITY OF MONTEBELLO Total		18,807.22
9103M-1	7244 CONDOR AVE.	REPAIR FIRE HYDRANT 209	1,648.52
		TRANSPORTATION OH	232.60
		ADMINISTRATIVE OH	188.12
	7244 CONDOR AVE. Total		2,069.24
9104M-1	1220 & 1221 RIO BLANCO ST.	REPLACE 2 - 1" PLASTIC SERVICES	3,935.32
		TRANSPORTATION OH	280.65
		ADMINISTRATIVE OH	421.60
	1220 & 1221 RIO BLANCO ST. Total		4,637.57
9129M-1	VIEW CREST DR & E. OAKMONT DR, CITY OF MONTEBELLO	REPAIR 4" MAIN	29,202.80
		TRANSPORTATION OH	1,862.30
		ADMINISTRATIVE OH	3,106.50
	VIEW CREST DR & E. OAKMONT DR, CITY OF MONTEBELLO Total		34,171.60
9136M-1	1601 BLUFF ROAD	REPLACE 2" SERVICE	4,579.15
		TRANSPORTATION OH	383.93
		ADMINISTRATIVE OH	496.30
	1601 BLUFF ROAD Total		5,459.38
9141M-1	808 BUNKER HILL AVE., CITY OF MONTEBELLO	REPLACE 1-5/8" METER	772.03
		TRANSPORTATION OH	98.79
		ADMINISTRATIVE OH	87.08
	808 BUNKER HILL AVE., CITY OF MONTEBELLO Total		957.90
9142M-1	SYSTEM WIDE	SB-427 LEAD SERVICE LINE INVENTORY FOR THE	3,412.96
		TRANSPORTATION OH	580.20
		ADMINISTRATIVE OH	399.32
	SYSTEM WIDE Total		4,392.48
9143M-1	7709 TELEGRAPH RD.	REPLACE 6" METER	11,766.14
		TRANSPORTATION OH	69.02
		ADMINISTRATIVE OH	1,183.52
	7709 TELEGRAPH RD. Total		13,018.68
9144M-1	8016 SLAUSON AVE.	REPAIR 6" MAIN	4,284.62
		TRANSPORTATION OH	701.04
		ADMINISTRATIVE OH	498.56
	8016 SLAUSON AVE. Total		5,484.22
9146M-1	SYSTEM WIDE	CONSUMER CONFIDENCE REPORT	253.00
		ADMINISTRATIVE OH	25.30
	SYSTEM WIDE Total		278.30
9156M-1	1500 BLUFF ROAD	INSTALL NEW CHLORINE PUMP TO WELL #1	1,944.56
		TRANSPORTATION OH	64.88
		ADMINISTRATIVE OH	200.94
	1500 BLUFF ROAD Total		2,210.38
9160M-1	1437 MONTEBELLO BLVD.	REPAIR 1 - 6" FIRE HYDRANT #56	2,384.32
		TRANSPORTATION OH	63.19
		ADMINISTRATIVE OH	244.76
	1437 MONTEBELLO BLVD. Total		2,692.27
9166M-1	913 BUNKER HILL AVE.	REPLACE 1" SERVICE	3,533.92
		TRANSPORTATION OH	202.93
		ADMINISTRATIVE OH	373.68
	913 BUNKER HILL AVE. Total		4,110.53
9175M-1	1020 MADERO STREET	REPLACE 1" SERVICE	3,642.44

			TRANSPORTATION OH	306.36
			ADMINISTRATIVE OH	394.88
		1020 MADERO STREET Total		4,343.68
9180M-1	1312 CUESTA WAY		REPLACE 1" SERVICE	3,054.85
			TRANSPORTATION OH	199.11
			ADMINISTRATIVE OH	325.40
	1312 CUESTA WAY Total			3,579.36
9183M-1	1512 LOMA		REPLACE 1" SERVICE	3,223.65
			TRANSPORTATION OH	234.36
			ADMINISTRATIVE OH	345.80
	1512 LOMA Total			3,803.81
9188M-1	1406 CUESTA WAY		REPLACE 2" LANDSCAPE SERVICE	9,931.02
			TRANSPORTATION OH	170.45
			ADMINISTRATIVE OH	1,010.14
	1406 CUESTA WAY Total			11,111.61
9189M-1	3037 VAIL AVENUE		REPLACE 1" SERVICE	9,685.74
			TRANSPORTATION OH	222.03
			ADMINISTRATIVE OH	3,185.58
	3037 VAIL AVENUE Total			13,093.35
9189M-2	3037 VAIL AVENUE		INSTALL VAULT	21,948.11
	3037 VAIL AVENUE Total			21,948.11
9202M-1	737 POPLAR AVE., CITY OF MONTEBELLO		REPAIR FIRE HYDRANT 177	2,546.23
			TRANSPORTATION OH	79.10
			ADMINISTRATIVE OH	262.54
	737 POPLAR AVE., CITY OF MONTEBELLO Total			2,887.87
9203M-1	908 DURANGO ST., CITY OF MONTEBELLO		REPLACE 1" SERVICE	2,879.51
			TRANSPORTATION OH	180.81
			ADMINISTRATIVE OH	306.04
	908 DURANGO ST., CITY OF MONTEBELLO Total			3,366.36
9208M-1	1609 VIA PALERMO		REPLACE 1" SERVICE	7,027.32
			TRANSPORTATION OH	517.89
			ADMINISTRATIVE OH	754.52
	1609 VIA PALERMO Total			8,299.73
9210M-1	GAGE RESERVOIR, 1601 GAGE ROAD		REPAIR CLA-VALVE	1,671.27
			TRANSPORTATION OH	245.03
			ADMINISTRATIVE OH	191.62
	GAGE RESERVOIR, 1601 GAGE ROAD Total			2,107.92
9211M-1	837 REVERE AVE. CITY OF MONTEBELLO		REPAIR 2" BLOW OFF TO FIRE HYDRANT 415	20,039.57
			TRANSPORTATION OH	309.12
			ADMINISTRATIVE OH	2,034.86
	837 REVERE AVE. CITY OF MONTEBELLO Total			22,383.55
9215M-1	834, 835, 837 REVERE AVENUE		REPALCE 3 - 1' SERVICES	6,646.54
			TRANSPORTATION OH	124.30
			ADMINISTRATIVE OH	677.08
	834, 835, 837 REVERE AVENUE Total			7,447.92
2018 Total				317,555.07
2019	9223M-1	1428 CUESTA WAY, CITY OF MONTEBELLO	REPLACE 1" SERVICE	4,090.09
			TRANSPORTATION OH	378.34
			ADMINISTRATIVE OH	446.84
	1428 CUESTA WAY, CITY OF MONTEBELLO Total			4,915.27
9227M-1	1609 VIA NAPOLI		REPLACE 1" SERVICE	2,638.29
			TRANSPORTATION OH	194.06
			ADMINISTRATIVE OH	283.24
	1609 VIA NAPOLI Total			3,115.59
9229M-1	1834 GAGE RD.		REPAIR 10" MAIN	8,174.46
			TRANSPORTATION OH	133.01
			ADMINISTRATIVE OH	830.74
	1834 GAGE RD. Total			9,138.21
9233M-1	2301 VIA CAMPO		REPAIR FIRE HYDRANT #49	4,501.76

		TRANSPORTATION OH	141.47
		ADMINISTRATIVE OH	464.32
	2301 VIA CAMPO Total		5,107.55
9236M-1	917 ROCKY HILL AVE.	REPAIR 1" SERVICE	5,801.06
		TRANSPORTATION OH	455.96
		ADMINISTRATIVE OH	625.70
	917 ROCKY HILL AVE. Total		6,882.72
9248M-1	1313 CUESTA	REPAIR 2" LANDSCAPE SERVICE	5,347.68
		TRANSPORTATION OH	401.97
		ADMINISTRATIVE OH	574.96
	1313 CUESTA Total		6,324.61
9257M-1	1600 W BEVERLY BLVD MONTEBELLO CA 90640	REPAIR 16" PIPE	12,703.56
		TRANSPORTATION OH	296.55
		ADMINISTRATIVE OH	1,300.02
	1600 W BEVERLY BLVD MONTEBELLO CA 90640 Total		14,300.13
9262M-1&2	#N/A	REPAIR 6" WATER MAIN	15,557.58
		TRANSPORTATION OH	185.22
		ADMINISTRATIVE OH	1,574.28
	#N/A Total		17,317.08
9267M-1	821 VIEWCREST DR. CITY OF MONTEBELLO	REPAIR 4" WATER MAIN	12,690.06
		TRANSPORTATION OH	606.28
		ADMINISTRATIVE OH	1,329.64
	821 VIEWCREST DR. CITY OF MONTEBELLO Total		14,625.98
9270M-1	2023 MONTEBELLO TOWN CENTER	REPAIR 8" FIRE SERVICE	19,153.81
		TRANSPORTATION OH	618.25
		ADMINISTRATIVE OH	1,977.20
	2023 MONTEBELLO TOWN CENTER Total		21,749.26
9279M-1	1229 RIO BLANCO ST. MONTEBELLO	REPLACE 1" SERVICE	2,745.20
		TRANSPORTATION OH	158.71
		ADMINISTRATIVE OH	290.40
	1229 RIO BLANCO ST. MONTEBELLO Total		3,194.31
9280M-1	1801 GAGE ROAD CITY OF MONTEBELLO	REPAIR 2" SERVICE	4,325.60
		TRANSPORTATION OH	234.45
		ADMINISTRATIVE OH	456.00
	1801 GAGE ROAD CITY OF MONTEBELLO Total		5,016.05
9281M-1	2800 SUPPLY AVENUE, CITY OF MONTEBELLO	REPAIR 8" METER	1,764.77
		TRANSPORTATION OH	93.45
		ADMINISTRATIVE OH	185.82
	2800 SUPPLY AVENUE, CITY OF MONTEBELLO Total		2,044.04
9294M-1	806 WEST SUFFOLK AVE., CITY OF MONTEBELLO	REPLACE 1" SERVICE	3,144.03
		TRANSPORTATION OH	272.18
		ADMINISTRATIVE OH	341.62
	806 WEST SUFFOLK AVE., CITY OF MONTEBELLO Total		3,757.83
9301M-1	2925 VAIL AVENUE, CITY OF COMMERCE	REPLACE 6" FIRE HYDRANT HEAD FH#212	2,676.52
		TRANSPORTATION OH	125.69
		ADMINISTRATIVE OH	280.22
	2925 VAIL AVENUE, CITY OF COMMERCE Total		3,082.43
9303M-1	312 VIEWCREST DRIVE CITY OF MONTEBELLO	REPAIR 6" CAST IRON WATER MAIN	17,919.59
		TRANSPORTATION OH	640.44
		ADMINISTRATIVE OH	1,856.00
	312 VIEWCREST DRIVE CITY OF MONTEBELLO Total		20,416.03
9304M-1	445 HOLGER DRIVE, CITY OF MONTEBELLO	REPAIR 4" FIRE HYDRANT RUN FH#197	4,365.20
		TRANSPORTATION OH	90.56
		ADMINISTRATIVE OH	445.58
	445 HOLGER DRIVE, CITY OF MONTEBELLO Total		4,901.34
9305M-1	1445 N. MONTEBELLO BLVD., CITY OF MONTEBELLO	REPLACE 6" FIRE HYDRANT NO.37	9,240.37
		TRANSPORTATION OH	147.53
		ADMINISTRATIVE OH	938.78
	1445 N. MONTEBELLO BLVD., CITY OF MONTEBELLO Total		10,326.68

9307M-1	684 FORBES AVE, CITY OF MONTEBELLO	INSTALL 1" WATER SERVICE WITH 1" METER	2,406.94
		TRANSPORTATION OH	339.40
		ADMINISTRATIVE OH	274.64
	684 FORBES AVE, CITY OF MONTEBELLO Total		3,020.98
9318M-1	2134 TOWNCENTER DRIVE MONTEBELLO	REPAIR 16" DUCTILE IRON WATER MAIN AND RE	64,590.74
		TRANSPORTATION OH	1,396.10
		ADMINISTRATIVE OH	6,598.68
	2134 TOWNCENTER DRIVE MONTEBELLO Total		72,585.52
9331M-1	1000 TORINO ST. CITY OF MONTEBELLO	REPLACE 1" WATER SERVICE	6,235.27
		TRANSPORTATION OH	592.68
		ADMINISTRATIVE OH	682.80
	1000 TORINO ST. CITY OF MONTEBELLO Total		7,510.75
9335M-1	1517 EL CAMINO DR., CITY OF MONTEBELLO	REPLACE 1" WATER SERVICE	2,691.16
		TRANSPORTATION OH	201.52
		ADMINISTRATIVE OH	289.26
	1517 EL CAMINO DR., CITY OF MONTEBELLO Total		3,181.94
9340M-1	922 W ALFRED PL., CITY OF MONTEBELLO	REPLACE 1 - 1" SERVICE	2,908.72
		TRANSPORTATION OH	180.74
		ADMINISTRATIVE OH	308.94
	922 W ALFRED PL., CITY OF MONTEBELLO Total		3,398.40
9342M-1	1504 EL CAMINO DR., CITY OF MONTEBELLO	REPLACE 1" PLASTIC SERVICE	3,143.71
		TRANSPORTATION OH	268.49
		ADMINISTRATIVE OH	341.22
	1504 EL CAMINO DR., CITY OF MONTEBELLO Total		3,753.42
9350M-1	1316 CUESTA WAY, CITY OF MONTEBELLO	REPLACE 1" SERVICE	3,295.94
		TRANSPORTATION OH	345.54
		ADMINISTRATIVE OH	364.14
	1316 CUESTA WAY, CITY OF MONTEBELLO Total		4,005.62
9351M-1	932 W ADAMS AVE. CITY OF MONTEBELLO	REPLACE 2 - 1" SERVICES	9,489.63
		TRANSPORTATION OH	113.07
		ADMINISTRATIVE OH	960.28
	932 W ADAMS AVE. CITY OF MONTEBELLO Total		10,562.98
9356M-1	1108 N VERA CRUZ ST. CITY OF MONTEBELLO	REPLACE 1" WATER SERVICE	3,365.60
		TRANSPORTATION OH	252.83
		ADMINISTRATIVE OH	361.84
	1108 N VERA CRUZ ST. CITY OF MONTEBELLO Total		3,980.27
9359M-1	8033 SLAUSON AVE., CITY OF MONTEBELLO	REPAIR SHEARED 6" FIRE HYDRANT NO.291	1,791.59
		TRANSPORTATION OH	295.18
		ADMINISTRATIVE OH	208.68
	8033 SLAUSON AVE., CITY OF MONTEBELLO Total		2,295.45
9360M-1	909 W ROCKY HILL AVE., CITY OF MONTEBELLO	REPLACE 1" WATER SERVICE	7,544.81
		TRANSPORTATION OH	749.23
		ADMINISTRATIVE OH	829.40
	909 W ROCKY HILL AVE., CITY OF MONTEBELLO Total		9,123.44
9362M-1	913 WEST ALFRED PLACE, CITY OF MONTEBELLO	REPLACE 1" WATER SERVICE	3,349.04
		TRANSPORTATION OH	252.42
		ADMINISTRATIVE OH	360.14
	913 WEST ALFRED PLACE, CITY OF MONTEBELLO Total		3,961.60
9114M-1	HILLSIDE BOOSTER STATION, 1019 IGUALA ST.	INSTALL ELECTRICAL PANEL, CONCRETE PAD AND NEW STAND-BY GENERATOR	\$ 244,609.53
9341M-1	MONTEBELLO BLVD B/T LIBERTY & PARAMOUNT	INSTALL 2 - 2" WATER SERVICES WITH 2 - 1-1/2" METERS FOR IRRIGATION SERVICES TO ISLANDS	\$ 21,903.84
9368M-1	937 WEST ALFRED PLACE CITY OF MONTEBELLO	REPLACE 1" PLASTIC WATER SERVICE LOCARED AT 937 WEST ALFRED PL.	\$ 3,972.72
9373M-1	920 & 924 N DURANGO ST., CITY OF MONTEBELLO	REPLACE 2 - 1" PLASTIC WATER SERVICES LOCARED AT 920 & 924 N. DURANGO STREET	\$ 6,900.43

9374M-1	2839 TANAGER AVE., CITY OF MONTEBELLO	REPAIR 12" CAST IRON WATER MAIN LOCARED AT 2839 TANAGER AVENUE	\$ 4,669.03
9377M-1	928 ADAMS AVE., CITY OF MONTEBELLO	REPLACE 1" PLASTIC WATER SERVICE LOCATED AT 928 ADAMS AVENUE	\$ 6,245.12
9378M-1	1417 CUESTA WAY, CITY OF MONTEBELLO	REPLACE 1" PLASTIC WATER SERVICE LOCATED AT 1417 CUESTA WAY	\$ 6,084.54
9381M-1	1718 CHAPIN ROAD S/O UNION ST. CITY OF MONTEBELLO	REPAIR 8" MAIN LOCATED AT 1718 CHAPIN RD., SOUTH OF UNION STREET	\$ 3,893.98
9391M-1	3033 SUPPLY AVE., CITY OF MONTEBELLO	REPAIR 2" WATER SERVICE LOCATED AT 3033 SUPPLY AVENUE	\$ 2,677.68
9401M-1	932 ALFRED PLACE, CITY OF MONTEBELLO	REPLACE 1" PLASTIC WATER SERVICE LOCATED AT 932 ALFRED PLACE	\$ 5,216.39
9404M-1	1608 VIA NAPOLI, CITY OF MONTEBELLO	REPLACE 1" WATER SERVICE LOCATED AT 1608 VIA NAPOLI	\$ 3,952.28
9288M-1	7810 TELEGRAPH ROAD, CITY OF MONTEBELLO	8" METER	\$ 18,032.56
9409M-1	1100 N VERA CRUZ ST. MONTEBELLO, CA	1" SERVICE	\$ 4,684.30
9413M-1	1209 & 1212 RIO BLANCO/LIBERTY, MONTEBELLO CA	1" SERVICE	\$ 4,787.87
2019 Total			621,225.75
Grand Total			2,116,795.99

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: **Fourth Amendment to Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers for Month-to-Month Services**

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the Fourth Amendment to the Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute on the City's behalf the Fourth Amendment allowing for month-to-month service extension of the Agreement, and
- 3) Authorize the City Manager to issue a Request for Proposals (RFP) for Engineering Services.

BACKGROUND

On March 25, 2015, the City Council approved a Professional Services Agreement for City Engineering Services with Infrastructure Engineers. The Agreement was for three years, with an option for two, one-year extensions for a total maximum of five (5) years of contracted services. The first extension of the Agreement was exercised on March 22, 2018 (First Amendment) while the second extension was exercised on March 22, 2019 (Second Amendment). The third amendment was approved on December 18, 2019 adding the services needed to implement the "Paving The Way" Program.

This item was presented to the City Council on Wednesday, March 11, 2020 and was continued.

CONSIDER APPROVING A FOURTH AMENDMENT TO PROFESSIONALS SERVICES AGREEMENT NO. 3066 WITH INFRASTRUCTURE ENGINEERS

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ANALYSIS

The City requires day-to-day engineering and related services necessary to implement both the City's Capital Improvement Program and "Paving the Way" projects. Staff is requesting the City Council extend the existing Professional Services Agreement with Infrastructure Engineers (under the Fourth Amendment) allowing month-to-month service and authorize the City Manager to execute the Fourth Amendment.

FISCAL IMPACT

Appropriations required for the proposed action are currently available in the General Fund, City's Capital Improvement Program and Street Improvement Bond (or "Paving The Way") accounts:

FUND NAME	ACCOUNT NO.
General Fund	100-30-330-6040.95
Gas Tax	200-99-6040.10
Road Maintenance and Repair Account (RMRA)	201-99-6040.10
Proposition C	215-99-6040.10
Measure R	220-99-6040.10
Measure M	222-99-6040.10

SUMMARY

The City Council will consider approval of a Fourth Amendment for the Professional Services Agreement (Agreement No. 3066) for City Engineering Services with Infrastructure Engineers for month-to-month service, authorizing the City Manager to execute the Agreement on behalf of the City and authorize the City Manager to issue an RFP for Engineering Services.

ATTACHMENTS

1. Fourth Amendment
2. Agreement No. 3066 with Infrastructure Engineers

AGREEMENT NO. 3066

FOURTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Fourth Amendment to the Engineering Services Agreement by and between the City of Montebello and INFRASTRUCTURE ENGINEERS ("**Fourth Amendment**") is entered into this 25th day of March 2020, by and between Infrastructure Engineers, ("**Contractor**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "**Agreement**"), pursuant to which City retained Contractor to provide engineering services, as further described in the Agreement;

WHEREAS, the city awarded the contract to the contractor based on their qualification subsequent to a competitive selection process. The Parties, being mutually satisfied with the other Party's performance of the Agreement, extended the Agreement twice each time for one (1) additional year. The existing contract along with two extensions is valid till September 22, 2020;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of Street improvement bond funded program known as "Paving the Way" to this contract.

WHEREAS, on or about March 22, 2018, the Parties extended the Agreement based upon conditions mutually agreeable to them ("First Amendment"); and

WHEREAS, on or about March 22, 2019, the Parties extended the Agreement based upon conditions mutually agreeable to them ("Second Amendment"); and

WHEREAS, on or about December 18, 2019, the Parties included in the Agreement services necessary for the implementation of the City's "Paving The Way" Program based upon conditions mutually agreeable to them ("Third Amendment"); and

WHEREAS, the Parties desire to extend the Agreement to a month-to-month service extension based upon such terms and conditions as mutually agreed to by the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 1. Term.

This Fourth Amendment shall be deemed to have taken effect on the date of the City Council authorization. Nothing herein prevents either Party from terminating this Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement and further authorized and awarded by the City Council.

SECTION 2. Compensation.

For the Term of this Fourth Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement and as shown in Contractor's Proposal, dated January 27, 2015. However, for the design of the capital projects, the program management, studies, construction management and other ancillary services the Contractor shall submit a task order outlining the scope of the work, the schedule and compensation based on the Contractors hourly rate schedule attached as Exhibit "A".

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

SECTION 4. Federal Provisions.

When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit A and B Federal Requirements (as applicable) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS

Rene Bobadilla
City Manager

Sid Mousavi
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 3066
BY AND BETWEEN
CITY OF MONTEBELLO
AND
INFRASTRUCTURE ENGINEERS

THIS AGREEMENT ("Agreement") is made and entered into on **March 25, 2015**, by the **CITY OF MONTEBELLO**, a municipal corporation (hereinafter referred to as "CITY") and **ADVANCED APPLIED ENGINEERING, INC. DBA INFRASTRUCTURE ENGINEERS** (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide Engineering Services in the CITY;

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Request for Proposals for Engineering Services (September 30, 2014) ("Request for Proposals"), as such is set forth fully in **Exhibit "A"** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. CONTRACTOR shall provide to CITY those services that are set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the City ("Effective Date"), and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) additional years upon such terms and conditions mutually agreed upon by the Parties in writing.

SECTION 3. PERFORMANCE.

- a. CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. CONTRACTOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Contractor hereunder, in meeting its obligations under this Agreement.
- c. CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. CONTRACTOR shall have the right to retain, subject to CITY's approval, additional individuals, consultants or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of CONTRACTOR.
- e. CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by CONTRACTOR pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 4. WORK PRODUCT.

- a. CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 5. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the City Administrator.

SECTION 6. CITY SUPERVISION.

The City Administrator shall have the right of general supervision of all work performed by CONTRACTOR and shall be the CITY agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Administrator.

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within ten (10) days, said contract shall at the option of the City cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, the City may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the Contractor. The Contractor and his sureties shall be liable to the City for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination For Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the CITY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 8. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 9. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.

SECTION 10. INDEPENDENT CONTRACTOR.

a. The CONTRACTOR is and shall, at all times, remain as to the CITY a wholly independent contractor. Neither the CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of the CONTRACTOR except as expressly set forth in this Agreement. The CONTRACTOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY, CITY shall not be liable for compensation to CONTRACTOR, CONTRACTOR's employees or CONTRACTOR'S subcontractors for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. CITY shall not deduct from the Compensation paid to CONTRACTOR any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONTRACTOR. CITY shall have no responsibility to provide CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

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

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

CONTRACTOR shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONTRACTOR to comply with this section.

SECTION 13. INDEMNIFICATION.

The CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of CONTRACTOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 14. INSURANCE COVERAGE.

During the term of this Agreement, CONTRACTOR shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONTRACTOR'S performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.

CONTRACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII

in the latest edition of Best's Insurance Guide.

Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the City. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.

At all times during the term of this Agreement, CONTRACTOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. CONTRACTOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to CITY. CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

The insurance provided by CONTRACTOR shall be primary to any coverage available to CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR'S employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against the CITY.

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR'S liability or as full performance of CONTRACTOR'S duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 16. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 17. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

SECTION 18. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 19. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 20. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction

of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 21. NOTICE.

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

Danilo Batson, Director
Public Works Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dbatson@cityofmontebello.com

SECTION 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation.

CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

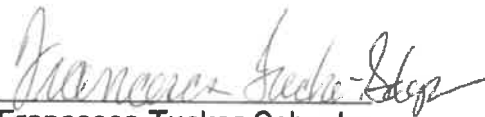
CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further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

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

SECTION 24. ENTIRE AGREEMENT.

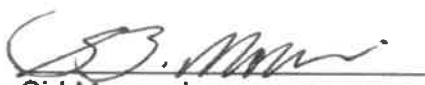
This Agreement contains the entire understanding between the CITY and CONTRACTOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO


Francesca Tucker-Schuyler
City Administrator

Dated: 3/30/2015

CONTRACTOR


Sid Mousavi
CEO

Dated: 3/30/15

ATTEST:


Daniel Hernandez
City Clerk

APPROVED AS TO FORM:


Arnold Alvarez-Glasman
City Attorney



Exhibit "A"
Request for Proposals for Engineering Services



**CITY OF MONTEBELLO
CALIFORNIA**

DEPARTMENT OF PUBLIC WORKS

**REQUEST FOR PROPOSALS
FOR
CITY ENGINEERING SERVICES**

TO PROPOSECTIVE PROPOSERS

The City of Montebello invites your firm to submit a proposal in accordance with this Request for Proposals (RFP) to provide City Engineering Services to the City. Your response to the RFP will be evaluated to determine the qualifications of your firm to provide these services. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder will be required to enter into a professional services agreement (Agreement) based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION:

October 2, 2014

THE PROJECT:

Project Name: City Engineering Services
Location: City of Montebello

THE OWNER:

Name: City of Montebello
Address: 1600 W. Beverly Blvd.,
Montebello, CA 90604
Contact: Danilo Batson, Director of Public Works
Contact Phone: (323) 887-1462
Contact E-Mail: dbatson@cityofmontebello.com

PROPOSAL CONTACT:

Any questions concerning this RFP and all correspondence must be submitted in writing via e-mail to the following contact no later than **October 29, 2014 at 5:00 pm.**

Name: Pat Angulo
Contact E-Mail: pangulo@cityofmontebello.com
Contact Phone: (323) 887-1460

With a carbon copy (or cc) to:
Danilo Batson
dbatson@cityofmontebello.com

PROPOSAL DUE DATE

Thursday, November 13, 2014 at 11:00 am.

REQUEST FOR PROPOSALS FOR CITY ENGINEERING SERVICES

RFP No. 14-18

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NOTICE INVITING SEALED PROPOSALS

FOR CITY ENGINEERING SERVICES

RFP No. 14-18

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY invites sealed proposals for the above stated project and will receive them in the offices of the City Clerk, 1600 W. Beverly Boulevard, Montebello, California 90640, and marked "**CITY ENGINEERING SERVICES**" up to the hour of 11:00 am and November 13, 2014.

The City of Montebello invites proposals from qualified and interested persons and/or firms with experience and technical qualifications related to provide Public Works Engineering Management, City Engineering, City Traffic Engineering, Public Works Inspection, Development Engineering, Capital Improvement Projects Program & Grant Management and On-Demand Professional Services, inclusive of planning, design, project management, construction management and inspection.

The Public Works Department's Engineering Division's activities also include permit administration and inspection for all activities within the public right of way, responding to developers as well as other agencies and the general public, coordinating activities and administering consultant contracts, preparation of studies and reports, legal descriptions and other right of way documents and exhibits for the City Council, City Administrator, and other City Departments.

Proposers shall be licensed to practice Civil and Traffic engineering in the State of California and be members in good standing with the California Board of Registration for Professional Engineers & Land Surveyors.

Any questions concerning this RFP and all correspondence must be submitted in writing via e-mail to the following contact no later than **October 29, 2014 at 5:00 pm**, Pat Angulo at pangulo@cityofmontebello.com, (323) 887-1460 with an emailed copy to Danilo Batson at dbatson@cityofmontebello.com.

CITY ENGINEERING SERVICES
SCOPE OF WORK

The City of Montebello, herein after referred to as "City" desires a consultant to provide the following services:

A. Public Works Engineering Management Services, as directed and determined by the Public Works Director, shall include the following:

1. Plan, organize, and direct the work of professional, technical, and office support staff within the City's Engineering Division. Coordinate activities of the Engineering Division with other City Departments.
2. Deal tactfully and professionally with others in a public service setting, multi-agency interactions and other administrative personnel.
3. Direct, manage, and assist in the review of development projects from conception to completion.
4. Make recommendations on Public Works capital improvements.
5. Provide general administrative, budgetary, engineering, planning and management assistance to the Director of Public Works.
6. Coordinate assigned functions with other City departments, government agencies and public utilities.
7. Implement City policies and procedures related to, engineering and inspection, and other Public Works related functions.
8. Provide staff support to the Director of Public Works, for City Council, Traffic and Safety Commission, and City committees, as directed. Upon request attend meetings with City Council, various City Commissions, Department Head, City staff, developers, contractors, the community and general public.
9. Exercise independent judgment, people skills, and initiative in meeting the goal of providing service to the community.
10. Function as a member of the City's management team and participate actively in addressing related engineering matters affecting the City.

B. City Engineering Services, as directed and determined by the Director of Public Works, shall include the following:

1. Oversee all matters relating to City Engineering. This will be accomplished by the establishment of regular office hours at City Hall and in conformance with the City's direction.
2. Provide appropriate support staff (onsite and offsite), i.e., Associate and Assistant Engineers, Technicians and Inspectors to meet the City's objectives.
3. Review matters pertaining to engineering to ensure that undertakings proposed and implemented by the City or others are done in a manner that protects the

City's interest and are in keeping with the City's goals and good engineering practices.

4. Be available to developers and contractors to handle matters dealing with the engineering functions of City government.
5. Provide recommendations for engineering services and practices to assure compatible and timely response to the City's needs.
6. Prepare agenda reports; progress updates, analysis and evaluations from time to time, as may be required by the Director of Public Works.
7. Oversee the issuance of Public Works permits; plan checks of projects within the public right of way, and inspection as it relates to the permit activity.
8. Advise the City of engineering and construction financing opportunities from Federal, State and Regional governmental agencies.
9. Administer projects funded by various Federal, State and Regional programs, to assure compliance requirements of each respective agency.
10. Provide general engineering consultation on items proposed by other public, non-profit or private agencies.
11. Provide special engineering reports on such matters as pedestrian and bicycle trail studies, assessment district formation, Geographic Information System (GIS) studies, National Pollution Discharge Elimination System (NPDES), Sewer Master Plan, Storm Drain Master Plan, Pavement Management Systems, etc., as authorized by the Director of Public Works.

C. City Traffic Engineering Services, as directed by the Director of Public Works, shall include the following:

1. Provide Traffic Engineering input on planning applications and projects.
2. Provide Traffic Engineering services for management of projects.
3. Supervise services related to the design, installation, and/or modification of traffic signals, signing, striping, channelization, street lighting, and other projects requiring plans, specifications or other documents prepared by a Traffic Engineer registered in the State of California..
4. Recommend priorities for traffic improvement projects and assist in the development of cost estimates and budget documents regarding such projects.
5. Supervise engineering studies of traffic operations; relating to the movement of vehicles, bicycles and pedestrians in the public right of way.
6. Prepare reports and recommendation for traffic control measures.
7. Monitor and coordinate the matters of the Traffic and Safety Commission, including the preparation of agenda items, agenda packets, Commission presentations and meeting attendance.

D. Public Works Inspection Services shall include the following:

1. Perform the day-to-day activities required to issue Public Works permits.
2. Review Public Works Improvement Plans.
3. Inspect Public Works permitted projects.
4. Inspect grading activities for developments and issue final grading certificates.

E. Development Engineering Services, as directed and determined by the Director of Public Works, shall include the following:

1. Oversee and coordinate with the City's Community Development Department; the review of proposed improvements and land development projects and provide recommendations and conditions of approval as to engineering matters to ensure compliance with all applicable laws, rules, regulations, ordinances, resolutions and policies.
2. Provide such necessary and related functions that are normal practice for the City Engineer in the review and approval of private development projects.
3. Perform the statutory functions of City Engineer, to assist in the preliminary review and checking of parcel and tract maps, and lot line adjustments to ensure conformance to applicable portions of the City's Municipal Code, California Environmental Quality Act (CEQA), City standards and the State of California Subdivision Map Act.
4. Oversee the review of improvement plans under the jurisdiction of the City; that are prepared by private developers or other agencies to ensure conformance with City design standards and regulations.
5. Review and comment on Public Improvement Plans for residential developments, and all industrial and commercial developments.
6. Review and comment of Subdivision maps.
7. Review and comment of Hydrology and Geotechnical Reports.
8. Review and comment of Traffic Impact Reports.

F. Capital Improvement Program and Grant Program Management, as directed and determined by the Director of Public Works, shall include the following:

1. Oversee the City's Capital Improvement Program and Grant Program Management.
2. Participate and provide input to the Street Ad-hoc Committee.
3. Assist in the coordination and submittal of various grants, including the preparation of monitoring reports, expenditure reports, schedules, final reports, etc.

4. Prepare schedules and reports on capital improvement projects and grants, as needed.

The following services shall be provided upon request and after written approval by the City:

A. On-Demand Professional Services – Preparations of Plans, Specifications and Estimates Services (PS&E) and Related Services, upon request submit a cost estimate for the preparation of plans, specifications and estimates required for all capital improvement projects in the City's Capital Improvement Program. At any time, the City may elect to issue a Request for Proposals for the preparation of PS&E and other related services necessary to carry-out any project in the City's Capital Improvement Program.

1. Provide all services necessary to prepare and complete plans, specifications and estimates, including surveying and compliance with Federal, State, Regional and City regulations, CEQA and project all funding sources/requirements.
2. Provide inspections services in compliance with Federal, State and Regional grants and City funds.
3. Provide Project Management for capital improvement projects. Coordinate with other departments, outside agencies, utility companies, and contractors to ensure successful completion of each CIP. Provide status reports and monthly project updates. Monitor project budgets, schedules, and work progress.
4. Provide construction management and inspection services during the course of construction of projects.
5. Prepare and submit all documentation required by Federal, State, or Regional grant funding sources, such as Caltrans E-76 forms/approval process.

As described above the City is requesting proposals for and considering entering into a contract for the following types of services. The City retains the right to decide whether or not to enter into contract all or a portion of the activities listed below, but will definitely enter into one or more contracts.

- A. Public Works Engineering Management Services**
- B. City Engineering Services**
- C. City Traffic Engineering Services**
- D. Public Works Inspection Services**
- E. Development Engineering Services**
- F. Capital Improvement Program and Grant Management Services**

REQUIRED INFORMATION AND FORMAT OF PROPOSALS

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of the following criteria, and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP. Proposals shall not exceed twenty-five (25) pages, excluding proposal cover, cover letter, table of contents, and section dividers. Do not include company brochures, marketing materials and other unnecessary materials. The format of the Proposal shall follow the outline indicated below:

- **Cover Letter**
 - a. The letter shall not exceed three (3) pages and shall serve as a letter of introduction signed by a Principal or Senior Officer of the firm.
 - b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- **Table of Contents**
- **Section 1. Company Qualifications**
 - a. Provide the firm's general qualifications, location of the office from which services will be provided when not at City Hall, licenses and certifications possessed by staff members and the firm; number of years the firm has been in business; the type of entity, the names of the firms officers, principals and owners.
 - b. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines.
- **Section 2. Specific Experience.**
 - a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Montebello addressing the scope of work identified above.
 - b. Explain the firm's or team's technical capabilities in the following areas:
 - A. Public Works Engineering Management Services**
 - B. City Engineering Services**
 - C. City Traffic Engineering Services**
 - D. Public Works Inspection Services**
 - E. Development Engineering Services**
 - F. Capital Improvement Program and Grant Management**
- **Section 3. References**
 - a. Provide at least five (5) letters of reference/recommendation. Include name of the individual or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

- **Section 4. Project Staff Qualifications**
 - a. List company and the individual team members' experience in providing similar services, including a chart that indicates name, personnel qualifications, California registration and/or certifications relevant to the type of engineering services proposed to be provided by that individual. Include the name, title and resume of the person who will be the lead/project manager and the name(s) and title(s) and resumes for the individuals that will be providing the field inspections.
 - b. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.
- **Section 5. Project Approach and Understanding**
 - a. Provide your approach to delivering City and Traffic Engineering Services in an efficient and cost effective manner. Subjects such as quality control, on-time and on-budget project delivery approach, schedule recovery approach, cost control measures, etc.
- **Section 6. Customer Service**
 - a. Describe how your firm provides for responsiveness to phone calls or email from City management and staff; and discuss your anticipated relationship with the City of Montebello and your organization.
- **Section 7. Standard Consulting Agreement / Lawsuits or Arbitration**
 - a. Include a statement regarding whether the City's standard consultant agreement is acceptable as is or whether any modification would be proposed.
 - b. List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.
- **Section 8. Engineering Staffing Cost**
 - a. Submit proposed fee to provide the following staffing level for the Engineering Division to meet the City's needs, as reflected under the **Scope of Work** contained in this RFP:

Actual Staffing To Be Provided	Weekly Hours	Monthly Hours
City Engineer	8	32
Deputy City Engineer	32	128
Sr. Associate Engineer	16	64
Administrative Support	40	160
Public Works Inspector	32	128
City Traffic Engineer	16	64
Total Weekly Staff Hours	144	
Total Monthly Staff Hours		576

- **Section 9. Additional Professional Services Fees**

- a. Provide a listing of Standard Hourly Rates for services; by type of personnel and/or service, including a listing of estimated other direct reimbursable costs. Please provide a Fee Estimate Worksheet in Excel format that covers, at a minimum, the items presented in the Table below:

ENGINEERING SERVICES RATE & COST STRUCTURE	
City Engineer	e.g. Hourly Rate
Deputy City Engineer	e.g. Hourly Rate
Sr. Associate Engineer	e.g. Hourly Rate
Administrative Support	e.g. Hourly Rate
Public Works Inspector	e.g. Hourly Rate
City Traffic Engineer	e.g. Hourly Rate

EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation of the proposals will be based upon a competitive selection process. Selection may not, however, be limited to price alone. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional City Engineering Services in a qualified, efficient, and cost-effective manner, in combination with in-house city staff resources. City management and evaluators will review all proposals in a timely manner. The candidate will be evaluated on the following criteria:

1. Proven specialized experience in the type of work to be performed, specifically including work in a city of similar size.
2. Qualifications and experience of the staff assigned by proposer to perform these services.
3. Past experience of proposer and team members with relevant county, regional, state, and federal regulatory and funding agencies.
4. Projected Annual Cost on an Hourly Rate not to Exceed basis, to perform the required services as stated in the Scope of Work.
5. Oral and written communication abilities.
6. References and performance record on similar assignments.
7. Quality of proposed scope of work, including the proposed management techniques, approach and practices for city services needs.
8. Familiarity with the City and the City locale.
9. Availability and capability to perform the engineering services described in this RFP on an ongoing basis.

Consultant must satisfy the City of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner, which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior

similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

Questions during the solicitation period must be received by email no later than October 29, 2014 at 5:00 pm. All e-mails shall be sent to:

Pat Angulo
pangulo@cityofmontebello.com

With a carbon copy (or cc) to:
Danilo Batson
dbatson@cityofmontebello.com

TERM AND CONTRACT WITH THE CITY

The selected consultant(s) will be required to enter into an Agreement with the City. The Agreement will include the final scope of work that is negotiated with the consultant. The City Administrator is the authorizing entity to issue contracts with the Montebello City Council approval, and the contract will not take effect until it is approved by the City Council and fully executed by Consultant and City.

The Term of this contract will be three (3) years with two (2) optional extensions of one (1) year each granted by the authority of the City Administrator.

SUBMITTAL REQUIREMENTS

Sealed proposals will be received in the offices of the City Clerk, 1600 W. Beverly Boulevard, Montebello, California 90640, and marked "**CITY ENGINEERING SERVICES**" up to the hour of 11:00 am on November 13, 2014.

Please submit five (5) printed copies of the proposal, and an electronic copy (PDF) of the complete proposal.

Proposals shall not exceed twenty-five (25) pages, excluding proposal cover, cover letter, table of contents, and section dividers. Do not include company brochures, marketing materials and other unnecessary materials.

All proposals must be on paper, mailed or delivered to the City of Montebello. Faxed or e-mailed proposals will not be acceptable. Proposal packages received after the due date will not be considered.

GENERAL CONDITIONS

1. The City of Montebello shall not be liable for any pre-contractual expenses incurred by any proposing firm (proponent) in response to this RFP, nor shall the proponent include such expenses as part of the proposed cost. Pre-contractual expenses include any expense incurred in preparing a proposal and negotiating any terms with the City.
2. The City reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services will be made to the proponent that is best qualified and most responsive in the opinion of the City.
3. The City reserves the right to reject any and all Proposals. The City expressly reserves the right to postpone the opening of submittals for its own convenience and to reject any and all submittals responding to this RFP.
4. Consultant must agree to indemnify, hold harmless and defend the City, its officers, agents and assigns from any and all liability or loss resulting from any suits, claims, or actions brought against the City which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
5. Consultant, at its own cost and expense, shall procure and maintain insurances as required by the Professional Services Agreement.
6. Consultant will be required to comply with all existing state and federal labor laws including those applicable to equal opportunity employment provisions and affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion.
7. Consultant is required to have in full force and effect all licenses and permits required by all applicable laws. Consultant shall obtain a City of Montebello Business License during the term of the contract.
8. Consultant, its agents, and employees shall comply with all laws, ordinances, rules and regulations of the federal and state governments, the County of Los Angeles, the City of Montebello and all governing bodies having jurisdiction applying to work done under the agreement.

9. The City reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the Consultant.
10. Consultant shall not sublet any portion of the agreement with the City without express written permission of the Director of Public Works or his designated representative.
11. The City reserves the right to review and approve the qualifications of subcontracting firms or person. Substitutions that are not approved are considered sufficient grounds for termination of contract.
12. The City, or any of its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time and work records, employment records, or other records relating to personnel employed by the Consultant. Such material, including pertinent cost accounting, financial records and proprietary data, will be kept and maintained by Consultant for a period of at least four years after completion of a Consultant's performance unless the City's written permission is given to dispose of same prior to that time.
13. All responses to this RFP shall become the property of the City of Montebello and will be retained or disposed of accordingly.
14. No amendments, additions, or alterations shall be accepted after the submission deadline.
15. All documents, records, designs, and specifications developed by the Consultant in the course of providing services to the City, shall become the property of the City. Anything considered proprietary should be designated by the Consultant.
16. Acceptance by the City of any qualification submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
17. The City reserves the right to issue written notice to all interested parties of any change in the qualifications submission schedule should the City determine, at its sole discretion, that such changes are necessary.
18. The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

City of Montebello

Department of Public Works

ENGINEERING DIVISION

PHONE (323) 887-1200

FAX (323) 887-1464

To: Prospective Bidders

From: Danilo Batson
Director of Public Works

Date: November 12, 2014

Subject: RFP for City Engineering Services, RFP No. 14-18

Addendum #1 – Extension on deadline for Bids

New deadline is November 20, 2014 @ 11:00 A.M.

Bidder's Certificate: (This Certificate must be signed and returned together with the Proposal, otherwise the submitted proposal shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #1 AND I ACCEPT THE
AFOREMENTIONED CONDITIONS.

DATE: 11/19/2014

COMPANY: Infrastructure Engineers

SIGNATURE: [Signature]

TITLE: CEO

City of Montebello

Department of Public Works

ADMINISTRATION DIVISION

PHONE (323) 887-1200

FAX (323) 887-4716

To: Prospective Bidders

From: Danilo Batson
Director of Public Works

Date: November 17, 2014

Subject: RFP for City Engineering Services, RFP No. 14-18

Addendum #2 – Responses to Inquiries

I. RESPONSES TO INQUIRIES:

- 1) Upon review of the RFP No. 14-18 for City Engineering Services, I wanted to inquire about the scope of work. In the RFP document, the City lists the scope of work in various sections. Can a firm respond to any of these sections of scope or is the City looking for a firm to provide all these services? For example, Owen Group, Inc. (Owen) can provide nearly all the services in-house, however we are unable to provide traffic engineering and inspection services. These services would require Owen to obtain a Subconsultant, which we do on multiple municipal contracts.

Answer: The City is seeking a firm that can provide all the services listed in the RFP; some services can be provided through a subconsultant.

- 2) Is it acceptable for a firm to respond and include subconsultants for the scope not provided in-house? Or, can a firm respond to only specific portions of the scope of work? Or, is the City searching for a firm that can provide all services in-house?

Answer: The City is seeking a firm that can provide all the services listed in the RFP; some services can be provided through a subconsultant. Proposals that do not address all the services requested in the RFP will be considered "Non Responsive."

- 3) We are planning on submitting a proposal for the City Engineering Services RFP and have the following question. If we are submitting a proposal for Public Works Inspection Services only, does the Project Manager need to be both a licensed Civil Engineer and Traffic Engineer?

Answer: See response to Inquiry #2.

- 4) May we obtain 1-year and 5-year CIP Budgets?
Answer: The City's Capital Improvement Budget is approved on an annual basis. Please see attached approved FY 2014-15 CIP Budget.
- 5) Has the City adopted a Complete Streets Ordinance?
Answer: No, the City has not adopted a Complete Streets Ordinance/Policy.
- 6) Is there a pavement management system available?
Answer: Yes, the City has a pavement management system.
- 7) Will the City provide selected consultant an office space at the City Hall or elsewhere?
Answer: Yes, the selected consultant will be provided office space at City Hall, in the Public Works Department, 1600 W. Beverly Blvd, Montebello, CA 90640.
- 8) The Development Engineering Services will require additional services, such as City Surveyor and Geotechnical Engineering, which are not in the scope of this RFP. Should we give the City a supplemental Fee Proposal with hourly rates in order to give the City an idea of costs? Giving a fixed cost is impossible as the fees charged will be contingent on each individual project and will be proposed on a project to project basis.
Answer: Yes, an hourly rate for specialized functions/services shall be provided in your proposal.
- 9) Should the fee proposals be submitted in separate envelopes?
Answer: No, all fee proposals shall be submitted as part of the proposal submittal.
- 10) Does the City have the dates in which the City will short list the qualified companies, dates for the oral interviews, and dates that the City plans on awarding the contract?
Answer: Not at this time; however, the City intends to move as quickly as possible with an award for services.
- 11) What is the amount for the City's current contract for engineering services?
Answer: The City's current contract for engineering services is \$342,576.
- 12) Is there any Addenda for "City Engineering Services, RFP No. 14-18"? We checked City's web-site, and no addenda was posted. If there is any Addenda, or any additional information provided to the proposers, can you also e-mail to us?
Answer: Yes, there is. See Addendum #1 and #2 on the City's website.
- 13) Also, the RFP limits the total proposal pages to 25 pages, excluding proposal cover letter, table of contents, and section dividers. If we reference letters, can the reference letters be also excluded from the 25 page limit?
Answer: Yes, the reference letters are excluded from the 25 page limit. The following change or modification is made to RFP No. 14-18:

"Proposals shall not exceed twenty-five (25) pages, excluding proposal cover, cover letter, table of contents, ~~and~~ section dividers, and reference letters. Do not include company brochures, marketing materials and other unnecessary materials."

14) Is the page limit absolute at 25 pages?

Answer: See response to Inquiry #13.

15) Can we add a small appendix?

Answer: See response to Inquiry #13.

16) Are the reference letters counted in the page count?

Answer: See response to Inquiry #13.

17) Are the cost proposal and rate sheets part of the page count?

Answer: Yes, the cost/fee proposal is part of the proposal and as such part of the page count.

18) Will there be answers to any questions and will the website be updated to reflect that the RFP is still open until the 20th?

Answer: Yes, Addendum #2 includes responses to all written inquiries received. Addendum #1 extended the proposal deadline to November 20, 2014 at 11:00 a.m.

19) Will the City issue any responses to questions?

Answer: Yes, Addendum #2 includes responses to all written inquiries received.

20) Also, can you please exclude any reference letters from 25 page limitation?

Answer: See response to Inquiry #13.

Bidder's Certificate: (This Certificate must be signed and returned together with the Proposal, otherwise the submitted proposal shall be considered incomplete.)

I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM #2 AND I ACCEPT THE AFOREMENTIONED CONDITIONS.

DATE: 11/19/2014

COMPANY: Infrastructure Engineers

SIGNATURE: [Signature]

TITLE: CEO

CITY OF MONTEBELLO												
APPROVED FY 2014-2015 CAPITAL IMPROVEMENT PROJECT BUDGET												
6/15/2014												
	GAS TAX		PROPOSITION C	CARRY OVER		CARRY OVER	GRANT	STP-L	CDBG	PROP A EXCHANGE	TDA-3	TOTAL PROJECTED REVENUES
PROJECTED PROP C AND MEASURE R REVENUE FOR FY 2014-15 BASED ON METRO'S ESTIMATE OF ALLOCATIONS	\$86,226		\$917,723		\$886,301		\$0	\$189,000	\$291,110	\$380,000	\$41,703	\$2,594,063
FY 2014-2015 CAPITAL IMPROVEMENT PROJECT BUDGET												
LOCATION	GAS TAX	CARRY OVER	PROPOSITION C	CARRY OVER	MEASURE R	CARRY OVER	GRANT					TOTAL PROJECT COST
BEVERLY BOULEVARD IMPROVEMENTS - VIA ALTAMIRA TO VIA VAL VERDE (Construction)							\$274,718	CO				\$274,718
BLUFF ROAD - UPPER TO WHITTIER												\$190,985
FLOTTA STREET IMPROVEMENTS FROM WEST CITY LIMITS TO VAIL (Construction)			\$440,700	CO								\$440,700
GARFIELD AVENUE IMPROVEMENTS, PHASE II (Construction)			\$1,099,836	CO								\$1,099,836
MONTEBELLO WAY TRAFFIC SIGNAL IMPROVEMENT FROM MINES TO OLYMPIC			\$135,000	CO			\$878,577	CO				\$814,577
WASHINGTON BLVD - PHASE II, EAST CITY LIMIT TO GREENWOOD (Construction/Administration) (NEW)			\$303,875	CO								\$303,876
ALLEY TWO VIA ALTAMIRA B/W VIA PASEO TO VIA ALTAMIRA (NEW)			\$901,723					\$189,000		\$54,040		\$1,144,763
ALLEY SIX LOS ANGELES AVENUE B/W PARK AND MAPLE (NEW)									\$108,375			\$108,375
VAIL AVENUE STREET IMPROVEMENTS B/W WHITTIER TO OLYMPIC (NEW)	\$50,215								\$95,280			\$95,280
WESTMORELAND DRIVE STREET IMPROVEMENTS - B/W WILCOX TO VAIL (NEW)									\$117,455	\$97,971	\$41,703	\$307,344
VIA LUNETO STREET & SEWER IMPROVEMENTS - VIA CORONA TO MADISON (NEW)												\$488,070
RAYWOOD AVENUE STREET IMPROVEMENTS - LINCOLN TO FORBES (NEW)										\$41,869		\$242,100
CONCRETE PROGRAM ADA ACCESS RAMPS										\$188,120		\$188,120
CITYWIDE SIDEWALK AND POTHOLE REPAIRS												\$58,922
CONCRETE PROGRAM ADA ACCESS RAMPS												\$145,998
FEASIBILITY STUDY - ACE PROJECT												\$58,922
RECREATIONAL FIELD TRIPS			\$25,000									\$53,976
SGV COG PARTICIPATION			\$20,000									\$25,000
GATEWAY COG PARTICIPATION			\$16,000									\$20,000
TRAFFIC ENGINEERING STUDIES	\$36,011											\$19,000
ADMINISTRATIVE OVERHEAD (PROP C & MEASURE R)			\$157,000									\$40,000
CARRYOVER FUNDS FROM FY 13-14			\$2,131,411				\$954,295			\$0	\$0	\$207,000
PROPOSED NEW FY 2014-2015 FUNDS REQUIRED	\$86,226		\$917,723				\$0	\$189,000	\$291,110	\$380,000	\$41,703	\$2,594,063
PROPOSED FISCAL YEAR 2014-2015 GRAND TOTAL	\$86,226		\$3,099,134		\$1,250,993		\$954,295	\$189,000	\$291,110	\$380,000	\$41,703	\$5,292,461

Exhibit "B"
Schedule of Compensation



INFRASTRUCTURE ENGINEERS

1815 E. Heim Ave., Ste. 100
Orange, CA 92865
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infeng.co

January 27, 2015

Mr. Danilo Batson
Director of Public Works
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: **Monthly and Annual Cost for Staff - Current Staff Level**

Dear Mr. Batson:

Thank you for the opportunity to interview to continue providing City Engineering Services to the City of Montebello.

Per your request, the monthly and annual cost for the staff will be as follow:

Position	Weekly Hours	Annual Hours	20% Discounted Rate for Montebello	Annual Cost
City Engineer	32	1,664	119	\$198,016
Sr. Associate Engineer	16	832	78	\$64,896
Administrative Assistant	32	1,664	55	\$91,520
Public Works Inspector	16	832	60	\$49,920
City Traffic Engineer	16	832	112	\$93,184
Total Annual Cost				\$497,536
Average Monthly Cost				\$41,461

Since the City has twelve (12) Holidays and City Hall is closed on Holidays, the annual hours of City Engineer, Administrative Assistant, and Public Works Inspector can be adjusted to reflect actual hours, per chart below:

Position	Weekly Hours	Annual Hours	Holiday Hours	Adjusted Annual Hours	20% Discounted Rate for Montebello	Adjusted Annual Cost
City Engineer	32	1,664	96	1,568	119	\$186,592
Sr. Associate Engineer	16	832	--	832	78	\$64,896
Administrative Assistant	32	1,664	96	1,568	55	\$86,240
Public Works Inspector	16	832	96	736	60	\$44,160
City Traffic Engineer	16	832	--	832	112	\$93,184
Total Annual Cost						\$475,072
Average Monthly Cost						\$39,589



**INFRASTRUCTURE
ENGINEERS**

1815 E Heim Ave., Ste. 100
Orange, CA 92865
Tel: (714) 940-0100
Fax: (714) 940-0700
www.infeng.co

Thank you again for giving Infrastructure Engineers the opportunity to be of service to the City of Montebello. We greatly appreciate your trust and confidence in our firm and we look forward in continuing to provide the City and its community with excellent service. Please note that the position hours listed above and hourly rate proposed are subject to negotiation after the process of the most qualified firm is confirmed. Infrastructure Engineers as a business partner have always strived to provide the most economical services to the City of Montebello.

Should you need additional information, please contact me at (714) 940-0100, ext. 5555.

Respectfully submitted,

Sid Mousavi, P.E.
President and Chief Executive Officer

AGREEMENT 3066

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS, INC.

This First Amendment to the Engineering Services Agreement by and between the City of Montebello and INFRASTRUCTURE ENGINEERS, INC ("First Amendment") is entered into this 22th day of March 2018, by and between Infrastructure Engineers, Inc., ("Contractor") and City of Montebello ("City"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, Inc., dated March 22, 2015 (the "Agreement"), pursuant to which City retained Contractor to provide engineering services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) year term (First Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions as mutually agreed to by the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 1. Term.

This First Amendment shall be deemed to have taken effect on the date of execution of the Agreement. Nothing herein prevents either Party from terminating this First Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

SECTION 2. Compensation.

For the Term of this First Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement and as shown in Contractor's Proposal, dated January 27, 2015.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS, INC.



Andrew G. Pasmant
Acting City Manager



Sid Mousavi

ATTEST



Irma Barajas, City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



May 3, 2018

Andrew Pasmant
Acting City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Engineering Services Agreement No. 3066 – Contract Extension (First Amendment)

Dear Mr. Pasmant,

It is with great pleasure for Infrastructure Engineers to be serving and providing Engineering Services to the City of Montello and its community.

This letter is to confirm our earlier request on March 1, 2018 to extend our contract Agreement No. 3066 that was ending on March 25, 2018. We would like to request the City to extend our contract for another year to March 25, 2019, in compliance under Section 2 "Term" of the Agreement.

Infrastructure Engineers looks forward to serving the City of Montebello and its community for many years to come.

Respectfully,

Farzad Dorrani, MS
Chief Executive Officer

Cc: Danilo Batson, Assistant City Manager
Arnold Alvarez-Glasman, City Attorney

FD/om





April 24, 2018

Irma Barajas
City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: First Amendment to Engineering Services Agreement No. 3066

Dear Ms. Barajas:

Enclosed please find two (2) signed copies of the above referenced Agreement. Please forward a copy of the fully executed Agreement back to my attention.

If additional information is needed, please feel free to contact me at (714) 940-0100, Extension 5032.

Sincerely,

Farzad Dorrani, MS
Chief Executive Officer

Encl: (2) Sets of Agreement

FD/om

*Normally, the proposal is
attached to the Amendment.
Who has the proposal?*

AGREEMENT 3066

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS, INC.

This First Amendment to the Engineering Services Agreement by and between the City of Montebello and INFRASTRUCTURE ENGINEERS, INC ("**First Amendment**") is entered into this 22th day of March 2018, by and between Infrastructure Engineers, Inc., ("**Contractor**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, Inc., dated March 22, 2015 (the "**Agreement**"), pursuant to which City retained Contractor to provide engineering services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) year term (First Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions as mutually agreed to by the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 1. Term.

This First Amendment shall be deemed to have taken effect on the date of execution of the Agreement. Nothing herein prevents either Party from terminating this First Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

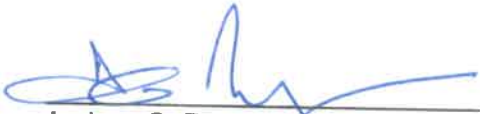
SECTION 2. Compensation.

For the Term of this First Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement and as shown in Contractor's Proposal, dated January 27, 2015.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

A blue ink signature of Andrew G. Pasmant, consisting of a stylized 'A' and 'P' followed by a horizontal line.

Andrew G. Pasmant
Acting City Manager

INFRASTRUCTURE ENGINEERS, INC.

A blue ink signature of Sid Mousavi, consisting of a stylized 'S' and 'M' followed by a horizontal line.

Sid Mousavi

ATTEST

A blue ink signature of Irma Barajas, consisting of a stylized 'I' and 'B' followed by a horizontal line.

Irma Barajas, City Clerk

APPROVED AS TO FORM

A blue ink signature of Arnold M. Alvarez-Glasman, consisting of a stylized 'A' and 'G' followed by a horizontal line.

Arnold M. Alvarez-Glasman
City Attorney



**INFRASTRUCTURE
ENGINEERS**

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

May 3, 2018

Andrew Pasmant
Acting City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Engineering Services Agreement No. 3066 – Contract Extension (First Amendment)

Dear Mr. Pasmant,

It is with great pleasure for Infrastructure Engineers to be serving and providing Engineering Services to the City of Montello and its community.

This letter is to confirm our earlier request on March 1, 2018 to extend our contract Agreement No. 3066 that was ending on March 25, 2018. We would like to request the City to extend our contract for another year to March 25, 2019, in compliance under Section 2 "Term" of the Agreement.

Infrastructure Engineers looks forward to serving the City of Montebello and its community for many years to come.

Respectfully,

Farzad Dorrani, MS
Chief Executive Officer

Cc: Danilo Batson, Assistant City Manager
Arnold Alvarez-Glasman, City Attorney

FD/om





April 24, 2018

Irma Barajas
City Clerk
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: First Amendment to Engineering Services Agreement No. 3066

Dear Ms. Barajas:

Enclosed please find two (2) signed copies of the above referenced Agreement. Please forward a copy of the fully executed Agreement back to my attention.

If additional information is needed, please feel free to contact me at (714) 940-0100, Extension 5032.

Sincerely,

Farzad Dorrani, MS
Chief Executive Officer

Encl: (2) Sets of Agreement

FD/om

Normally, the proposal is
attached to the Amendment.
Who has the proposal?

AGREEMENT 3066

SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS, INC.

This Second Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS, INC., ("**Second Amendment**") is entered into this 22th day of March 2019, by and between Infrastructure Engineers Inc., ("**Consultant**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, Inc., dated March 22, 2015 (the "**Agreement**"), pursuant to which City retained Consultant to provide building and safety staff services, as further described in the Agreement;

WHEREAS, on or about March 22, 2018, the Parties executed the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the Agreement for an additional one (1) year term (Second Amendment) based upon conditions mutually agreeable to them; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions, as mutually agreed to by the Parties.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 1. Term.

This Second Amendment shall be deemed to have taken effect on the date of expiration of the First Amendment, and shall terminate on March 22, 2020 (the "**Term**"). Nothing herein prevents either Party from terminating this Second Amendment prior to

expiration of the Term hereof or any subsequent Renewal Term as provided in Section 2 of the Agreement.

SECTION 2. Compensation.

For the Term of this Second Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Term, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

INFRASTRUCTURE ENGINEERS, INC.



Paul Talbot
Acting City Manager



Sid Mousavi

ATTEST



Irma Barajas, City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



**INFRASTRUCTURE
ENGINEERS**

3060 Saturn Street, Suite 250
Brea, CA 92821
Tel.: (714) 940-0100
Fax: (714) 940-0700
www.infrastructure-engineers.com

March 6, 2019

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

RE: Engineering Services Amendment No. 3066 – Contract Extension (Second Amendment)

Dear Mr. Batson,

It is with great pleasure for Infrastructure Engineers to be serving and providing Engineering Services to the City of Montebello and its community.

This letter is to confirm the request on February 27, 2019 to extend our contract Agreement No. 3066 that was ending on March 25, 2019. We would like to request the City to extend our contract for another year to March 25, 2020, in compliance under Section 2 "Term" of the Agreement.

Infrastructure Engineers looks forward to serving the City of Montebello and its community for many years to come.

Respectfully,

Douglas Benash, PE, QSD
Vice President, City Engineering

AGREEMENT NO. 3066

THIRD AMENDMENT TO ENGINEERING SERVICES AGREEMENT (AGREEMENT NO. 3066) BY AND BETWEEN THE CITY OF MONTEBELLO AND INFRASTRUCTURE ENGINEERS

This Third Amendment to the Engineering Services Agreement by and between the CITY OF MONTEBELLO and INFRASTRUCTURE ENGINEERS ("Third Amendment") is entered into this December 18, 2019, by and between Infrastructure Engineers, ("Consultant") and City of Montebello ("City"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Agreement for Engineering Services by and between the City of Montebello and Infrastructure Engineers, dated March 22, 2015 (the "Agreement"), pursuant to which City retained Consultant to provide engineering services, as further described in the Agreement;

WHEREAS, the City awarded the contract to the Consultant based on their qualification subsequent to a competitive selection process;

WHEREAS, on or about March 22, 2018, the Parties executed the Agreement for an additional one (1) year term via the First Amendment;

WHEREAS, on or about March 22, 2019, the Parties executed the Agreement for an additional one (1) year term via the Second Amendment;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to add the implementation of Street improvement bond funded program known as "Paving the Way" to this contract.

WHEREAS, The City Council by the unanimous vote on August 28, 2019 authorized the City Manager to negotiate an amendment to the exiting Agreement to facilitates implementation of a Street Improvement Bond to be implement over a three-year period; and

WHEREAS, Section 2 of the Agreement provides that the Parties may agree in writing to amend the Agreement upon such terms and conditions as mutually agreed to by the Parties;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 2. Compensation.

For the Term of this Third Amendment, Consultant shall be compensated at the annual rate set forth in the Agreement and as shown in Consultant's Proposal, dated January 27, 2015. However, for the design of the capital projects (Paving The Way), the program management, studies, construction management and other ancillary services the Consultant shall be compensated at the rate and in an amount not to exceed \$895,107 per Consultant's proposal dated October 27, 2019, hereto attached as Exhibit "A" to this Amendment.

SECTION 3. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO



René Bobadilla
City Manager

INFRASTRUCTURE ENGINEERS



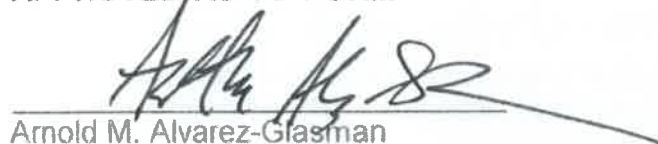
Sid Mousavi
CEO

ATTEST



Irma Barajas
City Clerk

APPROVED AS TO FORM



Arnold M. Alvarez-Glasman
City Attorney



October 27, 2019

Danilo Batson
Public Works Director
1600 W Beverly Blvd.
Montebello, CA 90640

Subject: Proposal to Provide Engineering Services to the City of Montebello's Paving the Way Program – Planning, Design, Project Management, Construction Management and Outreach

Dear Mr. Batson,

Infrastructure Engineers is pleased to partner with the City of Montebello to plan and develop a strategy for the implementation of the "Paving the Way" Fiscal Years (FYs) 2019-2020 program. We have been proudly assisting the City for many years with improvements and rehabilitation of roadways and alleys. Because of this valued relationship, we take personal interest in continuing to assist the City in maintaining and improving its infrastructure and implementing programs that enhance the community's safety and wellbeing.

Scope of Work

Infrastructure Engineers will provide all necessary services to achieve the City's goals for the program. This work includes all services held for the 2019-2020 area designated FY, but is not limited to the tasks outlined here.

Task 1: Planning & Strategy Development

The undertaking of the "Paving the Way" program requires the development of a strategy that will establish an efficient roadmap to initiate and navigate the program. This includes dividing the identified street based on standard pavement preservation method categories-reconstruct, resurface or rehabilitate.

For example, streets that have drainage issues or require total reconstruction will be required to have a topographical survey and a geotechnical investigation conducted to provide a proposed flowline on a profile in a set of detailed plans to appropriately address both pavement and drainage issues. However, streets that maintain a healthy flow of drainage and do not need total reconstruction will only require a geotechnical investigation to determine the thickness of existing pavement section and not a topographical survey.

By classifying the streets into separate categories, Infrastructure Engineers will streamline the design of streets that require no survey. This category of streets will not require detailed plans and can be designed and constructed much faster by utilizing exhibits typical profile and tables within the specifications to call out improvements.

Within this category, Infrastructure Engineers' strategy would involve grind and overlay or asphalt rubber aggregate membrane (ARAM).

Within the category of streets that requires detailed surveying geotechnical investigation as well as plans and specifications. The strategy would involve grind and overlay, ARAM or total reconstruction. The pavement analysis and alternate rehabilitation strategies will include budget analysis to complete as much of the street improvements within the fixed project budget as possible.

The project consists of pavement rehabilitation, ADA improvements, sidewalk, cross gutter, driveway approach, manhole adjustment, curb and gutter improvements, roadway safety improvements, traffic control, and signing and striping. Each street shall have its own detailed scope of work and schedule. It will be our engineer's aim to minimize the limits of concrete work in order to maximize the paving dollars.

Infrastructure Engineers is committed to ensuring that projects are completed on schedule and within budget; however, we realize that schedules can be impacted by unexpected issues and occurrences. In these cases, Infrastructure Engineers' policy is to commit the necessary resources to the project to bring the project back on schedule. Resources are allocated as needed without additional cost to the City. When the planning and strategy development phase is analyzed, the City will have the distribution of streets with rehabilitation strategy assigned to it. Also, a preliminary cost estimate for each street will be developed.

Task 2: Design Activities

Phase 1 – Streets that are free of drainage deficiency

This list of streets will be designated as the first list of streets to be rehabilitated. The streets will not need any land surveying and with some geotechnical work (pavement coring) the existing asphalt thickness and state of substructure can be identified. Infrastructure Engineers will prepare one sets of specifications with necessary charts and sketches, along with a cost estimate and bid schedule. The design engineer, upon consultation with City staff, will identify the streets that can be rehabilitated using traditional grind and overlay or ARAM strategy.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

In conjunction with information researched, we will notify affected utility companies of the impending project. Surface features requiring adjustment will be identified and coordinated with the corresponding utility company. This includes preparing Utility Information Requests, Prepare to Relocate Notices, and Notices to Relocate, as defined by the City. This task will begin immediately upon receiving Notice to Proceed to ensure due diligence and follow-through with the utility companies.

Infrastructure Engineers' staff will initiate the three-step notification process early in the design process and will identify conflicts to meet the City's schedule. We are aware of the City's concerns about resolution of any and all possible conflicts impacting the project schedule. We will dedicate ourselves to making sure there will be no such delays by beginning this process immediately.

Geotechnical Investigation

Infrastructure Engineers will provide a report of geotechnical investigation to determine the thickness of existing asphalt material and type of existing base materials. The geotechnical report will include recommendations for proposed pavement structural section based on the City's recommended traffic indexes for streets and alleys.

Specifications and Estimates

Our design team will prepare complete construction documents per the City's instructions. This task will cover all required work as described below:

Final Specifications and Estimates: Infrastructure Engineers will provide professional services to complete all streets that require only grind & overlay or ARAM. One Final submittal of specifications with cross sections of pavement recommendations and detailed tables for concrete repairs will be provided to the City on October 31, 2019 so that construction may begin soon after the City advertise the project for bids.

Phase 2 – Streets needing plans and specifications

Based on the analysis of field documents, geotechnical investigation and drainage issues, the design engineers will identify the streets that are needing traditional reconstruction or ARAM. A complete list of ARAM projects will be identified and specified.

Record Research

Infrastructure Engineers will perform a comprehensive field investigation to document and verify existing conditions. This includes visually identifying and field-marking distressed pavement areas recommended for removal and replacement. This effort will also entail review of street drainage characteristics, general rideability, surface utility features, and other visual constraints within the project limits. In addition, substandard driveways and damaged curbs, gutters, and sidewalks will be noted. At the conclusion of this task, a comprehensive concept plan report will be compiled, including documented findings and photographs. Copies of the labeled photographs will be provided to the City. The intent of this report is to obtain the City's concurrence with proposed improvements before proceeding with the design.

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Infrastructure Engineers' staff will initiate the three-step notification process early in the design process and will identify conflicts to meet the City's schedule. We are aware of the City's concerns about resolution of any and all possible conflicts impacting the project schedule. We will dedicate ourselves to making sure there will be no such delays by beginning this process immediately.

Land Surveying

Infrastructure Engineers will provide engineering surveying support services to prepare the base maps to be used in the project's design, including electronic Computer-Aided Design (CAD) files for streets that will require total reconstruct or have drainage issues. This will include record collection, establishment of horizontal and vertical controls, additional needed surveying, monument and centerline tie preservation, and establishment of temporary benchmarks.

Geotechnical Investigation

Infrastructure Engineers will provide a report of geotechnical investigation to determine the thickness of existing asphalt material and type of existing base materials. The geotechnical report will include recommendations for proposed pavement structural section based on the City's recommended traffic indexes for streets and alleys.

Plans, Specifications and Estimates

Our design team will prepare complete construction documents per the City's instructions. This task will cover all required work as described below.

50% Plans and or Specifications: Infrastructure Engineers will prepare preliminary design plans for the project to include all the City's goals and needs. During this process, extensive coordination will be conducted to meet the City's requirement for the project and stakeholders' approval. These services include, but are not limited to preparation of a base map showing detail of existing conditions, existing utility locations, and proposed design concept and solutions for the project.

90% and 100% Plans, Specifications and Estimates: After City's approval of the preferred design for the proposed project, Infrastructure Engineers will provide professional services to complete all items as outlined, including all deliverables.

Based on the approved preliminary plans and or specifications, Infrastructure Engineers will prepare final design documents at the 90% and 100% completion stages for City review and approval. At each submittal, previous comments will be incorporated in the design documents for the City's review.

All plans will be prepared in CAD and will be approved by state of California registered civil engineers. In addition to signed and sealed Mylar drawings, electronic copies of the plans will be delivered to the City for its records. We use Civil3D software in our design department to achieve project schedule goals and a higher quality of work. In preparation of the plans, we will follow Standard Plans for Public Works Construction as well as all available City standards, and any other applicable state and federal codes.

Specifications: Infrastructure Engineers will prepare a comprehensive set of technical specifications using Standard Specifications (boiler plate) from the City, with all amendments and templates and, where needed, additional language from the latest edition of Standard Specifications for Public Works Construction will be added. Bid items required by the plans or otherwise needed to accomplish project construction will be thoroughly described in the Special/Technical Provisions and included in the contractor's bid list. Technical provisions will contain adequate detail in coordination with the plans and will reference the appropriate standard specifications. Each item of work will be covered, and a measurement and payment clause will be included. At the 90% and 100% stages, a copy of Special Provisions will be provided to the City for review.

Engineer's Estimates: Infrastructure Engineers will prepare a quantity takeoff and construction cost estimate for verification of project budget and guidance during the design phase. Measurement of units will be contained in the cost estimate and specifications with additional detail for lump sum items, as necessary. Because of the variability in construction material prices, we will, at the time of each submittal of cost estimates, verify our database for construction cost items with general contractors, manufacturers, or material suppliers. Backup information will be submitted along with the estimate for City records and concurrence. The cost estimates will be prepared and submitted to the City at preliminary design stage and at 90% and 100% completed stages. Hard copy on 8.5-inch by 11-inch sheets, and an electronic copy, of the cost estimates will be delivered to the City for its records.

Record Drawings (As-Builts)

Infrastructure Engineers will provide a complete set of revised original tracings to the City, showing as-built conditions, within 60 days of completion and acceptance of the project. Revisions will be solely based on as-built information provided by the City's Project Manager and the contractor. Infrastructure Engineers will assume no responsibility for the accuracy of the information provided by the City's Construction Manager and the contractor.

Task 3: Project Management

Infrastructure Engineers will provide project management during the entire course of the project. This will include, but not be limited to a kick-off meeting, project development and design review meetings (weekly or bi-weekly), preparation of design documents, progress meetings, preparation of agendas and minutes, preparation and updates of project schedule, and project cost management. Infrastructure Engineers will ensure that all design elements required by the City and other governing agencies are addressed at various stages of the work.

An initial kick-off meeting of design team members and City staff will be convened to review and confirm the detailed project scope, construction objectives, and other pertinent project details. During this meeting, design criteria and parameters will be discussed and established for each of the various elements that will be incorporated into the project. In addition, when Infrastructure Engineers has prepared its preliminary plans, a meeting will be set with the City to review, in detail, and finalize project work to the City's satisfaction. Infrastructure Engineers will communicate with City staff as necessary to coordinate the project design. For all meetings, agendas and notes will be prepared by Infrastructure Engineers to summarize issues to be discussed and for distribution to City staff.

In addition to the initial project definition and program development meeting, continuous coordination and updates will be conducted by Infrastructure Engineers with City staff. This includes a bi-weekly conference meeting and written bi-weekly project status reports using the City's format.

Bid Phase

Preparation of accurate and complete bid documents is a very important aspect of ensuring successful delivery of construction projects. Infrastructure Engineers' project managers realize that reaching out to a large pool of contractors and obtaining timely responses to contractors' requests for information (RFIs) are important facets of a comprehensive bidding exercise. Infrastructure Engineers will provide engineering support services during the bidding phase of the project, upon City's approval. This includes providing clarification of design documents, responding to contractors' RFIs, tabulation of RFIs and responses, and preparing addenda, if needed (up to three addenda). These tasks will be diligently completed to ensure that projects will properly transition to the construction phase, as outlined in the program's master schedule.

Construction Phase

Infrastructure Engineers' Project Manager will coordinate with the City to attend the preconstruction meeting, job walk, and job-site meetings, and will provide field recommendations during construction when required by the City. The Infrastructure Engineers team will be ready to respond to all RFIs, attend meetings, and the review of material mix designs, and review submittals and shop drawings. A tabulated response to all RFIs will be submitted to the City. If changes occur that require revisions to the plans or special provisions, our design team will modify the project plans or special provisions, as required by the City. This also includes field observations and construction inspection services. The following subsections present detailed work that will be done as part of this task:

Responding to RFIs during Construction: Infrastructure Engineers' Construction Manager will receive, review and respond to the contractor's RFIs in a timely manner to ensure the contractor's flow of work. Our reporting systems have built-in mechanisms to expedite the flow of information and ensure that no issues are inadvertently overlooked. For instance, the RFI log will automatically highlight any RFI that has remained unprocessed for a period of three days. That way we can immediately respond to the RFI and eliminate a potential contractor claim for the delay. The change order and submittal logs have similar mechanisms to alert our project team to act on issues before they become problems. Infrastructure Engineers will require

the successful contractor to provide project information to the project team in an approved format. Infrastructure Engineers will make sure this requirement is a part of the instructions to bidders.

Review of Submittals: Infrastructure Engineers will review the contractor's submittals and shop drawings to ascertain compliance with bid documents. The submittal logs will be initiated and maintained.

Controlling Change Orders (As Required): In performing our analysis of change orders, Infrastructure Engineers' attention is focused on determining whether or not an alleged change is merely a clarification; if it is a change, we find out if it is necessary. Lastly, we determine how much added value, if any, is given to the project by making the change and which party is responsible. Every pending change involving time or cost will be evaluated in a timely manner. Infrastructure Engineers' recommendations will be given to the City to facilitate timely and well-informed decisions. We will assist the City in negotiating with the contractor to ensure the City receives a fair price for all change orders.

Task 4: Construction Management and Inspection

Construction Management

Reviewing the construction processes from start to finish during pre-construction phase will identify obstacles before a project is actually built, thus reducing or preventing errors, delays, and cost overruns. The first step to providing construction management and inspection services is the constructability review.

Constructability Review

The main goal of the constructability review is to identify areas of the project where potential change orders can occur. Upon the City's request, the construction manager will work with the design engineer and contractor to minimize or eliminate potential change order issues. The constructability review will enhance the construction manager's ability to manage the project and keep surprises to a minimum.

The construction manager will review the items listed below to identify any potential constructability issues or conflicts.

- Project Design Plans: Identify the limits and scope of the project.
- Specifications: Review the general conditions of the project, including construction materials, methods of construction, and installation required.
- Quantity Estimates: Ensure the contractor completes all specified quantities in the bid package, unless otherwise noted by the City.
- Contract: Review the contract terms to confirm the contractor is abiding by all requirements.
- Identify High-Risk Locations (schools, businesses, high-density residential areas, etc.): Based on our experience, construction near these high-risk locations can be problematic for both the contractor and project stakeholders. Locating these areas will provide the project with the highest degree of success. A plan of action will be developed with the contractor to mitigate risk, avoid construction delays and claims, and reduce complaints from the public.
- Obtain Trash Pickup and Street Sweeping Schedule: These are services provided on a routine basis (weekly, bi-weekly, etc.) that involve the public right-of-way. Identifying these schedules and where these services are provided will help the contractor schedule their work with the least amount of disruption to these services being provided to residents and businesses.
- Agency Coordination: Identifying major stakeholders, their level of involvement, and coordinating project schedules with them.
- Submittals: Identifying and tracking contractor's submittals using a spreadsheet.

Pre-construction Conference Review

All relevant project staff will be identified and requested to attend the Pre-construction Conference. Ideally, the items listed below will be discussed:

- Issuance of Notice to Proceed to contractor
- Move-in/mobilization period for the contractor
- Contractor's schedule
- Point of contact – chain of command
- Submittals and requests for information (RFIs)
- Review of contractor's traffic control plans for project
- Working hours
- Site safety
- National Pollutant Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plans (SWPPP) submittal and review
- Schedule of future meetings with contractor
- Weekly status reports
- Budget reports
- Schedule updates
- Design clarifications and change orders
- Progress payments
- Public relations – project notification to residents and businesses
- Labor compliance
- Contact numbers of critical services (Sheriff, Fire Department, trash collection, street sweeping, school district, etc.)

Surveying and Construction Staking

If requested by the City, necessary surveying and construction staking will be arranged to ensure the contractor will be able to perform project work without any delays. The construction inspector will verify the scope of work and exact limits of removals with the contractor's foreman. Limits of removal and joint lines will be marked, and digital images of each location will be recorded.

Site Safety

The Site-Specific Safety Plan (SSSP) is a communication tool between the main contractor and subcontractor and should be in place before construction begins. When used correctly, it ensures that relevant site information is regularly updated, and safety is monitored. SSSPs not only protect workers but the City as well. The Infrastructure Engineers construction inspector will review the contractor's SSSP for compliance with OSHA standards and regulations and that daily safety tailgate meetings are held by contractor to all site workers. The construction inspector will immediately stop work when any unsafe condition is observed and notify the contractor of the violation and provide written notification to the contractor. If the contractor refuses to comply or correct the situation, the construction inspector will notify the City and Cal OSHA.

Agency Coordination

Early coordination with stakeholders is critical to prevent project delays, claims, and other unforeseen encumbrances to the project. We will determine the level of involvement a stakeholder has with this project and work with that stakeholder to provide any required information or project coordination.

Management/Information Systems

Prior to the Pre-construction Conference, the construction manager will establish a system for managing all project correspondence. Correspondence will include project submittals, RFIs, reports, progress payments, change orders, and other required project documents essential to construction. Spreadsheets for submittals and RFIs will be prepared to ensure the contractor can begin as soon as possible. Spreadsheets for progress payments and change orders will also be prepared to track and monitor the cost and schedule of the contractor for the entire project.

Coordinate Project Submittals

Using our management information systems, a spreadsheet will be prepared to monitor submittals on the project. The spreadsheet will allow the construction inspector to verify which of the contractor's submittals were approved by the project designers. The non-approved submittals will have comments from the designer for the contractor to correct in order obtain approval for those submittals.

Review Traffic Control Plans

A Traffic Control Plan will be required for each different construction phase or sewer system reach where work will be performed within the public right-of-way. The construction inspector will review the contractor's plans to ensure they are consistent with both the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement. The plans must clearly depict the exact sequence of construction operations, the construction to be performed, and the traveled way that will be used by all traffic during each phase of construction. Approved traffic control plans will be reviewed at the Pre-construction Conference.

Materials Testing

If requested by the City, necessary materials testing will be arranged in compliance with the City's Quality Assurance Plan (QAP) and Caltrans LAPM procedures and requirements, when relevant, to ensure the contractor will be able to perform his work without any delays and ensure that the project will be constructed per design standards and details.

Infrastructure Engineers' construction inspector will verify the quantities of testing samples, coordination of plant inspections and material compliance with the contractor's foreman. The laboratory performing the construction and materials testing and all samples will possess valid and current certifications as required by Caltrans.

Weekly Construction Meetings

Meetings will be held on a weekly basis during construction. All involved stakeholders will be requested to attend. The meetings may involve discussions regarding the schedule, change orders, progress payments, disputes, site safety, traffic control, environmental compliance, and other project-related concerns. These meetings will provide opportunities to discuss any outstanding items or issues to further the project's progress. The construction manager will provide a summary to City's Project Manager and will offer recommendations and suggestions to further the project's progress, if necessary.

Issues Management

It is our goal to use proper quality control measures to avoid unnecessary change orders, claims, or disputes on this project. While the constructability review completed in the pre-construction phase will assist and aid in this process, not all issues are known prior to the start of construction. The first step in this process is avoidance. Avoidance is critical because many disputes and change orders can be avoided if proper

measures are in place. Consistent inspection of work and constant review of the contractor's progress are vital when it comes to preventing unnecessary disputes and change orders by the contractor to the City.

Dispute/Change Order Process

1. Inform the City's Project Manager of the dispute, claim, or change order request by the contractor.
2. Examine the validity of the dispute, claim, or change order request and provide input.

We will be the City's advocate, looking out for the City's best interest; however, the City's Project Manager will provide resolution for any dispute, claim, or change order request brought on by the contractor during construction.

Quality Control/Inspection Services

Prior to the contractor's start, the construction inspector will take photographs of the project area's existing conditions for future reference. This will provide documentation for possible future claims and disputes with the intent of claims avoidance and quicker dispute resolution. For high-risk locations, additional photographs will be taken for future reference to ensure work is in accordance with the contract, project plans, and specifications.

When construction begins, the construction inspector will ensure compliance of the following tasks on each working day of the project:

- Resolve any outstanding issues from previous working day(s).
- Traffic control is put in place in accordance with the California MUTCD.
- All applicable best management practices (BMPs) occur onsite in accordance with NPDES and SWPPP. In addition, if any working day occurs between October 15 and April 15, the Inspector will ensure that the proper BMPs for erosion control and sedimentation are put in place by the contractor.
- Monitor the contractor's site safety program and ensure it is in compliance with Cal/OSHA.
- Project progress documentation will be prepared each working day in the inspector's daily project diary.
- The inspector's daily regime consists of the following tasks:
 - Monitor the quantities of work completed by the contractor as related to the project and the construction contract. Keep a running total of the quantities to complete progress payments to the contractor.
 - Document any deficiencies and corrections that occur onsite and prepare reports accordingly.
 - Keep a tally of the number of workers the contractor and subcontractor(s) have onsite.
 - Document any visitors that come onsite (survey crew, soil testing personnel, design engineer, etc.)
 - Document the equipment used onsite and the processes and methods the contractor employs to complete the work.
- Keep daily reports during construction to prepare weekly progress reports.

Progress Payments

Status reports will be prepared on a weekly basis during the construction phase of the project. The reports will include information on the contractor's project progress, change orders, site safety reports, and cost and schedule information. The weekly status reports will be provided to the City's Project Manager so that progress payments can be prepared for the project. Verification of the completed quantities will be done as a part of progress payment process.

Task 5: Public Outreach and Community Engagement

This component of the project will be provided and managed by the Public Outreach Team at Infrastructure Engineers. The Public Outreach Team will work closely with the City and other IE project staff to ensure that adequate public awareness is provided and maintained, and that updates are provided before project start up, during construction, and immediately following completion.

In summary, this Outreach Plan has been prepared with the knowledge that construction of the street rehabilitation project will be broken down into three phases, or Work Zones, and will span a construction period of three fiscal years. The first phase construction will begin and end in Fiscal Year 2019-2020. The second phase will begin and end in Fiscal Year 2020-2021 while the third and final phase will begin and end in Fiscal Year 2021-2022.

The preparation and implementation of the Outreach Plan outlined below will only apply to the first of the three construction phases. Should the City desire additional outreach assistance for the subsequent phases, Infrastructure Engineers would be pleased to respond to the City's request for services.

Outline for a Public Information Plan and Outreach Campaign for Work Zones

Task 5.1 Initial project startup activities; meeting(s) with City staff

Task 5.2 Design a Public Information and Outreach Campaign for Work Zones

Determine the appropriate size and nature of the campaign – The size and nature of the public information and outreach effort will be determined by the characteristics of the project, its location, and the anticipated impacts of the road construction project. Aspects that will be considered include size and duration of the project, the amount of delay anticipated, special traffic and safety conditions, and potential impacts on local schools and businesses, access to and from home for residents, and the overall mobility of traffic. Work scope includes:

- a. Determine the size, components and nature of the public information and outreach campaign
- b. Develop project timeline
- c. Develop outreach plan
 - i. Identify resources – The Outreach Team will tap into existing internal resources such as the City's Information Technology (IT) Office and will leverage external resources like free media coverage to assist with dissemination of information
 - ii. Identify partners – Working with a range of partners to design and implement an information and outreach campaign will strengthen the strategies employed and may reduce the costs to the City. Partners may include, among others, State and local public safety agencies, the utility companies, major employers, the school district(s), transportation agencies and providers such as bus companies, and business and neighborhood associations such as the local Chamber of Commerce.
 - iii. Finalize project area boundaries

- d. Prepare project area map(s)
- e. Prepare a coordination plan to ensure coordination between IE staff, the City, utility companies, public safety agencies and general contractor before, during and at completion of construction

Task 5.3 Production of Outreach Plan Components

The Outreach Plan will include the following:

- a. Branding
- b. Use of the mass media
- c. Creation of a project link on City's Website with assistance of City's Information Technology (IT) Office
- d. Creation and production of printed materials
- e. Creation power point, video and other visual aids
- f. Establishment of a project information line (if required)
- g. Coordinate use of dynamic message signs (DMS)
- h. Public meetings, workshops, and community events

Task 5.4 Coordinate, stage and attend 2 public project information meetings

Working with City staff – The Outreach Team will be responsible for the coordination and staging of, and attendance at, two community meetings where information on the project will be communicated including information on the project area boundaries, location of impacted street segments, scope of construction work and project timeline.

Fee Proposal

The total proposed fee to perform the above tasks is \$895,107 as detailed in the attached Exhibit "A".

Sincerely,

Infrastructure Engineers



Farzad Dorrani, MS
Chief Operation Officer

Agreed and Accepted

Name and Title

Date

Exhibit "A"

[illegible]

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Danilo Batson, Director of Public Works

SUBJECT: Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Montebello for Participation in the San Gabriel Valley Regional Vehicle Miles of Travel Analysis Model

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve a Memorandum of Agreement (“MOA”) between the San Gabriel Valley Council of Governments (“SGVCOG”) and the City of Montebello for participation in the San Gabriel Valley Regional Vehicle Miles of Travel (“VMT”) Analysis Model for an amount not to exceed \$14,855; and
- 2) Authorize the City Manager to execute the MOA on behalf of the City.

BACKGROUND

On September 27, 2013, Governor Brown signed Senate Bill (“SB”) 743. SB 743’s intent is to cultivate land use and transportation planning methods and investments that reduce vehicle miles traveled and contribute to reductions in greenhouse gas emissions. Comparably, the California Complete Streets Act of 2008 requires local governments to strategize a balanced, multimodal transportation system for safe and reliable streets, roads and highways. This will ensure environmental impacts of traffic continue to be properly addressed and mitigated through CEQA.

SB 743 altered the course of how transportation impacts are measured in the evaluation of land use and transportation plans and projects under CEQA. SB 743 removed automobile delay as the principal measure of transportation impacts of environmental significance and directed the Governor’s Office of Planning and Research (“OPR”) to develop revisions to the CEQA Guidelines to establish new, non-level of service, criteria for determining substantial significance of transportation impacts. OPR subsequently selected Vehicle Miles Traveled as the preferred metric to comply with SB 743.

In December of 2019, the SGVCOG contacted its client cities to determine interest in hiring a single consultant to produce a regional traffic model and assist participating cities with developing local traffic thresholds of significance. SGVCOG conducted a

comprehensive Request for Proposals (“RFP”) and selected Fehr and Peers as the most qualified firm to provide professional consultant services to complete and implement the San Gabriel Valley Regional VMT Analysis Model. SGVCOG will be the lead agency for participating client cities in conducting and implementing the VMT requirements under CEQA and will be required to analyze project-related VMT to determine whether transportation impacts from a given development would constitute a significant environmental impact beginning July 1, 2020. A more detailed “scope of work” is found in attachment “A” of the proposed Agreement.

ANALYSIS

As a result of SB 743, the City will need to replace the City's LOS threshold of significance for traffic with a VMT threshold of significance when it performs a CEQA review of projects. The current project will evaluate existing traffic conditions in the City to reach a baseline standard from which to determine significance thresholds for future land use and transportation projects. In order to properly assess impacts, it will be required for the City to establish tactics and quantified thresholds from which to regulate levels of significance. The City has no existing methodology or tool in place to transition to these new requirements. Rather than producing a standalone traffic model for Montebello, a less expensive alternative would be to join the SGVCOG's regional effort and thereby share the associated costs. The City will potentially participate in the model analysis study along with 25 other cities as shown below:

Alhambra	Industry	Rosemead
Arcadia	Irwindale	San Marino
Azusa	La Cañada Flintridge	San Gabriel
Baldwin Park	La Puente	Sierra Madre
Claremont	La Verne	South El Monte
Covina	West Covina	Temple City
Diamond Bar	Monterey Park	Walnut
Duarte	Monrovia	Montebello
El Monte	Pomona	

The SGVCOG is working with interested members to develop a regional traffic model, which will in turn assist in each jurisdiction developing their traffic thresholds of significance. As a result, the project will provide recommendations for establishing proper methodology, threshold, technical tools and procedures for CEQA analysis and transportation impact of land use, transportation projects and plans in the City's jurisdiction within the San Gabriel Valley. The total amount per city will not exceed \$14,855 for the entirety of the study.

FISCAL IMPACT

The fiscal impact of approving the Memorandum of Agreement with the SGVCOG is estimated at \$14,855. Funding for the proposed services will be available by utilizing either Measure M or Measure R local return funding. Staff will be closing out and finalizing capital improvement projects and it is anticipated there will be budgetary savings that can be redirected towards this project. Therefore, no budget adjustment is needed at this time.

SUMMARY

The City Council will consider:

- 1) Approving a Memorandum of Agreement between the San Gabriel Valley Council of Governments and the City of Montebello for participation in the San Gabriel Valley Regional Vehicle Miles of Travel Analysis Model for an amount not to exceed \$14,855; and
- 2) Authorizing the City Manager to execute the Memorandum of Agreement on behalf of the City

ATTACHMENTS

A – Draft Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
AND THE CITY OF MONTEBELLO FOR PARTICIPATION IN THE SAN
GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL**

This Memorandum of Agreement (“MOA” or “Agreement”) is as of the **25th day of March, 2020** by and between the City of Montebello, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

- A. SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies.
- B. City seeks to participate in the San Gabriel Valley Regional Vehicle Miles of Travel (“VMT”) Analysis Model (“Model”).
- C. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA.

NOW, THEREFORE, the Parties agree as follows:

I. TERM:

The term of this MOA shall commence upon execution of the MOA by the Parties and shall continue through the completion of all work completed under this MOA. The term of this MOA may be extended by mutual written agreement of the Parties.

II. RESPONSIBILITIES OF THE PARTIES:

A. SGVCOG.

SGVCOG will:

- 1. Undertake procurement and management of consultant(s) to complete the Model. Execute a contract with the consultant for the development of the Model.
- 2. Manage all invoicing and billing.
- 3. Review draft deliverables prepared by the consultant for accuracy prior to submission to City.
- 4. Coordinate with the consultant to ensure consultant’s participation in calls and meetings.
- 5. Manage ongoing coordination of project calls with the Parties and the consultant throughout the development of the Model.
- 6. Review and provide comments on draft communications and documents related to MOA products.

7. Submit one invoice to the City, in an amount that does not exceed \$14,855.00, as follows:

- The payment of the invoice will be due within thirty (30) days upon the City's receipt of the invoice for one hundred percent (100%) of the total cost.

B. City of Montebello.

The City of Montebello will:

1. Participate in coordinating calls and meetings with all parties and consultant throughout the development of the Model, as necessary.
2. Provide a point-of-contact with name, title, and contact information. If the point-of-contact is reassigned or no longer with the City, a new point-of-contact must be designated within five (5) business days.
3. Actively engage in the development of the Model including, but not limited to, promptly responding to all correspondence (phone calls and e-mail communications), responding to data requests, and attending any necessary meetings.
4. Review and provide comments to consultant on deliverables as identified in the Scope of Work from the Request for Proposal for Model, attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Participate in check-in calls and/or meetings with consultant. Participate in coordination calls with all Parties, as necessary.
6. Approve within five (5) business days any deliverables that can be approved by staff or ten (10) business days any items that need to be approved by city attorney or city manager.
7. Pay the invoice submitted by the SGVCOG within thirty (30) days.

III. PROJECT MANAGEMENT:

A. Project Managers.

1. For the purposes of this MOA, SGVCOG designates the following individual as its Project Manager: Alexander Fung, Management Analyst.
2. For the purposes of this MOA, the City designates the following individual as its Project Manager: Danilo Batson, Director of Public Works.

Either Party may change the designations set forth herein upon written notice to the other Party.

IV. DEFAULT; REMEDIES:

- A. Default. A "Default" under this MOA is defined as any one or more of the following: (i) failure of either Party to comply with the terms and conditions

B. Remedies. In the event of a Default by either Party, the non-defaulting Party will provide a written notice of such Default and thirty (30) days to cure the Default. In the event that the defaulting Party fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period and to the satisfaction of the non-defaulting Party, the non-defaulting Party may terminate this MOA. Such termination shall be effective immediately. The remedies described herein are non-exclusive. In the event of a Default by either Party, the non-defaulting Party shall have the right to seek any and all remedies available at law or in equity.

- A. City agrees to defend, indemnify, and hold free and harmless the SGVCOG, its elected and appointed boards, officials, officers, agents, employees, members, and volunteers, at City's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the SGVCOG, its elected and appointed boards, officials, officers, agents, employee members, and volunteers arising out of or relating to the acts or omissions of City in the performance of this Agreement.
- B. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its elected officials, officers, agents, employees, and volunteers, at SGVCOG's sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its elected officials, officers, agents, employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in the performance of this Agreement.

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City's or SGVCOG's performance of its obligations hereunder.

- A. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage prepaid and return receipt requested, addressed as follows:

To SGVCOG: Alexander Fung
Management Analyst
1000 S. Fremont Avenue, Unit 42

Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
afung@sgvcog.org

with a copy to: Marisa Creter
Executive Director
1000 S. Fremont Avenue, Unit 42
Building A-10N, Suite 10-210
Alhambra, CA 91803
(626) 457-1800
mcreter@sgvcog.org

To City: René Bobadilla
City Manager
1600 W. Beverly Boulevard
Montebello CA, 90640
(323) 887-1350
rbobadilla@cityofmontebello.com

with a copy to: Danilo Batson
Director of Public Works
1600 W. Beverly Boulevard
Montebello CA, 90640
(323) 887- 1462
dbatson@cityofmontebello.com

- B. No Partnership. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the Agreement, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This Agreement shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the Parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this Agreement, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.
- G. Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this Agreement, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this Agreement on behalf of a Party warrant that they are duly authorized to execute this Agreement on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

FOR THE CITY OF MONTEBELLO

By: _____
René Bobadilla
City Manager

Date: _____

ATTEST:

Irma Barajas
City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

FOR THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

By: _____
Marisa Creter
Executive Director

Date: _____

ATTEST:

Marisa Creter, Secretary

APPROVED AS TO FORM:

David DeBerry
General Counsel

EXHIBIT A
SCOPE OF WORK FOR
SAN GABRIEL VALLEY REGIONAL VMT ANALYSIS MODEL

Task 1 - Project Management

Task 1.1- Kickoff Meeting. The Consultant shall conduct a kickoff meeting. The primary objectives will be to review scope, schedule, project goals and key issues.

Task 1.1 Deliverables: Meeting Notes and Materials for Kickoff Meeting.

Task 1.2- Project Team Coordination. Monthly project team meetings, regular phone and email check-ins, and other communications will ensure the tasks listed in this Scope of Work (“SOW”) stay on schedule and within budget.

Task 1.2 Deliverables: Monthly Meeting Notifications, Agendas, and Notes.

Task 1.3- Invoicing and Contracts. The Consultant shall provide monthly invoices to the SGVCOG and coordinate any contracting paperwork/logistics.

Task 1.3 Deliverables: Monthly Invoices and Coordination on Contracts.

Task 2 - Methodology for Vehicle Miles Traveled

The Consultant shall review tools for estimating Vehicle Miles Traveled (“VMT”) in the study area. Based on this review, the Consultant shall develop a methodology for measuring VMT based on a method supported by the State of California Office of Planning and Research (“OPR”) in the implementation of Senate Bill (“SB”) 743 guidelines, including VMT screening. The findings and recommendations will be presented as a memorandum, and will consider projects' effect on both baseline and cumulative conditions, using separate methodologies if appropriate. The Consultant shall explore and depict existing practices and methodologies utilized by cities in regions similar to the San Gabriel Valley in the memorandum, explore options for dividing the San Gabriel Valley by districts or areas with different methodology tailored to each district/area (dependent on the intensity and type of existing land uses), and discuss options for capitalizing on multi-modal opportunities in a built-out community. This includes identifying applications when to institute VMT for purposes of evaluating incoming development.

Task 2 Deliverable: Memorandum Outlining Methodology for Vehicle Miles Traveled.

Task 3 - Develop VMT Thresholds and Mitigation Measures

For each participating City, the Consultant shall develop and establish VMT thresholds of significance for project-specific and cumulative impacts (Land Use, Land-Use Plan, and Transportation projects) that promote (1) reduction of greenhouse gas emissions; (2) development of multi-modal transportation networks; and (3) a diversity of land uses. Thresholds shall be for existing and proposed land uses that will be used for analyzing transportation impacts in CEQA analyses. The Consultant shall provide mitigation measures compliant with

CEQA Guidelines Section 15064.3. The mitigation measures shall be developed based on Transportation Demand Management strategies available to reduce VMT as documented by State agencies and best practice research. Mitigation measures shall then be refined through application of specific Transportation Demand Management measures to quantifiably mitigate potential VMT impacts. The Consultant shall identify ranges of effectiveness for the mitigation measures appropriate for each City, including transit, Transportation Demand Management, Active Transportation, and other trip/travel reduction strategies. The Consultant shall then coordinate with each City to determine which measures will be required as part of the project entitlement process and what measures will be optional. These items shall be presented in memorandum, with graphics and tables to present topics and concepts when appropriate.

Task 3 Deliverable: Memorandum on VMT Thresholds and Mitigation Measures for each participating City.

Task 4 - Develop VMT Evaluation Tool for Incoming Development Projects

To be able to assess VMT project-specific and cumulative impacts for incoming developments on individual projects, the Consultant shall prepare an interactive spreadsheet for each City that will assess VMT impacts based on land use type and VMT reduction strategies (e.g., multi-modal infrastructure improvements, number of parking spaces constructed/utilized, and Transportation Demand Management programs to be instituted as part of the project). The interface should be simple for City employees and developers alike to easily understand impacts for projects submitted and to quantify the effectiveness of mitigation measures on reducing VMT.

Task 4 Deliverable: Interactive Spreadsheet to Assess VMT Impacts for Incoming Development Projects.

Task 5 - Sample Projects

The Consultant shall work with each participating City to identify projects to test through the significance criteria. Potential mitigation measures and realistic assessments of effectiveness in VMT reduction will be identified for various geographies and project types.

Task 5 Deliverable: Memorandum on Sample Projects.

Task 6 - Traffic Impact Analysis Guidelines

The Consultant shall update each City's Traffic Impact Analysis Guidelines to include VMT analysis for CEQA purposes, in addition to retaining Level of Service ("LOS") methodology for General Plan compliance. This should include an evaluation of potential enhancements and recommended changes to the existing LOS-based guidelines.

Task 6 Deliverable: Updated Traffic Impact Analysis Guidelines.

Task 7 - Public Hearing Support

The Consultant shall attend and participate in one public meeting for each participating City. This will include attending, presenting, and responding to questions at either a City Council, Commission, Committee, or other public meeting/hearing.

Task 7 Deliverable: Public Meeting Attendance

[END OF SCOPE OF WORK]

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Second Reading of Ordinance Amending Title 17 of the Montebello Municipal Code to allow electric fence technology in Commercial and Industrial zones - Zone Code Amendment ("ZCA") 07-19.**

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Hold the second reading of the Ordinance (ZCA 07-19) Amending Title 17 of the Montebello Municipal Code to allow electric fence technology to be implemented within the City's Commercial and Industrial zones with development standards.
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On February 26, 2020, the City Council held its first reading of the Ordinance to amend Title 17 of the Montebello Municipal Code to allow electric fence technology to be implemented within the City's Commercial and Industrial zones with development standards on.

On October 1, 2019, the Planning Commission reviewed a Zone Text Amendment to allow electric fences within the City's Commercial and Industrial zones. During a public hearing, staff presented a staff report and gave a verbal presentation on the proposed amendment. The Planning Commission was given an opportunity to hear public testimony on the proposed amendment before making a decision to support or deny the applicant's request. Based on the information provided during the meeting, the Planning Commission directed the City Attorney's office to research this matter and provide information regarding an indemnification and hold harmless agreement between property owners and the City of Montebello.

On October 15, 2019, the City Attorney presented findings regarding the indemnification and hold harmless agreement to the Planning Commission. After further discussion, the Planning Commission directed staff to prepare a Resolution and Ordinance to allow electrical fences as an added measure of security in Commercial and Industrial zones. The Ordinance was prepared along with development standards to ensure electric fences do not become a nuisance to the City as well as protect the health, safety, and welfare of its residents. The Planning Commission verbally scheduled the proposed Zone Code Amendment to be heard at its meeting on November 5, 2019 for further action.

Second Reading of Ordinance Amending Title 17 of the Montebello Municipal Code to allow electric fence technology in Commercial and Industrial zones - Zone Code Amendment (“ZCA”) 07-19.

Page 2 of 5

The Planning Commission requested that any proposed electrical fences in the CR, C1, C2, and any zone located within close proximity to a residential use be required to obtain Site Plan Review approval pursuant to Chapter 17.74 et seq. of the Montebello Municipal Code (“MMC”).

All other zones that are manufacturing in nature (CM, M1, and M2) were deemed by the Planning Commission to be acceptable via an administrative approval process (e.g. building permit) without the need for Site Plan Review.

The following is a listing of C-2 Uses that are applicable and should be codified as inclusive in the forthcoming amendment:

- Automotive Rental Agencies
- Automotive Sales, New & Used
- Construction Equipment Storage Yard, Temporary
- Electrical Distribution Substations
- Equipment Rentals/Sales
- Oil & Gas Production
- Recycling, Public Collection Facility
- Truck Sales & Rentals
- Truck, Trailer Rentals (less than 2 tons)

DISCUSSION

Staff has created development standards for electric fences which will amend Title 17, Section 17.10.130 to add electric fences with development standards in the Zoning Code as follow: (additions in *italics*)

17.10.130 - Development standards—Walls, fences, and hedges.

D. All screening or fencing visible from the public rights-of-way shall be composed of:

1. Decorative masonry walls (slumpstone, stuccoed, split-face or similar);
2. Evergreen shrubs closed spaced and maintained in a healthy and attractive state;
3. Wooden fencing of adequate aesthetic and structural quality (no plywood sheeting);
4. Decorative wrought iron,
5. *Electric Fence surrounded by a protective barrier, or*
- 5.6. Other materials if found by the Planning Commission to be architecturally or aesthetically in keeping with the building and the neighborhood.

However, in no event shall corrugated or sheet metal, fiberglass or any plastic material (not covered by subdivision 5 of this subsection) remain on any residential lot for more than one hundred twenty days beyond the effective date of the provisions of this section.

E. Electric Fences- *No electric fence shall be installed or used unless first approved by the Community Development Planning Director or his designee.*

Second Reading of Ordinance Amending Title 17 of the Montebello Municipal Code to allow electric fence technology in Commercial and Industrial zones - Zone Code Amendment (“ZCA”) 07-19.

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1. The following meanings will be defined as follows throughout this Section:

“Electric Fence” means any fence that meets the following requirements:

a. The fence is powered by an electrical energizer with both of the following output characteristics:

(1) The impulse repetition rate does not exceed 1 hertz (Hz).

(2) The impulse duration does not exceed 10 milliseconds or 10/10,000 of a second.

b. The fence is used to protect and secure commercial or industrial property.

“Protective Barrier” means an exterior fence or wall a minimum of six (6) feet in height, restricting direct access to an Electric Fence. When abutting an existing or planned residential area, or a residentially developed parcel, the Protective Barrier shall consist of a solid material (i.e., a wooden fence or masonry wall). A Protective Barrier is subject to the standards of this Chapter. In no event shall an Electric Fence be installed without a perimeter Protective Barrier.

2. An owner of real property may install and operate an electrified fence on their property subject to all of the following:

a. The property is located in the CM, M-1, and M-2 Zone or with Site Plan Review approval in the CR, C-1, and C2 Zone, and any other zone located within 150 feet of a residential use pursuant Chapter 17.04 of this Code.

b. The fence meets the 2006 international standards and specifications of the International Electrotechnical Commission for electric fence energizers in “International Standard IEC 60335, Part 2-76.”

c. The fence is identified by prominently placed warning signs that are legible from both sides of the fence. At a minimum, the warning signs shall meet all of the following criteria:

(1) The warning signs are placed at each gate and access point, and at intervals along the fence not exceeding thirty (30) FT.

(2) The warning signs are adjacent to any other signs relating to chemical, radiological, or biological hazards.

(3) The warning signs are marked with a written warning or a commonly recognized symbol for shock, a written warning or a commonly recognized symbol to warn people with pacemakers, and a written warning or commonly recognized symbol about the danger of touching the fence in wet conditions.

d. Within nonresidential zoning districts, except industrial zoning districts, an electrified fence shall not exceed ten (10) FT in height and shall be located behind a fully enclosed Protective Barrier that is no less than two (2) FT below the height of the Electrified Fence.

Second Reading of Ordinance Amending Title 17 of the Montebello Municipal Code to allow electric fence technology in Commercial and Industrial zones - Zone Code Amendment (“ZCA”) 07-19.

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- e. *Within industrial zoning districts, an electrified fence shall not exceed sixteen (16) FT in height and shall be located behind a fully enclosed Protective Barrier that is no less than two (2) FT below the height of the Electrified Fence.*
- f. *Protective Barrier Setbacks. Setbacks between the Protective Barrier and Electric Fence are required as follows:*
 - 1. *Any opening in the perimeter Protective Barrier that is less than or equal to three (3) inches shall require a minimum twelve (12) inch setback for the Electric Fence.*
 - 2. *Any opening in the perimeter Protective Barrier that is greater than three (3) inches but less than six (6) inches shall require a minimum three (3) foot setback for the Electric Fence.*
 - 3. *When abutting an existing or planned residential area, or a residentially developed parcel, a Protective Barrier consisting of a minimum six (6) foot high solid wooden fence or masonry wall shall require a minimum twelve (12) inch setback for the Electric Fence. Any other Protective Barrier proposed adjacent to an existing or planned residential area, or a residentially developed parcel, is required to have an approved mesh installed, as reviewed by the Community Development Department, as a secondary protective barrier, be a minimum of six (6) feet in height and require a minimum twelve (12) inch setback from an Electric Fence.*
- g. *A “Knox Box Electrical Shunt Switch” and a “Knox Box” or other similarly approved device, shall be installed for emergency access by the Police and Fire Departments.*
- h. *As a condition of a building and/or electrical permit to install or use an electric fence as provided by this subsection, the applicant and property owner shall enter into an agreement, to defend, indemnify and hold harmless the city and its agents, officers, consultants, independent contractors, and employees, from any and all claims, actions, or proceedings arising out of any personal injury, including death or property damage caused by the electrified fence. The Director of Community Development shall have the authority to enter into such an agreement on behalf of the city.*
- i. *In the event that access by the City of Montebello Fire Department and/or Police Department personnel to a property where a permitted electrified fence has been installed and is operating required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this Subsection is absent or non-functional, and an owner, manager, employee, custodian, or any other person with control over the property, is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electrified fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electrified fence as provided in this Subsection will agree to waive any and all claims for damages to the electrified fence against the city and/or its personnel under such circumstances.*

Second Reading of Ordinance Amending Title 17 of the Montebello Municipal Code to allow electric fence technology in Commercial and Industrial zones - Zone Code Amendment (“ZCA”) 07-19.

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- j. It shall be unlawful, and a misdemeanor, for any person to install, maintains or operates an electrified fence in violation of this Subsection.*

ENVIRONMENTAL

Zone Code Amendment (ZCA16-19) is not considered a “project”, per the California Environmental Quality Act definition of a “project” and no further CEQA analysis is required.

FISCAL IMPACT

No fiscal impact.

ATTACHMENT(S)

- A. Draft Ordinance
- B. Indemnification and Hold Harmless Agreement

ATTACHMENT A

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY OF MONTEBELLO,
CALIFORNIA, FOR A ZONE CODE AMENDMENT (ZCA07-19)
TO AMEND TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE
TO ALLOW ELECTRIC FENCES IN COMMERCIAL AND
INDUSTRIAL ZONES**

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, and has the power to make and enforce with its jurisdictional limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws of the State;

WHEREAS, the City has initiated a Zone Code Amendment (ZCA07-19) which would allow electric fences in commercial and industrial zones;

WHEREAS, Section 17.76.010 of the City's Zoning Code authorizes zone changes and amendments whenever the public interest, convenience and necessity require it;

WHEREAS, on November 5, 2019, the Planning Commission conducted a duly noticed public hearing and adopted a Planning Commission Resolution to recommend that the City Council of the City of Montebello approve the Zone Code Amendment (ZCA07-19); and

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

NOW, THEREFORE, the City Council of the City of Montebello ordains as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

SECTION 2. Section 17.10.130, of Chapter 17 of the City's Zoning Code is hereby amended as follows: (additions in *italics*)

17.10.130 - Development standards—Walls, fences, and hedges.

D. All screening or fencing visible from the public rights-of-way shall be composed of:

1. Decorative masonry walls (slumpstone, stuccoed, split-face or similar);
2. Evergreen shrubs closed spaced and maintained in a healthy and attractive state;
3. Wooden fencing of adequate aesthetic and structural quality (no plywood sheeting);
4. Decorative wrought iron,
5. *Electric Fence surrounded by a protective barrier, or*

- 5.6. Other materials if found by the planning commission to be architecturally or aesthetically in keeping with the building and the neighborhood.

However, in no event shall corrugated or sheet metal, fiberglass or any plastic material (not covered by subdivision 5 of this subsection) remain on any residential lot for more than one hundred twenty days beyond the effective date of the provisions of this section.

E. Electric Fences- *No Electric Fence shall be installed or used unless first approved by the Community Development Planning Director or his designee.*

1. The following meanings will be defined as follows throughout this Section:

“Electric Fence” means any fence that meets the following requirements:

- a. The fence is powered by an electrical energizer with both of the following output characteristics:*
 - (1) The impulse repetition rate does not exceed 1 hertz (Hz).*
 - (2) The impulse duration does not exceed 10 milliseconds or 10/10,000 of a second.*
- b. The fence is used to protect and secure commercial or industrial property.*

“Protective Barrier” means an exterior fence or wall a minimum of six (6) feet in height, restricting direct access to an Electric Fence. When abutting an existing or planned residential area, or a residentially developed parcel, the Protective Barrier shall consist of a solid material (i.e., a wooden fence or masonry wall). A Protective Barrier is subject to the standards of this Chapter. In no event shall an Electric Fence be installed without a perimeter Protective Barrier.

2. An owner of real property may install and operate an electrified fence on their property subject to all of the following:

- a. The property is located in the CM, M-1, and M-2 Zone or with Site Plan Review approval in the CR, C-1, and C2 Zone, and any other zone located within 150 feet of a residential use pursuant Chapter 17.04 of this Code.*
- b. The fence meets the 2006 international standards and specifications of the International Electrotechnical Commission for electric fence energizers in “International Standard IEC 60335, Part 2-76.”*
- c. The fence is identified by prominently placed warning signs that are legible from both sides of the fence. At a minimum, the warning signs shall meet all of the following criteria:*
 - (1) The warning signs are placed at each gate and access point, and at intervals along the fence not exceeding thirty (30) FT.*

- (2) *The warning signs are adjacent to any other signs relating to chemical, radiological, or biological hazards.*
 - (3) *The warning signs are marked with a written warning or a commonly recognized symbol for shock, a written warning or a commonly recognized symbol to warn people with pacemakers, and a written warning or commonly recognized symbol about the danger of touching the fence in wet conditions.*
- d. *Within nonresidential zoning districts, except industrial zoning districts, an electrified fence shall not exceed ten (10) FT in height and shall be located behind a fully enclosed Protective Barrier that is no less than two (2) FT below the height of the Electrified Fence.*
- e. *Within industrial zoning districts, an electrified fence shall not exceed sixteen (16) FT in height and shall be located behind a fully enclosed Protective Barrier that is no less than two (2) FT below the height of the Electrified Fence.*
- f. *Protective Barrier Setbacks. Setbacks between the Protective Barrier and Electric Fence are required as follows:*
 - 1. *Any opening in the perimeter Protective Barrier that is less than or equal to three (3) inches shall require a minimum twelve (12) inch setback for the Electric Fence.*
 - 2. *Any opening in the perimeter Protective Barrier that is greater than three (3) inches but less than six (6) inches shall require a minimum three (3) foot setback for the Electric Fence.*
 - 3. *When abutting an existing or planned residential area, or a residentially developed parcel, a Protective Barrier consisting of a minimum six (6) foot high solid wooden fence or masonry wall shall require a minimum twelve (12) inch setback for the Electric Fence. Any other Protective Barrier proposed adjacent to an existing or planned residential area, or a residentially developed parcel, is required to have an approved mesh installed, as reviewed by the Community Development Department, as a secondary protective barrier, be a minimum of six (6) feet in height and require a minimum twelve (12) inch setback from an Electric Fence.*
- g. *A "Knox Box Electrical Shunt Switch" and a "Knox Box" or other similarly approved device, shall be installed for emergency access of Police and Fire Departments.*
- h. *As a condition of a building and/or electrical permit to install or use an Electric Fence as provided by this subsection, the applicant and property owner shall enter into an agreement , to defend, indemnify and hold harmless the city and its agents, officers, consultants, independent contractors, and employees, from any and all claims, actions, or*

proceedings arising out of any personal injury, including death or property damage caused by the electrified fence. The Director of Community Development shall have the authority to enter into such an agreement on behalf of the city.

- i. In the event that access by the City of Montebello Fire Department and/or Police Department personnel to a property where a permitted electrified fence has been installed and is operating required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this Subsection is absent or non-functional, and an owner, manager, employee, custodian, or any other person with control over the property, is not present to disable the Electric Fence, the fire or police personnel shall be authorized to disable the electrified fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electrified fence as provided in this Subsection will agree to waive any and all claims for damages to the electrified fence against the city and/or its personnel under such circumstances.*
- j. It shall be unlawful, and a misdemeanor, for any person to install, maintains or operates an electrified fence in violation of this Subsection.*

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

SECTION 4. SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, 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 5. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance causing it to be posted as required by law.

PASSED AND ADOPTED this DAY ____ day of ____, 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

CERTIFICATION

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. _____ was introduced on _____, 2020, and duly adopted by the City Council of the City of Montebello at their regular meeting on _____, 2020, 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 _____ 2020.

Irma Barajas, City Clerk

ATTACHMENT B

**INDENITY AND HOLD HARMLESS AGREEMENT
FOR THE INSTALLATION OF AN
ELECTRIC PERIMETER SECURITY FENCE**

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between the City of Montebello, a California municipal corporation of the state of California, (hereinafter referred to as "City"), and (1) _____ a _____ located at _____, (hereinafter referred to as "Permittee") and (2) _____ a _____ located at _____ (hereinafter referred to as "Property"). Each may be referred individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Permittee desires to install an electric perimeter security fence ("Electric Fence") at Property; and

WHEREAS, under Title 17, Section 17.10.130 of the City's Zoning Code, Electric Fences are prohibited throughout the City unless within specifically authorized zones and conditioned on the execution of this Agreement; and

WHEREAS, Permittee is willing to indemnify and hold the City and its elected officials, officers, attorneys, agents, employees, designated volunteers, and successors harmless as a condition to the permit to install, use, control, manage and operate an Electric Fence on the Property; and

WHEREAS, Property as the beneficiary Permittee's permit to install, use, control, manage and operate an Electric Fence on Property is willing to hold City and its elected officials, officers, attorneys, agents, employees, designated volunteers, and successors harmless arising out of in and in connection to said permit, installation, and operation of an Electric Fence on Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference.

SECTION 2. PERMITEE'S OBLIGATIONS.

A. **INDEMNITY.** Permittee does hereby indemnify and agrees to hold City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns harmless at all times as of the date hereof, against and in respect of any action or claim brought, or arising from, the installation, use, control, management and operation of the Electric Fence referred to herein, of any nature, whether accrued, absolute, contingent or otherwise including, without limitation, including damage to Property and/or injury to any person including trespassers and invitees, and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing, including reimbursement for reasonable attorney's fees incurred by City, for both the prosecution and/or defense of the matter and claims indemnified against herein or in enforcing the rights of indemnification established herein.

B. **REMOVAL OF ELECTRIC FENCE.** Permittee will remove the Electric Fence and any related equipment upon the termination and/or expiration of its agreement with Property or upon the termination and/or expiration of its permit with City to installation, use, control, management and operation of the Electric Fence at the Property, whoever occurs first.

SECTION 3. PROPERTY'S OBLIGATIONS.

A. **HOLD HARMLESS WAIVER.** Property hereby waives and releases City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns from any and all action or claim brought, or arising from, the installation and operation of the Electric Fence referred to herein, of any nature, whether accrued, absolute, contingent or otherwise including, without limitation, including damage to Property and/or injury to any person including trespassers and invitees, and all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing at all times as of the date hereof.

SECTION 4. FURTHER ACKNOWLEDGEMENTS AND GENERAL PROVISIONS.

A. **TERM.** This Agreement shall remain valid and in full force throughout the entire lifetime of Permittee's use, control, management and operation of an Electric Fence at the Property unless terminated by City. The Parties further acknowledge and understand that without a duly authorized and executed Agreement, the City would not and will not grant Permittee a permit to install, use, control, manage and operate an Electric Fence at the Property for the Property's beneficial use.

B. **TERMINATION.** Breach or violation of any of the terms of this Agreement by Permittee and/or Property may be cause for termination of this Agreement and may result in the automatic revocation of Permittee's permit to installation, use, control, management and operation of the Electric Fence on Property.

C. **REMOVAL; REPLACEMENT; REPAIR AND MAINTENANCE.** It is Permittee's sole responsibility to remove, replace, repair and maintain the Electric Fence installed at Property related to the permit contemplated in this Agreement. Removal, replacement, repair and maintenance will be done at Permittee's and/or Property's sole expense. City is not responsible for any costs, expense or liability arising out of the removal, replacement, repair or maintenance of the Electric Fence at Property. Any all cost, expenses, and or liabilities arising out of the abandonment of an Electric Fence by Permittee after the termination or expiration of the permit contemplated here will be Permittee and/or Property's responsibility.

D. **ACCEPTED RISKS.** Permittee and Property understand and acknowledge the existence of risks and dangers associated with the installation, use, control, management and operation of the Electric Fence and that such installation, use, control, management and operation of an Electric Fence may result in, without limitation, personal injury to any person including trespassers, invitees, officers, employees, directors, agents and property damage.

E. **CARE.** Permittee and Property owner understand that proper installation, use, control, management and maintenance of the Electric Fence is required at all times. As such, Permittee and/or Property are responsible for obtaining any necessary local, state and federal licenses/permits, maintenance, insurance, and training reasonably necessary and/or required in the industry for installation, use, control, management and operation of the Electric Fence on Property.

F. **NO THIRD-PARTY BENEFICIARIES INTENDED.** Unless otherwise expressly provided for herein, this Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

G. **COMPLIANCE WITH LAWS.** Permittee and Property shall comply with all applicable federal, state and local laws, ordinances, codes and regulations related to the installation, use, control, management and operation of the Electric Fence. Failure to do so is grounds for suspension or revocation of the permit contemplated herein.

H. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES. No waiver by any Party of any breach, any failure of a condition, obligation, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default by Permittee or Property.

I. NON-ASSIGNABILITY; SUBCONTRACTING. Permittee shall not subcontract or assign any of its rights or delegate any of its rights, duties or obligations under this Agreement, either in whole or in part, without City's prior written consent. Such consent may be given by the City Manager in his/her discretion. Any attempt by Permittee to so subcontract, assign or delegate this Agreement or any rights, duties or obligations arising hereunder in violation of Section 2 and 4 shall be void and of no effect.

J. COOPERATION. In the event any claim or action is brought against City relating to Permittee's installation, use, control, management and operation of the Electric Fence at the Property contemplated in this Agreement, Permittee shall render any reasonable assistance and cooperation that City requires.

K. SURVIVAL. The indemnity and hold harmless provisions in Sections 2, 3 and 4 shall survive the termination of the Agreement and is in addition to any other rights or remedies which City may have under the law.

L. ENTIRE AGREEMENT. This instrument contains the entire Agreement between the Parties with respect to their duties and obligations arising out of this Agreement. No other prior oral or written agreements are binding upon the parties. Amendments shall be effective and binding only if made in writing and executed by the Parties.

M. AUTHORIZED SIGNATURE. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein.

N. **GOVERNING LAW.** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Montebello.

O. **SEVERABILITY.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

CITY OF MONTEBELLO (“CITY”)

By: _____

Title: _____

Date: _____

(“PERMITEE”)

By: _____

Date: _____

(“PROPERTY”)

By: _____

Date: _____

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: Approve Second Amendments to Professional Services Agreements with Avant Garde Inc. and Michael Baker International for Administration of Community Development Block Grant (“CDBG”)/Home Investment Partnership Act (“HOME”) Program Services

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve a Second Amendment to the Professional Services Agreement for CDBG/HOME Program services with Avant Garde Inc. (“AGI”) and authorize the City Manager to execute the Agreement on behalf of the City;
- 2) Approve a Second Amendment to the Professional Services Agreement for CDBG/HOME Program services with Michael Baker International (“Michael Baker”) and authorize the City Manager to execute the Agreement on behalf of the City;
- 3) Authorize the City Manager to issue a Request for Proposals (“RFP”) for CDBG/HOME Program Services;
- 4) Take such additional and/or related action that may be desirable.

BACKGROUND

The Community Development Department implements various programs and projects with funds received from the Housing and Urban Development Department (“HUD”). Funds are received annually through the Community Development Block Grant (“CDBG”) and HOME Programs. The City receives approximately \$650,000 in CDBG and approximately \$250,000 in HOME funds each fiscal year to implement programs such as: Summer Youth Employment, Projection of Affordable Housing, Home Improvement and Preservation, and Community Housing and Social Service Organization activities. Historically, the implementation and monitoring of these services has been provided by consultant services because HUD rules and guidelines are very specific and detailed and consulting firms have the necessary expertise and resources in order to ensure compliance with the rules and regulations established by HUD.

For the past several years, the City’s HUD administration services have been provided by Michael Baker International (“Michael Baker”) and Avant Garde Inc. (“AGI”).

Approve Second Amendments to Professional Services Agreement with Avant Garde Inc. and Michael Baker International for Administration of Community Development Block Grant (“CDBG”)/Home Investment Partnership Act (“HOME”) Program Services

Page 2 of 4

In accordance with Federal Funding compliance and pursuant to the City of Montebello Municipal Code (MMC) and the fiscal policies contained in City Council Resolution No. 17-40, the City's Planning and Community Development Department (“PCDD”) released a Request for Proposal (RFP 18-22) for HOME/CDBG Program Administration on October 3, 2017. Consistent with the Municipal Code, the RFP was posted on www.PlanetBids.com and on the City's website.

AGI and Michael Baker were the only two (2) responses to the RFP received. On December 13, 2017, Staff recommended, and the City Council authorized the retention of both firms and approved a separate Professional Services Agreement with each firm. Additionally, the agreements approved were for one (1) year with an option to extend the agreements for two (2) additional years, in one (1) year increments. On December 19, 2018, the City Council approved the first one-year extension. This request for a second amendment to extend the agreements from December 14, 2019, to June 30, 2020, represents the last and final extension to the contract. The original CDBG Administration Budget for FY 2019-20 was \$100,000.00. Staff identified program carry over funds from FY 2017-18 in the amount of \$14,500.00 as well as unassigned program budget funds from FY 2019-20 in the amount of \$5,750.00 totaling \$20,250.00. These eligible funds will be allocated to the CDBG Administration Budget for FY 2019-20 bringing the revised total for the FY 2019-20 CDBG Administration Budget to \$120,250.00.

Currently, AGI and Michael Baker provide services to Montebello for HOME and CDBG Program Administration to ensure compliance with HUD rules and regulations. In 2011, HUD performed an audit where the City received 31 findings. In collaboration with City staff, AGI and Michael Baker, have successfully closed nearly all the findings associated with the 2011 audit and continue to make progress.

The following is intended to provide an overview of the services provided by AGI and Michael Baker respectively:

Avant Garde Inc

Housing Rehabilitation Program Management

- Income qualification
- Field inspection
- Prepare loan documents
- Procurement of contractor

CDBG Administrative Services

- Prepare environment reviews
- Prepare Public Services Agreements aka Sub Recipient agreements
- Assist in budget preparation
- Collect and verify program eligibility as it relates to sub recipients and HOME funded projects
- Maintain project files and checklists
- Respond to public inquiries
- Respond to HUD letters/correspondence
- Assist in preparing for HUD monitoring/audit

CHDO Project Management

Approve Second Amendments to Professional Services Agreement with Avant Garde Inc. and Michael Baker International for Administration of Community Development Block Grant (“CDBG”)/Home Investment Partnership Act (“HOME”) Program Services

Page 3 of 4

- Coordinate with CHDO entity for the development of affordable housing
- Provide technical assistance in evaluating affordable housing projects, including maximum subsidy per unit, underwriting requirements, and subsidy layering.

Michael Baker

- Lead the preparation of the Annual Action Plan
- Lead the preparation of the Consolidated Annual Pre-performance Evaluation Report
- Lead the update of the Citizens Participation Plan
- Led the preparation of the 5-year Consolidated Plan
- Led the preparation of the Analysis of Impediments to Fair Housing Choice
- Sets up activities into HUD’s Integrated Disbursement and Information System (IDIS)
- Prepares all IDIS reports
- Prepares draw down vouchers in IDIS
- CDBG and HOME Fiscal Management
- Prepare correspondence and response to HUD inquiries and findings

ANALYSIS

Avant Garde Inc. has provided the necessary services to the City in the administration of the HOME/CDBG Programs. Avant Garde Inc. desires to continue their contractual agreement with the City and as such submitted a letter of intent to exercise the extension of their respective agreement. This request for a second amendment to extend the First Amendment to Professional Services Agreement No. 3327 from December 14, 2019, to June 30, 2020, represents the last and final extension to the contract. Staff is recommending that the City Council approve a six (6) month extension to the First Amendment to Professional Services Agreement No. 3327 for a not-to-exceed amount of \$26,500. It is the request of staff to extend the contract through June 30, 2020, or until the above-referenced funds are expended which may occur prior to June 30, 2020, as to align with the Fiscal Year calendar.

Michael Baker has also provided the necessary services to the City in the administration of the HOME/CDBG Programs. Michael Baker desires to continue their contractual agreement with the City and as such submitted a letter of intent to exercise the extension of their respective agreement. This request for a second amendment to extend the First Amendment to Professional Services Agreement No. 3330 from December 14, 2019, to June 30, 2020, represents the last and final extension to the contract. Staff is recommending that the City Council approve a six (6) month extension to First Amendment to Professional Services Agreement No. 3330 for a not-to-exceed amount of \$18,500. It is the request of staff to extend the contract through June 30, 2020, or until the above-referenced funds are expended which may occur prior to June 30, 2020, but in as to align with the Fiscal Year calendar.

Approve Second Amendments to Professional Services Agreement with Avant Garde Inc. and Michael Baker International for Administration of Community Development Block Grant (“CDBG”)/Home Investment Partnership Act (“HOME”) Program Services

Page 4 of 4

FISCAL IMPACT

The City’s CDBG allocation for FY 2019-20 is \$669,491. The allowable Administration CAP is 20% or \$133,898. The new proposed Administration budget for FY 2019-20 is under the CAP.

Original FY 2019-20 CDBG Administration Budget	=	\$100,000.00
Program Carry Over from FY 2017-18	=	\$ 14,500.00
Unassigned existing Program Budget from FY 2019-20	=	<u>\$ 5,750.00</u>
Revised FY 2019-20 CDBG Administration Budget	=	\$120,250.00

Pursuant to prior approval, AGI and Michael Baker were each allocated 50% of the CDBG Administration budget.

CDBG Admin	AGI	Michael Baker
Revised FY 2019-20 Budget	\$60,125.00	\$60,125.00
Amount Invoiced July 2019 – Dec 2019	\$33,561.11	\$41,556.00
Balance available Jan 2020 – Jun 2020	\$26,563.89	\$18,569.00

Housing Set Aside Funds	AGI	Michael Baker
General Ledger Reconciliation	\$5,460.00	
Rehab Loan Reconciliation		\$2,700.00

The Professional Services Agreements will be funded through the annual CDBG/HOME allocation and Housing Asset Funds.

SUMMARY

The City Council will consider approving a Second Amendment to the Professional Services Agreements for CDBG/HOME Program Services with Avant Garde Inc. (“AGI”) and Michael Baker International (“Michael Baker”) and authorize the City Manager to execute the Amendments on behalf of the City.

In addition, the City Council will authorize the City Manager to issue a Request for Proposals (“RFP”) for CDBG/HOME Program Services.

ATTACHMENT(S)

- A. Second Amendment to Professional Services Agreement with Avant Garde Inc.
- B. Second Amendment to Professional Services Agreement with Michael Baker International
- C. First Amendment to Professional Services Agreement with Avant Garde Inc.
- D. First Amendment to Professional Services Agreement with Michael Baker International

ATTACHMENT A

**SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NO. 3327
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
AVANT GARDE INC.**

THIS SECOND AMENDMENT to Professional Services Agreement No. 3327 ("Second Amendment"), is effective this 14th day of December 2019, by and between the CITY OF MONTEBELLO ("City") and AVANT GARDE INC. ("Consultant"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Professional Services Agreement No. 3327, dated December 14, 2017 ("Agreement"), pursuant to which City retained Consultant to provide project management and funding compliance services;

WHEREAS, the Parties entered into a first Amendment to Agreement No. 3327 on or about December 19, 2018 ("Amendment"), where the City Council approved the Agreement to include an initial one-year term with an option to extend the Agreement's term for a maximum of two (2) one-year intervals, at the City's sole discretion ("Extension"); and

WHEREAS, now the City desires and Consultant requests a second extension of the Agreement in accordance with the City Council's initial approval of the Agreement; and

WHEREAS, the Agreement provides that the Parties may amend the Agreement subject to a writing appropriately signed by both Parties and expressly referencing the Agreement; and

WHEREAS, the Parties, being mutually satisfied with their respective performance under the Agreement, desire to extend the term of the Agreement until June 30, 2020, on the terms and conditions set forth herein and in the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended and now terminates on June 30, 2020, unless terminated earlier by either Party as set forth pursuant to the provisions of the Agreement.

2. **Compensation**

In consideration for Consultant continuing to provide those services outlined in the Agreement during the term of this Extension, the City shall pay Consultant an amount not to exceed **Twenty Six Thousand Five Hundred Dollars** (\$26,500), for the duration of the Agreement as amended by this Second Amendment ("Compensation").

3. **Remainder of Agreement Effective.** All other terms and conditions of the Agreement and first Amendment shall remain in full force and effect, except as otherwise expressly stated in this Second Amendment.

4. **Termination of Agreement.** Either Party may terminate this Agreement at any time, upon presentation of a thirty (30) day notice given to the other party.

IN WITNESS WHEREOF, this Extension is signed by the Parties hereto as of the day and year first set forth above.

THE CITY OF MONTEBELLO

AVANT GARDE INC.

Rene Bobadilla
City Manager

Ana Marie LeNoue
President

Date: _____

Date: _____

ATTEST:

Irma Bernal-Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT B

**SECOND AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NO. 3330
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
MICHAEL BAKER INTERNATIONAL**

THIS SECOND AMENDMENT to Professional Services Agreement No. 3330 ("Second Amendment"), is effective this 14th day of December 2019, by and between the CITY OF MONTEBELLO ("City") and MICHAEL BAKER INTERNATIONAL ("Consultant"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Professional Services Agreement No. 3330, dated December 14, 2017 ("Agreement"), pursuant to which City retained Consultant to provide project management and funding compliance services;

WHEREAS, the Parties entered into a first Amendment to Agreement No. 3330 on or about December 19, 2018 ("Amendment"), where the City Council approved the Agreement to include an initial one-year term with an option to extend the Agreement's term for a maximum of two (2) one-year intervals, at the City's sole discretion ("Extension"); and

WHEREAS, now the City desires and Consultant requests a second extension of the Agreement in accordance with the City Council's initial approval of the Agreement; and

WHEREAS, the Agreement provides that the Parties may amend the Agreement subject to a writing appropriately signed by both Parties and expressly referencing the Agreement; and

WHEREAS, the Parties, being mutually satisfied with their respective performance under the Agreement, desire to extend the term of the Agreement until June 30, 2020, on the terms and conditions set forth herein and in the Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended and now terminates on June 30, 2020, unless terminated earlier by either Party as set forth pursuant to the provisions of the Agreement.

2. **Compensation**

In consideration for Consultant continuing to provide those services outlined in the Agreement during the term of this Extension, the City shall pay Consultant an amount not to exceed **Eighteen Thousand Five Hundred Dollars** (\$18,500), for the duration of the Agreement as amended by this Second Amendment ("Compensation").

3. **Remainder of Agreement Effective.** All other terms and conditions of the Agreement and first Amendment shall remain in full force and effect, except as otherwise expressly stated in this Second Amendment.

4. **Termination of Agreement.** Either Party may terminate this Agreement at any time, upon presentation of a thirty (30) day notice given to the other party.

IN WITNESS WHEREOF, this Extension is signed by the Parties hereto as of the day and year first set forth above.

THE CITY OF MONTEBELLO

MICHAEL BAKER INTERNATIONAL

Rene Bobadilla
City Manager

Albert V. Warot
Associate Vice President

Date: _____

Date: _____

ATTEST:

Irma Bernal-Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT C

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NO. 3327
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
AVANT GARDE INC.**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3327 (this "Amendment"), is entered into this 19th day of December, 2018 by and between the **CITY OF MONTEBELLO** (the "City") and **AVANT GARDE INC.** ("Consultant"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Professional Services Agreement No. 3327, dated December 14, 2017 (the "Agreement"), pursuant to which City retained Consultant to provide services related to the Community Development Department and HUD-related project management and funding compliance;

WHEREAS, the City Council approved the Agreement to include an initial one-year term with an option to extend the Agreement's term for a maximum of two (2) one-year intervals, at the City's sole discretion; and

WHEREAS, due to a clerical error, the initial term of the Agreement expires November 13, 2018, and does not include any express extension authority; and

WHEREAS, Consultant requests a one-year extension of the Agreement in accordance with the City Council's initial approval of the Agreement; and

WHEREAS, the Agreement provides that the Parties may amend the Agreement subject to a writing appropriately signed by both Parties and expressly referencing the Agreement; and

WHEREAS, the Parties being mutually satisfied with their respective performance under the Agreement, desire to extend the initial term of the Agreement until December 13, 2019 on the terms and conditions set forth herein this Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended and now terminates on December 13, 2019, unless terminated earlier by either Party as set forth pursuant to the provisions of the Agreement.
2. **Compensation.** In consideration for Consultant continuing to provide those services and perform its obligations outlined in the Agreement, the City shall pay to the Consultant, in combination with amounts previously paid under the Agreement, a cumulative amount not to exceed two hundred seventy-six

thousand and six hundred forty dollars (\$276,640.00), for the duration of the Agreement as amended by this Amendment ("Compensation"). This Compensation represents the not-to-exceed amount within Section 3 of the Agreement, but is multiplied by two to account for the two-year term now approved by both Parties with this Amendment.

3. **Remainder of Agreement Effective.** All other terms and conditions of the Agreement shall remain in full force and effect, except as otherwise expressly stated in this Amendment.

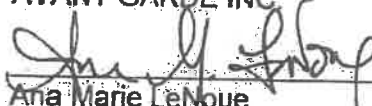
IN WITNESS WHEREOF, this Amendment is signed by the Parties hereto as of the day and year first set forth above.

CITY OF MONTEBELLO


Andrew Pasmant
Acting City Manager

Date: 12/27/18

AVANT GARDE INC


Ana Marie LeNoue
President

Date: 01-3-19 ^{AP} 01-03-19

ATTEST:


Irma Barajas, City Clerk

APPROVED AS TO FORM:


Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT D

**FIRST AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT NO. 3330
BY AND BETWEEN
THE CITY OF MONTEBELLO
AND
MICHAEL BAKER INTERNATIONAL**

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3330 (this "Amendment"), is entered into this 19th day of December, 2018 by and between the **CITY OF MONTEBELLO** (the "City") and **MICHAEL BAKER INTERNATIONAL** ("Consultant"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties") entered into that certain Professional Services Agreement No. 3330, dated December 14, 2017 (the "Agreement"), pursuant to which City retained Consultant to provide services related to the Community Development Department and HUD-related project management and funding compliance;

WHEREAS, the City Council approved the Agreement to include an initial one-year term with an option to extend the Agreement's term for a maximum of two (2) one-year intervals, at the City's sole discretion; and

WHEREAS, due to a clerical error, the initial term of the Agreement expires November 13, 2018, and does not include any express extension authority; and

WHEREAS, Consultant requests a one-year extension of the Agreement in accordance with the City Council's initial approval of the Agreement; and

WHEREAS, the Agreement provides that the Parties may amend the Agreement subject to a writing appropriately signed by both Parties and expressly referencing the Agreement; and

WHEREAS, the Parties being mutually satisfied with their respective performance under the Agreement, desire to extend the initial term of the Agreement until December 13, 2019 on the terms and conditions set forth herein this Amendment.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Term.** The term of the Agreement is hereby extended and now terminates on December 13, 2019, unless terminated earlier by either Party as set forth pursuant to the provisions of the Agreement.
2. **Compensation.** In consideration for Consultant continuing to provide those services and perform its obligations outlined in the Agreement, the City shall pay to the Consultant, in combination with amounts previously paid under the Agreement, a cumulative amount not to exceed one hundred twenty thousand

dollars (\$120,000.00), for the duration of the Agreement as amended by this Amendment ("Compensation"). This Compensation represents the not-to-exceed amount within Section 3 of the Agreement, but is multiplied by two to account for the two-year term now approved by both Parties with this Amendment.

3. **Remainder of Agreement Effective.** All other terms and conditions of the Agreement shall remain in full force and effect, except as otherwise expressly stated in this Amendment.

IN WITNESS WHEREOF, this Amendment is signed by the Parties hereto as of the day and year first set forth above.

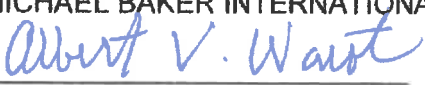
CITY OF MONTEBELLO



Andrew Pasmant
Acting City Manager

Date: 12/27/18

MICHAEL BAKER INTERNATIONAL



Albert V. Warot
Associate Vice President

Date: 1/17/19

ATTEST:



Irma Barajas, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

Michael Baker

INTERNATIONAL

We Make a Difference

October 25, 2018

Mr. Andrew Pasmant, Acting City Manager
CITY OF MONTEBELLO
1600 W. Beverly Boulevard
Montebello, CA 90806

RE: Extension of Agreement for Community Development Block Grant and HOME Administration Services

Dear Mr. Pasmant:

On October 17, 2017, Michael Baker International (Michael Baker) submitted a proposal to provide CDBG and HOME administration services to the City of Montebello. The proposal was submitted in response to a Request for Proposals (RFP) issued by the City for such services. The RFP clearly stated the City's intent that any resulting contract for CDBG and HOME administration services will be for a three-year time period with the option for up to two (2) one-year extensions at the sole and absolute discretion of the City.

On December 13, 2017, Michael Baker was awarded a contract by the City of Montebello (Professional Services Agreement 3330) to provide CDBG and HOME administration services. The term of the agreement was through November 13, 2018 and will expire on that date unless extended by the City. Therefore, Michael Baker is requesting that the City extend the term of Agreement 3330 for one year, through November 14, 2019, consistent with the City's intent expressed in the RFP and based on Michael Baker's performance. The scope of services and compensation would be the same as for the past year and all other provisions of the agreement would remain in full force and effect.

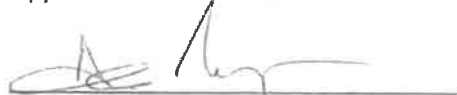
The granting of this request can be acknowledged by signing in the space provided below.

Respectfully submitted,

Albert V. Warot

Albert V. Warot
Associate Vice President

Approval and Authorization to Proceed



City of Montebello

1/10/2019

Date

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: **Approval of First Amendment to Agreement No. 3419 with Leed Electrical for On-Call Electrical Services**

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 3419 for On-Call Electrical Services with Leed Electric, Inc.; and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND / ANALYSIS

On June 27, 2018, after issuing a request for proposals (RFP 18-42) and receiving two responses, the City awarded a contract to Leed Electric, Inc., for On-Call Electrical Services. The contract is for an initial length of three (3) years, with an option to extend the contract for two additional one-year terms.

Since July of 2018, Leed Electric, Inc. has provided quality maintenance and repair services for electrical systems at City Hall, park facilities, fire stations and the Transportation facility. City Hall is currently undergoing construction and rehabilitation work which requires the repair/relocation of existing and installation of new electrical wiring, conduit and receptacles.

The original scope of the RFP and contract did not include sufficient funding for extra repairs and projects. Additionally, unforeseen electrical repairs have been made at City Hall and during the move to the new Recreation office. There is a need for replacement of lighting at the Golf Course parking lot, a new transformer at the Transportation yard and additional electric work at City Hall and other facilities.

The originally approved annual maintenance contract was for a not-to-exceed amount of \$30,000. Based on estimates for the additional work, staff is recommending the annual

contract be increased by \$80,000. This amendment to cover the additional as-needed work would increase the base contract not-to-exceed amount to \$110,000.

FISCAL IMPACT

The additional work and projects will be paid from utilizing various funding sources: former Redevelopment Agency excess bond funds, Transit Fund and the General Fund. The FY 2019-20 adopted operating and capital budgets include sufficient appropriations for the requested \$80,000 increase to the base contract amount.

Approximately \$35,000 in building improvement expenditures will be funding utilizing the excess bond funds. The Transit Fund will provide \$25,000 for the additional work. The General Fund will pick up the remaining \$20,000 as part of various Department's Maintenance and Operations budgets.

This funding is available in the various accounts described above. No budget amendments are necessary to provide for the additional \$80,000 in repair, maintenance and related electrical work.

SUMMARY

The City Council will consider approval of the First Amendment to Agreement No. 3419 with Leed Electric, Inc., for On-Call Electrical Services to increase the annual not-to-exceed contract amount by \$80,000 for a total of \$110,000.

ATTACHMENTS

First Amendment to Agreement No. 3419

AGREEMENT NO. _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3419) BY AND BETWEEN THE CITY OF MONTEBELLO AND LEED ELECTRIC, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and LEED ELECTRIC, INC., (**"First Amendment"**) is entered into this 25th day of March 2020 ("Effective Date"), by and between Leed Electric, Inc., (**"Contractor"**) and the City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain agreement for On-Call Electrical Services by and between the City of Montebello and Leed Electric, Inc., dated June 27, 2018 (the **"Agreement"**), pursuant to which City retained Contractor to provide annual On-Call Electrical Services, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to add additional maintenance services to the contract and budget for as-needed repairs, thereby increasing the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this First Amendment.

SECTION 2. Compensation. For the remainder of term of the Agreement subsequent to the first year of the Agreement, Contractor shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not to exceed \$110,000.00.

SECTION 3. Remainder of Agreement Effective. Except as expressly amended in Section 2 of this First Amendment, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Section 2 of this First Amendment and the Agreement, then the terms of Section 2 of this First Amendment shall control to the extent of such conflict.

IN WITNESS WHEREOF, the Parties execute this First Amendment to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

LEED ELECTRIC, INC.

René Bobadilla
City Manager

Seyed Jamali-Dinan
President

Dated: _____

Dated: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Update to Salary Resolution and Table of Organization (Position Listing)**

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council approve a resolution updating the compensation plan and table of organization (position listing).

BACKGROUND

The Montebello Municipal Code and Civil Service Rules, as well as the California Public Employees Retirement System (PERS) require an approved salary resolution (i.e., compensation plan) and position listing (Attachments 1 and 2). Throughout the fiscal year, updates are made to the organization which impact the position listing (i.e., master position control). This action is being recommended to reflect updates to the salary resolution and position listing since the Fiscal Year 2019-20 budget was adopted on June 29, 2019.

The position listing (Attachment 2) reflects the current (i.e., as of today, since budget adoption) table of organization for each department. It is meant to indicate the number of positions by classification, but does not reflect which positions are filled or vacant. There is constant flux in staffing levels in each department, as employees leave and new ones join the organization.

Department salary and benefit budgets are developed using multiple assumptions of when vacant positions may be filled, at what salary new employees will be hired, etc. Oftentimes, a position that is vacant at the beginning of the fiscal year will remain so for longer than anticipated. This situation provides salary savings since the position was budgeted for the entire fiscal year. For each month a position remains vacant, that represents salary savings vs. the adopted budget.

When new positions are needed due to reassessments of organizational need, budgets are reviewed to decide if adjustments need to be made. When there are salary savings due to positions remaining vacant longer than anticipated, or being vacated sooner than expected, then no budget amendment is needed.

The updated position listing (Attachment 2) provides an overview of the new positions needed since the budget was adopted. Some of these positions are filled, while others remain vacant while recruitments are being conducted. The paragraphs below outline the various position adjustments made since the budget was adopted.

Administration. There are new positions required based on organizational needs. For example, a “stand alone” Assistant City Manager position was created, with the incumbent starting in August, 2019. The Public Information Officer started the week of March 23, 2020. The Senior Management Analyst was added when the Management Analyst was moved to Public Works to fill a need in both departments. The Administrative Secretary position is also new. Administration’s Fiscal Year 2019-20 adopted budget for salaries is \$464,713. The projected amount, based on year to date expenditure date, is \$464,000.

Human Resources and Finance. These two departments each have an Administrative Secretary position added since budget adoption, with a Senior Management Analyst added in Finance. All of these positions are currently vacant, with plans to fill the positions no sooner than June based on current recruitment plans. There is salary savings in both departments, which will more than offset one month of expenditures should those positions actually be filled in FY 2019-20. In addition, the Financial Services Manager position in Finance is vacant, and will remain so for the remainder of FY 2019-20, providing salary savings. Human Resources is projected to come in under budget, \$494,000 versus an adopted budget of \$541,044. Finance will spend approximately \$852,000, against a budget of \$1,033,910.

Public Works, Planning and Community Development and Transit. There are positions listed in each of these departments which have been added since adoption of the FY 2019-20 budget. All of these positions are currently vacant and most likely will remain so until at least June. The intent of listing these is to provide an updated picture of what each Director needs for their departments. These positions provide additional capacity to deliver needed services to internal and external customers. There is currently no budget impact to these positions, and should they be filled by June 2020, there will be savings in each department to provide sufficient funding. For example, Public Works is projected to spend \$599,000, versus an adopted budget of \$688,659. Community development will be more than \$50,000 under budget, (\$523,000 versus \$578,554).

Recreation and Community Services. The Deputy Director position was added to this department to manage the numerous facilities projects throughout the City. The Management Analyst position has provided the department with special project and budget assistance, and was instrumental in the recent launch of the “My Montebello”

mobile application. The part-time Public Works Manager was filled with a retired annuitant, but is now vacant as the incumbent has worked the allowed 960 hours. There is salary savings from two positions that were budgeted, but have been eliminated (they were vacant) based on the need for different positions (i.e., Deputy Director and Management Analyst). The salary savings from those vacant positions is applied to the new positions. Also, the Park Ranger positions were eliminated, and the budget was moved to the Police Department to provide funding for Police Cadets. Parks and Recreation is projected to be \$209,000 under budget in salaries.

Fire. The department is filling needs for coordinating the City's response to homeless issues as well as the lack of dedicated budget, purchasing and related finance support. Therefore, a Deputy Director position has been added to deal specifically with various homeless related issues. Also, two Senior Management Analyst positions have been added to provide much needed budget and other finance support to the Department. The Fire Department is the only department projected to have salaries over budget: approximately \$344,000.

As discussed in detail in the mid-year report presented to City Council on March 11, 2020, the primary reason for salary and benefits being over budget is due to recently approved (October 2019) labor agreements with both Fire Department bargaining units. The mid-year report also discussed how no expenditure provisions were included in the FY 2019-20 budget for raises or other adjustments that were ultimately approved with the new Memoranda of Understanding (MOU) with the Fire bargaining groups. However, with the combined \$724,000 in salary savings in the other departments, a budget transfer will be made administratively to cover this budget overage.

The changes to staffing since the adoption of the FY 2019-20 budget are necessary to deliver improved service to internal and external customers of the City. These organizational changes have been made to better align staffing with the expected and necessary level of service for each department. As management continues evaluating the organization, additional changes to the composition of staffing in each department will occur. The next update to the staffing plan (i.e., position listing) and salary resolution will be part of the FY 2020-21 budget development process.

FISCAL IMPACT

There is no fiscal impact by approving the updated salary resolution and master position control. The addition and filling of positions since adoption of the FY 2019-20 budget does not require a budget amendment. As described above, salary savings provide adequate funding to pay for these positions – many of which were filled for only part of the current fiscal year. Other positions added since budget adoption remain vacant as of this report, hence having not budgetary impact.

The table below provides a summary of the adopted budget versus projected expenditures (salaries) for each department:

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 25, 2020
 UPDATE TO SALARY RESOLUTION AND TABLE OF ORGANIZATION (POSITION
 LISTING)
 Page 4 of 4

	FY 19-20 Adopted Budget	FY 19-20 Projections*	Variance Savings / (OverBudget)
ADMINISTRATION	464,713	464,000	713
HUMAN RESOURCES	541,044	494,000	47,044
PUBLIC WORKS	688,659	599,000	89,659
FINANCE	1,033,910	852,000	181,910
COMMUNITY DEVELOPMENT	578,554	523,000	55,554
PARKS AND RECREATION	955,390	746,000	209,390
POLICE	8,484,873	8,345,000	139,873
FIRE	4,797,096	5,141,000	(343,904)
	34,708,239	17,544,239	380,239
<i>*Per mid-year update</i>			

The forecasted salary savings in each department will provide sufficient funding should a budget transfer be necessary. Staff will continue to monitor expenditures each month and will work with Departments to adjust their budgets as necessary.

ATTACHMENTS

1. Resolution Updating the Compensation Plan and Table of Organization (Position Listing, Exhibit A)

RESOLUTION NO. _____

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

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

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

ELECTED OFFICIALS		MONTHLY SALARY RANGES		
City Councilmembers		1,032	-	1,032
City Clerk		695	-	695
City Treasurer		695	-	695
CLASSIFIED MANAGEMENT		MONTHLY SALARY RANGES		
Fire Battalion Chief (eff 7/7/19)		10,385	-	11,607
Fire Battalion Chief (eff 1/5/20)		10,801	-	12,071
Fire Battalion Chief (eff 1/3/21)		11,233	-	12,554
Fire Captain (eff 4/28/19)		6,920	-	8,693
Fire Captain (eff 10/13/19)		7,196	-	9,040
Fire Captain (eff 1/5/20)		7,484	-	9,402
Fire Captain (eff 1/3/21)		7,933	-	9,966
Police Captain (eff 7/7/19)		11,878	-	13,273
Police Captain (eff 1/5/20)		12,591	-	14,069
Police Captain (eff 1/3/21)		13,346	-	14,913
Police Lieutenant (eff 7/7/19)		10,483	-	11,714
Police Lieutenant (eff 1/5/20)		11,112	-	12,417
Police Lieutenant (eff 1/3/21)		11,779	-	13,162
Police Sergeant (eff 7/7/19)		8,485	-	9,530
Police Sergeant (eff 1/5/20)		8,994	-	10,101
Police Sergeant (eff 1/3/21)		9,534	-	10,707
CLASSIFIED NON-MANAGEMENT		RANGES	MONTHLY SALARY RANGES	
Account Clerk I (eff 4/28/19)		63.7	2,430	- 3,101
Account Clerk I (eff 1/5/20)		63.8	2,527	- 3,225
Account Clerk I (eff 1/3/21)		63.9	2,628	- 3,354
Account Clerk II (eff 4/28/19)		64.0	2,888	- 3,686

Account Clerk II (eff 1/5/20)	64.1	3,004	-	3,834
Account Clerk II (eff 1/3/21)	64.2	3,124	-	3,987
Assistant Planner (eff 4/28/19)	64.9	3,615	-	4,614
Assistant Planner (eff 1/5/20)	65.0	3,760	-	4,799
Assistant Planner (eff 1/3/21)	65.1	3,910	-	4,991
Body Shop Mechanic (eff 4/14/19)	62.8	4,052	-	5,171
Body Shop Mechanic (eff 1/5/20)	62.9	4,214	-	5,378
Body Shop Mchanic (eff 1/3/21)	63.0	4,382	-	5,593
Building Maintenance Tradeworker I (eff 4/28/19)	65.2	2,551	-	3,255
Building Maintenance Tradeworker I (eff 1/5/20)	65.3	2,653	-	3,385
Building Maintenance Tradeworker I (eff 1/3/21)	65.4	2,760	-	3,520
Building Maintenance Tradeworker II (eff 4/28/19)	65.5	2,748	-	3,507
Building Maintenance Tradeworker II (eff 1/5/20)	65.6	2,858	-	3,647
Building Maintenance Tradeworker II (eff 1/3/21)	65.7	2,972	-	3,793
Building Permit Technician (eff 4/28/19)	65.8	2,680	-	3,421
Building Permit Technician (eff 1/5/20)	65.9	2,787	-	3,557
Building Permit Technician (eff 1/3/21)	66.0	2,899	-	3,700
Bus Operator (eff 4/14/19)	62.2	3,319	-	4,235
Bus Operator (eff 1/5/20)	62.3	3,451	-	4,405
Bus Operator (eff 1/3/21)	62.4	3,589	-	4,581
Clerk Typist (eff 4/28/19)	66.7	2,371	-	3,025
Clerk Typist (eff 1/5/20)	66.8	2,466	-	3,146
Clerk Typist (eff 1/3/21)	66.9	2,565	-	3,272
Combination Building Inspector (eff 4/28/19)	67.6	3,615	-	4,614
Combination Building Inspector (eff 1/5/20)	67.7	3,760	-	4,799
Combination Building Inspector (eff 1/3/21)	67.8	3,910	-	4,991
Community Services Coordinator (eff 4/28/19)	68.5	2,817	-	3,596
Community Services Coordinator (eff 1/5/20)	68.6	2,930	-	3,740
Community Services Coordinator (eff 1/3/21)	68.7	3,047	-	3,889
Court Liaison (eff 4/28/19)	68.8	2,817	-	3,596
Court Liaison (eff 1/5/20)	68.9	2,930	-	3,740
Court Liaison (eff 1/3/21)	69.0	3,047	-	3,889
Engineering Technician (eff 4/28/19)	70.0	3,439	-	4,390
Engineering Technician (eff 1/5/20)	70.1	3,577	-	4,565
Engineering Technician (eff 1/3/21)	70.2	3,720	-	4,748
Equipment Mechanic A (eff 4/14/19)	62.5	4,052	-	5,171
Equipment Mechanic A (eff 1/5/20)	62.6	4,214	-	5,378
Equipment Mechanic A (eff 1/3/21)	62.7	4,382	-	5,593
Equipment Service Worker (eff 4/14/19)	63.1	2,857	-	3,648
Equipment Service Worker (eff 1/5/20)	63.2	2,972	-	3,793
Equipment Service Worker (eff 1/3/21)	63.3	3,091	-	3,945
Finance Technician (eff 4/28/19)	70.3	3,527	-	4,500
Finance Technician (eff 1/5/20)	70.4	3,668	-	4,680
Finance Technician (eff 1/3/21)	70.5	3,815	-	4,867

Fire Engineer (eff 4/28/19)	A-F	5,807	-	7,412	(23.9281 - 30.5443/hr)	(56 hr/week)
Fire Engineer (eff 10/13/19)	A-F	6,039	-	7,709	(24.8852 - 31.7661/hr)	(56 hr/week)
Fire Engineer (eff 1/5/20)	A-F	6,280	-	8,017	(25.8806 - 33.0367/hr)	(56 hr/week)
Fire Engineer (eff 1/3/21)	A-F	6,657	-	8,498	(27.4335 - 35.0189/hr)	(56 hr/week)
Fire Inspector I (eff 4/28/19)	70.6	3,615	-	4,614		
Fire Inspector I (eff 1/5/20)	70.7	3,760	-	4,799		
Fire Inspector I (eff 1/3/21)	70.8	3,910	-	4,991		
Firefighter (eff 4/28/19)	A-F	4,944	-	6,314	(20.3716 - 26.0202/hr)	(56 hr/week)
Firefighter (eff 10/13/19)	A-F	5,141	-	6,567	(21.1864 - 27.0610/hr)	(56 hr/week)
Firefighter (eff 1/5/20)	A-F	5,347	-	6,829	(22.0339 - 28.1434/hr)	(56 hr/week)
Firefighter (eff 1/3/21)	A-F	5,668	-	7,239	(23.3559 - 29.8320/hr)	(56 hr/week)
Golf Cart Mechanic (eff 4/28/19)	70.9	2,641	-	3,370		
Golf Cart Mechanic (eff 1/5/20)	71.0	2,747	-	3,505		
Golf Cart Mechanic (eff 1/3/21)	71.1	2,856	-	3,645		
Golf Course Equipment Mechanic (eff 4/28/19)	71.2	3,562	-	4,545		
Golf Course Equipment Mechanic (eff 1/5/20)	71.3	3,704	-	4,727		
Golf Course Equipment Mechanic (eff 1/3/21)	71.4	3,852	-	4,916		
Human Resources Technician (eff 7/25/19)	77.2	4,656	-	5,943		
Human Resources Technician (eff 1/5/20)	77.3	4,842	-	6,180		
Human Resources Technician (eff 1/3/21)	77.4	5,036	-	6,427		
Maintenance Worker (eff 4/28/19)	72.4	2,551	-	3,255		
Maintenance Worker (eff 1/5/20)	72.5	2,653	-	3,385		
Maintenance Worker (eff 1/3/21)	72.6	2,760	-	3,520		
Parking Control Officer (eff 4/28/19)	72.7	2,680	-	3,421		
Parking Control Officer (eff 1/5/20)	72.8	2,787	-	3,557		
Parking Control Officer (eff 1/3/21)	72.9	2,899	-	3,700		
Police Community Service Officer (eff 4/28/19)	73.3	2,430	-	3,101		
Police Community Service Officer (eff 1/5/20)	73.4	2,527	-	3,225		

Police Community Service Officer (eff 1/3/21)	73.5	2,628	-	3,354
Police Corporal (eff 7/7/19)	76.9	6,206	-	7,920
Police Corporal (eff 1/5/20)	77.0	6,578	-	8,395
Police Corporal (eff 1/3/21)	77.1	6,973	-	8,899
Police Dispatcher I (eff 4/28/19)	73.6	3,801	-	4,850
Police Dispatcher I (eff 1/5/20)	73.7	3,953	-	5,044
Police Dispatcher I (eff 1/3/21)	73.8	4,111	-	5,246
Police Dispatcher II (eff 4/28/19)	73.9	4,414	-	5,633
Police Dispatcher II (eff 1/5/20)	74.0	4,590	-	5,858
Police Dispatcher II (eff 1/3/21)	74.1	4,774	-	6,093
Police Officer (eff 7/7/19)	76.6	5,758	-	7,350
Police Officer (eff 1/5/20)	76.7	6,103	-	7,791
Police Officer (eff 1/3/21)	76.8	6,470	-	8,258
Police Records Clerk (eff 4/28/19)	74.2	2,490	-	3,178
Police Records Clerk (eff 1/5/20)	74.3	2,589	-	3,305
Police Records Clerk (eff 1/3/21)	74.4	2,693	-	3,437
Police Records Technician (eff 4/28/19)	74.5	2,748	-	3,507
Police Records Technician (eff 1/5/20)	74.6	2,858	-	3,647
Police Records Technician (eff 1/3/21)	74.7	2,972	-	3,793
Property & Evidence Technician (eff 4/28/19)	75.1	2,817	-	3,596
Property & Evidence Technician (eff 1/5/20)	75.2	2,930	-	3,740
Property & Evidence Technician (eff 1/3/21)	75.3	3,047	-	3,889
Risk Management Assistant (eff 4/28/19)	75.4	2,693	-	3,438
Risk Management Assistant (eff 1/5/20)	75.5	2,801	-	3,576
Risk Management Assistant (eff 1/3/21)	75.6	2,913	-	3,719
Secretary (eff 4/28/19)	75.7	2,748	-	3,507
Secretary (eff 1/5/20)	75.8	2,858	-	3,647
Secretary (eff 1/3/21)	75.9	2,972	-	3,793
Storekeeper (eff 4/14/19)	63.4	3,489	-	4,453
Storekeeper (eff 1/5/20)	63.5	3,629	-	4,631
Storekeeper (eff 1/3/21)	63.6	3,774	-	4,816
Telecommunications Technician (eff 4/28/19)	76.0	3,896	-	4,973
Telecommunications Technician (eff 1/5/20)	76.1	4,052	-	5,172
Telecommunications Technician (eff 1/3/21)	76.2	4,214	-	5,379
Tree Trimmer (eff 4/28/19)	76.3	2,817	-	3,596
Tree Trimmer (eff 1/5/20)	76.4	2,930	-	3,740
Tree Trimmer (eff 1/3/21)	76.5	3,047	-	3,889

UNCLASSIFIED MANAGEMENT	MONTHLY SALARY RANGES			
Accounting Manager (eff 4/28/19)	6,766	-	8,225	
Accounting Manager (eff 1/5/20)	7,037	-	8,554	
Accounting Manager (eff 1/3/21)	7,318	-	8,896	
Accounting Supervisor (eff 5/26/19)	5,087	-	6,185	

Accounting Supervisor (eff 1/5/20)	5,291	-	6,433
Accounting Supervisor (eff 1/3/21)	5,502	-	6,690
Assistant City Manager (eff 6/27/19)	11,906	-	15,751
Assistant Director (eff 03/11/2020)	9,380		11,400
Assistant Golf Course Superintendent (eff 5/26/19)	3,953	-	4,808
Assistant Golf Course Superintendent (eff 1/5/20)	4,111	-	5,001
Assistant Golf Course Superintendent (eff 1/3/21)	4,276	-	5,200
Assistant to the City Manager (eff 4/28/19)	5,564	-	6,767
Assistant to the City Manager (eff 1/5/20)	5,787	-	7,038
Assistant to the City Manager (eff 1/3/21)	6,018	-	7,319
Assistant Tree Maintenance Supervisor (eff 5/26/19)	3,753	-	4,579
Assistant Tree Maintenance Supervisor (eff 1/5/20)	3,903	-	4,763
Assistant Tree Maintenance Supervisor (eff 1/3/21)	4,060	-	4,953
Associate Planner (eff 5/26/19)	5,564	-	6,767
Associate Planner (eff 1/5/20)	5,787	-	7,038
Associate Planner (eff 1/3/21)	6,018	-	7,319
Building Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Building Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Building Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Building Official (eff 4/28/19)	5,844	-	7,106
Building Official (eff 1/5/20)	6,078	-	7,390
Building Official (eff 1/3/21)	6,321	-	7,686
Chief Management Analyst (eff 4/28/19)	5,610	-	6,821
Chief Management Analyst (eff 1/5/20)	5,835	-	7,093
Chief Management Analyst (eff 1/3/21)	6,068	-	7,377
City Manager	20,000	-	20,000
Code Enforcement Manager (eff 4/28/19)	5,301	-	6,446
Code Enforcement Manager (eff 1/5/20)	5,513	-	6,704
Code Enforcement Manager (eff 1/3/21)	5,734	-	6,972
Communications Management Analyst (eff 4/28/19)	4,578	-	5,567
Communications Management Analyst (eff 1/5/20)	4,761	-	5,790
Communications Management Analyst (eff 1/3/21)	4,952	-	6,021
Communications Supervisor (eff 5/26/19)	5,301	-	6,446
Communications Supervisor (eff 1/5/20)	5,513	-	6,704
Communications Supervisor (eff 1/3/21)	5,734	-	6,972
Community Services Supervisor (eff 5/26/19)	4,360	-	5,301
Community Services Supervisor (eff 1/5/20)	4,534	-	5,513
Community Services Supervisor (eff 1/3/21)	4,716	-	5,734
Controller (eff 4/28/19)	7,514	-	9,131
Controller (eff 1/5/20)	7,814	-	9,496
Controller (eff 1/3/21)	8,127	-	9,876
Deputy City Clerk (eff 8/15/19)	6,569	-	7,985
Deputy City Clerk (eff 1/5/20)	6,832	-	8,304
Deputy City Clerk (eff 1/3/21)	7,105	-	8,637

Deputy Director (eff 8/29/19)	8,589	-	10,440
Deputy Director (eff 1/5/20)	8,933	-	10,858
Deputy Director (eff 1/3/21)	9,290	-	11,292
Deputy Director of Planning and Community Development (eff 8/29/19)	8,589	-	10,440
Deputy Director of Planning and Community Development (eff 1/5/20)	8,933	-	10,858
Deputy Director of Planning and Community Development (eff 1/3/21)	9,290	-	11,292
Deputy Director of Recreation & Community Services (eff 8/29/19)	8,589	-	10,440
Deputy Director of Recreation & Community Services (eff 1/5/20)	8,933	-	10,858
Deputy Director of Recreation & Community Services (eff 1/3/21)	9,290	-	11,292
Deputy Fire Marshal (eff 5/26/19)	4,578	-	5,567
Deputy Fire Marshal (eff 1/5/20)	4,761	-	5,790
Deputy Fire Marshal (eff 1/3/21)	4,952	-	6,021
Director of Finance (eff 6/27/19)	10,732	-	13,050
Director of Finance (eff 2/10/20)	10,732	-	13,417
Director of Human Resources & Risk Management (eff 6/27/19)	10,732	-	13,050
Director of Planning & Community Development (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 6/27/19)	10,732	-	13,050
Director of Public Works (eff 3/23/20)	10,732	-	15,417
Director of Recreation & Community Services (eff 6/27/19)	10,732	-	13,050
Director of Transportation (eff 6/27/19)	10,732	-	13,050
Finance Services Supervisor (eff 5/26/19)	4,578	-	5,567
Finance Services Supervisor (eff 1/5/20)	4,761	-	5,790
Finance Services Supervisor (eff 1/3/21)	4,952	-	6,021
Fire Chief (eff 6/27/19)	12,887	-	17,182
Fire Marshal (eff 7/7/19)	8,681	-	10,552
Fire Marshal (eff 1/5/20)	9,028	-	10,974
Fire Marshal (eff 1/3/21)	9,389	-	11,413
Golf Course Superintendent/Facility Manager (eff 4/28/19)	5,844	-	7,106
Golf Course Superintendent/Facility Manager (eff 1/5/20)	6,078	-	7,390
Golf Course Superintendent/Facility Manager (eff 1/3/21)	6,321	-	7,686
Grants & Project Administrator (eff 5/26/19)	5,564	-	6,767
Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Human Resources Analyst (7/25/19)	5,734	-	6,970
Human Resources Analyst (eff 1/5/20)	5,963	-	7,249
Human Resources Analyst (eff 1/3/21)	6,202	-	7,539
Information Systems Manager (eff 4/28/19)	7,680	-	9,480
Information Systems Manager (eff 1/5/20)	7,987	-	9,859
Information Systems Manager (eff 1/3/21)	8,306	-	10,254
Information Systems Supervisor (eff 5/26/19)	5,301	-	6,446
Information Systems Supervisor (eff 1/5/20)	5,513	-	6,704
Information Systems Supervisor (eff 1/3/21)	5,734	-	6,972
Maintenance Service Supervisor (eff 7/7/19)	4,150	-	5,049
Maintenance Service Supervisor (eff 1/5/20)	4,316	-	5,251

Maintenance Service Supervisor (eff 1/3/21)	4,489	-	5,461
Management Analyst (eff 7/7/19)	4,611	-	5,610
Management Analyst (eff 1/5/20)	4,796	-	5,835
Management Analyst (eff 1/3/21)	4,988	-	6,068
Office Manager (eff 4/28/19)	4,807	-	5,844
Office Manager (eff 1/5/20)	4,999	-	6,078
Office Manager (eff 1/3/21)	5,199	-	6,321
Park Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Park Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Park Maintenance Supervisor (eff 1/3/21)	4,488	-	5,461
Planning Manager (eff 4/28/19)	6,766	-	8,225
Planning Manager (eff 1/5/20)	7,037	-	8,554
Planning Manager (eff 1/3/21)	7,318	-	8,896
Police Chief (eff 6/27/19)	11,899	-	17,267
Public Information Officer (eff 4/28/19)	5,301	-	6,446
Public Information Officer (eff 1/5/20)	5,513	-	6,704
Public Information Officer (eff 1/3/21)	5,734	-	6,972
Public Works Manager (eff 4/28/19)	5,564	-	6,767
Public Works Manager (eff 1/5/20)	5,787	-	7,038
Public Works Manager (eff 1/3/21)	6,018	-	7,319
Records Supervisor (eff 5/26/19)	5,301	-	6,446
Records Supervisor (eff 1/5/20)	5,513	-	6,704
Records Supervisor (eff 1/3/21)	5,734	-	6,972
Recreation & Community Services Superintendent (eff 4/28/19)	5,844	-	7,106
Recreation & Community Services Superintendent (eff 1/5/20)	6,078	-	7,390
Recreation & Community Services Superintendent (eff 1/3/21)	6,321	-	7,686
Revenue Supervisor (eff 5/26/19)	4,578	-	5,567
Revenue Supervisor (eff 1/5/20)	4,761	-	5,790
Revenue Supervisor (eff 1/3/21)	4,952	-	6,021
Risk Management Analyst (eff 5/26/19)	4,578	-	5,567
Risk Management Analyst (eff 1/5/20)	4,761	-	5,790
Risk Management Analyst (eff 1/3/21)	4,952	-	6,021
Risk Manager (eff 7/25/19)	6,767	-	8,225
Risk Manager (eff 1/5/20)	7,038	-	8,554
Risk Manager (eff 1/3/21)	7,319	-	8,896
Senior Human Resources Analyst (eff 7/25/19)	6,767	-	8,225
Senior Human Resources Analyst (eff 1/5/20)	7,038	-	8,554
Senior Human Resources Analyst (eff 1/3/21)	7,319	-	8,896
Senior Management Analyst (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst (eff 1/5/20)	5,291	-	6,433
Senior Management Analyst (eff 1/3/21)	5,502	-	6,690
Senior Management Analyst/Strategic Planning (eff 7/7/19)	5,087	-	6,185
Senior Management Analyst/Strategic Planning (eff 1/5/20)	5,291	-	6,433

Senior Management Analyst/Strategic Planning (eff 1/3/21)	5,502	-	6,690
Senior Procurement Analyst (eff 7/7/19)	5,087	-	6,185
Senior Procurement Analyst (eff 1/5/20)	5,291	-	6,433
Senior Procurement Analyst (eff 1/3/21)	5,502	-	6,690
Shop Maintenance Supervisor (eff 7/7/19)	5,049	-	6,139
Shop Maintenance Supervisor (eff 1/5/20)	5,251	-	6,384
Shop Maintenance Supervisor (eff 1/3/21)	5,461	-	6,640
Street Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Street Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Street Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Telecommunications Supervisor (eff 5/26/19)	5,301	-	6,446
Telecommunications Supervisor (eff 1/5/20)	5,513	-	6,704
Telecommunications Supervisor (eff 1/3/21)	5,734	-	6,972
Transit Administration Manager (eff 4/28/19)	6,818	-	8,288
Transit Administration Manager (eff 1/5/20)	7,090	-	8,620
Transit Administration Manager (eff 1/3/21)	7,374	-	8,965
Transit Dispatch Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Dispatch Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Dispatch Supervisor (eff 1/3/21)	4,489	-	5,461
Transit Finance Supervisor (eff 7/7/19)	5,564	-	6,767
Transit Finance Supervisor (eff 1/5/20)	5,787	-	7,038
Transit Finance Supervisor (eff 1/3/21)	6,018	-	7,319
Transit Grants & Project Administrator (eff 7/7/19)	5,564	-	6,767
Transit Grants & Project Administrator (eff 1/5/20)	5,787	-	7,038
Transit Grants & Project Administrator (eff 1/3/21)	6,018	-	7,319
Transit Operations Manager (eff 4/28/19)	6,765	-	8,224
Transit Operations Manager (eff 1/5/20)	7,036	-	8,552
Transit Operations Manager (eff 1/3/21)	7,317	-	8,895
Transit Operations Supervisor (eff 7/7/19)	5,049	-	6,139
Transit Operations Supervisor (eff 1/5/20)	5,251	-	6,384
Transit Operations Supervisor (eff 1/3/21)	5,461	-	6,640
Transit Stores & Facility Supervisor (eff 7/7/19)	4,150	-	5,049
Transit Stores & Facility Supervisor (eff 1/5/20)	4,316	-	5,251
Transit Stores & Facility Supervisor (eff 1/3/21)	4,489	-	5,461
Tree Maintenance Supervisor (eff 5/26/19)	4,150	-	5,049
Tree Maintenance Supervisor (eff 1/5/20)	4,316	-	5,251
Tree Maintenance Supervisor (eff 1/3/21)	4,489	-	5,461
Vehicle Maintenance Manager (eff 4/28/19)	7,516	-	9,137
Vehicle Maintenance Manager (eff 1/5/20)	7,817	-	9,503
Vehicle Maintenance Manager (eff 1/3/21)	8,129	-	9,883

UNCLASSIFIED NON-MANAGEMENT	RANGES	MONTHLY SALARY RANGES		
Accountant (eff 4/28/19)	64.3	4,095	-	5,227
Accountant (eff 1/5/20)	64.4	4,259	-	5,436
Accountant (eff 1/3/21)	64.5	4,429	-	5,654
Administrative Secretary (eff 4/28/19)	64.6	3,036	-	3,875
Administrative Secretary (eff 1/5/20)	64.7	3,158	-	4,030
Administrative Secretary (eff 1/3/21)	64.8	3,284	-	4,191
Building Plan Checker (eff 4/28/19)	66.1	5,101	-	6,510
Building Plan Checker (eff 1/5/20)	66.2	5,305	-	6,770
Building Plan Checker (eff 1/3/21)	66.3	5,517	-	7,041
Code Enforcement Coordinator (eff 4/28/19)	67.0	2,817	-	3,596
Code Enforcement Coordinator (eff 1/5/20)	67.1	2,930	-	3,596
Code Enforcement Coordinator (eff 1/3/21)	67.2	3,047	-	3,889
Code Enforcement Officer (eff 4/28/19)	67.3	3,615	-	4,614
Code Enforcement Officer (eff 1/5/20)	67.4	3,760	-	4,799
Code Enforcement Officer (eff 1/3/21)	67.5	3,910	-	4,991
Community Development Analyst (eff 4/28/19)	67.9	4,015	-	5,123
Community Development Analyst (eff 1/5/20)	68.0	4,176	-	5,328
Community Development Analyst (eff 1/3/21)	68.1	4,343	-	5,541
Crime Analyst (eff 4/28/19)	69.1	3,615	-	4,614
Crime Analyst (eff 1/5/20)	69.2	3,760	-	4,799
Crime Analyst (eff 1/3/21)	69.3	3,910	-	4,991
Information Systems Analyst (eff 4/28/19)	71.5	4,570	-	5,833
Information Systems Analyst (eff 1/5/20)	71.6	4,753	-	6,066
Information Systems Analyst (eff 1/3/21)	71.7	4,943	-	6,309
Information Systems Technician I (eff 4/28/19)	71.8	2,888	-	3,686
Information Systems Technician I (eff 1/5/20)	71.9	3,004	-	3,834
Information Systems Technician I (eff 1/3/21)	72.0	3,124	-	3,987
Information Systems Technician II (eff 4/28/19)	72.1	3,439	-	4,390
Information Systems Technician II (eff 1/5/20)	72.2	3,577	-	4,565
Information Systems Technician II (eff 1/3/21)	72.3	3,720	-	4,748
Police Trainee (eff 4/28/19)	74.8	2,961	-	3,780
Police Trainee (eff 1/5/20)	74.9	3,080	-	3,931
Police Trainee (eff 1/3/21)	75.0	3,203	-	4,089

HOURLY CLASSIFICATION	HOURLY RANGES		
Administrative Analyst (eff 4/28/19)	12.36	-	22.61
Administrative Analyst (1) (eff 1/1/20)	13.00	-	22.61
Administrative Analyst (eff 1/5/20)	13.52	-	23.51
Administrative Analyst (1) (eff 1/1/21)	14.00	-	23.51
Administrative Analyst (eff 1/3/21)	14.56	-	24.45
Administrative Secretary (eff 4/28/19)	17.15	-	21.64

Administrative Secretary (eff 1/5/20)	17.84	-	22.51
Administrative Secretary (eff 1/3/21)	18.55	-	23.41
Building Maintenance Tradeworker (eff 4/28/19)	14.72	-	18.78
Building Maintenance Tradeworker (eff 1/5/20)	15.31	-	19.53
Building Maintenance Tradeworker (eff 1/3/21)	15.92	-	20.31
Bus Operator (eff 4/14/19)	16.07	-	19.12
Bus Operator (2) (eff 1/1/20)	16.90	-	19.12
Bus Operator (eff 1/5/20)	17.58	-	19.89
Bus Operator (2) (eff 1/1/21)	18.20	-	19.89
Bus Operator (eff 1/3/21)	18.93	-	20.68
Clerical Assistant (eff 4/28/19)	12.36	-	16.94
Clerical Assistant (1) (eff 1/1/20)	13.00	-	16.94
Clerical Assistant (eff 1/5/20)	13.52	-	17.62
Clerical Assistant (1) (eff 1/1/21)	14.00	-	17.62
Clerical Assistant (eff 1/3/21)	14.56	-	18.33
Code Enforcement Technician (eff 4/28/19)	13.42	-	15.57
Code Enforcement Technician (eff 1/5/20)	14.00	-	16.20
Code Enforcement Technician (eff 1/3/21)	14.56	-	16.84
Community Services Aide - SYEP (1) (eff 1/1/20)	13.00	-	13.00
Community Services Aide - SYEP (1) (eff 1/1/21)	14.00	-	14.00
Equipment Service Worker (eff 4/14/19)	12.36	-	17.67
Equipment Service Worker (1) (eff 1/1/20)	13.00	-	17.67
Equipment Service Worker (eff 1/5/20)	13.52	-	18.38
Equipment Service Worker (1) (eff 1/1/21)	14.00	-	18.38
Equipment Service Worker (eff 1/3/21)	14.56	-	19.11
Field Maintenance Worker (eff 4/28/19)	12.36	-	14.01
Field Maintenance Worker (1) (eff 1/1/20)	13.00	-	15.01
Field Maintenance Worker (eff 1/5/20)	13.52	-	15.61
Field Maintenance Worker (1) (eff 1/1/21)	14.00	-	16.09
Field Maintenance Worker (eff 1/3/21)	14.56	-	16.73
Fire Engineer (eff 7/1/18)	20.92	-	26.70
Fire Engineer (eff 4/28/19)	23.93	-	30.54
Fire Engineer (eff 10/13/19)	24.89	-	31.77
Fire Engineer (eff 1/5/20)	25.88	-	33.04
Fire Engineer (eff 1/3/21)	27.43	-	35.02
Fire Inspector (eff 4/28/19)	20.86	-	26.63
Fire Inspector (eff 1/5/20)	21.69	-	27.69
Fire Inspector (eff 1/3/21)	22.56	-	28.80
Golf Course Attendant (eff 4/28/19)	12.36	-	14.47
Golf Course Attendant (1) (eff 1/1/20)	13.00	-	15.47
Golf Course Attendant (eff 1/5/20)	13.52	-	15.99
Golf Course Attendant (1) (eff 1/1/21)	14.00	-	16.63
Golf Course Attendant (eff 1/3/21)	14.56	-	17.19
Golf Course Mechanic's Helper (eff 4/28/19)	12.36	-	14.83

Golf Course Mechanic's Helper (1) (eff 1/1/20)	13.00	-	15.83
Golf Course Mechanic's Helper (eff 1/5/20)	13.52	-	16.35
Golf Course Mechanic's Helper (1) (eff 1/1/21)	14.00	-	17.00
Golf Course Mechanic's Helper (eff 1/3/21)	14.56	-	17.68
Human Resources Manager (eff 4/28/19)	39.04	-	47.45
Human Resources Manager (eff 1/5/20)	40.60	-	49.35
Human Resources Manager (eff 1/3/21)	42.22	-	51.32
Information Systems Specialist (eff 4/28/19)	12.36	-	16.94
Information Systems Specialist (1) (eff 1/1/20)	13.00	-	16.94
Information Systems Specialist (eff 1/5/20)	13.52	-	17.62
Information Systems Specialist (1) (eff 1/1/21)	14.00	-	17.62
Information Systems Specialist (eff 1/3/21)	14.56	-	18.33
Intern (eff 4/28/19)	12.36	-	16.94
Intern (1) (eff 1/1/20)	13.00	-	16.94
Intern (eff 1/5/20)	13.52	-	17.62
Intern (1) (eff 1/1/21)	14.00	-	17.62
Intern (eff 1/3/21)	14.56	-	18.33
Lifeguard (eff 4/28/19)	12.88	-	14.57
Lifeguard (1) (eff 1/1/20)	13.00	-	14.75
Lifeguard (eff 1/5/20)	13.52	-	15.34
Lifeguard (1) (eff 1/1/21)	14.00	-	16.00
Lifeguard (eff 1/3/21)	14.52	-	16.64
Maintenance Worker (eff 4/28/19)	14.72	-	18.78
Maintenance Worker (eff 1/5/20)	15.31	-	19.53
Maintenance Worker (eff 1/3/21)	15.92	-	20.31
Mechanic's Assistant (eff 4/28/19)	12.36	-	16.17
Mechanic's Assistant (1) (eff 1/1/20)	13.00	-	16.17
Mechanic's Assistant (eff 1/5/20)	13.52	-	16.82
Mechanic's Assistant (1) (eff 1/1/21)	14.00	-	16.82
Mechanic's Assistant (eff 1/3/21)	14.56	-	17.49
Park Ranger (eff 4/28/19)	12.36	-	16.74
Park Ranger (1) (eff 1/1/20)	13.00	-	17.38
Park Ranger (eff 1/5/20)	13.52	-	18.08
Park Ranger (1) (eff 1/1/21)	14.00	-	18.56
Park Ranger (eff 1/5/20)	14.56	-	19.30
Parking Control Officer (eff 4/28/19)	17.30	-	19.67
Parking Control Officer (eff 1/5/20)	18.00	-	20.46
Parking Control Officer (eff 1/3/21)	18.72	-	21.28
Police Cadet (eff 10/23/19)	14.00	-	17.87
Police Cadet (eff 1/5/20)	14.56	-	18.58
Police Cadet (eff 1/3/21)	15.14	-	19.33
Police Community Services Officer (eff 4/28/19)	12.36	-	15.40
Police Community Services Officer (1) (eff 1/1/20)	13.00	-	15.40
Police Community Services Officer (eff 1/5/20)	13.52	-	16.01

Police Community Services Officer (1) (eff 1/1/21)	14.00	-	16.01
Police Community Services Officer (eff 1/5/21)	14.56	-	16.66
Police Dispatcher (eff 4/28/19)	24.36	-	28.89
Police Dispatcher (eff 1/5/20)	25.33	-	30.05
Police Dispatcher (eff 1/3/21)	26.35	-	31.25
Police Officer (eff 4/28/19)	30.03	-	38.31
Police Officer (eff 1/5/20)	31.24	-	39.84
Police Officer (eff 1/3/21)	32.49	-	41.43
Police Trainee (eff 4/28/19)	17.56	-	22.25
Police Trainee (eff 1/5/20)	18.26	-	23.14
Police Trainee (eff 1/3/21)	18.99	-	24.06
Police Youth Program Coordinator (eff 4/28/19)	16.22	-	20.75
Police Youth Program Coordinator (eff 1/5/20)	16.87	-	21.58
Police Youth Program Coordinator (eff 1/3/21)	17.55	-	22.45
Pool Manager (eff 4/28/19)	15.40	-	18.49
Pool Manager (eff 1/5/20)	16.01	-	19.23
Pool Manager (eff 1/3/21)	16.66	-	20.00
Property & Evidence Technician (eff 4/28/19)	15.40	-	22.61
Property & Evidence Technician (eff 1/5/20)	16.01	-	23.51
Property & Evidence Technician (eff 1/3/21)	16.66	-	24.45
Public Works Manager (eff 7/1/19)	32.10	-	39.04
Public Works Manager (eff 1/5/20)	33.38	-	40.60
Public Works Manager (eff 1/3/21)	34.72	-	42.23
Recreation Leader I (eff 4/28/19)	12.36	-	13.39
Recreation Leader I (1) (eff 1/1/20)	13.00	-	14.50
Recreation Leader I (eff 1/5/20)	13.52	-	15.08
Recreation Leader I (1) (eff 1/1/21)	14.00	-	15.60
Recreation Leader I (eff 1/3/21)	14.56	-	16.22
Recreation Leader II (eff 4/28/19)	12.88	-	15.45
Recreation Leader II (1) (eff 1/1/20)	13.00	-	16.45
Recreation Leader II (eff 1/5/20)	13.52	-	17.11
Recreation Leader II (1) (eff 1/1/21)	14.00	-	17.11
Recreation Leader II (eff 1/3/21)	14.56	-	17.79
Recreation Leader III (eff 4/28/19)	13.39	-	16.48
Recreation Leader III (eff 1/5/20)	14.00	-	17.25
Recreation Leader III (eff 1/3/21)	14.56	-	18.75
Recreation Leader IV (eff 4/28/19)	15.45	-	19.00
Recreation Leader IV (eff 1/5/20)	16.07	-	19.76
Recreation Leader IV (eff 1/3/21)	16.71	-	20.55
Risk Management Assistant (eff 4/28/19)	13.60	-	19.83
Risk Management Assistant (eff 1/5/20)	14.14	-	20.62
Risk Management Assistant (eff 1/3/21)	14.71	-	21.45
Secretary (eff 4/28/19)	12.36	-	15.45
Secretary (1) (eff 1/1/20)	13.00	-	16.09

Secretary (eff 1/5/20)	13.52	-	16.73
Secretary (1) (eff 1/1/21)	14.00	-	17.21
Secretary (eff 1/3/21)	14.56	-	17.90
Senior Lifeguard (eff 4/28/19)	14.94	-	16.89
Senior Lifeguard (eff 1/5/20)	15.53	-	17.57
Senior Lifeguard (eff 1/3/21)	16.15	-	18.27
Senior Project Manager (eff 4/28/19)	59.05	-	71.80
Senior Project Manager (eff 1/5/20)	61.41	-	74.67
Senior Project Manager (eff 1/3/21)	63.87	-	77.66
Transportation Revenue Coordinator (eff 4/28/19)	14.73	-	18.69
Transportation Revenue Coordinator (eff 1/5/20)	15.32	-	19.44
Transportation Revenue Coordinator (eff 1/3/21)	15.93	-	20.22
Transportation Specialist (eff 4/28/19)	12.36	-	22.61
Transportation Specialist (1) (eff 1/1/20)	13.00	-	22.61
Transportation Specialist (eff 1/5/20)	13.52	-	23.51
Transportation Specialist (1) (eff 1/1/21)	14.00	-	23.51
Transportation Specialist (eff 1/3/21)	14.56	-	24.45

(1) Pursuant to California minimum wage order, the minimum wage will increase to \$13.00 per hour effective January 1, 2020 from \$12.00 per hour; the minimum wage will increase to \$14.00 per hour effective January 1, 2021 from \$13.00 per hour

(2) Pursuant to SMART-TD MOU, the minimum hourly rate for all such bus drivers shall at all times be not less than 30% more than the CA minimum wage rate

SECTION 2. That the City Clerk shall certify to the adoption of this resolution, shall distribute copies to the Director of Human Resources and the Director of Finance, and the resolution shall be in full force and effect as of March 25, 2020.

APPROVED AND ADOPTED THIS 25th DAY OF MARCH 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

City of Montebello

EXHIBIT A

Number of Positions By Department

FY 2019-2020 - Mid-Year Update

Positions in **RED** Added Since Budget Adoption

Added Positions Noted if "Filled" or "Vacant"

		FY 2019-20 Mid- Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
Elected	City Councilmember	5.0	5.0	5.0	0.0
	City Clerk	1.0	1.0	1.0	0.0
	City Treasurer	1.0	1.0	1.0	0.0
		7.0	7.0	7.0	0.0
Administration					
	City Manager	1.0	1.0	1.0	0.0
	Assistant City Manager* (FILLED)	1.0	0.0	0.0	1.0
	Assistant to the City Manager	0.0	0.0	1.0	0.0
	Public Information Officer (FILLED, 03/16/2020)	1.0	0.0	0.0	1.0
	Deputy City Clerk	1.0	1.0	0.0	0.0
	Sr. Management Analyst (FILLED)	1.0	0.0	0.0	1.0
	Management Analyst	0.0	1.0	0.0	-1.0
	Office Manager	1.0	1.0	1.0	0.0
	Administrative Secretary (FILLED)	1.0	0.0	0.0	1.0
PT	Administrative Analyst	0.0	0.8	1.3	-0.8
PT	Clerical Assistant (FILLED, Intern)	0.4	0.0	0.0	0.4
		7.4	4.8	4.3	2.6

*Assistant City Manager was previously dual duty position with Director of Public Works

Human Resources and Information Technology

	Director of Human Resources and Risk Management	1.0	1.0	1.0	0.0
	Risk Manager	1.0	1.0	0.0	0.0
	Sr. Human Resources Analyst	2.0	1.0	0.0	1.0
	Administrative Management Analyst	0.0	0.0	1.0	0.0
	Human Resources Analyst	0.0	0.0	0.0	0.0
	Human Resources Technician	1.0	1.0	0.0	0.0
	Administrative Secretary (VACANT)	1.0	0.0	0.0	1.0
	Information Systems Manager**	1.0	1.0	1.0	0.0
	Information Systems Supervisor**	1.0	1.0	1.0	0.0
	Information Systems Analyst**	3.0	3.0	3.0	0.0
PT	Administrative Analyst (Information Technology)**	0.8	0.8	0.5	0.0
PT	Administrative Analyst (Human Resources)	0.5	0.5	1.3	0.0
		12.3	10.3	8.8	2.0

**Position were previously part of the Finance Department prior to re-organization

Finance

	Director of Finance	1.0	1.0	1.0	0.0
	Controller	1.0	1.0	1.0	0.0
	Accounting Manager	1.0	1.0	1.0	0.0
	Financial Services Manager	1.0	1.0	0.0	0.0
	Accounting Supervisor***	1.0	1.0	1.0	0.0
	Sr. Management Analyst (VACANT)	1.0	0.0	1.0	1.0
	Accountant***	4.0	4.0	4.0	0.0
	Finance Technician	5.0	5.0	5.0	0.0
	Account Clerk II***	5.0	3.0	3.0	2.0
	Account Clerk I	0.0	1.0	0.0	-1.0
	Administrative Secretary (VACANT)	1.0	0.0	0.0	1.0
PT	Clerical Assistant	0.8	0.9	0.9	-0.1
		21.8	18.9	17.9	2.9

***A total of 3.0 FTE had previously been accounted for in the Transit Department, even though these are Finance Department employees.

City of Montebello

EXHIBIT A

Number of Positions By Department

FY 2019-2020 - Mid-Year Update

Positions in **RED** Added Since Budget Adoption

Added Positions Noted if "Filled" or "Vacant"

		FY 2019-20 Mid- Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
Public Works					
	Director of Public Works	1.0	1.0	1.0	0.0
	Assistant Director (VACANT)	1.0	0.0	0.0	0.0
	Street Maintenance Supervisor	1.0	1.0	1.0	0.0
	Assistant Tree Maintenance Supervisor	1.0	1.0	1.0	0.0
	Management Analyst	1.0	1.0	0.0	0.0
	Administrative Secretary	1.0	1.0	1.0	0.0
	Maintenance Worker	7.0	7.0	9.0	0.0
	Tree Trimmer	0.0	0.0	1.0	0.0
PT	Administrative Analyst	1.6	1.6	1.6	0.0
PT	Maintenance Worker	1.6	1.6	1.6	0.0
		16.2	15.2	17.2	1.0
Planning and Community Development					
	Director of Planning and Community Development	1.0	1.0	1.0	0.0
	Deputy Director (VACANT)	1.0	0.0	0.0	1.0
	Planning Manager	1.0	1.0	1.0	0.0
	Associate Planner	1.0	1.0	1.0	0.0
	Sr. Management Analyst (VACANT)	1.0	0.0	0.0	1.0
	Code Enforcement Manager	1.0	0.0	1.0	1.0
	Code Enforcement Coordinator	1.0	1.0	1.0	0.0
	Code Enforcement Technician	0.0	1.0	1.0	-1.0
	Code Enforcement Officer	3.0	3.0	1.0	0.0
	Combination Building Inspector	0.0	0.0	1.0	0.0
	Building Permit Technician	1.0	1.0	1.0	0.0
	Administrative Secretary (VACANT)	1.0	0.5	0.8	0.5
PT	Administrative Analyst	0.5	0.5	0.8	0.0
		12.5	10.0	10.6	2.5
Recreation and Community Services					
	Director of Recreation and Community Services	1.0	1.0	1.0	0.0
	Deputy Director (FILLED)	1.0	0.0	0.0	1.0
	Parks Manager	0.0	1.0	0.0	-1.0
	Park Maintenance Supervisor	1.0	1.0	1.0	0.0
	Building Maintenance Supervisor	0.0	1.0	1.0	-1.0
	Building Maintenance Tradeworker II	2.0	2.0	2.0	0.0
	Maintenance Worker	8.0	8.0	8.0	0.0
	Community Services Coordinator	3.0	4.0	3.0	-1.0
	Management Analyst (FILLED)	1.0	0.0	0.0	1.0
	Administrative Secretary	1.0	1.0	0.9	0.0
PT	Public Works Manager (VACANT, was "Retired Annuitant)	0.5	0.0	0.0	0.5
PT	Building Maintenance Tradeworker	0.8	0.8	0.8	0.0
PT	Clerical Assistant	0.8	0.8	0.0	0.0
PT	Field Maintenance Worker	2.7	2.7	2.4	0.0
PT	Senior Lifeguard	0.4	0.4	0.2	0.0
PT	Lifeguard	1.3	1.3	1.2	0.0
PT	Park Ranger**	0.0	2.9	1.4	-2.9
PT	Pool Manager	0.9	0.9	0.8	0.0
PT	Recreation Leader I	10.7	10.7	11.1	0.0
PT	Recreation Leader II	8.2	5.8	3.8	2.4
PT	Recreation Leader III	2.5	5.7	6.2	-3.2

City of Montebello

EXHIBIT A

Number of Positions By Department

FY 2019-2020 - Mid-Year Update

Positions in **RED** Added Since Budget Adoption

Added Positions Noted if "Filled" or "Vacant"

		FY 2019-20 Mid- Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
PT	Recreation Leader IV	3.2	0.8	1.5	2.4
		50.0	51.8	46.3	-1.8

These positions eliminated, budget moved to Police to fund Police CadetsPolice**

	Police Chief	1.0	1.0	1.0	0.0
	Police Captain	2.0	2.0	2.0	0.0
	Police Lieutenant	5.0	5.0	5.0	0.0
	Police Sergeant	10.0	10.0	10.0	0.0
	Police Corporal	23.0	23.0	23.0	0.0
	Police Officer	33.0	33.0	33.0	0.0
	Grants and Project Administrator	1.0	1.0	1.0	0.0
	Records Supervisor	1.0	1.0	1.0	0.0
	Communications Supervisor	1.0	1.0	1.0	0.0
	Police Dispatcher II	5.0	5.0	4.0	0.0
	Police Dispatcher I	5.0	5.0	6.0	0.0
	Police Dispatcher	0.0	0.0	1.0	0.0
	Police Records Technician	9.0	9.0	9.0	0.0
	Property and Evidence Technician	2.0	2.0	2.0	0.0
	Court Liaison	1.0	1.0	1.0	0.0
	Parking Control Officer	1.0	1.0	1.0	0.0
	Administrative Secretary	1.0	1.0	1.0	0.0
PT	Police Officer	1.4	1.4	1.4	0.0
PT	Police Community Service Officer	2.4	2.4	2.4	0.0
PT	Parking Control Officer	1.0	1.0	1.0	0.0
PT	Administrative Analyst	0.5	0.5	0.5	0.0
PT	Administrative Secretary	1.0	1.0	1.3	0.0
PT	Clerical Assistant	1.0	1.0	1.0	0.0
PT	Police Youth Program Coordinator	0.5	0.5	0.5	0.0
PT	Police Cadet (FILLED)**	2.8	0.0	0.0	2.8
		111.6	108.8	110.1	2.8

These positions funded with Park Ranger budget, moved from Parks and RecreationFire**

	Fire Chief	1.0	1.0	1.0	0.0
	Fire Battalion Chief	3.0	3.0	3.0	0.0
	Fire Captain	12.0	12.0	12.0	0.0
	Fire Engineer	12.0	12.0	12.0	0.0
	Firefighter	24.0	24.0	24.0	0.0
	Fire Marshal	1.0	1.0	1.0	0.0
	Deputy Fire Marshal	1.0	1.0	0.0	0.0
	Fire Inspector II	1.0	1.0	0.0	0.0
	Fire Inspector I	0.0	0.0	1.0	0.0
	Sr. Management Analyst (FILLED 03/16 and 03/23/2020)	2.0	0.0	0.0	2.0
	Deputy Director (FILLED 03/16)	1.0	0.0	0.0	1.0
	Administrative Secretary	1.0	1.0	1.0	0.0
PT	Clerical Assistant	0.5	0.5	0.5	0.0
		59.5	56.5	55.5	3.0

City of Montebello

EXHIBIT A

Number of Positions By Department

FY 2019-2020 - Mid-Year Update

Positions in **RED** Added Since Budget Adoption

Added Positions Noted if "Filled" or "Vacant"

		FY 2019-20 Mid- Year	FY 2019-20 Adopted	FY 2018-19 Adopted	Change Adopted to Mid-Year
Golf Course					
	Golf Course Superintendent / Facility Manager	1.0	1.0	1.0	0.0
	Assistant Golf Course Superintendent	0.0	2.0	2.0	-2.0
	Golf Cart Mechanic	1.0	1.0	1.0	0.0
	Golf Course Equipment Mechanic	1.0	1.0	1.0	0.0
	Maintenance Worker	5.0	7.0	10.0	-2.0
PT	Golf Course Attendent	3.4	3.4	3.4	0.0
PT	Maintenance Worker	3.2	3.2	3.2	0.0
		14.6	18.6	21.6	-4.0
Transportation					
	Director of Transportation	1.0	1.0	1.0	0.0
	Assistant Director (VACANT)	1.0	0.0	0.0	0.0
	Transit Administration Manager	1.0	1.0	1.0	0.0
	Transit Operations Manager	1.0	1.0	1.0	0.0
	Vehicle Maintenance Manager	0.0	0.0	1.0	0.0
	Shop Maintenance Supervisor	4.0	4.0	4.0	0.0
	Transit Dispatch Supervisor	10.0	10.0	10.0	0.0
	Transit Operations Supervisor	3.0	3.0	3.0	0.0
	Transit Stores and Facility Supervisor	1.0	1.0	1.0	0.0
	Maintenance Service Supervisor	1.0	1.0	1.0	0.0
	Transit Grants and Project Administrator	1.0	1.0	1.0	0.0
	Communication Management Analyst	1.0	1.0	1.0	0.0
	Sr. Management Analyst	1.0	1.0	3.0	0.0
	Management Analyst	1.0	1.0	2.0	0.0
	Account Clerk II	2.0	2.0	2.0	0.0
	Bus Operator	105.0	105.0	100.0	0.0
	Equipment Mechanic A	15.0	15.0	15.0	0.0
	Equipment Serviceworker	13.0	13.0	12.0	0.0
	Body Shop Mechanic	1.0	1.0	2.0	0.0
	Building Maintenance Tradeworker II	1.0	1.0	1.0	0.0
	Maintenance Worker	1.0	1.0	1.0	0.0
	Storekeeper	3.0	3.0	3.0	0.0
	Clerk Typist	4.0	4.0	4.0	0.0
PT	Human Resources Manager	0.0	0.0	1.0	0.0
PT	Administrative Analyst	0.0	0.0	0.8	0.0
PT	Clerical Assistant	0.8	0.8	2.4	0.0
PT	Bus Operator	34.9	34.9	47.7	0.0
		207.7	206.7	221.9	1.0
Total Full-Time and Part-Time Employees		520.6	508.6	521.2	12.0
Total FT-Part-Time Employees Net Elected		513.6	501.6	514.2	12.0

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: Update to Sales Tax Authorized Positions

DATE: March 25, 2020

RECOMMENDATION

It is recommended that the City Council approve a resolution allowing certain City Officials and the City's independent sales tax auditor contractor access to receive and review sales and use tax transaction reports.

BACKGROUND

Certain city officials – such as the City Manager and Director of Finance – meet regularly with the City's sales tax consultants. The information provided in these meetings is primarily utilized for monitoring and preparing mid-year financial updates as well as developing the annual budget.

The recent passage of Measure H, Montebello's local use tax initiative, requires the City to update numerous agreements with the State of California agency that administers sales and use taxes. Part of this process is ensuring the list of positions authorized to access sales and use tax transaction data is up to date.

Therefore, it is necessary to update the City's authorizing resolution with the California Department of Tax and Fee Administration (CDTFA), the State agency tasked with administering sales and use tax. Approval of this resolution that updates the authorized positions will be the first of several legislative actions necessary to fully implement Measure H and ensure collection of the three-quarter cent use tax beginning July 1, 2020.

The attached resolution will allow the following officials access to the sales tax data:

- City Manager
- Assistant City Manager
- Director of Finance
- City Treasurer

CITY COUNCIL AGENDA REPORT – MEETING OF MARCH 25, 2020
UPDATE TO SALES TAX AUTHORIZED POSITIONS
Page 2 of 2

These positions typically are involved in financial, budgetary and related work that involves having access to the City's sales tax data. The resolution also reconfirms that the City's consultant – Hinderliter DeLlamas and Associates – will continue providing this data as well as other sales tax related services.

Subsequent resolutions and agreements necessary to fully implement Measure H by July 1, 2020 will be presented to the City Council for review in upcoming meetings.

FISCAL IMPACT

There is no fiscal impact by approving the updated sales tax authorized positions listing.

ATTACHMENTS

1. Resolution allowing certain City Officials and independent contractor access to receive and review sales and use tax transaction reports.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING CERTAIN CITY OFFICIALS AND AN INDEPENDENT CONTRACTOR ACCESS TO SALES AND SUE TAX RECORDS PURSUANT TO SECTION 7056 OF THE REVENUE AND TAXATION CODE OF THE STATE OF CALIFORNIA

WHEREAS, the City of Montebello (District), pursuant to Section 7270 of the Revenue and Taxation Code, entered into a contract with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the California Department of Tax and Fee Administration pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of California Department of Tax and Fee Administration records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE BE IT RESOLVED:

SECTION 1. The following City officials are hereby appointed to represent the District with authority to examine transactions and use tax records of the CDTFA pertaining to transactions and use taxes collected for the District by the CDTFA pursuant to the contract between the District and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the District's transactions and use taxes by the CDTFA pursuant to the contract:

- City Manager
- Assistant City Manager
- Director of Finance
- City Treasurer

In addition, the City Manager may designate in writing other officers or employees of the City of Montebello with authority to examine transactions and use tax records, with such

written designation provided to the California Department of Tax and Fee Administration.

SECTION 2. The following independent contractor for the City of Montebello is hereby also authorized to receive and review sales and use tax transactions for the City of Montebello:

- Hinderliter, de Llamas and Associations

SECTION 3. The City of Montebello hereby certifies that Hinderliter, de Llamas and Associates:

- A. Has an existing contract with the City of Montebello to receive sales and use tax records; and
- B. Is required by that contract to disclose information contained in, or derived from, those sales and use tax records only to an officer or employee of the City who is authorized by this resolution to examine the information; and
- C. Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- D. Is prohibited by that contract from retaining the information contained in, or derived from, those sales tax records after that contract has expired.

SECTION 4. Information obtained by examination of CDTFA records shall be used only for purposes related to the collection of local sales and use taxes pursuant to the contract and for the purpose of municipal revenue forecasting.

SECTION 5. This resolution supersedes all previous authorizations.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution and shall forward a copy to the California Department of Tax and Fee Administration.

APPROVED AND ADOPTED THIS 25th DAY OF MARCH 2020.

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

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. 1488, consisting of 11 pages, and
including**

**Warrant No. 587965 through 588219;
Warrant No. 1462**

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

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

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

APPROVED AND ADOPTED THIS 25th DAY OF MARCH, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1488

From Payment Date: 3/5/20 - To Payment Date: 3/18/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
587965	03/09/2020	\$17,075.94	TRAVEL & MEETINGS	2789	TREND SPORTS LLC
587966	03/12/2020	\$373.24	SAFETY SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
587967	03/12/2020	\$72.79	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
587968	03/12/2020	\$29.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587969	03/12/2020	\$100.20	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
587970	03/12/2020	\$844.38	CONTRACT SERVICES	36870	CINTAS CORPORATION
587971	03/12/2020	\$1,000.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
587972	03/12/2020	\$1,275.00	PEST CONTROL SERVICES	2019	DEWEY SERVICES INCORPORATED
587973	03/12/2020	\$800.00	CONTRACT SERVICES	29690	FORENSIC NURSE SPECIALISTS, INC.
587974	03/12/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
587975	03/12/2020	\$1,106.68	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
587976	03/12/2020	\$1,282.74	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
587977	03/12/2020	\$34.05	UTILITY SERVICES	100	PICO WATER DISTRICT
587978	03/12/2020	\$659.12	CONTRACT SERVICES	36350	SHRED-IT USA
587979	03/12/2020	\$56,711.15	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
587980	03/12/2020	\$3,017.45	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
587981	03/12/2020	\$227.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
587982	03/12/2020	\$2,240.00	TRANSIT BUS CLEANING SERVICES	74850	UNIQUE GENERAL SERVICES
587983	03/12/2020	\$880.00	CONTRACT SERVICES	2000	VITAL MEDICAL SERVICES LLC.
587984	03/12/2020	\$667.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
587985	03/12/2020	\$40.00	CARPOOL INCENTIVE	27220	ANTHONY ACEVEZ
587986	03/12/2020	\$80.00	CARPOOL INCENTIVE	738	ROBERT AMAYA
587987	03/12/2020	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
587988	03/12/2020	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L. ANDRADE



City of Montebello
Register of Demands No. 1488

From Payment Date: 3/5/20 - To Payment Date: 3/18/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
587989	03/12/2020	\$40.00	CARPOOL INCENTIVE	2139	DANIEL ANTUNEZ
587990	03/12/2020	\$40.00	CARPOOL INCENTIVE	68640	LAURA CASTRO
587991	03/12/2020	\$40.00	CARPOOL INCENTIVE	17880	ANI CHUKHURYAN
587992	03/12/2020	\$40.00	CARPOOL INCENTIVE	2322	GIOVANNA CISNEROS
587993	03/12/2020	\$40.00	CARPOOL INCENTIVE	598	RONI L CISNEROS
587994	03/12/2020	\$80.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
587995	03/12/2020	\$40.00	CARPOOL INCENTIVE	38440	ANDREW GUZMAN
587996	03/12/2020	\$80.00	CARPOOL INCENTIVE	568	JUAN M HERNANDEZ
587997	03/12/2020	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ
587998	03/12/2020	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
587999	03/12/2020	\$40.00	CARPOOL INCENTIVE	48610	CRYSTAL JAIMEZ
588000	03/12/2020	\$40.00	CARPOOL INCENTIVE	11280	MICHAEL LOPEZ
588001	03/12/2020	\$30.00	CARPOOL INCENTIVE	71590	LUZ MARIA
588002	03/12/2020	\$80.00	CARPOOL INCENTIVE	50330	ANDREW MARTINEZ
588003	03/12/2020	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
588004	03/12/2020	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
588005	03/12/2020	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
588006	03/12/2020	\$55.00	CARPOOL INCENTIVE	1668	MEL PASTION
588007	03/12/2020	\$80.00	CARPOOL INCENTIVE	532	MARCO A. PENUELAS-SOLIS
588008	03/12/2020	\$40.00	CARPOOL INCENTIVE	65330	WENDY PEREZ
588009	03/12/2020	\$40.00	CARPOOL INCENTIVE	2138	ELVA PHAM
588010	03/12/2020	\$40.00	CARPOOL INCENTIVE	34240	ROBERT PORTILLO
588011	03/12/2020	\$40.00	CARPOOL INCENTIVE	56830	ESTHER ROBLES
588012	03/12/2020	\$80.00	CARPOOL INCENTIVE	2260	GERARDO RODRIGUEZ
588013	03/12/2020	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I. SAUCEDO



City of Montebello
Register of Demands No. 1488

From Payment Date: 3/5/20 - To Payment Date: 3/18/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
588014	03/12/2020	\$40.00	CARPOOL INCENTIVE	61140	MICHAEL SAVEDRA
588015	03/12/2020	\$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
588016	03/12/2020	\$40.00	CARPOOL INCENTIVE	33960	DAVID SOSNOWSKI
588017	03/12/2020	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
588018	03/12/2020	\$40.00	CARPOOL INCENTIVE	2621	GERARDO VALDEZ
588019	03/12/2020	\$40.00	CARPOOL INCENTIVE	1973	ASHLIE VALENCIA
588020	03/12/2020	\$40.00	CARPOOL INCENTIVE	2790	JOSEPH VALENCIA
588021	03/12/2020	\$40.00	CARPOOL INCENTIVE	595	MATTHEW A VALENZUELA
588022	03/12/2020	\$40.00	CARPOOL INCENTIVE	395	MARIA TERESA VASQUEZ
588023	03/12/2020	\$40.00	CARPOOL INCENTIVE	2657	LEYNI VAZQUEZ-NOYOLA
588024	03/12/2020	\$40.00	CARPOOL INCENTIVE	75560	KRISTINA ZENDHIRYAN
588025	03/12/2020	\$1,750.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC.
588026	03/12/2020	\$70.00	REFUND	2792	ANA NELLY ALBEAR
588027	03/12/2020	\$2,818.80	CROSSING GUARDS SERVICES	40670	ALL CITY MANAGEMENT SERVICES
588028	03/12/2020	\$115.60	OFFICE SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
588029	03/12/2020	\$3,950.00	SAFETY VEHICLE EQUIPMENT SERVICES	1101	BLACK AND WHITE EMERGENCY VEHICLES
588030	03/12/2020	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
588031	03/12/2020	\$5,528.93	POLICE VEHICLE EQUIPMENT	1914	EXPO IT, LLC.
588032	03/12/2020	\$1,080.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
588033	03/12/2020	\$551.67	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
588034	03/12/2020	\$693.35	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
588035	03/12/2020	\$369.15	UNIFORM EXPENSE	2791	ERICA OLIVIA-PADILLA
588036	03/12/2020	\$3,895.90	STREET STRIPING SERVICES	2382	SAFE USA, INC.
588037	03/12/2020	\$200.00	CONTRACT SERVICES	42210	SAFETY-KLEEN SYSTEMS, INC.
588038	03/12/2020	\$3,625.18	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.



City of Montebello
Register of Demands No. 1488

From Payment Date: 3/5/20 - To Payment Date: 3/18/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
588039	03/12/2020	\$12,675.58	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588040	03/12/2020	\$2,754.54	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588041	03/12/2020	\$10,948.13	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588042	03/12/2020	\$4,753.92	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588043	03/12/2020	\$4,776.32	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588044	03/12/2020	\$4,806.74	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588045	03/12/2020	\$87,102.62	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588046	03/12/2020	\$3,738.71	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588047	03/12/2020	\$10,965.85	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588048	03/12/2020	\$8,259.26	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588049	03/12/2020	\$6,129.06	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588050	03/12/2020	\$7,589.53	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588051	03/12/2020	\$4,509.40	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588052	03/12/2020	\$26,099.11	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588053	03/12/2020	\$17,551.18	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588054	03/12/2020	\$20,780.50	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588055	03/12/2020	\$6,019.26	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588056	03/12/2020	\$5,898.32	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588057	03/12/2020	\$46,312.50	STREET IMPROVEMENTS	20770	SEQUEL CONTRACTORS. INC.
588058	03/12/2020	\$16,212.99	TRAFFIC SIGNAL MAINTENANCE	2361	SIEMENS MOBILITY
588059	03/12/2020	\$750.00	PERMITS AND FEES	9270	TANK SPECIALIST OF CALIFORNIA
588060	03/12/2020	\$3,942.00	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
588061	03/12/2020	\$86.29	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
588062	03/12/2020	\$300.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
588063	03/17/2020	\$57,908.98	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.



City of Montebello
Register of Demands No. 1488

From Payment Date: 3/5/20 - To Payment Date: 3/18/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
588064	03/17/2020	\$2,216.16	CROSSING GUARD SERVICES	40670	ALL CITY MANAGEMENT SERVICES
588065	03/17/2020	\$225.72	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
588066	03/17/2020	\$977.17	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
588067	03/17/2020	\$1,605.06	VEHICLE MAINTENANCE/EXPENSES	23330	BATTERY SYSTEMS
588068	03/17/2020	\$313.94	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
588069	03/17/2020	\$1,078.63	SUPPLIES	61240	CARD INTEGRATORS CORPORATION
588070	03/17/2020	\$81,191.82	POLICE SAFETY RADIO EQUIPMENT	2748	CAZCOM, INC.
588071	03/17/2020	\$725.83	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
588072	03/17/2020	\$1,415.47	SUPPLIES	21690	COLUMBIA BUSINESS FORMS, INC.
588073	03/17/2020	\$79,593.06	TRANSIT BUS HVAC SERVICES	29460	COMPLETE COACH WORKS
588074	03/17/2020	\$1,270.00	CONTRACT SERVICES	59180	COMPUTER PROTECTION TECHNOLOGY, INC
588075	03/17/2020	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
588076	03/17/2020	\$1,275.00	PEST CONTROL SERVICES	2019	DEWEY SERVICES INCORPORATED
588077	03/17/2020	\$765.12	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
588078	03/17/2020	\$2,140.00	CONTRACT SERVICES	371	FLO-SERVICES, INC.
588079	03/17/2020	\$10,235.17	HVAC SERVICES	2443	FM THOMAS AIR CONDITIONING, INC.
588080	03/17/2020	\$600.22	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
588081	03/17/2020	\$1,377.35	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
588082	03/17/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
588083	03/17/2020	\$611.01	SUPPLIES	47880	LEHIGH HANSON COMPANY
588084	03/17/2020	\$611.01	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
588085	03/17/2020	\$4,688.54	REPLACE DAMAGED GUARDRAIL	43860	MYERS & SONS HI-WAY SAFETY INC.
588086	03/17/2020	\$518.70	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
588087	03/17/2020	\$29,984.82	CITY HALL AC UNITS SERVICES	2152	JOHNSON CONTROLS, INC.
588088	03/17/2020	\$6,609.00	CITY HALL BUILDING IMPROVEMENTS	2156	LEED ELECTRIC INC.



City of Montebello
Register of Demands No. 1488

From Payment Date: 3/5/20 - To Payment Date: 3/18/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
588089	03/17/2020	\$23,527.77	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
588090	03/17/2020	\$425.64	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
588091	03/17/2020	\$710.84	EDUCATION REIMBURSEMENT	8720	SCOTT MORTON
588092	03/17/2020	\$1,495.44	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
588093	03/17/2020	\$7,117.50	BUS VEHICLE MAINTENANCE/EXPENSES	1625	NATIONWIDE TRANSIT SALES INC.
588094	03/17/2020	\$2,070.41	BUS VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC/NEW FLYER
588095	03/17/2020	\$249.28	SUPPLIES	15620	OFFICE DEPOT
588096	03/17/2020	\$120.75	TRAINING	2795	DAVID PARK
588097	03/17/2020	\$375.00	TRAINING	532	MARCO A. PENUELAS-SOLIS
588098	03/17/2020	\$57,750.36	FIRE SAFETY EQUIPMENT	2687	PRESIDIO HOLDINGS INC.
588099	03/17/2020	\$174.98	MAIL/ POSTAL EXPENSE	503	QUADIENT
588100	03/17/2020	\$40,000.00	RED LIGHT CAMERA SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
588101	03/17/2020	\$333.96	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588102	03/17/2020	\$4,701.50	WATER & MAINTENANCE SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588103	03/17/2020	\$548.70	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP.
588104	03/17/2020	\$1,031.70	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
588105	03/17/2020	\$287.16	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG. CO, INC.
588106	03/17/2020	\$1,365.00	SUPPLIES	2253	WATER UTILITIES SERVICES, INC.
588107	03/17/2020	\$118.04	UNIFORM EXPENSE	14350	SUN BADGE COMPANY
588108	03/17/2020	\$4,000.00	GRANT WRITING SERVICES	2785	TOWNSEND PUBLIC AFFAIRS, INC.
588109	03/17/2020	\$175.11	SUPPLIES	45120	ULINE
588110	03/17/2020	\$332.92	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
588111	03/17/2020	\$10,161.33	BUS VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC
588112	03/17/2020	\$867.71	EDUCATION REIMBURSEMENT	2425	RYAN WEBB
588113	03/17/2020	\$1,077.48	SUPPLIES	67320	WINZER CORPORATION



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588114	03/17/2020	\$880.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO
588115	03/17/2020	\$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
588116	03/17/2020	\$802.81	VEHICLE MAINTENANCE/EXPENSES	1657	ARTURO ZAVALA'S/ZAVALA'S UPHOLSTERY
588117	03/18/2020	\$1,225.40	REFUND	2796	A & M APARTMENTS
588118	03/18/2020	\$3,782.00	FENCING SERVICES	1662	A-1 BUILDING & FENCE MATERIAL, INC.
588119	03/18/2020	\$250.00	REFUND	2798	ANNA AREYAN
588120	03/18/2020	\$433.62	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
588121	03/18/2020	\$135.00	REFUND	2803	JESSICA AYALA
588122	03/18/2020	\$95.00	REFUND	2807	JESUS BARAJAS
588123	03/18/2020	\$70.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
588124	03/18/2020	\$5,391.77	CONTRACT SERVICES-CITY HALL	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
588125	03/18/2020	\$705.00	DUES & SUBSCRIPTIONS	58860	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFF.
588126	03/18/2020	\$1,000.00	RECREATION SUPPLIES	35660	COSTCO
588127	03/18/2020	\$1,550.08	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
588128	03/18/2020	\$450.00	REFUND	2799	BLANCA DE LIRA
588129	03/18/2020	\$4,083.77	TRANSIT BUS DECAL SERVICES	70920	DECALS BY DESIGN, INC.
588130	03/18/2020	\$135.00	REFUND	2806	DESIRE FUENTES
588131	03/18/2020	\$3,983.70	BUS VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
588132	03/18/2020	\$200.00	PERMITS AND FEES	57340	DARIN GOLTARA
588133	03/18/2020	\$135.61	SUPPLIES	9470	GRAINGER, INC.
588134	03/18/2020	\$6,139.56	SALES TAX SERVICES	48120	HINDERLITER,DE LLAMAS & ASSOCIATES
588135	03/18/2020	\$781.32	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
588136	03/18/2020	\$406.00	SUPPLIES	1612	JCL TRAFFIC SERVICES
588137	03/18/2020	\$1,440.00	REFUND	2810	ANNA MARRERO
588138	03/18/2020	\$95.00	REFUND	2808	BRENDA MARTINEZ



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588139	03/18/2020	\$19,239.92	TRANSIT BUS TIRE LEASE	110	MICHELIN NORTH AMERICA, INC
588140	03/18/2020	\$358.31	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
588141	03/18/2020	\$15,187.22	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
588142	03/18/2020	\$59,600.96	STREET SWEEPING SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
588143	03/18/2020	\$261.49	SUPPLIES	15620	OFFICE DEPOT
588144	03/18/2020	\$95.00	REFUND	2809	ERNESTO ORDONEZ
588145	03/18/2020	\$135.00	REFUND	2804	GLENDA PAREDA
588146	03/18/2020	\$4,110.99	CONTRACT SERVICES	1720	PLANETBIDS, INC.
588147	03/18/2020	\$135.00	REFUND	2805	LENORE PORRAS
588148	03/18/2020	\$64,500.00	SEWER MAINTANCE REPAIRS	6070	QUALITY JET ROOTER
588149	03/18/2020	\$135.00	REFUND	2797	VALERIE RUIZ
588150	03/18/2020	\$4,500.00	TRAINING	43150	SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT
588151	03/18/2020	\$11,620.00	BUS CLEANING SERVICES	74850	UNIQUE GENERAL SERVICES
588152	03/18/2020	\$514.98	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
588153	03/18/2020	\$5,490.00	TRANSIT BUS CAMERA SERVICES	8160	WINCAL TECHNOLOGY CORPORATION
588154	03/18/2020	\$8,881.32	INSURANCE PREMIUM	55860	AFLAC
588155	03/18/2020	\$685.52	UTILITY SERVICES	2257	AIRESPRING INC.
588156	03/18/2020	\$341.87	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE, INC
588157	03/18/2020	\$7,596.42	REIMB; COMPUTER HARDWARE	55010	CLAY THOMAS BARRIO
588158	03/18/2020	\$339.90	MACHINERY & EQUIPMENTS	45580	BISHOP SUPPLY COMPANY, INC.
588159	03/18/2020	\$184.50	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
588160	03/18/2020	\$527.40	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
588161	03/18/2020	\$219.60	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
588162	03/18/2020	\$213.30	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
588163	03/18/2020	\$348.30	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION



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588164	03/18/2020	\$305.10	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
588165	03/18/2020	\$188.10	PERMIT AND FEES	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
588166	03/18/2020	\$6,865.99	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
588167	03/18/2020	\$29.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588168	03/18/2020	\$285.99	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588169	03/18/2020	\$7.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588170	03/18/2020	\$6,404.98	JANITORIAL SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
588171	03/18/2020	\$143.89	SUPPLIES	325	COMPLETE OFFICE OF CALIFORNIA, INC.
588172	03/18/2020	\$543.30	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS PACIFIC, LLC
588173	03/18/2020	\$606.27	SUPPLIES	70920	DECALS BY DESIGN, INC.
588174	03/18/2020	\$1,275.00	PEST CONTROL SERVICES	2019	DEWEY SERVICES INCORPORATED
588175	03/18/2020	\$358.60	VEHICLE MAINTENANCE/EXPENSES	25660	E-Z GO DIVISION OF TEXTRON
588176	03/18/2020	\$572.52	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
588177	03/18/2020	\$6,290.00	RECREATION VEHICLE LEASES	74920	EXECUTIVE CAR LEASING COMPANY
588178	03/18/2020	\$547.50	SUPPLIES	2794	FARFAN VIDEO SURVEILLANCE
588179	03/18/2020	\$31.18	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
588180	03/18/2020	\$806.91	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
588181	03/18/2020	\$530.58	SUPPLIES	455	GOLDEN STATE FASTENERS & SUPPLY, INC.
588182	03/18/2020	\$7,111.13	BUILDING IMPROVEMENTS	2728	H & V CUSTOM OFFICE CUBICLES CORP.
588183	03/18/2020	\$8,657.88	HARDWARE SUPPLIES	48400	HOME DEPOT CREDIT SERVICES
588184	03/18/2020	\$2,992.96	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
588185	03/18/2020	\$11,960.19	HVAC SERVICES	2152	JOHNSON CONTROLS, INC.
588186	03/18/2020	\$1,728.00	BUILDING IMPROVEMENTS	2156	LEED ELECTRIC INC.
588187	03/18/2020	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
588188	03/18/2020	\$4,515.00	TRANSIT HYBRID SERVICES	1797	MARTINEZ CONSULTING SERVICE LLC



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588189	03/18/2020	\$111.45	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
588190	03/18/2020	\$645.14	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
588191	03/18/2020	\$663.79	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
588192	03/18/2020	\$146.06	SUPPLIES	45960	R & R PRODUCTS, INC.
588193	03/18/2020	\$400.75	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
588194	03/18/2020	\$61,502.81	FUEL INVENTORY	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
588195	03/18/2020	\$248.64	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
588196	03/18/2020	\$200.00	TRAVEL & MEETINGS	35750	STEPHEN SHARPE
588197	03/18/2020	\$103.75	ADVERTISING/PRINTING SERVICES	2287	STACEY SMITH
588198	03/18/2020	\$5,962.41	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
588199	03/18/2020	\$82,778.75	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
588200	03/18/2020	\$23,855.34	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
588201	03/18/2020	\$1,113.97	INSURANCE PREMIUMS	1990	STANDARD INSURANCE COMPANY
588202	03/18/2020	\$5,352.63	CONTRACT SERVICES-WATER SYSTEM	1633	STETSON ENGINEERS INC.
588203	03/18/2020	\$280.50	SUPPLIES	59290	UNIVAR USA INC.
588204	03/18/2020	\$6,000.00	MAIL/ POSTAL EXPENSE	68120	USPS-HASLER
588205	03/18/2020	\$1,077.38	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC.
588206	03/18/2020	\$4,249.49	RETIREMENT	58990	VISION SERVICE PLAN
588207	03/18/2020	\$553.36	UTILITY SERVICES	38380	AT&T
588208	03/18/2020	\$952.30	UTILITY SERVICES	39550	AT&T
588209	03/18/2020	\$599.00	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588210	03/18/2020	\$1,794.70	SUPPLIES	2793	IBE DIGITAL
588211	03/18/2020	\$200.13	UTILITY SERVICES	23610	VERIZON WIRELESS
588212	03/18/2020	\$112.51	UTILITY SERVICES	23610	VERIZON WIRELESS
588213	03/18/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS



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588214	03/18/2020	\$1,274.55	UTILITY SERVICES	23610	VERIZON WIRELESS
588215	03/18/2020	\$1,164.30	UTILITY SERVICES	23610	VERIZON WIRELESS
588216	03/18/2020	\$53.76	UTILITY SERVICES	23610	VERIZON WIRELESS
588217	03/18/2020	\$456.55	UTILITY SERVICES	23610	VERIZON WIRELESS
588218	03/18/2020	\$4,103.62	UTILITY SERVICES	23610	VERIZON WIRELESS
588219	03/18/2020	\$2,001.20	UTILITY SERVICES	23610	VERIZON WIRELESS
Subtotal		\$1,389,282.85			
6093 - Successor Agency					
1462	03/18/2020	\$2,050.00	MONITORING SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
Subtotal		\$2,050.00			
Total		<u>\$1,391,332.85</u>			