



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MARCH 13, 2024 AT 6:00 PM

TELECONFERENCE LOCATION FOR
MAYOR PRO TEM MELENDEZ
HILTON GARDEN INN DC
DOWNTOWN - FRONT LOBBY
815 14TH STREET NORTHWEST
WASHINGTON, DC 20005

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

CITY COUNCIL

Scarlet Peralta, Mayor
Salvador Melendez, Mayor Pro Tem
Angie M. Jimenez, Councilmember
Georgina Tamayo, Councilmember
David N. Torres, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

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

Arlene Salazar
Fernando Pelaez
Paul Espinosa
Michael Solorza
Joseph Palombi
Cesar Roldan
David Sosnowski
John Soria

NOTICES

This City Council Meeting ("Council") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: <https://www.montebelloca.gov>, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务, 请在会议前 72 小时联系市书记员办公室.

RULES OF DECORUM:

Pursuant to Section 54957.95 of the Government Code, the presiding member of the legislative body conducting a meeting, or their designee, is authorized to remove, or cause the removal of, an individual for disrupting the meeting. Any such removal will be preceded by a warning to the disruptive individual by the presiding member of the legislative body or their designee that the individual's behavior is disrupting the meeting and that the individual's failure to promptly cease their disruptive behavior may result in their removal.

PUBLIC COMMENTS:

In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council meetings, you may address the City Council ***in person only the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and submit it to City Clerk staff prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. ***Closed Session begins at 6:00 p.m. and Regular Session begins immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

AGENDA MATERIALS: The agenda and/or agenda packet are available for public inspection at City's website at: [Agendas, Minutes, and Videos](#),

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Initiation of litigation in one case
2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(2)
Significant exposure to litigation in one case

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **CITIZEN OF THE MONTH - FRANCEIS GARCIA CRUZ**
4. **YMCA YOUTH AND GOVERNMENT DELEGATION**
5. **WOMEN'S HISTORY MONTH**
6. **NATIONAL DEVELOPMENT DISABILITIES MONTH**
7. **PRESENTATION BY LIEBERT CASSIDY WHITMORE RELATED TO HUMAN RESOURCE PROTOCOLS**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent**

Calendar items will be addressed at the time that matter of business is heard, in the order received.

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

8. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2475 AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a First Reading and Introduction of Ordinance No. 2475 (Attachment "A") amending Chapter 17.37 "Heavy Trucking Uses" and Chapter 17.49 "Brownfield Overlay District" of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically and finding that the code amendment is statutorily exempt under CEQA section 15301 (existing facilities) and 15061(B)(3) (common sense exemption); and
2. Take such additional, related action that may be desirable.

REGULAR BUSINESS

9. REVIEW AND DISCUSS CITY COUNCIL AND SUCCESSOR AGENCY MEETING RULES OF CONDUCT

RECOMMENDATION: It is recommended that the City Council:

1. Review and discuss the City Council and Successor Agency meeting rules of conduct;
2. Provide direction to staff and City Attorney's office regarding whether any updates or changes to the current rules of conduct are desired; and
3. Take other action as directed by the City Council.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

10. ADOPT RESOLUTION NO. 24-13 TO AUTHORIZE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024-25 TO THE METRO BUS OPERATIONS SUBCOMMITTEE FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 - 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-13 to authorize submission of an application for Fiscal Year 2024-25 to the Metro Bus Operations Subcommittee for Federal Transit Administration Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement Funds; and
2. Take such additional, related action that may be desirable.

11. ADOPT RESOLUTION NO. 24-12 AUTHORIZING SUBMITTAL OF AN APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION FOR FUNDING TO PURCHASE ZERO-EMISSION BUSES UNDER THE LOW OR NO EMISSION GRANT PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-12 authorizing the City of Montebello to submit applications to the Federal Transit Administration (FTA) to receive funding for two (2) grant programs: (i) the Low or No Emission Grant Program ("Low-No Program") in the amount of \$10,500,000; and (ii) the Grants for Buses and Bus Facilities Program ("Bus and Bus Facilities Program") in the amount of \$10,500,000 (collectively, hereinafter the "Grants"); and
2. Take such additional, related action that may be desirable.

12. APPROVE EXTENSION OF EXISTING RECRUITMENT INCENTIVES FOR QUALIFIED POLICE OFFICERS AND POLICE DISPATCHERS

RECOMMENDATION: It is recommended that the City Council:

1. Approve extension of the existing recruitment incentives program for qualified Police Officers and Police Dispatchers and referral bonuses to current employees; and
2. Take such additional, related action that may be desirable.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3972 WITH SEBASTION WATERWORKS (DBA MR. ROOTER) AND INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3972 between the City of Montebello and Sebastion Waterworks Inc., dba Mr. Rooter Plumbing to increase the not-to-exceed amount from \$45,000 to \$95,000; and,
2. Authorize payment for emergency cleanup of debris from catch basins at the municipal golf course by a four-fifths vote of the City Council to Mr. Rooter Plumbing for a not-to-exceed amount of \$28,425; and
3. Take such additional, related action that may be desirable.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC FOR A ONE-YEAR TERM EXTENSION AND INCREASE OF ANNUAL NOT-TO-EXCEED AMOUNT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3878 between the City of Montebello and Shockwave Electric for a One (1) Year Term Extension and increase the not-to-exceed amount from \$45,000 to \$85,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Approve by a four-fifths vote of the City Council the emergency repairs to sports field lights at Chet Holifield Park per Municipal Code Section 3.20 – Purchase System, Section 3.20.050 - Conformance with bidding procedures, subsection D; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 100-30-720-6040.10 (General Fund, Public Works, Park Maintenance, Contract Services Outside Contracts); and
5. Take such additional, related action that may be desirable.

15. APPROVE AGREEMENT NO. 4168 WITH FLO-SERVICES, INC. FOR EMERGENCY REPAIRS OF THE SEWER LIFT STATION AT NATASHA LANE

RECOMMENDATION: It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council Agreement No. 4168 with Flo-Services for emergency repairs at the Natasha Lane sewer lift station for a not-to-exceed amount of \$60,000 under the authority of Municipal Code Section 3.20.050(D) - Conformance with bidding procedures; and

2. Approve the Emergency Repair and Maintenance Services to the Sewage Lift Station located at Natasha Lane per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$60,000 in Account No. 265-99-330-6040.45 (Grant, Engineering, Sewer Maintenance); and
4. Take such additional, related action that may be desirable.

16. APPROVAL OF MINUTES: FEBRUARY 14, 2024, CITY COUNCIL MEETING; FEBRUARY 28, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

17. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-14 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MARCH 13, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-14 approving the Warrant Register dated March 13, 2024.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- **Angie M. Jimenez, Councilmember**
- **Georgina Tamayo, Councilmember**
- **David N. Torres, Councilmember**
- **Salvador Melendez, Mayor Pro Tem**
- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 27, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, March 10, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2475 AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a First Reading and Introduction of Ordinance No. 2475 (Attachment "A") amending Chapter 17.37 "Heavy Trucking Uses" and Chapter 17.49 "Brownfield Overlay District" of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically and finding that the code amendment is statutorily exempt under CEQA section 15301 (existing facilities) and 15061(B)(3) (common sense exemption); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact related to the recommended actions.

BACKGROUND/DISCUSSION:

On September 23, 1989, the City Council of the City of Montebello approved Code Amendment No. 3-89 (Ordinance No. 2001 – Attachment "B"), amending Title 17

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 4

(Zoning) Index of Primary Uses of the Montebello Municipal Code (“MMC”) prohibiting the establishment of new Heavy Trucking Uses, such as truck terminals, truck transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City of Montebello. As a result of Ordinance No. 2001, which became effective on November 22, 1989, all existing Heavy Trucking Uses without a Conditional Use Permit at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement. In response to the issues surrounding heavy trucking uses in industrial portions of the City, in 2007, the City Council adopted Ordinance No. 2307 (Attachment “C”) establishing the Brownfield Overlay District to permit, for a period of 15 years in a specific area of the City, those heavy trucking uses in the M-2 zone that were prohibited by the 1989 MMC amendment.

The Brownfield Overlay District was created to allow certain heavy trucking uses such as truck terminals, truck transportation yards, and truck storage yards in a specific area that were previously deleted from the zoning code upon the effective date of Ordinance No. 2001 on November 22, 1989. The Brownfield Overlay District provisions set forth a sunset date of November 23, 2019, for heavy trucking uses in that area, requiring abatement of such uses unless a zoning ordinance was adopted allowing heavy trucking uses to continue or remain beyond the sunset date. Such an ordinance would cause the sunset provision to be automatically repealed and the uses in the Brownfield Overlay District to remain.

On June 22, 2011, the City Council adopted Ordinance No. 2342 (Attachment “D”), setting forth requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of existing uses throughout the City. Ordinance No. 2342 allowed the establishment and operation of Heavy Trucking Uses by right in the M-2 zone throughout the entire City and therefore triggered the automatic repeal of the sunset provision in the Brownfield Overlay District. However, the MMC was never updated to reflect this action.

ENVIRONMENTAL:

This is considered a “Project” and is categorically exempt under California Environmental Quality Act (CEQA) pursuant to (1) Section 15301 - Class 1, Section 15301 – Existing Facilities and (2) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment because the proposed action seeks to amend the Montebello Municipal Code to address the inconsistency in the Montebello Municipal Code between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to allow the continuation of the status quo to allow heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses that have been allowed in the Brownfield Overlay District and M-2 Zone. None of the exceptions to the categorical exemptions found under CEQA Guidelines Section 15300.2 apply.

On August 15, 2023, the City of Montebello received an award for technical assistance from the EPA for an Environmental Site Assessment (“ESA”) for the former Chapin

Landfill/Brownfield Area. The ESA is intended to study and evaluate any potential impacts of proposed actions (e.g., right-of-way improvements etc.) on the environment and propose mitigations to reduce/eliminate those impacts. Tetra Tech, EPA's preferred consultant, is currently working directly with Montebello's Planning and Community Development Department and SCS Engineers (the City's consultant team) on the first phase of the ESA. The first on-site visit conducted by the EPA, City, and consultants took place on January 18, 2024. As previously mentioned, there was also an outreach meeting held to educate all affected property owners/operators and provide information regarding their options to participate in this process. The outreach meeting was held on January 18, 2024. These efforts are the first step in understanding next steps associated with the need for adequate infrastructure (e.g., stormwater infrastructure) and ensure the area is free from any potential hazardous materials. This process is anticipated to take approximately twelve months to complete with a preliminary timeline beginning in January 2024 through January 2025.

ANALYSIS:

The City Council provided direction to the City Attorney's office to draft an ordinance in collaboration with the Department of Planning and Community Development and the property owners in the Brownfield Overlay District area to clarify, simplify, and specify conditions and requirements for the Brownfield Overlay District and heavy trucking uses within the City. After a duly held public hearing on March 5, 2024, the Planning Commission adopted Resolution No. 02-24 (Attachment "E"), recommending the City Council adopt Ordinance No. 2475.

The amendments in the Ordinance include the following:

- Chapter 17.37 "Heavy Trucking Uses" – removing exemption application language for outdated exemption process for existing and new heavy trucking uses; clarifying that improvements and operating standards are mandatory.
- Chapter 17.49 "Brownfield Overlay District" – updating provisions to remove sunset and abatement language repealed as a result of the enactment of Ordinance No. 2342 in 2011; updating the title of the Director of Planning and Community Development; clarifying storage requirements and penalties for non-compliance; setting a limit of four (4) maximum intermodal shipping container storage stacking or maximum of 40 feet with a 5-foot setback.

If adopted, this Ordinance will update outdated language and set forth clear and detailed guidance to heavy trucking operators, business owners, and property owners relating to required improvements and operating standards. In addition, the proposed action seeks to amend the MMC to address inconsistencies between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to maintain the continuation of the status quo in allowing heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses to continue to operate in the Brownfield Overlay District and M-2 Zone.

SUMMARY:

Staff recommends that the City Council conduct a first reading and introduce Ordinance No. 2475 amending Chapter 17.37 “Heavy Trucking Uses” and Chapter 17.49 “Brownfield Overlay District” of the Montebello Municipal Code to clarify, simplify and specify the conditions and requirements for zoning compliance of heavy trucking operators in the City of Montebello and in the Brownfield Overlay District specifically and finding that the code amendment is statutorily exempt under CEQA section 15301 (existing facilities) and 15061(B)(3) (common sense exemption).

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2475 - Brownfield Overlay and Heavy Trucking CC
2. Attachment B - Ordinance No. 2001 (1989)
3. Attachment C - Ordinance No. 2307 (2007)
4. Attachment D - Ordinance No. 2342 (2011)
5. Attachment E - PC_Resolution No. 02-24

NEXT STEPS:

N/A

ORDINANCE NO. 2475

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT AREA SPECIFICALLY

WHEREAS, on September 23, 1989, the City Council of the City of Montebello ("City Council") approved Code Amendment No. 3-89 (Ordinance No. 2001), amending Title 17 (Zoning) Index of Primary Uses of the Montebello Municipal Code ("MMC") prohibiting the establishment of new Heavy Trucking Uses, such as truck terminals, truck transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City of Montebello ("City"); and

WHEREAS, as a result of Ordinance No. 2001, which became effective on November 22, 1989, all existing Heavy Trucking Uses without a Conditional Use Permit at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement; and

WHEREAS, in 2007, the City Council adopted Ordinance No. 2307 establishing the Brownfield Overlay District to permit, for a period of 15 years in a specific area of the City, those heavy trucking uses in the M-2 zone that were prohibited by the 1989 MMC amendment; and

WHEREAS, according to MMC Section 17.49.012(A), the Brownfield Overlay District was created to allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards in a specific area that were previously deleted from the zoning code upon the effective date of Ordinance No. 2001 on November 22, 1989; and

WHEREAS, Chapter 17.49 set forth a sunset date of November 23, 2019, for heavy trucking uses in the Brownfield Overlay District area requiring abatement of such uses at that time unless a zoning ordinance was adopted which would allow heavy trucking uses to continue or remain beyond the sunset date, resulting in the sunset

ORDINANCE NO. 2475

Page 2 of 13

provision to be automatically repealed and the uses in the Brownfield Overlay District to remain; and

WHEREAS, on June 22, 2011, the City Council adopted Ordinance No. 2342, Code Amendment 1-11, and found that it was consistent with the regulations of the MMC, was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the health, safety, and welfare of its residents, guests and visitors to the City of Montebello, and provided effective requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of the existing ones; and

WHEREAS, Ordinance No. 2342 allowed the establishment and operation of Heavy Trucking Uses by right in the M-2 zone throughout the entire City and therefore triggered the automatic repeal of the sunset provision in the Brownfield Overlay District; and

WHEREAS, on August 15, 2023, the City of Montebello received an award for technical assistance from the Environmental Protection Agency for an Environmental Site Assessment for the former Chapin Landfill/Brownfield Area to study and evaluate any potential impacts on the environment and propose mitigation measures to reduce or eliminate any potential impacts; and

WHEREAS, the Planning and Community Development Department held a community outreach meeting with the Environmental Protection Agency and property or business owners in the Brownfield Overlay District area on January 18, 2024, to understand the next steps associated with the environmental analysis of the area; and

WHEREAS, an extended zoning layer, such as the Brownfield Overlay District, is typically created to permit, enhance or restrict certain activities and uses within specific areas in the City beyond that of the underlying zone tailored to the characteristics, whether environmental, economic, or social, of that area; and

WHEREAS, the City Council of the City of Montebello ("City Council") provided direction to the City Attorney's office to draft an ordinance in collaboration with the Department of Planning and Community Development and the property owners in the Brownfield Overlay District area to clarify, simplify, and specify conditions and requirements for the Brownfield Overlay District and heavy trucking uses within the City; and

ORDINANCE NO. 2475

Page 3 of 13

WHEREAS, on March 5, 2024, the Planning Commission of the City of Montebello held a public hearing in accordance with Government Code section 65854 relating to a zoning ordinance to clarify, simplify and specify conditions and requirements for the Brownfield Overlay District and heavy trucking uses within the City; and

WHEREAS, after a public hearing at its meeting on March 5, 2024, the Planning Commission of the City of Montebello adopted a Resolution recommending the adoption of this Ordinance to the City Council; and

WHEREAS, at its meeting on March 13, 2024, the City Council held a public hearing in compliance with Government Code section 65856 to receive public comment relating to the zoning ordinance presented; and

WHEREAS, pursuant to Government Code section 65857, the City Council may approve, modify, or disapprove of the recommendation of the Planning Commission, provided that any modification to the ordinance not previously considered by the Planning Commission during its hearing shall first be referred to the Planning Commission for report and recommendation; and

WHEREAS, the City Council desires to amend Chapters 17.37 “Heavy Trucking Uses” and 17.39 “Brownfield Overlay District” of the Montebello Municipal Code as set forth in this Ordinance; and

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

SECTION 1. RECITALS. The above recitals are true and correct and made part of this Ordinance.

SECTION 2. AMENDMENT. Chapter 17.37 – Heavy Trucking Uses – is hereby amended to read as follows under the Montebello Municipal Code (deletions in ~~striketrough~~ and additions in double underline):

Chapter 17.37 HEAVY TRUCKING USES

17.37.010 Purpose.

The purpose of these regulations is to permit the establishment and operation of new heavy trucking uses subject to applicable operational standards and to provide mandatory improvements and operating standards for the existing heavy trucking uses ~~subject to abatement as of November 22, 2009, with an abatement exemption contingent upon~~

ORDINANCE NO. 2475

Page 4 of 13

~~compliance with~~ to adequately regulate these uses and ensure that their operations are consistent and compatible with the areas in which they are established.

17.37.020 Definitions.

Refer to Chapter 17.08 of this code.

17.37.030 New heavy trucking uses.

- A. Site Improvements and Operating Standards. All new heavy trucking uses, as defined in Chapter 17.08 of this code, that are established after the effective date of this chapter shall comply with all applicable requirements of this code and the zoning district in which the use is located in addition to the distance requirement of Section 17.37.030.B.
- B. Distance Requirements.
 - 1. Five Hundred Feet Separation Required. A new heavy trucking use, as defined in Chapter 17.08 of this code, shall not be established on any parcel or lot located within five hundred feet of any residential zone or other sensitive land use. A sensitive land use shall include (i) a public or private kindergarten, elementary, middle, junior high or high school; (ii) a licensed child-care facility or preschool other than a small or large family day care facility; (iii) playground; (iv) youth center; (v) recreational facility; (vi) park; or (vii) library.
 - 2. How to Measure Operation. The distance between any parcel or lot used for heavy trucking uses and the residential zone or sensitive land uses detailed above shall be measured in a straight line, without regard to intervening structures, from the closest property line of the parcel or lot used for heavy trucking uses to the closest property line of the residentially zoned property, or sensitive land use.

17.37.040 Existing heavy trucking uses.

All existing heavy trucking uses at the time this chapter ~~became~~ becomes effective as a result of the adoption of Ordinance No. 2342 on 6-22-2011, and without an effective conditional use permit, shall be considered exempt from the abatement action of Code Amendment No. 3-89 provided that these uses make an application for exemption and complete be in compliance with the conditions and requirements listed in the notice to comply described in this Chapter. Section 17.37.040.B.2 of this section within twenty-four months of the effective date of this chapter ("compliance term"). There shall be no extensions granted to the compliance term. Any existing heavy trucking use in compliance with the conditions and requirements set forth in this Chapter shall no longer be considered a nonconforming use, as regulated by Chapter 17.54 of this code. Failure to

ORDINANCE NO. 2475

Page 5 of 13

comply with the requirements of this section by any of the affected parties will result in the enforcement of an abatement order by the city.

A. Site Improvements and Operating Standards. All existing heavy trucking uses, as identified in the paragraph above, shall demonstrate compliance with applicable standards of this code and the zoning district in which the use is located, including but not limited to those regulating lighting and glare, landscaping, screening, noise, vibration, and hazardous substances. Additionally, the following standards shall apply to all applicable uses:

1. A solid decorative wall of at least eight feet in height must be constructed along all property lines abutting, or across an alley from, a residentially zoned property (except that in the required front yard setback of a residential use a three-foot decorative wall shall be constructed and additional non view-obscuring wrought iron may be placed on top of the three-foot wall). A wall shall be considered decorative if it incorporates architectural variation on its surface (i.e. slumpstone, stuccoed, split-face or similar).
2. A landscaped planter of a minimum of ten feet wide shall be required along all property lines abutting a residentially zoned property. The planter shall be fully irrigated and subject to the review and approval of a landscape and irrigation plan by the city's planning division. The landscape plan shall complement the solid eight-foot wall in providing a visual screen and physical separation from the abutting residentially zoned property and shall discourage plant materials susceptible to vermin such as ivy and vines.
3. A photometric plan shall be submitted for review and approval by the city's planning division prior to the issuance of a business license and a certificate of occupancy. The photometric plan shall show lighting levels that do not exceed 0.5 footcandles along any property lines abutting a residentially zoned property.
4. All trash areas and storage of trash/utility bins shall be located a minimum of one hundred feet from any property line shared with a residentially zoned property.
5. Any areas used for the parking of trucks, trailers, or fleet vehicles shall be located a minimum of one hundred feet from any property line shared with a residential zone. Customer or employee parking shall be permitted within the one hundred-foot buffer.

The director, at his/her discretion, may grant specific deviations from these standards (or the standards of this code and the zoning district in which the use is located) for existing heavy trucking uses satisfying the requirements of this chapter if strict compliance with these conditions and requirements is impeded by existing physical constraints or limitations of the affected sites.

Standards, requirements, allowances and limitations established in this Section shall supersede any conflicting provisions set forth outside of this Chapter.

B. Exemption Process.

- ~~1. Application. All existing heavy trucking uses at the time of this chapter, without an effective conditional use permit, as described above, which desire to be exempt from the enforcement of the abatement action, may file a "request for exemption" (the "request") with the planning division. The request shall consist of all of the following items:~~
 - ~~a. An "abatement exemption" application, which must include the names and signatures of both the business operator(s) and the property owner(s); and~~
 - ~~b. A plot plan of the entire subject property site showing all existing and proposed buildings and uses, landscaped areas, parking areas, storage areas, lighting, adjacent uses, and any other data as may be required by the planning division to adequately review the exemption request.~~
 - ~~c. A filing fee in the amount equal to a preliminary plan review, as established in the user fees by resolution of the Montebello City Council.~~
- ~~2. Review. Within fifteen working days of the date of filing a complete abatement exemption application by the applicant, planning staff shall review the plot plan, perform the required site inspection, evaluate the findings and issue a "notice to comply" listing all pertinent site improvements and operating requirements to be implemented by the applicant. If site improvements are required, planning staff shall stipulate a specific timeframe to complete the improvements and shall issue a "site improvement completion" form upon satisfactory completion of all the required operations and improvements.~~
- ~~3. Nonconforming Status. Any existing heavy trucking use issued a site improvement completion form as a result of this code amendment shall no longer be considered a nonconforming use, as regulated by Chapter 17.54 of this code, and as such shall not be subject to the abatement period applicable to nonconforming uses.~~

~~C.B.~~ Intensification, Expansion. The intensification, expansion, or substantial alteration of an existing heavy trucking use will not be permitted unless all applicable requirements of this code and the zone in which the use is located are met in addition to the operation standards of Section 17.37.030.A for the

affected areas of the proposal. The distance requirement in Section 17.37.030 shall not apply to the intensification, expansion, or substantial alteration of a heavy trucking use in existence at the time of the effective date of this chapter that is in compliance with the conditions and requirements set forth in this Chapter for existing heavy trucking uses. ~~and qualified for an exemption from the abatement order resulting from Code Amendment 3-89.~~

SECTION 3. AMENDMENT. Chapter 17.49 – Brownfield Overlay District – is hereby amended to read as follows under the Montebello Municipal Code (deletions in ~~strike~~through and additions in double underline):

Chapter 17.49 BROWNFIELD OVERLAY DISTRICT

17.49.010 Brownfield overlay district established and defined.

A. The city of Montebello establishes a Brownfield overlay district in the approximately fifty-five acre Brownfield area that was previously used as a landfill in an effort to allow and cluster certain heavy trucking uses that were deleted from the zoning code on November 22, 1989. In 2011, the adoption of Ordinance No. 2342 reversed the 1989 deletion of heavy trucking uses and set forth conditions and requirements for such uses, however, the Brownfield overlay district remains to provide additional requirements for heavy trucking uses in the specific area. ~~caused by the adoption of Subsequent to the adoption of Ordinance No. 2001 amending the industrial development standards, no new heavy trucking uses were permitted in any zones of the city, and a twenty-year abatement period was established for the previously existing nonconforming uses.~~

B. The Brownfield overlay district shall be located south of the Atchison Topeka and Santa Fe railroad tracks near Maynard Road, west of the Rio Hondo Percolation Basin (Bluff Road), north of Slauson Avenue, and east from the railroad spur just to the west of Chapin Road. The specific boundaries of the Brownfield overlay district are identified on Exhibit "A," which is attached to and is made part of this chapter. An approved Brownfield overlay district will be designated on the official zoning map with a "BF" designation.

17.49.020 Purpose.

The purpose of establishing ~~ment~~ of the Brownfield overlay district includes the following: ~~is a short-term solution that will:~~

- A. Allow certain heavy trucking uses, as defined in Chapter 17.37, such as truck terminals, truck transportation yards and truck storage yards that were previously deleted from the zoning code, to temporarily exist in the Brownfield area at this time;

- B. Promote the better utilization of land with minimal improvements while more in-depth environmental studies are conducted to determine the extent of the mitigation necessary for the Brownfield area;
- C. Cluster certain heavy trucking uses that would not require substantial development, but only minor physical improvements that would visually improve the Brownfield area; and
- ~~D. Provide time for the city to complete its Phase II Environmental study and address all facets of the potential surface and subsurface problems in the Brownfield area, and to formulate a specific plan for the ultimate establishment of appropriate uses therein.~~

17.49.030 Definitions.

In addition to the definitions contained in Chapter 17.08 of this code, the following words and phrases shall, for the purposes hereof, be designated as follows, unless it is clearly apparent from the context that another meaning is intended:

"Brownfield area" means the real property consisting of approximately fifty-five acres identified on the Exhibit A at the end of this chapter, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

"Truck terminal, draying or freight" means a facility that specializes in the transfer of freight. The terminal is not the point or the final destination of the freight.

"Truck transfer, moving and storage" means a facility that may be similar to a recreational vehicle storage lot, but is intended for the storage of trucks and truck trailers overnight or for longer periods of time.

"Truck transportation yard" means a location where the trucks that are operating at a truck terminal are stored when not in use. May also be the location where trucks are stored (overnight) and then dispatched to their destination(s).

17.49.040 Permitted uses.

- A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the zoning code and Appendix A, index of primary uses shall be permitted in the Brownfield overlay district, including the uses below, except as otherwise specified in this chapter:
 - 1. Truck terminals, draying or freight;
 - 2. Truck transportation yards;
 - 3. Truck transfer, moving and storage;
 - 4. Trucking uses described under Chapter 17.37.
- B. The director of planning and community economic development may deem additional uses to be permitted based on a finding that the use is similar in nature and operation to the permitted uses listed in this subsection.

17.49.050 Prohibited uses.

A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the zoning code and Appendix A, index of primary uses, specifically prohibited for the M-2 heavy manufacturing zoning district, shall be prohibited in the Brownfield overlay district except as otherwise specified in this chapter.

B. The director of planning and community economic development may deem additional uses to be prohibited based on a finding that the use is similar in nature, and operation to the prohibited uses listed in subsection A of this section.

17.49.060 Property development standards.

In addition to the requirements of the underlying zone and the requirements for heavy trucking uses set forth in Chapter 13.37, the following requirements shall apply to all new and existing uses allowed in the Brownfield overlay district:

A. General Requirements.

1. Except as otherwise set forth in this chapter, the development characteristics such as lot area, coverage, yards/setbacks, building heights, landscaping and parking shall be the standards of the underlying zoning designation (M-2, heavy manufacturing).
2. All signage, including banners, shall be in conformance with Chapter 17.62 of the Montebello Municipal Code.
3. All uses shall comply with the provisions of Chapter 17.32 of this code, except as specifically stated otherwise in this chapter.
4. All modifications to structures and uses proposed within shall comply with all applicable building, stormwater and fire codes and city ordinances.
5. All properties shall be maintained in a neat and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.

B. Special Requirements.

1. All properties shall be screened from view from the public right-of-way to the satisfaction of the director of planning and community economic development.
2. Truck loading doors and facilities shall not front directly on a public street unless said truck loading doors and facilities are completely screened from public view by decorative masonry walls or appropriate landscape screening.
3. Truck loading doors and facilities shall be designed and located in a manner that prohibits trucks from backing in from or onto the public right-of-way.

ORDINANCE NO. 2475

Page 10 of 13

4. No damaged or wrecked trucks or other vehicles shall be stored for purposes other than repair. Any truck or other vehicles awaiting repair for more than thirty days shall be removed from the location or stored in an enclosed area.
5. Building facades, including accessory structures such as block walls, shall be painted and repaired where needed by the business and/or property owner.
6. A view-obscuring wall may be substituted with a maximum of eight-foot high chain link fence with metal or vinyl slats.
7. There shall be no outdoor display or storage of truck parts and supply goods for sale.
8. No inoperable vehicles, intermodal containers, parts or equipment shall be stored within the public right-of-way. Failure to comply will result in the mandatory immediate removal from the public right-of-way at the expense of the business owner and/or property owner responsible for the violation.
9. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from public view, subject to the review and approval of the planning division.
10. Stacking of intermodal shipping containers on private property zoned for industrial use within the Brownfield Overlay District shall be permitted up to four (4) containers high or a maximum of 40 feet and is not subject to screening. Stacking must have a five (5) foot setback from the property line on any side that abuts the public right-of-way.

Standards, requirements, allowances and limitations established in this Section shall supersede any conflicting provisions set forth outside of this Chapter.

The director, at his/her discretion, may grant specific deviations from these standards (or the standards of this code and the zoning district in which the use is located) for existing heavy trucking uses satisfying the requirements of this chapter if strict compliance with these conditions and requirements is impeded by existing physical constraints or limitations of the affected sites.

~~17.49.070 Sunset date.~~

- ~~A. The Brownfield overlay district is established on an interim basis only. The provisions of this chapter establishing the Brownfield overlay district and permitting the uses specified in Section 17.49.040 to exist in the Brownfield area shall only be in effect~~

ORDINANCE NO. 2475

Page 11 of 13

through November 22, 2019, (the "Sunset Date") and shall automatically be repealed as of that date unless one of the following occurs before the sunset date:

1. ~~An ordinance enacted after the effective date of the ordinance codified in this chapter extends or repeals sunset date; or~~
 2. ~~The city council of the city of Montebello adopts a specific plan or other zoning ordinance, which allows the heavy trucking uses permitted by this chapter to continue or remain beyond the sunset date.~~
- B. ~~If neither subsection (A)(1) nor (A)(2) of this section occurs prior to the sunset date, all truck transfer, moving and storage, truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and any such similar uses as may have been established pursuant to the provisions of this chapter) shall become nonconforming uses, subject to the abatement/amortization period set forth in the following Section 17.49.080.~~

17.49.080 Abatement/amortization period.

~~Except as specifically set forth otherwise in this section, the provisions of Chapter 17.54 of this code governing nonconforming uses shall apply to all truck transfer, moving and storage; truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and any such similar uses as may have been established pursuant to the provisions of this chapter) as of the sunset date.~~

- A. ~~All truck transfer, moving and storage; truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and such similar uses as may have been established pursuant to the provisions of this chapter) which have become nonconforming as of the sunset date (November 22, 2019), shall be permitted to continue such uses for a period not to exceed three years following the sunset date.~~
- B. ~~Following the sunset date, the director of planning and economic development shall cause official notification to be sent via certified mail to the legal property owner of record as it appears in the county tax roll, stating the nonconforming status of such truck transfer, moving and storage; truck terminal, draying or freight; truck transportation yard or such similar business use on the property, as well as the start date of the abatement/amortization period. If the operator of such truck transfer, moving and storage; truck terminal, draying or freight; truck transportation yard or such similar business use is different from that of the legal property owner, additional notification shall be sent to the business operator by certified mail. Failure to issue such a notice shall not prejudice the city's rights to subsequently issue a written order of abatement pursuant to Chapter 17.54 of this code or to subsequently require compliance with the then-applicable laws of the city.~~
- C. ~~On November 22, 2022, the conclusion of the three year abatement/amortization period set forth in this section, all nonconforming truck transfer, moving and storage; truck terminal, draying or freight and truck transportation yard uses in the Brownfield overlay district (and any such similar uses as may have been~~

~~established therein pursuant to the provisions of this chapter) shall cease operation.~~

SECTION 4. CEQA COMPLIANCE. This is considered a “Project” and is categorically exempt under California Environmental Quality Act (CEQA) pursuant to (1) Section 15301 - Class 1, Section 15301 – Existing Facilities and (2) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment because the proposed action seeks to amend the Montebello Municipal Code to address the inconsistency in the Montebello Municipal Code between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to allow the continuation of the status quo to allow heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses that have been allowed in the Brownfield Overlay District and M-2 Zone. None of the exceptions to the categorical exemptions found under CEQA Guidelines Section 15300.2 apply.

SECTION 5. CONSISTENT WITH GENERAL PLAN. The City Council finds that the amendments being made to the Brownfield Overlay District conditions, standards and requirements as well as the amendments being made to the conditions, standards and requirements of heavy trucking uses within the M-2 zones of the City are consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed amendments will provide clarification and simplification of required standards and conditions to be in compliance with City regulations for the heavy trucking companies and properties located within the Brownfield Overlay District and throughout the City that are vital to the economy of the City. These amendments will also facilitate further environmental review of the Brownfield Overlay District area, a place that was once a landfill, and will encourage cooperation with business and property owners together with the City should any mitigation requirements be found after such study. There will be no change in zones or zoning boundaries, all permitted uses in the Brownfield Overlay District and M-2 zones related to heavy trucking are suitable and consistent with the areas within the City. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

SECTION 6. SEVERABILITY. If any action, 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, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

ORDINANCE NO. 2475

Page 13 of 13

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

SECTION 8. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 27TH DAY OF MARCH 2024.

Scarlet Peralta, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 13th day of March 2024, and was adopted by the City Council of the City of Montebello at its meeting held on the 27th day of March, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

ORDINANCE NO. 2001

AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MONTEBELLO, CALIFORNIA
AMENDING PORTIONS OF ARTICLE IX
OF THE MONTEBELLO MUNICIPAL CODE
RELATING TO INDUSTRIAL DEVELOPMENT STANDARDS
INCLUDING DEFINITIONS, PARKING LOT REGULATIONS
RELATING TO THOSE STANDARDS AND AMENDING
THE INDEX OF PERMITTED USES

THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA DOES FIND
AND ORDAIN AS FOLLOWS:

SECTION 1. Purpose: That over time the industrial development standards and Index of Permitted uses contained in the zoning regulations of the Montebello Municipal Code have become outdated and ineffective in adequately protecting the health, safety and welfare of the community, and that revised standards are necessary in order:

- a. to encourage industries currently located in the City to remain and expand their operations.
- b. to attract new industries to the City which will increase the revenues to the City and the Redevelopment Agency and provide employment opportunities for the residents.
- c. to ameliorate or eliminate land use conflicts and substandard infrastructure and substandard private improvements in the area.

SECTION 2. That the Planning Commission held three public study sessions on changes to the current standards and, on August 21, 1989 conducted a public hearing on specific changes to these development standards and permitted uses and to definitions and parking lot regulations relating to these standards.

SECTION 3. That on August 21, 1989 the Planning Commission unanimously recommended approval of Amendment 3-89 adopting specific changes to Sections of Article IX of the Montebello Municipal Code.

SECTION 4. That the City Council finds that the proposed Amendment is consistent with the General Plan and is in the best interest of the general public.

SECTION 5. That the requirements of the California Environmental Quality Act have been satisfied with respect to Amendment 3-89 in that the City Council has determined that the amendment will not have a significant effect on the environment and adopts a Negative Declaration to that effect.

SECTION 6. That the City Council does hereby approve Amendment 3-89 adopting specific changes to Sections 9220.19 (2), 9220.22 (1), 9243.1 through 9245.2, 9246.4 ("Industrial") and 9246.12 C and the Index of Permitted Uses of Article IX of the Montebello Municipal Code as provided for in Exhibit "A".

SECTION 7. That, in addition to and superseding the provisions as set forth in Exhibit "A", any project for which a valid and complete building permit application has been received with fee prior to the adoption of this ordinance shall be allowed to proceed in accordance with the provisions in effect at the time the application was filed and accepted, as provided in the Uniform Building Code.

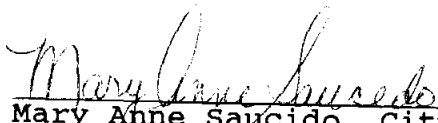
SECTION 8. That if any section or part of this ordinance including Exhibit "A", is found to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other section or part thereof.

SECTION 9. That the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in a manner prescribed by law.

PASSED AND APPROVED THIS 23 DAY OF October, 1989.


William O. Nighswonger, Mayor

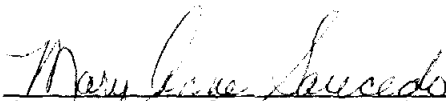
ATTEST:


Mary Anne Saucedo, City Clerk

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

I, Mary Anne Saucedo, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No. 2001 was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 9th day of October, 1989; that, thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 23rd day of October, 1989, and carried by the following vote:

AYES: COUNCILMEMBERS: Glasman, Payan, Pizzorno, Salazar,
REF: oparklot Nighswonger
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None


Mary Anne Saucedo, City Clerk



Cotton / Beland / Associates, Inc.
Urban & Environmental Planning

Transmittal

Date: November 3, 1989

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

Project No.: 337.00

Subject: Montebello Zoning Ordinance

We Are Transmitting: One copy of pages II-14.1, II-17, III-34 through
III-45, IV-7, IV-9, IV-14, IV-14.1, and
Index of Permitted Uses pages 4, 18, 19, 20.

At Your Request ☒ For Your Review ☐ For Your Files ☐

☐

Comments/
Action Requested: The dates at the top of each page have been
changed to 11/22/89, and corrections were
made to the text of pages III-44 and IV-9.

Sent Via: UPS

From: Paula Kelly

Copies To:

1028 N. LAKE AVENUE • SUITE 107 • PASADENA, CALIFORNIA 91104 • (818) 791-7682 • (213) 681-2061

SECTION 9220.19

1. Sanitarium and Sanatorium shall mean the same as Nursing and Convalescent Hospital.
2. Self-Storage - A type of warehousing specifically involving real property designed and used for the purpose of renting or leasing individual storage space to persons who are to have access to the space for the purpose of storing and removing personal property, but does not include a garage or other storage area in a private residence.
- 2.a. Senior Citizen's Housing - Any building or portion thereof other than a hospital or rest home, providing living accommodations for ambulatory persons aged 60 or older.

4. Transfer Station - A facility utilized to receive solid wastes, to temporarily store, separate, convert or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport. Transfer station does not include a facility, the principal function of which is to receive, store, convert or otherwise process recyclable materials which have been separated for reuse and are not intended for disposal. (Based on Section 309 of the Solid Waste Ordinance of the County of Los Angeles).
5. Triplex - Three-family dwelling.

SECTION 9220.21

1. Vehicle - Shall mean and include motorcycle, motordriven cycle, motor truck, passenger vehicle, as these phrases are defined in the Vehicle Code of the State of California, and all similar types of vehicles.
2. Video Game Machine - see Amusement Game Machine.

SECTION 9220.22

1. Warehouse - The use of a building or portion of a building for the storage of goods or merchandise which is not used for or related to a manufacturing or retailing business on the same premises.

SECTION 9220.23

1. Yard - The space between a lot line and building line.
2. Yard, Front - A yard extending the full width of the front of a lot between the front property line and the front building setback line (see Figure 3).
3. Yard, Rear Line of Required Front - A line parallel to the front lot line and at a distance equal to the required depth of the front yard and extending across the full width of the lot (see Figure 3).
4. Yard, Rear - A yard extending the full width of the lot in the area between the rear lot line and the rear building setback line (see Figure 3).
5. Yard, Side - A yard extending the full length of the lot in the area between a side lot line and a side building line (see Figure 3).

PART III - DIVISION C

MANUFACTURING ZONES

SECTION 9243 - GENERAL PROVISIONS

SECTION 9243.1 - SCOPE - The following regulations shall be applicable to all properties and uses in the M-1 and M-2 zones.

SECTION 9243.2 - DEVELOPMENT STANDARDS - The property development standards set forth here shall apply to all land in the "M" zones.

- A. LOT AREA, WIDTH AND DEPTH - Determined on a case-by-case basis, a development site plan is required for the creation of any new lot. Any existing lot which is legal at the time this Section is adopted can be developed in accordance with other provisions herein.
- B. OFF-STREET PARKING AND LOADING

Each lot or parcel of land shall have and maintain off-street parking and loading as prescribed in Section 9246 (Off-Street Parking and Loading Regulations).

C. TRASH AREAS

Each lot or parcel of land shall be provided with facilities for the temporary storage and collection of trash and rubbish (hereafter "facilities"), in accordance with the following:

1. Such facilities may be located within a building, or, if in the open, shall be enclosed by a view-obscuring wall or fence.
2. All trash, rubbish, garbage receptacles and surrounding areas shall be regularly cleaned and maintained in a safe and sanitary condition. All containers shall be of substantial construction and provided with tight fitting lids.
3. All trash storage areas shall be located for convenient vehicular access for pick-up and disposal.

D. MECHANICAL EQUIPMENT OR UTILITIES

Mechanical equipment or utilities or similar machinery located outside of the exterior walls of any building, (except window-mounted devices) including roof mounted equipment, shall be:

1. Completely screened (M-1 zone), and completely screened from any public right-of-way (M-2 zone) by use of either:
 - a. View-obscuring landscaping; or
 - b. Architectural features compatible with the main structure(s).
2. Maintained in a clean and proper condition to prevent collection of litter and to avoid unnecessary noise.

E. SIGNS

Each lot or parcel may have signs and sign structures, provided the same are constructed and maintained in accordance with the provisions of Section 9262 (Sign Regulations).

F. SETBACKS, BUFFERING, AND SCREENING

1. Minimum setbacks are shown on Table 1, Setback Requirements.
2. For any lot or parcel developed after the effective date of this Section (11/22/89), the area between the principal building (including an imaginary line extending from the front facade of that building to the side lot lines) and the public street shall be used only for accessory buildings, recreational areas, landscaping, driveways, an improved parking lot or pedestrian access.
3. A solid masonry wall a minimum of six (6) feet in height shall be constructed along all property lines abutting commercially or residentially zoned property (except that in the required front yard setback a three (3) foot masonry wall shall be constructed and additional non-view obscuring wrought iron fencing at least three (3) feet in height may be placed on top of the three (3) foot wall).

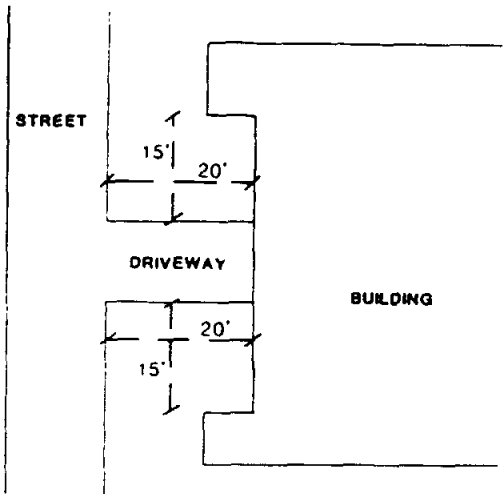
G. LANDSCAPING

1. Landscaping is required throughout required setbacks and other open areas which are visible from the public right-of-way and which are not used for parking, access or loading.
2. Landscaping shall consist of combination of trees, ground cover and shrubbery to adequately cover all designated landscaped areas when installed.
3. All landscaping shall be maintained in a neat, clean and healthful manner. Each landscaped area shall be provided with a permanent, underground, automated irrigation system.
4. Non-living material shall not be substituted for required landscaping, except that decorative rocks or stones may be substituted for groundcover where trees and shrubbery are sufficiently dense.

TABLE 1
SETBACK REQUIREMENTS
INDUSTRIAL ZONES

FROM LOT LINE	MINIMUM SETBACK
Front	20 feet if across from or abutting R zone. 10 feet or 5 feet if decorative facade. 20 feet from street for 15 feet extending from both sides of the driveway when vehicle access directly into building (see illustration below).
Side	5 feet (15 feet if abutting R zone); or 0 feet if no windows or doors (and decorative facade if abutting R zone). 10 feet if sideyard is facing street, or 5 feet if decorative facade. 20 feet if across street from R zone. 20 feet from street for at least 15 feet extending from both sides of the driveway when vehicle access directly into building.
Rear	5 feet (15 feet if abutting R zone); or 0 feet if no windows or doors (and decorative facade if abutting R zone). 20 feet from alley for at least 15 feet extending from both sides of the driveway when vehicle access directly into building.

Front or Street Sideyard Setback-Vehicle Access Directly into Building



5. If a parking lot or loading area is visible from and is located within 50 feet of the street, it shall be separated from the right-of-way by a landscaped strip that is a minimum of five feet wide and located adjacent to the right-of-way.
6. If a parking lot has more than 10 spaces, 5% of the parking lot area must be landscaped in addition to the requirements of number 5 above. If the parking lot is enclosed or is not visible from the public right-of-way, this landscaping may be transferred to any visible location on the site.
7. A landscape plan (including plans for a permanent underground automated irrigation system) shall be submitted with the site plan for all development. All landscaping and trees shall be approved by the City Planning Division, and installed prior to the issuance of a certificate of occupancy.
8. One tree shall be provided for each 20 lineal feet of landscaping. Said trees shall be at least 6 feet in height from the ground to the lowest limb at the time of planting and shall attain an overall height at maturity of at least 15 feet.

H. BUILDING HEIGHT

The height of buildings shall be unlimited except if the lot abuts a residential zone, then the maximum height shall be 35 feet, or 25 feet if the building is within 15 feet of the residential property line.

I. BUILDING INTENSITY

The ratio of floor area to lot size shall be a maximum of 3:1 in the M-1 zone and a maximum of 2:1 in the M-2 zone.

J. VIEW-OBSCURING FENCE SHALL MEAN:

1. a solid masonry wall; or
2. an approved ornamental iron fence maintained together with view-obscuring landscaping or chain-link fence with landscaping on the outside of the chain link fence; or
3. any other type of fencing, constructed of non-combustible material, with view-obscuring landscaping on the street side thereof, or, if not visible from the public right-of-way, then landscaping is not required. Such fencing shall be uniformly painted and maintained in such condition on all sides of such fencing visible from any abutting street; or
4. any combination of the above, if first approved by a Site Development Plan.

5. Security Opening shall mean security openings in any fencing or landscaping required hereunder, not exceeding four feet (4') in width, at locations shown on an approved Site Development Plan. Security openings shall be protected with an approved ornamental iron or galvanized cyclone fencing.

K. BUILDING AND FENCING MATERIALS

1. A building facade or wall over 6 ft. in height shall be considered decorative if it incorporates architectural variation on its surface. That is, for every 6 ft. in height, an additional surface material or color shall be used.
2. No buildings may have exterior metal walls which are not covered by decorative siding or veneer (e.g., masonry block or wood or stucco) unless such walls are not visible from the public right-of-way or commercially or residentially zoned property. Exterior metal building walls which are not visible per the above must conform to Figure 1 of this Section. However, buildings used for emergency equipment and supply storage are exempted from this provision.
3. In no event shall chain link or any other sheet metal or sheet fiber glass/plastic fencing be used parallel to and visible from abutting streets unless completely screened by landscaping.

SECTION 9243.3 - LIMITATIONS ON PERMITTED USES: All uses shall be conducted within a completely enclosed building, or within an enclosed outdoor area which is entirely screened by a view obscuring fence.

A. OUTDOOR USES

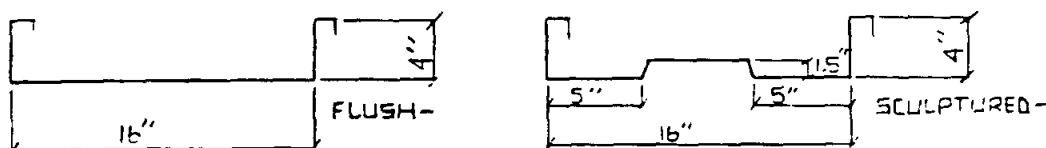
1. For new development, outdoor storage shall be prohibited between the front of the principal building(s) and the public street which abuts the principal building(s).
2. Outdoor storage areas shall be completely screened by walls, fences, or landscaping so that they are not visible from the public right-of-way (M-1 and M-2 zones) or from abutting and adjacent properties (M-1 zone).
3. All outdoor use areas shall be surfaced with not less than 3 inches of asphalt or concrete in compliance with the requirements of Section 9246.6.
4. No materials or wastes shall be stored in such a manner that they may be transferred off the lot by natural causes.

FIGURE - 1

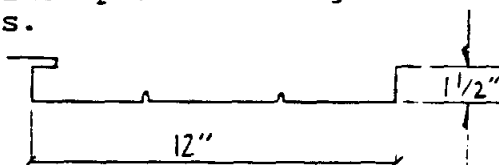
GENERAL STANDARDS FOR METAL PANELS AND COATINGS

1. All metal wall panels shall be 6 - 90 hot dipped galvanized steel, and shall be not less than 24 gauge in thickness. All panels and exposed fasteners shall be coated at the factory with products meeting the following specifications:
 - (A) Colors shall not change more than 5E (hunter) units (per ASTM D-224) for a period of 20 years.
 - (B) Colors shall not chalk more than a 7 rating (per ASTM D-659) for a period of 20 years.
 - (C) Coatings shall not peel, crack, check or chip for a period of 20 years.
2. The following panels illustrated are the only type panels permitted to be used as replacement for existing metal panels:

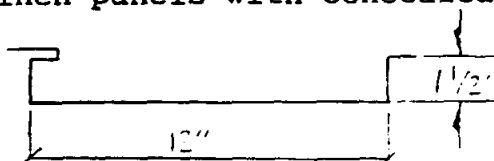
- (A) Embossed architectural panels with concealed fasteners.



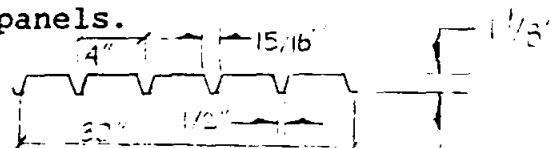
- (B) Flat 12 inch panels with grooves and concealed fasteners.



- (C) Flat 12 inch panels with concealed fasteners.

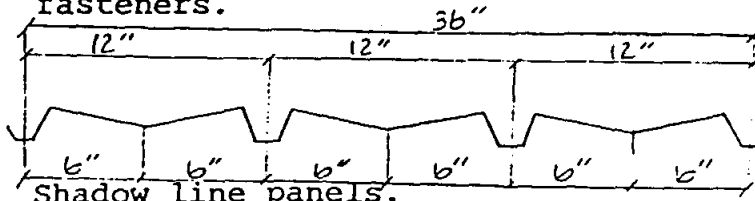


- (D) Type "A" panels.

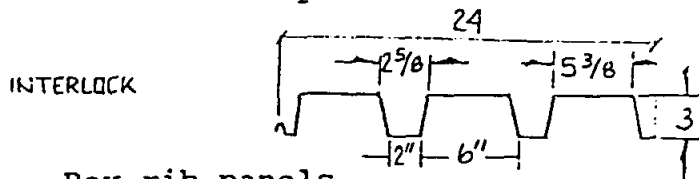


-148-

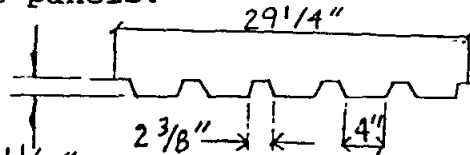
- (E) Vee rib architectural panels with semi concealed fasteners.



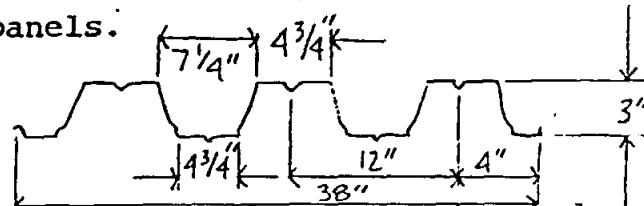
- (F) Shadow line panels.



- (G) Box rib panels.



- (H) Bold line panels.



3. No wall may be constructed or reconstructed using any metal other than those listed and illustrated in Subsection 2, above. The S-Type galvanized corrugated metal panels illustrated below are specifically prohibited.
4. Any metal building which is granted an exception under the provisions of Section F, above, must comply with the following:
 - (a) Planning and Community Development Department would survey building to determine if and to what extent repairs to existing panels are necessary.
 - (b) Owner must do work in accordance with written specifications of the City of Montebello and must use a Licensed Contractor and approved paint.
 - (c) Must obtain a Building Permit.

5. Materials which might cause fumes or dust, which constitute a fire hazard, or which are edible by or attractive to rodents or insects shall be stored only in tightly-closed containers in required enclosures or buildings.

6. Exceptions to these Limitations:

Drive-in uses, restaurants, service stations, electrical distribution substations, horticultural nurseries, vehicular parking and sales, loading docks and other similar uses where outdoor activity is provided for.

B. NOISE

1. Every use shall be so operated that the noise inherently and recurrently generated does not exceed the following levels at the lot line of the lot on which the use is located.

<u>Adjacent zone</u>	<u>Maximum Noise Level</u>	
	<u>7 a.m. to 10 p.m.</u>	<u>10 p.m. to 7 a.m.</u>
Residential	65 dBA	60 dBA
Commercial	70 dBA	70 dBA
Industrial	75 dBA	75 dBA

2. It shall be unlawful for any person on any property within the City to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, which causes the noise level when measured on any other property, to exceed:
 - a. The noise standard for cumulative period or more than 30 minutes in any hour; or
 - b. The noise standard plus 5 dBA for a cumulative period of more than 15 minutes in any hour; or
 - c. The noise standard plus 10 dBA for a cumulative period of more than 5 minutes in any hour; or
 - d. The noise standard plus 15 dBA for a cumulative period of more than 1 minute in any hour; or
 - e. The noise standard plus 20 dBA for any period of time.
3. For the purpose of this ordinance, the peak decibel reading for a noise with a fluctuating noise level (such as live or recorded music) shall be considered as the noise level for the entire cumulative period of the noise. Likewise, the time between repetitive intermittent noises (such as banging, pounding, or hammering) shall be included in the cumulative period of the noise.

C. VIBRATION

Every use shall be so operated that the ground vibration generated at any time and measured at any point along the lot line of the lot on which the use is located shall not be perceptible and shall not exceed the following:

<u>Adjacent Zone</u>	<u>Vibration in Inches per Second</u>	
	<u>Impact</u>	<u>Steady-State</u>
Residential	.006	.003
Commercial	.010	.005
Industrial	.100	.040

D. RADIOACTIVITY AND ELECTRICAL DISTURBANCE

1. The use of radioactive materials shall be limited to measuring, gauging, and calibration devices, as tracer elements in X-Ray and like apparatus, and in connection with the processing and preservation of foods. In no event shall radioactivity, when measured at each lot line, be in excess of two and seven-tenths (2.7) by ten (10) to the eleventh (11th) power microcuries per milliliter of air at any moment of time. Transportation of radioactive materials shall be only along routes approved by the City Council.
2. Radio and television transmitters shall be operated at the regularly assigned wave lengths (or within the authorized tolerances therefor) as assigned thereto by the appropriate governmental agency. All electrical and electronic devices and equipment shall be suitably wired, shielded, and controlled so that in operation they shall not, beyond the lot lines, emit any electrical impulse or wave which will adversely affect the operation and control of any other electrical or electronic devices and equipment.

E. TOXIC MATERIALS, FIRE, AND EXPLOSION HAZARDS

1. All storage, use, and disposal of potentially toxic, flammable, or explosive materials shall utilize safety and fire suppression devices as specified by the Fire Department.
2. Prior to obtaining an occupancy permit or business license for any industrial use, a Fire Department clearance must be obtained. A "risk management plan" must be submitted to and approved by the Fire Department for any use including the use, storage or creation of any acutely hazardous material as defined by Section 6.95 of the California Health and Safety Code (in any amount).

F. HEAT AND HUMIDITY

Heat, humidity, or other climactic influence from any source shall not be produced beyond the lot lines of the use.

G. GLARE

No operation, activity, or lighting fixture shall create illumination which exceeds five-tenths (0.5) footcandles at any point on the lot lines of the use, except as necessary to meet the requirements of Section 8140 et seq, Security Provisions.

SECTION 9243.4 - ISSUANCE OF BUILDING PERMITS - No building permit shall be issued for the construction, reconstruction or relocation of any building or structure to be located on any lot in this zone, abutting upon a street having a lesser width than that established by resolution of the City Council unless the following requirements are complied with:

1. Dedication of Street Right of Way

When the building permit valuation is \$15,000 or more, the owner of such lot shall make a formal offer of dedication to the City for public street purposes, and all appurtenant uses, of a depth equal to one-half of the width of the street as described in the City Council resolution.

2. Setbacks

The required setback shall be maintained in this zone for all buildings, structures and appurtenant improvements including off-street parking as measured from the right of way width established by resolution of the City Council.

3. Off-Site Improvements

When the building permit valuation is \$7,500, any building permit shall be subject to provide improvements for curb, gutter and sidewalk in compliance with Section 8104 of the Municipal Code.

PART III - DIVISION C

SECTION 9244 - LIGHT MANUFACTURING ZONE (M-1)

SECTION 9244.1 - PURPOSE AND INTENT - The purpose of the M-1 zone is to provide areas for the establishment of light industrial plants and related activities, and to promote the concentration of such uses in a manner which will foster mutually beneficial relationships within the area, as well as with the areas of the City zoned for heavy industrial development. The regulation of uses and standards of development set forth for the M-1 zone are those deemed necessary to provide the proper environment for the efficient and desirable use of light industrial land, to ensure the availability of adequate infrastructure to serve the permitted uses, to provide the proper safeguards to protect nearby residential, commercial and public uses, to provide an aesthetically pleasant district conducive to good industrial relations, and to attract and encourage the location of desirable light industrial uses.

SECTION 9244.2 - USES PERMITTED -

Uses permitted in the Light Manufacturing (M-1) zone generally include all uses in the C-M zone as well as light manufacturing and automotive-related uses. Industrial and equipment services are also permitted, but distribution and transportation-related services (trucks over 2 tons) are not permitted.

A. PRINCIPAL USES

See Index of Primary Uses for specific uses allowed in an M-1 zone.

B. ACCESSORY USES

All accessory uses and structures incidental to the permitted principal use.

PART III - DIVISION C

SECTION 9245 - HEAVY MANUFACTURING ZONE (M-2)

SECTION 9245.1 - PURPOSE AND INTENT - The purpose of the M-2 zone is to preserve the lands of the City appropriate for heavy industrial uses, to promote uniform and orderly industrial development, to create and protect property values, to foster an efficient, and aesthetically pleasant industrial district with infrastructure adequate to the types of uses permitted, to attract and encourage the location of desirable industrial plants, to provide an industrial environment which will be conducive to good employee relations, and to provide proper safeguards and appropriate transition for surrounding land uses.

SECTION 9245.2 - USES PERMITTED -

The uses permitted in the Heavy Manufacturing (M-2) zone generally include all uses permitted in the M-1 zone as well as the heavier manufacturing uses. Warehousing, distribution and transportation-related uses (including trucks over 2 tons) may be permitted with a Conditional Use Permit.

A. PRINCIPAL USES

See Index of Primary Uses for specific uses allowed in an M-2 zone.

B. ACCESSORY USES

All accessory uses and structures incidental to the permitted principal use.

Type of Use	Required Number of Parking Spaces
<u>INDUSTRIAL:</u>	
Any industrial use including warehousing	a) 1 per 500 sq. ft. or 1 per 1/2 the employees on the largest shift whichever is greatest; (existing building option - 1 per each employee upon written certification of employ roster submitted annually); <u>plus</u> b) 1 for each vehicle kept in connection with the use.
Public utilities excepting their business offices	no less than 2 - 1 for each vehicle kept in connection with use; <u>plus</u> 1 for each 2 employees on largest shift

Type of Use	Required Number of Parking Spaces
<u>INSTITUTIONAL:</u>	
Child Care Centers/ Day Care Nurseries	No less than 3 - 1 per each full time employee or adult participant; <u>plus</u> 1 for every 2 part time employee; or adult participants; <u>plus</u> 1 for every 25 children the facility is designed to accommodate
Children's Homes	No less than 3 - 1 for each two employees
Educational Institutions	<u>Elementary & Intermediate schools</u> - 1 for each classroom & lecture hall; <u>High School</u> - 1 for each classroom & lecture hall; <u>plus</u> 1 for every 10 students the facility is designed to accommodate; <u>Business, Professional, Trade Colleges and Universities</u> - 1 for each classroom and lecture hall; <u>plus</u> 1 for each 5 students the facility is designed to accommodate
Elementary and Intermediate school Auditorium	1 for each 5 fixed seats; seats; <u>plus</u> 1 for each 35 sq. ft. of general assembly area
Hospitals	2 for each patient bed
Nursing/Convalescent Hospitals, Sanitariums, Rest Homes, Homes for the Aged	No less than 3 1 for each 2 resident-employees; <u>plus</u> 1 for each 2 residents and/or patients

* See Section 9246.6 for general regulations and development standards.

SECTION 9246.5 - PARKING REQUIREMENTS FOR USES NOT SPECIFIED - The requirement for a use not specifically mentioned will be the same as for a use specified which has similar traffic generating characteristics. The Planning Commission will determine what constitutes a similar use.

SECTION 9246.6 - DEVELOPMENT STANDARDS

A. SIZE OF PARKING SPACES

1. Residential Zones:

All parking spaces required for residential use shall be at least ten (10) feet in width, nor less than twenty (20) feet in depth. The width of each required enclosed parking space may be reduced in order to accommodate columns and end walls where necessary; provided that no such parking space shall have a width of less than nine (9) feet six (6) inches.

2. All Other Zones:

The minimum size of a parking space (whether or not required) shall be a width of eight (8) feet and six (6) inches and a length of eighteen (18) feet with no obstructions allowed. Such spaces shall be striped with double lines spaced 6 inches apart.

3. Each parallel off-street parking space shall have a length of twenty-two (22) feet.

B. PARKING AREA CIRCULATION

1. Minimum aisle widths shall be provided depending upon the angle of the parking spaces they serve (Ref: Parking Standards Chart).

2. Parking areas and driveways serving five (5) or more dwelling units, and serving any commercial or industrial use shall be arranged to permit traffic to move in and out of parking areas, driveways, and ramps without the backing of any vehicle onto a street or highway.

3. One-way driveways, ramps and aisles shall have directional markings to indicate one-way circulation.

4. Parking areas, driveways, maneuvering aisles, ramps and turn-around areas shall be kept free of obstructions at all times.

5. Required parking spaces shall be located a sufficient distance from any access opening into a warehouse building so as to provide for unobstructed vehicle loading spaces in these areas.

Such surfacing shall be designed, constructed and maintained so as to dispose of all surface water. In no case shall such drainage be allowed to flow over or across public sidewalks.

G. STRIPING AND MARKING:

All parking spaces shall be striped with double lines spaced six (6) inches apart ("C" and "M" zones).

H. WHEEL STOPS:

Every parking space that is not separated by a fence or wall from any street or alley property line upon which it abuts, and every parking space which fronts a building wall or fence with no separation between the front end of the parking space and the wall or fence, shall be provided with a suitable concrete wheelstop or curb barrier not less than two (2) feet from such street or alley, wall or fence property line. Such wheelstop or curb barrier shall be securely installed and maintained.

I. LANDSCAPING:

1. The design, development and maintenance of all landscaping required by this section shall be subject to the approval of the City Planner.
2. All landscaping provided in conjunction with the development of parking facilities serving commercial and manufacturing zoned properties shall be surrounded by a continuous six (6) inch concrete curb.

J. SCREENING:

1. In any zone, except Zones R-1 and R-2, where parking spaces, driveways, maneuvering aisles or turn-around areas are located adjacent to and within fifty (50) feet of any property line separating the site from any public street, the following screening techniques shall be used (See Figure 4):
 - a. A solid masonry wall, between two (2) and three (3) feet in height, shall be constructed and maintained parallel to and not nearer than five (5) feet to such property line; or
 - b. A solar screen type decorative masonry wall or combination solid masonry wall and decorative masonry wall between two (2) and three (3) feet in height shall be constructed and maintained at such property line with a minimum continuous six (6) inch solid concrete curb located parallel to and not nearer than five (5) feet to such property line; or minimum continuous six (6) inch solid concrete curb located parallel to and not nearer than five (5) feet to such property line; or

SECTION 9246.10 - COMPUTING PARKING FOR MIXED OCCUPANCIES IN A BUILDING - In the case of mixed uses in a building or on a lot, the total required number of off-street parking spaces shall be the sum of the requirements for the various uses.

SECTION 9246.11 - COMMON FACILITIES - Common parking facilities serving more than one use may be provided in lieu of individual requirements, but such facilities shall be approved by the City Planner, as to size, shape and relationship to business sites to be served. The total of such off-street parking spaces shall not be less than the number required for the various uses.

SECTION 9246.12 - COMPUTATION OF REQUIRED PARKING SPACES

A. CONSIDERATION OF FRACTIONAL REMAINERS:

Where calculation of the number of spaces required results in a fractional number, any fraction equaling one-half or more shall be rounded to the next higher whole number.

B. PARKING IN BUILDINGS:

Where required parking computations are based on floor area, floor space devoted to parking within the building shall not be included in this computation.

Covered sheds with open side walls shall be deemed to be enclosed buildings for purposes of this Subsection, when the same are used only for lumber storage, loading docks, hay barns, pipe or metal storage, or any similar use.

C. LOADING SPACES:

1. Required Spaces

<u>Gross Floor Area (sq. ft.)</u>	<u>Required Spaces</u>
6,001 - 10,000	1
10,001 - 20,000	2
20,001 - 50,000	3
50,001 - 100,000	4
100,001 - 200,000	5
Each additional 100,000 or fraction thereof	1

2. Size

Each off-street loading space shall be not less than twelve (12) feet in width and thirty (30) feet in length and fifteen (15) feet in height. Where four (4) or more spaces are required, one quarter (25 percent) of the spaces shall have a minimum width of fourteen (14) feet and a minimum length of sixty (60) feet. Loading facilities shall be designed such that the largest anticipated trucks shall not (when loading or unloading) extend into parking or back up and maneuvering area for required parking.

3. Location

Off-street loading facilities shall be located and designed so that the largest anticipated vehicles shall not encroach into public sidewalks, streets, or required driveways in the course of loading or unloading goods.

D. SPACES FOR HANDICAPPED:

1. Size and location of handicap spaces shall be computed as per State Statute.

2. The entire area of a handicap parking space (including both the parking and the access areas) shall be painted with hatched striping (in addition to the state required handicap markings and signage).

3. All handicap access ramps must be constructed such that a minimum of a 5 foot wide ramp access is maintained unobstructed at all times.

SECTION 9246.13 - JOINT USE PARKING - The Planning Commission may authorize the joint use of parking facilities by the following type of uses under the following conditions:

- A. Up to fifty (50) percent of the parking facilities used primarily for a daytime use may be provided by the parking facilities used primarily for a nighttime and/or Sunday use. The reverse is also true: up to fifty (50) percent of the parking facilities used primarily for a nighttime and/or Sunday use may be provided by the parking facilities used primarily for a daytime use.
- B. Up to one hundred (100) percent of the parking facilities required by this Part for a church or for an auditorium incidental to an educational institution may be supplied by parking facilities used primarily for daytime use.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 5410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Access to Property						C	C	C	C		
Acetylene Storage										R	R
Acid Manufacture											C
Addressograph Service									R	R	R
Advertising, Outdoor (Off-Premise)										R	R
Adult Business (See Sec. V18)								C	C	C	C
Agricultural Equipment (sale or rent)										R	R
Agricultural or Horticultural* Growing Grounds	C	C	C	C	C			C			
Air Pollution Station	C	C	C	C	C	C	C	C	C	C	C
Airports and Heliports									**		
Alcohol, Manufacture of											R
Ambulance Service								C	R	R	R
Ammonia, Manufacture of											R
Ammunition, Manufacture of										C	C
Amusement Arcades (See Sec. 9264)								C	C		
Amusement Parks	C							C	C	C	
Animal Shelter										R	R
Antique Shops, Retail								R	R	R	R
Appliance Sales and Repairs (Household and Small Appliances)								R	R	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Days and hours of operation must be established through the Conditional Use Permit.
** Heliports only.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Aquariums	C	C	C	C	C	C	C	C	C	C	C
Asphalt Refining or Asphalt Mixing Plants											C
Assembly Buildings and Uses	C				C			C	C	C	
Athletic Fields	C	C	C	C	C	C	C	C	C	C	C
Auditoriums	C	C	C	C	C	C	C	C	C	C	C
Auto Body Repair									C	R	R
Auto and Motorcycle Repair Garages									C	R	R
Auto Wrecking/Dismantling Yard											C
Automobile Rental Agencies								C	R	R	R
Automobile Sales, New & Used								C	R	R	R
Bakery, Retail							R*	R	R	R	R
Banks								R	R	R	R
Barber, Beauty Shops + Cosmetologists							R	R	R	R	R
Barrels, Storage of											C
Bars/Cocktail Lounges ***								C	C		
Beacons, Direction Devices, Stations	C	C	C	C	C	C	C	C	C	C	C
Bird Raising	C	C	C	C	C					R	R
Blast Furnaces or Coke Ovens											C
Book Stores									R	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* No baking on the premises.
** Wholesaling in conjunction with retail permitted with CUP.
*** Over 25% of gross floor area of the building used by the primary use.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Borrow Pits (Quarries)	C	C	C	C	C					C	C
Bottling Plants										R	R
Bowling Alley								C	C	C	C
Box, Manufacture of										R	R
Brick, Tile, etc., Manufacture of											R
Brushes, Manufacture of										R	R
Building Materials Sales									R	R	R
Building Materials Storage Yards									R	R	R
Burial Casket Sales									R	R	R
Cabinet Shops									R	R	R
Camps	C	C	C	C	C	C	C	C	C		
Candles, Manufacture of										R	R
Candy & Confectionary Stores (with incidental manufacturing)								R	R	R	R
Candy Manufacture									R	R	R
Canvas, Manufacture										R	R
Carpet Cleaning Plant									R	R	R
Car Washes								C	C	C	C
Carnival, Circus or Fair *	C				C						
Casein Production (except glue)										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* See Temporary Use Permits Section 6410.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Catering Service											R
Cellophane Products Manufacture										R	R
Cement, Lime, Gypsum or Plaster of											
Paris Manufacture											C
Cemetery	C	C	C	C	C	C	C	C	C	C	C
Ceramics Manufacture									R	R	R
Charitable Bins & Depositories						C	C	C	C	C	C
Child Care Centers (see Day Nurseries)*	C	C	C	C	C	C	C	C	C	C	C
Children's Homes	C	C	C	C	C	C	C	C	C		
Churches, Temples, etc.	C	C	C	C	C	C	C	C	C		
Cigar Manufacture										R	R
Cigarette Manufacture										R	R
Clocks, Manufacture of										R	R
Clothing Rental								R	R	R	R
Clubs, Private								C	C	C	C
Coffee Roasting										R	R
Coffins, Manufacture of										R	R
Coins, Purchase and Sales								R	R	R	R
Cold Storage Plants										R	R
Columbariums, Crematoria, Mausoleums	C									C	C
Commercial Incinerators										C	C

NOTE: R = Use by Right
C = Conditional Use Permit
* By right if under 13 children in "R" zones.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Communications Equipment									R	R	R
Concrete Manufacture											R
Temporary Construction											
Equipment Storage Yard*	R	R	R	R	R	R	R	R	R	R	R
Contractor's Equipment Storage Yard									R	R	R
Convalescent Hospitals						C	C	C	C	C	C
Convents & Monasteries	C	C	C	C	C						
Cork Products										R	R
Corrugated Paper Products (Manufacture)										R	R
Cosmetic Manufacture									R	R	R
Costume Design Studios								C	R	R	R
Costume Rentals								R	R	R	R
Courts, Badminton, Tennis, etc.	C	C	C	C	C	C	C	C	C	C	C
Cutlery Manufacture										R	R
Dairy Stores, Drive-In**							R	R	R	R	R
Dairy Stores							R	R	R	R	R
Dairy Products, Manufacture										R	R
Dance Halls								C	C	C	C
Dance Pavilion, Outdoor									C	C	
Dance Studios								C	R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* If not on same lot as construction project to which it relates, requires CUP in R zones.
Also permitted on abutting lots during construction and for 30 days thereafter in C and
M zones.

** Requires a CUP if building is within 100 feet of a lot line classified as any "R" zone.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Delicatessen							R	R	R	R	R
Dental Clinic								C	R	R	R
Distillation of Bones											C
Distribution Plants										R	R
Drive-In Restaurants **								R	R	R	R
Drive-In Theaters								C	C	C	C
Drive-In Establishments **							R	R	R	R	R
Drop Forge Industry											C
Drugs, Manufacture & Wholesale										R	R
Drug Stores							R	R	R	R	R
Dry Cleaning Plant									R	R	R
Dry Cleaning and Laundering, Retail & Self-Service							***				
							R	R	R	R	R
Dry Goods Manufacture										R	R
Dwellings, Caretaker									****		
									R	R	R
Dwellings	R	R	R	R	R			(1)	(1)		
Dumps											C

Educational Institutions	C	C	C	C	C	C	C	C	C	C	C

R = Use by Right

C = Conditional Use Permit

* With no restaurant seating.

** Conditional Use Permit required if building is located within 100 feet of a lot line of any lot classified in any of the "R" zones.

*** No plant.

**** See specific zones for more detail (Section 9241.2B2).

***** No pre-schools, primary, junior and high schools.

(1) See Section 9240.2 B7.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Egg Candling										R	R
Electrical Distribution Substations	C	C	C	C	C	C	C	C	C	C	C
Electronic Instruments									R	R	R
Electronic or Neon Sign Manufacture										R	R
Employment Agencies								R	R	R	R
Enamel Products, painted and baked										R	R
Engines, Manufacture										R	R
Engraving, Machine Metal										R	R
Equestrian Establishments	C	C	C	C	C						
Equipment Rentals/Sales								R	R	R	R
Escort Bureaus								R	R	R	R
Explosives, Manufacture & Storage											C
Fabrication of article from previously prepared materials									***	R	R
Family Care Services for 7 or more persons(Convalesceng Mental Patients)	C	C	C	C	C						
Fertilizer, Manufacture of											C
Fat Rendering											C
Feather Products, Manufacture of										R	R
Feed & Fuel Yards										R	R
Feed & Grain Sales									R	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Including microwave facilities not to exceed 35 ft. in height.
** Excluding medical, industrial and agricultural equipment.
*** Materials include bone, canvas, cloth, felt, fur, glass, leather (except machine belting)
paper, plastic, shell, textiles, wire, and yarn.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 8410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Finance Companies and Institutions								R	R	R	R
Fiber Products										R	R
Fire Prevention											
Equipment Sales & Service									R	R	R
Fish Hatcheries									R	R	R
Fishing & Casting Ponds	C								C	C	C
Fixtures											
Gas & Electric, Manufacture of										R	R
Floor Covering, Retail								R	R	R	R
Florist Shops								R	R	R	R
Flour Mills										R	R
Food, Prepared, Sale of									R	R	R
Food Products,*											
Manufacturing and Processing of										R	R
Fortunetelling										C	C
Frozen Food Lockers									R	R	R
Fruit and Vegetable Canning										R	R
Fleet Services (service vehicles, limosines)									R	R	R
Furniture, Manufacture of										R	R
Furniture Stores								R	R	R	R
Furniture, Transfer & Storage									R	R	R
Fur Products, Manufacture of										R	R
Furrier Shops								R	R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* Excluding manufacturing and processing of pickles, vinegar, lard and sausage.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Garbage, etc., Reduction											C	
Garden Supplies								R	R	R	R	
Garment Manufacturing (see fabrication)										R	R	
Gas, Manufacture & Storage											R	
Gas Engines, Retail Sales & Service								R*	R	R	R	
Glass & Mirrors, Retail								**				
Glass, Production of								R	R	R	R	
Glass Studios									R	R	R	
Gloves, Manufacturing										R	R	
Golf Course, Driving Range, and Club House	C	C	C	C	C	C	C	C	C	C	C	
Guest Houses/Accessory Buildings	C	C	C	C	C							
Gunsmith & Gun Shops								R	R	R	R	
Gymnasiums								C	R	R	R	
Gypsum, Manufacture of											R	
Hair Products, Manufacture of										R	R	
Hardware Stores								R	R	R	R	
Hatcheries, Chicken										R	R	
Hat Cleaning & Blocking									R	R	R	
Health Food Stores								R	R	R	R	
Heating Equipment, Manufacture of										R	R	

NOTE: R = Use by Right
C = Conditional Use Permit
* Three (3) horsepower or less.
** Excluding auto glass and mirrors.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Hobby Supply Shops								R	R	R	R
Home Appliance Repair Shops									R	R	R
Home and Business Maintenance Service									R	R	R
Homes for Senior Citizens and Handicapped				C	C	C	C	C			
Horn Products, Manufacture of										R	R
Horses, Boarding and Raising	C										
Hospitals								C	C	C	
Hospitals, Convalescent and Nursing						C	C	C	C		
Hospitals, Mental								C	C	C	
Hotels***								R	R	R	R
Ice and Cold Storage Plants										R	R
Ice Cream Manufacturing									R	R	R
Ice Cream Parlors								R	R	R	R
Ice Sales (Not Plants)								R	R	R	R
Ink Manufacturing										R	R
Interior Decorating Shops								R	R	R	R
Iron, Steel, Etc., Fabrication											R
Iron Works (Not Foundry)										R	R
Iron, Etc., Foundry											C

NOTE: R = Use by Right
C = Conditional Use Permit
* Accessory outdoor equipment storage must be screened.
** Including rest homes.
*** See Section 9237.3H.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Jewelry, Manufacture of									R	R	R
Junk Dealer (Junkyard, Also Auto or Truck Dismantler)											C
Kenel *									R	R	R
Knitting Mills										R	R
Laboratories (Medical or Dental)								C	R	R	R
Laboratory, Biochemical, Film, Etc.									R	R	R
Labor Hall									C	C	C
Land Reclamation Projects	C	C	C	C	C	C	C	C	C	C	C
Lapidary Shops, Retail								R	R	R	R
Laundromats							R	R	R	R	R
Lawnmowers, Retail & Service								R	R	R	R
Liquor Stores								C	C	C	C
Lithographic Service								C	R	R	R
Locksmith								R	R	R	R
Lumber Yards**									R	R	R
Machinery Storage										R	R
Machinery and Tools, Retail									R	R	R
Machine Shops										R	R
Mail Order House									R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* Within an enclosed building.

** No planing mills allowed in C-M zone. Burning operations permitted only in M-1 and M-2, subject to a CUP.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Manufacturer's Agent or Representative								R	R	R	R
Manufacturing, Assembly, Etc.									*	R	R
Markets (Food)							R	R	R	R	R
Markets, Wholesale and Jobbers									R	R	R
Massage Parlors, (See Part VI, B)								C	C	C	C
Mattress Manufacture										R	R
Medical Clinics								C	R	R	R
Medical Equipment (Sales)									R	R	R
Medicines, Manufacture of										R	R
Menageries	C	C	C	C	C	C	C	C	C	C	C
Metals, Manufacture, Etc.									**	R	R
Metal Plating										C	C
Microwave Towers	C	C	C	C	C	C	C	C	C	C	C
Mills, Planing, etc.										R	R
Mobile Home Parks				C	C						
Mobile/Manufactured Homes (Dwellings)***		R	R	R	R						
Mobile Homes, Sales and Rental									R	R	R
Mobile Homes (Offices)						C	C	C	C	C	C

NOTE: R = Use by Right

C = Conditional Use Permit

* See fabricating.

** Precious or semi-precious metals only.

*** See Section 9232.2A.3.

**** Temporary Use Permit permitted if use is for 90 days or less. Conditional Use Permits are subject to conditions of approval which include, but are not limited to, a specified expiration date and physical improvements needed to address public improvements, maintenance and aesthetics.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Mortuaries and Funeral Parlors								C	R	R	R	
Motel/Hotel*								R	R	R	R	
Motion Picture Studios (Outdoor Sets Prohibited)									R	R	R	
Motorcycle Sales								C	R	R	R	
Motors, Electric, Manufacture of										R	R	
Musical Instruments, Manufacture of										R	R	
Music Schools & Studios								C	R	R	R	
Music Stores								R	R	R	R	
Natural Mineral Resources**						C	C	C	C	C	C	
Newspaper Distribution										R	R	
Newspaper Printers								C	R	R	R	
Novelties, Manufacture of										R	R	
Nurseries								(1)	R	R	R	
Nursery Growing Grounds	C	C	C	C	C				R	R	R	
Observatories	C	C	C	C	C					C	C	
Off-Premise Signs ***										R	R	
Offices (Business and Professional)						R	R	R	R	R	R	
Office Equipment and Supplies												
Retail Sales and Rental								R	R	R	R	

NOTE: R = Use by Right
C = Conditional Use Permit
* See Section 9237.3H.
** Except petroleum production.
*** See Section 9262 et seq.
(1) Retail sales only

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Oil and Gas Production*	R	R	R	R	R	R	R	R	R	R	R
Oil Cloth or Linoleum Manufacturing											R
Oil Extraction Plants											C
Optical Manufacturing									R	R	R
Orthopedic Devices (Sales)								R	R	R	R
Outdoor Storage Areas										R	R
Packaging Business									R	R	R
Paint Mixing **										R	R
Paint, Oil,											***
Shellac, Etc. Manufacture of											R
Paper Products (Cutting, Embossing and Folding)								C	R	R	R
Paper Pulp, Manufacture of											C
Parcel Delivery Stations										R	R
Parking, Off Street	C	C	C	C	C	C	C	R	R	R	R
Pawnshop										R	R
Perfume, Manufacture of										R	R
Pest Control Operators									R	R	R
Pet Shops/Grooming								R	R	R	R
Petroleum Refining											C
Petroleum Storage											R

NOTE: R = Use by Right

C = Conditional Use Permit

* See Section 9248 et.seq. and 9253 et.seq.

** No boiling or tank farms. Above-surface storage limited to 200 gallons.

*** Conditional Use Permit required if boiling process used.

**** See Section 9230.3A(4).

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Photograph Records, Manufacture of										R	R
Photocopying Shops								R	R	R	R
Photoengraving and Finishing									R	R	R
Photofinishing, Retail								R	R	R	R
Photography Studios								R	R	R	R
Physical Fitness Parlors								C	R	R	R
Plaster of Paris, Manufacture of											C
Plastic, Fabrication and Molding										C	R
Plumbing Shops and Supply Yards									R	R	R
Plumbing Supplies, Retail								R	R	R	R
Pool and Billiard Halls								C	C	C	C
Postal Service								R	R	R	R
Pottery, Manufacture of										R	R
Pottery Stores									R*	R	R
Prefabricated Buildings Manufacture										R	R
Press Forges (Upset and Drop)											C
Printers								C	R	R	R
Public Utilities Business Office						R	R	R	R	R	R
Public Utilities (Operated by Mutual Agencies)	C	C	C	C	C	C	C	C	C	C	C
Public Utilities Service Yards										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* No kilns or manufacturing.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 5410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Race Tracks and Rodeos	C							C		C	C
Radio and Television											
Broadcasting Studios									R	R	R
Radio and Television Stores								R	R	R	R
Radio & TV Transmitters and Receivers (Commercial)	C	C	C	C	C	C	C	C	C	C	C
Recording Studios									R	R	R
Recreational Facilities & Playgrounds	C	C	C	C	C	C	C	C	C	C	C
Recycling Centers*										R	R
Recycling Collection Facility*								R	R	R	R
Recycling Plant*											C
Recycling Station*											C
Reducing Salons								C	R	R	R
Restaurants								R	R	R	R
Retail Stores								R	R	R	R
Rock Crushing or Distribution											C
Roofing and Roofing Tile Manufacture										R	R
Rope Manufacture										R	R
Rubber Fabrication										R	R
Rubber Manufacture/Reclamation											C
Rug, Manufacture of										R	R
Sash & Door Manufacture										R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* Section 9263.2A.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Scales, Public									R	R	R	
Schools (Commercial) and Studios								C	R	R	R	
Scientific Instruments, etc.									R	R	R	
Manufacture									R	R	R	
Scientific Instruments, Small									R	R	R	
Sales & Repair								R	R	R	R	
Second Hand Stores									R	R	R	
Self Storage									C	C	C	
Service Stations *								C	C	C	C	
Sewage Disposal Plants											C	
Sheet Metal Shop										R	R	
Shoe Repair Shops								R	R	R	R	
Shoe Shine Stands								R	R	R	R	
Shoes, Manufacturing										R	R	
Sign Shops									R	R	R	
Silk Screen Shops								R	R	R	R	
Slaughter House											C	
Smelting of Tin, Copper, Etc.											C	
Soap Manufacturing (cold mix only)										R	R	
Soda and Compound Manufacturing											R	
Soft Drinks Manufacturing & Bottling										R	R	
Solid Fill Projects	C	C	C	C	C	C	C	C	C	C	C	
Springs, Manufacturing										R	R	

NOTE: R = Use by Right
C = Conditional Use Permit
* Or any use within a converted or existing service station.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Stained Glass Assembly									R	R	R
Stationary Stores								R	R	R	R
Statuary Manufacturing											R
Steam Electric Generating Stations											R
Stone Monuments and Tombstones										R	R
Stones, Precious Etc., Manufacture									R	R	R
Storage or Baling of Rags, Etc.											C
Storage of Sand, Gravel, etc.											C
Storage of Transit Equipment											C
Storage of Vehicles (capacity under 2 tons)									R	R	R
Store Fixtures, Manufacture										R	R
Stove or Shoe Polish Manufacture											R
Substance Abuse Treatment Center (Residential and Non-Residential)								C	C	C	C
Swimming Pool Equipment Sales								R	R	R	R
Tailor Shops, Retail								R	R	R	R
Take Out Food Stores* (No eating on premises)							R	R	R	R	R
Tank Farms											C
Tanneries											C
Taxidermists										R	R
Telephone Answering Service						R	R	R	R	R	R
Telephone Repeater Station						C	C	C	C	R	R

NOTE: R = Use by Right
C = Conditional Use Permit
* See "Drive-In Establishments".

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Temporary Storage Fills *	R	R	R	R	R	R	R	R	R	R	R
Terminals and Stations (Taxi, Bus, Limousine, Etc.)									C	C	C
Testing Labs (Medical, Biochemical, Film)									R	R	R
Textiles, Manufacturing										R	R
Theaters								C	C	C	C
Tile Manufacturing										R	R
Tile Sales								R	R	R	R
Tire Sales and Service									C	R	R
Tire Rebuilding										R	R
Toiletries, Manufacture of									**	R	R
Tools, Manufacture of										R	R
Toys, Manufacture of										R	R
Trading Stamp Redemption Stores								R	R	R	R
Trailers, Sales									R	R	R
Transfer, Moving and Storage (prohibited in all zones 11/22/89)										-R-	-R-
Transmitters, Radio & Television (Commercial)						C	C	C	C	C	C
Truck Repairing***										R	R
Truck Sales and Rentals								****			
Truck, Trailer Rental (Less than 2 tons)								C	R	R	R

NOTE: R = Use by Right

C = Conditional Use Permit

* Requires a grading permit. If over 6 months, also requires a CUP.

** Excluding soap manufacture.

*** Applies to trucks with a carrying capacity of 2 tons or more.

**** Including service and limited to 2 ton.

INDEX OF PRIMARY USES
(Temporary Use Permits Required - Refer to
Section 6410 MMC for temporary uses)

CITY OF MONTEBELLO

USE	ZONE											
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2	
Truck-Terminals-(Draying-or-Freight)	(prohibited in all zones 11/22/89)											
Truck-Transportation-Yard	(prohibited in all zones 11/22/89)											
Truck Storage, Washing and Cleaning*											C	
Type Printers, Manufacture of										R	R	
Typewriters, Sales and Repair								R	R	R	R	
Upholstery Shop								**				
								R	R	R	R	
Vending Machines, Sales & Service									R	R	R	
Venetian Blinds, Manufacture of										R	R	
Veterinarian								R	R	R	R	
Vitamin Tablets, Manufacture of										R	R	
Warehouses									R	R	R	
Water Reservoirs	C	C	C	C	C				C	C	C	
Wedding Chapels						C	C	C	C			
Welding Equipment and Supplies									R	R	R	
Welding Shops										R	R	
Wholesale Business									R	R	R	
Wine Storage										R	R	
Wineries											C	
Wire Fabrication									R	R	R	
Wood Products Manufacturing										R	R	

NOTE: R = Use by Right

C = Conditional Use Permit

* Applies to trucks with a carrying capacity of 2 tons or more.

** Excluding automobile upholstery.

CITY OF MONTEBELLO

NOTE: R = Use by Right
C = Conditional Use Permit

ORDINANCE NO. 2307

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING TITLE 17 (ZONING) OF THE MONTEBELLO MUNICIPAL CODE TO ESTABLISH AN OVERLAY DISTRICT PERMITTING CERTAIN HEAVY TRUCKING USES IN THE BROWNFIELD AREA SUBJECT TO A SUNSET DATE

Case No: Code Amendment 1-07

Applicant: City Initiated

Location: South of the Atchison Topeka and Santa Fe railroad tracks near Maynard Road, west of the Rio Hondo Percolation Basin (Bluff Road), north of Slauson Avenue, and east from the railroad spur just to the west of Chapin Road.

WHEREAS, in 1989, the City Council of the City of Montebello (the "Council") passed Ordinance No. 2001 amending the Industrial Development Standards of Title 17 of the Montebello Municipal Code (the "Code") to prohibit heavy trucking uses (such as Truck Terminals, Truck Transportation Yards and Truck Storage) in all zones in the City of Montebello (the "City"); and

WHEREAS, the heavy trucking uses in existence at the time Ordinance No. 2001 was passed were allowed to continue operating as non-conforming uses, subject to a 20-year abatement period which is due to expire on November 22, 2009; and

WHEREAS, an area encompassing approximately 55 acres in the M-2 (Heavy-Manufacturing) district of the City, formerly used as a landfill and classified as a Brownfield area, is currently undergoing a Phase II Environmental Assessment study to determine the extent and nature of underground contamination existing therein; and

WHEREAS, City staff had identified the 55 acre Brownfield area as a potentially suitable site for heavy trucking uses that are subject to the abatement period and similar types of business to occupy on an interim basis, provided such uses engage in minimal physical development; and

WHEREAS, the Council proposes to establish an Overlay District in the Brownfield area, (the "Brownfield Overlay District"), to allow certain heavy trucking uses that are subject to the abatement period and similar types of businesses to operate as permitted uses on a temporary basis in the Brownfield area, until such time that the City completes the environmental studies, performance of mitigation or remediation measures (if necessary) and adoption of a Specific Plan for the Brownfield area; and

WHEREAS, the Council finds that the establishment of provisions governing the property development standards in the Brownfield Overlay District are necessary in order to:

- A. Allow certain heavy trucking uses that were previously deleted from the Zoning Code, but have been deemed appropriate in the proposed Brownfield Overlay District at this time; and
- B. Promote the better utilization of land, by permitting uses that require only minimal physical improvements while more in-depth environmental studies are conducted to determine the extent of the remediation necessary for the Brownfield area; and
- C. Cluster heavy trucking uses that would not require substantial development, but only minor physical improvements that would visually improve the Brownfield area; and

- D. Provide time for the City to address all facets of any surface and subsurface problems in the study area and to formulate a Specific Plan for the establishment of appropriate uses in the Brownfield area; and

WHEREAS, the Montebello Planning Commission (the "Commission") conducted a duly noticed public hearing on May 15, 2007, which was continued to June 5, 2007, and then to June 19, 2007 concerning this Ordinance, the Initial Study of Environmental Impacts and the Negative Declaration; and

WHEREAS, the Commission determined that the adoption of the proposed Ordinance will not have a significant impact on the environment as evidenced in the Initial Study of Environmental Impacts, and recommended that the Council adopt and certify the Negative Declaration as adequate; and

WHEREAS, the Commission recommended that the Council adopt the proposed Ordinance after further determining that the proposed Ordinance: (1) was consistent with the regulations of the Montebello Municipal Code; (2) was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the orderly development of land uses throughout the City as stipulated by Goal No.1 in the Land Use element of the General Plan as well as the South Montebello Redevelopment Project Area; (3) provided effective guidelines and requirements for the establishment and adoption of the Brownfield Overlay District and the proposed uses to be permitted therein; and (4) further protected the general peace, health, safety, and welfare of the community; and

WHEREAS, the Council conducted a public hearing to consider the proposed Ordinance establishing the Brownfield Overlay District, the Initial Study of Environmental Impacts and the Negative Declaration prepared and posted pursuant to the California Environmental Quality Act.

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

SECTION 1: That the findings in the foregoing recitals are hereby adopted as part of this Ordinance.

SECTION 2: Based on the entire record before the Council and all written and oral evidence presented, the Council finds that the proposed Ordinance complies with CEQA and hereby adopts the Negative Declaration for the following reasons:

- A. The Initial Study and Negative Declaration were prepared and posted for the proposed Code Amendment containing a complete and accurate reporting of the environmental impacts associated with the proposed code amendment. The documents have been completed in compliance with the City adopted CEQA and the State CEQA Guidelines.
- B. The Initial Study and Negative Declaration prepared for the proposed Code amendment reflect the independent judgment of the City Council.
- C. As the decision making body for the proposed Code Amendment, the City Council reviewed and considered the information contained in the Initial Study, Negative Declaration, and administrative record prior to approving the proposed Code Amendment.
- D. All environmental impacts of the proposed Code Amendment are insignificant. There is no substantial evidence in the record supporting a fair argument that the proposed Code Amendment will result in significant impacts.
- E. The proposed Code Amendment will not result in any changes to the following resources: (1) riparian land, rivers, streams, watercourses and wetlands; (2) native and non-native plant life and the soil required to sustain habitat for fish and wildlife; (3) rare and unique plant life and

ecological communities dependant on plant life; (4) listed threatened and endangered plants and animals and the habitat in which they are believed to reside; (5) all species listed as protected or identified for special management in the Fish and Game Code, the Public Resources Code, the Water Code or regulations adopted thereunder; (6) all marine and terrestrial species subject to the jurisdiction of the Department of Fish and Game and the ecological communities in which they reside; and (7) all air and water resources, the degradation of which will individually or cumulatively result in a loss of biological diversity among the plants and animals residing in that air and water."

SECTION 3. That a new Chapter 17.49 is hereby added to Title 17 (Zoning) of the Montebello Municipal Code which Chapter shall read as follows:

**Chapter 17.49
BROWNFIELD OVERLAY DISTRICT**

17.49.010 Brownfield Overlay District Established and Defined.

17.49.020 Purpose.

17.49.030 Definitions.

17.49.040 Permitted Uses.

17.49.050 Prohibited Uses.

17.49.060 Property Development Standards.

17.49.070 Sunset Date.

17.49.080 Abatement/Amortization Period.

17.49.010 Brownfield Overlay District Established and Defined.

A. The City of Montebello hereby establishes a Brownfield Overlay District in the approximately 55-acre Brownfield Area that was previously used as a landfill in an effort to allow and cluster certain heavy trucking uses that were deleted from the Zoning Code on November 22, 1989. Subsequent to the adoption of Ordinance No. 2001 amending the Industrial Development Standards, no new heavy trucking uses were permitted in any zones of the City, and a 20-year abatement period was established for the previously existing nonconforming uses.

B. The Brownfield Overlay District shall be located south of the Atchison Topeka and Santa Fe railroad tracks near Maynard Road, west of the Rio Hondo Percolation Basin (Bluff Road), north of Slauson Avenue, and east from the railroad spur just to the west of Chapin Road. The specific boundaries of the Brownfield Overlay District are identified on Exhibit "A," which is attached to and is made part of this Ordinance. An approved Brownfield Overlay District will be designated on the official zoning map with a "BF" designation.

17.49.020 Purpose.

The establishment of the Brownfield Overlay District is a short-term solution that will:

- A. Allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards that were previously deleted from the Zoning Code, to temporarily exist in the Brownfield Area at this time;
- B. Promote the better utilization of land with minimal improvements while more in-depth environmental studies are conducted to determine the extent of the mitigation necessary for the Brownfield Area;
- C. Cluster certain heavy trucking uses that would not require substantial development, but only minor physical improvements that would visually improve the Brownfield Area; and

- D. Provide time for the City to complete its Phase II Environmental study and address all facets of the potential surface and subsurface problems in the Brownfield Area, and to formulate a Specific Plan for the ultimate establishment of appropriate uses therein.

17.49.030 Definitions.

In addition to the definitions contained in Chapter 17.08 of this Code, the following words and phrases shall, for the purposes hereof, be designated as follows, unless it is clearly apparent from the context that another meaning is intended:

“Brownfield Area” means the real property consisting of approximately 55 acres identified on the attached Exhibit A, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

“Truck Terminal, Draying or Freight” means a facility that specializes in the transfer of freight. The terminal is not the point or the final destination of the freight.

“Truck Transportation Yard” means a location where the trucks that are operating at a truck terminal are stored when not in use. May also be the location where trucks are stored (overnight) and then dispatched to their destination(s).

“Truck Transfer, Moving and Storage” means a facility that may be similar to a recreational vehicle storage lot, but is intended for the storage of trucks and truck trailers overnight or for longer periods of time.

17.49.040 Permitted Uses.

A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the Zoning Code and Appendix A, Index of Primary uses shall be permitted in the Brownfield Overlay District, including the uses below, except as otherwise specified in this Chapter.

1. Truck Terminals, Draying or Freight
2. Truck Transportation Yards
3. Truck Transfer, Moving and Storage

B. The Director of Planning & Economic Development may deem additional uses to be permitted based on a finding that the use is similar in nature and operation to the permitted uses listed in this subsection.

17.49.050 Prohibited Uses.

A. All uses and accessory uses of the underlying zone listed in Chapter 17.36 of the Zoning Code and Appendix A, Index of Primary uses, specifically prohibited for the M-2 Heavy Manufacturing zoning district, shall be prohibited in the Brownfield Overlay District except as otherwise specified in this Chapter.

B. The Director of Planning & Economic Development may deem additional uses to be prohibited based on a finding that the use is similar in nature, and operation to the prohibited uses listed in Subsection 17.49.050 A.

17.49.060 Property Development Standards.

In addition to the requirements of the underlying zone, the following requirements shall apply to all new uses allowed in the Brownfield Overlay District:

A. General Requirements.

1. Except as otherwise set forth in this Chapter, the development characteristics such as lot area, coverage, yards/setbacks, building

heights, landscaping and parking shall be the standards of the underlying zoning designation (M-2, Heavy Manufacturing).

2. All signage, including banners, shall be in conformance with Chapter 17.62 of the Montebello Municipal Code.
3. All uses shall comply with the provisions of Chapter 17.32 of this Code, except as specifically stated otherwise in this Chapter.
4. All modifications to structures and uses proposed within shall comply with all applicable building, stormwater and Fire Codes and City ordinances.
5. All properties shall be maintained in a neat and orderly condition and operated in a manner so as not to be detrimental to adjacent properties and occupants.

B. Special Requirements.

1. All properties shall be screened from view from the public right-of-way to the satisfaction of the Director of Planning & Economic Development.
2. Truck loading doors and facilities shall not front directly on a public street unless said truck loading doors and facilities are completely screened from public view by decorative masonry walls or appropriate landscape screening.
3. Truck loading doors and facilities shall be designed and located in a manner that prohibits trucks from backing in from or onto the public right-of-way.
4. No damaged or wrecked trucks or other vehicles shall be stored for purposes other than repair. Any truck or other vehicles awaiting repair for more than 30 days shall be removed from the location or stored in an enclosed area.
5. Building facades, including accessory structures such as block walls, shall be painted and repaired where needed by the business and/or property owner.
6. A view-obscuring wall may be substituted with a maximum of eight (8) foot high chain link fence with metal or vinyl slats.
7. There shall be no outdoor display or storage of truck parts and supply goods for sale.
8. No inoperable vehicles shall be stored within the public right-of-way.
9. All outdoor utilities or machinery located outside the exterior walls, including roof-mounted equipment, shall be completely screened from public view, subject to the review and approval of the Planning Division.

17.49.070 Sunset Date.

A. The Brownfield Overlay District is established on an interim basis only. The provisions of this Chapter 17.49 of the Code establishing the Brownfield Overlay District and permitting the uses specified in Section 17.49.040 to exist in the Brownfield Area shall only be in effect through November 22, 2019, (the "Sunset Date") and shall automatically be repealed as of that date unless one of the following occurs before the Sunset Date:

1. An ordinance enacted after the effective date of this ordinance extends or repeals Sunset Date; or

2. The City Council of the City of Montebello adopts a Specific Plan or other zoning ordinance, which allows the heavy trucking uses permitted by this Chapter to continue or remain beyond the Sunset Date.

B. If neither 1 nor 2 occurs prior to the Sunset Date, all Truck Transfer, Moving and Storage, Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and any such similar uses as may have been established pursuant to the provisions of this Chapter 17.49) shall become nonconforming uses, subject to the abatement/amortization period set forth in the following Section 17.49.080.

17.49.080 Abatement/Amortization Period.

Except as specifically set forth otherwise in this Section, the provisions of Chapter 17.54 of this Code governing nonconforming uses shall apply to all Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and any such similar uses as may have been established pursuant to the provisions of this Chapter 17.49) as of the Sunset Date.

- A. All Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and such similar uses as may have been established pursuant to the provisions of this Chapter 17.49) which have become nonconforming as of the Sunset Date (November 22, 2019), shall be permitted to continue such uses for a period not to exceed three (3) years following the Sunset Date.
- B. Following the Sunset Date, the Director of Planning & Economic Development shall cause official notification to be sent via certified mail to the legal property owner of record as it appears in the County tax roll, stating the nonconforming status of such Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight; Truck Transportation Yard or such similar business use on the property, as well as the start date of the abatement/amortization period. If the operator of such Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight; Truck Transportation Yard or such similar business use is different from that of the legal property owner, additional notification shall be sent to the business operator by certified mail. Failure to issue such a notice shall not prejudice the City's rights to subsequently issue a written order of abatement pursuant to Chapter 17.54 of this Code or to subsequently require compliance with the then-applicable laws of the City.
- C. On November 22, 2022, the conclusion of the three (3) year abatement/amortization period set forth in this Section 17.49.080, all nonconforming Truck Transfer, Moving and Storage; Truck Terminal, Draying or Freight and Truck Transportation Yard uses in the Brownfield Overlay District (and any such similar uses as may have been established therein pursuant to the provisions of this Chapter 17.49) shall cease operation.

SECTION 4. Appendix A (Index of Primary Uses) to Title 17 (Zoning) of the Montebello Municipal Code is hereby amended to read as follows:

USE	ZONE										
	(R = Use by right; C = Conditional Use Permit)										
	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Transfer, Moving & Storage ⁵⁶											R ⁵⁶
Truck Terminals, Draying or Freight ⁵⁷											R ⁵⁷
Truck Transportation Yard ⁵⁸											R ⁵⁸

SECTION 5. The following footnote numbers 56, 57 and 58 are hereby added to the "Footnotes for Appendix A" (Index of Primary Uses) to read as follows:

56. Transfer, Moving & Storage prohibited in all zones effective 11/22/89; twenty (20) year abatement period expires on 11/22/09. **Exception:** As of September 22, 2007, Truck Transfer, Moving & Storage is a permitted use by right only in the Brownfield Overlay District; subject to a November 22, 2019 Sunset Date and a three (3) year abatement/amortization period. See Chapter 17.49.

57. Truck Terminals, Draying or Freight prohibited in all zones effective 11/22/89; twenty (20) year abatement period expires on 11/22/09. **Exception:** As of September 22, 2007, Truck Terminals, Draying or Freight are permitted uses by right only in the Brownfield Overlay District, subject to a November 22, 2019 Sunset Date and a three (3) year abatement/amortization period. See Chapter 17.49.

58. Truck Transportation Yards prohibited in all zones effective 11/22/89; twenty (20) year abatement period expires on 11/22/09. **Exception:** As of September 22, 2007, Truck Transportation Yards are permitted uses by right only in the Brownfield Overlay District; subject to a November 22, 2019 Sunset Date and a three (3) year abatement/amortization period. See Chapter 17.49.

SECTION 6. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

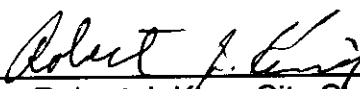
SECTION 7. This Ordinance shall take effect thirty (30) days after its final passage by the City Council.

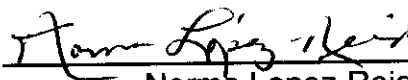
SECTION 8. The City Clerk of the City of Montebello is hereby directed to certify the passage and adoption of this Ordinance and to cause it to be published or posted as required by law.

First read at a regular meeting of the City Council held on the 8th day of August, 2007 and adopted and ordered published at a regular meeting of said Council held on the 22nd day of August, 2007.



ATTEST:


Robert J. King, City Clerk


Norma Lopez-Reid, Mayor

APPROVED AS TO FORM:


J. Arnoldo Beltran, City Attorney

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

I, Robert J. King, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No.2307 was introduced, on August 8, 2007 was passed and duly adopted by the City Council of the City of Montebello at their regular meeting of August 22, 2007, and carried by the following vote:

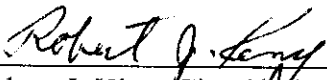
AYES: Members: Vasquez, Molinari, Bagwell, Siccama, Lopez-Reid

NOES: Members: None

ABSTAIN: Members: None

ABSENT: Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 22nd day of August 2007.



Robert J. King, City Clerk

CA-1-07
Brownfield Area Map

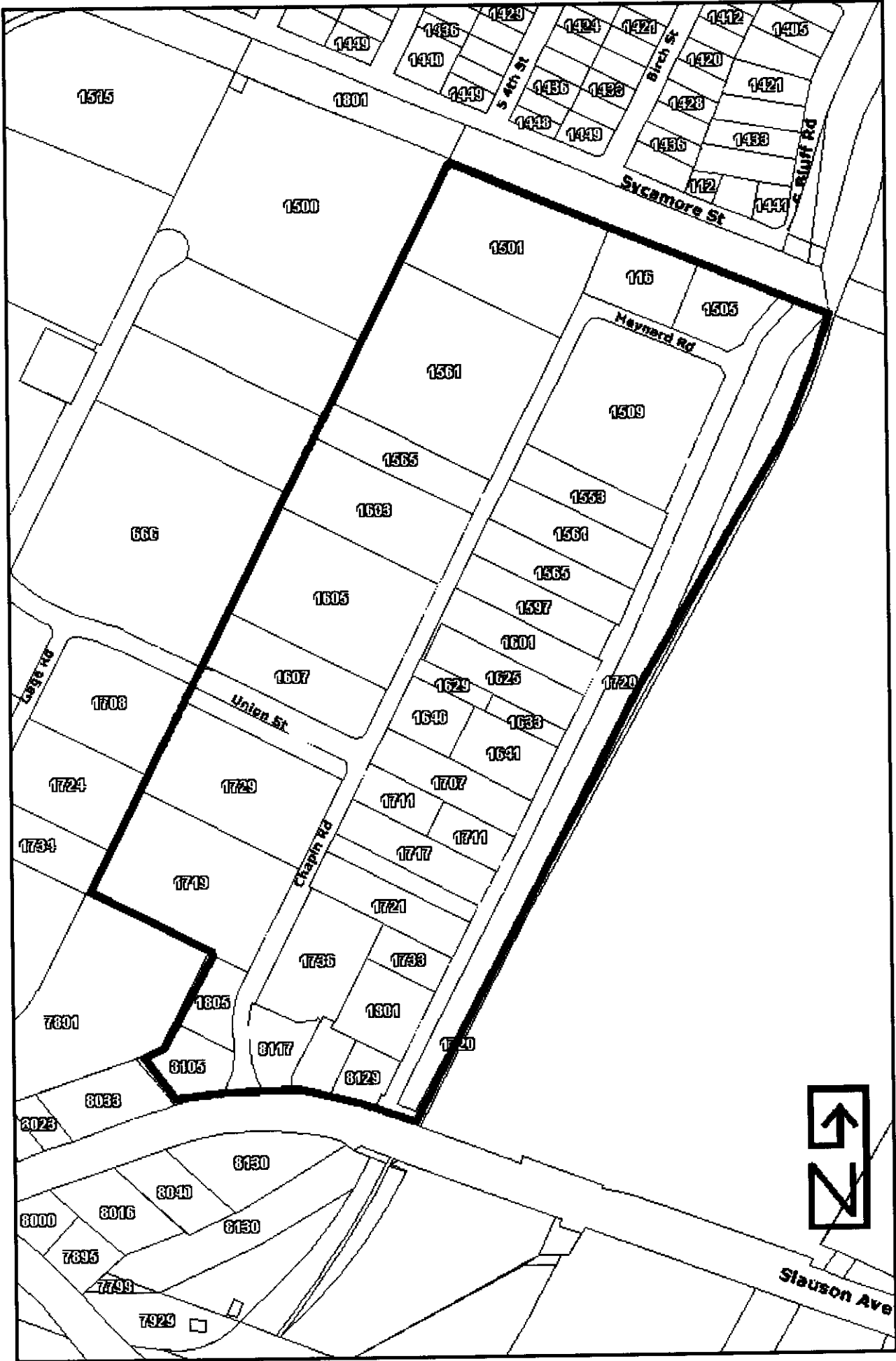


EXHIBIT "A"

ORDINANCE NO. 2342

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE (MMC) TO (1) PERMIT CERTAIN HEAVY TRUCKING USES IN THE M-1 AND M-2 ZONING DISTRICTS, (2) ADD CHAPTER 17.37 ESTABLISHING APPLICABLE OPERATIONAL STANDARDS FOR THESE USES, AND (3) PROVIDE THOSE HEAVY TRUCKING USES FOUND TO BE SUBJECT TO ABATEMENT AT THE TIME OF ADOPTION OF THIS ORDINANCE WITH AN ABATEMENT EXEMPTION CONTINGENT UPON COMPLIANCE WITH MANDATORY PROPERTY IMPROVEMENTS AND OPERATING STANDARDS

Case No: Code Amendment 1-11
Applicant: City Initiated
Location: Citywide in the M-1 and M-2 Zoning Districts

WHEREAS, on September 23, 1989, the City Council of the City of Montebello (the "City Council") approved Code Amendment No. 3-89 (Ordinance No. 2001), amending portions of Article IX of the Montebello Municipal Code ("MMC"), currently Title 17 (Zoning) of the MMC, relating to industrial development standards, including definitions, parking lot regulations relating to those standards and amending the Index of Primary Uses, and

WHEREAS, the 1989 Zoning Code amendment to the Index of Primary Uses prohibited the establishment of new Heavy Trucking Uses, such as truck terminals, truck transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City; and

WHEREAS, on November 22, 1989, Code Amendment 3-89 became effective and as result all existing Heavy Trucking Uses without a Conditional Use Permit ("CUP") at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement pursuant to the provisions of Chapter 17.54 of the MMC, and

WHEREAS, the abatement period ended on November 22, 2009 and the aforementioned Heavy Trucking Uses became subject to abatement at that time, and

WHEREAS, the City Council in 2006 and 2009 held study sessions on the imminent ending of the amortization period and the ensuing potential abatement of specific Heavy Trucking Uses and the City Council expressed its concerns about both the ongoing negative impacts created by the continued operation of these uses and the impacts that the enforcement of the abatement of these uses could create on the City's economy; and

WHEREAS, on October 14, 2009 the City Council, after consideration of Planning staff's findings on the identified 30 Heavy Trucking Uses subject to abatement, approved a temporary stay of enforcement of the pending abatement and subsequently directed staff to conduct neighborhood meetings with the affected business, property owners and residents to discuss the implications of the pending abatement and to gather information from these parties to assist the City Council in its decision concerning the abatement; and

WHEREAS, Planning staff, after having duly notified all affected parties, conducted three neighborhood meetings to obtain their input on the pending abatement; and

WHEREAS, Planning staff, upon completion of the neighborhood meetings analyzed and evaluated the record of this case, the input from the City Attorney, the findings from field observations, and the input received from the businesses, property owners, and residents affected by the pending abatement, held two public study sessions with the Planning Commission on December 21, 2010, and January 18, 2011, and

WHEREAS, the Planning Commission, after considering staff's input and public comments, recommends that the City Council consider allowing the affected uses to be exempt from the abatement action contingent upon meeting certain mandatory property improvements and operating standards; and

WHEREAS, in order to exempt the affected uses from abatement, these uses had to be reestablished in the M-1 and M-2 zoning districts, the Planning Commission further determined to recommend to the City Council to consider allowing Heavy Trucking Uses either by right or with a CUP; and

WHEREAS, on February 9, 2011, at a study session, the City Council, after consideration of Planning staff's input, Planning Commission's recommendations and public input, determined that all of the affected uses be exempt from the pending abatement contingent upon their compliance within a reasonable timeframe with certain mandatory regulations and requirements; and

WHEREAS, on the same date, the City Council further determined to allow the establishment and operation of Heavy Trucking Uses by right subject to compliance with specific property improvements and operating standards and directed Planning staff to promptly initiate the required amendment to the MMC to implement said determinations, and

WHEREAS, on May, 3, 2011, the Planning Commission conducted a duly noticed public hearing on the proposed Code Amendment 1-11, contained herein, at which time the Planning Commission considered all oral and written testimony and determined to recommend that the City Council adopt the Negative Declaration and approve the proposed Code Amendment after further determining that the proposed Code Amendment: (1) was consistent with the regulations of the Montebello Municipal Code, (2) was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the health, safety, and welfare of residents, guests, and visitors to the City of Montebello, and (3) provided effective requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of the existing ones; and

WHEREAS, on June 8, 2011, the City Council conducted a duly noticed public hearing and considered staff's input, the Planning Commission's recommendations, and public comments on the proposed Code Amendment.

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

SECTION 1. The City Council finds and determines the foregoing recitals to be true and correct and hereby makes them part of this Ordinance

SECTION 2. CEQA Finding. Based on the entire record before the City Council, and all written and oral evidence presented, including the Planning Commission's recommendation, the City Council finds that the proposed Ordinance complies with the California Environmental Quality Act (CEQA), and hereby acknowledges the Environmental Initial Study prepared by staff, and adopts the Negative Declaration.

SECTION 3. CHAPTER 17.08, DEFINITIONS, IS HEREBY AMENDED TO ADD THE FOLLOWING SECTIONS:

17 08.132. Catering Truck Service Yard (Heavy Trucking). "Catering Truck Service Yard" means a facility that allows for the overnight storage of catering/lunch trucks, ice cream trucks, or similar type of vehicles, and may include a commissary, wash racks, and maintenance facilities.

17.08.776. Truck Washing and Cleaning (Heavy Trucking). “Truck Washing and Cleaning” means a facility where trucks, truck trailers, recreational vehicles, and other similar vehicles can be taken to be washed. All vehicles washed leave the facility shortly afterwards, and are not stored at the facility overnight.

17.08.777. Truck/RV Storage Yard (Heavy Trucking). “Truck Storage Yard” means a facility intended for the storage of trucks, truck trailers, recreational vehicles, and other similar vehicles from different owners for storage overnight, or longer periods of time. Independent truck drivers and recreational vehicle owners are able to store their vehicle at such a facility. Accessory washing facilities are permitted for vehicles stored at the facility.

17.08.778. Truck Terminals, Draying, or Freight (Heavy Trucking). “Truck Terminals, Draying, or Freight” means a storage and distribution facility that specializes in the transfer of freight, but excludes trucking accessory to another business. Typically, a truckload of goods will arrive at the truck terminal, empty the load of goods onto the loading dock area/cross dock, and the goods will be redistributed to other trucks where the goods will be shipped out to other destinations within a short period of time. The terminal is not the point of origin or the final destination of the freight. It includes transportation establishments furnishing services incidental to air, motor freight, and rail transportation including:

- A. Freight forwarding services
- B. Freight terminal facilities
- C. Joint terminal and service facilities
- D. Packing, crating, inspection and weighing services
- E. Postal service bulk mailing distribution centers
- F. Transportation arrangement services
- G. Trucking facilities, including moving, transfer and storage

17.08.779. Truck Transportation Yard (Heavy Trucking). “Truck Transportation Yard” means a location where trucks that are operating a truck terminal are stored when not in use, and may include maintenance facilities. It may also be the location where a fleet of trucks are stored (overnight) and dispatched to other facilities for construction services, maintenance services, or the loading and distribution of freight. Such uses include but are not limited to solid waste hauling operations, street sweeping services, and the like.

SECTION 4. CHAPTER 17.34 IS HEREBY AMENDED AS FOLLOWS:

17.34.020. Permitted Uses. Uses permitted in the light manufacturing (M-1) zone generally include all uses in the C-M zone as well as light manufacturing and automotive-related uses. Industrial and equipment services are also permitted.

SECTION 5. CHAPTER 17.36 IS HEREBY AMENDED AS FOLLOWS:

17.36.020. Permitted Uses. The uses permitted in the heavy manufacturing (M-2) zone generally include all uses permitted in the M-1 zone as well as the heavier manufacturing uses.

SECTION 6. CHAPTER 17.37 IS HEREBY ADDED TO THE MONTEBELLO MUNICIPAL CODE TO READ AS FOLLOWS:

Chapter 17.37

HEAVY TRUCKING USES

Sections:

- 17.37.010 Purpose.**
- 17.37.020 Definitions.**
- 17.37.030 New Heavy Trucking Uses.**
- 17.37.040 Existing Heavy Trucking Uses.**

17.37.010 Purpose.

The purpose of these regulations is to permit the establishment and operation of new Heavy Trucking Uses subject to applicable operational standards and to provide the existing Heavy Trucking Uses subject to abatement as of November 22, 2009, with an abatement exemption contingent upon compliance with mandatory improvements and operating standards to adequately regulate these uses and ensure that their operations are consistent and compatible with the areas in which they are established

17.37.020 Definitions. Refer to Chapter 17 08 of this Code.

17.37.030 New Heavy Trucking Uses.

A. Site improvements and operating standards.

All new Heavy Trucking Uses, as defined in Chapter 17 08 of this Code, that are established after the effective date of this Ordinance shall comply with all applicable requirements of this Code and the zoning district in which the use is located in addition to the distance requirement of Section 17.37 030.B

B Distance requirements.

1 *500 feet separation required.* A new Heavy Trucking Use, as defined in Chapter 17 08 of this Code, shall not be established on any parcel or lot located within 500 feet of any residential zone or other sensitive land use. A sensitive land use shall include (i) a public or private kindergarten, elementary, middle, junior high or high school; (ii) a licensed child-care facility or preschool other than a small or large family day care facility; (iii) playground, (iv) youth center; (v) recreational facility; (vi) park; or (vii) library

2. *How to measure operation.* The distance between any parcel or lot used for Heavy Trucking Uses and the residential zone or sensitive land uses detailed above shall be measured in a straight line, without regard to intervening structures, from the closest property line of the parcel or lot used for Heavy Trucking Uses to the closest property line of the residentially zoned property, or sensitive land use

17.37.040 Existing Heavy Trucking Uses.

All existing Heavy Trucking Uses at the time this Ordinance becomes effective, and without an effective Conditional Use Permit, shall be considered exempt from the abatement action of Code Amendment No 3-89 provided that these uses make an application for exemption and complete the conditions and requirements listed in the Notice To Comply described in Section 17.37 040.B.2 of this Section within 24 months of the effective date of this Ordinance ("Compliance Term"). There shall be no extensions granted to the Compliance Term. Failure to comply with the requirements of this Section by any of the affected parties will result in the enforcement of an abatement order by the City

A. Site Improvements and Operating Standards.

All existing Heavy Trucking Uses, as identified in the paragraph above, shall demonstrate compliance with applicable standards of this Code and the zoning district in which the use is located, including but not limited to those regulating lighting and glare, landscaping, screening, noise, vibration, and hazardous substances. Additionally, the following standards shall apply to all applicable uses:

1 A solid decorative wall of at least 8 feet in height must be constructed along all property lines abutting, or across an alley from, a residentially zoned property (except that in the required front yard setback of a residential use a three-foot decorative wall shall be constructed and additional non view-obscuring wrought iron may be placed on top of the three-foot wall). A wall shall be considered decorative if it incorporates architectural variation on its surface (i.e slumpstone, stuccoed, split-face or similar).

2. A landscaped planter of a minimum of 10 feet wide shall be required along all property lines abutting a residentially zoned property. The planter shall be fully irrigated and subject to the review and approval of a landscape & irrigation plan by the City's Planning Division. The landscape plan shall complement the solid eight-foot wall in providing a visual screen and physical separation from the abutting residentially zoned property and shall discourage plant materials susceptible to vermin such as ivy and vines.

3 A photometric plan shall be submitted for review and approval by the City's Planning Division prior to the issuance of a business license and a Certificate of Occupancy. The photometric plan shall show lighting levels that do not exceed 0.5 footcandles along any property lines abutting a residentially zoned property.

4 All trash areas and storage of trash/utility bins shall be located a minimum of 100 feet from any property line shared with a residentially zoned property.

5 Any areas used for the parking of trucks, trailers, or fleet vehicles shall be located a minimum of 100 feet from any property line shared with a residential zone. Customer or employee parking shall be permitted within the 100-foot buffer.

The Director, at his/her discretion, may grant specific deviations from these standards (or the standards of this Code and the zoning district in which the use is located) for existing heavy trucking uses satisfying the requirements of this Chapter if strict compliance with these conditions and requirements is impeded by existing physical constraints or limitations of the affected sites.

B Exemption Process.

1 Application. All existing Heavy Trucking Uses at the time of this Ordinance, without an effective Conditional Use Permit, as described above, which desire to be exempt from the enforcement of the abatement action, may file a "Request for Exemption" (the "Request") with the Planning Division. The Request shall consist of all of the following items.

a. An "Abatement Exemption" application, which must include the names and signatures of both the business operator(s) and the property owner(s); and

b. A Plot Plan of the entire subject property site showing all existing and proposed buildings and uses, landscaped areas, parking areas, storage areas, lighting, adjacent uses, and any other data as may be required by the Planning Division to adequately review the exemption request.

c. A Filing Fee in the amount equal to a Preliminary Plan Review, as established in the User Fees by Resolution of the Montebello City Council.

2. Review Within 15 working days of the date of filing a complete Abatement Exemption application by the Applicant, Planning staff shall review the Plot Plan, perform the required site inspection, evaluate the findings and issue a "Notice to Comply" listing all pertinent site improvements and operating requirements to be implemented by the Applicant. If site improvements are required, Planning staff shall stipulate a specific timeframe to complete the improvements and shall issue a "Site Improvement Completion" form upon satisfactory completion of all the required operations and improvements.

3. Nonconforming Status. Any existing Heavy Trucking Use issued a Site Improvement Completion Form as a result of this Code amendment shall no longer be considered a nonconforming use, as regulated by Chapter 17 54 of this Code, and as such shall not be subject to the abatement period applicable to nonconforming uses.

B Intensification, Expansion

The intensification, expansion, or substantial alteration of an existing Heavy Trucking Use will not be permitted unless all applicable requirements of this Code and the zone in which the use is located are met in addition to the operation standards of Section 17.37 030(A) for the affected areas of the proposal. The distance requirement in Section 17.37 030 shall not apply to the intensification, expansion, or substantial alteration of a Heavy Trucking Use in existence at the time of the effective date of this Ordinance and qualified for an exemption from the abatement order resulting from Code Amendment 3-89

SECTION 7. APPENDIX A, ENTITLED "INDEX OF PRIMARY USES," OF TITLE 17 IS HEREBY AMENDED AS FOLLOWS:

A. Adding "Catering Truck Service Yard (Heavy Trucking)" with a footnote to the Index of Primary Uses, and

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Catering Truck Service Yard (Heavy Trucking) ⁵⁶										R ⁵⁶	R ⁵⁶

B Adding "Truck Washing & Cleaning (Heavy Trucking)" with a footnote to the Index of Primary Uses; and

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck Washing & Cleaning (Heavy Trucking) ⁵⁶										R ⁵⁶	R ⁵⁶

C Adding "Truck/RV Storage Yard (Heavy Trucking)" with a footnote to the Index of Primary Uses; and

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck/RV Storage Yard ⁵⁶										R ⁵⁶	R ⁵⁶

D Amending "Truck Terminals, Draying or Freight" with a footnote to the Index of Primary Uses.

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck Terminals, Draying or Freight ⁵⁶										R ⁵⁶	R ⁵⁶

E. Amending “Truck Transportation Yard” with a footnote to the Index of Primary Uses.

USE	R-A	R-1	R-2	R-3	R-4	C-R	C-1	C-2	C-M	M-1	M-2
Truck Transportation Yard ⁵⁶										R ⁵⁶	R ⁵⁶

F Deleting existing **Footnotes 56, 57, and 58** of the Footnotes for Appendix A.

G Adding new **Footnote 56** of the Footnotes for Appendix A as follows.

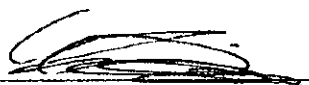
“56 See Chapter 17 37 of this code.”

SECTION 7. SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance or the rules adopted hereby The City Council of the City of Montebello hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

SECTION 8. That the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published in the manner prescribed by law

PASSED, APPROVED AND ADOPTED this 22nd day of June, 2011

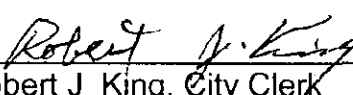




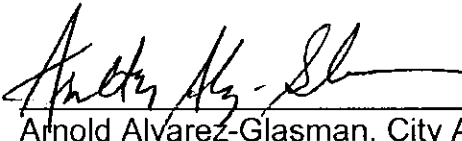
Art Barajas, Mayor

ATTEST:

APPROVED AS TO FORM:



Robert J King, City Clerk



Arnold Alvarez-Glasman, City Attorney

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

I, Robert J King, City Clerk of the City of Montebello, do hereby certify that the foregoing Ordinance No.2342 was introduced, on June 08, 2011 and duly adopted by the City Council of the City of Montebello at their regular meeting of June 22, 2011, and carried by the following vote:

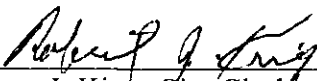
AYES Members: Perez, Molinari, Cortez, Gomez, Barajas

NOES Members: None

ABSTAIN Members: None

ABSENT Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on this 22nd day of June 2011



Robert J King, City Clerk



**CITY OF MONTEBELLO
PLANNING COMMISSION**

RESOLUTION NO. 02-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA RECOMMENDING THE CITY COUNCIL TO ADOPT AN ORDINANCE AMENDING CHAPTER 17.37 "HEAVY TRUCKING USES" AND CHAPTER 17.49 "BROWNFIELD OVERLAY DISTRICT" OF THE MONTEBELLO MUNICIPAL CODE TO CLARIFY, SIMPLIFY AND SPECIFY THE CONDITIONS AND REQUIREMENTS FOR ZONING COMPLIANCE OF HEAVY TRUCKING OPERATORS IN THE CITY OF MONTEBELLO AND IN THE BROWNFIELD OVERLAY DISTRICT AREA SPECIFICALLY AND FINDING THAT THE CODE AMENDMENT IS STATUTORILY EXEMPT UNDER CEQA SECTION 15301 (EXISTING FACILITIES) AND 15061(B)(3) (COMMON SENSE EXEMPTION)

WHEREAS, pursuant to Government Code section 65853, a zoning ordinance or an amendment to a zoning ordinance which imposes any regulations for the use of buildings, structures, and land as between industry, business, residences, and open space shall be adopted in the manner set forth in Sections 65854 to 65857 of the Government Code; and

WHEREAS, section 65854 of the Government Code requires that the planning commission hold a public hearing on the proposed zoning ordinance or amendment to a zoning ordinance; and

WHEREAS, after such hearing, the planning commission shall render its decision in the form of a written recommendation to the legislative body including reasons for the recommendation, the relationship of the proposed ordinance or amendment to applicable general and specific plans, pursuant to Government Code section 65855; and

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission must recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, on September 23, 1989, the City Council of the City of Montebello ("City Council") approved Code Amendment No. 3-89 (Ordinance No. 2001), amending Title 17 (Zoning) Index of Primary Uses of the Montebello Municipal Code ("MMC") prohibiting the establishment of new Heavy Trucking Uses, such as truck terminals, truck

transfer yards, truck storage yards, and catering truck service yards in the M-1 (Light Manufacturing) and M-2 (Heavy Manufacturing) zoning districts in the City of Montebello ("City"); and

WHEREAS, as a result of Ordinance No. 2001, which became effective on November 22, 1989, all existing Heavy Trucking Uses without a Conditional Use Permit at that time became legal non-conforming uses subject to a 20-year amortization period and subsequent abatement; and

WHEREAS, in 2007, the City Council adopted Ordinance No. 2307 establishing the Brownfield Overlay District to permit, for a period of 15 years in a specific area of the City, those heavy trucking uses in the M-2 zone that were prohibited by the 1989 MMC amendment; and

WHEREAS, according to MMC Section 17.49.012(A), the Brownfield Overlay District was created to allow certain heavy trucking uses such as truck terminals, truck transportation yards and truck storage yards in a specific area that were previously deleted from the zoning code upon the effective date of Ordinance No. 2001 on November 22, 1989; and

WHEREAS, Chapter 17.49 set forth a sunset date of November 23, 2019, for heavy trucking uses in the Brownfield Overlay District area requiring abatement of such uses at that time unless a zoning ordinance was adopted which would allow heavy trucking uses to continue or remain beyond the sunset date, resulting in the sunset provision to be automatically repealed and the uses in the Brownfield Overlay District to remain; and

WHEREAS, on June 22, 2011, the City Council adopted Ordinance No. 2342, Code Amendment 1-11, and found that it was consistent with the regulations of the MMC, was consistent with the goals and objectives of the General Plan to be responsive to the needs of the community and promote the health, safety, and welfare of its residents, guests and visitors to the City of Montebello, and provided effective requirements and standards for the establishment and operation of new Heavy Trucking Uses and for the continued operation of the existing ones; and

WHEREAS, Ordinance No. 2342 allowed the establishment and operation of Heavy Trucking Uses by right in the M-2 zone throughout the entire City and therefore triggered the automatic repeal of the sunset provision in the Brownfield Overlay District; and

WHEREAS, on August 15, 2023, the City of Montebello received an award for technical assistance from the Environmental Protection Agency for an Environmental Site Assessment for the former Chapin Landfill/Brownfield Area to study and evaluate any potential impacts of proposed actions on the environment and propose mitigation measures to reduce or eliminate any potential impacts; and

WHEREAS, the Planning and Community Development Department held a community outreach meeting with the Environmental Protection Agency and property or business owners in the Brownfield Overlay District area on January 18, 2024, to understand the next steps associated with the environmental analysis of the area; and

WHEREAS, the City Council of the City of Montebello ("City Council") provided direction to the City Attorney's office to draft an ordinance in collaboration with the Department of Planning and Community Development and the property owners in the Brownfield overlay district area to clarify, simplify, and specify conditions and requirements for the Brownfield overlay district and heavy trucking uses within the City; and

WHEREAS, a duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence 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 finds, declares and resolves 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, having independently heard, considered, and weighed all the evidence in the administrative record, including but not limited to the staff reports, the previous ordinances, and the draft ordinance prepared for the City Council; the Montebello Municipal Code and other applicable City laws finds this record adequate and appropriate evidentiary basis for the findings set forth in this Resolution and is hereby incorporated herein by this reference.

SECTION 3. The Planning Commission of the City of Montebello hereby finds and determines that the public interest, convenience, and necessity call for the adoption of the

Ordinance amending Chapters 17.37 and 17.49 of the Montebello Municipal Code relating to heavy trucking uses and the Brownfield Overlay District (Exhibit "A") and hereby recommends that the City Council of the City of Montebello adopt the Ordinance.

SECTION 4. The Planning Commission hereby finds that the amendments being made to the Brownfield Overlay District conditions, standards and requirements as well as the amendments being made to the conditions, standards and requirements of heavy trucking uses within the M-2 zones of the City are consistent with the objectives and policies of the General Plan in that the General Plan seeks to propose and implement practices which are responsive to the needs of the community. The proposed amendments will provide clarification and simplification of required standards and conditions to be in compliance with City regulations for the heavy trucking companies and properties located within the Brownfield Overlay District and throughout the City that are vital to the economy of the City. These amendments will also facilitate further environmental review of the Brownfield Overlay District area, a place that was once a landfill, and will encourage cooperation with business and property owners together with the City should any mitigation requirements be found after such study. There will be no change in zones or zoning boundaries, all permitted uses in the Brownfield Overlay District and M-2 zones related to heavy trucking are suitable and consistent with the areas within the City. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

SECTION 5. This is considered a "Project" and is categorically exempt under California Environmental Quality Act (CEQA) pursuant to (1) Section 15301 - Class 1, Section 15301 – Existing Facilities and (2) CEQA Guidelines Section 15061(b)(3) – Common Sense Exemption where it can be seen with certainty there is no possibility that the activity in question may have a significant effect on the environment because the proposed action seeks to amend the Montebello Municipal Code to address the inconsistency in the Montebello Municipal Code between the permitted uses within the Brownfield Overlay District and the M-2 Zone and to allow the continuation of the status quo to allow heavy trucking uses, truck transfer, moving and storage, truck terminal, draying or freight, and truck transportation yard uses that have been allowed in the Brownfield Overlay District and M-2 Zone. None of the exceptions to the categorical exemptions found under CEQA Guidelines Section 15300.2 apply.

SECTION 6. The Director of Planning and Community Development shall certify the adoption of this resolution and shall forward a copy of it to the City Council.

PASSED AND ADOPTED this 5th day of March 2024 by the Planning Commission.

Chair Cuevas:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	() AYE () NOE ☒ ABSENT () ABSTAIN
Commissioner Medina:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Morales:	☒ AYE () NOE () ABSENT () ABSTAIN
Commissioner Valdez:	☒ AYE () NOE () ABSENT () ABSTAIN

Victor Cuevas
Victor Cuevas, Chair

ATTEST:


Joseph A. Palombi, Director
Planning & Community Development Department



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Arnold Glasman, City Attorney

**SUBJECT: REVIEW AND DISCUSS CITY COUNCIL AND SUCCESSOR AGENCY
MEETING RULES OF CONDUCT**

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Review and discuss the City Council and Successor Agency meeting rules of conduct;
2. Provide direction to staff and City Attorney's office regarding whether any updates or changes to the current rules of conduct are desired; and
3. Take other action as directed by the City Council.

FISCAL IMPACT:

N/A

BACKGROUND/DISCUSSION:

The City Council has, by prior Resolutions, the last of which were Resolution No. 89-70, 06-22, and 11-89, 19-124, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings. On October 27, 2021, the City Council adopted Ordinance No. 2443 (Attachment "A") amending Chapter 2.14 of the Montebello Municipal Code ("MMC") and restating the rules of order for the conduct of all City Council and Successor Agency meeting, proceedings, business, and rescinding Resolution Nos. 89-70, 06-22, 11-89 and 19-124.

On December 21, 2022, at the request of Councilmember Torres, who was Mayor at the time, the City Council directed the City Attorney to prepare documents to repeal Ordinance No. 2443 relating to rules of conduct of all City Council and Successor Agency

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 3

meeting, proceedings, business. On January 11, 2023, the City Council introduced and conducted the first reading of Ordinance No. 2459 which would repeal the previously adopted Ordinance No. 2443. At its meeting on January 25, 2023, the City Council adopted Ordinance No. 2459 repealing Ordinance No. 2443, and repealing and reserving for future use Chapter 2.14 of the MMC.

On February 22, 2023, the City Council adopted Resolution No. 23-17 (Attachment “B”) establishing rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, and business to supersede Resolution Nos. 89-70, 06-22, 11-89 and 19-124 with the purpose of remaining in effect temporarily until a Study Session to review permanent rules of conduct was conducted and a new Ordinance setting the final rules of conduct was adopted.

On March 13, 2023, the City Council conducted a study session to review and discuss proposed permanent rules of conduct of all City Council and Successor Agency meeting, proceedings, business. The City Council provided feedback on the draft rules at this Study Session, but no further direction given to bring the proposed rules back to the City Council for introduction or adoption. Therefore, Resolution No. 23-17 is still in effect and governs the rules of conduct of all City Council and Successor Agency meeting, proceedings, business at this time.

ENVIRONMENTAL:

N/A

ANALYSIS:

In reviewing Resolution 23-17, the City Attorney's office identified the following topics listed in the most current rules as set forth in Resolution No. 23-17, that are recommended, at a minimum, to be addressed in order to define or redefine the City Council and Successor Agency meeting rules of conduct:

- Section 2 – Closed session and regular meeting starting time;
- Section 3 – Request to include the cancellation of the first meeting in July
- Section 4 – Attendance requirements, specifically whether only Directors/staff who have items on the agenda are required to attend the meeting;
- Section 5 – Teleconferencing, Senate Bill 2449 Emergency and Just Cause provisions to teleconferencing rules should be added;
- Section 6 – Order of Business, to clarify public oral communication at each agenda topic (i.e., Public hearings/Regular business/consent items/council orals);
- Section 7 – Procedure for addressing City Council/Agency:
 - Require that a speaker card must be completed.
 - Include that the Mayor/Chairperson may adjust the time allotted for each speaker.
- Section 9. Standards of Decorum – Revise to include the following language:
 - Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience if the presence of such objects disturbs, disrupts, impedes or otherwise renders the orderly conduct of the

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 3 of 3

Council/Agency meeting infeasible, or block the view of any other person in attendance.

- Section 11. Handbook of Procedural Rules – Revise Resolution to state that the Handbook will be adopted at a future meeting.
- Other topics as brought forth by City Council or Staff.

If the City Council provides direction to update or change the current rules of conduct, the City Attorney's office will draft a Resolution that will set forth the updated and changes rules and repeal the previously adopted Resolution 23-17.

SUMMARY:

It is recommended that the City Council review and discuss the City Council and Successor Agency meeting rules of conduct and provide direction to staff and City Attorney's office regarding whether any updates or changes to the current rules of conduct are desired.

ATTACHMENT(S)

1. Attachment A - Ordinance 2443
2. Attachment B - Resolution No. 23-17 - Rules of Order

NEXT STEPS:

N/A

ORDINANCE NO. 2443

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING AND RESTATING RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, BUSINESS, AND RESCINDING RESOLUTION NO. 89-70, 06-22, 11-89, AND 19-124

RECITALS

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis City Council meetings on the First week of July and the second meetings of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, from time-to-time there is a need to update and restate such rules, whether as a result of subsequent policy decisions and to ensure the orderly conduct of City business; and

WHEREAS, so that there is consistency across the conduct of all City-related business, certain such rules should apply city-wide to the Council/Agency.

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

SECTION 1. The City Council of the City of Montebello does hereby rescind Resolution No.'s 89-70, 06-22, and 11-89 and establish the following rules for the conduct of its meetings, proceedings, and business.

SECTION 2. The City Council of the City of Montebello does hereby rescind Resolution No.19-124, and establishes the following rules for Dark Meetings as stated in Section 4.D "City Council/Agency Meetings".

SECTION 3. Meetings Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

SECTION 4. City Council/Agency Meetings and Agenda Materials.

A. Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City's website and at City Hall no later than 72 hours prior to the meeting. The City Council Closed Session will start at 5:00 p.m. The Agency Chairperson may recess the Agency meeting to take up City Council closed session items. The regular City Council/Successor Agency meeting will start immediately following the discussion of Closed Session items. Closed Session shall not exceed 1.5 hours. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

B. Special Meetings. Special meetings are "Special" because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours' notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City's website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

1. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

C. Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City's website and broadcasted on the City's Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City's/Agency's control.

D. Dark Meetings. The City Council/Agency regular meetings shall go dark four (4) times throughout the year. The regular meetings that will not be held are the first and second meetings of July, and the second meetings of November and December.

ORDINANCE NO. 2443

Page 3 of 17

E. Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City's agenda website. The agenda packets are available for public inspection at the City's website. The agenda cover sheets may also be emailed upon written request.

SECTION 5. Order of Business.

The business of the City Council and Agency at regularly scheduled meetings shall be disposed of in the following order:

City Council & Successor Agency - 5:00 p.m. Closed Session

Call to Order

Roll Call

Announcement of Closed Session Items

Public Comments

Closed Session

City Council & Successor Agency – Regular Session starts no later than 6:00 p.m. following Closed Session

Closed Session Report (If there is no Closed Session, the meeting will start no later than 6:00 p.m.)

Invocation

Pledge of Allegiance

Corrections to the Agenda

Ceremonial Items/Presentations

Public Comments on Non-Agenda and Agenda Items (Limited to 30 minutes and each speaker will have 3 minutes total for all items requested to speak on by each speaker. All other comments which exceed the 30 minutes will be entered into the record and distributed to the City Council.)

Staff Communications on Items of Community Interest

Public Hearing

Old Business

Regular Business

Consent Calendar (Routine Matters)

AB 1234 Travel Reports

Council/Agency Orals

Adjournment

SECTION 6. General Requirements.

A. Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

B. Quorum. Three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than three Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the Council/Agency may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive three (3) affirmative votes for approval (see Section 6.H. "Voting Procedures").

C. Teleconference Attendance of Council/Agency Members at Meetings. The Council/Agency complies with the specific requirements relating to teleconferencing provisions per the Brown Act and shall apply to Council/Agency members. "Teleconference" is defined as a "meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both". Requests by Council/Agency members to attend a meeting via telephonic appearance are actively discouraged. In addition, at least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.
2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
3. The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.
4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.
5. The teleconference location must not require an admission fee or any payment for attendance.

ORDINANCE NO. 2443

Page 5 of 17

6. All votes must be by roll call.
7. If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

D. Approved Teleconference Guidelines for Council/Agency Members Include:

1. Three days written notice in advance of the publication of the agenda must be given by the Council/Agency member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council/Agency packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.
2. The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.
3. The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.
4. The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

E. Closed Sessions. Closed sessions are the only type of agenda item that the public cannot observe, however, public comment is permitted prior to the City Council recessing into closed session. State law allows closed sessions to discuss pending litigation, employment matters, real estate negotiations, and certain other matters as authorized by the Brown Act. To the greatest extent possible, the City Attorney and City Clerk shall use standardized agenda descriptions that are consistent with Government Code Section 54954.5. Closed sessions will be scheduled at the beginning of Council/Agency meetings to the extent possible and appropriate.

1. State law requires the Council/Agency to make a public report after a closed session when certain kinds of actions are taken.

ORDINANCE NO. 2443

Page 6 of 17

2. The City Manager and City Attorney, and/or their designees, shall attend closed sessions unless it is necessary to excuse them. Only such additional staff shall attend as are necessary and then only if the legal privileges of confidentiality obtained in an executive session are not waived.
3. No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with state law.
4. No person in attendance at a closed session may disclose the substance or effect (e.g., statements, discussions, etc.) of any matter discussed during the session; all matters are strictly confidential.
5. No person in attendance at a closed session may disclose or share any documents/materials used during the session, printed or digital materials. Documents/materials may include, but are not limited to: reports; memos/letters; any information related to employee matters or litigations.
6. Council/Agency may be asked to return all written materials distributed during closed session.
7. Any breach of releasing confidential information by any Council/Agency member may result in revoking or suspending the member's right to receive further confidential information or other remedies as authorized by law.

F. Ceremonial Items/Presentation: Items presented during this item are limited to: community and Council/Agency presentations, proclamations, certificates of recognition, awards, and guest introductions. "Ceremonial Items/Presentations" shall be limited to 20 minutes. All presentations and exhibits are encouraged to be submitted in advance.

Nationally Recognized Health and Heritage months will also be acknowledged during this item. The list of approved nationally recognized health and heritage months are hereby attached as "Exhibit A".

Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations or events residing in, or occurring within the greater Montebello City area. Proclamations are ceremonial and do not carry any legislative or legal value. The Mayor/Chairperson, without formal action of the Council/Agency, may issue proclamations (requests must be made on an annual basis). A Proclamation/Certificate Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson for all Proclamation requests at least two weeks in advance. This allows the Public Affairs office to process based on eligibility requirements. Proclamations must also be formally accepted by a recipient of the non-profit organization. The primary reasons for issuance include:

1. Recognition of an organization's event or special action.

ORDINANCE NO. 2443

Page 7 of 17

2. Recognition of a national or state non-profit event that coincides with a local event.
3. Significant historical commemorations.
4. Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

1. Events or organization with no direct relationship to the City of Montebello.
2. Campaigns or events contrary to city policies.
3. The request is for commercial/for-profit purposes.
4. The request conflicts with federally recognized months, weeks or days of observance.

Certificate of Recognition (COR) are issued to recognize special events, significant achievements, organizations, businesses, or individuals residing and/or located within the Montebello City area. The Mayor/Chairperson, Council/Agency members, City Staff, may issue Certificates of Recognition. A Proclamation/Certificate Request Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson or Council/Agency member for all COR requests at least two weeks in advance. The primary reasons for issuance include:

1. Retirement – the person must have been employed with their current employer for 25 years or more.
2. Birthday – the person must be at least 80 years of age.
3. Wedding, church, or pastoral anniversary – 25 years or more.
4. Significant education/life achievement.
5. Exemplary service or significant contributions by an organization, business, or individual to the City.
6. New business openings only at the request of the City of Montebello Chamber's Office.
7. Approved Nationally Recognized Health & Heritage months.

Additional Details:

1. City Clerk staff shall distribute proclamations/certificates of recognition in between each presentation, at the end of the presentations, or can be picked up the next business day.
2. The Council/Agency will be available for pictures.

G. Preparation of Minutes. City Clerk staff shall prepare "Action Minutes" of all public meetings of the City Council/Successor Agency. Action Minutes include very little narrative, if any, only motions and votes shown in the record. Staff shall prepare Summary Minutes for Public Hearing items.

H. Voting Procedures. On the consideration of every motion, the vote shall be taken by consensus vote ("all those in favor signify by saying 'aye' those opposed say

ORDINANCE NO. 2443

Page 8 of 17

'no', any abstentions.) or roll call or electronic device and entered in full upon the record. A simple majority vote of those in attendance, unless a full majority of the entire body is otherwise required by law (i.e. ordinances or resolutions), is needed to pass a motion as per Rosenberg's Rules (e.g., in a five-member body, if the vote is three in favor and two opposed, the motion passes). As per Rosenberg's Rules or as required by law, a super majority (two-thirds majority) vote is needed when applicable.

Every non-urgency Ordinance and any Resolution or order for franchises or payments of money shall require three (3) affirmative votes. An urgency Ordinance and certain resolutions shall require four (4) affirmative votes (e.g., adding matters to the agenda, Resolution of Necessity). A roll call vote shall be used in these cases with the Mayor/Chairperson called last.

Unless a Council/Agency member audibly votes in the affirmative, disqualifies himself or herself, or expressly declines to vote, his or her silence or any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council/Agency.

Council/Agency members may change their votes before the next item on the agenda is called or before adjournment of the meeting in which the vote is cast. It is the responsibility of every Council/Agency member to vote unless disqualified for cause accepted by the Council/Agency or by opinion of the City Attorney. No Council/Agency member can be compelled to vote.

Council/Agency members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the prior meeting before the current meeting.

A Council/Agency Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest and/or conflict of interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council/Agency Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety. A Council/Agency member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais. A Council/Agency member stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion (e.g., in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated). Before a motion is made on the next item on the agenda, any member of the Council/Agency may make a motion to continue the matter to another date. Any continuance hereunder shall suspend the running or calculation of any time in which action of the Council/Agency is required by law. Nothing herein shall be construed to prevent any Council/Agency member from agendaizing a matter that resulted in a tie vote for a subsequent meeting.

I. One-Hour Rule. Respect the “One Hour” Rule for Staff Work. Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response and/or will cost \$1,000 or more, will need to be approved in advance by the full Council/Agency to ensure that staff resources are allocated in accordance with overall Council/Agency priorities. Once notified that a request for information or staff support would require more than one hour and/or will cost \$1,000 or more, the Council/Agency member may request that the City Manager place the request on an upcoming Council/Agency agenda.

J. Confidentiality. No Council/Agency member or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include any information/materials declared as confidential by City Attorney and/or City Staff.

K. Use of Electronic Communication Devices on the Dais. The Council’s use of *personal* electronic communication devices, including but not limited to cell phones, smartphones, computers/laptops, and tablets are prohibited during a City Council meeting. The use of these devices may lead to the public’s perception that a Councilmember is not paying attention to the subject matter at hand, or that a Councilmember is receiving information relative to the subject matter at hand that other Councilmembers and members of the public are not receiving, either one of which is inimical to good government and transparency. Therefore, the Council’s use of electronic communication devices (including cell phones), other than for the purpose of accessing agenda materials that are on a Councilmember’s City I-pad or lap top computer, is prohibited during Council meetings.

SECTION 7. Public Comments.

Every City Council and Agency Agenda shall contain Public Comments on Non-Agenda Items and Agenda Items in substantially the following form:

A. Non-Agenda Items. Public comment for matters *not* on the agenda (non-agenda items) shall be limited to matters within the subject matter jurisdiction of the body (at regular meetings only). Anyone wishing to address the City Council/Successor Agency on an item *not* listed on the Agenda may do so during the “Public Comments on Non-Agenda Items and Agenda Items” period.

B. Agenda Items. Public comment on matters *on* the agenda will be allowed only for items of business to be discussed by the body. Those wishing to address the City Council/ Agency on an item listed on the agenda may do so during the “Public Comments on Non-Agenda Items and Agenda Items” period. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member.

C. Speaker Cards. Members of the public that are interested in making public comments on both Non-Agenda and Agenda Items, must complete a Speaker Card and submit it to City Clerk staff prior to the beginning of the meeting of 5:00 p.m. for live meetings, or in accordance with Assembly Bill 361 for video/audio meetings. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. The public will be called upon during the Council/Agency meeting – Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m., following Closed Session. If there is no Closed Session, the meeting will start at 5:00 p.m. Members of the public must be present until the item for consideration is heard. Any requests to provide public comment which are submitted after the deadlines indicated above will not be addressed at the Council/Agency meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

D. Written Comments. Members of the public that are interested in submitting written comments may do so via electronic mail at: ccpubliccomment@cityofmontebello.com. Written comments will be provided to members of the City Council and will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council. Persons submitting written comments are encouraged to identify the specific item(s) on the agenda their comment(s) relate to or whether they relate to non-agendized matters. Written comments may not be read aloud and will be included as part of the meeting minutes, or in accordance with Assembly Bill 361 for video/audio meetings.

E. Time Limits. “Public Comments” is limited to 30-minutes. State Law prohibits the Council/Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on both Non-Agenda and Agenda Items shall not exceed three (3) minutes per person. The Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may reduce, limit or extend time for public comment as he/she may find reasonable under the circumstances. Speakers may not cede their time to other speakers.

SECTION 8. Procedure for the Conduct of City Council/Agency Meetings.

A. Role of Mayor/Chairperson. The Mayor/Chairperson shall be the Presiding Officer at all meetings of the Council/Agency, and be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor/Chairperson to ensure that the rules of operation and decorum contained herein are observed. The Mayor/Chairperson shall maintain control of communication between Council/Agency members and among staff and public.

B. Communication with Council/Agency Members. Council/Agency members shall request the floor from the Mayor/Chairperson before speaking. When one member of the Council/Agency has the floor and is speaking, other Council/Agency members shall not interrupt or otherwise disturb the speaker.

C. Communication with Members of the Public Addressing the Council/Agency. The Mayor/Chairperson shall open the floor for public comment/inquiries as appropriate. Council/Agency members may question a person addressing the Council/Agency at the conclusion of the person's comments or upon expiration of the person's time to speak. However, the Council/Agency should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Manager or staff for a brief response, further review and/ or further action, if appropriate. Alternatively, the Council/Agency may request the issue be agendaized for discussion at a future Council/Agency meeting.

D. Members of the Audience. No member of the audience shall willfully interrupt the orderly conduct at the meeting. All comments from the audience during Public Comments must be addressed to Mayor/Chairperson. The presiding officer shall direct the removal of any individual whose willful interruption or who fails to adhere to the Council meeting rules and who renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the president officer may order the meeting room cleared and continue in session. Media representatives shall be allowed to remain at the meeting except those representatives of whose willful conduct interrupted the meeting.

E. Rules of Procedure. In all matters not otherwise provided for herein the proceedings for the body shall be governed under "Rosenberg's Rules of Order", the most current edition.

SECTION 9. Procedure for Addressing the City Council/Agency.

A. Specific Speaker Requirements. When a speaker is called, the speaker shall promptly approach the audience microphone and give his/her name in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location. Members of the public shall direct all comments to the Mayor/Chairperson, and not to staff, individual members of the body, or the public. No questions shall be asked a Council or Agency or staff member except through the presiding officer. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are at the microphone during a meeting. Courtesy must be shown to others at all times.

The public does not need to be given an opportunity to speak on an item that has already been considered by a legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.

There shall be only one (1) opportunity for each individual for public comment on the entire consent calendar. There shall be only one (1) opportunity for each individual for

public comment on multiple items of business on the agenda. There shall be only one (1) opportunity for public comment on items that are taken up for consideration together. This excludes Public Hearings.

Any person making personal, impertinent or slanderous remarks about members of the body, staff, or the public, or who shall become boisterous or threatening or personally abusive of the body, staff or members of the public shall be asked by the Mayor/Chairperson to cease and desist such activity, and may be requested or required to leave the meeting in the event the behavior continues to disrupt the meeting proceedings (see Section 11. "Standards of Decorum").

B. Spokesperson for a Group. In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons are subject to the same limits as other speakers.

C. Technology. Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, City consultants, applicants for a quasi-judicial approval, and appellant's quasi-judicial approval.

D. Recording. Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

E. Public Hearings. Speakers wishing to address the Council/Agency on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Council/Agency on a public hearing item shall be heard after the public hearing is opened by the presiding officer, following the Staff report presentation.

1. Call for Ex Parte Contacts. The presiding officer shall inquire whether any member of the Council/Agency has had ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. Any member of the Council/Agency announcing an ex parte contact shall state for the record the nature and content of the contact. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.
2. Call for Abstentions. The presiding officer shall inquire whether any member of the Council/Agency must abstain from participating in the hearing due to a conflict of interest. Any member of the Council/Agency announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official

action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.

3. Time Limits. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:
 - a. Staff Presentation (15 minutes maximum)
 - b. Applicant or affected party (7 minutes maximum)
 - c. Those in support of Appellant's position (3 minutes per person, not to exceed 30 minutes)
 - d. Those in opposition to Appellant's position or other interested persons (3 minutes per person, not to exceed 30 minutes)
 - e. Questions of Council/Agency members (No time limit)
 - f. Rebuttal by applicant or affected party. The scope of rebuttal is limited to matters which were introduced during the hearing (5 minutes maximum)
 - g. The presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Council/Agency. Extensions of time shall be granted in one (1) minute increments.
4. Limitations. The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the Council/Agency, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions prior to the commencement of the testimony.
5. Deliberations. At the end of public testimony and questions, the Council/Agency shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the Council/Agency shall have the opportunity to comment on or discuss testimony given during the public hearing.
6. Public Documents. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally

disseminated to the public, and must be disclosed if a public records request is submitted for the documents.

SECTION 10. Council/Agency Orals and Action Items.

A. The purpose of Council/Agency Orals is to allow Council/Agency to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

B. All City Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

C. Each Council/Agency Orals will generally be limited to a total of 10 minutes in length.

D. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.

E. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda. Any requests to be considered and/or major policy issues to be approved must have a Simple Majority roll call vote of the Council/Agency. To the extent possible, Council/Agency will confer with staff before raising matters under this agenda item. Any request for a Council action item shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.

F. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda. Council/Agency members should endeavor to complete their presentations in three (3) minutes or less. Council/Agency members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Council/Agency member shall be provided an opportunity to ask questions and comment on the request.

G. An item may be placed on a future agenda of the City Council/Agency by any of the following methods:

1. By the Mayor/Chairperson, City Manager, City Attorney, or City Clerk.

2. By a Simple Majority roll call vote of the Council/Agency (see Section 6.H. "Voting Procedures")

All agenda items shall be placed on the agenda, and all agendas shall be prepared pursuant to the requirement of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

SECTION 11. Standards of Decorum.

A. The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is redundant or repetitious. Debates between Council/Agency members and the public should be discouraged.

C. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/Agency or who otherwise disrupts the orderly conduct of the Council's/Agency's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session.

E. The Chief of Police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove and/or place any person who violates the order and decorum of the meeting under arrest, if necessary.

SECTION 12. Council/Agency Meeting Length.

A. It is the intent of the Council/Agency that no item will be introduced or addressed on a Council/Agency agenda after the hour of 11:00 p.m. Furthermore, it is the

Council's/Agency's intent that if the item introduced and being discussed by 11:00 p.m. is not concluded by 12:00 a.m., the Council/Agency should adjourn the meeting to another date. The intent and purpose of this policy is to encourage a reasonable hour in which the Council/Agency business is discussed and to protect against fatigue in discussing and deciding important City issues.

SECTION 13. Council/Agency and City Staff Conduct.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City Staff, which analyze problems and issues, make recommendations, and implement and administer the Council's/Agency's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

A. It is important for the Staff to demonstrate respect for the Council/Agency, and vice versa, at all times. All Council/Agency members should be treated equally.

B. Council/Agency and Staff should treat one another as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Practice civility and decorum in all interactions with Council/Agency and City staff.

C. Never publicly criticize an individual employee, including Council/Agency appointed officers. All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation.

D. Council/Agency members shall deal with the administrative service solely through the City Manager, and neither the Council/Agency nor any member thereof shall give orders to any of the subordinates of the City Manager, either publicly or privately. Council/Agency members shall recognize and follow the appropriate chain of command for the entire City organization and each City Department.

E. Request for information by any Council/Agency member shall be provided to all members of the Council/Agency.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 15. Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

APPROVED AND ADOPTED this 13th day of October 2021.

Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 13th day of October 2021 and was adopted by the City Council of the City of Montebello at its meeting held on the 27th day of October 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Nationally Recognized Health and Heritage Months
- Exhibit B – Proclamation/Certificate Request Form

EXHIBIT A

NATIONALLY RECOGNIZED HEALTH AND HERITAGE MONTHS

March is:

- COVID-19 Memorial Month

April Is:

- National Child Abuse Prevention
- National Volunteer Month (Ties into City programming)
- Autism Awareness Month
- Armenian History Month

May Is:

- Asian Pacific Heritage Month
- National Pet Month
- Mental Health Month
- Motorcycle Safety Awareness Month

June Is:

- Lesbian/Gay/Bisexual/Transgender/Queer (LGBTQ) Pride Month
- Juneteenth – Freedom Day
- Post-Traumatic Stress Disorder (PTSD) Awareness Month
- National Scleroderma Awareness Month

July Is:

- July is Parks and Recreation Month
- Juvenile Arthritis Awareness Month

August Is:

- National Wellness Month

September Is:

- National Hispanic Heritage Month (Sept 15- Oct 15)
- National Preparedness Month

October Is:

- Breast Cancer Awareness Month
- Bullying Prevention Month
- Domestic Violence Awareness Month
- Down Syndrome Awareness Month

November Is:

- November – Events to raise awareness for men's health issues (like prostate cancer and depression)
- Alzheimer Disease Awareness Month

December Is:

- Human Rights Month



City of Montebello Proclamation/ Certificate Request Form

Proclamations/ Certificates are provided by the Mayor and City Council with the goal of honoring and celebrating events of increasing awareness of noteworthy issues among citizens across Montebello. These public service documents are strictly honorary and are not legally binding. Proclamation/ Certificate requests are reviewed on a case-by-case basis. The City reserves the right to decline any request as well as the right to make exceptions to the guidelines. To submit an application for a proclamation, please review the guidelines below and submit a completed Proclamation/ Certificate Request Form to the City Clerk's Office at least two (2) weeks in advance.

Proclamations

- Recognition of an organization's event or special action.
- Recognition of a national or state non-profit event that coincides with a local event.
- Significant historical commemorations.
- Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

- Proclamations are not automatically renewed. Requests must be made on an annual basis.
- Proclamations for campaigns or events contrary to City policies will not be issued.
- Events or organization with no direct relationship to the City of Montebello.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks or days of observance.

Certificates of Recognition

- Retirement – the person must have been employed with their current employer 25 years or more.
- Birthday – the person must be at least 80 years of age.
- Wedding, church, or pastoral anniversary – 25 years or more.
- Significant education/ life achievements.
- Exemplary service or significant contributions by an organization, business, or individuals to the City.
- New business openings only at the request of the City of Montebello Chamber's Office.
- Approved Nationally Recognized Health & Heritage months.

Examples:

Recognition Type	Proclamation	Certificate of Recognition
Athletic/ Academic Accomplishments <i>(Must be Montebello Resident)</i>		X
Acts of Heroism <i>(Must be Montebello Resident)</i>		X
In Memory of an Individual		X
Regional Events <i>(Local, State, or National)</i>	X	
Guests from Other <i>(Countries or States)</i>		X
Recognition of Corporate Support <i>(Local)</i>		X
Extrodinary or significant contribution to City by individual or group	X	
Recognition of Anniversaries of Business and Churches		X
National Health and Heritage Months		X



City of Montebello Proclamation/ Certificate Request Form

CONTACT PERSON INFORMATION

Name of Contact Person _____
Street Address _____
City _____ State _____ Zip _____
Phone Number _____ Cell Phone _____
Email _____

PROCLAMATION/ CERTIFICATE INFORMATION

Which one are you requesting? ☐ Proclamation ☐ Certificate
Name of Individual Group
or Organization _____
Name or Title of Event _____
Proclamation Date _____ Choose One: ☐ Day ☐ Week ☐ Month
To be presented at the following event/ council meeting? _____
How will you get the Proclamation/ Certificate?
☐ Will pick up at City Clerk's Office. ☐ Please mail to above address.

What do you want your Proclamation/ Certificate to say? A proclamation must have enough information to make four points.

RESOLUTION NO. 23-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ESTABLISHING RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS AND BUSINESS

RECITALS

WHEREAS, section 54954(a) of the Government Code requires a legislative body of a local agency to provide by ordinance, resolution, bylaws, or other form the conduct of business by the legislative body; and

WHEREAS, the City Council of the City of Montebello ("City") has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis the City Council meeting in the First week of July and the second meeting of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, on October 27, 2021, the City Council adopted Ordinance No. 2443 amending and restating the rules of order for the conduct of all City Council and Successor Agency meeting, proceedings, business, and rescinding Resolution Nos. 89-70, 06-22, 11-89 and 19-124; and

WHEREAS, on January 25, 2023, the City Council repealed Ordinance No. 2443 and as a result repealed Chapter 2.14 "City Council/Agency Meeting Rules of Order" of the Montebello Municipal Code, causing the previously rescinded Resolution Nos. 89-70, 06-22, 11-89 and 19-124 to become reinstated, except as provided herein; and

WHEREAS, from time-to time there is a need to update and restate such rules, whether as a result of subsequent policy decisions and to ensure the orderly conduct of city business; and

WHEREAS, the City has received a letter expressing certain legal concerns regarding the alleged curtailing of free speech rights protected by the First Amendment in Ordinance No. 2443 and threatened legal action; and

RESOLUTION NO. 23-17

Page 2 of 12

WHEREAS, the City Council desires to amend and restate the rules of order to facilitate effective and efficient meeting management, greater transparency, and meaningful public participation; and

WHEREAS, the City Council wishes to establish new rules of order for the conduct of City Council and Successor Agency Meetings by the adopted of this Resolution (“Rules of Conduct”).

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

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

SECTION 2. RULES OF ORDER. The temporary rules of order for the conduct of City Council and Successor Agency Meetings shall be established as the following:

CITY COUNCIL/AGENCY MEETING RULES OF ORDER

Section 1. Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code section 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

Section 2. Time and Place of Council/Agency Meetings.

Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California 90640, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City’s website and at City Hall no later than 72 hours prior to the meeting, however, it is currently the policy of the City of Montebello to post the agenda five (5) business days prior to the meeting.

Closed Session. The City Council Closed Session will start at 6:00 p.m. The Mayor/Chairperson may recess the City Council/Agency meeting to discuss closed session items. Closed Session shall not exceed 1 hour. If at the end of the one-hour Closed Session items remain for discussion, Council may recess closed session to

RESOLUTION NO. 23-17

Page 3 of 12

consider regular business and reconvene closed session at the end of the regular business portion of the meeting. If there is no Closed Session, the regular meeting will start at 6:00 p.m.

Special Meetings. Special meetings are “Special” because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours’ notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City’s website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency will make every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

Study Sessions. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

Holidays. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City’s agenda website. The agenda packets are available for public inspection at the City’s website. The agenda cover sheets may also be emailed upon written request.

Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City’s website and broadcasted on the City’s Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City’s/Agency’s control, in which case the meeting will be audio recorded.

Section 3. Cancelled Meetings.

RESOLUTION NO. 23-17

Page 4 of 12

The City Council/Agency regular meetings may, by resolution, be cancelled during the regularly scheduled second meetings of November and December, or any other meetings the council deems appropriate.

Section 4. General Requirements.

Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

Quorum. The City of Montebello has a five-member body, three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than the quorum Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

The Council/Agency shall not take any action on any item which does not appear on the posted agenda except as follows in accordance with Government Code Section 54942.2:

1. Emergency Situation. An emergency situation, as defined in Cal. Govt. Code § 54956.5 exists. Before proceeding to act upon an emergency item not appearing on the agenda, the Council/Agency shall by a majority vote determine that an emergency situation exists and that prompt action is required by the Council/Agency. The Council/Agency shall include in the minutes of its meeting the facts upon which it relied in finding the existence of an emergency situation.

2. Need to Take Action on Non-Agenda Items. The Council/Agency may act upon an item not appearing on the agenda if it finds, by a two-thirds vote of the members present at the meeting or if less than two-thirds of the members are present, by a unanimous vote of the members present, that there is a need to take immediate action on the non-agenda item and such need to act came to the Council/Agency attention after the posting of the agenda. If such a determination is to be made, a statement of facts upon which the determination is based shall be (presented and) included in the minutes supporting the action taken.

RESOLUTION NO. 23-17

Page 5 of 12

3. Held over items. Items not appearing on the posted agenda for a specific meeting may be acted upon at that meeting if:

- a) The item appeared on a properly posted agenda for a previous meeting;
- b) The previous meeting occurred not more than five calendar days prior to the date of the meeting at which the item is proposed to be considered; and
- c) The item was continued from a previous meeting of the meeting at which action is proposed to be taken.

Tentative Council Calendar. The Tentative Council Calendar shall list items pending to come before Council/Agency within the next 12 month period and will be included as part of each council meeting's agenda packet. City staff will post the Tentative Council Calendar on the city's website and make updates to the Tentative Council Calendar as necessary.

Consent Calendar Categories. The consent calendar section is where administrative and non-controversial items shall be presented. The Mayor/Chairperson and City Manager should be sensitive to high dollar value items and consider placing those items in the regular business section.

Ordinances, Resolutions, and Contracts. All ordinances, resolutions and contracts shall be prepared by the City Attorney. No ordinance shall be prepared for presentation to the Council/Agency unless ordered by a majority vote of the Council/Agency, or requested by the Mayor/Chairperson, or City Manager, or prepared by the City Attorney on his or her initiative. The following ordinances and resolutions may appear on a consent calendar:

1. Second Reading of Ordinances.
2. Resolutions that are ceremonial in nature.
3. Budget amendments that accept funding such as grants or gifts provided the council has previously approved the activity or program.
4. Resolutions approving funding applications, such as grants or loans, provided that the program or activity has been previously approved by Council.

Section 5. Teleconference Attendance of Council/Agency Members at Meetings.

The specific requirements relating to teleconferencing per the Brown Act and related amendments shall apply to Council/Agency members. At least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

RESOLUTION NO. 23-17

Page 6 of 12

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

- The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.
- The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.
- The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.
- Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.
- The teleconference location must not require an admission fee or any payment for attendance.
- All votes must be by roll call.
- If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

Approved Teleconference Guidelines for Council/Agency Members.

Council/Agency member must give notice in advance of the publication of the agenda to the City Clerk's office. The notice must include:

- The address at which the teleconferenced meeting will occur;
- The address the Council/Agency packet should be mailed to;
- Who is to initiate the phone call to establish the teleconference connection; and
- The phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.

The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the advance written notice above.

RESOLUTION NO. 23-17

Page 7 of 12

The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.

The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

Notwithstanding the above, any temporary or permanent statutory regulations, authority or restrictions established by the provisions of the Brown Act, as amended, shall apply for teleconferencing or other remote participation and shall be incorporated in and apply to these Rules of Conduct.

Section 6. Order of Business.

Call to Order – 6:00 p.m.

Roll Call

Announcement of Closed Session Items

Public Comments on Closed Session Items

Closed Session

Closed Session Report

Invocation

Pledge of Allegiance

Corrections to the Agenda

Ceremonial Items/Presentations

Public Comments on Non-Agenda Items - Each speaker will have 3 minutes. All other comments which exceed the initial 30-minute period, unless otherwise provided by a majority of Council/Agency to extend time, will be continued to the end of the meeting. Note: Public Comments for Public Hearings, Regular Business and/or Consent Calendar shall be received at the time that matter of business is heard.

Staff Communications on Items of Community Interest

Public Hearing

Regular Business

Consent Calendar

Public Comments on Non-Agenda Items. (Continued from the initial Public Comment period if necessary.)

AB 1234 Travel Reports

Council/Agency Orals

Closed Session. (Continued from the initial Closed Session period if necessary.)

Adjournment

The Mayor shall have the discretion to change the order of business. Council/Agency members may change the order of business by majority vote of the Council/Agency.

Section 7. Procedure for Addressing the City Council/Agency.

When a speaker is called, the speaker shall promptly approach the audience microphone and is requested but not required to give his/her name, whom they represent and/or city of residence in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the legislative body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location.

During the Public Comment period any member of the public may address the Council/Agency on any non-agenda and agenda item at the time set forth in the order of business. Speakers shall be limited to three (3) minutes, with a total limit of thirty (30) minutes for Public Comments at the beginning of the meeting for non-agenda items. Mayor/Chairperson, in his/her discretion, and/or in consultation with the legislative body, may limit or extend time for public comment as he/she may find reasonable under the circumstances. Public Comments on non-agenda items will continue, if necessary, after all other business of the meeting is concluded. No person shall be permitted to interrupt members of the body, staff presentations, or members of the public who are at the microphone during a meeting.

Members of the public can speak on any item on the agenda including Consent Calendar items. Comments on Consent Calendar items will be heard at the time the item is up for discussion or at the beginning of the Consent Calendar being consider at the direction of the Mayor/Chair.

In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons may be allotted up to six (6) minutes to speak. A Council/Agency member wishing to ask questions of a member of the public should first be recognized by the Presiding Officer.

State law does not permit the Council/Agency to act on or discuss an item raised during Public Comment, but Council/Agency members may ask brief clarifying questions and may ask City staff to follow up any concerns that are raised. Alternatively, the Council/Agency may request the issue to be agendized for discussion at a future Council/Agenda meeting.

Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

Section 8. Agency/Council Oral Reports and Action Items.

The purpose of Council/Agency Orals is to allow Council/Agency to question staff briefly on matters which the Council/Agency has taken action or given direction; to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

All Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words. If a Council/Agency oral communication fails to comply with these requirements, the City Manager will not place the newly requested item on the agenda.

Any Council/Agency member may bring a matter of business before the Council during Council/Agency orals to add an item to a future agenda. Placing an item on a future agenda requires a majority roll call vote. At that time, the Mayor/Chairperson shall coordinate with the City Manager or City Attorney as to the requisite time needed for City Staff to fully research the matter(s) requested and a reasonable time in which to present the matter(s) for Council/Agency discussion and/or action. All individual Council/Agency agenda items requested shall be placed on the future agenda under New Business.

Commission/Committee appointment recommendations may be made during Council/Agency Orals. Pending background check clearance, all appointments will be made at a future meeting during presentations. Commission/Committee appointments do not need a vote of the City Council unless as otherwise required by resolution or ordinance of the Agency/Council.

Section 9. Standards of Decorum.

The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer. It shall be the duty of the Mayor/Chairperson to ensure that the rules of decorum and procedure contained herein are observed.

The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is

RESOLUTION NO. 23-17

Page 10 of 12

redundant or repetitious. Debates between Council/Agency members and the public should be discouraged

Council/Agency Members: Council/Agency members shall conduct themselves in an orderly, professional, and businesslike manner to ensure that the business of the City shall be attended to efficiently and thoroughly and to ensure that the integrity of the deliberative process of the Council/Agency is maintained at all times. Council/Agency members shall maintain a polite, respectful, and courteous manner when addressing one another, the City Staff, and members of the public during Council/Agency meetings.

City staff shall not engage in dialogue with members of the public during City Council meetings and shall limit conversations between themselves as much as possible. City Staff shall direct all comments and presentations to the Council/Agency and/or Presiding Officer. When addressed by a Council/Agency member, Staff shall respond in a polite, professional, and courteous manner. All requests to speak by members of the City Staff shall be made to the Presiding Officer.

Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any speaker who becomes boisterous while addressing the Council/Agency or who otherwise disrupts the orderly conduct of the Council/Agency business shall be called to order by the Mayor/Chairperson. If the conduct continues, the Mayor/Chairperson may bar the speaker from speaking and/or attending the meeting. Any disruption of the meeting shall be addressed in a manner consistent with AB 1100.

Section 10. Enforcement of Decorum.

The Chief of Police, or his/her designee shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. The sergeant-of-arms shall enforce the rules of decorum and remove and/or arrest any person upon the direction of the Presiding Officer, or upon his or her own discretion, as applicable.

Section 11. Handbook of Procedural Rules.

The council shall adopt by resolution a handbook of procedural rules governing any aspect of the conduct of meetings and hearings for the council and its standing committees, including but not limited to agenda requirements, the order of business, rules of order, rules of evidence, closed session procedures and rules for public participation in meetings. The handbook of procedural rules shall be deemed guidelines and failure to comply with any procedural rule shall not be the basis for challenge to or invalidation of any action of the council, nor shall they be construed to create any independent remedy or right of action of any kind.

RESOLUTION NO. 23-17

Page 11 of 12

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution. This Resolution shall remain in effect until the City Council conducts a study session and adopts a final Resolution setting the Rules of Order of the City Council/Agency meetings.

SECTION 3. This Resolution to the extent that any provision is inconsistent with previous Resolutions Nos. 89-70, 06-22, 11-89 and 19-124, which adopted rules of conduct for City Council and Successor Agency meetings shall regulate and control the conduct of City Council/Agency meetings.

APPROVED AND ADOPTED THIS 22nd DAY OF FEBRUARY 2023.

David N. Torres, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-17 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 22th day of February 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:

RESOLUTION NO. 23-17

Page 12 of 12

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: ADOPT RESOLUTION NO. 24-13 TO AUTHORIZE SUBMISSION OF AN APPLICATION FOR FISCAL YEAR 2024-25 TO THE METRO BUS OPERATIONS SUBCOMMITTEE FOR FEDERAL TRANSIT ADMINISTRATION SECTION 5307 - 15% DISCRETIONARY CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUNDS

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-13 to authorize submission of an application for Fiscal Year 2024-25 to the Metro Bus Operations Subcommittee for Federal Transit Administration Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement Funds; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is preparing to submit an application for two funding requests for the Fiscal Year 2024-25 Federal Transit Administration (FTA) Section 5307 grant program. The first request, falling under the 15% Discretionary Capital Funds, seeks \$3,500,000 (the total amount includes a required twenty percent [20%] non-Federal match amount) to support the acquisition of a mobile hydrogen fuel station. Meanwhile, the second request, allocated from the 1% Associated Transit Improvement Funds, aims for \$800,000 (the total amount includes a required twenty percent [20%] non-Federal match amount) to contribute to essential replacements and enhancements outlined in the Bus Stop Improvement Plan analysis.

All future procurement processes required for obtaining the mobile hydrogen fuel station,

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 3

as well as executing replacements and enhancements for the Bus Stop Improvement Plan (BSIP), will be integrated into the City's annual budget development process for each designated fiscal year. Each stage of the proposed procurement processes will be presented to the City Council for review and approval.

BACKGROUND/DISCUSSION:

The Bus Operations Subcommittee (BOS) is comprised of seventeen (17) voting members (Attachment A) and operates under the authority of the Los Angeles County Metropolitan Transportation Authority (Metro). The City, by and through Montebello Bus Lines (MBL), is an active member of the BOS that meets to provide regional public transportation operators with technical assistance and the opportunity to discuss various transportation related policies, financing programs, and operating issues within Los Angeles County. On March 1, 2024, the BOS posted a notice announcing the opportunity for BOS voting members to apply for FY 2025 FTA Section 5307 – 15% Capital Discretionary Funds and 1% Associated Transit Improvement (ATI) Funds (Attachment B).

The 15% Discretionary Capital Funds prioritize replacing buses exceeding 12 years of their life expectancy, extending the lifespan of existing buses, upgrading or replacing bus operation facilities, and fostering projects related to alternative fuel, transit centers and farebox technology. On February 28, 2024, the City Council approved Agreement No. 4183 with New Flyer of America, Inc., for the acquisition of three (3), heavy-duty, hydrogen fuel cell transit buses. The next phase involves procuring a mobile hydrogen fuel station -- a flexible and transportable facility designed for dispensing hydrogen to fuel cell vehicles. Unlike traditional, fixed fuel stations, these mobile counterparts offer adaptability, catering to temporary fueling needs or providing support in areas where a permanent station might not be practical. The station includes equipment for compressing, storing, and dispensing hydrogen into fuel cell vehicles. Preparing for the next phase, staff anticipates utilizing the allocated 15% Discretionary Capital funds - if awarded – to assist in purchasing a mobile hydrogen fueling station.

The 1% Associated Transit Improvement (ATI) funds focus on projects across six (6) categories: bus stop amenities, signage, pedestrian and bicycle access, landscaping, and historic preservation. Eligible initiatives encompass a range of improvements, from enhancing transit infrastructure like shelters and signage to promoting accessibility for pedestrians and cyclists, as well as preserving historic mass transportation facilities. On February 28, 2024, the City Council awarded a professional services agreement (No. 4180) to Kimley, Horn and Associates Inc., for the Bus Stop Improvement Project. The project aims to conduct a comprehensive analysis of the entire MBL bus stop infrastructure, involving a thorough survey and inventory of all bus stops within and beyond the City's jurisdiction. The City plans to leverage the ATI funds for the replacement of signage, benches, and trash receptacles based on the analysis findings. If the fund request is awarded, the City intends to use the funds to implement the necessary replacements and enhancements for these bus stop amenities.

The City is eligible for both the FY 2025 FTA Section 5307 – 15% Discretionary Capital Funds and 1% Associated Transit Improvement (ATI) Funds following the guidelines set

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 3 of 3

by the BOS (Attachment B). If granted, the funding will aid MBL in aligning with the City's dedication to investing in innovative, cutting-edge technology, facilitating a continued reduction of its carbon footprint and supporting the sustainable electrification of transportation.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council Adopt Resolution No. 24-13 to authorize the submission of an application for Fiscal Year 2025 to the Metro Bus Operations Subcommittee for Federal Transit Administration Section 5307 - 15% Discretionary Capital Funds and 1% Associated Transit Improvement Funds; and take such additional, related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - BOS Member Agencies
2. Attachment B - FY2025 FTA Section 5307 – 15% Discretionary Capital Funds and 1% Associated Transit Improvement Funds Guidelines
3. Attachment C- Resolution No. 24-13

NEXT STEPS:

N/A

ARTICLE II. MEMBERSHIP

The Bus Operations Subcommittee shall consist of seventeen (17) voting members and ex-officio members selected as follows:

a. Included Operators of Los Angeles County [one (1) vote each]:

- Arcadia Transit
- Claremont Dial-A-Ride
- Commerce Municipal Bus Lines
- Culver City Municipal Bus Lines
- Foothill Transit**
- Gardena Municipal Bus Lines
- LACMTA Operations
- La Mirada Transit
- Long Beach Transit
- Los Angeles Department of Transportation*
- Montebello Bus Lines
- Norwalk Transit System
- Redondo Beach Wave
- Santa Monica's Big Blue Bus
- Torrance Transit System

b. Eligible Operators of Los Angeles County [one (1) vote each]:

- Antelope Valley Transit
- Santa Clarita Transit

c. Non-Voting Members (Ex-Officio)

- MTA – Approved Transportation Zone(s)¹

* Asterisk represents that those operators are either receiving partial or full formula funding under the eligible operator criteria.

¹ MTA approved Transportation Zone(s) shall become Included Operators and eligible to vote once provisions for eligibility have been achieved per established guidelines.

Date: March 1, 2024

To: BOS Members

From: John Xie, BOS Secretary

RE: FY2025 Appropriations of FTA Section 5307 – 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

In 2024, BOS Working Group reviewed and considered potential modification of the priorities, application process, forms and scoring sheets associated with the FY 2025 FTA Section 5307 – 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds project process. The draft guidelines were discussed during the BOS meeting of February 20, 2024. BOS discussed bus price survey cost methodology during the FY 2023 review process and confirmed the bus price value is total bus cost: base pricing, options, ADA expenses and taxes.

During the 2023 application process, BOS approved annual funding to the California Transit Training Consortium (CTTC) for a three-year annual allocation for FY2024 (\$360,000), FY2025 (\$360,000) and FY2026 (\$360,000). The CTTC will not resubmit a request for the next application period. The CTTC funding allows for BOS members to benefit from the Maintenance Training program at no cost to the transit agency. Long Beach Transit submits the application as the lead agency and allocates the funds directly to CTTC. The CTTC allocation is awarded first from the annual 15% funding.

BOS members voted to approve the application packet at the February BOS Meeting. The packet includes: principles, priorities, application procedures and updated bus pricing survey (Attachment A); and project description and justification templates (Attachment B) and the required Transit Agency Certification Sheet. As has been done in the past, the project proposals will be evaluated based on approved principles, priorities and eligibilities. No amendments are proposed to Principles, Priorities, Application Procedures and Application Templates.

The schedule for the application and award process is as follows:

February 20, 2024	Principles and Application packet approved at BOS
March 1, 2024	Final Principles and Application Packet emailed to BOS members
March 28, 2024 – 5:00 PM (Thursday)	PROJECT PROPOSALS DUE via email to jxie@foothilltransit.org LATE submissions will be DISQUALIFIED
April 3, 2024	Agencies' Proposals and Scoring Sheets emailed to BOS members for evaluation
April 16, 2024 (BOS Meeting)	Agency presentation and final scoring; award amount recommendation

Please submit your project proposal(s) in accordance with Application Procedures outlined in the application packet. If you have any questions and/or require additional information, please contact John Xie at 626-931-7261 or jxie@foothilltransit.org. Thank you all for your participation and contributions to this process.

FTA Section 5307 15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds

The following principles shall be applied to project applications for both funding sources:

Principles:

1. Qualifying agencies may submit only one project per funding category.
2. Qualifying agencies may submit separate applications for the same project in both the 15% and 1% categories, for eligible expenditures. The eligible expenditures shall be identified, and the funding amount shall be estimated in both project applications by category.
3. In order for a project to be eligible for funding, it must receive a score of 70 or higher.
4. No one agency is eligible to claim more than 50% of the available funding for in either funding source.
5. Multi-agency cooperation on projects is encouraged.
6. Overmatching on projects is encouraged.
7. Discretionary capital funds originating from federal urbanized area formula funds for Urbanized Area 2 (UZA 2) shall be recommended for allocation only for projects that are located within, operate within and/or generate National Transit Database (NTD) data, and therefore federal revenues for UZA 2. Agencies with projects located in or operated outside of UZA 2, that also provide direct service to operations within UZA 2 will be considered for funding only in proportion to their UZA 2 operations. ex: 80% of a route is allocated to UZA x, with the remaining 20% of the route allocated to UZA 2 (as reported to NTD for annual reporting purposes). Through this process, only 20% of the total bus cost will be considered for funding at the federal approved percentage.¹
8. Any BOS member agency who is unable to send a voting representative to the scoring meeting may submit their scores for inclusion in the scoring process.
9. BOS shall re-evaluate these principles, priorities and procedures on an annual basis.

¹ For example, if a commuter bus reports 50% of its NTD data in UZA 2 and 50% of its NTD data in another UZA, an applicant may only request 50% of the needed funding from UZA 2's discretionary funds. Similarly, UZA 2 discretionary funds cannot be used to build/expand facilities in support of local fixed route services operating outside UZA 2, but may be used to build/expand facilities in proportion to their need to support operations within UZA 2.

SECTION 5307 – 15% DISCRETIONARY CAPITAL FUNDS

The following **priorities (not in any order)** will be used to determine 15% Discretionary Capital Funds project eligibility:

- Bus Purchases
 - o Replacement of existing buses that are at least 12 years old or have exceeded their life expectancy. Per SCAQMD Fleet Rule 1192, only alternative fuel vehicles which do not rely on diesel fuel may be purchased for operation within the South Coast Air Quality Management District. Hybrid-electric and dual-fuel technologies that use diesel fuel are not considered alternative fuel technologies. Replacement buses have first priority within this category.
 - o Service enhancement buses – lesser priority within this category.
- Mechanical rehabilitation of existing buses in order to extend the life of the bus for at least another 6 years.
- Bus Operation, Maintenance & Administration Facility – new or replacing existing facility at least 50 years old. Structural rehabilitation or expansion of existing facility in order to extend the life expectancy at least another 25 years; or modifications to existing facility to accommodate alternative fuel infrastructure.
- New alternative fuel or zero emission infrastructure projects (i.e. charging stations).
- Transit center projects.
- Regional farebox technology projects which adhere to FTA procurement requirements.
- Metro may be eligible to receive up to 50% of the 15% Discretionary Capital funding total upon submission of a qualifying project.

BOS Survey - Average Bus Prices for FY2024 Funds

Updates were made to the bus price survey conducted with adjustments made for recent procurements. BOS member agencies were requested to submit information on recent transit vehicle purchases (bus type, number purchased and vehicle costs including base cost, options, ADA, and taxes). The average of the total vehicle prices by vehicle type is based on the survey results, the CalACT/MBTA Purchasing Cooperative Agreement, DGS², recent vehicle purchases, and escalated 5.30% cost increases due to supply chain issues. Transit vehicle requests are capped using the average prices below:

Vehicle Type	Agencies	Purchases	# of Vehicles	Weighted Average	Note
Paratransit Minivan (Class D)	1	1	51	\$60,777	Access
Paratransit Cutaway, Gasoline	1	1	4	\$89,889	
Paratransit Cutaway Van Gasoline (Type C)	1	1	5	\$126,703	2019 BOS + CPI
25 Cutaway, CNG (Type F)	1	1	3	\$199,210	
Low Floor Cutaway, CNG (Type G)	1	1	4	\$236,838	City of Commerce
Fixed Route Cutaway, 27', CNG	2	2	4	\$171,353	
30' CNG	1	1	1	\$549,099	
30' Electric	2	2	132	\$929,459	LADOT, Commerce
32' CNG Bus	2	2	15	\$517,291	
35' Electric	2	2	21	\$1,082,408	DGS Pricing, LBT
35' CNG Bus	2	2	4	\$674,802	
40' CNG Bus	4	4	731	\$761,026	Metro, NCTD, OCTA
40' H2 Fuel Cell	4	4	139	\$1,509,301	
40' Electric Bus	2	2	138	\$977,373	
40' Double Decker Electric Bus	1	1	12	\$1,758,000	Foothill Transit
45' Electric Bus-Commuter	1	1	24	\$1,600,492	AVTA
45' Commuter Bus-CNG	1	1	2	\$945,265	2019 BOS + CPI
60' CNG Articulated Bus	2	2	170	\$1,207,811	Foothill
60' Electric Articulated Bus	1	1	40	\$2,101,716	Metro + CPI

² DGS: California Department of General Services Zero Emission Contract

SECTION 5307 – 1% ASSOCIATED TRANSIT IMPROVEMENT (ATI) FUNDS

While the “Fixing America’s Surface Transportation Act” (FAST) ended the requirement for recipients to expend 1% of their funding for Associated Transit Improvements, BOS agrees that it is critical to remain focused on enhancing public transportation services.

The Los Angeles region is primed to grow transit ridership and is currently working to develop innovative solutions that address customer needs based on a better understanding of the changes in the region’s demographics, travel options and patterns. Dedicated funding to address these changes and implement future solutions that attract customers to ride more by retaining current customers, reclaiming past customers, and recruiting new customers, is critical to the success of transit in the County.

Therefore, in Los Angeles County, Associated Transit Improvements will continue to be funded with 1% of the regional FTA 5307 funding total upon submission of a qualifying project during the competitive process. Metro may be eligible to receive up to 50% of the total allocation of 1% funds.

Project priority and eligibility for 1% Associated Transit Improvement funds are numbered by priority and include the following:

1. Bus Stop Amenities including: bus shelters and furnishings, accessibility improvements, tables, benches, trash receptacles and street lights
2. Signage, including electronic systems
3. Pedestrian access and walkways and other enhanced access to mass transportation for persons with disabilities
4. Bicycle access, including bicycle storage facilities and installing equipment for transporting bicycles on mass transportation vehicles
5. Landscaping and other scenic beautification of transit-associated facilities
6. Historic preservation, rehabilitation and operation of historic mass transportation buildings, structures and facilities (including historic bus and railroad facilities)

APPLICATION PROCEDURES

The Transit Agency Certification Form must be completed, signed by your agency's designee, and submitted along with the Project Description and Justification Forms. Each Project and Justification Forms must be sent in ADOBE PDF format. Send separate Project PDF documents for the 15% forms and the 1% categories.

Agencies may submit separate applications for the same project in both the 15% and 1% categories, for eligible expenditures.

The FY2025 fund allocations for FTA Section 5307 15% Capital Discretionary and 1% set aside for Associated Transit Improvements (ATI) Funds have not been released at this time. The estimated available funding will be based on the FY2024 funds of \$48,858,194 and \$3,976,422 respectively. These fund estimates will be adjusted when the official funding marks are made available by the time of the fund award recommendation, scheduled for April 16, 2024. Agencies shall submit projects in accordance with federal guidelines.

In order to be considered, your project proposal must be submitted via email by **5:00 PM, Thursday, March 28, 2024.** **Any proposals received after the deadline will be deemed disqualified.** Since there is a good chance that the clocks on our Outlook systems may have minor discrepancies, it is recommended that you submit the proposal(s) about 15 minutes before 5:00 PM on the due date. Please try to limit proposals to no more than two pages while concisely addressing issues.

Please submit projects by **e-mail only** to: John Xie
Foothill Transit
jxie@foothilltransit.org
626-931-3369

You will receive an e-mail confirmation upon receipt of your application(s).

Evaluation and Award Procedures:

A package of scoring sheets and projects from certified agencies will be emailed to BOS members on Wednesday, April 3, 2024. BOS members will review all of the projects, except their own, and score them according to the approved criteria prior to the April 16, 2024 BOS meeting. At the BOS meeting, all the agencies that have submitted projects will have an opportunity to provide a three-minute presentation on each project and answer any questions regarding the agency's project(s).

Each agency will submit a final score on each project. Each agency's project is compared to the other project applications, therefore, only one agency shall receive the highest overall score for the 15% and the 1% applications, and each application shall receive its own unique score for the 15% and 1% categories. After the highest and lowest scores for each project are omitted to eliminate any inconsistencies, each project will receive an average score and will be placed in rank order. In order for a project to be eligible for funding, it must score 70 points or higher.

BOS members will discuss the projects and allocate available funds based on the scoring of the principles and project priorities herein. Priority for funding shall be given in scoring order, and no one project may receive more than 50% of the associated funding pot. It may occur that projects are not funded in their entirety.

Should the project submittals exceed available funds for either the 15% Discretionary Capital Funds or 1% Associated Transit Improvement (ATI) Funds, awards will be made according to an agreed upon scoring procedure by BOS members. After all projects have been scored and funds allocated, any remaining funds available will be allocated in the following order:

1. Increase funding levels (percent of project funded) to eligible projects already funded.
2. Begin funding projects that fell below the 70% eligibility threshold.
3. Conduct a second round of applications for award.

This order will also pertain to any projects that are interrupted and will not be completed due to unforeseen reasons. Once consensus is reached among BOS members and a vote to accept the allocations is conducted, the recommended award amounts will be forwarded to the Metro Board for approval.

5307 Discretionary Application Scoring Guidelines

The 5307 Discretionary Application Process under BOS is an annual competitive procedure to award funds to the Municipal Operators for various capital transit projects. Please consider the following criteria when evaluating the projects to determine your scores for the applications.

1. Scoring:

- a. Each agency's project is compared to the other project applications. There should only be one agency who receives the highest overall score for the 15% and the 1% applications.
- b. Each application should receive its own unique score when compared to another application in either the 15% or 1% funding categories.

2. Project Need

Rank the projects against each other comparing the vehicle ages, mileage, and lifetime of the vehicles. Consider how the agency uses its 5307 funding – i.e., vehicles, preventive maintenance, facilities, etc. Does the project meet the agency's Transit Asset Management (TAM) Plan guidelines?

3. Leveraging:

Leveraging funds describes the applicant's ability to provide a higher local match than the required 20%. Projects with a higher local contribution allow BOS the potential to fund a higher number of projects with the available funds.

4. Project Readiness:

Examples of Project Readiness may include an explanation in which plans and specifications are nearly complete or complete. For example, bus purchases may score higher if the agency has plans through a joint procurement/cooperative agreement or is on an existing bus purchase contract with options. Transit amenities projects may include an explanation that describes the progress of the plans and specifications; plans that are nearly 100% complete should score higher than projects that have completed specifications that are less than 100%. Scoring should be incrementally lower based on the status of the completion of the specifications.

5. Benefit to Transit Users

Rank the project's contributions to transit benefits. For example: Does the project improve air quality? Does the project directly benefit users or provide an indirect benefit (such as air quality, reduces congestion, etc.) Does the project support or improve regional coordination or connections? Does the project increase transit ridership?

**FTA Section 5307
15% Discretionary Capital and 1% Associated Transit Improvement (ATI) Funds**

TRANSIT AGENCY CERTIFICATION FORM

(Please circle YES or NO for each question)

1. Is your agency a current FTA grantee? **YES** **NO**

2. Does your agency file NTD reports with the federal government? **YES** **NO**

3. Does your agency have lapsing 15% and 1% funds which are not already in obligated grants, programmed in the TIP, or in a TIP project already submitted to Metro? **YES** **NO**

4. If your agency receives full funding from other sources for the same project, do you agree to return excess funds to the "pot" for reallocation? **YES** **NO**

5. Has your agency sold or traded any transit specific funds for non-transit funds resulting in an overall loss of transit funds to the agency in the last two fiscal years? **YES** **NO**

6. If your project is a bus purchase, does your project comply with the SCAQMD Fleet Rule 1192 which is required for any transit bus operated within the LA UZA region? **YES** **NO**

AGENCY CERTIFICATION:

I certify that the above statements are true and accurate and that my agency's applications for FTA 5307 15% Discretionary Capital and/or 1% Associated Transit Improvement Funds demonstrate viable projects for which match funding has been identified.

Printed Name and Title

Signature

Date

BOS Review By: _____

Date: _____

FY 2025 SECTION 5307**15% CAPITAL DISCRETIONARY FUND****PROJECT DESCRIPTION AND JUSTIFICATION TEMPLATE**

Due by Thursday, March 28, 2024 at 5:00 PM to John Xie at jxie@foothilltransit.org

AGENCY: _____

PROJECT SHORT TITLE: _____

PROJECT DESCRIPTION: _____

PROJECT JUSTIFICATION / NEED: (45 points)

Projects requesting vehicles should minimally answer the following:

How old is the vehicle being replaced and how many miles will it have on it at the time of replacement? Do they meet FTA end of life cycles? Were the vehicles purchased new or used? If used, how old were they at the time of purchase? Describe how you use your CAP 5307 funds.

Projects requesting facilities should minimally answer the following:

How old is the facility being replaced? What is the size of the facility being planned? Describe the need for additional facility space. If requesting a fueling facility, describe the current fueling situation. Is the agency switching fuel paths?

PROJECT READINESS: (20 points)

Is the project in an agency-approved SRTP? Provide TIP Project number and TIP year.

If funding request is for vehicles, when is vehicle delivery expected?

If funding request is for a facility: Has the facility been designed? Has it completed preliminary engineering? Has it undergone an environmental review (EIR)? Is there any community opposition to the project?

COST EFFECTIVENESS & LEVERAGING: (20 points)

What other funding pots have you applied for to pay for this project? (e.g. Federal Appropriations or Call for Projects) How much unobligated FTA 5307 15% funds does your agency have? What are the plans for obligating those funds in a grant? What other unobligated capital funds do you have? How are you planning to spend those funds? What other competitive funding has already been awarded for this project, and what is the dollar value of the award/s?

BENEFIT TO TRANSIT USERS: (15 points)

Describe any benefits to the region through this project's implementation. How will this project improve the regional transit network?

PROJECT COST AND FUNDING REQUEST:

A minimum of 20% Local Match is required.

Priority # _____

ATTACHMENT B

Project Description

FY 2025 SECTION 5307

1% ASSOCIATED TRANSIT IMPROVEMENT (ATI) FUNDING

PROJECT DESCRIPTION & JUSTIFICATION TEMPLATE

Due by Thursday, March 28, 2024 at 5:00 PM to John Xie at jxie@foothilltransit.org

AGENCY: _____

PROJECT SHORT TITLE: _____

PROJECT DESCRIPTION: _____

PROJECT JUSTIFICATION / NEED: (45 points)

Why is the agency performing the project?

What is the need for the project?

PROJECT READINESS: (20 points)

Is the project in an agency-approved SRTP?

Provide TIP Project number and TIP year.

When is the project expected to be completed?

COST EFFECTIVENESS & LEVERAGING: (20 points)

What other funding pots have you applied for to pay for the project? What other competitive funding has already been awarded for this project, and what is the dollar value of the award/s? How much unobligated FTA 5307 1% funds does your agency have? What are the plans for obligating those funds in a grant? What other unobligated capital funds do you have? How are you planning to spend those funds?

BENEFIT TO TRANSIT USERS: (15 points)

Describe any benefits to the region through this project's implementation. Include relevant connectivity to other transit systems, light rail, etc.

PROJECT COST AND FUNDING REQUEST:

A minimum of 20% Local Match is required.

RESOLUTION NO. 24-13

**RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA,
APPROVING THE APPLICATIONS FOR FY 2025 FEDERAL TRANSIT
ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY CAPITAL
FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUND
COMPETITIVE GRANTS**

RECITALS

WHEREAS, the Federal Transit Administrator has the authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the Bus Operator Subcommittee is responsible for approving eligible projects for both Section 5307 – 15% Discretionary Capital Funds and 1% Associated Transit Improvement funds within the framework of the Bus Operations Subcommittee (BOS); and

WHEREAS, the applicant will adhere to the FY 2025 Application Guidelines and submit an eligible project.

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

**APPROVES THE FILING OF AN APPLICATION FOR THE APPLICATION FOR FY 2025
FEDERAL TRANSIT ADMINISTRATION SECTION 5307 – 15% DISCRETIONARY
CAPITAL FUNDS AND 1% ASSOCIATED TRANSIT IMPROVEMENT FUND
COMPETITIVE GRANTS**

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and
2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and

RESOLUTION NO. 24-13

Page 2 of 3

3. Delegates the authority to the Director of Transportation or her designees to execute and file with its application for federal assistance grant or cooperative agreement; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 13rd day of March 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-13 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of March 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 24-13

Page 3 of 3

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Acting Director

SUBJECT: ADOPT RESOLUTION NO. 24-12 AUTHORIZING SUBMITTAL OF AN APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION FOR FUNDING TO PURCHASE ZERO-EMISSION BUSES UNDER THE LOW OR NO EMISSION GRANT PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES PROGRAM

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-12 authorizing the City of Montebello to submit applications to the Federal Transit Administration (FTA) to receive funding for two (2) grant programs: (i) the Low or No Emission Grant Program ("Low-No Program") in the amount of \$10,500,000; and (ii) the Grants for Buses and Bus Facilities Program ("Bus and Bus Facilities Program") in the amount of \$10,500,000 (collectively, hereinafter the "Grants"); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello (City) will submit two (2) separate applications in accordance with the Notice of Funding Opportunity (NOFO) guidelines (see Attachment "A"), each in the amount of \$10,500,000 (the total amount includes a required non-Federal match amount), for funds under the FTA's Low-No Program and the Bus and Bus Facilities Program.

If a project submitted for consideration under both programs is selected for funding, the FTA will exercise its discretion to determine under which program the project will receive an award. This funding will assist with the purchase of up to two (2) hydrogen fuel cell

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 3

electric buses (FCEBs) and a permanent hydrogen fuel cell station. All future procurement processes required for FCEBs and the hydrogen fuel cell station will be presented to the City Council for review and approval as necessary. In addition, the budget appropriations will be presented to the City Council for the approved purchase request.

BACKGROUND/DISCUSSION:

On October 27, 2021, the City Council adopted Resolution No. 21-80 approving Montebello Bus Lines' (MBL) Zero Emission Bus (ZEB) Rollout Plan (see Attachment "B") to serve as a blueprint for how MBL plans to achieve a complete transition to zero-emissions technologies by 2040. Furthermore, the ZEB Rollout Plan provides information on strategies necessary to address MBL's current bus fleet composition, future bus purchases, facilities and infrastructure modifications, and potential funding sources. In accordance with the ZEB Rollout Plan, MBL identified FTA's Low-No Program and the Bus and Bus Facilities Program as additional funding opportunities to assist with purchasing up to two (2) FCEBs and a permanent hydrogen fuel cell station.

On February 8, 2024, the FTA posted a combined NOFO announcing the opportunity for transit agencies to apply for approximately \$1.1 billion in funds under the Low-No Program and approximately \$390 million in funds under the Buses and Bus Facilities Program for Fiscal Year 2023-24. These programs provide the FTA an opportunity to award grants through a competitive process to transit agencies for low- or zero-emission projects, including the purchase or lease of low- or zero-emission buses and related equipment that use advanced technologies for transit-related operations.

The City is eligible to apply for the Grants in accordance with Section 5307 of Title 49, U.S. Code. If awarded, this funding will assist MBL in aligning with the City's commitment to invest in the innovative, cutting-edge technology required to further reduce its carbon footprint and support the sustainable electrification of transportation.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council adopt Resolution No. 24-12 (Attachment "C") authorizing the City of Montebello to submit applications to the Federal Transit Administration (FTA) to receive funding for two (2) grant programs: (i) the Low or No Emission Grant Program ("Low-No Program") in the amount of \$10,500,000 and (ii) the Grants for Buses and Bus Facilities Program ("Bus and Bus Facilities Program") in the amount of \$10,500,000; and take such additional, related, action that may be desirable.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 3 of 3

ATTACHMENT(S)

1. Attachment A - Federal Register Vol. 87 No. 43 Notice of Funding Opportunity
2. Attachment B - Resolution No. 21-80 approving MBL's ZEB Rollout Plan
3. Attachment C - Resolution No. 24-12

NEXT STEPS:

N/A

of conductors under 49 CFR part 242. See 49 CFR 240.101; 49 CFR 242.101.

2. Submit to FRA for approval a list of conductors and engineers who have been certified under the written programs approved by FRA, with complete, written certification determinations for each individual as required under 49 CFR 240.109 for engineers, and 49 CFR 242.109 for conductors.

3. Submit to FRA for approval a written program of operational tests and inspections to be put in effect in accordance with 49 CFR 217.9.

4. Submit to FRA for approval a training program in compliance with 49 CFR part 243 for training, qualification, and oversight of safety-related railroad employees.

5. Submit to FRA for approval an on-track safety program that complies with the requirements of 49 CFR part 214, subpart C, and complete training and qualification records in accordance with that program for all employees who will engage in any on-track work or use of roadway maintenance machines.

6. Submit to FRA a list of designated, qualified persons responsible for maintenance and inspection of track in accordance with 49 CFR 213.7.

7. Accompany FRA track inspectors on a joint inspection of all BNGR track.

8. Complete all remedial actions noted by FRA for track defects identified following the joint inspection and submit records of all required track inspections after the completion of all remedial action.

9. Certify to FRA that a self-audit of HOS records has been completed and submit to FRA any records found to be incorrect or substantially incomplete with corrections to those records, to the extent possible.

10. Certify to FRA that all employees have been trained on HOS requirements under 49 CFR part 228; 49 U.S.C. ch. 211.

11. Certify to FRA that all employees have been trained on the requirements under 49 CFR part 225 to report accidents and incidents to FRA.

12. Submit to FRA all records of inspections required to be maintained under § 234.109 (system malfunction at highway-rail grade crossings).

13. Certify that all locomotives are in proper condition and fit for service in accordance with 49 U.S.C. ch. 207 and 49 CFR part 229.

14. Obtain approval from the FRA Administrator that all requirements of this Order have been met and properly performed.

To obtain relief, BNGR must take the actions described above and submit all required information and certifications

to *Christian.Holt@dot.gov* and subsequently inform the FRA Administrator in writing that it believes all of the requirements of this Order have been met. FRA will conduct verification inspections and will inform BNGR in writing whether it is in compliance with this Order so that the Order may be lifted. If FRA does not lift the Order, FRA's written response will specifically describe what additional measures need to be taken to meet all of the requirements of this Order.

Partial Relief

For FRA to consider granting partial relief from this Order, BNGR must submit a written plan for approval to *Christian.Holt@dot.gov* that provides a detailed explanation of the partial relief sought, the specific measures that BNGR proposes to ensure the safety of any operations to be permitted, and the period of time for which such partial relief is sought.

Any partial relief provided will remain subject to BNGR's compliance with its approved written plan to provide safety measures, limitations on operations, and time periods for each component part of the partial relief. Failure to comply with any material provision of the approved plan will result in the partial relief being revoked.

Penalties

Any violation of this Order or the terms of any approved written plan pursuant to this Order subjects the person (railroad carrier) committing the violation to a civil penalty of up to \$35,516 for ordinary violations and \$142,063 for aggravated violations for each day the violation continues. 49 U.S.C. 21301; 88 FR 89551 (Dec. 28, 2023). Any individual (railroad personnel) who willfully violates a provision stated in this Order is subject to civil penalties under 49 U.S.C. 21301. In addition, such an individual (railroad personnel) whose violation of this Order demonstrates the individual's unfitness for safety-sensitive service may be removed from safety-sensitive service on the railroad under 49 U.S.C. 20111.

If appropriate, FRA may pursue criminal penalties under 49 U.S.C. 522(a) and 49 U.S.C. 21311(a), as well as 18 U.S.C. 1001, for the knowing and willful falsification of a report required by this Order. FRA may, through the Attorney General, also seek injunctive relief to enforce this Order. 49 U.S.C. 20112.

Effective Date and Notice to Affected Persons

This Order takes effect at 12:01 a.m., C.S.T., on February 3, 2024, and applies

to operations of all trains, locomotives, and any other on-track rail vehicles or equipment. Notice of this Order will be provided by publishing it in the **Federal Register**. Copies of this Order will be sent by email prior to publication to BNGR, ODOT, and BIA.

Review

Opportunity for formal review of this Order will be provided in accordance with 49 U.S.C. 20104(b) and 5 U.S.C. 554. Administrative procedures governing such review are found at 49 CFR part 211. See 49 CFR 211.47, 211.71, 211.73, 211.75, and 211.77.

Issued in Washington, DC, on February 2, 2024.

Amitabha Bose,
Administrator.

[FR Doc. 2024-02536 Filed 2-7-24; 8:45 am]

BILLING CODE 4910-06-P

DEPARTMENT OF TRANSPORTATION

Federal Transit Administration

FY 2024 Competitive Funding Opportunity: Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

AGENCY: Federal Transit Administration (FTA), Department of Transportation (DOT).

ACTION: Notice of funding opportunity (NOFO).

SUMMARY: The Federal Transit Administration (FTA) announces the opportunity to apply for approximately \$1.10 billion in competitive grants under the fiscal year (FY) 2024 Low or No Emission Grant Program (Low-No Program) (Federal Assistance Listing: 20.526) and approximately \$390 million in competitive grants under the FY 2024 Grants for Buses and Bus Facilities Program (Buses and Bus Facilities Program) (Federal Assistance Listing 20.526), subject to availability of appropriated funding.

DATES: Complete proposals must be submitted electronically through the *GRANTS.GOV* "APPLY" function by 11:59 p.m. eastern time on April 25, 2024. Prospective applicants should initiate the process by registering on the *GRANTS.GOV* website promptly to ensure completion of the application process before the submission deadline.

ADDRESSES: Instructions for applying can be found on FTA's website at <https://www.transit.dot.gov/howtoapply> and in the "FIND" module of *GRANTS.GOV*. The funding opportunity ID is FTA-2024-003-TPM-

LWNO for Low-No applications and FTA–2024–004–TPM–BUS for Buses and Bus Facilities applications. Please note, if an applicant is choosing to apply to both programs, the applicant must submit a separate *GRANTS.GOV* package to each opportunity ID. Applicants should also select both programs and respond to all questions needed for both programs on the supplemental form. Mail and fax submissions will not be accepted.

FOR FURTHER INFORMATION CONTACT:

Either Program may be contacted by email at FTALowNoBusNOFO@dot.gov, or applicants may call Kirsten Wiard-Bauer, FTA Office of Program Management, at 202–366–7052.

SUPPLEMENTARY INFORMATION: As required by Federal public

transportation law, Low-No Program funds will be awarded competitively for the purchase or lease of low or no emission vehicles that use advanced technologies for transit revenue operations, including related equipment or facilities. As required by Federal public transportation law, Buses and Bus Facilities Program funds will be awarded competitively to assist in the financing of capital projects to replace, rehabilitate, purchase, or lease buses and related equipment, and to rehabilitate, purchase, construct or lease bus-related facilities. Any zero-emission project(s) or components of a project will include costs for workforce development, unless the applicant certifies funds are not needed for this purpose. In general, projects may include costs incidental to the

acquisition of buses or to the construction of facilities, such as the costs of related workforce development and training activities, and project administration expenses, as long as the project proposed includes and results in an eligible capital asset being leased, purchased, or built. As these two programs have overlapping eligibilities and must be implemented on the same timeline as required by 49 U.S.C. 5339, FTA is publishing this joint NOFO. Per Federal public transportation law, FTA will award grants for these programs within 75 days after the date this solicitation expires from funds available for award at that time. FTA may award additional funding that is made available to the programs prior to the announcement of project selections.

SUMMARY OVERVIEW OF KEY INFORMATION: LOW OR NO EMISSION (LOW-NO) PROGRAM AND THE GRANTS FOR BUSES AND BUS FACILITIES COMPETITIVE (BUSES AND BUS FACILITIES) PROGRAM

Issuing agency	Federal Transit Administration, US Department of Transportation
Program Overview	The <i>Low-No Program</i> provides funding for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities such as recharging, refueling, and maintenance facilities. The <i>Buses and Bus Facilities Program</i> provides funding for capital projects to replace, rehabilitate, purchase, or lease buses and related equipment, or to rehabilitate, purchase, construct, or lease bus-related facilities.
Eligible Applicants	<i>Low-No Program:</i> Designated recipients, States (including territories and Washington, DC), local governmental authorities, and Indian tribes. Proposals for funding projects in rural areas must be submitted as part of a State application. <i>Buses and Bus Facilities Program:</i> Designated recipients that allocate funds to fixed route bus operators, States (including territories and Washington, DC), or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation.
Eligible Project Types	<i>Low-No Program:</i> • Purchase or lease low or no emission buses; • Acquiring low or no emission buses with a leased power source; • Constructing or leasing facilities and related equipment (including intelligent technology and software) for low or no emission buses; • Constructing new public transportation facilities to accommodate low or no emission buses; • Rehabilitating or improving existing public transportation facilities to accommodate low or no emission buses; • Additionally, 0.5% of the Federal request may be used for workforce development training and an additional 0.5% may be used for training at the National Transit Institute (NTI). Note, applicants proposing any project related to zero-emission vehicles and related facilities must also spend 5% of their award on workforce development and training as outlined in their Zero-Emission Fleet Transition Plan, unless the applicant certifies that their financial need is less. <i>Buses and Bus Facilities Program:</i> • Capital projects to replace, rehabilitate, purchase, or lease buses, vans, or related equipment; • Rehabilitate, purchase, construct, or lease bus-related facilities regardless of propulsion type or emissions; • Additionally, 0.5% of the Federal request may be used for workforce development training and an additional 0.5% may be used for training at the National Transit Institute (NTI). Note, applicants proposing any project related to zero-emission vehicles and related facilities must also spend 5% of their award on workforce development and training as outlined in their Zero-Emission Fleet Transition Plan, unless the applicant certifies that their financial need is less.
Funding	<i>Low-No Program:</i> \$1,103,963,762. <i>Buses and Bus Facilities Program:</i> \$390,045,823. Additional funds made available prior to project selection may be allocated to eligible projects.
Deadline	April 25, 2024 at 11:59 p.m. eastern time.

Table of Contents

A. Program Description
B. Federal Award Information
C. Eligibility Information
D. Application and Submission Information
E. Application Review Information
F. Federal Award Administration

Information
G. Federal Awarding Agency Contacts
H. Other Information

A. Program Description

This is a joint NOFO that announces the availability of FY 2024 funding for

both the Low-No and the Buses and Bus Facilities Programs.

Federal public transportation law (49 U.S.C. 5339(c)) authorizes FTA to award grants for low or no emission bus projects through a competitive process, as described in this notice. The Low-No

Program provides funding to States (including territories and Washington, DC), local governmental authorities, and tribal governments for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities such as recharging, refueling, and maintenance facilities.

Federal public transportation law (49 U.S.C. 5339(b)) authorizes FTA to award grants for the Buses and Bus Facilities Program through a competitive process, as described in this notice. Grants under this program are for capital projects to replace, rehabilitate, purchase, or lease buses and related equipment, or to rehabilitate, purchase, construct, or lease bus-related facilities.

The Department seeks to fund projects under the Low-No and the Buses and Bus Facilities Programs that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619).

In addition, the Department seeks to fund projects under the Low-No and the Buses and Bus Facilities Programs that create proportional impacts to all populations in a project area, remove transportation related disparities to all populations in a project area, and increase equitable access to project benefits, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009). The Department also seeks to award projects that address equity and environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619). In addition, the Department intends to use the Low-No and the Buses and Bus Facilities Programs to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, *Worker Organizing and Empowerment* (86 FR

22829) and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act* (86 FR 64335). The Department also intends to use the Low-No and the Buses and Bus Facilities Programs to support wealth creation, consistent with the Department's Equity Action Plan (<https://www.transportation.gov/priorities/equity/equity-action-plan>), through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises.

In order to support efficient and cost-effective vehicle procurements, FTA will provide priority consideration to applicants that identify their intent to use a procurement method that reduces vehicle customization, by either: identifying an intent for a joint procurement with at least three total transit agencies using a common specification; or committing to using a standard vehicle model. To strengthen the American vehicle manufacturing industry and reduce the financial burden the industry currently faces, FTA will give priority consideration to applicants that identify their intent to use contract terms that provide funding to vehicle original equipment manufacturer (OEMs) earlier in the production process, either by using advance payments or progress payments.

B. Federal Award Information

Federal public transportation law (49 U.S.C. 5338(a)(2)(N)) authorizes \$74,963,762 in FY 2024 for the Low-No Program. The 2021 Bipartisan Infrastructure Law (BIL) (enacted as the Infrastructure Investment and Jobs Act, Pub. L. 117–58) provided an additional \$1,029,000,000 in advance appropriations for FY 2024 grants after accounting for the authorized takedown for administrative and oversight expenses and the Office of Inspector General (OIG). A grand total of \$1,103,963,762 is being made available for the FY 2024 Low-No Program under this notice, subject to appropriations. Additional funds made available prior to project selection may be allocated to eligible projects.

As required by Federal public transportation law (49 U.S.C. 5339(c)(5)), a minimum of 25 percent of the amount awarded under the Low-No Program will be awarded to low-emission projects other than zero-emission vehicles and related facilities. For FY 2024, \$275,990,941 is specifically set aside by law for low-emission projects through the Low-No Program.

In FY 2023, the Low-No program received applications for 210 projects requesting a total of \$4,199,934,378. Eighty-three projects were funded for a total of \$1,216,941,396.

Federal public transportation law (49 U.S.C. 5338(a)(2)(N)) authorizes \$393,559,749 in FY 2024 funds for the Buses and Bus Facilities Program. After the oversight takedown of \$3,513,926, FTA is announcing the availability of \$390,045,823 for the Buses and Bus Facilities Program through this notice, subject to appropriations. Additional funds made available prior to project selection may be allocated to eligible projects.

As required by Federal public transportation law at 49 U.S.C. 5339(b)(5), a minimum of 15 percent of the amount awarded under the Buses and Bus Facilities Program will be awarded to projects located in rural areas. As required by 49 U.S.C. 5339(b)(8), no single grant recipient will be awarded more than 10 percent of the amount made available. In FY 2023, the program received applications for 265 projects requesting a total of \$4,492,423,860. Forty-seven projects were funded for a total of \$472,922,707.

An applicant may submit a project to both the Buses and Bus Facilities Program and the Low-No Program, or submit the project only to the Low-No Program or only to the Buses and Bus Facilities Program. Applicants are encouraged to submit projects for consideration under both programs whenever practicable. A project submitted to both programs must be eligible in its entirety under both programs, and therefore must be a low or no emission project with no standard propulsion vehicles or facilities and equipment unrelated to low or no emission bus implementation, and must request or provide a scalable amount of no more than the equivalent of 10 percent of the funding available under the Buses and Bus Facilities Program. If a project submitted for consideration under both programs is selected for funding, FTA will exercise its discretion to determine under which program the project will receive an award. Please note that if submitting to both programs, the application package must be submitted twice at [GRANTS.GOV](https://www.grants.gov), once to funding opportunity ID FTA–2024–003–TPM–LWNO for Low-No and once to FTA–2024–004–TPM–BUS for Buses and Bus Facilities. If there are not enough eligible requests for either the low-emission set-aside under the Low-No Program or the rural set-aside under the Buses and Bus Facilities Program, and eligible applications that would qualify under either of those set-asides

were submitted only to the other program, FTA may contact such applicants to request additional information in order to consider them under the program for which they would satisfy a statutory set-aside.

FTA may cap the amount a single recipient or State may receive as part of the selection process for either program.

FTA will grant pre-award authority to incur costs for selected projects beginning on the date FY 2024 project selections are announced on FTA's website. Funds are available for obligation for three fiscal years after the fiscal year in which the competitive awards are announced. Funds are available only for eligible costs incurred after announcement of project selections. FTA intends to fund as many meritorious projects as possible.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for the Low or No Emission Program include designated recipients, States (including territories and Washington, DC), local governmental authorities, and Indian tribes. To be considered eligible, applicants must be able to demonstrate the requisite legal, financial, and technical capabilities to receive and administer Federal funds under this program. Assistance on this requirement is available from FTA's Regional Offices.

Eligible applicants for the Buses and Bus Facilities Program include designated recipients that allocate funds to fixed route bus operators, States (including territories and Washington, DC), or local governmental entities that operate fixed route bus service, and Indian tribes. Eligible subrecipients include all otherwise eligible applicants and also private nonprofit organizations engaged in public transportation. Eligible subrecipients are not required to operate fixed route bus service.

Except for projects proposed by Indian tribes, all proposals for projects in rural (non-urbanized) areas—defined as any area that has not been designated in the 2020 Census as an “urban area” with at least 50,000 in population by the Secretary of Commerce—must be submitted by a State, either individually or as part of a consolidated State application. States and other eligible applicants may also submit consolidated proposals for projects in urbanized areas. The submission of a statewide or consolidated urbanized area application does not preclude any other eligible recipients in an urbanized area or in a State from also submitting a separate application. Proposals may

contain projects to be implemented by the recipient or its subrecipients.

As permitted under Federal public transportation law (49 U.S.C. 5339(b)(10), (c)(8)), an applicant proposing a low or no emission project under both the Buses and Bus Facilities Program and the Low-No Program, or an applicant proposing only a low or no emission project under the Low-No program, may include partnerships with other entities that intend to participate in the implementation of the project, including, but not limited to, specific vehicle manufacturers, equipment vendors, owners or operators of related facilities, or project consultants. If an application that involves such a partnership is selected for funding, the project will be deemed to satisfy the requirement for a competitive procurement under 49 U.S.C. 5325(a) for the named entities. Applicants are advised that any changes to the proposed partnership will require FTA written approval, must be consistent with the scope of the approved project, and may necessitate a competitive procurement.

2. Cost Sharing or Matching

The maximum Federal share for projects that involve leasing or acquiring transit buses (including clean fuel or alternative fuel vehicles) for purposes of complying with or maintaining compliance with the Clean Air Act (CAA) or the Americans with Disabilities Act (ADA) of 1990 is 85 percent of the net project cost.

The maximum Federal share for the cost of acquiring, installing, or constructing vehicle-related equipment or facilities (including clean fuel or alternative fuel vehicle-related equipment or facilities) for purposes of complying with or maintaining compliance with the CAA or ADA is 90 percent of the net project cost of such equipment or facilities that are attributable to compliance with the CAA or ADA. The award recipient must itemize the cost of specific, discrete, vehicle-related equipment or facility components associated with compliance with the CAA or ADA to be eligible for the maximum 90 percent Federal share for these costs. The Federal share of the cost of other projects shall not exceed 80 percent.

Eligible sources of match include the following: cash from non-Government sources other than revenues from providing public transportation services; revenues derived from the sale of advertising and concessions; amounts received under a service agreement with a State or local social service agency or private social service organization;

revenues generated from value capture financing mechanisms; funds from an undistributed cash surplus; replacement or depreciation cash fund or reserve; new capital; or in-kind contributions. Transportation development credits or in-kind match may be used for local match if identified and documented in the application. Other Federal funds from non-U.S. Department of Transportation sources may only be used as match (Federal fund braiding) if the proposed project is eligible under the other Federal program and the other Federal program providing the matching funds expressly authorizes its funds to fulfill the match requirement of other Federal programs. Learn more about Federal fund braiding at <https://www.transit.dot.gov/regulations-and-programs/ccam/about/coordinating-council-access-and-mobility-ccam-federal-fund>.

3. Eligible Projects

Under the Low-No Program (49 U.S.C. 5339(c)), eligible projects include projects or programs of projects in an eligible area for: (1) purchasing or leasing low or no emission buses; (2) acquiring low or no emission buses with a leased power source; (3) constructing or leasing facilities and related equipment for low or no emission buses; (4) constructing new public transportation facilities to accommodate low or no emission buses; or (5) rehabilitating or improving existing public transportation facilities to accommodate low or no emission buses (49 U.S.C. 5339(c)(1)(B)). As required by Federal public transportation law (49 U.S.C. 5339(c)(5)), FTA will consider only eligible projects relating to the acquisition or leasing of low or no emission buses or bus facilities that make greater reductions in energy consumption and harmful emissions than comparable standard buses or other low or no emission buses. A single application may include both vehicle and facility components, along with associated equipment and workforce development plans.

A low or no emission bus is defined as a passenger vehicle used to provide public transportation that sufficiently reduces energy consumption or harmful emissions, including direct carbon emissions, when compared to a standard vehicle. The statutory definition includes zero-emission transit buses, which are defined as buses that produce no direct carbon emissions and no particulate matter emissions under any and all possible operational modes and conditions. Examples of zero-emission bus technologies include, but are not limited to, hydrogen fuel-cell

buses, battery-electric buses, and rubber tire trolley buses powered by overhead catenaries. All new transit bus models must successfully complete FTA bus testing for production transit buses pursuant to FTA's Bus Testing regulation (49 CFR part 665) in order to be procured with funds awarded under the Low-No Program. All transit vehicles must be procured from certified transit vehicle manufacturers in accordance with the Disadvantaged Business Enterprise (DBE) regulations (49 CFR part 26). The development or deployment of prototype vehicles is not eligible for funding under the Low-No Program.

Eligible projects for the Buses and Bus Facilities Program include capital projects to replace, rehabilitate, purchase, or lease buses, vans, or related equipment; or to rehabilitate, purchase, construct, or lease bus-related facilities regardless of propulsion type or emissions. A single application may include both vehicle and facility components, along with associated equipment and workforce development activities.

Recipients are permitted to use up to 0.5 percent of their requested grant award for workforce development activities eligible under Federal public transportation law (49 U.S.C. 5314(b)), including on-the-job training, labor-management partnership training, and registered apprenticeships, and an additional 0.5 percent for costs associated with training at the National Transit Institute. Supportive services are an eligible use of program funds under 49 U.S.C. 5314(b). Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups such as mentoring, support groups, and peer networking. See: <https://www.transit.dot.gov/funding/grants/federal-transit-administration-faqs-supportive-services>.

For applicants proposing any project related to zero-emission vehicles (including vehicles, facilities, equipment, etc.) for either program, 5 percent of the total requested Federal amount attributable to zero-emission project components, including the workforce development activities but not including the required local share, must be used for workforce development to retrain the existing workforce and develop the workforce of

the future, including registered apprenticeships and other joint labor-management training programs, as outlined in the applicant's Zero-Emission Transition Plan (see Section E(1)(c) of this notice), as well as supportive services, unless the applicant certifies via the application that less funding is needed to carry out the Plan. Applicants must identify the proposed use of funds for these activities in the project proposal and identify them separately in the project budget. These amounts are additional, not a take-down, from other eligible project expenses. For example, if an application includes a Federal request of \$95,000 for total capital costs of zero-emission vehicles and associated equipment, an additional Federal request of \$5,000 should be included in the budget for workforce development expenses for a total Federal request of \$100,000. The local share for the vehicles, equipment, and workforce development is in addition to the \$100,000 Federal request. Applicants are encouraged to discuss training needs with their workforce and to develop training plans in collaboration with unions and other workforce representatives, as well as with workforce boards, community colleges, and other workforce organizations. Applicants that propose not to use the full 5 percent available must include an explanation as to why the funds are not needed.

If a single project proposal involves multiple public transportation providers, such as when an agency acquires vehicles that will be operated by another agency, the proposal must include a detailed statement regarding the role of each public transportation provider in the implementation of the project.

D. Application and Submission Information

1. Address to Request Application Package

Applications must be submitted electronically through *GRANTS.GOV*. General information for accessing and submitting applications through *GRANTS.GOV* can be found at <https://www.transit.dot.gov/howtoapply> along with specific instructions for the forms and attachments required for submission. Mail or fax submissions of completed proposals will not be accepted. A complete proposal submission for each program consists of two forms: the SF-424 Application for Federal Assistance (available at *GRANTS.GOV*) and the supplemental form for the FY 2024 Low-No and Buses

and Bus Facilities Programs (downloaded from *GRANTS.GOV* or the FTA website at <https://www.transit.dot.gov/funding/grants/lowno>). The same supplemental form will be used to apply to either program or both programs. However, please note that if an applicant is applying to both programs, they must submit the materials through each of the *GRANTS.GOV* opportunity IDs listed for each program. Failure to submit the information as requested can delay review or disqualify the application.

2. Content and Form of Application Submission

a. Proposal Submission

A complete proposal submission for each program consists of two forms: (1) the SF-424 Application for Federal Assistance; and (2) the supplemental form for the FY 2024 Low-No and Buses and Bus Facilities Programs. The supplemental form and any supporting documents must be attached to the "Attachments" section of the SF-424. The application must include responses to all sections of the SF-424 Application for Federal Assistance and the supplemental form, unless indicated as optional. The information on the supplemental form will be used to determine applicant and project eligibility for the program, and to evaluate the proposal against the selection criteria described in Section E of this notice.

FTA will accept only one supplemental form per SF-424 submission. FTA encourages States and other applicants to consider submitting a single supplemental form that includes multiple activities to be evaluated as a consolidated proposal. If a State or other applicant chooses to submit separate proposals for individual consideration by FTA, each proposal must be submitted using a separate SF-424 and supplemental form.

Applicants may attach additional supporting information to the SF-424 submission, including but not limited to letters of support, project budgets, fleet status reports, or excerpts from relevant planning documents. Applicants for zero-emission projects must attach the fleet transition plan. Any supporting documentation must be described and referenced by file name in the appropriate response section of the supplemental form, or it may not be reviewed.

Information such as applicant name, Federal amount requested, local match amount, description of areas served, etc. may be requested in varying degrees of detail on both the SF-424 and

supplemental form. Applicants must fill in all fields unless stated otherwise on the forms. If information is copied into the supplemental form from another source, applicants should verify that pasted text is fully captured on the supplemental form and has not been truncated by the character limits built into the form. Applicants should use both the “Check Package for Errors” and the “Validate Form” validation buttons on both forms to check all required fields on the forms, and ensure that the Federal and local amounts specified are consistent. Applicants should enter their information in the supplemental form (fillable PDF) that is made available on FTA’s website or through the *GRANTS.GOV* application package and should attach this to the application in its original format. Applicants should not use scanned versions of the form, “print” the form to PDF, convert or create a version using another text editor, etc.

Projects proposed by Indian tribes that request less than \$1 million in Federal funds do not need to provide a narrative response for the following criteria on the Supplemental Form: Demonstration of Benefits; Planning and Local/Regional Prioritization; Technical, Legal, and Financial Capacity; or any of Section IV Additional Considerations.

The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

b. Application Content

The SF-424 Application for Federal Assistance and the supplemental form will prompt applicants for the required information, including:

- i. Applicant name.
- ii. Unique Entity ID (UEI) assigned by *SAM.GOV*.
- iii. Key contact information (including contact name, address, email address, and phone).
- iv. Congressional district(s) where project will take place.
- v. Project information (including title, an executive summary, and type).
- vi. A detailed description of the need for the project.
- vii. A detailed description on how the project will support either Program’s objectives.
- viii. Evidence that the project is consistent with local and regional planning documents.
- ix. Evidence that the applicant can provide the local cost share.
- x. A description of the technical, legal, and financial capacity of the applicant.

xi. A detailed project budget identifying the amounts requested, amounts of other Federal funds, if any, and amounts of non-Federal funds.

xii. An explanation of the scalability of the project—Applicants are encouraged to identify scaled funding options in case insufficient funding is available to fund a project at the full requested amount. If an applicant indicates that a project is scalable, the applicant must provide an appropriate minimum funding amount that will fund an eligible project that achieves the objectives of the program and meets all relevant program requirements. Proposed scalable projects must still result in a station or passenger facility with full accessibility to and usability by persons with disabilities, including persons who use wheelchairs. The applicant must provide a clear explanation of how the project budget would be affected by a reduced award. FTA may award a lesser amount regardless of whether a scalable option is provided.

xiii. Details on the non-Federal matching funds.

xiv. Details on any other Federal funds awarded or applied for.

xv. A detailed project timeline.

xvi. Address all the applicable criteria and priority considerations identified in Section E.

Except for the information properly marked as described in Section H, the Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to: (1) be registered in *SAM.GOV* before submitting an application; (2) provide a valid unique entity identifier in its application; and (3) continue to maintain an active *SAM.GOV* registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by FTA. These requirements do not apply if the applicant has an exemption approved by FTA pursuant to 2 CFR 25.110(c), or is otherwise excepted from registration requirements. FTA may not make an award until the applicant has complied with all applicable unique entity identifier and *SAM.GOV* requirements. If an applicant has not fully complied with the requirements by the time FTA is ready to make an award, FTA may determine that the applicant is not qualified to receive an award and

use that determination as a basis for making a Federal award to another applicant.

All applicants must provide a unique entity identifier provided by *SAM.GOV*. Registration in *SAM.GOV* may take as little as 3–5 business days, but since there could be unexpected steps or delays (for example, if there is a need to obtain an Employer Identification Number), FTA recommends allowing ample time, up to several weeks, for completion of all steps. For additional information on obtaining a unique entity identifier, please visit <https://www.sam.gov/>.

4. Submission Dates and Times

Project proposals must be submitted electronically through *GRANTS.GOV* by 11:59 p.m. Eastern time on April 25, 2024. *GRANTS.GOV* attaches a time stamp to each application at the time of submission. Proposals submitted after the deadline will only be considered under extraordinary circumstances not under the applicant’s control. Mail and fax submissions will not be accepted.

Within 48 hours after submitting an electronic application, the applicant should receive an email message from *GRANTS.GOV* with confirmation of successful transmission to *GRANTS.GOV*. If a notice of failed validation or incomplete materials is received, the applicant must address the reason for the failed validation, as described in the email notice, and resubmit before the submission deadline. If making a resubmission for any reason, include all original attachments regardless of which attachments were updated and check the box on the supplemental form indicating this is a resubmission.

FTA urges applicants to submit applications at least 72 hours prior to the due date to allow time to receive the validation messages and to correct any problems that may have caused a rejection notification. *GRANTS.GOV* scheduled maintenance and outage times are announced on the *GRANTS.GOV* website. Deadlines will not be extended due to scheduled website maintenance.

Applicants are encouraged to begin the process of registration on the *GRANTS.GOV* site well in advance of the submission deadline. Registration is a multi-step process, which may take several weeks to complete before an application can be submitted. Registered applicants may still be required to take steps to keep their registrations up to date before submissions can be made successfully. For example, (1) registration in *SAM.GOV* is renewed annually, and (2) persons making

submissions on behalf of the Authorized Organization Representative (AOR) must be authorized in *GRANTS.GOV* by the AOR to make submissions.

5. Funding Restrictions

Funds under this NOFO cannot be used to reimburse applicants for otherwise eligible expenses incurred prior to FTA award of a grant agreement until FTA has issued pre-award authority for selected projects. FTA will issue pre-award authority to incur costs for selected projects beginning on the date that project selections are announced. FTA does not provide pre-award authority for competitive funds until projects are selected, and even then, there are Federal requirements that must be met before costs are incurred. FTA will issue specific guidance to awardees regarding pre-award authority at the time of selection. For more information about FTA's policy on pre-award authority, please see the most recent Apportionment Notice on FTA's website. Refer to Section C.3., Eligible Projects, for information on activities that are allowable in this grant program. Allowable direct and indirect expenses must be consistent with the Governmentwide Uniform Administrative Requirements and Cost Principles (2 CFR part 200) and FTA Circular 5010.1E. Funds may not be used to support or oppose union organizing.

6. Other Submission Requirements

All applications must be submitted via the *GRANTS.GOV* website. FTA does not accept applications on paper, by fax, email, or other means. For information on application submission requirements, please see Section D.1. of this notice, Address to Request Application.

E. Application Review Information

1. Criteria

Projects will be evaluated primarily on the responses provided in the supplemental form. Additional information may be provided to support the responses; however, any additional documentation must be directly referenced on the supplemental form, including the file name where the additional information can be found. FTA will evaluate proposals based on the criteria described in this notice.

Projects proposed by Indian tribes that request less than \$1 million in Federal funds only need to provide complete narrative responses to the Demonstration of Need and Local Financial Commitment criteria and a

partial response to the Project Implementation Strategy criterion, consisting of a project timeline as well as (if applicable) a discussion on their proposed partner's qualifications. All applicants that are proposing a zero-emission project, including tribes requesting less than \$1 million, are required by law to submit a Zero-Emission Fleet Transition Plan.

If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the application should demonstrate that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the application should show that vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the application should either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.

a. Demonstration of Need

Since the purpose of these programs is to fund vehicles and facilities, applications will be evaluated based on the quality and extent to which they demonstrate how the proposed project will address an unmet need for capital investment in vehicles and/or supporting facilities. For example, an applicant may demonstrate that it requires additional or improved charging or maintenance facilities for low or no emission vehicles, that it intends to replace existing vehicles that have exceeded their minimum useful life, or that it requires additional vehicles to meet current ridership demands or expand services to better connect underserved communities.

FTA will evaluate an applicant's responses to the following criteria when assessing the need for capital investment underlying the proposed project:

For bus projects (replacement or expansion):

For replacement requests, applicants must provide information on the age, condition, and performance of the

vehicles to be replaced by the proposed project. Vehicles to be replaced must have met their minimum useful life at the time of project completion. For service expansion requests, applicants must provide information on the proposed service expansion and the benefits for transit riders and the community from the new service. For all vehicle projects, the proposal must address whether the project conforms to FTA's spare ratio guidelines. Vehicles funded under these programs are not exempt from FTA's standard spare ratio requirements, which apply to and are calculated based on the agency's entire fleet. Applicants that are introducing zero-emission vehicles into their fleet may consider including vehicles that have already met their minimum useful life in a contingency fleet, which is not included in the spare ratio calculation. Additionally, applicants who may need to exceed the spare ratio for a temporary period are encouraged to work with their FTA Regional Office to determine what flexibilities may be afforded to them and include reference to that in their application.

For bus facility and equipment projects (replacement, rehabilitation, or expansion):

For replacement requests, applicants must provide information on the age and condition of the asset to be rehabilitated or replaced relative to its minimum useful life. For expansion requests, applicants must provide information on the proposed expansion and the reason that transit riders and the community need the expansion.

b. Demonstration of Benefits

i. Low or No Emissions Program

Applicants to the Low-No Program must demonstrate how the proposed project will support the statutory requirements of the Low-No Program (See 49 U.S.C. 5339(c)(5)(A)). In particular, FTA will evaluate the quality and extent to which applications demonstrate how the proposed project will: (1) Reduce Energy Consumption; (2) Reduce Harmful Emissions; and (3) Reduce Direct Carbon Emissions.

Reduce Energy Consumption: Applicants must describe how the proposed project will reduce energy consumption. FTA will evaluate applications based on the degree to which the proposed technology reduces energy consumption as compared to comparable standard vehicle propulsion technologies.

Reduce Harmful Emissions:

Applicants must demonstrate how the proposed vehicles or facility will reduce the emission of particulates that create

local air pollution, which leads to local environmental health concerns, smog, and unhealthy ozone concentrations. FTA will evaluate the rate of particulate emissions by the proposed vehicles or vehicles to be supported by the proposed facility, compared to the emissions from the vehicles that will be replaced or moved to the contingency fleet as a result of the proposed project, as well as comparable standard buses.

Reduce Direct Carbon Emissions:

Applicants should demonstrate how the proposed vehicles or facility will reduce emissions of greenhouse gases from transit vehicle operations. FTA will evaluate the rate of direct carbon emissions by the proposed vehicles or vehicles to be supported by the proposed facility, compared to the emissions from the vehicles that will be replaced or moved to the contingency fleet as a result of the proposed project, as well as comparable standard buses.

ii. Grants for Buses and Bus Facilities Program

Applicants to the Buses and Bus Facilities Program will be evaluated based on how well they describe how the proposed project will improve the safety of the transit system; improve the condition of, or otherwise modernize, the transit system; and enhance access and mobility within the service area, including improving reliability of service for riders, particularly for low-income or underserved communities and people with disabilities.

Safety: FTA will evaluate the potential for projects to provide positive safety benefits for all users, while not negatively impacting safety for all users. Applicants may describe how the project will reduce the frequency of safety events and/or improve the outcomes of safety events.

System Condition: FTA will evaluate the potential for replacement projects to improve the condition of the transit system by rehabilitating or replacing assets that are in poor condition or have surpassed their minimum or intended useful life benchmarks. Applicants may describe the benefits of reducing breakdowns and service interruptions; increasing service performance; and/or reducing the cost of maintaining outdated vehicles, facilities, and equipment.

Enhanced Access and Mobility: FTA will evaluate the potential for expansion projects to improve access and mobility for the transit riding public, particularly for low-income and underserved communities and people with disabilities, including improved headways, creation of new transportation choices, or eliminating

gaps in the current route network. Proposed benefits should be based on documented ridership demand, based on indicators like area population density, employment served, and existing and planned affordable housing in the corridor, and be well-described or documented through a study or route planning proposal.

Applicants that intend to apply to both programs must submit information that addresses the requirements of both programs as described above.

c. Planning and Local or Regional Prioritization

FTA will evaluate how the applicant demonstrates that the proposed project is consistent with local and regional long-range planning documents and local government priorities. FTA will evaluate applications based on the quality and extent to which the project is consistent with the transit priorities identified in the long-range plan for all proposals; contingency or illustrative projects included in that plan; or the locally developed human services public transportation coordinated plan. Applicants may submit copies of the relevant pages of such plans to support their application. FTA will consider how the project will support regional goals and applicants may submit support letters from local and regional planning organizations attesting to the consistency of the proposed project with these plans. Applicants are encouraged to also consult DOT's Promising Practices for Meaningful Public Involvement in Transportation Decision-Making at <https://www.transportation.gov/priorities/equity/promising-practices-meaningful-public-involvement-transportation-decision-making>.

Evidence of additional local or regional prioritization may include letters of support for the project from local government officials, public agencies, and non-profit or private sector supporters.

Applicants may also address how the proposed project will impact overall system performance, asset management performance, or specific performance measures tracked and monitored by the applying entity to demonstrate how the proposed project will address local and regional planning priorities.

For applications related to zero-emission vehicles (including vehicles, facilities, equipment, etc.) under either the Low-No or Buses and Bus Facilities programs, applicants are required by law (49 U.S.C. 5339(c)(3)(D)) to submit a Zero-Emission Fleet Transition Plan, including tribes that are requesting less than \$1 million. This plan must be a

separate document from other local or regional planning documents and must: (1) demonstrate a long-term fleet management plan with a strategy for how the applicant intends to use the current application and future acquisitions; (2) address the availability of current and future resources to meet costs for the transition and implementation; (3) consider policy and legislation impacting relevant technologies; (4) include an evaluation of existing and future facilities and their relationship to the technology transition; (5) describe the partnership of the applicant with the utility or alternative fuel provider; and (6) examine the impact of the transition on the applicant's current workforce by identifying skill gaps, training needs, and retraining needs of the existing workers of the applicant to operate and maintain zero-emission vehicles and related infrastructure and avoid the displacement of the existing workforce. FTA has developed resources for applicants regarding the development of this plan which can be found at <https://www.transit.dot.gov/funding/grants/zero-emission-fleet-transition-plan>. For agencies with smaller fleets, a fleet transition plan need not be complex and should be tailored as applicable, but it still must address all six elements. For applications from State departments of transportation, the State may either provide a fleet transition plan that covers some or all of the subrecipients, attach individual plans developed by the subrecipients, or a combination of both.

d. Local Financial Commitment

FTA will evaluate if the applicant identified the source of the local cost share and described whether such funds are currently available for the project or will need to be secured if the project is selected for funding. FTA will evaluate the availability of the local cost share as evidence of local financial commitment to the project. FTA will evaluate if the applicant submitted evidence of the availability of funds for the project; for example, by including a board resolution, letter of support from the State, a budget document highlighting the line item or section committing funds to the proposed project, or other documentation of the source of local funds. FTA will favorably view an applicant that proposes to use grant funds only for the incremental cost of new technologies over the cost of replacing vehicles with standard propulsion technologies. The applicant should also identify other Federal funds the applicant is applying for or has been

awarded, if any, that the applicant intends to use.

e. Project Implementation Strategy

FTA will rate projects higher if grant funds can be obligated within 12 months of selection and the project can be implemented within a reasonable time frame. In assessing when funds can be obligated, FTA will consider whether the project qualifies for a Categorical Exclusion (CE), or whether the required environmental work has been initiated or completed for projects that require an Environmental Assessment (EA) or Environmental Impact Statement (EIS) under the National Environmental Policy Act of 1969 (NEPA). As such, applicants should submit information describing the project's anticipated path and timeline through the environmental review process for all proposals, including those that may qualify for a CE. The proposal must state when grant funds can be obligated and indicate the timeframe under which the Metropolitan Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) can be amended to include the proposed project.

In assessing whether the proposed implementation plans are reasonable and complete, FTA will review the proposed project implementation plan, including all necessary project milestones and the overall project timeline. For projects that will require formal coordination, approvals, or permits from other agencies or project partners, the applicant must demonstrate coordination with these organizations and their support for the project, such as through letters of support.

Applicants that have identified a cooperative procurement strategy listed in Section 3019 of the Fixing America's Surface Transportation Act (Pub. L. 114–94; 49 U.S.C. 5325, note) are encouraged to describe the method chosen as part of their implementation plans and how such a cooperative procurement will reduce costs.

For proposals that involve a partnership with a manufacturer, vendor, consultant, or other third party, applicants must identify by name any project partners, including, but not limited to, other transit agencies, bus manufacturers, owners or operators of related facilities, or any expert consultants. Such partnerships are permitted under Federal public transportation law (49 U.S.C. 5339(b)(10), (c)(8)) only for applicants proposing a low or no emission project under both the Buses and Bus Facilities Program and the Low-No Program, or for

applicants proposing only a low or no emission project under the Low-No program. FTA will evaluate the experience and capacity of the named project partners to successfully implement the proposed project based on the partners' experience and qualifications. Applicants are advised to submit information on the partners' qualifications and experience as a part of the application. Entities to be involved in the project that are not named in the application must be selected through ordinary procurement processes.

f. Technical, Legal, and Financial Capacity

FTA will evaluate if the applicant demonstrates that they have the technical, legal, and financial capacity to undertake the project.

FTA will review relevant oversight assessments and records to determine whether there are any outstanding legal, technical, or financial issues with the applicant that would affect the outcome of the proposed project. Applicants with outstanding legal, technical, or financial compliance issues from an FTA compliance review or grant-related Single Audit finding must explain how corrective actions taken will mitigate negative impacts on the proposed project.

2. Review and Selection Process

A technical evaluation committee will evaluate proposals based on the published evaluation criteria. FTA may request additional information from applicants, if necessary. Based on the review of the technical evaluation committee, the FTA Administrator will determine the final selection of projects for program funding. In determining the allocation of program funds, FTA may consider geographic diversity, diversity in the size of the transit systems receiving funding, whether an applicant is from a small urban or rural area or is a tribal government, and the applicant's receipt of other competitive awards. FTA may also consider capping the amount a single applicant may receive.

After applying the above criteria, to support efficient and cost-effective vehicle procurements, FTA will provide priority consideration to applicants that identify their intent to use a procurement method that reduces vehicle customization, by either: identifying an intent for a joint procurement with at least three total transit agencies using a common specification; or, for low and no emission projects where the applicant proposes a vehicle OEM as a project partner, committing to using a standard

vehicle model without customizations and including a letter from the vehicle OEM that certifies the applicant will use the OEM's standard model (see Section E.1.e. and Section C.1. of this notice for information on the partnership provision). The applicant should identify the proposed approach, other partners if applicable, and how the procurement approach reduces vehicle customization. FTA will evaluate each project on its own merits but may select an application that does not rate as highly as others if the applicant indicates its intent to pursue a joint procurement with other more highly rated participants in that procurement. FTA intends to weight this priority consideration greater than others.

To strengthen the American vehicle manufacturing industry and reduce the financial burden the industry currently faces, FTA will give priority consideration to applicants that identify their intent to use contract terms that provide funding to vehicle OEMs earlier in the production process, either by using advance payments or progress payments. For applicants that identify their intent to use advance payments, FTA will not require securitization beyond the advance payment amount. The applicant should identify how their proposed contracting terms will expedite payments to vehicle OEMs. FTA also intends to weight this priority consideration greater than others. The contract terms of selected applications may be reviewed by FTA prior to award.

To address climate change and improve sustainability, FTA will give priority consideration to applications that are expected to create significant community benefits relating to the environment, including those projects that incorporate low or no emission technology or specific elements to address greenhouse gas emissions and climate change impacts. For facility projects, FTA will give priority consideration to applications that include elements to strengthen the resilience of the community and/or the transit system with regard to climate change.

FTA will also prioritize a zero-emission project higher than other zero-emission projects if the applicant is able to demonstrate how the proposed project and fleet transition plan support the conversion of the agency's overall fleet to zero emissions.

Among vehicle applications that include at least 20 zero-emission 40-foot buses, FTA will give priority consideration to applications that identify greater emission reductions. To be considered for priority consideration, vehicle applications for at least 20 zero-

emission 40-foot buses must use the FTA Bus and Low-No Emission Reduction Calculator, which can be found at <https://www.transit.dot.gov/funding/grants/fta-bus-and-low-no-emission-reduction-calculator>, attach the file, and include the amount of reductions per vehicle in the supplemental form.

Among zero-emission applications, FTA will give priority consideration to zero-emission applicants that are able to demonstrate that they have consulted with workforce representatives on all aspects of the workforce section of the fleet transition plan; and include steps to provide or connect workers to supportive services (such as childcare and transportation assistance); and identify the use of at least one of the following in their plan (1) use of labor-management partnerships for training; (2) use of registered apprenticeship training to support skilling of incumbent and entry-level workers with focus on using registered apprenticeship to advance Black, Hispanic, Asian American, Native Hawaiian and Pacific Islanders, tribal, women, and other groups facing systemic barriers to employment that may be underrepresented in the current workforce, especially in higher-paying jobs.

FTA will also provide priority consideration for applicants that describe how their projects support workforce development, job quality, and wealth creation as follows:

Applicants for facility projects should identify whether they will commit to registered apprenticeship positions and use apprentices on the funded facility project, sometimes called an apprenticeship utilization requirement (e.g., requiring that a certain percent of all labor hours will be performed by registered apprentices); AND detail partnerships with high-quality workforce development programs with supportive services to help train, place, and retain underrepresented communities in jobs and registered apprenticeships on the facility project; and, for facility projects over \$35 million in total project cost, whether the project will use a Project Labor/Community Workforce Agreement AND, for facility projects over \$35 million, whether the recipient commits to participate in the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) Mega Construction Project Program if selected by OFCCP (see F.2.e. *Federal Contract Compliance*).

FTA will also give priority consideration to projects that support the Justice40 initiative. In support of

Executive Order 14008, DOT uses a geographic definition of Disadvantaged Communities as part of its implementation of the Justice40 Initiative. Consistent with the Interim Guidance for the Justice40 Initiative (see: <https://www.transportation.gov/priorities/equity/justice40/resources>), Disadvantaged Communities include (a) certain qualifying census tracts identified as disadvantaged due to categories of environmental, climate, and socioeconomic burdens, as identified by the Climate and Economic Justice Screening Tool, and (b) any federally Recognized tribes or tribal entities, whether or not they have land. Applicants should use the Climate & Economic Justice Screening Tool (CEJST), a tool created by the White House Council on Environmental Quality (CEQ), that aims to help Federal agencies identify disadvantaged communities as part of the Justice40 initiative to accomplish the goal that 40 percent of overall benefits from certain Federal investments reach disadvantaged communities. See <https://screeningtool.geoplatform.gov/>. Applicants should use the CEJST as the primary tool to identify disadvantaged communities (Justice40 communities). Applicants are strongly encouraged to supplement their use of the CEJST by employing the USDOT Equitable Transportation Community (ETC) Explorer to understand how their community or project area is experiencing disadvantage related to lack of transportation investments or opportunities. Through understanding how a community or project area is experiencing transportation-related disadvantage, applicants are able to address how the benefits of a project will reverse or mitigate the burdens of disadvantage and demonstrate how the project will address challenges and accrued benefits. See <https://www.transportation.gov/priorities/equity/justice40/etc-explorer>. Additionally, in support of the Justice40 Initiative, the applicant also should provide evidence of any strategies that the applicant has used in the planning process to seek out and consider the needs of those disadvantaged by existing transportation systems including public and community engagement. For technical assistance using either mapping tool, please contact GMO@dot.gov.

Due to funding limitations, projects that are selected for funding may receive less than the amount originally requested, even if an application did not present a scaled project option. In those cases, applicants must be able to

demonstrate that the proposed projects are still viable and can be completed with the amount awarded. See also <https://static-data-screeningtool.geoplatform.gov/data-versions/1.0/data/score/downloadable/CEQ-CEJST-Instructions.pdf>.

3. Integrity and Performance Review

Prior to making an award with a total amount of Federal share greater than the simplified acquisition threshold (currently \$250,000), FTA is required to review and consider any information about the applicant that is in the Federal Awardee Performance and Integrity Information Systems (FAPIIS) accessible through *SAM.GOV*. An applicant may review and comment on information about itself that a Federal awarding agency previously entered. FTA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206.

F. Federal Award Administration Information

1. Federal Award Notices

FTA will announce the final project selections on the FTA website. Selectees should contact their FTA Regional Offices for additional information regarding allocations for projects. At the time the project selections are announced, FTA will extend pre-award authority for the selected projects (see Section D.5 of this notice for more information). There is no blanket pre-award authority for these projects before announcement.

2. Administrative and National Policy Requirements

a. Grant Requirements

If selected, awardees will apply for a grant through FTA's Transit Award Management System (TrAMS). Recipients of funding in urban areas according to the 2020 Census are subject to the grant requirements of the Urbanized Area Formula Grants program (49 U.S.C. 5307), including those of FTA Circular "Urbanized Area Formula Program: Program Guidance and Application Instructions" (FTA.C.9030.1E). Recipients of funding in rural areas according to the 2020 Census are subject to the grant requirements of the Formula Grants for Rural Areas Program (49 U.S.C. 5311), including those of FTA Circular "Formula Grants for Rural Areas:

Program Guidance and Application Instructions” (FTA.C.9040.1G). All recipients must accept the FTA Master Agreement and follow FTA Circular “Award Management Requirements” (FTA.C.5010.1E) and the labor protections required by Federal public transportation law (49 U.S.C. 5333(b)). Technical assistance regarding these requirements is available from each FTA regional office.

By submitting a grant application, the applicant assures that it will comply with all applicable Federal statutes, regulations, executive orders, directives, FTA circulars and other Federal administrative requirements in carrying out any project supported by the FTA grant, including the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Further, the applicant acknowledges that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with FTA. The applicant understands that Federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The applicant agrees that the most recent Federal requirements will apply to the project unless FTA issues a written determination otherwise. The applicant must submit the Certifications and Assurances before receiving a grant if it does not have current certifications on file.

Applicants for the Buses and Bus Facilities Program are encouraged to utilize the innovative procurement practices found in Section 3019 of the Fixing America’s Surface Transportation Act (49 U.S.C. 5325, note). Please see details at <https://www.transit.dot.gov/funding/grants/innovative-procurement-leasing-fact-sheet-section-3019>. If selected for funding, any project that purchases fewer than five buses through a standalone procurement must provide a written explanation why the tools authorized under Section 3019 were not utilized.

As authorized by Section 25019 of the BIL, applicants are encouraged to implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by the grant, including pre-hire agreements, subject to any applicable State and local laws, policies, and procedures.

b. Buy America and Domestic Preferences for Infrastructure Projects

As expressed in Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers* (86 FR 7475), the Executive Branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Therefore, all capital procurements must comply with FTA’s Buy America requirements (49 U.S.C. 5323(j)), which require that all iron, steel, and manufactured products be produced in the United States. In addition, any award must comply with the Build America, Buy America Act (BABA) (Pub. L. 117–58, sections 70901–27). BABA provides that none of the funds provided under an award made pursuant to this notice may be used for a project unless all iron, steel, manufactured products, and construction materials are produced in the United States. FTA’s Buy America requirements are consistent with BABA requirements for iron, steel, and manufactured products.

Any proposal that will require a waiver of any domestic preference standard must identify the items for which a waiver will be sought in the application. Applicants should not proceed with the expectation that waivers will be granted.

c. Civil Rights Requirements

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR part 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan (alternatively called a Public Participation Plan and often part of the overall Title VI program plan), if applicable. DOT’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

d. Disadvantaged Business Enterprise

Recipients of planning, capital, or operating assistance that will award prime contracts (excluding transit vehicle purchases), the cumulative total of which exceeds \$250,000 in FTA funds in a Federal fiscal year, must

comply with the Disadvantaged Business Enterprise (DBE) program regulations (49 CFR part 26).

To be eligible to bid on any FTA-assisted vehicle procurement, entities that manufacture transit vehicles or perform post-production alterations or retrofitting must be certified Transit Vehicle Manufacturers (TVM). If a vehicle remanufacturer is responding to a solicitation for new or remanufactured vehicles with a vehicle to which the remanufacturer has provided post-production alterations or retrofitting (e.g., replacing major components such as engine to provide a “like new” vehicle), the vehicle remanufacturer must be a certified TVM.

The TVM rule requires that, prior to bidding on any FTA-assisted vehicle procurement, manufacturers of transit vehicles submit a DBE Program plan and annual goal methodology to FTA. FTA then will issue a TVM concurrence and certification letter. Grant recipients must verify each manufacturer’s TVM status before accepting its bid. A list of compliant, certified TVMs is posted on FTA’s website at <https://www.transit.dot.gov/TVM>. Recipients should contact FTA before accepting a bid from a manufacturer not on this list. In lieu of using a certified TVM, a recipient may establish project-specific DBE goals for its vehicle procurement. FTA will provide additional guidance as grants are awarded. For more information on DBE requirements, please contact Monica McCallum, FTA Office of Civil Rights, 206–220–7519, *Monica.McCallum@dot.gov*.

e. Federal Contract Compliance

As a condition of grant award and consistent with E.O. 11246, *Equal Employment Opportunity* (30 FR 12319, and as amended), all federally assisted construction contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by minorities. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor’s Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project

Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP may identify construction projects that receive an award under this notice that have a project cost above \$35 million to participate in OFCCP's Mega Construction Project Program. If selected and the applicant agrees to participate, OFCCP will ask selected project sponsors to make clear to prime contractors in the pre-bid phase that award terms may require their participation in the Mega Construction Project Program. Additional information on how OFCCP makes their selections for participation in the Mega Construction Project Program is outlined under "Scheduling" on the Department of Labor website: <https://www.dol.gov/agencies/ofccp/faqs/construction-compliance>. As authorized by Section 25019 of the BIL, applicants are encouraged to implement a local or other geographical or economic hiring preference relating to the use of labor for construction of a project funded by the grant, including pre-hire agreements, subject to any applicable State and local laws, policies, and procedures.

f. Critical Infrastructure Security, Cybersecurity, and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber risks, consistent with Presidential Policy Directive 21—Critical Infrastructure Security and Resilience, and the National Security Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for Federal funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving funds. FTA implements this requirement as follows:

Pursuant to 49 U.S.C. 5323(v), a recipient that operates a rail fixed guideway public transportation system must certify that the recipient has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks. Recipients subject to this requirement must:

1. Utilize the approach described by the voluntary standards and best practices developed under section 2(c)(15) of the National Institute of Standards and Technology Act (15 U.S.C. 272(c)(15)), as applicable;
 2. Identify hardware and software that the recipient determines should undergo third-party testing and analysis to mitigate cybersecurity risks, such as hardware or software for rail rolling stock under proposed procurements; and
 3. Utilize the approach described in any voluntary standards and best practices for rail fixed guideway public transportation systems developed under the authority of the Secretary of Homeland Security, as applicable.
- For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

TSA issued Security Directive 1582–21–01B, "Enhancing Public Transportation and Passenger Railroad Cybersecurity" on October 24, 2023. The Security Directive, which extends previous Security Directives, applies to all public passenger rail owners and operators identified in 49 CFR 1582.101, requires four critical actions:

1. Designate a cybersecurity coordinator who is required to be available to TSA and the DHS's CISA at all times (all hours/all days) to coordinate implementation of cybersecurity practices, and manage of security incidents, and serve as a principal point of contact with TSA and CISA for cybersecurity-related matters;
 2. Report cybersecurity incidents to CISA;
 3. Develop a Cybersecurity Incident Response Plan to reduce the risk of operational disruption should their Information and/or operational technology systems be affected by a cybersecurity incident; and
 4. Conduct a cybersecurity vulnerability assessment using the form provided by TSA and submit the form to TSA. The vulnerability assessment will include an assessment of current practices and activities to address cyber risks to information and operational technology systems, identify gaps in current cybersecurity measures, and identify remediation measures and a plan for the owner/operator to implement the remediation measures to address any vulnerabilities and gaps.
- Applicants subject to the Directive must certify compliance with the directive to receive the grant award.

In addition, TSA issued Information Circular IC–2021–01, "Enhancing

Surface Transportation Cybersecurity", dated December 31, 2021, which applies to each passenger railroad, public transportation agency, or rail transit system owner/operator identified in 49 CFR 1582.1. This circular provides the same four recommendations for enhancing cybersecurity practices listed above. While this document is guidance and does not impose any mandatory requirements, TSA strongly recommends the adoption of the measures set forth in the circular.

Finally, on February 10, 2023, FTA published a Cybersecurity Assessment Tool for Transit (CATT) (<https://www.transit.dot.gov/research-innovation/cybersecurity-assessment-tool-transit-catt>). This tool was developed with the goal to onboard public transit organizations develop and strengthen their cybersecurity program to identify risks and prioritize activities to mitigate these risks.

g. Planning

FTA encourages applicants to notify the appropriate State Departments of Transportation and Metropolitan Planning Organizations (MPOs) in areas likely to be served by the project funds made available under this program. Selected projects must be incorporated into the long-range plans and transportation improvement programs of States and metropolitan areas before they are eligible for FTA funding.

h. Performance and Program Evaluation

As a condition of grant award, grant recipients may be required to participate in an evaluation undertaken by DOT or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor or DOT staff; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and subrecipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure their progress

towards meeting an agency priority goal(s). Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Public Law 115–435 urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” 5 U.S.C. 311. Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A–11, part 6 section 290).

3. Reporting

Post-award reporting requirements include the electronic submission of Federal Financial Reports and Milestone Progress Reports in FTA’s electronic grants management system. Recipients of funds made available through this NOFO are also required to regularly submit data to the National Transit Database. Recipients should include any goals, targets, and indicators referenced in their applications in the Executive Summary of the TrAMS application.

FTA is committed to making evidence-based decisions guided by the best available science and data. In accordance with the Foundations for Evidence-based Policymaking Act of 2018 (Evidence Act), FTA may use information submitted in discretionary funding applications; information in FTA’s Transit Award Management System (TrAMS), including grant applications, Milestone Progress Reports (MPRs), Federal Financial Reports (FFRs); transit service, ridership and operational data submitted in FTA’s National Transit Database; documentation and results of FTA oversight reviews, including triennial and State management reviews; and other publicly available sources of data to build evidence to support policy, budget, operational, regulatory, and management processes and decisions affecting FTA’s grant programs.

As part of completing the annual certifications and assurances required of FTA grant recipients, a successful applicant must report on the suspension or debarment status of itself and its principals. If the award recipient’s active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of an

award made pursuant to this Notice, the recipient must comply with the Recipient Integrity and Performance Matters reporting requirements described in Appendix XII to 2 CFR part 200.

G. Federal Awarding Agency Contacts

For further information concerning this notice, please email FTALowNoBusNOFO@dot.gov, or call Kirsten Wiard-Bauer, FTA Office of Program Management, at 202–366–7052. A TDD is available for individuals who are deaf or hard of hearing at 800–877–8339. In addition, FTA will post answers to questions and requests for clarifications on FTA’s website at <https://www.transit.dot.gov/funding/grants/low-no-and-buses-and-bus-facilities-faqs>. To ensure applicants receive accurate information about eligibility or the program, applicants are encouraged to contact FTA with questions directly, rather than through intermediaries or third parties.

For issues with [GRANTS.GOV](https://www.grants.gov), please contact [GRANTS.GOV](https://www.grants.gov) by phone at 1–800–518–4726 or by email at support@grants.gov. Contact information for FTA’s regional offices can be found on FTA’s website at <https://www.transit.dot.gov/about/regional-offices/regional-offices>.

H. Other Information

User-friendly information and resources regarding DOT’s discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at <https://www.transportation.gov/rural>.

This program is not subject to Executive Order 12372, “Intergovernmental Review of Federal Programs.”

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If an applicant submits information the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it “Contains Confidential Business Information (CBI);” (2) mark each page that contains confidential information with “CBI;” (3) highlight or otherwise denote the confidential content on each page; and

(4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. FTA will protect confidential information complying with these requirements to the extent required under applicable law. If FTA receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, FTA will follow the procedures described in DOT’s FOIA regulations at 49 CFR 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential will be exempt from disclosure under FOIA.

Veronica Vanterpool,
Deputy Administrator.

[FR Doc. 2024–02246 Filed 2–7–24; 8:45 am]

BILLING CODE 4910–57–P

DEPARTMENT OF THE TREASURY

Office of Foreign Assets Control

Notice of OFAC Sanctions Actions

AGENCY: Office of Foreign Assets Control, Treasury.

ACTION: Notice.

SUMMARY: The U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC) is publishing the names of one or more persons that have been placed on OFAC’s Specially Designated Nationals and Blocked Persons List (SDN List) based on OFAC’s determination that one or more applicable legal criteria were satisfied. All property and interests in property subject to U.S. jurisdiction of these persons are blocked, and U.S. persons are generally prohibited from engaging in transactions with them.

DATES: See **SUPPLEMENTARY INFORMATION** section for applicable date(s).

FOR FURTHER INFORMATION CONTACT: OFAC: Associate Director for Global Targeting, tel.: 202–622–2420; Assistant Director for Licensing, tel.: 202–622–2480; Assistant Director for Regulatory Affairs, tel.: 202–622–4855; or Assistant Director for Sanctions Compliance & Evaluation, tel.: 202–622–2490.

SUPPLEMENTARY INFORMATION:

Electronic Availability

The SDN List and additional information concerning OFAC sanctions programs are available on OFAC’s website (<https://www.treasury.gov/ofac>).

RESOLUTION NO. 21- 80

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING MONTEBELLO BUS LINES' ZERO-
EMISSION BUS ROLLOUT PLAN**

RECITALS

WHEREAS, in December 2018, the Innovative Clean Transit (ICT) regulation was adopted by the State of California, requiring all public transit agencies to gradually transition to a one hundred (100) percent ZEB fleet; and

WHEREAS, the ICT regulation aligns with other State policies, including, the Sustainable Communities and Climate Protection Program (SB 375), which creates initiatives for increased development of transit-oriented communities, better-connected transportation, and active transportation; and

WHEREAS, the ICT regulation also requires each transit agency to submit a complete Rollout Plan, approved by its governing body, to the California Air Resources Board (CARB) showing how it plans to achieve a full transition to zero-emission technologies by 2040; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through Montebello Bus Lines (the "Transportation Department") provides transportation services to residents of Montebello and neighboring cities; and

WHEREAS, Montebello Bus Lines will submit the Zero Emission Bus Rollout Plan (Rollout Plan) to CARB on behalf of the City for review and approval.

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

APPROVES MONTEBELLO BUS LINES ZERO-EMISSION BUS ROLLOUT PLAN; AND

SECTION 1: Approvals and Certifications.

1. The Transportation Department is approved to submit the Rollout Plan to CARB on behalf of the City of Montebello by and through the Montebello Bus Lines.
2. Montebello Bus Lines (MBL) Zero Emissions Bus Rollout Plan has met the following requirements in accordance with ICT regulation by specifically addressing:

RESOLUTION NO. 21-80

Page 2 of 3

- The Transit agency's information.
 - A goal of full transition to zero-emission buses by 2040 with a strategic plan that coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy.
 - The type(s) of zero-emission bus technologies MBL is planning to deploy, which include the fleet transition schedule over the next 20-year period.
 - MBL's current bus fleet composition and future bus purchases.
 - Facilities and infrastructure modifications.
 - Providing service in disadvantaged communities.
 - Workforce training.
 - Potential funding sources.
 - Start-up and scale-up challenges.
3. Where reasonably necessary, the Montebello Bus Lines' Director is authorized to make necessary modifications, adjustments and/or changes to the Zero Emission Bus Rollout Plan; provided such modifications, adjustments and/or changes are done for good cause and notice is given to the California Air Resources Board of the proposed changes.

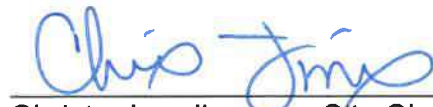
SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

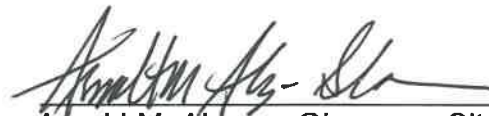
APPROVED AND ADOPTED this 27th day of October 2021.


Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

APPROVED AS TO FORM:


Christopher Jimenez, City Clerk


Arnold M. Alvarez-Glasman, City Attorney

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

SS:



RESOLUTION NO. 21-80

Page 3 of 3

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 21-80 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 27th day of October 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES: Jimenez, Melendez, Torres, Peralta, Cobos-Cawthorne
NOES: None
ABSTAIN: None
ABSENT: None

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: 11/10/2021



Christopher Jimenez, City Clerk



Montebello Bus Lines Zero Emission Bus Rollout Plan



October 27, 2021

Montebello
B U S L I N E S

TABLE OF CONTENTS

SECTION A: TRANSIT AGENCY INFORMATION	3
SECTION B: ROLLOUT PLAN GENERAL INFORMATION	4
SECTION C: TECHNOLOGY PORTFOLIO	5
FIGURE 1: Fleet Composition Over 20-Year Transition Period	6
SECTION D: CURRENT BUS FLEET COMPOSITION AND FUTURE BUS PURCHASES	7
TABLE 1: Bus Information for Current Bus Fleet	7
FIGURE 2: Projected Annual Bus Procurements Fleet	8
TABLE 2: Projected Annual Bus ZEB Procurement Details	9
TABLE 3: Verifying Block Achievability Throughout Fleet Transition	11
TABLE 4: Estimated Costs of Future ZEB Purchases	11
SECTION E: FACILITIES AND INFRASTRUCTURE MODIFICATION	12
FIGURE 3: Estimated Annual Infrastructure Costs	13
TABLE 5: Facilities Information and Construction Timeline	14
TABLE 6: NOx-Exempt Area and Electric Utilities' Territories	15
SECTION F: PROVIDING SERVICES IN DISADVANTAGED COMMUNITIES (DACs)	16
TABLE 7: Service in Disadvantaged Communities	17
SECTION G: WORKFORCE TRAINING	21
TABLE 8: Forecasted Personnel and Positions Training Requirements	22
SECTION H: POTENTIAL FUNDING SOURCES	23
SECTION I: START-UP AND SCALE-UP CHALLENGES	24
APPENDIX A: MBL SITE RENDERINGS	26
APPENDIX B: DAC AND LOW-INCOME SERVICE MAP	28

SECTION A: Transit Agency Information

1. Transit Agency's Name	Montebello Bus Lines
2. Mailing Address	400 S. Taylor Ave Montebello, CA 90640
3. Name of Transit Agency's Air Districts	South Coast Air Quality Management District
4. Name of Transit Agency's Air Basin	South Coast Air Basin
5. Total Number of Buses in Annual Maximum Service	66
6. Population of Urbanized Area Transit Agency Services (<i>Last Published by the Census Bureau as of 2019</i>)	520,344
7. Contact Information	Adrianna Kendricks Acting Director of Transportation (323)558-1625 ext. 201 akendricks@cityofmontebello.com
8. Is your agency part of a Joint Group (13 CCR§2023.1 (d) (3))?	Yes ☐ No ☒

SECTION B: Rollout Plan General Information

- 1. Does your transit agency's Rollout Plan have a goal of full transition to zero-emission technologies by 2040 that avoids early retirement of conventional transit buses (13 CCR § 2023.1(d)(1)(A))?**

Yes.

- 2. The ICT regulation requires 100% ZEB purchase in 2029. Conventional transit buses that are purchased in 2028 could be delivered in or after 2029. Please explain how your transit agency plans to avoid potential early retirement of conventional buses in order to meet the 2040 goal.**

Montebello Bus Lines (MBL) will begin purchasing zero-emission buses (ZEB) in the first quarter of 2023, and gradually purchase additional ZEBs through 2040. This purchasing strategy will coincide with the disposition of conventional transit buses at the end of their lifecycle expectancy. MBL does not intend to acquire additional non-ZEBs after 2023.

- 3. When did your transit agency's board or governing body approve the Rollout Plan?**

a. Rollout Plan's approval date: 10/27/2021

b. Resolution number: 21 - 80

c. Is a copy of the board approved resolution attached to the Rollout Plan submitted to CARB (13 CCR § 2023.1(d) (2))? Yes

- 4. Please provide contact information for CARB to follow up on details of the Rollout Plan, if needed.**

a. Contact name: John Soria

b. Title: Transit Administration Manager

c. Phone Number: (323) 558-1625 ext.106

d. Email: jsoria@cityofmontebello.com

- 5. Who assisted in creating the Rollout Plan?**

MBL staff worked with bus manufacturing consultants and representatives to create a customized plan that considers MBL's Current Bus Fleet Composition and Future Bus Purchases, Facilities and Infrastructure Modifications, Workforce Training, Potential Funding Sources, and Start-up and Scale-up Challenges.

SECTION C: Technology Portfolio

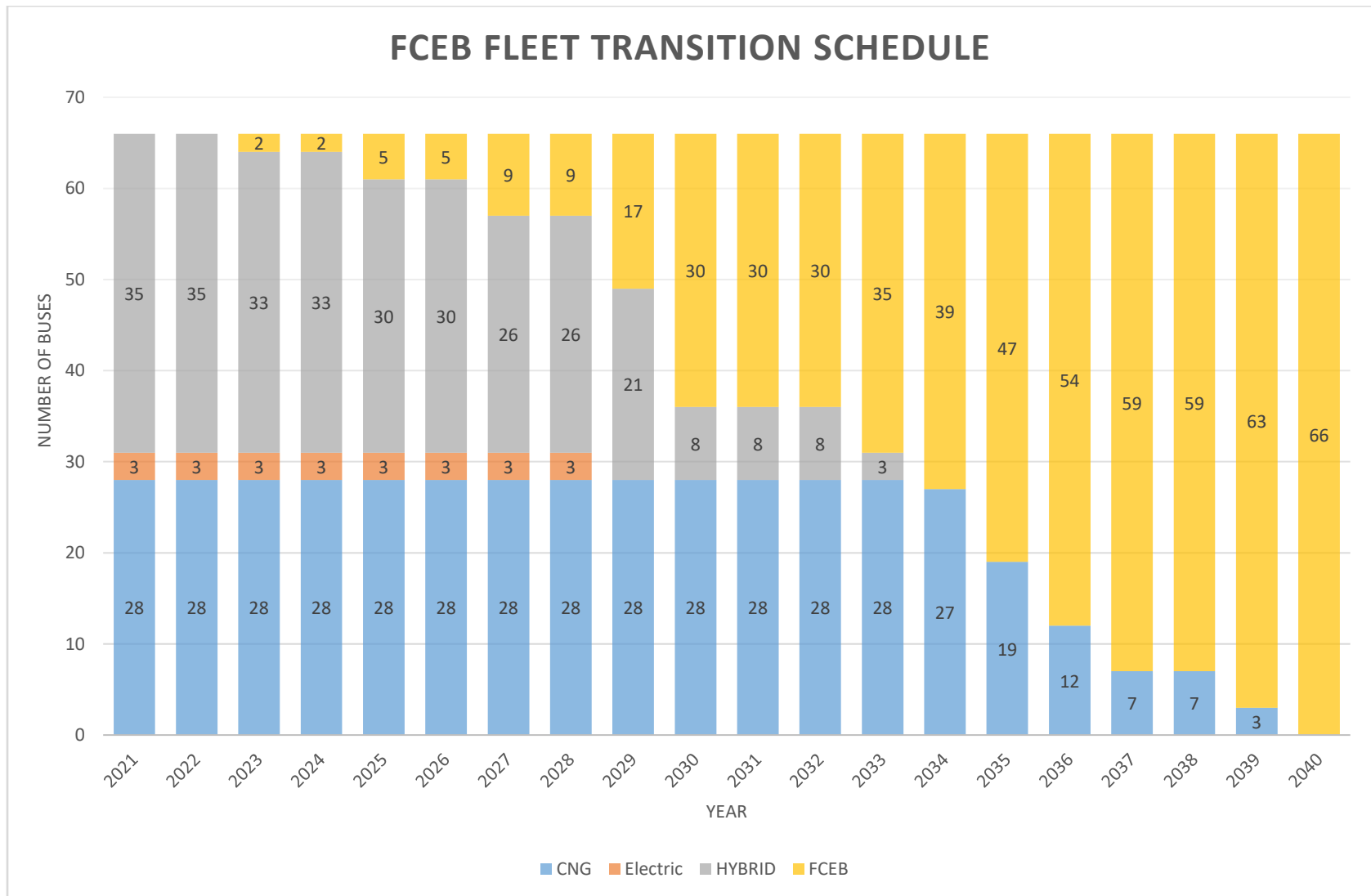
1. What type(s) of zero-emission bus technologies does your transit agency plan to deploy through 2040? (13 CCR § 2023.1(d)(1)(B))

MBL intends to deploy a complete fleet of Fuel Cell Electric Buses (FCEB). While Battery Electric Buses (BEBs) are also ZEBs with several notable configurations, MBL concluded that FCEBs are more efficient and better aligned with the transit agency's operational needs. Key considerations used to identify the preferred option were performance and ease of implementation. FCEBs can accommodate larger energy demands over the BEBs. In addition, FCEB technology is operationally flexible during power outages and rolling blackouts. According to bus manufacturer, New Flyer of America, Inc., FCEBs provide the following:

- Long-range transit services of 350 miles without refueling.
- Refueling process between 8 – 20 minutes.
- Increased bus life expectancy of 16 years (CNG – 12 years).
- Increased passenger load capacity of 82 (CNG – 62).

Further considerations were made regarding infrastructure needs for both types of ZEBs. Deploying an FCEB fleet will not require significant changes to the current infrastructure and will provide long term cost savings when compared to a BEB fleet. Figure 1 illustrates MBL's plan to achieve a complete FCEB fleet by 2040. The procurement of FCEBs and the gradual development of MBL's infrastructure to receive and support its new fleet will begin in 2023.

FIGURE 1: MBL's FCEB Fleet Transition Schedule Over the next 20-Year Period



SECTION D: Current Bus Fleet Composition and Future Bus Purchases

Please complete Table 1 with information on each individual bus in your current bus fleet.

Table 1 represents MBL's fleet as of the fourth quarter of 2021. Listed are vehicles that routinely operate in service, as well as a supporting contingency fleet.

TABLE 1: Bus Information for Current Bus Fleet

Series	Model Year	No. of Buses	Active/Non-Active	Bus Type	Engine Model Year	Engine Serial Number	Engine Model	Engine Family	Fuel Type
SR952	2005	3	NON-ACTIVE	New Flyer	2010	R07470255	FORD	5ISEC6.8HB	UNLEADED/HYBRID
SR1224	2008	11	ACTIVE	New Flyer	2010	R07721220	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1224	2008	3	ACTIVE	New Flyer	N/A	N/A	N/A	N/A	ELECTRIC
SR1363	2009	8	ACTIVE	New Flyer	2010	R07443458	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1362	2009	16	ACTIVE	New Flyer	2010	R07454955	FORD	9ISEH06.8HB	UNLEADED/HYBRID
SR1490	2011	3	ACTIVE	New Flyer	2010	73165084	ISLG 280	ACEZH0540LBD	CNG
SR1570	2011	4	ACTIVE	New Flyer	2011	73321795	ISLG 280	BCEXH0540LBG	CNG
SR1683	2013	8	ACTIVE	New Flyer	2013	73504250	ISLG 280	DCEXH0540LBG	CNG
SR2049	2016	7	ACTIVE	New Flyer	2016	74015640	ISLG 280	GCEXH0540LBG	CNG
SR2241	2018	5	ACTIVE	New Flyer	2018	74263223	ISLG 280	JCEXH0540LBM	CNG
SR2524	2020	1	ACTIVE	New Flyer	2020	74708434	L9N	LCEXHO540LBM	CNG

Please complete Table 2 regarding expected future bus purchases, including the number of buses in total expected to be purchased or leased in the year of purchase.

Identify the number and percentage of zero-emission buses of the total bus purchases each year, as well as bus types and fuel types. Identify the same type of information for purchases of conventional buses. Bus types include standard, articulated, over-the-road, double decker and cutaway buses. For zero-emission technologies, please identify the fuel type as hydrogen or electricity and the type of charging technology (depot, wireless, and/ or on-route). For conventional technologies, identify the fuel type as diesel, compressed natural gas (CNG), liquefied natural gas (LNG), diesel hybrid (dHEB), gasoline hybrid (gHEB), propane, or gasoline. (13 CCR § 2023.1(d) (1) (D))

Figure 2 illustrates a purchase forecast for MBL to acquire ZEBs while maintaining reliable service. The chart further demonstrates a projected schedule for MBL to fully convert to a ZEB fleet through procurement planning for future years. This process enables MBL to become familiar with the new technology and avoid service disruptions. In addition, the chart reflects the 12-year life span of the current fleet and the 16-year ZEB replacement plan beginning in 2023. Table 2 demonstrates MBL’s commitment to a 100% ZEB procurement planning process beginning in 2023. Years in which buses are not purchased are omitted from the table.

FIGURE 2: MBL’s Projected Annual FCEB Procurement

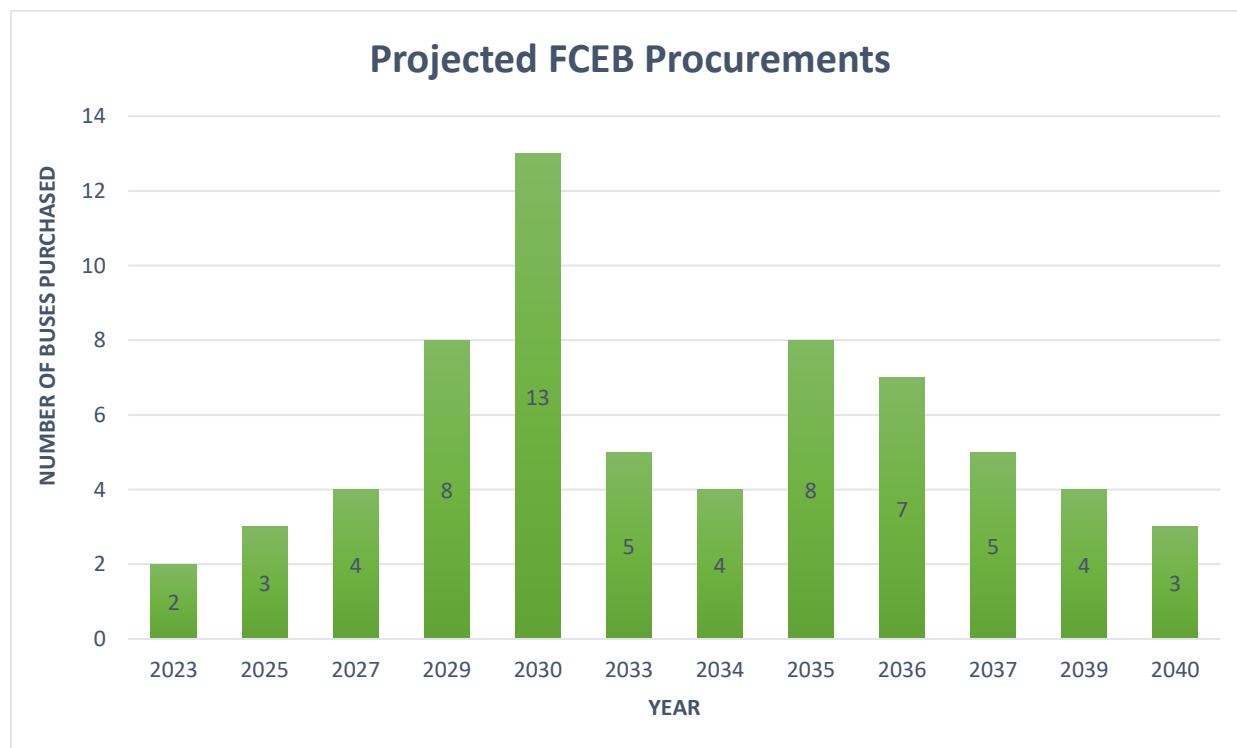


TABLE 2: MBL's Projected Annual ZEB Procurement Details

Timeline (Year)	Total Number of Buses to Purchase	Number of ZEB Purchases	Percent of Annual Bus Purchases	ZEB Bus Type(s)/ZEB Fuel Type(s)	Number of Conventional Vehicles
2023	2	2	100%	40' Standard FCEB / Hydrogen	0
2025	3	3	100%	40' Standard FCEB / Hydrogen	0
2027	4	4	100%	40' Standard FCEB / Hydrogen	0
2029	8	8	100%	40' Standard FCEB / Hydrogen	0
2030	13	13	100%	40' Standard FCEB / Hydrogen	0
2033	5	5	100%	40' Standard FCEB / Hydrogen	0
2034	4	4	100%	40' Standard FCEB / Hydrogen	0
2035	8	8	100%	40' Standard FCEB / Hydrogen	0
2036	7	7	100%	40' Standard FCEB / Hydrogen	0
2037	5	5	100%	40' Standard FCEB / Hydrogen	0
2039	4	4	100%	40' Standard FCEB / Hydrogen	0
2040	3	3	100%	40' Standard FCEB / Hydrogen	0

Following the same bus purchase timeline as identified in Table 2, please identify in Table 3 the required operational range your future zero-emission buses should have to be able to serve in your fleet. Please provide the estimated cost of each bus with that required operational range.

Table 3 demonstrates consideration of the FCEBs achievable duty cycle and range based on the manufacturer's specifications. One of MBL's main reservations is the FCEBs ability to complete a full-service block without the need to refuel. An informal Line-by-Line analysis determined that the FCEB technology will generate adequate energy to provide reliable service for longer routes.

Within the first four years of the ZEB deployment, MBL will deploy nine FCEBs on three of its longest and busiest routes. In 2023, MBL will purchase two FCEBs to be deployed on Route 10. This route is approximately 13 miles in each direction with an average of six trips per day. Acknowledging the FCEBs 350 miles long-range capability, the buses will be expected to provide sufficient service without the need to refuel. After analyzing the performance of the first two FCEBs, MBL intends to deploy an additional three buses on Route 40 in 2025. The purchase and deployment of FCEBs on Route 10 and 40 will be to meticulously assess performance, efficiency, and identify any challenges. This strategic approach will assist MBL's scalability efforts during the transition process from conventional to zero-emission (ZE) transit buses.

Route 50 is MBL's longest route, covering 25.6 miles from 5th St/Beaudry Blvd to Adelfa Dr/Santa Gertrudes Blvd. While Route 50 is one of the most demanding and rigorous routes within MBL's system, MBL anticipates a 100% block achievability. Initially, MBL will deploy four new FCEBs on Route 50 and gradually increase the number of buses on route. Using the same methodology, MBL will purchase additional FCEBs to be deployed on the remaining routes: 20, 30, 60, 70, and 90.

Table 4 shows the average cost of ZEBs available for purchase using the Washington State Transit Bus Cooperative Master Contract. Although alternative pricing options are available on this Master Contract, the illustrated price is the current cost of a transit FCEB manufactured by New Flyer of America, Inc. Table 4 also depicts MBL's historic configurable options costs and the state sales tax.

TABLE 3: Verifying Block Achievability Throughout Fleet Transition

Timeline (Year)	Number of FCEBs in Fleet	Total Number of Active Buses in Fleet	Proportion of FCEBs in Fleet	Proportion of FCEB Achievable Blocks*
2023	2	66	3%	100%
2025	3	66	5%	100%
2027	4	66	6%	100%
2029	8	66	9%	100%
2030	13	66	14%	100%
2033	5	66	8%	100%
2034	4	66	15%	100%
2035	8	66	12%	100%
2036	7	66	11%	100%
2037	5	66	8%	100%
2039	4	66	6%	100%
2040	3	66	5%	100%

TABLE 4: Estimated Costs of Future ZEB Purchases

	<i>40' BEB</i>	<i>40' FCEB</i>
<i>Average Bus Base Price from Washington State Contract</i>	\$805,000	\$1,087,000
<i>Estimated Cost of Configurable Option</i>	\$88,000	\$88,000
<i>Tax</i>	10.25%	10.25%
<i>Estimated Total Cost *</i>	\$984,533	\$1,295,438

*Steady state pricing is assumed for modeling purposes. The general expectation is that but FCEB prices will fall, although there is not enough information to make a confident projection in future pricing.

Is your transit agency considering converting some of the conventional buses in service to zero-emission buses (13 CCR § 2023.1(d) (1) (E))?

No

SECTION E: Facilities and Infrastructure Modifications

Please complete Table 5 with names, locations, and main functions of transit agency divisions or facilities that would be involved in deploying and maintaining zero-emission buses.

Please limit the facilities to bus yards and facilities with maintenance, fueling, and charging functions, and exclude other operational functions like training centers, information and trip planning offices, and administrative buildings. Please identify which facility(ies) require construction, infrastructure modifications, or upgrades to support your transit agency's long-term transition to zero-emission technologies and the estimated timeline for such an upgrade. Please also specify the type(s) of infrastructure planned in each division or facility and provide their service capacities (e.g., en-route high-power charging system to deploy 20 BEB in 2025). (13 CCR § 2023.1(d) (1) (C)).

In the initial 2-5 years of the ZEB deployment, MBL intends to lease a mobile FCEB fueling station as a temporary short term solution. MBL considers the mobile fueling station to be a more efficient, cost-effective, and convenient option, while slowly transitioning to this innovative technology. During this period, MBL will conduct extensive research, infrastructure master planning, and design to accommodate a permanent fuel station as illustrated in Appendix A. Hydrogen infrastructure costs include maintenance bay upgrades for H2 detection, ventilation systems, and the build-out of a hydrogen fueling station which includes design, construction, and equipment installation costs. Figure 3 identifies these costs and the related bus procurement costs associated with each project year.

Figure 3 illustrates the projected annual infrastructure cost from the commencement of the ZEB project through 2040. MBL estimates it will expend approximately \$600,000 by the end of the initial 5-year period. This cost will include facility modifications, the mobile hydrogen fuel station, and training sessions for maintenance staff and first responders. The initial infrastructure builds also correspond to the annual bus procurement schedule in Figure 2.

FIGURE 3: Estimated Annual Infrastructure Costs

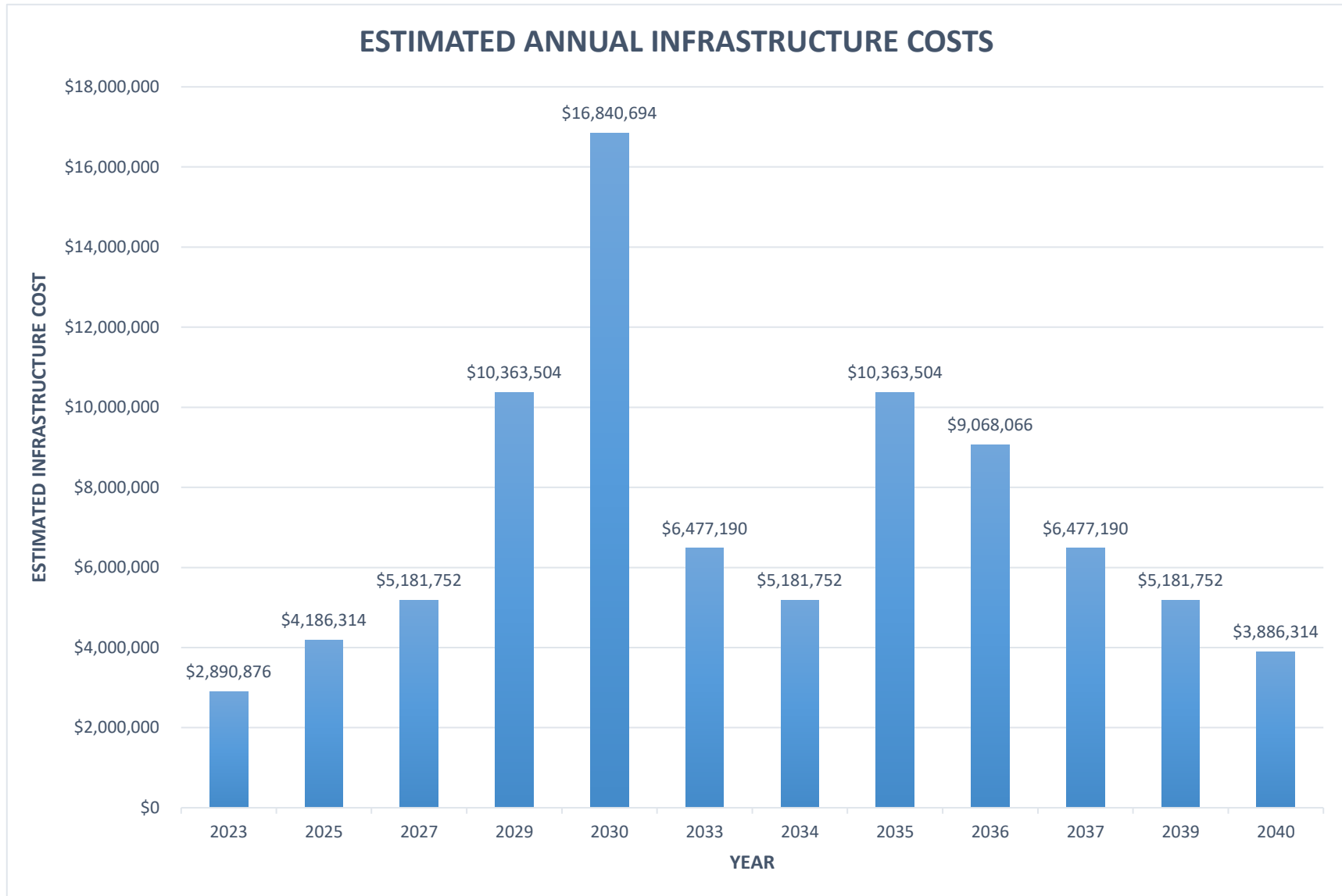


TABLE 5: Facilities Information and Construction Timeline

Division/ Facility Name	Address	Main Function(s)	Type(s) of Infrastructure	Service Capacity	Needs Upgrade?
MBL	400 S. Taylor Ave. Montebello, CA 90640	CNG, Hybrid, Electric, and FCEB Division	Hydrogen Fueling Station	70 Buses	Yes

Regarding the information provided in Table 5, please explain the types of necessary upgrades or infrastructure modifications each facility or division needs to support your transit agency's long-term transition to ZEB. Please also provide the specification of each infrastructure in the related facility or division before and after the upgrades or modifications.

To facilitate the transition from conventional CNG transit buses to a ZEB fleet, MBL plans to conduct extensive research analysis to better understand the functionality of a hydrogen fuel station, safety and security measures, related grid and utility functions, storage, compression, and ongoing maintenance and support mechanisms. In addition, MBL will incorporate the ZEB rollout plan into the agency's comprehensive operation analysis and short-range transit plan.

Do you expect to make any modifications to your bus parking arrangements? Explain the modifications and why they are needed.

An assessment of MBL's parking layout determined slight modifications to the parking lot design will be required. MBL will need to reconfigure the parking lot design to accommodate the hydrogen fueling station and provide designated parking areas for the FCEBs to refuel without disrupting the operation of the conventional bus fleet.

To optimize space, the parking area currently used to store the contingency fleet and surplus equipment will be converted to parking space for active buses. The intent of the parking lot redesign is to maintain an effective operational setup while transitioning into a ZEB fleet.

Do you expect to need additional parking spaces for completing the transition to zero-emission technologies? Explain why.

No. MBL has sufficient space to develop a hydrogen station infrastructure without encroaching on areas originally dedicated to bus parking.

In Table 6, please identify the propulsion system of all buses that will be dispatched from the facilities identified in Table 5.

TABLE 6: NOx-Exempt Area and Electric Utilities' Territories

<i>Division/Facility Name</i>	<i>Type(s) of Bus Propulsion Systems</i>	<i>Located in NOx- Exempt Area?</i>	<i>Name(s) of Electric Utility in Service Area</i>
MBL	CNG, Hybrid, Electric	No	Southern California Edison

Please identify the electric utilities in your transit agency's service area.

- Southern California Edison.

Note: The ICT regulation defines "NOx Exempt Areas" (13 CCR § 2023(b)(39)) as the following counties and air basins: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern Kern (the portion of Kern County within the Eastern Kern Air Pollution Control District), Glenn, Humboldt, Inyo, Lake, Lassen, Mariposa, Mendocino, Modoc, Mono, Monterey, Nevada, Northern Sonoma (as defined in title 17, California Code of Regulations, section 60100(e)), Plumas, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Shasta, Sierra, Siskiyou, Northern Sutter (the portion of Sutter County that is north of the line that extends from the south east corner of Colusa County to the southwest corner of Yuba County), the portion of El Dorado County that is within the Lake Tahoe Air Basin (as defined in title 17, California Code of Regulations, section 60113), the portion of Placer County that is East of Highway 89 or within the Lake Tahoe Air Basin, Trinity, Tehama, Tuolumne, and Yub.

Section F: Providing Service in Disadvantaged Communities

Does your transit agency serve one or more disadvantaged communities, as listed in the latest version of CalEnviroScreen?

Yes.

If yes, please describe how your transit agency is planning to deploy zero-emission buses in disadvantaged communities (13 CCR § 2023.1(d) (1) (F)).

MBL operates a network of 8 fixed routes and provides service to 117 disadvantaged communities (DAC). Currently, MBL operates three conventional buses converted to ZE with the purchase and deployment of two FCEBs tentatively scheduled for the first quarter of 2023. Additional FCEBs will be purchased every other year through 2040. To avoid service disruptions, the procurement planning process and progressive deployment of the new fleet will coincide with the replacement cycle of older conventional transit buses. MBL envisions a fully functional ZEB fleet to service all 117 DACs beginning 2040 (see Appendix B).

Please complete Table 7 with the estimated number of zero-emission buses your transit agency is planning to deploy in disadvantaged communities and the estimated timeline

TABLE 7: Service in Disadvantaged Communities

MBL Route	Expected Year of First ZEB Deployment	Year of Complete Route Electrification	Location of Disadvantaged Community By Census Tract Number
10	2023	2037	06037482002 06037530400 06037482701 06037530301 06037531701 06037531702 06037532303 06037531800 06037531901 06037531902 06037530204 06037530102 06037530101 06037532001 06037532002 06037532101 06037500700 06037500600 06037500402 06037501001 06037501300 06037501002 06037501400 06037502100 06037504504 06037501804 06037501802 06037501900 06037501700 06037503301
20	2034	2037	06037481102 06037481202 06037481103 06037482301 06037482401 06037482402 06037530003 06037530005 06037530006

<i>cont'd</i>			06037500500 06037530102 06037530101 06037532101 06037532002 06037532200
30	2033	2033	06037481603 06037481604 06037530204 06037531902 06037531800 06037531902 06037532303 06037532304 06037533902 06037534001 06037534202 06037534203 06037534201 06037536102
40	2027	2030	06037209200 06037207301 06037207302 06037206031 06037203032 06037206050 06037204410 06037204420 06037204600 06037204700 06037204300 06037204120 06037203900 06037531101 06037531201 06037531102 06037531503 06037530500 06037531504 06037530400 06037531603 06037530301 06037530302 06037530204 06037530203 06037530102

<i>cont'd</i>			06037530006 06037530004 06037530101 06037500500 06037500600 06037500404 06037500402 06037500403
50	2025	2035	06037209200 06037207301 06037224010 06037224020 06037226001 06037203031 06037206050 06037205120 06037532400 06037532302 06037532303 06037532001 06037532200 06037500700 06037502500 06037502401 06037502301 06037502200 06037502302 06037502100 06037502700 06037502004 06037501803 06037501504 06037501400 06037501803 06037501804 06037502003 06037502902 06037503902
60	2036	2036	06037500404 06037500402 06037500403 06037500600 06037502401 06037502602 06037502601

70	2035	2035	06037530003 06037530005 06037530203 06037530204 06037530006 06037530102 03037531902 06037532001 06037532002 06037532101 06037532200
90	2036	2036	06037209200 06037207400 06037207301 06037207302 06037206031 06037206032 06037206050 06037204600 06037204700 06037204810 06037203900 06037531101 06037531201 06037531102 06037531503 06037531000 06037530500 06037530400 06037530301 06037530302 06037530204 06037530203 06037530102 06037530006 06037530005 06037530004 06037530003

SECTION G: Workforce Training

Please describe your transit agency's plan and schedule for the training of bus operators and maintenance and repair staff on zero-emission bus technologies (13 CCR § 2023.1(d)(1)(G)). (Required)

The transition to an all-ZEB fleet will significantly alter MBL's service and operations due to different maintenance needs, operational best practices, and the change in technology. The conversion to ZE from the existing traditional internal combustion engine is logistically complicated and will impact the operational organization. A comprehensive operational analysis will be conducted to restructure the appropriate prerequisite of critical knowledge, skills, abilities, and other characteristics (KSAOs) for management and training to comply with ZEB innovations.

The original equipment manufacturer (OEM) of ZEB equipment (e.g., bus, charge management software, battery charging equipment, etc.) will provide training, included as a deliverable on the procurement contract. Internal training courses conducted on an annual, semi-annual, tri-annual, and on an as needed basis includes: Operator Refreshing, Bus Familiarization, New Operator, and New Bus Training.

Bus Operator training incorporates pre-trip inspections, door operators, emergency equipment operator, steering, operational concerns, DMV pre-trips, bus components and other related bus functions, and operations technology. Maintenance mechanic training embodies imperative technical bumper to bumper training focusing on preventive maintenance, high voltage hazards, personal protective equipment (PPE), component training, lock-out/tag-out inspections, diagnostic/troubleshooting, and charging/refueling source training. Proficiency in high voltage safety and proper use of PPE is required to minimize the risk of electrical shocks and arc flashes. In addition to OEM and internal training, maintenance and operations personnel will be required to participate in the Southern California Regional Transit Training



Photo 1: Hydrogen Fuel Pump Station



Photo 2: Fuel Cell Energy Bus Refueling

Consortium (SCRTTC) and Arc Flash Electrical Safety National Fire Protection Association (NFPA) 70E courses.

Transit supervisors will work collaboratively with local first responders, such as the Fire and Police Department, to conduct training comprised of bus familiarization, energy storage systems, and emergency shutdown procedures.

Personnel and positions requiring retraining upon the adoption of the ZEB Rollout Plan include, but are not limited to, those listed in Table 8.

TABLE 8: Forecasted Personnel and Positions Training Requirements

Position	Required Training
Facilities Maintenance Staff	Scheduled/unscheduled maintenance and repair of high-voltage systems of ZEBs equipment
Mechanics	Safety-related features and other components of ZEBs equipment
Service Workers	Proper charging/refueling protocol and procedures of ZEBs equipment
Towing Service Providers	Proper towing protocol and procedures for of ZEBs equipment
Transit Supervisors	Operations and safety-related protocol and procedures of ZEBs equipment
Bus Operators	Safety-related & operational protocol and procedures of ZEBs equipment, Pre-Trip inspections, and pantograph operations.
First Responders	Proper safety protocol and procedures for ZEBs equipment in the event of an accident

SECTION H: Potential Funding Sources

Please identify all potential funding sources your transit agency expects to use to acquire zero-emission technologies (both vehicles and infrastructure) (13 CCR § 2023.1(d) (1) (H)).

MBL currently receives funding for the procurement and maintenance of its fleet from the following federal grant programs: the Federal Transit Administration's (FTA) Urbanized Area Formula; discretionary grant programs such as the Bus and Bus Facilities (B&BF) program; and Low or No Emission Vehicle Deployment Program (LoNo).

To secure funds for future fleet procurement processes, MBL will seek additional funding from state resources through grant opportunities such as Senate Bill 1 – State of Good Repair (SGR) and the Low Carbon Transit Operations Program (LCTOP).

SECTION I: Start-up and Scale-up Challenges

Please describe any major challenges your transit agency is currently facing in small scale zero-emission bus deployment. (Optional). How might CARB assist you to overcome these challenges? Please share your recommendations. (Optional)

Please describe any challenges your transit agency may face in scaling up zero-emission bus deployment. (Optional) How might CARB assist you to overcome these challenges? Please share your recommendations. (Optional)

ZE technology is an innovative and progressive industry with significant unpredictable advancement challenges due to the developing nature of the unprecedented technology. These challenges pose a risk to transit performance, service reliability, capital, and operational and maintenance (O&M) costs.

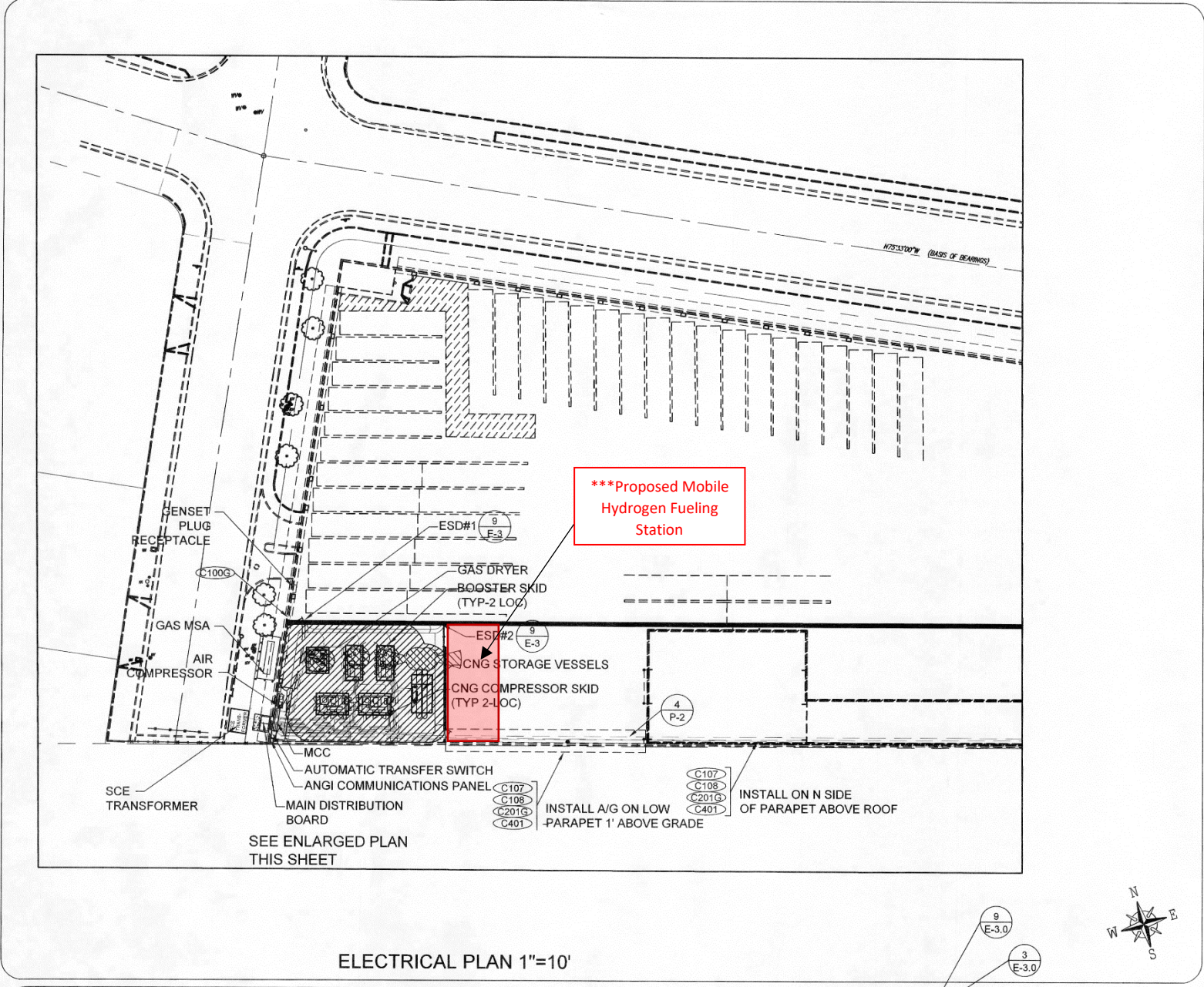
MBL has encountered multiple challenges since implementing the BEB Deployment Pilot Program in 2019. Major ongoing challenges with the deployment of ZEBs include OEM technical support and training, poor performance and range, high capital and O&M costs, funding, and facility infrastructure. The OEM technical support and training provided is insufficient to maintain and repair the BEBs. For each week of use, BEBs require a lead time of approximately three weeks for repairs due to the complexity of the electrical component. MBL's BEB fleet requires several hours to fully charge and suffers from underperforming batteries that are unable to attain the advertised range miles (265 miles per full charge) and lifespan. These BEBs attain 180 miles per full charge and the batteries self-discharge degraded more rapidly than the guaranteed expected shelf life. Consequently, battery replacements were accelerated at a high cost for replacement batteries and disposal fees. The high capital and O&M costs include, but are not limited to, electricity, towing services, proprietary products, software, and services associated with frequent equipment breakdowns. Deploying BEBs is not economically and operationally feasible for MBL's business operations. Correspondingly, MBL's historical records and experiences associated with ZEBs and ZE technology cast a long shadow of apprehension on the ZE industry.

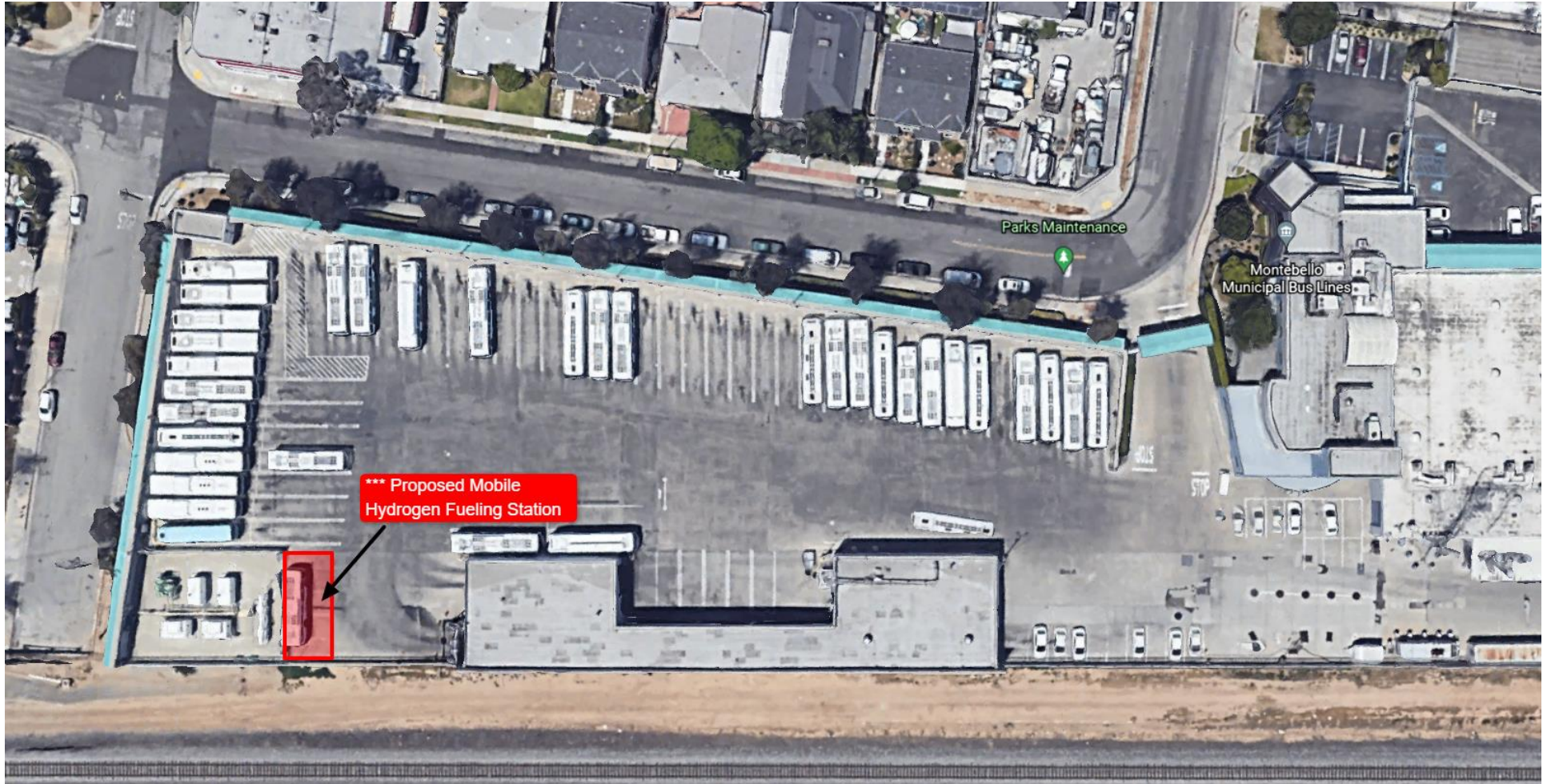
The ZEB market value is notably greater than its alternative fuel counterparts, with an upward value of approximately \$250,000. Additional upfront costs include a facility fuel infrastructure upgrade. CARB's influence in tax exemption, policy and law administration, and grant funding will help transit agencies adopt a ZE fleet with minimal setbacks.

Overall, MBL's current facility and infrastructure are not economically and operationally structured to support and sustain any ZEB deployment. MBL's present geographic footprint cannot accommodate expanding growth and requires innovative upgrades to the existing infrastructure. Therefore, any construction work will require a concurrent strategic plan that will not hinder daily operational activities. Funding sources are the most crucial component in executing any proposed project to support capital expenditures that account for the cost of assets, facility and infrastructure upgrades, O&M, workforce, and workforce training. CARB's presence as a central information system that provides and supports the latest research and development of ZEBs and ZE technology (e.g., ZEBs performances, O&M costs & labor hours, workforce training, OEM reports, etc.) can

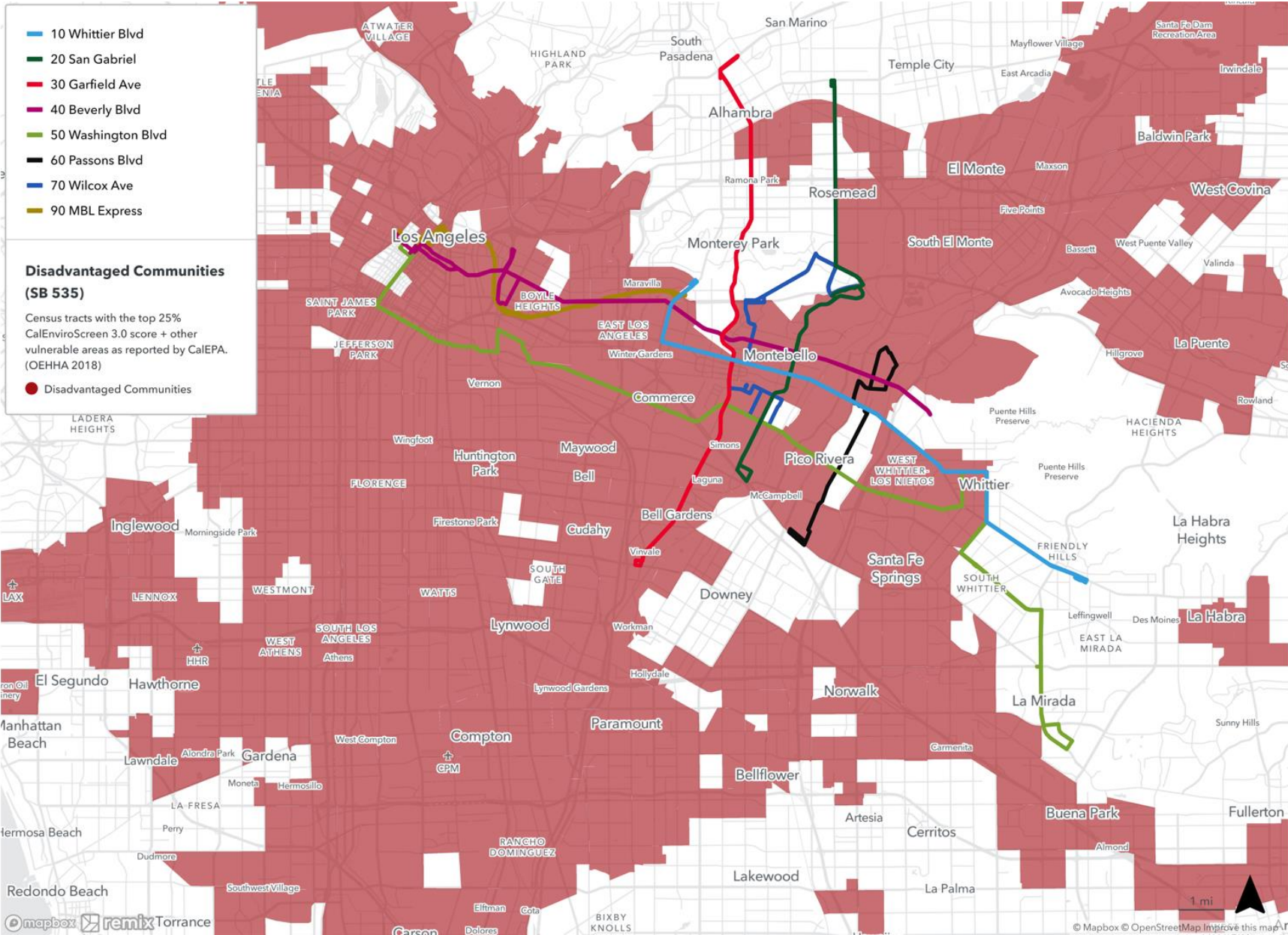
ensure transit agencies are retrieving the most current data and grant applications. The ZE industry is highly volatile, considering the fact that ZEB and ZE technology is progressively collecting new data and evolving from obsolete prototypes. Correspondingly, federal and state grant funding administers relief and mitigates the turmoil involved in the conversion to ZEBs and ZE technology.

APPENDIX A: MBL Site Renderings





APPENDIX B: DAC and Low-Income Service Map



RESOLUTION NO. 24-12

RESOLUTION OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE SUBMISSION OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) LOW OR NO EMISSION GRANT PROGRAM AND THE BUSES AND BUS FACILITIES GRANT PROGRAM

RECITALS

WHEREAS, the Federal Transit Administrator (FTA) has the authority to award federal financial assistance for a transportation project; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant and may require the applicant to provide the local share of the project cost; and

WHEREAS, the applicant has or will provide all annual certifications and assurances to the FTA required for the project.

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

APPROVES THE FILING OF AN APPLICATION FOR THE FTA LOW OR NO EMISSION GRANT PROGRAM AND THE BUSES AND BUS FACILITIES GRANT PROGRAM; AND

SECTION 1: Approvals and Certifications.

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the projects included in this application, the sufficient funds to complete the projects; and
2. Certifies that if funding is awarded, the Applicant has or will have sufficient funds to operate and maintain the projects; and
3. Delegates the authority to the Director of Transportation or her designees to execute and file with its application the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement; and
4. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and guidelines; and

SECTION 2: That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

RESOLUTION NO. 24-12

Page 2 of 2

APPROVED AND ADOPTED this 13th day of March 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF MONTEBELLO) SS:

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-12 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of March 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Paul Espinosa, Police Chief

**SUBJECT: APPROVE EXTENSION OF EXISTING RECRUITMENT INCENTIVES
FOR QUALIFIED POLICE OFFICERS AND POLICE DISPATCHERS**

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve extension of the existing recruitment incentives program for qualified Police Officers and Police Dispatchers and referral bonuses to current employees; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Currently, the Police Department has ten (10) vacant police officer positions and one (1) vacant police dispatcher position (as of March 2024). Using this number of vacancies and assuming all positions are filled by lateral recruitments, the following table provides an estimated cost of the incentive program (assuming a total recruitment payment of \$10,000 per Police Officer and \$5,000 per Police Dispatcher, along with referral bonuses for current City employees, which is explained in greater detail in the following pages):

Police Officer	\$100,000
Police Dispatcher	\$5,000
Police Officer – Referrals	\$50,000
Police Dispatcher – Referrals	\$2,000
Total (Estimate)	\$157,000

This expenditure estimate could vary based upon personnel changes that may occur during the recruitment process – should the number of vacancies change versus the number as of March 2024. It should also be noted that payments to lateral employees

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 4

and referring employees will be paid based upon achieving specific milestones (e.g. upon hiring, completion of training, completion of probationary employment period). As a result, incentive payments may be paid in subsequent fiscal years beyond the current Fiscal Year 2023-24.

It is proposed this program remain in effect until June 30, 2025, with the decision to extend the program for one (1) additional year (through June 30, 2026) at the City Manager's discretion.

BACKGROUND/DISCUSSION:

Recruitment and retention for police officers and police dispatchers is competitive throughout the county and state and agencies are dealing with the shortage of personnel at all levels. Hiring incentives and referral bonuses have become a common practice among law enforcement agencies in and around Los Angeles County. It is imperative that the City of Montebello stay on trend with surrounding agencies to recruit and hire the best and most qualified candidates with the help of signing and recruitment bonuses.

On June 8, 2022, the City Council approved the implementation of the hiring incentive program. Since its approval, three (3) Lateral Police Officers have been onboarded, each of whom has enriched the organization with their expertise and experience. The initial program was to remain in effect until June 30, 2023, with the ability to extend for one year by the City Manager. The one year extension will expire as of June 30, 2024, necessitating City Council action to extend the program for additional fiscal years.

ENVIRONMENTAL:

N/A

ANALYSIS:

Hiring incentives are a new recruitment tool for the Montebello Police Department. However, surrounding agencies have implemented similar programs in recent years. Staff researched and collected the following information on other cities' bonus programs:

Lateral Police Officers:

- Whittier Police Department: \$20,000 in four installments, \$5,000 upon hiring, \$5,000 upon completion of training, \$5,000 off probation and \$5,000 to referring employee
- Glendora Police Department: \$12,000 in two installments, \$6,000 upon hiring and \$6,000 off probation
- Azusa Police Department: \$15,000 in three installments, \$5,000 upon hiring, \$5,000 upon completion of training and \$5,000 off probation
- La Habra Police Department: \$10,000 in two installments, \$5,000 upon hiring and \$5,000 off probation

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 3 of 4

- Pasadena Police Department: \$8,000 in three installments, \$2,500 upon hiring, \$2,500 upon completion of training and \$3,000 off probation
- South Gate Police Department: \$5,000 at hiring
- Buena Park Police Department: \$5,000 in two installments, \$2,500 at hiring and \$2,500 upon completion of training
- Downey Police Department: \$3,000 at hiring and the employee is allowed to carry over vacation and sick hours from their prior agency

Montebello's existing recruitment incentive program for a Lateral Police Officer is:

- \$10,000 in two installments: \$5,000 at hiring and \$5,000 after successful completion of probation.
- If a lateral police officer is referred by a current City of Montebello employee (regardless of department or classification), a \$5,000 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period.

The cost to put a Police Trainee through the academy is approximately \$30,000. The Police Academy is a 24 week high stress setting that police trainees often struggle to successfully complete. Lateral Police Officers have previously and successfully completed an academy and passed the probation period at their respective departments. Lateral Officers, with their tenure, experience, and education, will become increasingly sought after, gravitating towards agencies that prioritize these attributes, enhancing their marketability.

Lateral Police Dispatchers:

- Chico Police Department: up to base on qualifications \$20,000 in four installments, \$5,000 upon hiring, \$5,000 upon completion of training, \$10,000 off probation
- South Gate Police Department: \$6,000 in three installments, \$2,000 upon hiring, \$2,000 off training and \$2,000 off probation

Montebello's existing recruitment incentive program for Lateral Police Dispatchers:

- \$5,000 in two installments. \$2,500 at hiring, \$2,500 off probation.
- If a lateral police dispatcher is referred by a current City of Montebello employee (regardless of department or classification), a \$2,000 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period.

The training and probationary period for new public safety dispatchers is demanding and

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 4 of 4

comes with high stress situations. Lateral dispatchers bring knowledge and experience to the department and have successfully passed training and probation with their previous departments.

Staff is recommending the existing incentive program remain in effect until June 30, 2025 and the City Manager is authorized to extend the program for one (1) additional year at their discretion (i.e., through June 30, 2026). The existing fiscal year budget includes funding for this incentive program. Should the program be extended, the FY 2024-25 budget will be developed to include additional funding for the incentive bonus program.

SUMMARY:

Staff recommends that the City Council approve extension of the existing recruitment and referral incentive program for Police Officers and Police Dispatchers and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A - SR-Hiring Incentives 6.8.2022

NEXT STEPS:

N/A



CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Paul Espinosa, Chief of Police

SUBJECT: Approval of Providing Recruitment Incentives for Qualified Police Officers and Police Dispatchers

DATE: June 8, 2022

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve a program to provide recruitment incentives for qualified Police Officers and Police Dispatchers and referral bonuses to current employees; and
- 2) Take such additional, and related, action that may be desirable.

FISCAL IMPACT

Currently, the Police Department has five (5) vacant police officer positions and three (3) vacant police dispatcher positions (as of May 12, 2022). Using this number of vacancies and assuming all positions are filled by laterals, the following table provides an estimated cost of the proposed incentive program (assuming a total recruitment payment of \$10,000 per Police Officer and \$2,000 per Police Dispatcher, which is explained in greater detail in the following pages):

Police Officer	\$50,000
Police Dispatcher	\$15,000
Police Officer – Referrals	\$25,000
Police Dispatcher – Referrals	\$6,000
Total (Estimate)	\$110,000

This estimate could vary based upon personnel changes that may occur during the recruitment process – should the number of vacancies change compared to the number

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 8, 2022

Approval of Providing Recruitment Incentives for Qualified Police Officers and Police Dispatchers

Page 2 of 4

as of May 12, 2022. It should also be noted that payments to lateral employees and referring employees will be paid based upon achieving specific milestones (e.g. upon hiring, completion of training, completion of probationary employment period). As a result, incentive payments may be paid in subsequent fiscal years beyond Fiscal Year 2022-23.

It is proposed this program remain in effect until June 30, 2023 with the decision to extend the program for one (1) additional year at the City Manager's discretion.

BACKGROUND

Recruitment and retention for police officers and police dispatchers is competitive throughout the county and state and agencies are dealing with the shortage of personnel at all levels. Hiring incentives and referral bonuses have become a common practice among law enforcement agencies in and around Los Angeles County. It is imperative that the City of Montebello and the Montebello Police Department stay on trend with surrounding agencies to recruit and hire the best and most qualified candidates.

ANALYSIS

Hiring incentives would be a new recruitment tool to Montebello and the department. However, surrounding agencies have implemented similar programs. Staff researched and collected the following information:

Lateral Police Officers:

- Whittier Police Department: \$20,000 in four installments, \$5,000 upon hiring, \$5,000 upon completion of training, \$5,000 off probation and \$5,000 to referring employee
- Glendora Police Department: \$12,000 in two installments, \$6,000 upon hiring and \$6,000 off probation
- Azusa Police Department: \$15,000 in three installments, \$5,000 upon hiring, \$5,000 upon completion of training and \$5,000 off probation
- La Habra Police Department: \$10,000 in two installments, \$5,000 upon hiring and \$5,000 off probation
- Pasadena Police Department: \$8,000 in three installments, \$2,500 upon hiring, \$2,500 upon completion of training and \$3,000 off probation
- South Gate Police Department: \$5,000 at hiring
- Buena Park Police Department: \$5,000 in two installments, \$2,500 at hiring and \$2,500 upon completion of training
- Downey Police Department: \$3,000 at hiring and the employee is allowed to carry over vacation and sick hours from their prior agency

CITY COUNCIL AGENDA REPORT – MEETING OF JUNE 8, 2022

Approval of Providing Recruitment Incentives for Qualified Police Officers and Police Dispatchers

Page 3 of 4

Suggested recruitment incentives for the City of Montebello's Lateral Police after successful completion of probation:

- \$10,000 in two installments, \$5,000 at hiring and \$5,000 after successful completion of probation.
- If a lateral police officer is referred by a current City of Montebello employee (regardless of department or classification), a \$5,000 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period.

The cost to put a Police Trainee through the academy is approximately \$30,000. The Police Academy is a 24 week high stress setting that police trainees often struggle to successfully complete. Lateral officers have completed an academy and passed the probation period from their respective departments.

Lateral Police Dispatchers:

- Chico Police Department: up to base on qualifications \$20,000 in four installments, \$5,000 upon hiring, \$5,000 upon completion of training, \$10,000 off probation
- South Gate Police Department: \$6,000 in three installments, \$2,000 upon hiring, \$2,000 off training and \$2,000 off probation

Suggested recruitment incentives for City of Montebello Lateral Police Dispatchers:

- \$5,000 in two installments. \$2,500 at hiring, \$2,500 off of probation
- If a lateral police dispatcher is referred by a current City of Montebello employee (regardless of department or classification), a \$2,000 referral bonus will be paid to the referring employee. The referral bonuses will be paid once the lateral employee has successfully completed their probationary period

The training and probationary period for new dispatchers is demanding and comes with high stress situations. Lateral dispatchers bring knowledge and experience to the department and have successfully passed training and probation with their previous departments.

The proposed program will remain in effect until June 30, 2023 and the City Manager is authorized to extend the program for one (1) additional year at their discretion.

SUMMARY

Staff recommends that the City Council approve a program to establish various recruitment and referral incentives for Police Officers and Police Dispatchers and direct staff to take such additional, and related, action that may be desirable.



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: James Coiner, Deputy Director

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3972 WITH SEBASTION WATERWORKS (DBA MR. ROOTER) AND INCREASE THE ANNUAL NOT-TO-EXCEED AMOUNT**

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3972 between the City of Montebello and Sebastian Waterworks Inc., dba Mr. Rooter Plumbing to increase the not-to-exceed amount from \$45,000 to \$95,000; and,
2. Authorize payment for emergency cleanup of debris from catch basins at the municipal golf course by a four-fifths vote of the City Council to Mr. Rooter Plumbing for a not-to-exceed amount of \$28,425; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

After recent rains (i.e., "atmospheric river" event in February, 2024) Staff was concerned with rising water levels at the municipal golf course. Staff determined that the cause of the harmful water levels was debris caught in the storm drain system. Public Works staff did not have the expertise and/or equipment to clear the debris in an expeditious and safe manner. Therefore, Staff contacted Mr. Rooter Plumbing to clear the debris from the catch basins at the municipal golf course.

Restoring the drainage system at the municipal golf course is essential to protect public safety and ensure proper erosion control. The request is to authorize payment of \$28,425 to Mr. Rooter Plumbing to process payment for the work performed at the municipal golf course.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 3

In addition to this recent emergency work, Mr. Rooter Plumbing services are required for the Sewage Lift Station Project on Lincoln Avenue. Therefore, the Staff is requesting a \$50,000 increase in the not-to-exceed amount of Agreement No. 3972 (to \$95,000). The Fiscal Year 2023-24 budget includes sufficient funding in Account No. 100-30-510-6040.10 (General Fund, Public Works, Facilities, Other Contract Services) for this additional work. Therefore, no budget amendment is needed. The FY 2024-25 budget will be developed to incorporate the additional not-to-exceed amount.

BACKGROUND/DISCUSSION:

The municipal golf course is a key destination landmark within the City. One of the major structural supports to minimize soil erosion is the use of catch basins that convey surface runoff into the storm drain network. During the start of this year's rainy season, Staff noticed the formation of large ponding water that was not dissipating and draining properly. The Staff assessed the situation and the accumulation of debris in the storm drain network was the root of the rising water levels.

A combination of deferred catch basin cleaning, routine maintenance, and soil erosion due to subsequent wet winter seasons led to large amounts of debris being captured in the storm drain system. Emergency cleanup efforts at the municipal golf course were necessary to remove large amounts of ponding water, mud, and sand in the interest of public safety and to ensure that there were no potential landslides due to the large amounts of rain received over a 72-hour period.

Staff contacted Mr. Rooter Plumbing, who is a known City vendor that has experience and working knowledge of the City's infrastructure. The contractor removed an excessive amount of sand, mud, and debris (approximately 1,000 loads) and water at the direction of Staff to bring the system to current drainage capacity standards.

Staff recommends approval and acceptance from the City Council of the completed emergency cleanup efforts at the municipal golf course and forgo the public contracting code procurement process per, *"Municipal Code Section 3.20.050(D) - Conformance with bidding procedures, City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same."*

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Approval of this item guarantees the continual safe use of the facility. Staff is extremely conscientious of the effort needed to maintain the golf course in playing condition. By authorizing payment to Mr. Rooter Plumbing, Staff affirms its commitment to protecting the public as well as maintaining green space. The recommended actions will approve Amendment No. 1 to Agreement No. 3972 between the City of Montebello and Sebastian Waterworks Inc., dba Mr. Rooter Plumbing to increase the not-to-exceed amount from \$45,000 to \$95,000 and authorize payment for emergency cleanup of debris from catch basins at the municipal golf course in the amount of \$28,425 payable from Account No. 100-30-510-6040 (General Fund Public Works, Facilities, Other Contract Services).

ATTACHMENT(S)

1. Attachment A - Amendment No 1 to Agr 3972
2. Attachment B - Agr No. 3972 - Sebastian Waterworks
3. Attachment C - Mr. Rooter Plumbing
4. Attachment D - Photos

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3972
WITH SEBASTION WATERWORKS, INC.**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 13th day of March 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and SEBASTION WATERWORKS, INC., (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for Plumbing Services by and between the City of Montebello and Sebastian Waterworks, dba Mr. Rooter Plumbing, dated April 7, 2022 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Plumbing Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

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:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to increase the annual amount not-to-exceed amount from \$45,000 to \$90,000 for the Professional Services set in the agreement.

AMENDMENT NO. 1 TO AGREEMENT NO. 3972

Page 2 of 3

SECTION 2. Except as expressly modified by this Amendment No. 1, all provisions of the Agreement, shall remain in full force and effect.

SECTION 3. Entire Agreement. The provisions of this Amendment No. 1 shall constitute the entire agreement of the parties with respect to the subject matter included in this Amendment No. 1 and shall supersede any other agreement, understanding, or arrangement, whether written or oral, between the parties with respect to the subject matter of this Amendment No. 1.

SECTION 4. Authority. The person or persons executing this Amendment No. 1 on behalf of each of the Parties warrants and represents that he or she has the authority to execute this Amendment No. 1 on behalf of that party and has the authority to bind that party to the performance of its obligations hereunder.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3972

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

SEBASTION WATERWORKS, INC.

Raul Alvarez, City Manager

Joe Diaz

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3972
WITH SEBASTIAN WATERWORKS, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **April 7, 2022** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and SEBASTIAN WATERWORKS, INC. (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individually as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide plumbing services in the CITY; and

WHEREAS, the CONSULTANT 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. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including scope of work, fee schedules, and any and all addenda or supplemental agreements.
2. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. 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. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to conduct a trails study as set forth fully in the scope of work, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 2 of 11

billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total compensation shall not exceed \$45,000.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY 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), one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT 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 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the 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. The CONSULTANT 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 the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT 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. The CONSULTANT

agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. 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 the CONSULTANT 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 the CONSULTANT, 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 CONSULTANT. The CONSULTANT 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, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT 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 the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 4 of 11

its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants 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. The CITY shall not deduct from the Compensation paid to the CONSULTANT 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 the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CALPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 5 of 11

competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants 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 the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT 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 CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT 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 the CONSULTANT'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 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT 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 CONSULTANT'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 \$2,000,000 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 CONSULTANT 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 6 of 11

- **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 CONSULTANT'S profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.
- c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.
- d. 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.
- e. 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. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.
- f. **Evidence of Insurance prior to commencement.** The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

- g. **Evidence of Insurance during the entire term of the Agreement.** At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the 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. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).
- h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 7 of 11

providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the 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 the CITY. The CONSULTANT 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.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONSULTANT shall not subcontract, delegate, or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-consultant, 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 the CONSULTANT and shall not bind or purport to bind the CITY and shall not release the CONSULTANT 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-consultants. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to the CONSULTANT under the Agreement.

SECTION 17. 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 18. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 19. 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 20. 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 21. MISCELLANEOUS.

- a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction or 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.

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 9 of 11

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 22. 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 via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

If to CITY: City of Montebello
Attn: René Bobadilla, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: rbobadilla@cityofmontebello.com

With a copy to: City of Montebello – Recreation & Community Services
Attn: David Sosnowski, Director
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-4540
Email: dsosnowski@cityofmontebello.com

If to Consultant: Sebastian Waterworks, Inc. dba Mr. Rooter Plumbing
Attn: Joe Diaz
PO Box 3735
Montebello, CA 90640
(323) 721-1243
diazmrrooterplumbingsg@gmail.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, 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. The CONSULTANT will take affirmative action to ensure that sub-consultant 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 24. CONFLICT OF INTEREST.

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

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 3972

Page 11 of 11

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

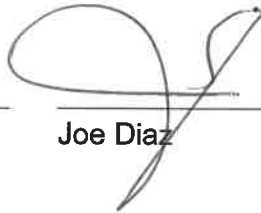
CITY OF MONTEBELLO

("CONSULTANT")

SEBASTIAN WATERWORKS, INC.



René Bobadilla, City Manager



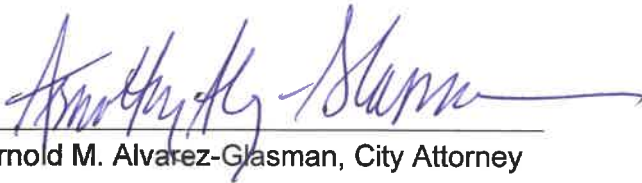
Joe Diaz

ATTEST:



Christopher Jimenez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Scope of Work/Schedule of Compensation

EXHIBIT "A"

Scope of Work/Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL PLUMBING SERVICES

COST PROPOSAL

Contractor Name: Mr. Rooter Plumbing

Phone: 323-721-1243 **Email:** diazmrrooterplumbingsg@gmail.com

Contractor License #: 851276

Department of Industrial Relations #: 1000023781

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ 165.00 /hr	\$ 247.50 /hr	\$ 330.00 /hr
Labor Supervisory/Hour	\$ 185.00 /hr	\$ 277.50 /hr	\$ 370.00 /hr
Additional Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Pump Truck (3 hour min)	\$ 275.00 /hr	\$ 412.50 /hr	\$ 550.00 /hr
Hydro Jetting	\$ 250.00 /hr	\$ 375.00 /hr	\$ 500.00 /hr
Video Inspection	\$ 225.00 /hr	\$ 337.50 /hr	\$ 450.00 /hr
Leak Testing/Tracing	\$ 275.00 /hr	\$ 412.50 /hr	\$ 550.00 /hr
Backflow Testing	Cost per Test: \$ 135.00		
Materials Markup: <u>40 %</u>			

*No markup on materials supplied by the City of Montebello, there is a 40% markup on any materials supplied by Mr. Rooter

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Notes: Fuel, travel or any other miscellaneous costs will not be reimbursed. The City will register contract with the Department of Industrial Relations and provide the DIR project number as necessary.

Authorized Representative: Joe Diaz

Signature: 

Date: 5/19/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 1300 South Main Street Tulsa OK 74119	CONTACT NAME: Ty Oden PHONE (A/C, No, Ext): 513-977-3197 E-MAIL ADDRESS: ty_oden@ajg.com FAX (A/C, No):														
INSURED Sebastian Waterworks, Inc. P.O. Box 3735 Montebello CA 90640	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER B : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Ohio Casualty Insurance Company	24074	INSURER B : Nautilus Insurance Company	17370	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Ohio Casualty Insurance Company	24074														
INSURER B : Nautilus Insurance Company	17370														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 259095107

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	BKO58223489	12/21/2021	12/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAW58223489	12/21/2021	12/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			BKO58223489	12/21/2021	12/21/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Pollution Liability			CPL202800414	12/29/2021	12/21/2022	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured with respects to the General Liability and Auto Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

Waiver of Subrogation applies to certificate holder, with respects to the General Liability and Auto Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

30 day notice of cancellation applies in favor of the Certificate Holder.

CERTIFICATE HOLDER
CANCELLATION

City of Montebello - Public Works
 1600 West Beverly Blvd.
 Montebello CA 90640

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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P.O. Box 3735
Montebello, Ca 90640
(323) 721-1243 (951) 699-4323
Fax: (323) 721-5330
Fax: (951) 791-0053
diazmrrooterplumbingsg@gmail.com

ATTACHMENT C

Invoice 101038020
Invoice Date 2/27/2024
Completed Date 2/9/2024
Technician JOE DIAZ
Customer PO
Payment Term Due Upon Receipt
Due Date 2/27/2024
Job Address
Homes 2
988 Via San Clemente
Montebello, CA 90640 USA

Billing Address
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640 USA

Description of Work

Vacuumed out storm water, mud and debris from catch basin located in parking lot near planters.
Dug out, vacuumed and hydro jet through manhole access to remove mud, rocks and debris from catch basin located at curb

Task #	Description	Quantity	Your Price	Your Total
Y0099	Vacuum, hydro jet and dug out	1.00	\$28,425.00	\$28,425.00
Sub-Total				\$28,425.00
Tax				\$0.00
Total Due				\$28,425.00
Balance Due				\$28,425.00

Thank you for your business.

AUTHORIZATION OF WORK - Payment of this invoice/contract due upon completion of work.

Authorization to proceed with above recommendation - I, the undersigned, am owner/authorized representative/tenant of the premises at which the work mentioned above is to be done. I hereby authorize you to perform work on the Estimate, and to use such labor and materials as you deem advisable. I have read this contract, including the Terms and Conditions and agree to be bound by all of the terms contained herein. I have received a copy of this contract. All parts will be removed from premises and discarded unless otherwise specified herein.

I hereby authorize you to proceed with the work in the Estimate at the Contract Price of \$28,425.00.

ACCEPTANCE OF WORK PERFORMED

I find the service and materials rendered and installed in connection with the items mentioned, to have been completed in a satisfactory manner. I agree that the amount set forth on this contract labeled as Total Due to be the Contract Price/minimum charge. I agree to pay reasonable attorney's fee and court costs in the event of legal action. A monthly service charge of 1.5% will be added after 10 days. I acknowledge that I have read and received a copy of this contract and have read the statement required on this contract.

Credit Card Payment Authorization

Please pay total due amount. Thank you.

Print Name below as it appears on credit card

Payment Type _____	Credit Card # _____	EXP _____	CVC _____
Name on card _____	Signature _____		

Remit to:
Office Management
P.O. Box 3735
Montebello, Ca 90640 USA

Amount Due: \$28,425.00

TERMS AND CONDITIONS

1. DEFINITIONS

- A. The term "CONTRACTOR" herein refers to Mr. Rooter Plumbing and its associates.
- B. The term "CUSTOMER" herein refers to person/agent whom the CONTRACTOR is rendering its services.

2. SITE CONDITIONS

- A. If CONTRACTOR must obtain access to other properties in the course of work, CUSTOMER shall secure permission for such and hold harmless indemnify CONTRACTOR and its employees and agents against all actions and consequences arising or relating to the use of said properties, including but not limited to damage done in the normal course of work, excluding negligence, and for securing said property and its contents during and after work.
- B. CUSTOMER shall secure, remove and protect all property, and its contents, including but not limited to adults, children, animals, cabinets, fixtures, flooring, walls, tiling, carpets, drapes, furniture, and vegetation during and upon completion of work, and shall hold harmless and indemnify CONTRACTOR, its employees and agents against all claims arising out of CUSTOMER'S failure to do so.

3. LIMITED WARRANTY

- A. CONTRACTOR warrants its materials and workmanship to be free from defects for one year after performance, unless otherwise specified in writing. This warranty does not cover faults caused by misuse; negligence; or damage caused by acts of God including, but not limited to earthquake. In the event that a manufacturer offers a warranty, said warranty shall negate and supersede CONTRACTOR'S warranty. This warranty is the only warranty by CONTRACTOR to CUSTOMER, and is in lieu of all other warranties, expressed or implied.
- B. CUSTOMER shall telephone CONTRACTOR within twenty four (24) hours of discovery of any warranty claim. CONTRACTOR will respond with reasonable promptness between the hours of 8:30 a.m. to 4:30 p.m. Monday through Friday, excluding holidays.
- C. CONTRACTOR shall not be liable for electrical or other damages relating to drywall, stucco, roof, carpet, tile, floor, windows, fixtures, plumbing, furniture and personal property from any defect or delay in responding to said warranty. CUSTOMER must take reasonable steps to mitigate damages.
- D. CONTRACTOR shall not be liable for lost profits, incidental, special, exemplary, indirect or consequential damages resulting from any work performed, or any problem, whether OR not covered by this limited warranty.

4. UNFORESEEN CONDITIONS

- A. If conditions and/or circumstances are encountered at the job site which are concealed physical conditions, or unknown physical conditions of an unusual nature, which differ materially from that which is visually ascertained, CUSTOMER agrees to accept responsibility for such conditions and those circumstances outside the control of CONTRACTOR and further agrees to pay for any labor or materials, including repair to damaged equipment of CONTRACTOR caused by such conditions and/or circumstances.
- B. It is the intent of this provision to make CUSTOMER responsible for all (1) unforeseen and concealed conditions, and (2) for that which CONTRACTOR cannot control. Accordingly, CUSTOMER further agrees to hold CONTRACTOR harmless and shall indemnify and defend CONTRACTOR and all its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, consequential damages, arising out or as a result from the performance of CONTRACTOR'S work involving, affecting, or relating to such unforeseen or concealed conditions regardless of whether such damages are caused in part by CONTRACTOR.
- C. Asbestos or other Hazardous Materials Remediation Work – CONTRACTOR has no information whatsoever with respect to asbestos or other hazardous materials or substances in any portion of the CUSTOMER'S property and has not conducted any investigation in connection herewith. CONTRACTOR does not perform asbestos or other hazardous materials or substance removal and CONTRACTOR shall have no responsibility whatsoever and CUSTOMER expressly releases CONTRACTOR from any liability whatsoever and for any claims arising out of its presence, release, remediation or removal and for any costs, losses or damages CUSTOMER may suffer or sustain if it is found to exist on the CUSTOMER'S property. In the event asbestos or other hazardous materials or substances are found to exist on the CUSTOMER'S property or if, in order to obtain a building permit for the work to be performed by CONTRACTOR as set forth herein, any remediation action or work, including investigation is required to be performed on the CUSTOMER'S property concerning asbestos or other hazardous materials or substances, all work by CONTRACTOR will cease until such time as CUSTOMER has, at CUSTOMER'S sole expense, caused said asbestos or other hazardous materials or substances to be removed in compliance with all applicable laws relating thereto.
- D. Mold or Mold Spores – CONTRACTOR recommends that you hire a professional water damages restoration company to clean and treat an area that has water damage or as a result of work performed. CONTRACTOR is not responsible for any damages or ill health caused by mold. CUSTOMER agrees to waive all claims against CONTRACTOR that may be related to such work.
- E. If for any reason, a maintenance visit is not performed either because of the CONTRACTOR or because of the maintenance agreement CUSTOMER, the monetary value does not exceed the cost of the maintenance agreement.

5. SOLUTION NOT PERFORMED

If suggested options are not chosen by the CUSTOMER and a failure is experienced, the CONTRACTOR is held harmless.

6. STOPPAGES

- A. CONTRACTOR will not clean any drainline or sewer lines through a roof vent, if deemed unsafe.
- B. Any drain cleaning cable which becomes stuck in the line is the responsibility of the CUSTOMER for removal and/or additional repairs.
- C. If a sewage spill is deemed hazardous material, the cost of clean up is the responsibility of the CUSTOMER.

7. LICENSE, PERMITS, AND FEES

- A. CUSTOMER shall furnish and pay for, at their own expense, all taxes, permits, and license fees required to legally perform the repair work in accordance with this Agreement.
- B. Access to the property for an agent of administrative authority must be provided within a reasonable time. Should reasonable access not be provided, it may result in additional charges to the CUSTOMER.
- C. If at any time the administrative authority asks for additional works not related to our original contract, the work is the responsibility of the CUSTOMER. CONTRACTOR will provide an additional CONTRACT PRICE for that work.

TERMS AND CONDITIONS

- D. All notices related to work performed by the CONTRACTOR which are sent to the property owner must be forwarded to the CONTRACTOR and a reasonable amount of time allowed for the process.

8. PAYMENT

- A. All work is done on a fixed CONTRACT PRICE. The price includes Materials, Tax and Labor. NO BREAKDOWN WILL BE PROVIDED!
- B. Payment for the work described herein this Agreement shall be immediately due upon completion of the work, unless otherwise specified in writing.
- C. No deduction shall be made from payments due CONTRACTOR on account of penalty, liquidated damages, back charges for alleged defective work, or other sums withheld from payments to other CONTRACTORS, or on account of the cost of charges or defects in the work. Furthermore, CUSTOMER agrees and recognizes that payment for services rendered by CONTRACTOR when due is an express condition precedent to CONTRACTOR continuing work as herein described in this Agreement. CUSTOMER recognizes that the failure to pay for services when due shall entitle CONTRACTOR to terminate work immediately. In the event that CONTRACTOR terminates work for non-payment as herein described, CONTRACTOR shall be entitled to all of its reasonable expenses including, but not limited to, cost of labor, materials, a reasonable allowance for overhead and profit, and all other compensation as allowed by law. All warranties will be void.
- D. A monthly service charge of 1.5% will be added after 10 days. CUSTOMER agrees to pay reasonable attorney's fee and court costs in the event of legal action. If the check does not clear, CUSTOMER realize that CUSTOMER could be liable for 3 times the amount of the check, in no case more than \$1,500 and in no case less than \$100 all set forth in the California Civil Code Section 1719, plus the face value of the check and court costs.
- E. Upon satisfactory payment being made for any portion of the work performed, the CONTRACTOR shall, upon request and prior to any further payment being made, furnish the person contracting for the home improvement or swimming pool a full or unconditional release of any claim or mechanic's lien pursuant to Sections 8400 & 8404 of the Civil Code (prior to July 1, 2012, it was Civil Code Section 3114), for that portion of the work for which payment has been made.

9. RIGHT TO TERMINATE IN EVENT OF DISPUTE

In the event of a dispute between CONTRACTOR and CUSTOMER, CONTRACTOR and CUSTOMER agree that the CONTRACTOR immediately terminate the work described herein. In the event of such termination, CONTRACTOR shall be entitled to payment for all costs of all labor, materials, reasonable profit and overhead. In the event of cancellation by CUSTOMER after contract has been signed, CONTRACTOR is entitled to a minimum fee of 10% or \$1000 whichever is less. In the event of cancellation by CUSTOMER after work was commenced, CONTRACTOR is entitled to 10% or payment for work performed, whichever is more.

10. NOTICE OF DEFECTIVE WORK

Upon completion of the work, CUSTOMER agrees to exercise due diligence in inspecting the work for defective workmanship and materials. CUSTOMER agrees to notify CONTRACTOR within forty-eight (48) hours of completion of the work describe hereunder of all defective work, if any CUSTOMER agrees that upon discovery of any allegedly defective work, CUSTOMER shall immediately call CONTRACTOR, who shall have the first opportunity to repair the allegedly defective work. The failure to allow CONTRACTOR the first opportunity to repair the allegedly defective work shall void all warranties, express and implied hereunder. CUSTOMER agrees and recognizes that they shall not withhold any payments for allegedly defective work. CONTRACTOR is not responsible for reimbursement for work performed by any other company or individual.

11. SERVICES NOT COVERED

CONTRACTOR will not perform any other work or trade than that which is specified herein, including but not limited to carpentry, plaster/wall work, tile work, landscaping, masonry, flooring roofing, paving, etc., unless specified in writing. Unless otherwise stated, paint plaster, stucco, and accepted by CUSTOMER.

12. SCOPE OF AGREEMENT

This agreement represents the entire and integrated agreement between CUSTOMER and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either oral or written. This agreement may be amended only by written instrument offered by CONTRACTOR and accepted by CUSTOMER.

13. ATTORNEYS' FEES

In any legal action between the parties concerning or arising from or under this agreement, the prevailing party in such legal action shall be entitled, in addition to such other relief as may be granted, to its attorneys' and costs in such action. In addition, if, notwithstanding the foregoing, legal action is instituted by any party to enforce the terms of this agreement. Prevailing party in such litigation shall, in addition to such other relief as the court may grant, be entitled to an award of its attorneys' fees and costs. Costs to the prevailing party shall include statutorily recognized costs of suit and shall include expert witness fees, if applicable.

SEND ALL CORRESPONDENCE TO MR. ROOTER PLUMBING AT: P.O. BOX 3735, MONTEBELLO, CA 90640

ATTACHMENT D







ITEM # 14

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: James Coiner, Deputy Director

SUBJECT: **APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3878 WITH SHOCKWAVE ELECTRIC FOR A ONE-YEAR TERM EXTENSION AND INCREASE OF ANNUAL NOT-TO-EXCEED AMOUNT**

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement 3878 between the City of Montebello and Shockwave Electric for a One (1) Year Term Extension and increase the not-to-exceed amount from \$45,000 to \$85,000; and
2. Authorize the City Manager to execute the Amendment on behalf of the City; and
3. Approve by a four-fifths vote of the City Council the emergency repairs to sports field lights at Chet Holifield Park per Municipal Code Section 3.20 – Purchase System, Section 3.20.050 - Conformance with bidding procedures, subsection D; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,000 in Account No. 100-30-720-6040.10 (General Fund, Public Works, Park Maintenance, Contract Services Outside Contracts); and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Unforeseen vandalism and theft require emergency repairs to the sports field lights at Chet Holifield Park in the interest of public safety and to restore the use of the park for essential sports activities and other related park programs. The request is to appropriate \$40,000 in additional funding in Account No. 100-30-720-6040.10 (General Fund, Public Works, Park Maintenance, Other Contract Services) in Fiscal Year 2023-24 to process payment to Shockwave Electric for the repairs to the lights at Chet Holifield Park.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 3

Staff is also requesting the extension of the current agreement (No. 3878) for an additional year and increasing the total not-to-exceed amount to \$85,000 (from \$45,000). Staff estimates this additional funding will allow Shockwave to complete the emergency repairs at Chet Hollified Park, as well as any potential repairs through June 30, 2024 which might arise at other parks and facilities citywide. The Fiscal Year 2024-25 budget will be developed to include sufficient funding for this agreement at the new not-to-exceed amount.

BACKGROUND/DISCUSSION:

Parks are an integral part of the fabric that helps with residents' health and wellbeing. Parks and their programs offer the community the use of green space for leisure, relaxation, community gatherings, exercise and for competitive sporting events. The sports fields at Chet Holifield Park are important to the community, especially for residents that live in the southeast segment of the City.

The lights were vandalized at the beginning of February 2024. Copper wire and other electrical components were stolen, negatively impacting local neighborhoods. There is an increase in wire theft and public property vandalism due to the accessibility of recyclable material and lack of security to sell stolen goods at recycling centers. Scrap prices for copper in Los Angeles recycle centers are \$2.49 per pound for insulated wire and \$2.68 per pound for stripped wire. This park is utilized for sporting events that require the use of lighting for night games. Unfortunately, due to the vandalism, recreational programs are not fully actualized.

In order to bring the sports field lights to working condition, staff contacted Shockwave Electric who is a current City vendor that has experience and working knowledge of the City's electrical network at parks. The contractor excavated and found that due to the age of the infrastructure, the underground steel conduit was corroded, and appurtenances related to the electrical system were not to current electrical standards/codes. Therefore, staff provided directions to make the necessary emergency repairs and bring the system to current standards/codes.

Staff recommends approval of and acceptance from the City Council of the completed emergency repairs to the lights at Chet Holifield Park and to forgo the public contracting code procurement process per, "*Municipal Code Section 3.20.050(D) - Conformance with bidding procedures - City Council Authorization: When the city council by a **four-fifths vote** determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same.*"

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Approval of this item guarantees the continued use of sports programming at one of the busiest parks in the City. Staff is extremely conscientious of the need to secure infrastructure and there is a coordinated effort among several departments to ensure that public amenities are secured as best as possible from vandalism and theft. By authorizing payment to Shockwave Electric for the critical emergency electrical repairs, staff affirms its commitment to public safety and well-maintained park infrastructure.

The recommended actions would increase the total not-to-exceed contract amount to \$85,000, extend the term of the contract by one (1) year and amend the FY 2023-24 budget by increasing appropriations by \$40,000 in Account No. 100-30-720-6040.10 (General Fund, Public Works, Park Maintenance, Other Contract Services).

ATTACHMENT(S)

1. Attachment A - Amendment No 1 to Agr 3878
2. Attachment B - Agr No. 3878 - Shockwave Electric
3. Attachment C - Shockwave Electric

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3878
WITH SHOCKWAVE ELECTRIC**

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 13th day of March 2024, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and Shockwave Electric, (hereinafter referred to as the "Consultant"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, the Consultant and the City entered into that certain Agreement for On-Call Electrical Services by and between the City of Montebello and Shockwave Electric, dated March 9, 2021 ("Agreement"), pursuant to which City retained Consultant to provide On-Call Electrical Services, as further described in the Agreement; and

WHEREAS, the City awarded the Agreement to the Consultant based on their qualification, subsequent to a competitive selection process. However, the services needed, including costs and expenses, exceeded the anticipated scope of the Agreement, and City and Consultant desire to increase the maximum compensation allowable under the Agreement; and

WHEREAS, under Section 1. **SERVICES/COMPENSATION**, Consultant may exceed the maximum compensation with prior written consent of the City; and

WHEREAS, under Section 6. **EXTRA SERVICES**, of the Agreement, any extra services over and above the compensation need to be duly authorized in writing by the City Manager; and

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No. 1, as set forth below.

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:

AMENDMENTS

SECTION 1. "Services/Compensation." The city agrees to increase the annual amount not-to-exceed amount from \$45,000 to \$85,000 for the Professional Services set in the agreement.

AMENDMENT NO. 1 TO AGREEMENT NO. 3878

Page 2 of 3

SECTION 2. "Term." The Parties hereby acknowledge the exercise of Section 2. Term of Professional Service Agreement No. 3822, Amendment No. 1 which allows for the extension of the Agreement for an additional (1) year. The original termination/expiration date of the Agreement, as set on March 8, 2021, is hereby extended, and the Agreement will now terminate on March 8, 2025. This extension is in accordance with the provisions outlined in the Agreement, demonstrating the City's commitment to the continued provision of On- Call Electrical Services by Shockwave Electric.

SECTION 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[END OF AMENDMENT NO. 1]

[SIGNATURES ON THE FOLLOWING PAGES]

AMENDMENT NO. 1 TO AGREEMENT NO. 3878

Page 3 of 3

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")

CITY OF MONTEBELLO

("CONSULTANT")

SHOCKWAVE ELECTRIC

Raul Alvarez, City Manager

Chad Michael Manhood, Owner

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 3878

BY AND BETWEEN

CITY OF MONTEBELLO AND

SHOCKWAVE ELECTRIC

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on March 9, 2021, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and Shockwave Electric, a California corporation (hereinafter referred to as "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional contractor to provide on-call electrical services ("Project"); and

WHEREAS, 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. Except as otherwise expressly set forth herein, all terms, conditions, requirements, and provisions of the resulting agreement with CONTRACTOR for on-call electrical services are 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 on-call electrical services that are set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. CONTRACTOR shall be shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "A"** and incorporated fully herein by this reference ("Compensation") in an annual amount not-to-exceed Forty Five Thousand Dollars and 00/100 Cents (\$45,000.00). 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. Cost of living adjustments may be requested by CONTRACTOR and negotiated by the Parties beginning July 1, 2022; provided that if granted by CITY, such adjustment shall not-exceed five percent (5%) per year thereafter.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the written Notice to Proceed by 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, one-year (1) terms 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 CITY upon request.

SECTION 4. PREVAILING WAGES.

- a. Pursuant to Labor Code Section 1720, and as specified in 8 California Code of Regulations Section 16000, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- b. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
- c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.
- d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee

<http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

c. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

d. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five (1:5) except:

- i. When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the 90 days before the request for certificate; or
- ii. When the number of apprentices in training in the area exceeds a ratio of one to five (1:5); or
- iii. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- iv. When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

e. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

f. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices

g. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

h. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each

worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

i. CONTRACTOR and its subcontractors must be registered and remain registered with the California Department of Industrial Relations (DIR) throughout the term of this Agreement in accordance with the California Labor Code, including Labor Code Section 1771.1, and any successor or replacement provision thereto.

SECTION 5. 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 CITY, and ownership of said work product shall be retained by 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 CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to 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 6. EXTRA SERVICES.

No extra services over and above those expressly provided for herein shall be rendered by CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager") and/or his/her authorized designee.

SECTION 7. CITY SUPERVISION.

The City Manager, and/or his/her authorized designee, shall have the right of general supervision of all work performed by CONTRACTOR and shall be CITY's agent with respect to obtaining CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager and/or his/her authorized designee.

SECTION 8. 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. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, 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 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by CONTRACTOR during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of 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 11. INDEPENDENT CONTRACTOR.

a. CONTRACTOR is and shall, at all times, remain as to CITY a wholly independent contractor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of CONTRACTOR except as expressly set forth in this Agreement. 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 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 12. 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 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 13. 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. CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of CONTRACTOR to comply with this section.

SECTION 14. INDEMNIFICATION.

CONTRACTOR agrees to, and shall defend, indemnify, protect and hold harmless, 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 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 CITY.

SECTION 15. 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, CITY requires and shall be entitled to coverage for the higher limits maintained by 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 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 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 CITY.

Any deductibles or self-insured retentions must be declared to and approved by 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 10 of this Agreement.

SECTION 16. 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 17. 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 18. 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 Section shall survive the expiration or termination of this Agreement.

SECTION 19. 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 20. 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 21. 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 22. 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 (2nd) 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:

David Sosnowski
Director of Recreation & Community Services
Recreation & Community Services Department
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640
E-mail: dsosnowski@cityofmontebello.com

SECTION 23. 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 24. 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 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between 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
("CITY")



René Bobadilla, City Manager

SHOCKWAVE ELECTRIC
("CONTRACTOR")



(Signature)



Printed Name

Title: Owner

Dated: 3/9/2021

Dated: 4-8-21

ATTEST:



Christopher Jimenez
City Clerk

APPROVED AS TO FORM:



Arnold Alvarez-Glasman
City Attorney

Exhibit "A"
Schedule of Compensation

CITY OF MONTEBELLO



ON-CALL ELECTRICAL SERVICES

COST PROPOSAL

Contractor Name: Shockwave ElectricContractor License #: 917637Department of Industrial Relations #: 6261890-3130

Labor Only Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Labor/Hour	\$ <u>65</u> /hr	\$ <u>97.50</u> /hr	\$ <u>130</u> /hr
Supervisory/Hour	\$ <u>75</u> /hr	\$ <u>142.50</u> /hr	\$ <u>190</u> /hr
Labor and Equipment Items	Business Hours Rate	Overtime Hours Rate	Emergency/Holiday Rate
Bucket Truck w/labor	\$ <u>105</u> /hr	\$ <u>247.50</u> /hr	\$ <u>330</u> /hr
Regular Crane w/ labor	\$ <u>105</u> /hr	\$ <u>247.50</u> /hr	\$ <u>330</u> /hr
Crane 30 feet + w/labor	\$ <u>250</u> /hr	\$ <u>375</u> /hr	\$ <u>500</u> /hr
Materials Markup: <u>10</u> %			

Labor: is the cost per hour for one non-supervisory or apprentice personnel including all associated costs at prevailing wage rates.

Supervisory: is the cost per hour for one supervisory or journeyman/foreman personnel including all associated costs at prevailing wage rates.

Business Hours: are considered 7:00 a.m. through 4:30 p.m., Monday through Friday.

Overtime: is the cost per hour over an 8 hour workday or 40 hour work week or for hours worked after 4:30 p.m.

Materials Markup: is the percent added to the actual wholesale (no retail pricing will be accepted) cost of materials or special equipment rental. Proof of material costs will be required.

Emergency/Holiday: is the cost per hour for after-hours work with a two hour minimum response time or services performed on any national holiday at prevailing wage rate.

Authorized Representative: Chad MahoodSignature: Chad MahoodDate: 2/15/21

ATTACHMENT C

Estimate



Date	Estimate #
2/26/2024	2111

114 E.Linfield St.
Glendora CA,91740

Name / Address
City of Montebello Job: Hollifield Park Montebello, CA 90640

Project

Description	Qty	Rate	Total
Troubleshoot electrical that has been tampered with, damaged, or missing Cannot pull wire through underground piping due to pipes being corroded and rotted Remove existing and install 1- 100amp 3 phase panel due to existing being tampered with and damaged *City to provide panel cage cover Install 6- underground concrete pullboxes due to pipes being rotted from poles to underground 90s Install 3,600ft. of #8 wire from pole to pole due to wire being stolen Install wire from bottom of pole to top of light pole *1- boom lift provided Tac weld cover on pole so poles cannot be vandalized Connect and wire 8- light poles Labor and Material **NOT TO EXCEED** Additional Option: Retrofit 8- light poles from metal halide to LED Labor and Material \$4,600.00		28,900.00	28,900.00
		Total	\$28,900.00

Customer Signature: _____ Date: _____

Shockwave Signature: _____ Date: _____



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: James Coiner, Deputy Director

SUBJECT: **APPROVE AGREEMENT NO. 4168 WITH FLO-SERVICES, INC. FOR EMERGENCY REPAIRS OF THE SEWER LIFT STATION AT NATASHA LANE**

DATE: March 13, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve by a four-fifths vote of the City Council Agreement No. 4168 with Flo-Services for emergency repairs at the Natasha Lane sewer lift station for a not-to-exceed amount of \$60,000 under the authority of Municipal Code Section 3.20.050(D) - Conformance with bidding procedures; and
2. Approve the Emergency Repair and Maintenance Services to the Sewage Lift Station located at Natasha Lane per Municipal Code Section 3.20.050(D) - Conformance with bidding procedures; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$60,000 in Account No. 265-99-330-6040.45 (Grant, Engineering, Sewer Maintenance); and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

This item was not budgeted in the current fiscal year, and involved unforeseen major maintenance and repairs to the sewer lift station on Natasha Lane. These required repairs are estimated to cost \$60,000. Repairs to the sanitary sewer lift station were required due to the age of existing piping, valves and other equipment, installation of bypass pumping to help with maintenance, lack of redundancy, and other ongoing maintenance concerns. In addition, recent vandalism further damaged critical communications parts of the lift station, preventing the transmission of alerts to Staff.

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 2 of 3

The required repair work was completed in response to mechanical deficiencies and the urgency to repair both aging and vandalized infrastructure and ensure that sewage did not flow back into residential properties on Natasha Lane. Maintaining the system at this location is essential to protecting public health. The request is to approve Agreement No. 4168 in a not-to-exceed amount of \$60,000 and increase appropriations by \$60,000 in Account No. 265-99-330-6040.45 (Grants, Engineering, Sewer Maintenance).

BACKGROUND/DISCUSSION:

On November 9, 2017, the City entered into Agreement No. 3316 with Flo-services for annual preventative maintenance services of four (4) sewer pump stations located at:

1. Lincoln Avenue at Rancho Drive
2. Natasha Lane cul-de-sac
3. Lincoln Avenue at Sanchez Drive
4. Grant Rea Park

The Scope of Work under Agreement No. 3316 consisted of quarterly inspection and testing of equipment and minor repairs. Major repairs, replacement of equipment, and emergency repairs are additional services per the terms of Agreement No. 3316. Agreement No. 3316 with Flo-Services expired on November 9, 2022. The current repairs at Natasha Lane are beyond the normal scope of quarterly maintenance and must be done to ensure the continued proper functioning of the sewer lift station.

In the month of February, Staff was notified that the Natasha Lane Sewer Lift Station was not sending notifications for sewage levels or any mechanical system issues. Staff went to the lift station to investigate the issue, and upon inspection, discovered that the cellular system responsible for sending alert communications in an emergency was vandalized and stolen. In order to replace the stolen communication system, Staff reached out to Flo-Services for emergency repairs due to their experience with the City's Sewer Lift Stations. It is a critical component to maintaining the infrastructure that the City is responsible to keep in a functioning condition. Staff is requesting the City Council authorize the City Manager to enter into an agreement with Flo-Services to pay the outstanding invoice resulting from the and any pending invoices in regards to these specific emergency repairs.

Public Works staff will return to the City Council at a future meeting date to request issuing a Request for Proposals (RFP) for ongoing, regular maintenance of the City's four sewer lift stations (i.e., successor agreement to Agreement No. 3316 which expired on November 9, 2022). The Agreement recommended for approval here (Agreement No. 4168) has a limited scope and term intended to deal with the current emergency repairs due to vandalism and the overall age of the sewer lift station (originally installed in 2005).

Therefore, Staff recommends approval and acceptance from the City Council of the completed emergency repairs and forgo the public contracting code procurement process per, "*Municipal Code Section 3.20.050(D) - Conformance with bidding procedures - City Council Authorization: When the city council by a four-fifths vote determines to dispense*

CITY COUNCIL AGENDA REPORT - MEETING OF MARCH 13, 2024

Page 3 of 3

with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same."

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Approval of this item guarantees the continual health and wellness of the residents living on Natasha Lane. Upon approval of this item by the City Council, Staff will execute the agreement accordingly in a not-to-exceed amount of \$60,000, and approve amending the FY 2023-24 budget by increasing appropriations by \$60,000 in Account No. 265-99-330-6040.45 (Grants, Engineering, Sewer Maintenance).

ATTACHMENT(S)

1. Attachment A - Agreement No.4168 Flo-Services
2. Attachment B - Photos

NEXT STEPS:

N/A

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4168
WITH FLO-SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on **March 13, 2024** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and Flo-Services, Inc. (the "CONTRACTOR"). The CITY and the 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 emergency repair services in the CITY; and

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

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

SECTION 1. SERVICES / COMPENSATION.

A. All terms, conditions, requirements, and provisions of the Proposal for labor and materials to replace the damaged sewer Lift Station at the Natasha Lane cul-de-sac in the City of Montebello (March 1, 2024 and March 5, 2024) ("Proposal"), as such is set forth fully in **Exhibits "A-1" and "A-2"** 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. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Repair and Maintenance Services for the Sewage lift station at Natasha Lane as set forth fully in the Proposal, as such is set forth fully in **Exhibit "A-1" and "A-2"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONTRACTOR shall be compensated for performance of the Professional Services as set forth in the Proposal attached hereto as **Exhibit "A-1" and "A-2"** and incorporated fully herein by this reference ("Compensation"). The CONTRACTOR shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY. The total compensation shall not exceed \$60,000.

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire one (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement will not be extended.

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 2 of 11

SECTION 3. PERFORMANCE.

- a. The CONTRACTOR shall at all times, faithfully, competently, and to the best of its ability, experience and talent, perform all tasks described herein.
- b. The 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. The CONTRACTOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.
- d. The CONTRACTOR shall have the right to retain, subject to the CITY's approval, additional individuals, contractors or subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, contractors or subcontractors shall be the sole and exclusive responsibility of the CONTRACTOR.
- e. The CONTRACTOR shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the 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. The CONTRACTOR hereby agrees that all work product produced pursuant to this Agreement, and provided to the 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. The 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 the CONTRACTOR.
- b. All data, documents, discussion, or other information developed or received by the CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the 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. The CONTRACTOR agrees that the covenants contained in this Section 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 the CONTRACTOR under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 6. CITY SUPERVISION.

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 3 of 11

The City Manager shall have the right of general supervision of all work performed by the CONTRACTOR and shall be the CITY's agent with respect to obtaining the CONTRACTOR's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 7. TERMINATION.

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

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the 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 the 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, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services satisfactorily performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONTRACTOR. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONTRACTOR the part of Compensation which would otherwise be payable to the CONTRACTOR for services the 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 the CITY, the Parties agree that the CONTRACTOR shall be reimbursed for any "non-refundable" costs that the 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 the CONTRACTOR provides the CITY with adequate proof that the 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 the CONTRACTOR for its performance of services under this Agreement. The 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 employee of the CITY shall be employed by the 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 the CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the 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 or she is in any manner an elected official, officer, employee or agent of the CITY. No employee benefits shall be available to the CONTRACTOR in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONTRACTOR for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONTRACTOR, the CONTRACTOR's employees or the 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. The CITY shall not deduct from the Compensation paid to the 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 the CONTRACTOR. The CITY shall have no responsibility to provide the CONTRACTOR, its employees or subcontractors with workers' compensation insurance or any other insurance.

SECTION 11. PERS ELIGIBILITY INDEMNITY.

a. In the event that the CONTRACTOR or any employee, agent, or subcontractor of the 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, the CONTRACTOR shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the 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 the CITY.

b. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the 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 the CITY,

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 5 of 11

including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by t h e CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 12. LEGAL RESPONSIBILITIES.

The 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 t h e 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, the 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.

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 6 of 11

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.

The 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. The CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONTRACTOR's expense, the premium thereon.

At all times during the term of this Agreement, the CONTRACTOR shall maintain on file with the 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. The CONTRACTOR shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

The 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 (2) 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 the 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 the CITY. The 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 the CONTRACTOR shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the 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 the CONTRACTOR, and CONTRACTOR's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. The 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 the CITY, the CONTRACTOR shall either reduce or

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 7 of 11

eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as performance of CONTRACTOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

SECTION 15. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

The CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the 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 the CONTRACTOR and shall not bind or purport to bind the CITY and shall not release the 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 the 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 the County of Los Angeles, California. The Parties agree that the covenants contained in this Section 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:

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 8 of 11

- 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.

Page 9 of 11

SECTION 21. NOTICE.

If to Contractor: Flo-Services, Inc.
Attn: John Krukowski
3010 Floyd Street
Burbank, CA 91504-2599
(818) 847-2188

The 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 the CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. The CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, the 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.

The CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to the 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 the CONTRACTOR. The 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 the 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.

[SIGNATURE PAGE TO FOLLOW]

PROFESSIONAL SERVICES AGREEMENT NO. 4168

Page 11 of 11

("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

Flo-Services, Inc.

Raul Alvarez City Manager

John Krukowski, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit "A-1" – Flo-Services, Inc. Proposal for Natasha Lane
- Exhibit "A-2" – Flo Services Proposal to Replace Stolen Cellular Telemetry System

Exhibit “A-1”

Flo-Services, Inc. Proposal

Date	Invoice #
3/1/2024	22K520-9

Bill To
City of Montebello 1600 W. Beverly Blvd. Accts Payable Montebello, CA 90640

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Partial Invoice for work and services completed at Natasha Lane Sewage Pump Station-Approved Per James Coiner's e-mail dated 12/21/23 and Juan Hernandez Email dated 1-3-2024		
	Natasha Sewage Pump Station-Per Proposal 22-020 – Wet well Piping Replacement		
	PLEASE NOTE: AS A ONE TIME COURTESY TO THE CITY OF MONTEBELLO, WE LEFT THE OLD YEAR 5 RATE ADJUSTMENT IN EFFECT. THESE RATES ARE EXTREMELY OLD RATES AND WERE USED ON OUR ORIGINAL PROPOSAL # 22-020.		
	2-27-2024, 2-28-202 & 2-29-2024.		
	Travel to and from Natasha Lane Sewage Pump Station. Locked out, tagged out and Isolated pump #1.Removed the upper portion of the fiberglass pump station enclosure each day. Set up confine space entry equipment, entered the sewage wetwell utilizing confine space entry equipment/procedures each day. Once we performed entry, we installed a temporary pneumatic plug into the wet well inlet in order to isolate the flow. We chipped out the concrete from around the existing suction pipe wet well penetration of pump #1. We perform the removal and installation of the existing wet well suction piping with fittings of pump #1. We started installation of the wet well pipe supports on pump #1. Utilizing Mr. Rooter's vacuum truck each day, we vacuumed out and removed the sewage/debris from the wet well which is required to perform our work.		
24	Field labor and travel - portal to portal - 3 men - 24 hours at \$421.31 per hour	421.31	10,111.44
3	Confined Space Entry Fee - \$365.14 per day x 3 days	365.14	1,095.42
3	Portable Equipment and Tool Truck Usage Fee with Miscellaneous Consumable Supplies - \$480.00 per day x 3 days	480.00	1,440.00
156	Mileage - portal to portal - service truck - 52 miles at \$1.74 per mile x 3 trips	1.74	271.44
156	Mileage - portal to portal - utility truck - 52 miles at \$1.74 per mile x 3 trips	1.51	235.56
24	Field labor and travel - portal to portal - 1 man - 24 hours at \$151.67 per hour	151.67	3,640.08

*Please make checks payable to
FLO-SERVICES, INC.*



Total

Date	Invoice #
3/1/2024	22K520-9

Bill To
City of Montebello 1600 W. Beverly Blvd. Accts Payable Montebello, CA 90640

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Note: Mr Rooter Vacuum Truck with onsite personnel was on site each day to vacuum out the wet well after we entered the wet well. Their services was invoiced directly to the City. The vacuuming out and removal of the wet well sewage each day is time consuming and is adding at least an extra day to each piping installation. This will add a minimum of three extra days to our estimate.		

Please make checks payable to
FLO-SERVICES, INC.



Total	\$16,793.94
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NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances, such as a contractor's payment bond.

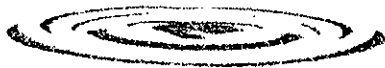
CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to:

Registrar Contractor's State License Board
P.O. Box 26000
Sacramento, California 95826

CONTRACTORS STATE LICENSE BOARD
STATE OF CALIFORNIA
DEPARTMENT OF
CONSUMER AFFAIRS
CONTRACTORS - LICENSE NO. 988492



FL  SERVICES, INC.



3010 FLOYD ST * BURBANK, CA 91504-2599

TEL: (818) 341-1111 FAX: (818) 341-1112
WWW.FLO-SERVICESINC.COM LIC# 988492

Exhibit “A-2”

Flo-Services, Inc. Proposal

March 5, 2024
 Proposal #24-013
 Page 1 of 4

City of Montebello
 1600 W. Beverly Blvd.
 Montebello, CA 90640

Attention: Mr. James Coiner
 Mr. Juan Hernandez

Reference: Natasha Sewage Pump Station
 Proposal to replace the existing stolen cellular telemetry system

Gentlemen,

Per our recent onsite visit to Natasha Lane Sewage pump station, we found the existing cellular telemetry system stolen and the telemetry enclosure to be damaged. Flo-services is pleased to present our estimated proposal to replace the unit as follows:

Estimated Field Labor and Travel-Portal to Portal-2 Men 8 Hours regular time \$318.00 Per Hour	\$2,544.00
1 Day- Estimated-Winch/Equipment Truck- Per day-\$480.00	\$ 480.00
Mileage - Portal to Portal- Service Truck 52 Miles @ \$1.85 Per Mile X 1 Trip-Estimated	\$ 96.20
1-One- Lot estimated wire, and terminals with hardware.	\$ 127.00
1-One- Replacement M850 RTU wireless alarm system in a NEMA 4X enclosure, to include backup battery, a power supply, and an low profile antenna with cable.	\$3,892.12
Sales Tax 10.25 %	\$ 411.96
Incoming Pars freight	\$ 38.00
Estimated price adder for Cellular telemetry replacement	\$ 7,589.28
	Initial

Note: This is an estimated proposal. The city will be invoiced for actual time and material required. Per our conversation with James Cornier, the city will be responsible for furnishing and installing a security enclosure around the new replacement cellular telemetry equipment to try to prevent future theft and or damage to this equipment.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

The Sellers work and responsibility is expressly limited to providing materials and performing the services listed in this proposal. Design, application and direction for work and materials are to be provided by and responsibility of the Buyer. Flo- Services Total liability of the Seller for this purchase agreement including indemnity, liquidated damages, actual damages, special damages, and consequential damages is limited to the coverage offered and paid by the Seller's insurance policies for all other Seller's liabilities, including liquidated/actual damages, due to delivery delays.

Liquidated/Actual damages are further limited to what is assessed by the Owner, paid to Owner and assessed due to the sole cause of Seller's delays.

FLO-SERVICES Contractor's license Number is: 988492

The expiration date of FLO-SERVICES Contractor's license is: 11/30/24

Bidder acknowledges that Section 7028.15 (e) of the Business and Professions Code provides as follows:

A license contractor shall not submit a bid to a public agency unless his or her contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations herein are made under penalty of perjury. Any

bid not containing this information, or a bid containing the information, which is subsequently proven false, shall be considered non-responsive and shall be rejected by the public agency."

The undersigned declares, under penalty of perjury, that the representations made by the undersigned in the bid proposal are true and correct.

Thank you for your consideration to this proposal.

Very truly yours,


John Krukowski
FLO-SERVICES, INC.

TERMS OF SALE

1. ACCEPTANCE. "SELLER" is Flo-Services, Inc. who may function as a SUB-CONTRACTOR, REPAIR AND SERVICE ORGANIZATION OR VENDOR. "BUYER" is the CUSTOMER who may function as a CONTRACTOR, OWNER, ETC. These terms govern the purchase and sale of equipment, contractor's services, etc., referred to in SELLER'S proposal or acknowledgement. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing.
2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may proceed on a "when ready" basis and partial invoice for the equipment that has shipped and/or services rendered. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
3. RETENTIONS, unless herein authorized by SELLER, are not allowed.
4. BACK CHARGES The BUYER agrees to pay reasonable BACK CHARGES (based on actual cost plus profit, overhead and taxes) for any special services, additional equipment, repairs etc. made necessary by the omissions, mistakes, accidents, negligence or miscalculations of the BUYER, ENGINEER or OWNER. Commensurate with the urgency, nature and scope of the back charge, SELLER shall give BUYER advance notice of the intended back charge, but such advance notice shall not be a prerequisite for BACK CHARGES against the BUYER. Any BACK CHARGES from the intended BUYER, not authorized in writing by SELLER, will not be recognized.
5. DELIVERY. SELLER shall not be liable for delays due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control.
6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
8. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
9. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYERS responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. Within the policy limitations of the SELLERS insurance policies, SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLERS sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER's indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim.
8. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
9. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLERS prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYERS purchase order/contract.

Accepted: SELLER

Flo-Service, Inc.

By: _____

Date: _____

Accepted: BUYER

By: _____

Date: _____

Submitted: FLO-SERVICES, INC



By: John Krukowski

Date: 3-5-2024

CONTRACTORS LICENSE NO. 988492

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceeding, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full.

You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device that is appropriate under the circumstances, such as a contractor's payment bond.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten years of the date of the alleged violation. Any questions concerning a contractor may be referred to:

Registrar Contractor's State License Board
P.O. Box 26000
Sacramento, California 95826

CONTRACTORS STATE LICENSE BOARD
STATE OF CALIFORNIA
DEPARTMENT OF
CONSUMER AFFAIRS
CONTRACTORS - LICENSE NO. 988492



FL  **-SERVICES, INC.**

3010 FLOYD ST.*BURBANK, CA 91504-2599
TEL: (818) 847-2188*FAX: (818) 847-2256
www.flo-servicesinc.com *LIC#988492

ATTACHMENT B











MISSION COMMUNICATIONS (877) 993-1911

Model 150 Model 850

Input Description

Input	Description
D1	Input 1
D2	Input 2
D3	Input 3
D4	Input 4
D5	Input 5
D6	Input 6
D7	Input 7
D8	Input 8
A1	Input 9
A2	Input 10
R1	Input 11
R2	Input 12
R3	Input 13

SD card

Touch LCD

Ethernet

Radio module

Sounder

Digital inputs

Relays

Antenna connection

Key reader

S/N: 22MIS34641

FC





ITEM # 16

**APPROVAL OF MINUTES: FEBRUARY 14, 2024, CITY COUNCIL MEETING;
FEBRUARY 28, 2024, CITY COUNCIL MEETING**

AMENDED AGENDA



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, FEBRUARY 14, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:02 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Tamayo, and Councilmember Torres. City Clerk Jimenez and City Treasurer Matanga were also present. Councilmember Jimenez arrived at 6:17 p.m.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Senior Deputy City Clerk Kimberly Guillen, Deputy City Clerk Nelly Ochoa, Department Directors Michael Solorza, Adrianna Kendricks, David Sosnowski, Cesar Roldan, and Fire Chief Pelaez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Item.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

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

Mayor Peralta recessed the meeting into Closed Session at 6:03 p.m. to consider the following Closed Session item:

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)

Third Tolling Agreement with BKK Working Group related to the BKK Class I Landfill Cost Recovery Efforts (one matter)

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Peralta reconvened the meeting at 6:49 p.m.

All members were present, except for Councilmember Jimenez, to discuss the Closed Session Item. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, City Council unanimously directed the City Attorney's Office to execute the third tolling agreement; no action was taken, and nothing to further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by City Clerk Jimenez.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez stated that Item No. 2 would be moved to a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS**2. RECOGNITION OF NEW POLICE DEPARTMENT EMPLOYEES**

Item was moved to the next meeting.

3. MONTEBELLO PREVENTION AND SUPPORTIVE SERVICES FOR UNHOUSED AND AT-RISK INDIVIDUALS PRESENTATION

Fire Chief Fernando Pelaez and Assistant Director Angelica Palmeros provided a presentation of the item. The presentation included information regarding the community support and outreach division, type of program interventions, target service areas, types of service provided, funding, and operations of the Stay Safe Project.

Councilmember Torres stated that the City Council should be aware of the funding that is allocated to assist those who need assistance for substance abuse when this is a County-wide issue.

Mayor Pro Tem Melendez requested staff to research opportunities for the City to address the County on Senate Bill 43.

Councilmember Jimenez inquired about the steps taken by staff following the passing of a housed individual. She also inquired about the federal law restricting encampments.

Mayor Peralta inquired about temporary and permanent housing options, how landlords could participate in the program, and incentives for participating landlords. She also inquired about one of the housing facilities.

Assistant Director Palmeros provided clarification.

4. MONTEBELLO CORRIDOR GRADE SEPARATION PROJECT PRESENTATION BY SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Carrie Inciong, P.E., Senior Project Manager of the San Gabriel Valley Council of Governments, presented the item.

Councilmember Tamayo inquired about the date for the upcoming Open House.

Councilmember Torres inquired about the traffic plan status. Senior Project Manager Inciong provided clarification.

City Manager Alvarez stated that the City would send construction notices to the residents.

5. BLACK HISTORY MONTH

Presented by Mayor Peralta.

6. AMERICAN HEART MONTH

Presented by Mayor Peralta.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

Mayor Peralta recessed the Council Meeting for a short break at 7:54 p.m.

Mayor Peralta reconvened the meeting at 7:59 p.m.

The City Clerk's Office acknowledged eight(8) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Alvarez announced the upcoming Budget Presentations and invited the community to attend and participate.

City Clerk Jimenez provided information related to the Presidential Primary Election of March 5, 2024.

REGULAR BUSINESS

7. FISCAL YEAR 2023-24 SECOND QUARTER BUDGET REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file this agenda report and the presentation on the Fiscal Year 2023-24 Second Quarter Budget Report; and,
2. Amend the Master Position Control to Add One (1.0) Community Services Coordinator and One (1.0) Recreation Supervisor Full-Time Equivalent to the Parks and Recreation Department (Attachment C); and,
3. Amend the Fiscal Year 2023-24 budget in the amounts and in the accounts listed in Attachment D; and,
4. Take whatever additional actions necessary.

Director of Finance Michael Solorza provided a presentation of the item.

Councilmember Tamayo inquired about the Marketplace share of \$400,000.

Mayor Peralta inquired about an additional transaction tax on Monterey Park.

Councilmember Tamayo inquired about the total number of homes sold at Metro Heights.

City Manager Alvarez stated that the City was planning to give the Community an update on Metro Heights through a presentation.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss, including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Members of the public pulled Item Nos. 8, 10, and 11 for public comment.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres that Item No's. 9, 12-16, be approved; the motion passed unanimously.

8. RECEIVE AND FILE THE CITY OF MONTEBELLO FIRST MILE / LAST MILE MASTERPLAN

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City of Montebello First Mile / Last Mile Masterplan; and
2. Take such additional, related, action that may be desirable.

The City Clerk's Office acknowledged one (1) member of the public wishing to address the City Council. The Speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

9. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3857 WITH BLAIS AND ASSOCIATES, LLC TO PROVIDE GRANT WRITING AND MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3857 with Blais and Associates, LLC for professional grant writing and management services to exercise the first of the available two, one (1) year term extensions; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City of Montebello; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

10. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3822 WITH COMPLETE LANDSCAPE CARE, INC. EXTENDING THE TERM TWO (2) YEARS AND EXPANDING THE SCOPE OF SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3822 with Complete Landscape Care Inc. to extend the agreement for two (2) additional years and expand landscape maintenance services to Montebello City Park Monument, Montebello City Park Youth Center, Senior Center South Wing Enclosed Patio, and North Ridge Park; and
2. Increase the total not-to-exceed amount of the agreement by \$60,000 per year (\$120,000 over the two (2) year extension term); and
3. Authorize the City Manager to execute Amendment No. 1 to Professional Service Agreement No. 3822; and

4. Take all other additional actions deemed necessary

The City Clerk's Office acknowledged one(1) member of the public wishing to address the City Council. The speaker was provided three minutes to address the City Council and said speaker card is on file at the City Clerk's office.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

11. AMENDMENT OF AGREEMENT NO'S. 893, 3213, AND 3323 RELATED TO QUIET CANNON MANAGEMENT AND ASSOCIATED BUSINESS ENTITIES

RECOMMENDATION: It is recommended that the City Council:

1. Approve the amended Agreements related to the Quiet Cannon Management (QMC) and associated hotel business entities in substantially the form as presented; and
2. Authorize the City Manager to execute the aforementioned agreements.

The City Clerk's Office acknowledged four(4) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council, and said speaker cards are on file at the City Clerk's office.

Council spoke in opposition of the item.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres, to approve the item; the motion passed by the following vote:

MOVED: Melendez	SECONDED: Torres	APPROVED: 4-0-0-1
AYES: Melendez, Tamayo, Peralta, Torres		
NOES: None		
ABSTAIN: None		
ABSENT: Jimenez		

12. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4175 WITH YUNEX, LLC FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement No. 4175 with Yunex, LLC for traffic signal maintenance services in an annual amount not-to-exceed \$280,000 and authorize the City Manager to execute the Professional Services Agreement; and
2. Approve payment of unpaid invoices with Yunex, LLC for traffic signal maintenance services in the amount of \$95,616; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion passed unanimously.

13. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP 24-11) FOR CITYWIDE ELEVATOR MAINTENANCE SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing a Request for Proposals (RFP 24-11) for citywide elevator maintenance services; and
2. Take whatever additional actions are necessary and required.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion passed unanimously.

14. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 2937 BETWEEN THE CITY OF MONTEBELLO AND SAN GABRIEL VALLEY WATER COMPANY (SGVWC) ALLOWING FOR THE CONTINUED SERVICE OF NON-POTABLE RECYCLED WATER FOR IRRIGATION PURPOSES AT GRANT REA PARK FOR A PERIOD

OF 10 YEARS**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Amendment No. 1 to Agreement No. 2937 between the City of Montebello and San Gabriel Valley Water Company allowing for the continued service of non-potable recycled water for irrigation purposes at Grant Rea Park for a period of 10 years; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 2937, in a final form approved by the City Attorney.
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion passed unanimously.

15. AUTHORIZE AN INCREASE TO THE BLANKET PURCHASE ORDER WITH HI-WAY SAFETY**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize an increase to the existing Blanket Purchase Order with Hi-Way Safety in the amount of \$95,000; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion passed unanimously.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-09 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 14, 2024**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-09 approving the Warrant Register dated February 14, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Torres to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED**AB 1234 TRAVEL REPORTS**

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

Council attended the ICA Conference in Santa Barbara.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- Georgina Tamayo, Councilmember
- David N. Torres, Councilmember
- Salvador Melendez, Mayor Pro Tem
- Angie M. Jimenez, Councilmember

1. Ask for council consensus to direct staff to look into opportunities to provide Narcan training citywide.
2. Wonder Woman Wednesdays beginning Wednesday, February 28.
3. Miércoles de Mujer Maravilla

1. Councilmember Jimenez requested Council consensus to direct staff to look into opportunities to provide Narcan training citywide. Consensus was received.
2. Councilmember Jimenez announced her upcoming event.

- **Scarlet Peralta, Mayor**

1. Requesting council consensus to explore reinstating the park ranger program as a proactive step towards enhancing safety in our public parks.
2. Requesting council consensus to initiate the development of a Vision Zero Strategy to reduce accidents and traffic-related fatalities, and increase safe, healthy, and equitable streets/mobility within our community.
3. Requesting council consensus to initiate the development of a City Climate Resiliency Action Plan to address critical issues related to climate change and sustainability within our city and access grant funding aimed at supporting resiliency efforts.
4. Seeking council consensus to expand social programming on mental health and wellness to include young adults.

Mayor Peralta requested to move her Council Orals to the next meeting.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 28, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, February 11, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta requested to adjourn in memory of five Marines: Captain Jack Casey, Lance Corporal Donovan Davis, Sergeant Alec Langen, Captain Benjamin Moulton, and Captain Miguel Nava.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo to adjourn the meeting at 9:30 p.m.

THE MINUTES OF FEBRUARY 14, 2024, ARE HEREBY APPROVED AND ADOPTED ON THIS 13TH DAY OF MARCH 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **CITY OF MONTEBELLO FORECASTED AGENDA**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

1 ✓

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/14/2024 **TIME RECEIVED:** 5:53 pm

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

2

✓

CITY OF MONTEBELLO

Request No. _____



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2-14-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Rosemary Gurrola **PHONE:** _____
(Optional)

ADDRESS: Montebello Library
(Optional)

ORGANIZATION REPRESENTED: Library

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM



CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** January 24 meeting

MEETING DATE: 2.14.24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Joseph Sanchez **PHONE:** (323) 864-9509
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ **Non-Agenda Item** ☒ **AGENDA ITEM NO.** 10/11/14

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 14 February 2014 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MARGOT DALE EISER **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: Self and concerned citizens

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 5



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/14/24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Anna Jurado **PHONE:** _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 6



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Linda Nicklas

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

MATCH

90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☒

AGENDA ITEM NO. 11-11-11

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE:

2/14/24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Will Cervera

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐

Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 8



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 02-14-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSATAMAYO **PHONE:** 373-724-6099
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

8

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

2.14.24

TIME RECEIVED:

SPEAKER'S FULL NAME:

Josep Sanchez

PHONE:

(323) 864-9509

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO.

10

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

2/14/2024

TIME RECEIVED:

SPEAKER'S FULL NAME:

MARGOT EISER

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

ACCOMMODATIONS:

TRANSLATION NEEDED:

No ☒

Yes ☐

Language:

RECEIVED BY STAFF:

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

1 ✓

CITY OF MONTEBELLO

Request No.



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. #11

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 2/14/2024 **TIME RECEIVED:** 5:52 pm

SPEAKER'S FULL NAME: Vincent La Rocca **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT:

Closed Session ☐

Non-Agenda Item ☐

AGENDA ITEM NO. 11

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: _____

MEETING DATE: 2/14/24

TIME RECEIVED: _____

SPEAKER'S FULL NAME: Alexandra Briseno

PHONE: _____

(Optional)

ADDRESS: N. Vail Ave

(Optional)

ORGANIZATION REPRESENTED: Resident

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 11

Opposed ☐ In Support ☐ Neutral ☒ **TOPIC:** info

MEETING DATE: 2-14-24 **TIME RECEIVED:** 6:00

SPEAKER'S FULL NAME: Jessie Valencia

PHONE: 323 816-5558
(Optional)

ADDRESS: 032 N 3rd St
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ **Language:** _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4 ✓



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐

AGENDA ITEM NO. 11

Opposed ☐ In Support ☐ Neutral ☐

TOPIC: _____

MEETING DATE: 2/14/2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: MARGOT EKER

PHONE: _____

(Optional)

ADDRESS: _____

(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

February 14, 2024

Linda Nicklas Co- Founder of MATCH90640 address on file

I'm retired, of course I am going to read all 548 pages of item 11 including the giving away of the largest agreement on our city's largest property.

Also, can someone explain to me how the city can give away a property they don't even own? What is J & S going to say about this? If you approve this you're going to open up the city to another lawsuit.

This evening, I have given each of you copies of Surplus Land Act for the record so each person involved in item 11, cannot plead ignorance of the law.

Also I have given copies of contract dated October 12th, 2005 where it breaks down exact uses for public park, open spaces and golf course land.

Per contract states should be voted upon by the citizens of Montebello, that is us !

This property "should be conserved and protected for the benefit of all its citizens. "This is a city built property , a city is not for profit and this agreement is a gift of public funds.

This also seems like a State HCD violation.

Can you CM tell us how much money the city will be making because I read the tiered step up of \$7 million, then \$9.5 million then \$12 million dollars, would you explain that to us please. I'm retired, how much does the city make from this amazing deal? Over 67,000 residents depend on your judgement to lead this city.

I find it ironic Mr. Alvarez the City Manager has been here 3 weeks and he has been given the power by consensus to award a 30-year contract costing up to \$12 million dollars and yet the former CM wasn't allowed to buy a pencil without your approval, what hypocrisy.

Also, a contract should protect both parties, I've said this to you CA Glasman, this contract sure looks like it's one sided and not protecting the city at all.

You Mayor Umm Peralta owe Mr. Dudley Chee a public apology, for the disrespectful way he was treated about speaking. The last meeting was so out of control, never again can we be warned about clapping or speaking out.

Direct from California League of Cities. State of California Constitution as written:

a. **Set forth in Cal. Const., art. XVI, § 6 b.** Prohibits the giving or lending public funds to any person or entity, public or private i. Prohibition includes aid, making of gift, pledging of credit, payment of liabilities 1. Encompasses the giving of monetary funds and any "thing of value" ii. "Legislature shall have no power to give or to lend, or to authorize the giving or lending, of the credit of the State, or of any county, city and county, city, township or other political corporation or subdivision of the State now existing, or that may be hereafter established, in aid of or to any person, association, or corporation, whether municipal or otherwise, or to pledge the credit thereof, in any manner whatever, for the payment of the liabilities of any individual, association, municipal or other corporation whatever; nor shall it have power to make any gift or authorize the making of any gift, of any public money or thing of value to any individual, municipal or other corporation whatever"

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MONTEBELLO DECLARING ITS INTENT
CONCERNING THE FUTURE DISPOSAL OF PUBLIC
PARKS, OPEN SPACE AND PUBLIC GOLF COURSE
PROPERTY**

WHEREAS, from time to time, the City of Montebello receives unsolicited requests to sell portions of its municipal golf course, public parks and open space property for development and other purposes; and

WHEREAS, the City Council of the City of Montebello ("City Council") believes that such public properties are local resources for the citizens of Montebello and should be conserved and protected for the benefit of all of its citizens; and

WHEREAS, the City Council acknowledges that there are procedures contained in California Government Code, Section 38440, et seq., and other state laws that may require the City to hold a public hearing on any proposed sale of park land and determine any protests received at a public hearing; and

WHEREAS, the City Council further believes that to the extent any such sale is considered for public park, open space or golf course land, it should be voted upon by the citizens of Montebello; and

WHEREAS, by adopting this Resolution, the City Council hopes to inform its citizens, businesses and developers concerning these intentions.

BE IT NOW THEREFORE RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Montebello hereby declares that should the City consider a proposal to sell all or a portion of any public park, open space or golf course land, it shall direct that the matter be placed before the citizens of the City of Montebello as an initiative measure to be voted upon by registered voters legally residing in the City.

SECTION 2. For purpose of defining terms in Section 1, above, "open space" shall be defined as passive open space used for environmental mitigation, fire buffers, or public trails.

PASSED, APPROVED AND ADOPTED this 12th day of October,

2005.



William M. Molinari

William M. Molinari, Mayor

APPROVED AS TO FORM:

ATTEST:

Robert J. King

Robert J. King, City Clerk

Marco A. Martinez
Marco A. Martinez, City Attorney

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

I, ROBERT J. KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No. 05-101A as duly and regularly approved and adopted by the Montebello City Council at their regular meeting held on the 12th day of October 2005, as approved by law by the following vote:

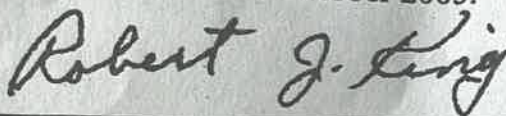
AYES: Members: Vasquez, Saucedo, Bagwell, Lopez-Reid, Molinari

NOES: Members: None

ABSTAIN: Members: None

ABSENT: Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 12th of October 2005.



Robert J. King, City Clerk

(rsoatst)



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, FEBRUARY 28, 2024 AT 6:00 PM

**CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA**

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Peralta called the meeting to order at 6:01 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Tamayo, and Councilmember Torres. City Treasurer Matanga was also present.

Councilmember Jimenez arrived at 6:03 p.m.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Arlene Salazar, Deputy City Clerk Nelly Ochoa, Management Analyst Samantha Nevarez, Department Directors: Michael Solorza, Adrianna Kendricks, David Sosnowski, Cesar Roldan, Joseph Palombi, and Police Chief Paul Espinosa were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, the public may submit a speaker card to the City Clerk staff for Closed Session items, prior to the beginning of this statement. Speakers will be called in the order received. Please be aware that the maximum time allotted for members of the public to speak on Closed Session items shall not exceed three (3) minutes per person. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

None.

CLOSED SESSION

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

Mayor Peralta recessed into Closed Session at 6:02 p.m. to consider the following Closed Session items:

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Irma Macias v. City of Montebello, et al.
Los Angeles Superior Court Case No. 22STCV13534

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Carrera v. City of Montebello, et al.
Los Angeles Superior Court Case No. 21STCV24612

3. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA, MMPA, MEMA, SMART-TD, and unrepresented employees.

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Peralta reconvened the meeting at 7:11 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1 and Item No. 2, a briefing was provided to City Council, City Council provided direction, but no action was taken, and nothing to further to report; item No. 3, a briefing was provided to City Council, no action was taken, and matter will come back for City Council consideration at a future date.

INVOCATION

Led by City Attorney Alvarez-Glasman.

PLEDGE OF ALLEGIANCE

Led by City Treasurer Matanga.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Raul Alvarez announced the following correction: Item No. 13 should state that the total estimated expense for the additional architectural and engineering services is \$41,160, not \$40,410.

Mayor Peralta added a certificate of Recognition for Councilmember Torres.

CEREMONIAL ITEMS/PRESENTATIONS**4. CITIZEN OF THE MONTH - DIANA REYMUNDO**

Presented by Mayor Peralta.

Mayor Peralta also presented a Certificate of Recognition to Councilmember Torres.

5. CRIME AND COMMUNITY RELATIONS UPDATE

Presented by Police Chief Paul Espinosa. The presentation provided an update on calls for service and violent crimes that occurred in 2022 versus 2023. Chief Espinosa also echoed his concern about park safety and presented a plan to obtain additional sworn and civilian staff to create a specialized team to secure parks during peak hours.

Council commended Chief Espinosa on his presentation.

Councilmember Jimenez expressed her appreciation for community engagement, the decrease in crime due to the increase in the police force, and the graffiti tracking system. Councilmember Jimenez also voiced that she would like to understand the fiscal impact before agendizing the plan for approval.

Mayor Pro Tem Melendez had a question about our impact on a policy level to help decrease graffiti within the City of Montebello. Chief Espinosa stated he would need to do more research on the impact on a policy level but gave some options that could help decrease graffiti, such as: investing in a graffiti tracker that is relatively affordable to help track chronic taggers, holding chronic taggers accountable through punishment or diversion programs, and using portable cameras in areas that are vandalized. City Manager Alvarez added that it is important that the graffiti is removed as soon as possible and encouraged the community to report it when they see it. He also highlighted that operationally we have 7-day coverage for graffiti removal. Mayor Peralta also encouraged residents of Montebello to download and use the Montebello App as a resource for the community to report graffiti, potholes, schedule bulky item pick-ups, see updates in real time, and much more.

Councilmember Jimenez expressed her excitement for the Parks Safety Plan and acknowledged the importance of removing graffiti in a timely manner as safety is a top priority.

Councilmember Tamayo praised Chief Espinosa for taking steps to make the City safer for the community. She also suggested investing in prevention or diversion programs as a next step to add to community safety.

Mayor Peralta commended Chief Espinosa and City Manager Alvarez for bringing forward a comprehensive plan to reinstate and improve park safety so the community feels safer.

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the public may submit speaker card(s) to the City Clerk staff, for both agenda and non-agenda items, prior to the beginning of this statement; Public Hearing items do not require a speaker card.

The City Council will address non-agenda items during this section and speakers will be called in the order received. Those persons not accommodated during this 30-minute period will have an opportunity to speak under "Public Comments – Continued", after all scheduled matters have been considered. **Public Hearing, Regular Business and/or Consent Calendar items will be addressed at the time that matter of business is heard, in the order received.**

Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor and City Council.

The City Clerk's Office acknowledged three (3) members of the public wishing to address the City Council. Speakers were provided three minutes to address the City Council and said speaker cards are on file at the City Clerk's office.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

PUBLIC HEARING

6. **PUBLIC HEARING TO ADOPT RESOLUTION NO. 24-10 APPROVING THE DRAFT FISCAL YEAR 2024-25 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") AND HOME INVESTMENT PARTNERSHIPS ANNUAL ACTION PLAN, THE HOME REHABILITATION GRANT PROGRAM AND AMENDMENT NUMBER TWO OF THE 2022 CDBG COMMERCIAL FAÇADE PROGRAM**

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to consider adopting Resolution No. 24-10 approving the draft Fiscal Year 2024-25 Community Development Block Grant and HOME Investment Partnerships Annual Action Plan; and
2. Adopt Resolution approving the HOME Investment Partnership Program funded HOME Rehabilitation Grant Program Guidelines; and
3. Adopt Resolution approving Amendment Number Two of the 2022 Community Development Block Grant ("CDBG") Commercial Façade Program Guidelines regarding Program Location Boundary; and
4. Take such additional, related action that may be desirable.

*Mayor Peralta opened the Public Hearing at 8:50 p.m.
There were no speakers.*

Councilmember Torres commented on his concern about a restriction on the program. He mentioned that the program is only open to people that are making 80% of the area's median income and the types of properties eligible for the funds would have to be 95% of the median sales price, which is \$735,000. Councilmember Torres voiced his concern that individuals that may benefit from the program may have a fixed income or be retirees, causing them to not have the income to rehabilitate their home. These individuals may also get disqualified from the program for various reasons such as the value of the home surpassing the HUD imposed limit. He asked his fellow Councilmembers to convey this information to the HUD, so they are aware that they are missing a significant segment of the population that could benefit from the funds when considering applicants. Councilmember Torres also stated he believed the Council could do more to help expand the opportunity and make it easier for people to participate in the program. It was recommended and proposed that there be a change to the owner occupancy requirement depending on the amount given to the beneficiary: 5 years occupancy for \$10,001-\$15,000, 10 years occupancy for \$15,001-\$40,000, and 15 years occupancy for over \$40,000. City Manager Raul Alvarez added that the owner occupancy requirement would be 3 years if the funds were under \$10,000. Another way to make the program more accessible, as stated by Councilmember Torres, would be to compile a list of pre-approved contractors to assist them with completing the work needed. An open solicitation would be available on the City website for contractors to apply, and the City would maintain the list for the residents to use. Director of Planning and Community Development, Joseph Palombi, confirmed that the contract list would be something he could accommodate. Councilmember Torres finished his comments by encouraging the community to take advantage of the program.

For the record, Director Palombi will be revising the Commercial Facade Program to make a change from "Matching Funds" to "Five Percent Contribution".

Mayor Pro Tem Melendez had a question about liability with the list of pre-approved contractors that Councilmember Torres proposed due to a previous housing incident with a resident. Director Palombi answered that they corrected the housing incident by having an interview panel with qualified contractors and used general fund as funding. He also stated that the pre-approved list would be assembled by reference checks and available to residents, but no recommendations would be given.

Councilmember Tamayo asked for clarification on the Commercial Facade Program being under utilized last year. Director Palombi confirmed and stated that they lowered the threshold and increased the amount available for the allocation. Currently, there are two business applications, \$25,000 each, which will be completed in the next coming weeks and would leave \$35,000 left over. City Manager Alvarez added that they would discuss the amount used from the CDBG at a future meeting. Councilmember Tamayo also wanted confirmation on the reasoning behind the \$700,000 with the 15% set aside for the program. Senior Management Analyst Isela Slordia answered that the amount allotted is over the 15% set aside because they had not used some of the HOME funds, so they were not allocated because of an issue regarding program income that had been unidentified.

Mayor Peralta praised the innovation to make homes accessible to the community and to provide funding for the residents that is not restrictive. She stated that the goal is to ensure that the funding allocations are intentional and accessible to residents.

Mayor Perlata closed the public hearing at 9:16 p.m.

Councilmember Torres motioned to approve the item with the following recommendations: (1) updating the HOME occupancy scheme as read into the record by City Manager Alvarez; (2) compiling a list of pre-approved contractors that potential applicants can use; (3) conveying to HUD that the current HOME scheme makes it restrictive for certain residents;

(4) updating the language in the Facade program to make it clear there is a 5% contribution, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

REGULAR BUSINESS

7. **FISCAL YEAR 2024-25 CITY COUNCIL BUDGET PRIORITY SETTING**

RECOMMENDATION: It is recommended that the City Council:

1. Provide feedback to Staff regarding budget priorities for Fiscal Year 2024-25 guided by the strategic principles outlined in the agenda report below; and,
2. Take such additional, related action that may be desirable.

Director of Finance Michael Solorza provided a presentation that included a budget overview, information on revenue and expenditures, and the development process for the fiscal year. Director Solorza also commented that there were two community forums that allowed the residents to provide feedback.

Mayor Peralta commended Director Solorza and his team on the budget forums.

Mayor Peralta recessed the meeting at 9:33 p.m. to allow individuals to write their ideas and feedback on the easel pads provided.

Mayor Peralta reconvened the meeting at 9:46 p.m.

No additional feedback was submitted.

Councilmember Torres expressed his appreciation towards Director Solorza for being transparent with the community and allowing them to provide feedback. He read into the record some comments that he received: a resident on behalf of their parents asked to provide small grants to provide safety cameras to senior citizens; a comment that community art is sorely needed; a District 1 resident commented that there needs to be an update on the speed bumps, lights, and street signs to help with speeding vehicles in La Merced; a District 2 resident mentioned there should be programs that support food security such as a community garden; and lastly in District 4 a resident commented on his frustration due to lack of parking in Los Angeles Avenue. Councilmember Torres echoed the resident's comment on getting programs to support and uplift small businesses. Councilmember Torres mentioned that there needs to be a budget as the City also needs to think about a maintenance phase and the employment of new staff for Police and Fire.

Mayor Pro Tem Melendez stated the importance of street and tree maintenance, programming, and public safety. He also stated that he would like to see presentations on improvement projects, so there could be a discussion before the budget since they can adjust accordingly based on the perspective. Councilmember Torres directed staff to redistribute the plan that was approved last year to help with Mayor Pro Tem Melendez's concerns.

Councilmember Jimenez commented on the safety on the South side of the city. She stated a lot of work has been done and it still needs to be done in the City.

Councilmember Tamayo thanked Director Solorza for the presentation and echoed her agreement for economic development front, park improvement, and infrastructure.

Mayor Peralta stated that she saw public safety as a priority and she looked forward to the plan presented by Chief Espinosa. She appreciated the opportunity to be innovative to help the community feel safer and look better. Lastly, Mayor Peralta encouraged the community to complete the online budget survey so the City Council could see their feedback.

Councilmember Torres motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a member wishes to discuss,

including any items the public submitted speaker cards for, should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any Ordinance.

Councilmember Torres pulled Item No's 9 and 10. Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, that Item No's 8, 11-16 be approved; the motion passed unanimously.

8. AWARD PROFESSIONAL SERVICES AGREEMENT, NO. 4180 TO KIMLEY-HORN AND ASSOCIATES, INC. FOR THE BUS STOP IMPROVEMENT PROJECT (BSIP) CONSULTING SERVICES REQUEST FOR PROPOSAL NO. 24-7

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4180 to Kimley-Horn and Associates, Inc. for the Bus Stop Improvement Project (BSIP) Consulting Services for RFP No. 24-7; and
2. Authorize the City Manager to execute and finalize the Professional Services Agreement on behalf of the City of Montebello with Kimley-Horn and Associates, Inc.; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

9. APPROVE AGREEMENT NO. 4183 WITH NEW FLYER OF AMERICA, INC. TO PURCHASE THREE, FORTY-FOOT, HEAVY DUTY HYDROGEN FUEL CELL TRANSIT BUSES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4183 with New Flyer of America, Inc. (New Flyer), to purchase three (3), forty-foot (40'), Heavy Duty Hydrogen Fuel Cell Transit Buses; and
2. Authorize the City Manager and/or their designee to approve change orders for up to two percent (2%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

Councilmember Torres shared his appreciation for Senator Archuleta as they have helped move Montebello to a more sustainable future. He also wanted to know how the buses being replaced were going to be disposed of. Director of Transportation Adrianna Kendricks answered that the buses would be auctioned off.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

10. APPROVE ISSUING A REQUEST FOR PROPOSAL, NO. 24-12 FOR BUS DETAILING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Bus Detailing Services Request for Proposal (RFP) No. 24-12; and
2. Take such additional, related action that may be desirable.

Councilmember Torres wanted to know if this was a previous or new contract. Director Kendricks confirmed that the City had contracted them before, but due to the COVID pandemic the contract was terminated, so they are looking to approve the request again.

Councilmember Torres motioned, seconded by Mayor Pro Tem Melendez, to approve the item; the motion passed unanimously.

11. AUTHORIZATION TO ISSUE SUMMER FOOD SERVICE PROGRAM PROVIDER REQUEST FOR QUOTATIONS (RFQ No. 24-1)

RECOMMENDATION: It is recommended that the City Council:

1. Authorize Staff to issue a Request for Quotations (RFQ No. 24-1) for Summer Food Service Program Provider; and
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

12. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NOS. 24-13 AND 24-14 FOR THIRD-PARTY ADMINISTRATOR SERVICES FOR THE CITY'S SELF-FUNDED WORKERS COMPENSATION AND GENERAL LIABILITY PROGRAMS

RECOMMENDATION: It is recommended that the City Council:

1. Approve issuing a Third-Party Administrator Services Request for Proposal (RFP No. 24-13) for the City's self-funded workers' compensation program; and
2. Approve issuing a Third-Party Administrator Services Request for Proposal (RFP No. 24-14) for the City's self-funded general liability program; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

13. APPROVE AMENDMENT NO. 4 TO AGREEMENT NO. 3937 WITH SPORTFIVE GOLF, LLC FOR ADDITIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 4 to Agreement No. 3937 with SPORTFIVE Golf, LLC for additional architectural and engineering services in the amount not-to-exceed \$40,410; and
2. Authorize the City Manager to execute the amendment on behalf of the City; and
3. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$40,410 in Account No. 310-30-302-6040.80 (Golf Course Renovation Project, Public Works, Engineering Services); and
4. Take such additional, related, action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

14. REPORT OF EMERGENCY REPAIRS TO THE POLICE DEPARTMENT BUILDING AND APPROVAL OF CONTRACTS FOR REQUIRED REPAIR AND REMEDIATION WORK

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the City Managers report of emergency repairs to the Montebello Police Department headquarters building pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the repairs, remediation, and purchases are of an emergency nature and are required for use of the first floor of the Police Departments Men's and Women's locker rooms; and
3. Authorize the City Manager by a four-fifths (4/5) vote of the City Council, to execute professional service agreements with Pro Ceramic Tile, Mr. Rooter Plumbing, and Premier Wall Systems; for the repair of the Montebello Police Department at an estimated total cost of \$450,000; and
4. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$450,000 in Account No. 100-80-840-7115 (General Fund, Police, Headquarters Rehab-Repair); and
5. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

15. APPROVAL OF MINUTES: JANUARY 10, 2024, CITY COUNCIL AND SUCCESSOR AGENCY MEETING; JANUARY 10, 2024, CITY COUNCIL MEETING; JANUARY 24, 2024, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-11 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED FEBRUARY 28, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-11 approving the Warrant Register dated February 28, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Tamayo, to approve the item; the motion passed unanimously.

PUBLIC COMMENTS - CONTINUED

AB 1234 TRAVEL REPORTS

Members will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

No reports provided.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

- David N. Torres, Councilmember
- Salvador Melendez, Mayor Pro Tem
- Angie M. Jimenez, Councilmember
- Georgina Tamayo, Councilmember
- Scarlet Peralta, Mayor
 1. Requesting council consensus to explore reinstating the park ranger program as a proactive step towards enhancing safety in our public parks.
 2. Requesting council consensus to initiate the development of a Vision Zero Strategy to reduce accidents and traffic-related fatalities, and increase safe, healthy, and equitable streets/mobility within our community.
 3. Requesting council consensus to initiate the development of a City Climate Resiliency Action Plan to address critical issues related to climate change and sustainability within our city and access grant funding aimed at supporting resiliency efforts.
 4. Seeking council consensus to expand social programming on mental health and wellness to include young adults.

1. Mayor Peralta commented on the Park Ranger program and reiterated how Chief Espinosa was working on a comprehensive plan to assist with park safety.

2. Mayor Peralta praised the installation of the Traffic and Safety Commission. She provided a brief statement to express the need for a Vision Zero Strategy. Mayor Pro Tem Melendez asked if there was a budget associated with it. Mayor Peralta answered that she only wanted to get consensus to explore the funding that could be received. Consensus was received.

3. Mayor Peralta provided a brief statement to express the need to initiate the development of a City Climate Resiliency Action Plan; consensus was received.

4. Mayor Peralta provided a brief statement to expand social programming on mental health and wellness, including young adults. Councilmember Jimenez commented on her non-profit that focuses on mental health and includes activities such as yoga and other holistic programs. Consensus was received.

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on March 13, 2024, at 6:00 p.m.**, which can be live-streamed at <https://www.montebellocal.gov> (Click on Live Stream).

I, Kimberly Guillen, Senior Deputy City Clerk for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, February 25, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned in the memory of Jackie Juarez. Councilmember Tamayo motioned, seconded by Mayor Pro Tem Melendez to adjourn the meeting at 10:21 p.m.

THE MINUTES OF FEBRUARY 28, 2024 ARE HEREBY APPROVED AND ADOPTED ON THIS 13TH DAY OF MARCH 2024.

EXHIBIT - CITY OF MONTEBELLO FORECASTED AGENDA

Please note, the attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.

- **City of Montebello Forecasted Agenda**

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 1



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to the statement of oral communications being read and/or 6:00 p.m., whichever is later.

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** Non-Agenda

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 02-28-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TAMAYO

PHONE: 323-724-6099
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No.

2



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** Non-Agenda

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Gracie Hobbins **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: MATCH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. _____

3



SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☒ **AGENDA ITEM NO.** Non-Agenda

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Anna B Garado **PHONE:** _____
(Optional)

ADDRESS: _____
(Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Good evening

Linda Nicklas Co-Founder of MATCH90640, address on file.

I would like to address the speaker that told lies regarding the Top Golf contract, FYI former Mayor Cobos Cawthorne was Not on the City Council in 2016 nor 2017. She took office in December 2018, along with Mayor Pro Tem Melendez. Torres lost when he ran in that election and did not take office till February of 2019 after Former Mayor Cobos Cawthorne helped him win that election, in hindsight the biggest mistake done to our city.

I challenge speaker Briseno to show us a signed contract by former Mayor Cobos Cawthorne because it does not exist. Next time Briseno reads a prepared statement she should do her homework, so she doesn't appear like the moron Torres who probably wrote her statement.

Back last year in December Briseno and a man were recorded banging on the City Hall glass doors, all

could hear her screaming and threatening they better not sign that 30-year contract to Perrin.

Maybe I missed it but Briseno did not yell and cause a scene when her 3 stooges voted to award Perrin the 30 year contract, that's what I'd call a Hypocrite!

Next time Briceno, mentions the former Mayor Cobos Cawthorne don't forget to mention Measure H that has given our city over \$ 26 Million dollars, and it will benefit our city forever.

Thanks to Cobos Cawthorne the city has a surplus of over a million dollars this year, the city has more Police Officers making a better wage along with more Firemen.

Former Mayor Cobos Cawthorne's legacy will continue to benefit our City of Montebello long after all of you are gone.

Unlike the lawsuits Torres is currently costing the taxpayers millions of dollars. Is that why you weren't included in closed session last meeting Torres, another settlement was being negotiated?



ITEM # 17

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-14 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MARCH 13, 2024**

RESOLUTION 24-14
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1568, consisting of 7 pages, and including:

Warrant No.

General: Check No. 602621 through 602734
ACH No. 5789 through 5875

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance 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 passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 13th day of March 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-14

Page 2 of 2

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-14 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13th day of March 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full, and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
5789	02/22/2024	\$337.95	SUPPLIES	3163	BANK OF AMERICA
5790	02/22/2024	\$930.75	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5791	02/22/2024	\$4,420.15	SUPPLIES	3163	BANK OF AMERICA
5792	02/22/2024	\$1,889.48	SUPPLIES	3163	BANK OF AMERICA
5793	02/22/2024	\$6,403.65	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5794	02/22/2024	\$25.00	SUPPLIES	3163	BANK OF AMERICA
5795	02/22/2024	\$65.75	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5796	02/22/2024	\$3,559.73	SUPPLIES	3163	BANK OF AMERICA
5797	02/22/2024	\$2,000.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5798	02/22/2024	\$400.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5799	02/22/2024	\$400.00	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5800	02/22/2024	\$359,080.09	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5801	02/22/2024	\$7,489.95	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5802	02/22/2024	\$6,964.69	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5803	02/22/2024	\$724,675.51	PENSION/RETIREMENT PAYABLE	17	CAL PERS
5804	02/22/2024	\$4,312.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
5805	02/22/2024	\$69,756.79	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
5806	02/22/2024	\$203.79	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5807	02/22/2024	\$343.98	SUPPLIES	62880	AMERICAN MARKER
5808	02/22/2024	\$40.00	CARPOOL INCENTIVE	289	ANDREA ANDRADE
5809	02/22/2024	\$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
5810	02/22/2024	\$152.15	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
5811	02/22/2024	\$6,934.04	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES LLC
5812	02/22/2024	\$305.61	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
5813	02/22/2024	\$1,161.58	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
5814	02/22/2024	\$40.00	CARPOOL INCENTIVE	3706	ALEX GILLMAN
5815	02/22/2024	\$40.00	CARPOOL INCENTIVE	2533	LAURENCE GONG
5816	02/22/2024	\$40.00	CARPOOL INCENTIVE	3123	NEIRA YESSIE GRANADOS
5817	02/22/2024	\$40.00	CARPOOL INCENTIVE	4280	NADINE HERNANDEZ



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5818	02/22/2024	\$40.00	CARPOOL INCENTIVE	73180	MONICA HUERTA
5819	02/22/2024	\$26,503.46	CONTRACT SERVICES	2793	IBE DIGITAL
5820	02/22/2024	\$8,352.18	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
5821	02/22/2024	\$62.78	SUPPLIES	2811	LIGHT BULB DEPOT 38 LLC
5822	02/22/2024	\$550.00	CONTRACT SERVICES	3276	MARK ROBERT LOPEZ
5823	02/22/2024	\$18,275.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
5824	02/22/2024	\$231.00	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
5825	02/22/2024	\$40.00	CARPOOL INCENTIVE	2203	SAMANTHA NEVAREZ
5826	02/22/2024	\$40.00	CARPOOL INCENTIVE	138	BRIANNON PADILLA
5827	02/22/2024	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
5828	02/22/2024	\$258.89	TRAINING	2795	DAVID PARK
5829	02/22/2024	\$654.40	TRAVEL & MEETINGS	3114	SCARLET PERALTA
5830	02/22/2024	\$40.00	CARPOOL INCENTIVE	3712	MATTHEW ROBERT RAMOS
5831	02/22/2024	\$102.89	SUPPLIES	1120	BLUETRITON BRANDS INC
5832	02/22/2024	\$1,069.20	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5833	02/22/2024	\$225.00	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
5834	02/22/2024	\$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO
5835	02/22/2024	\$30.00	CARPOOL INCENTIVE	2985	KEVIN SAYCOCIE
5836	02/22/2024	\$145.16	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5837	02/22/2024	\$40.00	CARPOOL INCENTIVE	3001	MICHAEL SOLORZA
5838	02/22/2024	\$40.00	CARPOOL INCENTIVE	3053	MICHAEL TELLES
5839	02/22/2024	\$40.00	CARPOOL INCENTIVE	1091	JANELLE TORRES
5840	02/22/2024	\$1,183.56	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5841	02/29/2024	\$2,470.15	SUPPLIES	3163	BANK OF AMERICA
5842	02/29/2024	\$635.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5843	02/29/2024	\$442.14	SUPPLIES	3163	BANK OF AMERICA
5844	02/29/2024	\$446.80	SUPPLIES	3163	BANK OF AMERICA
5845	02/29/2024	\$983.89	SUPPLIES	3163	BANK OF AMERICA
5846	02/29/2024	\$70.56	SUPPLIES	3163	BANK OF AMERICA
5847	02/29/2024	\$235.95	SUPPLIES	3163	BANK OF AMERICA



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
5848	02/29/2024	\$191.17	SUPPLIES	3163	BANK OF AMERICA
5849	02/29/2024	\$12.50	SUPPLIES	3163	BANK OF AMERICA
5850	02/29/2024	\$1,801.73	SUPPLIES	3163	BANK OF AMERICA
5851	02/29/2024	\$4,204.12	TRAINING	3163	BANK OF AMERICA
5852	02/29/2024	\$3,580.57	SUPPLIES	3163	BANK OF AMERICA
5853	02/29/2024	\$3,888.55	TRAINING	3163	BANK OF AMERICA
5854	02/29/2024	\$597.51	TRAVEL & MEETINGS	3163	BANK OF AMERICA
5855	02/29/2024	\$115,570.89	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
5856	02/29/2024	\$1,742.80	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
5857	02/29/2024	\$105,025.96	CONTRACT SERVICES	3016	ANTARES GOLF LLC
5858	02/29/2024	\$6,141.20	CONTRACT SERVICES	962	MO DION & SONS INC
5859	02/29/2024	\$59,445.21	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
5860	02/29/2024	\$59,870.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
5861	02/29/2024	\$62,324.90	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
5862	02/29/2024	\$54,054.02	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
5863	02/29/2024	\$500.00	SUPPLIES	2795	DAVID PARK
5864	02/29/2024	\$44,906.40	CONTRACT SERVICES	42180	PCAM LLC
5865	02/29/2024	\$1,664.15	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
5866	02/29/2024	\$463.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
5867	02/29/2024	\$1,852.75	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
5868	02/29/2024	\$1,033.26	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
5869	02/29/2024	\$579.94	CONTRACT SERVICES	3176	PHILLIP SISNEROS
5870	02/29/2024	\$3,100.05	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
5871	02/29/2024	\$1,608.12	DUES & SUBSCRIPTIONS	1644	TRITECH SOFTWARE SYSTEMS
5872	02/29/2024	\$727.10	UNIFORM EXPENSE	3066	V & V MANUFACTURING INC
5873	02/29/2024	\$128.78	SUPPLIES	17180	FERNANDO VALLE
5874	02/29/2024	\$9,119.60	SUPPLIES	3088	WAXIES ENTERPRISES LLC
5875	02/29/2024	\$1,489,309.81	CONTRACT SERVICES	3981	ALLIANCE BUILDING SOLUTIONS, INC.
ACH TOTAL		\$3,298,785.24			



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602621	02/22/2024	\$2,250.79	UTILITY SERVICES	38380	AT&T
602622	02/22/2024	\$292.85	UTILITY SERVICES	39550	AT&T
602623	02/22/2024	\$39.33	UTILITY SERVICES	39550	AT&T
602624	02/22/2024	\$133.92	VEHICLE MAINTENANCE/EXPENSES	4443	ERL BERNARD
602625	02/22/2024	\$30.00	CARPOOL INCENTIVE	3980	RICHARD BOUT
602626	02/22/2024	\$114.34	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
602627	02/22/2024	\$609.00	CONTRACT SERVICES	40850	MARIA E CASAS
602628	02/22/2024	\$111.10	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
602629	02/22/2024	\$1,547.13	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
602630	02/22/2024	\$70.00	PARKS AND RECREATION	4437	ELIZABETH DE ANDA
602631	02/22/2024	\$1,300.00	CONTRACT SERVICES	4442	EXTRA ANCESTRAL INC
602632	02/22/2024	\$672.60	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
602633	02/22/2024	\$2,280.05	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
602634	02/22/2024	\$13.63	MAIL/ POSTAL EXPENSE	3167	GLS US
602635	02/22/2024	\$40.00	CARPOOL INCENTIVE	3681	LIZETTE GUERRERO
602636	02/22/2024	\$195.03	TRAVEL & MEETINGS	3528	ESTEFANIA HERNANDEZ
602637	02/22/2024	\$68.00	PARKS AND RECREATION	4436	LIAN HERRERA
602638	02/22/2024	\$297.49	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
602639	02/22/2024	\$775.00	TRAVEL & MEETINGS	28160	INDEPENDENT CITIES ASSOCIATION
602640	02/22/2024	\$39,758.58	CONTRACT SERVICES	2539	JL GROUP LLC
602641	02/22/2024	\$14,015.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
602642	02/22/2024	\$40.00	CARPOOL INCENTIVE	4439	DANESSA DANETTE LLANES
602643	02/22/2024	\$2,500.00	DUES & SUBSCRIPTIONS	3134	LOS ANGELES COUNTY ECONOMIC DEVELOPMENT
602644	02/22/2024	\$698.60	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
602645	02/22/2024	\$4,561.60	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
602646	02/22/2024	\$185.00	GENERAL GOVERNMENT	4444	ANNETTE LOSOYA
602647	02/22/2024	\$68.00	PARKS AND RECREATION	4435	SOPHIA MARQUEZ
602648	02/22/2024	\$161.44	TRAVEL & MEETINGS	2316	SALVADOR MELENDEZ
602649	02/22/2024	\$68.00	PARKS AND RECREATION	4438	CYNTHIA MORALES
602650	02/22/2024	\$899.00	CONTRACT SERVICES	41180	MANUEL NUNEZ



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602651	02/22/2024	\$211.70	SUPPLIES	15620	OFFICE DEPOT INC
602652	02/22/2024	\$40.00	CARPOOL INCENTIVE	4327	ROSEMARY PERICH
602653	02/22/2024	\$22.85	UTILITY SERVICES	36610	CITY OF PICO RIVERA
602654	02/22/2024	\$1,697.03	SUPPLIES	29420	PRO FORCE LAW ENFORCEMENT
602655	02/22/2024	\$5,116.02	CONTRACT SERVICES	3279	PROCURE AMERICA LLC
602656	02/22/2024	\$305.59	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602657	02/22/2024	\$30.00	CARPOOL INCENTIVE	4429	ELISEO RAMOS
602658	02/22/2024	\$136.00	PARKS AND RECREATION	4434	VERONICA REYES
602659	02/22/2024	\$428.19	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602660	02/22/2024	\$68.00	PARKS AND RECREATION	4431	ALEXIS SERNEK
602661	02/22/2024	\$151.42	TRAINING	3630	USIEL SERVIN
602662	02/22/2024	\$35.00	PARKS AND RECREATION	4433	STEPHANIE SILVA
602663	02/22/2024	\$3,566.88	SUPPLIES	4427	SMITH CREATIVE INC
602664	02/22/2024	\$2,991.49	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602665	02/22/2024	\$10,496.10	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
602666	02/22/2024	\$200.00	CONTRACT SERVICES	4441	VALYN SPOTTSVILLE
602667	02/22/2024	\$12,453.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
602668	02/22/2024	\$1,889.28	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
602669	02/22/2024	\$7,103.25	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
602670	02/22/2024	\$864.41	TRAVEL & MEETINGS	2441	DAVID TORRES
602671	02/22/2024	\$2,705.42	UTILITY SERVICES	72570	US TELEPACIFIC CORP
602672	02/22/2024	\$2,172.60	CONTRACT SERVICES	1188	TYLER TECHNOLOGIES INC
602673	02/22/2024	\$624.86	SUPPLIES	45120	ULINE INC
602674	02/22/2024	\$730.30	CONTRACT SERVICES	4410	VANTAGE ID APPLICATIONS INC
602675	02/22/2024	\$2,939.54	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
602676	02/22/2024	\$68.00	PARKS AND RECREATION	4432	RUDITH ZAVALA
602677	02/22/2024	\$148.43	SUPPLIES	2905	ZUTRA WATER
602678	02/29/2024	\$990.79	CONTRACT SERVICES	2922	ARA H BALAYAN
602679	02/29/2024	\$1,127.59	CONTRACT SERVICES	2922	ARA H BALAYAN
602680	02/29/2024	\$6,622.66	UTILITY SERVICES	39550	AT&T



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602681	02/29/2024	\$58.86	UTILITY SERVICES	39550	AT&T
602682	02/29/2024	\$3,151.00	CONTRACT SERVICES	3953	BANNER BANK
602683	02/29/2024	\$16,621.00	CONTRACT SERVICES	913	CARASOFT TECHNOLOGY CORPORATION
602684	02/29/2024	\$250.00	GENERAL GOVERNMENT	3475	SONIA CHAVEZ
602685	02/29/2024	\$6,822.06	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
602686	02/29/2024	\$4,239.90	CONTRACT SERVICES	3568	CIVICPLUS LLC
602687	02/29/2024	\$1,574.36	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
602688	02/29/2024	\$310.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
602689	02/29/2024	\$2,134.18	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
602690	02/29/2024	\$3,480.33	SUPPLIES	27910	DOOLEY ENTERPRISES INC
602691	02/29/2024	\$57,522.53	MACHINERY & EQUIPMENTS	4325	FARO TECHNOLOGIES, INC.
602692	02/29/2024	\$250.00	TRAINING	4447	YVETTE FERNANDEZ
602693	02/29/2024	\$5,661.36	ACCOUNTS RECEIVABLE	69390	ANDREW M FIVECOAT
602694	02/29/2024	\$65.00	PARKS AND RECREATION	4450	OSCAR GALLEGOS
602695	02/29/2024	\$3,450.00	CONTRACT SERVICES	3558	GLICKSMAN CONSULTING LLC
602696	02/29/2024	\$68.00	PARKS AND RECREATION	4117	ROSA GOMEZ
602697	02/29/2024	\$573.00	EDUCATION REIMBURSEMENT	3618	GABRIEL GONZALEZ
602698	02/29/2024	\$5,078.01	ACCOUNTS RECEIVABLE	4451	BRION GORRELL
602699	02/29/2024	\$2,755.00	MACHINERY & EQUIPMENTS	4313	HOMELAND SECURITY AND SAFE INC
602700	02/29/2024	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
602701	02/29/2024	\$11,304.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
602702	02/29/2024	\$150.00	TRAINING	3507	MARK KIM
602703	02/29/2024	\$1,633.15	CONTRACT SERVICES	4810	LA COUNTY DEPT OF PUBLIC WORKS
602704	02/29/2024	\$834.40	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
602705	02/29/2024	\$698.60	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
602706	02/29/2024	\$8,158.50	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
602707	02/29/2024	\$2,264.00	CONTRACT SERVICES	3915	LOWELL EDWARD KUM SOON SUE
602708	02/29/2024	\$250.00	TRAINING	4394	DAVID MEDINA
602709	02/29/2024	\$6,772.80	ADVERTISING/PRINTING SERVICES	3116	MONARCH LITHO INC
602710	02/29/2024	\$6,583.70	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC



City of Montebello
Register of Demands No. 1568
From Payment Date 02/16/2024 - To Payment Date 02/29/2024

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
602711	02/29/2024	\$250.00	GENERAL GOVERNMENT	4446	ANGEL MORAN
602712	02/29/2024	\$4,319.09	ACCOUNTS RECEIVABLE	8720	SCOTT MORTON
602713	02/29/2024	\$491.85	SUPPLIES	1474	NATIONAL TRENCH SAFETY INC
602714	02/29/2024	\$2,319.16	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL INC
602715	02/29/2024	\$4,500.00	CONTRACT SERVICES	4297	PRO LINE GYM FLOORS
602716	02/29/2024	\$205.59	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
602717	02/29/2024	\$13,588.97	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
602718	02/29/2024	\$250.00	GENERAL GOVERNMENT	4449	ROSA RODRIGUEZ
602719	02/29/2024	\$5,462.83	ACCOUNTS RECEIVABLE	728	ENRIQUE ROJAS JR
602720	02/29/2024	\$3,098.62	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
602721	02/29/2024	\$5,963.71	SUPPLIES	4349	SATELLITE INDUSTRIES INC
602722	02/29/2024	\$32,595.29	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
602723	02/29/2024	\$458.43	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
602724	02/29/2024	\$1,561.70	DUES & SUBSCRIPTIONS	4160	SOUTHERN CALIFORNIA MUNICIPAL ATHLETIC FED
602725	02/29/2024	\$20,085.00	UTILITY SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
602726	02/29/2024	\$27,648.00	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
602727	02/29/2024	\$8,466.65	CONTRACT SERVICES	45120	ULINE INC
602728	02/29/2024	\$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
602729	02/29/2024	\$37,667.57	CONTRACT SERVICES	3850	VARIABLE SPEED SOLUTIONS, INC.
602730	02/29/2024	\$1,041.25	UTILITY SERVICES	23610	VERIZON WIRELESS
602731	02/29/2024	\$1,231.07	SUPPLIES	9470	W W GRAINGER INC
602732	02/29/2024	\$2,690.10	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
602733	02/29/2024	\$72.69	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
602734	02/29/2024	\$1,263.58	MISCELLANEOUS EXPENSE	4452	JUAN SANCHEZ JR
CHECK TOTAL		\$476,692.10			
GRAND TOTAL		\$3,775,477.34			



EXHIBIT

CITY OF MONTEBELLO FORECASTED AGENDA

NOTE: The attached exhibit is a draft version that is to be used for reference purposes only; agenda items, information, and dates are subject to change. The exhibit will be placed at the end of the Agenda Packet.



City Council Forecasted Agenda Calendar - March

March 27th - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Recognition of New Police Department Employees	Presentation	Police	Chief Espinosa
	Adoption of User Fees for Golf Course	Regular Business	Parks & Rec	David Sosnowski
	Rules of Order for CC and SA Meetings	Consent	City Attorney	Arnold Alvarez-Glasman
	2nd Reading of Ordinance No. 2475 Brownfield Overlay District - Montebello Municipal Code Amendment - Chapter 17.49 and Chapter 17.37	Consent	Planning	Jospeh Palombi
	Request Authorization from City Council to submit an application for ATP Cycle 7 - Focus on Via Campo from Gerhart Ave to Garfield Ave	Consent	Public Works	Cesar Roldan
	Resolution adopting SB1 Streets - Focus on Via Campo from Gerhart Ave to Garfield Ave - Re-surfacing Vail Avenue between Beverly and Railroad tracks (southside)	Consent	Public Works	Cesar Roldan
	LA County MS4 Municipal Program Fund - Annual Plans are due April 1st of each year for the upcoming Fiscal Year	Consent	Public Works	Cesar Roldan
	Request Authorization from City Council to submit an application to the Department of Energy - Deadline for to submit application is April 30, 2024	Consent	Public Works	Cesar Roldan
	Request Authorization to seek proposals for oversight of CalRecycle's SB1383 organics compliance program	Consent	Public Works	Cesar Roldan
	Approve a Purchase Agreement No. XXXX to _____ for Support Vehicles Purchase	Consent	Transit	John Soria
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael Sosnowski