



**CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING**

WEDNESDAY, MAY 22, 2024 AT 6:00 PM

**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 Human Resources
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
Ramon Figueroa
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 LABOR NEGOTIATORS**
Government Code Section 54957.6
Agency Negotiators: Raul Alvarez
Labor group: Montebello Police Association
2. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Government Code Section 54956.8
Property: 602, 604, 608 and 610 Whittier Boulevard, Montebello, California
Agency negotiators: Raul Alvarez, Joseph Palombi
Negotiating party: Weber Properties
Under negotiation: Price and terms of sale
3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
Initiation of 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

4. **NATIONAL BIKE MONTH**

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

REGULAR BUSINESS - NONE

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.

5. SECOND READING AND ADOPTION OF ORDINANCE NO. 2476 TO ADD CHAPTER 2.91 FOR ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Second Reading and Adopt Ordinance No. 2476 (Attachment A) to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements for all City of Montebello elected and appointed officials, City Council candidates, campaign committee, and designated City staff; and
2. Take such additional, related action that may be desirable.

6. APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4202 TO SOUTHERN CALIFORNIA PRECISION CONCRETE, INC. (DBA PRECISION CONCRETE CUTTING) FOR SIDEWALK INSPECTION AND INVENTORY SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award professional services agreement No. 4202 to Southern California Precision Concrete, Inc. (DBA Precision Concrete Cutting) for sidewalk inspection and inventory services for a not-to-exceed amount of \$88,270; and
2. Authorize the City Manager to execute the professional services agreement.
3. Take such additional, related action that may be desirable.

7. APPROVE SOLICITATION OF PROPOSALS FROM EXISTING QUALIFIED AND ELIGIBLE CITY OF MONTEBELLO FRANCHISED SOLID WASTE HAULERS FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish a Request for Proposal to obtain residential Solid Waste and Recycling Services; and,
2. Take such additional, related action that may be desirable.

8. APPROVE SUBMISSION OF A FUNDING APPLICATION FOR THE SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize Staff to submit a funding application for the Safe Streets and Roads for All (SS4A) Program; and
2. Authorize the City Manager and/or the Director of Public Works to sign all applicable grant application documents; and
3. Take such additional, related action that may be desirable.

9. ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 1 (CP NO. 894-1) – NOTICE OF COMPLETION**RECOMMENDATION: It is recommended that the City Council:**

1. Accept the Golf Course Renovation Project Phase 1 (CP No. 894-1) as completed by Los Angeles Engineering, Inc.; and,
2. Approve the final contract amount with Los Angeles Engineering, Inc. for the construction of the Project in the amount of \$5,867,421 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the Senior Deputy City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar/Recorder; and,
5. Authorize the City Manager to release the retention payment due to Los Angeles Engineering, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

10. ADOPT RESOLUTION NO. 24-33 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2024-25 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-33 (Attachment A) approving the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and setting a date for the Public Hearing for the regular meeting scheduled on June 26, 2024 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

11. ADOPT RESOLUTION NO. 24-32 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2024-25 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING**RECOMMENDATION: It is recommended that the City Council:**

1. Adopt Resolution No. 24-32 (Attachment A) approving the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and setting a date for the Public Hearing for the regular meeting scheduled on June 26, 2024 at 6:00 pm;
2. Review the draft engineer's report and comment prior to acceptance; and
3. Take such additional, related action that may be desirable.

12. APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ENGINEERING SERVICES FOR THE PLAZA DRIVE PAVEMENT REHABILITATION PROJECT**RECOMMENDATION: It is recommended that the City Council:**

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA for Engineering Services for the Plaza Drive Pavement Rehabilitation Project for a not-to-exceed amount of \$109,782; and

2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$109,782 in Account No. 215-30-330-6040.96 (Proposition C, Public Works, Engineering, Contract Services Engineering Design Service); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

13. ADOPT RESOLUTION NO. 24-37 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY CALIFORNIA MUSEUM GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Resolution No. 24-37 authorizing the submission of an application for the State of California's Natural Resource Agency California Museum Grant Program; and
2. Authorize the City Manager and/or his designee to conduct all negotiations and execute and submit documents necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

14. TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2024 (Third Quarter of Fiscal Year 2023-24); and,
2. Take such additional, related action that may be desirable.

15. FISCAL YEAR 2024-25 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

1. Review and adopt the attached Resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2024-25; and
2. Direct staff to forward the Resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override. and
4. Take such additional, related action that may be desirable.

16. APPROVAL OF MINUTES: MAY 8, 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. 24-35 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 22, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-35 approving the Warrant Register dated May 22, 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.

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

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on June 12, 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, May 19, 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 # 5

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Nelly Ochoa, Deputy City Clerk

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE NO. 2476 TO ADD CHAPTER 2.91 FOR ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Second Reading and Adopt Ordinance No. 2476 (Attachment A) to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements for all City of Montebello elected and appointed officials, City Council candidates, campaign committee, and designated City staff; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The contract amount for the NetFile system is \$11,300 per year for up to five years. Funds will be included in the proposed Budget for Fiscal Year 2024-25. The FPPC requires a fee of \$1,000 to register as an electronic filing agency. However, NetFile has agreed to pay this cost on behalf of the City. No budget amendment is needed for FY 2023-24.

BACKGROUND/DISCUSSION:

The City Clerk is the local filing officer for the City of Montebello and is responsible for receiving, reviewing, and storing campaign disclosure information, as well as making it accessible to the public. Currently, elected and appointed officials, City Council candidates, campaign committee, and designated City staff may file their statements in

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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hard copy form only, with an original signature per FPPC regulations.

To provide a more efficient process, the City will acquire NetFile. This electronic/paperless filing system accommodates online filing of several types of FPPC forms, including Form 460, 470, 496, 497, and meets the requirements of the California Secretary of State. In order for the City of Montebello to accept electronically filed statements, the City Council will need to adopt an ordinance (Attachment A) approving the use of an online or electronic filing system, which shall include the legislative finding that the online or electronic system will operate securely and effectively and will not unduly burden filers.

NetFile will also be utilized for electronic/paperless filing for all Statement of Economic Interest (Form 700) and ethics training for elected officials, staff, and appointed commissioners as identified in Government Code 87200 and the City's Conflict of Interest Code. Adoption of an ordinance is not required for the use of an electronic filing system for Form 700s or ethics training.

On May 8, 2024, the City Council unanimously approved the first reading of Ordinance No. 2476 to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements.

ENVIRONMENTAL:

N/A

ANALYSIS:

The Political Reform Act recognizes campaigns that spend or raise more than \$2,000 as "Controlled Committees." Under the Act, these committees are obligated to file detailed campaign finance statements, also known as Fair Political Practices Commission (FPPC) Form 460s.

Pursuant to Government Code Section 84615, local agencies may require electronic filing of FPPC disclosure statements. To increase efficiency and facilitate compliance with state law and FPPC regulations, the City looked to retain a system for the electronic filing of economic and financial disclosure statements for all required filers in the Montebello organization. In addition, to increase efficiency, electronic filing will eliminate the need for wet signatures and redaction of statements posted online and will automatically post a redacted version of each filing online upon submission of the electronic filing.

If approved, all committee filers will be required to submit their statutory filings through the automated system, and paper filings will no longer be accepted. However, to support the City's efforts toward diversity, equity, and inclusion, the City Clerk as the City's filing officer, will have the right to accept a paper filing in lieu of an electronic filing at the City Clerk's discretion under certain circumstances, and to accommodate an Americans with Disabilities Act (ADA) request. Examples of exceptions may include limited access to an electronic device or internet connection.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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In order for the City of Montebello to accept electronically filed statements, the City Council must adopt an ordinance (Attachment A) approving the use of an online or electronic filing system, which shall include the legislative finding that the online or electronic system will operate securely and effectively and will not unduly burden filers. In terms of security, the NetFile system is a web-based, vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at two separate locations, creating the essential safety measures and redundancy that allow for the recovery of information in the event of an emergency or disaster.

Implementation of the NetFile system will promote transparency and convenience for committees, individuals, and the public. It provides 24-hour filing and viewing accessibility of campaign finance information from any computer, anywhere. In certain instances, the NetFile system will also increase the accuracy of filed campaign statements by prohibiting any filings that may have inadvertently omitted information required under the Political Reform Act. To ensure a smooth transition, NetFile and the City Clerk's Office will offer extensive training to all filers. There are currently 180 cities and 32 counties in California that are electronically filing Campaign Disclosure Statements through NetFile.

Statement of Economic Interests (Form 700)

The City Clerk is responsible for the annual filing of Form 700s by 87200 Filers (City Council, City Manager, City Attorney, City Treasurer, and Planning Commission) and designated City staff, boards, commissions, and consultants. Form 700s occasionally need amendments or are submitted incomplete or without appropriate schedules attached. With the transition to electronic filing of campaign disclosure statements, staff recommends all future reports and other documents filed on behalf of Statement of Economic Interest filers be filed electronically. The Form 700 electronic filing system incorporates an initial review process that alerts the filer of errors at the time they enter their information, thereby eliminating the need for the City Clerk to request amendments. There are currently 249 cities and 51 counties in California using electronic filing systems for Form 700 filings.

Ethics Training

Assembly Bill 1234 (2006) requires local public officials to complete two hours of ethics training every two years. The ethics training is to educate public officials on ethical standards required of any individual who works in local government. In September 2023, the FPPC announced it would cease to offer free ethics training through its online website as of December 31, 2023, due to a lack of funding for this service from the legislature. To meet the AB1234 requirement, the City has added this service to the NetFile agreement, allowing public officials identified in the City's Conflict of Interest Code and Code 87200 Filers to access the training on demand. Individuals required to take the ethics training will have access to the portal and e-file their certificate upon completion. The NetFile system not only offers the AB1234 training, but it also electronically automates the entire process unlike the previous FPPC system which only offered the training portion and was a paper-based process.

The Form 700 and ethics training components of NetFile do not require an Ordinance and are simply an internal procedural change.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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SUMMARY:

Staff recommends that the City Council conduct a second reading and adopt Ordinance No. 2476 to add Chapter 2.91, "Electronic and Paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements," to Title 2 "Administration and Personnel," of the Montebello Municipal Code.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2476 , Add Chapter 2.91 for Electronic and Paperless Filing of FPPC
2. Attachment B - Agr No. 4201, Netfile

NEXT STEPS:

N/A

ORDINANCE NO. 2476

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING CHAPTER 2.91, "ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS TO TITLE 2, "ADMINISTRATION AND PERSONNEL." OF THE MONTEBELLO MUNICIPAL CODE

WHEREAS, Government Code Section 84615 currently provides that a local agency may adopt an ordinance to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act (commencing with Section 84100 of the Government Code), except an elected officer, candidate, committee, or other person who receives contributions totaling less than \$2,000 and who makes expenditures totaling less than \$2,000 in a calendar year, to file those statements, reports, or other documents online or electronically with the local filing officer; and

WHEREAS, the City has entered into an agreement with NetFile, Inc., a vendor approved by the California Secretary of State, to provide an online electronic filing system ("System") for the California Fair Political Practices Commission (FPPC) campaign disclosure statements; and

WHEREAS, the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings; and

WHEREAS, the City of Montebello desires to add Chapter 2.91 "Electronic and Paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements", to Title 2, "Administration and Personnel", of the Montebello Municipal Code to require and implement this electronic filing procedure.

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

SECTION 1. FINDINGS. The City Council of the City of Montebello finds and determines as follows:

- A. California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, or committee required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports, or other documents online or electronically with the City Clerk; and
- B. the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; and
- C. the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and
- D. the System will be available free of charge to filers and to the public for viewing filings.

SECTION 2. ADD CHAPTER 2.91. The Montebello Municipal Code Title 2, is amended by adding Chapter 2.91 "Electronic and Paperless Filing of Fair Political Practice Commission (FPPC) Campaign Disclosure Statements" to read as follows:

**CHAPTER 2.91
ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICE
COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS**

- 2.91.010 Definitions
- 2.91.020 Electronic Filing of Campaign Disclosure Statements

2.91.010 – DEFINITIONS

For purposes of this Chapter, the following terms have the following meanings:

- A. "Candidate" shall mean a candidate, as that phrase is defined in Section 82007 of the Government Code, as may be amended from time to time, for any City elective office for any general, special or recall election.
- B. "Committee" has the meaning set forth in Section 82013 of the Government Code, as may be amended from time to time.
- C. "Contribution" has the meaning set forth in Section 82015 of the Government Code, as may be amended from time to time.
- D. "Electronic filing system" shall mean the electronic online filing and data storage system provided for by the City Clerk for campaign statements, reports, forms,

or other documents filed pursuant to Government Code Section 81000 et seq., as may be amended from time to time.

- E. "Person" has the meaning set forth in Section 82047 of the Government Code, as may be amended from time to time.
- F. "Statements" shall mean any statements, reports, forms, or other documents required by Government Code Title 9, Chapter 4 (Sections 84100 et seq.), as may be amended from time to time.

2.91.020 – ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS

- A. Any elected officer, candidate, commission, committee, or other person required to file campaign disclosure statements, reports, forms or other documents required by Government Code Title 9, Chapter 4 (Campaign Disclosure) (Sections 84100 et seq.) shall file those statements, reports, or other documents online or electronically with the electronic filing system unless exempt from the requirement to file online pursuant to Government Code Section 84615(a) because the officer, candidate, or committee or person receives less than \$2,000 in contributions and makes less than \$2,000 in expenditures in a calendar year.
- B. In any instance in which an original statement, report, or other document required by Government Code Title 9, Chapter 4 (Campaign Disclosure) (Sections 84100 et seq.) must be filed with the California Secretary of State and a duplicate or copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.
- C. The electronic filing system shall ensure the integrity of the data transmitted and shall include safeguards against efforts to tamper with, manipulate, alter, or subvert the data.
- D. The electronic filing system shall only accept a filing in standardized record format that is developed by the California Secretary of State pursuant to Section 84602(a)(2) of the California Government Code and that is compatible with the Secretary of State's system for receiving an online or electronic filing.
- E. The electronic filing system shall include a procedure for filers to comply with the requirement that they sign statements and reports under penalty of perjury pursuant to Section 81004 of the Government Code.

- F. Any elected officer, candidate, committee or person who has electronically filed a statement required by Section 2.91.010(b) using the electronic filing system is not required to file a duplicate copy of that document in paper format with the City Clerk.
- G. The City Clerk shall issue an electronic confirmation that notifies the filer that the statement was received, the notification shall include the date and the time that the Statement was received and the method by which the filer may view and print the data received by the City Clerk. The date of filing for a statement filed online shall be the day that it is received by the City Clerk.
- H. If the electronic filing system is not capable of accepting a statement due to technical difficulties, an elected officer, candidate, or committee or other person shall timely file that statement required by Section 2.91.010(b) in paper format with the City Clerk, unless otherwise directed by the City Clerk.
- I. The electronic filing system shall enable electronic filers to complete and submit statements or other filings free of charge.
- J. The electronic filing system shall make all the data filed pursuant to Section 2.91.010(b) available on the City's webpage in an easily understood format that provides the greatest public access. The data shall be made available free of charge and as soon as possible after receipt. The data made available on the City's webpage shall be redacted to remove the street name and building number of the persons or entity representatives listed or any bank account number required to be disclosed by the filer.
- K. The City Clerk's office shall maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each statement filed on the electronic filing system pursuant to Section 2.91.010(b), which shall serve as the official version of that record for purpose of audits and any other legal purpose.
- L. The City Clerk is authorized to adopt such administrative policies and procedures as deemed necessary by the City Clerk to implement this Chapter 2.91.

SECTION 3. 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.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 5. 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 22ND DAY OF MAY 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 8th day of May 2024 and was adopted by the City Council of the City of Montebello at its meeting held on the 22nd day of May 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Christopher Jimenez, City Clerk

CITY OF MONTEBELLO

**PROFESSIONAL SERVICES AGREEMENT NO. 4201
WITH NETFILE**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **May 22, 2024** ("Effective Date"), by and between the City of Montebello, a California municipal corporation (the "CITY") and Netfile (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional CONSULTANT to provide electronic and paperless filing services of Fair Political Practices Commission (FPPC) Campaign Disclosure Statements for 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 provide Netfile services as set forth fully in the proposal, as such is set forth fully in **Exhibit "A"** attached hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

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c. The CONSULTANT shall be compensated for the 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 billing statement to the CITY each month for Professional Services performed for a total not-to-exceed \$11,300. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

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 five (5) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (1), 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

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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

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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 seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for 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 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.
- **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

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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 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:

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- 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

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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: Raul Alvarez, City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200
Email: ralvarez@montebellocal.gov

With a copy to: City of Montebello – Administration
Attn: Kimberly Guillen, Senior Deputy City Clerk
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200 ext. 359
Email: kguillen@montebellocal.gov

If to Consultant: Netfile
Attn: Tom Diebert, Vice President
2707-A Aurora Rd.
Mariposa, CA 95338
(209) 742-4100
diebert@netfile.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

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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]

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IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

("CITY")

("CONSULTANT")

CITY OF MONTEBELLO

CONSULTANT NAME

Raul Alvarez, City Manager

Tom Diebert, Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A - Contractor's Proposal
- Exhibit B – Scope of Work

EXHIBIT “A”

Contractor’s Proposal



2707-A Aurora Ct
Mariposa, CA 95338
Phone (209) 742-4100

SERVICE AGREEMENT

USER INFORMATION	USER NAME City of Montebello			USER NAME – BILL TO SAME		
	ADDRESS 1600 W Beverly Blvd			ADDRESS		
	CITY Montebello	STATE CA	ZIP 90640	CITY	STATE	ZIP
	PRIMARY CONTACT Nelly Ochoa		PHONE # (323) 887-1200	AP CONTACT		PO #
	EMAIL nechoa@netfilegov.com		FAX	AP EMAIL		AP PHONE #

System	Cost per System
Form 700 E-Filing & Admin System (140 filers)	\$3,100/year (includes multi-system discount & conf special)
Campaign E-Filing & Admin System (all filers)	\$3,300/year (includes multi-system discount & conf special)
Ethics Training Add-on (30 people)	\$1,400/year (includes multi-system discount & conf special)
Boards & Commissions (6 Boards & Commissions)	\$3,500/year (includes multi-system & introductory discounts)
Total for all Systems:	\$11,300/year guaranteed up to 5 years
System setup and start date: immediately	Billing dates: Year 1 (7/1/24 – 6/30/25)
NetFile to provide free service through 6/30/24	Year 2 (7/1/25 – 6/30/26)
Billing is made on the 1 st of July every year in	Year 3 (7/1/26 – 6/30/27)
advance of service year with net 30 days terms	Year 4 (7/1/27 – 6/30/28)
	Year 5 (7/1/28 – 6/30/29)
Main Features of NetFile Systems	
-Hosted platform provided by NetFile	- Kiosk mode to view unredacted filings in User's office
-24/7/365 access for filers and public to use	- Unlimited support and training to User
-Admin application to manage filers and filings	- E-mail based support to filers
-Filer application for filers to create and file filings	- Includes AB1234 Ethics Training & Tracking
-Public viewing portal	- NetFile pays for initial FPCC Paperless application fee.
-Automates Board/commission application process	- Auto creates Maddy Act Lists

AUTHORIZATION	USER AGREES TO PAY NETFILE FOR SERVICES IDENTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. AGREEMENT TERM IS STARTING ON THE DATE IDENTIFIED ABOVE. YOU ACKNOWLEDGE RECEIPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ACKNOWLEDGE THAT THE AGREEMENT IS NOT BINDING ON NETFILE UNTIL SIGNED BY BOTH PARTIES.	
	COMPANY	NetFile, Inc.
	AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE <i>Tom Diebert</i>
	PRINT NAME	PRINT NAME Tom Diebert
	TITLE	TITLE Vice President
	DATE	DATE 4/25/2024

Service Agreement Terms and Conditions

1. This Agreement provides to User a hosted electronic filing and administration system developed and maintained by NetFile. The system permits people authorized by User to electronically file their respective FPPC forms, take their required AB1234 Ethics training, and/or apply for a Board, Commission, or Committee. The FPPC forms that are electronically filed are dependent upon which system(s) that User agrees to pay for. If the User agrees to pay for the Form 700 E-Filing System, their filers will be able to create and electronically file FPPC Form 700 statements. If the User agrees to pay for the Campaign E-Filing System, their filers will be able to create and electronically file their Campaign Statements. If the User agrees to pay for the AB1234 Ethics Training system, their people will be able to take their required AB1234 Ethics Training. If the User agrees to pay for the Boards, Commissions, & Committees system, the User can utilize NetFile's automated management system for the Users Boards, Commissions, and Committees. All systems are covered by NetFile's unlimited support and training policy. All NetFile systems come with a public viewing portal that automatically displays FPPC filings online in redacted form and if applicable view all the User's Boards, Commissions, and Committees. The Form 700 E-filing system meets the requirements of AB 2062 for paperless filing in CA. The Campaign E-Filing system meets the requirements of AB2452 for paperless filing in CA. The Campaign and Form 700 systems allow for paper filed documents to be stored as an unredacted document and uploaded (when redacted by User) to view on the public portal. NetFile pays for User's initial \$1,000 FPPC Form 700 application fee.
2. It is the responsibility of NetFile to securely store User data and maintain backups using industry best practices. All data created by User or User's filers is the property of the User. All applications and their source code are the property of NetFile. It is the responsibility of NetFile to provide secure and safe system access for both User and the User's filers using industry best practices. NetFile's systems are guaranteed to have 99% uptime. Any planned maintenance of NetFile systems will be communicated at least a week in advance.
3. NetFile warrants and represents that it is the owner of or has acquired the rights to use (including derivative rights) the software, technology or otherwise that is required to provide all related materials and services set forth in this Service Agreement, without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such third-party rights by NetFile.
4. NetFile further warrants that (i) the NetFile servers will be free of any Harmful Code (as defined below), and (ii) NetFile will not interfere with or disrupt User or the User's filers use of the System. The term "Harmful Code" means any software code with the ability to damage, interfere with, or adversely affect computer programs, data files, or hardware without the consent or intent of the computer user. This definition includes, but is not limited to, self-replacing and self-propagating programming instructions commonly called "viruses," "Trojan horses" and "worms." NetFile agrees to implement reasonable procedures adequate to prevent any software, link or code provided to User hereunder from being contaminated with Harmful Code. If NetFile learns of or suspects the existence of any Harmful Code, NetFile will immediately notify User and make every effort to remove the Harmful Code.
5. NetFile shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers. NetFile shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. NetFile understands and agrees that violation of this clause shall be considered a material breach of the Service Agreement and may result in Service Agreement termination.
6. Subject to the limitations set forth in Section 7 below, NetFile agrees to indemnify, protect, defend, and hold harmless the User, and its employees and filers from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim, arising from NetFile's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the performance of the Services by NetFile, its agents, subcontractors and/or assigns under this Service Agreement.
7. The maximum liability to the User by NetFile and its licensors, if any, under this Service Agreement, or arising out of any claim by the User related to NetFile's services, products, equipment or software for direct damages, whether in contract, tort or otherwise, shall be limited to the total amount of fees received during the last 12 months by NetFile from the User hereunder up to the time the cause of action giving rise to such liability occurred. In no event shall NetFile or its licensors be liable to the User for any indirect, incidental, consequential, or special damages related to the use of NetFile's services, products, equipment or software or NetFile's failure to perform its obligations under this agreement, even if advised of the possibility of such damages, regardless of whether NetFile or its licensors are negligent. Provided, however, that for any peril or exposure insured against under the insurance required, the limits of liability to the User by NetFile shall not be less than the amount of applicable, valid, and collectible insurance set forth in this Agreement.
8. During the term of this Service Agreement, NetFile shall purchase and maintain in full force and effect, at no cost to User insurance policies with respect to employees assigned to the performance of services under this Service Agreement with coverage amounts as follows: Commercial General Liability Insurance of \$2,000,000 each occurrence, \$4,000,000 general aggregate, \$1,000,000 personal injury; Cyber Liability Insurance (\$2,000,000), Workers' Compensation Insurance of (\$1,000,000) policy limit Illness/Injury by disease, and (\$1,000,000) for each Accident/Bodily Injury.
9. NetFile and its employees, agents and representatives will not, without the prior written consent of User in each instance, use in advertising, publicity or otherwise the name of User or any affiliate of User, or any officer or employee of User, nor any trade name, trademark, trade device, service mark, symbol or any abbreviation, agreement or simulation thereof owned by User or its affiliates, nor represent, directly or indirectly, that any product or service provided by NetFile has been approved or endorsed by User, nor refer to the existence of this Service Agreement in press releases, advertising or materials distributed to prospective customers. Notwithstanding the foregoing, NetFile may acknowledge, when asked, that the User is a NetFile client.
10. Either User or NetFile may terminate this Service Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, NetFile shall discontinue further services as of the effective date of termination, and User shall pay NetFile for all Services satisfactorily performed up to such date. Upon termination, NetFile will provide a copy of all data created by User within 10 working days of effective termination date.
11. User accepts any and all liability resulting from the placement of documents scanned by the User that are made available on the Internet for public viewing through the services of NetFile. In no event does NetFile accept liability created by any document scanned into the system by the User.
12. Except as otherwise indicated herein, this Agreement will commence on the start date and remain in effect throughout the Term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a quarterly or annual basis unless User provides NetFile with written notice of its intent to cancel. Any extension will be billed in the same manner as set forth herein.
13. This Agreement shall be governed in accordance with the laws of the State of California, and the Parties submit to the jurisdiction of said state. This Agreement contains the entire agreement and understanding of the parties with respect to Service, Maintenance and Support. There are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or also embodied in any attached agreement. Any and all prior discussions, negotiations, commitments and understandings relating to Service, Maintenance or Support are merged herein.

EXHIBIT “B”

Scope of Work

Scope Description

The scope of this project consists of replacing the City of Montebello's current paper-based systems for Campaign Disclosure Filings, Statement of Economic Interests Form 700 filings, and Boards, Commissions, and Committees application process. In addition, this project will automate the AB1234 Ethics Training for its people who are required to take the training course. The NetFile hosted system has 3 main applications (Public viewing portal, admin, and filer) and covers all Campaign Disclosure filers, 140 Form 700 filers, 6 Boards, Commissions, and Committees and all their members, and 30 people who are required to take AB1234 Ethics training. All systems include unlimited training, support, and maintenance at no additional cost.

Scope Definition

The following scope of the project includes:

Campaign System Project Management

Initial Project Planning – 1 day

- Send over onboarding detailed information via e-mail

System Setup

- NetFile to send City ordinance and justification from another City – 1 day
- City to create campaign ordinance to allow for electronic filing of campaign statements – depends on when City can get ordinance set for City Council approval (usually 30 to 60 days)
- City to provide pdfs of all campaign filings for the last 2 years – depends on City (usually 1 week)
- NetFile to upload above filings into admin system – 1 week
- City to provide NetFile City letterhead – 1 day

Admin Training – initial (3 hours approx.) plus unlimited refresher training

- Adding filers
- Explain the system process for apply group deadlines to filers
- Explain how filers tied to elections get displayed on the public portal
- Detailed training in Communications (Comms) platform
- Explain how filers link to the admin system through the free filer application

Individual Filer Training – approximately 1 hour

- Filers using the free campaign filing system can request filer application training
- This is optional for the filer
- Filer requests the training at the filer login screen
- NetFile schedules an individual training session with filer via Teams or Zoom

Public Portal Set Up -1 week

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours

- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help

SEI Form 700 System Project Management

Initial Project Planning – 1 day

- Send over onboarding detailed information via e-mail

System Setup

- NetFile to send City upload template to populate filers into the admin system – 1 day
- City to fill out and send back upload template to NetFile – depends on City (usually 1 week)
- NetFile to upload filers into system – 3 days
- NetFile to send City FPPC application to apply for electronic filing of the Form 700 – 1 day
- City to send NetFile their conflict of interest code – depends on City (usually 1 week)
- City to e-mail FPPC application to FPPC and cc NetFile on – depends on City (usually 1 week)
- NetFile to Fedex \$1,000 check to FPPC to pay for initial application fee – 1 day from above

Admin Training – initial (2 hours approx.) plus unlimited refresher training

- Adding filers/assuming office deadlines/leaving office deadlines
- Explain the system process for apply group deadlines to filers
- Detailed training in Communications (Comms) platform
- Explain how filers link to the admin system through the free filer application

Filer Training – not required

- City can request Zoom or Team based group filer training at no additional cost
- NetFile system does not require a filer to be trained to navigate system
- NetFile has built in filer tutorials that change on every screen of the system

Public Portal Set Up -1 week

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours
- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help

AB1234 Ethics Training System Project Management

Initial Project Planning – 1 day

- Send over onboarding detailed information via e-mail

System Setup

- City to send list of people who need to take training along with their last certificate training date – depends on City (usually 1 week)

- NetFile to add filer info into system – 3 days
-

Admin Training – initial (30 minutes) plus unlimited refresher training

- Adding person's assuming office Ethics deadlines
- Detailed training in Communications (Comms) platform
- Explain how filers link to the admin system through the free filer application

Filer Training – not required

- City can request Zoom or Team based group filer training at no additional cost
- NetFile system does not require a filer to be trained to navigate system
- NetFile has built in onscreen documentation to assist person taking the training

Public Portal Set Up -1 week

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours
- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help

Boards, Commissions, Committees System Project Management

Project Management – 1 day

- Initial Planning Meeting

Review project requirements and timeline.

- Onboarding Worksheet (to be completed by customer prior to initial planning meeting or during initial meeting)

The worksheet includes board information, such as SEI requirements, terms, term limits (what constitutes a full term. e.g. 75% or more), Oaths of Office requirements, etc.

Onboard Test Data – 1 day

Training - 1 day

Training on the use of the BAC system, including administration and public sites. Supporting documents will be provided prior to the day of the training, which will include BAC User Guide and Test Plan.

Test System - TBD

The customer can decide how long they would like to work in the test system prior to going live.

Onboarding Live Data - 1 day (current board data)

The customer is required to sign off on data prior to going live.

Application Creation – 1 day

Public Portal Set Up – Immediate once live

Contingency

Additional project time to account for unforeseen tasks or time necessary to complete in scope requirements.

Support:

- Monday to Friday during normal business hours from 9:00AM to 5:00PM PST.
- Immediate (Admin only telephone based) and/or ticketed e-mail based support
- Admin only telephone support response time: immediate during normal business hours
- E-mail based support response time for admin: within 1 working day
- E-mailed based filer support time: immediate e-mail response sent indicating up to 3 working day response time AND telling filer how to request immediate help



ITEM # 6

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE AWARD OF PROFESSIONAL SERVICES AGREEMENT NO. 4202 TO SOUTHERN CALIFORNIA PRECISION CONCRETE, INC. (DBA PRECISION CONCRETE CUTTING) FOR SIDEWALK INSPECTION AND INVENTORY SERVICES**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Award professional services agreement No. 4202 to Southern California Precision Concrete, Inc. (DBA Precision Concrete Cutting) for sidewalk inspection and inventory services for a not-to-exceed amount of \$88,270; and
2. Authorize the City Manager to execute the professional services agreement.
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Eligible funding for this purpose is available from a combination of Los Angeles County Metropolitan Transportation Authority (Metro) Transportation Development Act Article 3 (TDA) and Measure M funds. Metro provides TDA funding annually for bicycle and pedestrian projects. Metro designates approximately 2% of TDA funds for bicycle and pedestrian planning and projects. TDA funds are distributed based on population. Los Angeles County voters approved the Measure M initiative in 2016. This tax measure funds roadway improvements and sidewalk enhancements. This project is expected to begin in July 2024, and as such funding will be included with the Fiscal Year 2024-25 budget as part of the Capital Improvement Plan (CIP).

Staff recommends awarding Precision Concrete Cutting a professional services agreement for sidewalk inspection and inventory services for a not-to-exceed fee of \$88,270.

BACKGROUND/DISCUSSION:

Sidewalks are an important component of the public transportation network. Since 1941, the California Streets and Highways Code has placed the responsibility to maintain public sidewalks on the adjacent property owners. This responsibility applies to all sidewalks adjacent to the property, including along the frontage, side of the property, and even behind the property in areas with backing-lot sidewalks along arterial or collector roadways.

The City requires sidewalk inventory services to identify tripping hazards within the City's right-of-way and at City facilities (i.e., City Hall, parks, senior center, etc.). Staff evaluated various options to repair noncompliant locations adjacent to City-owned or maintained properties and have identified a cost-effective measure for concrete cutting or slicing as a solution that can be performed at locations with an elevation difference of up to two inches. Before the removal, replacement or slicing of uplifted sidewalk work can proceed, staff is required to identify the locations so that construction bids for the repair work can be solicited.

Staff reached out to Precision Concrete Cutting for a proposal to conduct a comprehensive survey and assessment of the City's sidewalks that are uplifted, damaged, broken or raised that represent potential hazards. The survey is needed to determine the magnitude and cost of the necessary repairs. The objective is to make the City's walkways safe for all individuals, no matter their age or limitations.

The goal of the project is to ultimately utilize Precision Concrete Cutting's proprietary equipment that cuts the sidewalk and leaves a much cleaner, smoother finish than conventional grinding. Precision Concrete Cutting removes potential sidewalk trip hazards, with their equipment being able to remove slab differentials between ½-inch and 2-inches. This option is a more economical way of treating sidewalk hazards that may not need full removal and replacement.

Sidewalk trip and fall claims occur and the City must manage them through their general liability program, with the assistance of Public Works staff. Raised sidewalks may be caused by tree roots (public and private property), age of the infrastructure and/or continual use of the space. From a liability perspective, it is integral to the City's defense when there is a report that inventories the City's sidewalks and provides a cost analysis on the funds appropriated towards sidewalk repair and maintenance. It is imperative that photos and measurements are taken where both the vertical and horizontal displacements are accounted. The Consultant will photograph tree roots, leaking sprinklers and subsidence that may be the cause of the sidewalk damage.

During a claims process, claimants and/or their attorneys may ask City staff questions such as:

- "Does the City have a formal inspection program?" "If so, was it complied with?"
- "Has the location been repaired before?"

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- "Have there been prior complaints at the location?" "If so, what was the City's response?"
- Looking for secure copies of any written records/inventories.

Under the California Government Code, the Plaintiff must prove a dangerous condition of public property and then issue a notice. A common referenced case is Fielder vs. City of Glendale, whereby the following items were established:

- A sidewalk panel lift of $\frac{3}{4}$ -inch or less without other factors (such as jagged edges) is a trivial defect as a matter of law.
- The plaintiff's liability is based on a reasonableness standard.
- Insufficient lighting is not actionable, as case law holds that darkness cannot be completely eliminated.
- Trial immunity (Government Code 831.4) is absolute. Paved paths through a park qualify.

Utilizing a company like Precision Concrete Cutting to perform the necessary background investigation and formally treat the concerns through formal, economically based solution methods allows the City to take a proactive approach to maintaining sidewalks and reducing potential liability and the costs of potential claims. The inventory project will take approximately three (3) months to complete and catalog.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval by the City Council, Staff will award Professional Services Agreement No. 4202 (Attachment A) to Southern California Precision Concrete Inc. DBA Precision Concrete Cutting. The term of the agreement runs through December 31, 2024, for a total not-to-exceed amount of \$88,270. Sufficient appropriations will be included in the FY 2024-25 CIP budget for the provision of these services.

ATTACHMENT(S)

1. Attachment A - Agreement No.4202 Precision Concrete Cutting
2. Attachment B - Sidewalk Inspection Presentation

NEXT STEPS:

N/A

ATTACHMENT A

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4202 WITH SOUTHERN CALIFORNIA PRECISION CONCRETE INC. DBA PRECISION CONCRETE CUTTING

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered on **May 22, 2024** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and With Southern California Precision Concrete Inc., a California corporation (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 Sidewalk Survey 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 provide Sidewalk Survey services ("Proposal"), as such is set forth fully in **Exhibit A** hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

B. The CONTRACTOR shall provide to the CITY all labor, equipment, materials and incidental necessary to provide Sidewalk Survey Services as set forth fully in the Proposal, as such is set forth fully in **Exhibit A** 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** 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 Eighty-Eight Thousand, Two Hundred Seventy Dollars (\$88,270).

SECTION 2. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire on Tuesday, December 31, 2024, unless terminated earlier as hereinafter provided. This Agreement will not be extended.

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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.

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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 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,

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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 \$2,000,000 per occurrence, \$4,000,000 aggregate. 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 \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

PROFESSIONAL SERVICES AGREEMENT NO. 4202

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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. 4202

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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. 4202

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- 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.

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SECTION 21. NOTICE.

If to Contractor: Precision Concrete Cutting
Attn: Ron Durna
13089 Peyton Dr. C#235
Chino Hills, CA 91709
(909)539-7740

In the performance of this Agreement, the 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. The 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.

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

PROFESSIONAL SERVICES AGREEMENT NO. 4202

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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. 4202

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("CITY")

CITY OF MONTEBELLO

("CONTRACTOR")

SOUTHERN CALIFORNIA PRECISION
CONCRETE INC., DBA "**PRECISION
CONCRETE CUTTING**"

Raul Alvarez City Manager

Ron Durna, President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Sidewalk Survey Proposal

Exhibit “A”

Precision Concrete Cutting Proposal



SIDEWALK SURVEY PROPOSAL:

Presented to:

CITY OF MONTEBELLO
1600 W BEVERLY BLVD.
MONTEBELLO CA 90640

CONTACT: CEASER ROLDAN
APRIL 25th, 2024

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

COMMITMENT SUMMARY



COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.



A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance



CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.



SAFE

Decrease liability on your pedestrian walkways



DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.



LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.



FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



PROGRAM

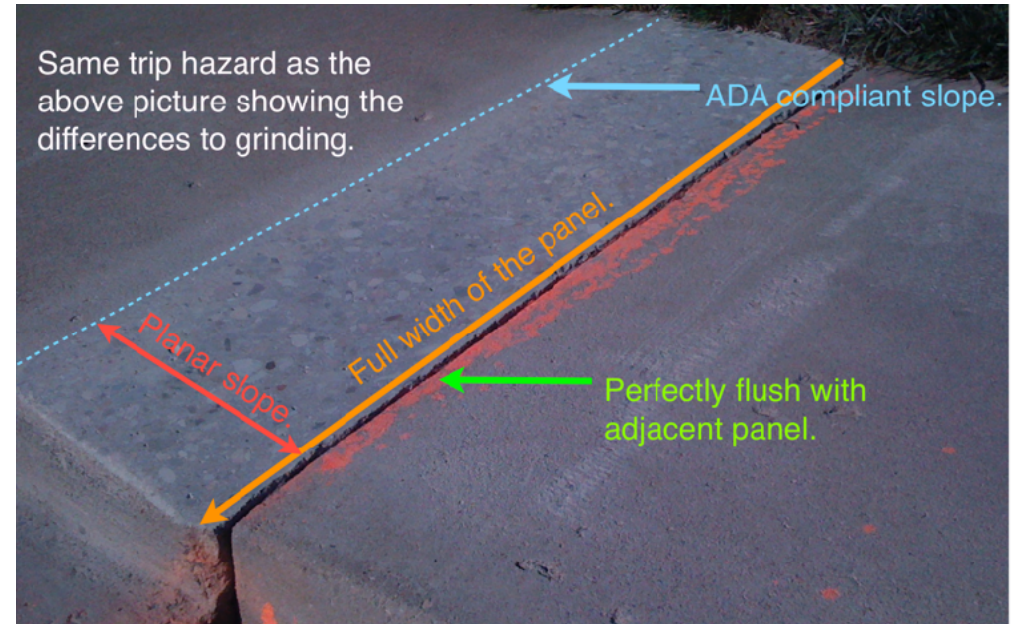
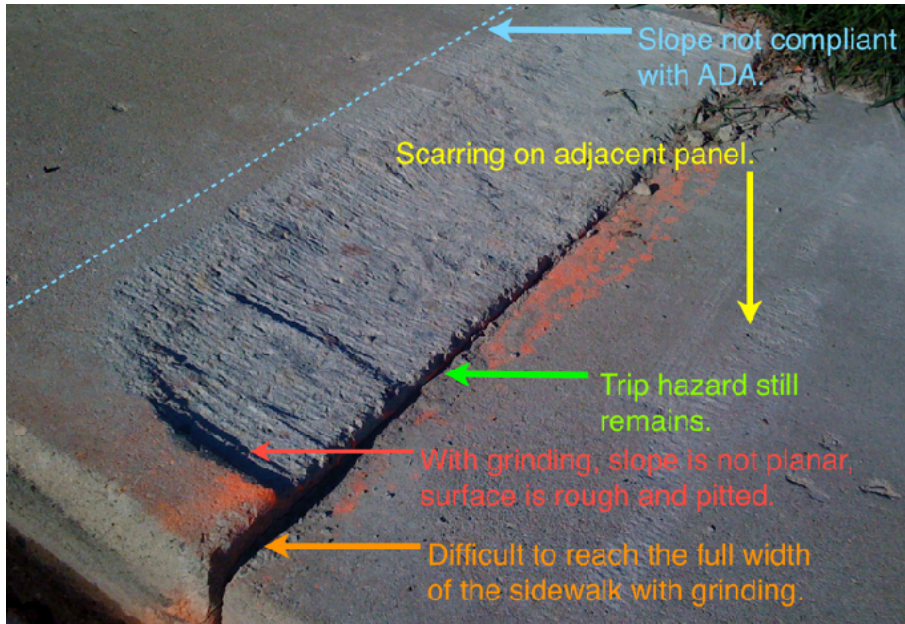
Sidewalk Inspection Services and Responsibilities

1. CONTRACTOR shall inspect public right-of-ways designated on the maps.
2. CONTRACTOR shall determine tripping hazards, which shall include, but not be limited to:
 - a. Differential displacement between sidewalk sections ½" inch 2 ½"
 - b. Spall surfaces, holes in surfaces, and cracks above 1 inch wide or greater
 - c. Deteriorated joints that have an eroded condition and are ½" wide or greater
3. CONTRACTOR shall record location of damaged sections in a GPS device.
4. Data entered into the GPS device shall be provided.
5. CONTRACTOR shall provide written inspection report that shall include, but not be limited to:
 - a. Identification and description of each problem condition
 - b. Physical address and location including GPS location data
 - c. Size of hazards in height, length, and square foot
 - d. Probable cause of hazard, if evident
 - e. Pictures of damaged areas
 - f. Recommended action to be taken

194 SIDEWALK MILES DO NOT EXCEED \$88,270.00

THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant — a result you can't get with grinding. Plus, our method saves you money!



PRECISION CONCRETE CUTTING REPAIRS



PRECISION CONCRETE CUTTING REPAIRS



Exhibit “B”

Precision Concrete Cutting Sole Source



EXHIBIT B

3191 N. Canyon Road Provo, UT 84604
P: (801) 224-0025 F: (801) 224-0062
www.SafeSidewalks.com

APRIL 25, 2024

CITY OF MONTEBELLO
1600 W BEVERLY BLVD
MONTEBELLO, CA 90640

RE: Patent information

To Whom It May Concern:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095

If you have any questions or comments please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-3990





Sidewalk Inspection, Maintenance & Risk Management:

Presented to: CITY OF MONTEBELLO

APRIL 2024

CONTACT: CESAR ROLDAN

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ABOUT PRECISION CONCRETE CUTTING

PCC is the leader in uneven sidewalk repair



- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California



OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.



COMPREHENSIVE SIDEWALK SURVEYS

City of Commerce inspection report

Map of hazard location Emil Avenue

PRECISION CONCRETE CUTTING															Precision Concrete Cutting					
City of Commerce City Manager-Public Works 2535 Commerce Way Commerce, CA 90040 Ph: (313) 722-4805															13089 Peyton Dr #C235 Chino Hills, Ca 91709					
Sidewalk Inspection Report Matrix City of Commerce - Zone 247 Emil Avenue															Total Sq. Ft. #1545					
LOCATION SPECIFICS																				
No.	Street Name	Segment From	Segment To	Location/Description	Insap Date	Height 1	Height 2	Height 3	Spall	Joint	Crack	Tree	Repair	Panel Width	Length (L/F)	SQ FT	Visual	LAT	LONG	
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4						X	4	12	48	Hazard 1	33.9736958	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5						X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4						X	4	5	20	Hazard 3	33.9738121	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 4	33.9739265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4						X	4	5	20	Hazard 5	33.9739790	-118.14040
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 6	33.973990	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4						X	4	5	20	Hazard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0					X	4	40	160	Hazard 9	33.9742540	-118.14026	
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 10	33.9740072	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4						X	4	5	20	Hazard 11	33.9744615	-118.14023
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4						X	4	5	20	Hazard 12	33.9745331	-118.14021
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4						X	4	5	20	Hazard 13	33.9745780	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9						X	5	10	50	Hazard 14	33.975071	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9						X	5	15	75	Hazard 15	33.9749652	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4						X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.38	0.38	4						X	4	5	20	Hazard 17	33.9758887	-118.13932
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4						X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4						X	4	5	20	Hazard 19	33.9759811	-118.13946
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5						X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4						X	4	5	20	Hazard 21	33.9757957	-118.13947
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4						X	4	5	20	Hazard 22	33.9755322	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0					X	4	32	128	Hazard 23	33.9754181	-118.13972	
24	Emil Avenue	Watcher	Gage	6231 W. Emil Ave.	2016-08-23	0.75	0.25	4						X	4	5	20	Hazard 24	33.9752693	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0					X	4	26	104	Hazard 25	33.9749413	-118.14006	
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 26	33.9746857	-118.14011
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4						X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4						X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4						X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1						X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4						X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4						X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4						X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4						X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4						X	4	5	20	Hazard 35	33.9743576	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4						X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4						X	4	5	20	Hazard 37	33.9741461	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	4						X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4						X	4	5	20	Hazard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4						X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4						X	4	5	20	Hazard 41	33.9738081	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4						X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 43	33.9736824	-118.14071
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4						X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4						X	4	5	20	Hazard 45	33.9735967	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4						X	4	5	20	Hazard 46	33.9735718	-118.14071
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4						X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	4						X	4	5	20	Hazard 48	33.9734628	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4						X	4	5	20	Hazard 49	33.9733849	-118.14075
Cell Totals								195					3	46		#1545				



LEADING UNEVEN SIDEWALK REPAIR

The benefits of our service include

- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members

WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage



LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
 - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
 - Lower Risk through full compliance with ADA and OSHA requirements.
 - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
 - up to 150 repairs per day.



PRECISION CONCRETE CUTTING REPAIRS



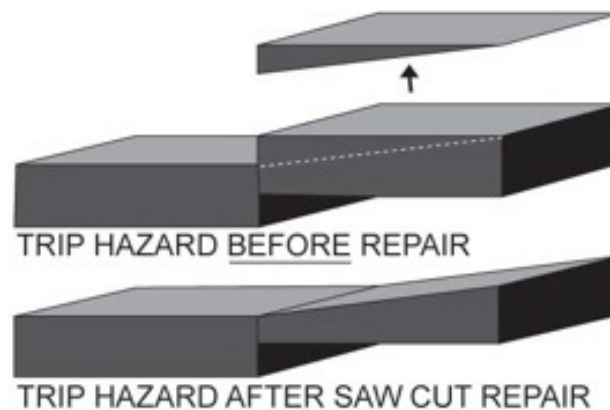
PRECISION CONCRETE CUTTING REPAIRS



PRECISION CONCRETE CUTTING DIFFERENCE

REPAIR SPECIFICATIONS

1. Hazards removed from the full length of the panel (full edge-to-edge repair)
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements
4. Debris from repaired areas collected and removed
5. A dust abatement system used during all repair operations
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways
7. A detailed, audit-able invoice is presented for every repair.



PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ \$25 - \$200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ \$3000 - \$5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary



MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**

- Annual, bi-annual, quarterly inspection
- Specify problems and recommended actions to be taken.
- Prioritize the areas and problems to be resolved
- Size and severity of hazards, high traffic areas
- Identify repairs to be accomplished by saw cutting
- Recommend areas to be demolished and replaced

- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**

- Fixed budget “not to exceed” per month, quarter, year
- Quickly reduces Liability Risk
- Lowest overall cost
- Minimizes the amount of costly replacement
- Maximizing the useful life of the existing sidewalk
- Maximize the amount of sidewalk restored
- Stretching budget dollars over more miles of sidewalk

- **Remove and Replace areas not recommended for saw cutting**

- Maximizes the repair of locations that truly needs to be replaced



CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4" high to 1/2"

Severe (medium) 5/8" high to 1"

Most Severe (large) Above 1" high to 2 1/2"

We recommend the repair of trip hazards by saw cutting for all hazards 3/8" to 2 "" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "") and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and rep

EXAMPLE: SIDEWALK ASSESSMENT MATRIX

 PRECISION CONCRETE CUTTING Trip Hazard Removal Specialists															Precision Concrete Cutting																													
City of Commerce City Manager-Public Works 2535 Commerce Way Commerce, CA 90040 Ph: (323) 722-4805															Sidewalk Inspection Report Matrix City of Commerce - Zone 247															13089 Peyton Dr #C235 Chino Hills, Ca 91709														
															Emil Avenue															Total Sq. Ft. 1545														
LOCATION SPECIFICS						CONDITION							RECOMMENDED REPAIR							VISUAL	LAT	LONG																						
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Uneal Feet	Spall	Joint	Crack	Tree	Patch Fill	Replace	↓	Panel Width	Length (L/F)	SQ FT	Image																									
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736938	-118.14048																							
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048																							
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 3	33.9738121	-118.14047																							
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9739265	-118.14042																							
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404																							
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973999	-118.14039																							
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740372	-118.14037																							
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740372	-118.14039																							
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0						X		4	40	160	Hazard 9	33.9742546	-118.14026																							
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744072	-118.14018																							
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744415	-118.1402																							
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745331	-118.1401																							
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008																							
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975071	-118.13987																							
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.9749565	-118.13982																							
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928																							
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 17	33.9758987	-118.13932																							
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941																							
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758911	-118.1394																							
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946																							
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757957	-118.13947																							
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968																							
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0						X		4	32	128	Hazard 23	33.9754181	-118.13972																							
24	Emil Avenue	Watcher	Gage	6231 W. Emil Ave.	2016-08-23	0.75	0.25	4							X	4	5	20	Hazard 24	33.9752693	-118.13984																							
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0						X		4	26	104	Hazard 25	33.9749413	-118.14006																							
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746857	-118.14021																							
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746628	-118.14021																							
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14023																							
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746056	-118.14026																							
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1							X	4	5	20	Hazard 30	33.9745216	-118.14031																							
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4							X	4	5	20	Hazard 31	33.9744377	-118.14035																							
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034																							
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14037																							
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039																							
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 35	33.9743576	-118.14043																							
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055																							
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4							X	4	5	20	Hazard 37	33.974144	-118.14056																							
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 38	33.9741287	-118.14056																							
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 39	33.9740715	-118.14059																							
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.9740219	-118.14063																							
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738083	-118.1407																							
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4							X	4	5	20	Hazard 42	33.9737167	-118.14072																							
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.14071																							
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736481	-118.14072																							
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4							X	4	5	20	Hazard 45	33.9735947	-118.14072																							
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.9735718	-118.14071																							
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407																							
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	6							X	4	10	40	Hazard 48	33.973465	-118.1407																							
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.9733849	-118.14075																							
Cell Totals								195						3	46			1545																										



EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue



Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of \$\$\$ in sidewalk repair and maintenance and liability cost.

CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

Phone: 909-539-7740

socalpcc@safesidewalks.com

www.safesidewalks.com

**Trip Hazard Removal Specialist for
Los Angeles and San Gabriel Valley**





ITEM # 7

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE SOLICITATION OF PROPOSALS FROM EXISTING QUALIFIED AND ELIGIBLE CITY OF MONTEBELLO FRANCHISED SOLID WASTE HAULERS FOR RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to publish a Request for Proposal to obtain residential Solid Waste and Recycling Services; and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

At this time, there is no fiscal impact associated with issuing this Request for Proposal for residential solid waste and recycling services. Once proposals are submitted and evaluated, staff will return for agreement approval and a well-defined budget for consideration at a future City Council meeting.

BACKGROUND/DISCUSSION:

The City seeks proposals from existing eligible and qualified franchised solid waste haulers to provide residential waste and recycling services. The selected firm will conduct and provide the services in their proposal under the appropriate tasks as outlined in the Request for Proposal (Attachment A).

Athens Services is the City's current franchised residential refuse hauler. Athens is a local waste collection and recycling company that has provided services in the City of Montebello. Athens provides environmental services through reuse, recycling, and

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

Page 2 of 3

composting and diverts valuable resources from landfills. Per the City's franchise contract with Athens, they are responsible for implementing all the requirements set forth by the State Department of Resources, Recycling and Recovery (CalRecycle). CalRecycle regulates the operation of solid waste facilities throughout the State of California. It is a core value of CalRecycle to manage and mitigate the impact of solid waste on public health and safety and the environment by enforcing compliance with regulations and state minimum standards through integrated and consistent permitting, inspection, and enforcement efforts.

Due to the implementation of Senate Bill 1383 (SB 1383), the landscape for how refuse is picked up and disposed of and ultimately reported to the State has become very complex. CalRecycle has posted a "Model Franchise Agreement" as a template that the City must adhere to. A formal RFP will be distributed to existing qualified and eligible City of Montebello franchised solid waste haulers to provide appropriate services related to this program. The following is a tentative schedule:

RFP ISSUED	May 23, 2024
REQUEST FOR INFORMATION DEADLINE: 11:00 AM	June 20, 2024
RELEASE OF INFORMATION REQUESTED: 5:00 PM	July 10, 2024
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 11:00 AM	September 3, 2024
TENTATIVE CITY COUNCIL AWARD DATE	October 23, 2024
TENTATIVE NOTICE TO PROCEED START DATE - COMMENCE SERVICES	February 12, 2025 or April 1, 2025

The RFP shall describe the service requested and provide the tasks required by the qualified vendor to submit a proposal. The time and location to submit proposals shall be placed within the RFP. Once proposals are submitted, reviewed and scored, staff will return to the City Council with a recommendation to award.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

Page 3 of 3

SUMMARY:

Staff recommends that the City Council authorize the City Attorney's office to publish a RFP to obtain services from a qualified and eligible vendor to provide residential solid waste and recycling services.

ATTACHMENT(S)

1. Attachment A - RFP Montebello Residential Solid Waste

NEXT STEPS:

N/A

CITY OF MONTEBELLO REQUEST FOR PROPOSAL (RFP No. 24-00)



RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

Department of Public Works

Issuance Date: May 25, 2024

Submittal Deadline: September 3, 2024 (Day after Labor Day)

Tentative Date to Award Contract at City Council Meeting: October 23, 2024

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INTRODUCTION

The City of Montebello (“City”) is requesting proposals from qualified solid waste and recycling companies licensed within the City and holding a valid City business license and solid waste hauler nonexclusive franchise agreement with the City to provide residential solid waste collection, transportation, recycling, and disposal services. For the purpose of clarification, the requested services include, but may not be limited to, Municipal Solid Waste (MSW), Recycling and related services, Greenwaste, Organics, Construction and Demolition (C&D), and Bulky Item Collection. It is the City’s intent to enter into one Exclusive Franchise Agreement for residential for the aforementioned collection and processing services. The anticipated service start date for a new collection service franchise agreement is on or before April 1, 2025.

Specifically, City is interested in receiving proposals for an Exclusive Franchise Agreement (“Agreement”) that will encompass only residential cart/bin accounts and services in addition to those referenced above. The specific services and contract terms are set forth in this document and in the Draft Franchise Agreement, which together make up the Request for Proposals (RFP.) Prospective proposers should examine these documents in detail in order to understand the services being requested.

The successful company will have presented an accurate representation of the company’s experience and expertise in the collection, processing, diversion, and disposal of municipal solid waste generated in the residential sector.

City seeks a company that offers a rate stabilization program to provide long-term collection, processing, recycling, recovery, and diversion capacity, and waste diversion through source collection and mixed waste processing while meeting all the legislative and program requirements of the State of California, Los Angeles County, and the City as may be applicable.

CITY OF MONTEBELLO GOALS & OBJECTIVES

The City of Montebello’s goals and objectives for the RFP process and future collection services are as follows:

- Conduct the RFP process with integrity and transparency
- Provide a cost-effective, environmentally sound, and efficient solid waste management system, which includes mandatory collection of solid waste and recyclable materials among other services referenced herein.
- Preserve the environment and protect the health, safety, and quality of life for Montebello residents by utilizing fully automated AQMD (Alternative Fueled) compliant vehicles and trained operators that are trained, certified, licensed, and possess a Commercial Driver’s License (CDL) within the State of California.
- Comply with State of California Assembly Bill 939, known as the California Integrated Waste Management Act of 1989, which requires jurisdictions to divert from disposal in landfills 50% of the solid waste generated within the City, AB 1826, which requires mandatory organics recycling for certain multifamily residential dwellings, SB 1383, statewide organic waste disposal reduction of 75% and all other State, federal, and local mandates during the term of Agreement.
- Participate in the City of Montebello as an exemplary corporate citizen by supporting local non-profit organizations and serving as a member of the community.

- Provide a long-term solid waste management program that includes but is not limited to: diversion and disposal programs or other waste processing programs that reduce the amount of solid waste being disposed of and that includes a rate stabilization program, collection and processing capacity, or other programs to the divert waste from landfills, citywide recycling, greenwaste and organics recycling, C&D collection and processing; and increased diversion rates in the residential sector.

OPEN DISCLOSURE OF NONCONFIDENTIAL RFP INFORMATION

To ensure open disclosure of information, the City will make all NONCONFIDENTIAL information provided under this agreement Public on the City's Website with the exception of all Final RFP Responses submitted pursuant to this Residential RFP. For the purpose of this section, public disclosure will include posting of the Request for Proposal and any amendments or changes, questions (without submitter information) and responses relating to the RFP, services requested, submission dates and deadlines and any other nonconfidential information the City deems appropriate,

ORGANIZATION OF THE RFP

This RFP is organized into six sections as follows:

Section Intro	Introduction to the RFP
Section 1	City Information and Statistics
Section 2	Scope of Services
Section 3	Key Agreement Terms
Section 4	Proposal Format and Content
Section 5	Proposal Evaluation Criteria
Section 6	Attachments

SUMMARY OF PROPOSED SERVICES

A description of all service requirements and related stipulations is included in the attached Draft Franchise Agreement. The table below briefly describes the anticipated services that the City is seeking from qualified companies although services are not limited to the following.

TABLE A: SUMMARY OF PROPOSED SERVICES

Service Sector	Service Description
Residential Cart Customers	• Weekly Automated Service • 60-Gallon Automated Solid Waste Collection • 95-Gallon Automated Recyclables Collection • 95-Gallon Automated Green Waste Collection • 35-Gallon Organics Collection • Optional Cart sizes • MSW/Recycling 21-Gallon, 48 Gallon, and 95 Gallon) • Organics 12 Gallon and 21 Gallon • Space Limitations/ Optional Sizes – Automated Carts • Temporary Bin and Box Collection • Bulky Item Collection (Unlimited) • Holiday Tree Collection • Senior, Disabled, and Infirmed Valet Service • Senior and Low-Income Discount Program • Customer Service Line with 24-hour Message Center • City-owned Building Collection Services

PROPOSAL SUBMITTAL DATE AND REVIEW

The Office of the City Clerk at Montebello City Hall, located at 1600 West Beverly Blvd, Montebello, CA, 90640, will receive sealed Proposals for the Residential Solid Waste and Recycling Collection Services **RFP No. 24-____**, on or before **September 3, 2024**, no later than 10:00 a.m. Proposer must submit five (5) complete copies of their company's Proposal, one (1) original with wet signatures and one (1) electronic copy with all attachments on a thumb drive.

The received proposals will become part of the official files of the City of Montebello and will not be returned. Late proposals will not be accepted. The RFP package must be sealed and labeled as follows:

“Proposal for Residential Solid Waste and Recycling Collection Services, RFP 24-____”

AWARD

All proposals received by the date and time specified herein that meet the minimum requirements set forth in this RFP will be reviewed to determine conformance with the RFP requirements, form, and content. Any proposal deemed by the City to be incomplete, conditional, or non-responsive to the RFP may be rejected. *Proposals and proposed rates must be honored for twelve (12) months from the proposal due date or the Agreement Effective Date, whichever comes first.* The City reserves the right to reject any and all proposals. The successful proposal may or may not be the lowest cost proposal. The anticipated date of the award by the City Council is **October 23, 2024**.

AGREEMENT TERM

The City of Montebello (City) is soliciting written competitive proposals from private companies to provide solid waste collection and recycling services for residential customers within the City. The ten (10) year franchise agreement will include two compliance review periods (years 5 & 7) and require the successful company to provide exclusive residential solid waste, recycling, greenwaste, organics, construction and demolition collection services, bulky item collection and any other services deemed as residential necessities by the City within City boundaries shown on the attached map (Attachment A) for existing and future service needs within the residential service area. Services shall also cover City owned and operated facilities and identified areas.

RFP POINT OF CONTACT

All inquiries, clarifications, and technical questions relating to this RFP or any of the identified services or information referenced herein must be directed in writing to **Christopher Jimenez**, City Clerk at cjimenez@montebelloca.gov. Any inquiry, not following the requirements of this section will not receive a response.

NO CONTACT PROVISION

Other than the official Point of Contact referenced in the RFP, companies, including agents, consultants or other third parties affiliated or employed by submitting companies, interested in submitting a proposal shall not contact other representatives of the City of Montebello whether elected, appointed, contracted, or volunteer, including elected officials, City staff, commissioners, consultants, and the like in connection with the RFP or for any residential collections, services, rates, or the like, prior to the awarding of a preferred company. Should interested company's make such contact in connection with this RFP, the City reserves the right to reject or disqualify any submission associated with the contacting person, party, or entity. At no time is any person or entity authorized to make oral changes to the RFP. Any contact made to any of the above will be cause for immediate disqualification. The decision of the City manager will be final.

DONATIONS AND GIFTS

Proposers must provide detailed information on any/all gifts, donations, or other items provided to any Montebello Elected Officials, City Staff, City Appointees, City Commissioners, or Volunteers, within the last 4 years. Campaign contributions are not required to be reported if they have been properly noticed and recorded according the California Fair Political Practices Commission (CFPPC) ([FPPC Regulations \(ca.gov\)](https://www.fppc.ca.gov/))).

SCHEDULE

The City plans to adhere to the following schedule to the maximum extent possible. Changes to the schedule will be at the sole option of the City.

TABLE B: SCHEDULE

Action	Date
RFP Release	May 25, 2024
RFP Questions Deadline #1	June 20, 2024
Response to Questions #1	July10, 2024
Proposal Submittal Date	September 3, 2024
City Council Presentation & Award	October 23, 2024
Commence Services	April 1, 2025

SECTION 1: CITY INFORMATION/STATISTICS

Montebello is located near the center of the metropolitan center of Los Angeles County. The industrial heart of the Western United States swings out 40 miles to the west and 50 miles to the east, providing communication, transportation, technology, finance, and labor as well as being its own best consumer market.

Montebello is ringed by freeways (CA Route 60 Freeway Eastbound, Interstate 605 Freeway North and Southbound, Interstate 5 Freeway North and Southbound) and has become a center for the trucking and specialty vehicle industry. Wheels, engines, underbodies, refrigerated trucks, campers and truck trailers are all manufactured in Montebello. The over-the-road trucking industry has found Montebello a convenient home as well, as have the service, maintenance, and custom fabrication groups.

Residential solid waste, recycling, greenwaste, bulky item, and organics collection services are currently provided by Athens Services with construction and demolition services provided by any of the twelve (12) nonexclusive commercial franchises within the City. The following table shows an estimated number of homes, Multiple-family residences, and tonnage collected in City. All prospective bidders should take whatever steps are necessary to verify the number of homes, multi-family residences, containers, routes, tonnages, and collection area in preparing their proposals.

1.1 CENSUS DATA (2020-2023 SELECTED HOUSING CHARACTERISTICS)

TABLE 1.1: CENSUS HOUSING DATA

Description	Units
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Population	61,363
Number of Dwelling Units	20,235
Number of Single-Family Homes Detached	11,483
Single Unit Attached	1,708
Two Units	312
3 or 4 Units	444

The above table represents Census Data compiled and reported by the U.S. Census Bureau and should be considered as a reference tool only. The City is not guaranteeing the accuracy of this information nor is the City implying that the proposers include this information in the determination of pricing and/or service levels. All prospective bidders should take any steps deemed necessary to verify the number of homes, containers, routes, tonnages, and collection area in preparing their proposals.

It should be noted that the Metro Heights at Montebello Hills, a 488-acre site with 1,200 homes in a gated community is expected to be completed in 2027 and will be included as part of the residential services identified herein.

NOTE: DATA ACCURACY

The City asserts no claim as to the accuracy of the census information with respect to each service area. Projections and estimates in that information represent the City's best judgment based upon information existing as of the date of this RFP, but they do not constitute warranties. Proposers must draw on their own professional experience to best correlate or corroborate the data. Proposers are responsible for independently investigating service conditions in the service area.

1.2 CURRENT SERVICE ACCOUNT DATA

The City has estimated the following information as it relates to the number of current residential account locations. The City is not guaranteeing the accuracy of this information. All prospective bidders should take any steps deemed necessary to verify the number of homes, multiple-family residences, containers, routes, tonnages, and collection area in preparing their proposals.

TABLE 1.2: EXISTING CUSTOMER ACCOUNTS BY SECTOR

Sector	Total
Residential Accounts	12,128
Multi-Family Units (2 to 4 units) (Total)	2,464
Multi-Family Accounts (2 to 4 units) (Serviced by Current Residential Hauler)	68 Accounts (415 Units)

1.3 Residential Sector Service Data

The residential sector is comprised of approximately 12,102 locations which are currently serviced with automated collection for residue and recycling and non-automated collection for green waste collection.

TABLE 1.3.1: EXISTING RESIDENTIAL CART COUNTS

Description	Frequency	S/W	Green Waste	Recycling	Organics	TOTAL
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35 Gallon	1	14	0	0	53	67
60 Gallon	1	874	0	0	1,609	2,483
60 Gallon (Add'l)	1	200	-	-	253	453
64 Gallon (Extra)	0	0	0	0	0	0
90 Gallon	1	11,243	0	0	10,541	21,784
96 Gallon (Add'l)	1	3,791	-	0	1,890	5,681
TOTALS		16,122	0	0	14,346	30,468

The 12,102 residential accounts are comprised of single-family units, duplexes, triplexes, fourplexes and certain Multiple-family complexes that receive automated cart service.

TABLE 1.3.2: EXISTING RESIDENTIAL CART COUNTS

Property Type	Count
Single-Family Homes	17,894
Multi-Units (2 to 4)	10,084

1.4 Default Residential Cart Service

The proposed default automated residential service will be 60-gallon carts for Solid Waste, 95-gallon carts for recyclables, 95-gallon carts for Green Waste, and 35-gallon Cart of Organics (SB1383). Customers must have the option to downsize their automated carts to 32-gallon carts. 95-gallon carts may be substituted for the default size if there is an approved demonstrated need for additional capacity and necessary to avoid additional collections during the same period. In such cases where a cart change is approved, the successful contracting entity must adjust the monthly service charge upon approval and provide documentation to the City of such change. In the event that the services have already been paid for, the company must provide a credit on the next billing cycle or provide a direct refund to the resident.

1.5 Multiple-family Residential Service

Multiple-family residential services are services provided to residentially zoned dwellings consisting of four (4) or fewer units. The multiple-family sector is comprised of 2,464 addressed locations (duplexes, triplexes, and fourplexes).

1.6 Disposal Tonnage Data

The City of Montebello understands that accurate disposal reporting information is critical for proposers in the determination of pricing and program implementation. The tables below demonstrate information available on the CalRecycle website and information supplied by the current franchise hauler. All prospective bidders should take any steps deemed necessary to verify the number of homes, Multiple-family residences (2 – 4), containers, routes, tonnages, and collection area in preparing their proposals.

1.7 Jurisdiction Diversion/Disposal Rate Detail

Residential tonnage information reported to CalRecycle as part of the Jurisdiction Diversion/Disposal Rate Detail for 2021, 2022, and 2023 are reflected in the table below.

1.8 Reported Total Tonnage Collected 2020-2023

The current franchise hauler reported the following tonnage in Table 1.8 to the City for the recent 2021-2023 reporting year. The City acknowledges that the data contained in this report/table may

not accurately coincide with the States DRS table. All prospective bidders should take any steps deemed necessary to verify the number of homes, Multiple-family residences, bin size? containers, routes, tonnages, and collection area in preparing their proposals.

TABLE 1.8: RESIDENTIAL HAULER REPORTED TONNAGE

	2021 Tonnage	2022 Tonnage	2023 Tonnage
Trash	18,429.00	17,342.58	17,432.94
Recycling	0	0	0
Organics	4586.61	4,366.73	5,685.52
Transformation	-	-	-
TOTAL	23,015.61	21,709.31	23,118.45

1.9 Diversion Rates

The City is committed to meeting the goals and objectives of AB 939 as well as subsequent legislation mandating certain recycling requirements. The successful Contractor will be required to divert and recycle a sufficient amount to ensure that the City continues to meet or exceed the requirements of AB 939, AB 1826, and SB 1383 as well as all other State, local, and federal mandates during the term of the Agreement.

1.10 Current Collection Rates

The City's Single Family Residential Rate (weekly service) are currently: \$24.11 per month for one (1) Solid Waste Cart/Bin (60-to-90-gallon container) and one (1) Green Waste Cart/Bin billed via property taxes and \$1.99 for each additional 90-gallon Solid Waste Cart/Bin.

1.11 Billing Procedures

Residential customers are billed via their property taxes by the City. The Contractor may invoice the City at the end of each quarter for services provided under the RFP for actual services rendered to residential customers in the City. All invoices must be submitted with verifiable documentation of actual services provided during the preceding quarter. Any services provided by the Contractor that fall outside of the core services, and those referenced herein may be billed directly to the property owner in accordance with the approved Master Customer Rate Schedule (Attachment B).

SECTION 2: SCOPE OF SERVICES

The City of Montebello is requesting proposals for the services as described herein. No other commercial waste collection services, commercial (non-residential) construction debris collection services, street sweeping, or other waste collection services are to be bid or proposed. All services described below are to be considered the "Core Services." Any proposal which includes commercial waste services, commercial (non-residential) construction debris collection services, street sweeping, or other waste collection services will be considered non-responsive and will not be considered for any award of a franchise pursuant to this RFP.

The Contractor has established and shall continue to maintain a local office for the purpose of handling customer inquiries, orders, and complaints. The "local" office must remain in a location within fifteen (15) miles of the City boundary and have the same telephone area code as that existing in the City. If approved by the City, a local toll-free number may be provided as a substitute for the existing area code and must be staffed by a live person during regular office hours. The local office shall be open to the public between the hours of 8:00 a.m. to 5:00 p.m., five

(5) days per week, Monday through Friday, holidays excepted. A representative of Contractor shall be available during regular office hours for communication with the public at such local office.

2.1 Residential “Core” Cart Service

The successful proposer shall provide a plan demonstrating how it will divert, recover and/or recycle at least 65 percent (65%) of the collected residential waste through automated curbside collection. Service must not be provided less than once per week Monday through Friday, except if a holiday occurs on a Friday collection service may be provided on Saturday, to all customers of residential single-family properties and Multiple-family properties receiving automated collection. Hours of residential collection service is from 7:00am to 4:00pm. If the proposer is unable to demonstrate a 65 percent (65%) diversion rate, it should demonstrate the maximum guaranteed diversion rate possible through the residential program and services referenced herein.

2.1.1 Automated Carts

At a minimum, the Contractor will provide a new fully automated multi-bin system for the collection of residential solid waste and recyclable materials, green waste carts, and organic carts, bins, or totes for residential customers. The automated waste carts will have suitable handles and wheels, tight-fitting covers for holding garbage without leakage or escape of odors; and be constructed of watertight metal, plastic, or other composite material having the same or like properties with respect to construction and durability. The City shall approve the color of all containers used. Each automated cart will be hot stamped with the “City of Montebello,” including the City logo on the right and left side of the cart. Contractors may have their company name and phone number hot stamped on the front of each cart. All cart lids must be color coded to comply with all CalRecycle legislative and administrative requirements and include identifying purpose and material description information.

Upon execution of the Franchise Agreement, it will be the sole responsibility of the Contractor to purchase new carts and replace all residential carts utilized for the service identified within this RFP. All costs incurred with the maintenance, repairs, cleaning, additional procurement, and storage of the carts shall be the sole responsibility of the Contractor.

2.1.2 Cart Colors and Markings

All Solid Waste, Recycling, Greenwaste and Organic carts will be differentiated by color or in compliance with all legislative and CalRecycle requirements. The colors shall be resistant to fading as a result of weathering. Color shall be either uniform within each container type or legislative or CalRecycle requirements, including replacement carts distributed throughout the term. All cart markings must be approved by City prior to ordering carts. Graphics indicating how to properly dispose of waste shall be included on the cart lid. Carts shall be hot stamped with the Contractor’s name and phone number on the front and City name and along on each side. The Proposer must include in their work plan specifications and cut sheets from the proposed manufacturer along with a distribution plan for all carts. Proposer shall also provide details as to the manner and method that they will employ with respect to cart management, which must include the repair, maintenance, and exchange of residential recycling carts. Any associated charges shall also be included in this section.

2.1.3 Solid Waste Cart Collection

Contractor will distribute new 60-gallon solid waste carts, Those customers wishing to order additional carts will be given the choice of 95-gallon, 48-gallon, or 21-gallon solid waste/recycling carts and 21-gallon or 12-gallon organics carts. Additional carts shall be billed accordingly, per the approved Master Customer Rate Schedule (Attachment B). Customers with size restrictions will be offered the opportunity to downsize their default cart for smaller carts, equaling the similar

or right-sized volume capacity. Additional Solid Waste carts will be made available to residential service recipients per the approved Master Customer Rate Schedule.

Should a customer request a different size cart, Contractor will exchange the cart(s) within fourteen (14) days. Rates for service will be no more than those set forth in the Maximum Customer Rates (Attachment B). Proposers must identify at the time of their proposal submission in their prepared response the manufacture specifications, size, and color options along with the lead time for the proposed automated carts.

2.1.4 Solid Waste Cart Overage

Residential cart customers are entitled to unlimited pickups of solid waste material that does not fit in the automated Solid Waste cart(s) at no additional cost. All pickups must occur on the day of regular collection and must be in excess of material placed in the automated cart.

2.1.5 Recycling Cart Collection

Contractors will distribute 95-gallon recycling carts to each residential service recipient. Up to two (2) additional 95-gallon recycling carts will be made available to any customer requesting additional recycling capacity at no cost to the rate payer.

2.1.6 Green Waste Cart Collection

The contractor will distribute 95-gallon Green Waste carts to each residential service recipient. Up to one (1) additional 95-gallon Green Waste cart will be made available to any customer requesting additional capacity at no cost to the rate payer.

2.1.7 Bundled Green Waste Materials

Residential customers receiving Green Waste cart services will be allowed to place bundled branches that do not fit inside the cart alongside the cart for collection. Residential customers are allowed to place bundled Greenwaste debris, at no additional cost. Bundled Green Waste materials will be no longer than 48 inches in length and weigh no more than 20 pounds per bundle.

2.1.8 Organics and Food Waste Cart Collection and Recycling

Contractor shall provide an “Optional” program and pricing for implementing a Residential “Organics Recycling Program” that includes Food Waste recycling pursuant to the recycling requirements of SB 1383 (2016). The proposer must address this program in the either the affirmative or negative, as to the implementation of said program. Those companies offering a Residential Organics Recycling program shall include their specific program guidelines including the collection component and processing component. Customers shall be charged a fee for such service per the Maximum Customer Rates (Attachment B).

2.1.9 Construction and Demolition

The Contractor shall provide exclusive commercial and demolition collection services to all residential customers and dwelling units serviced under this RFP. The Contractor, if requested, shall provide temporary clean-up bin service, roll off box service, and construction and demolition bins to residential properties in the City. Upon request, the company must deliver such temporary bin or box to the customer within 48 (forty-eight) hours of request (not including weekends or holidays). Rates for service will be in accordance with established Maximum Customer Rates (Attachment B). Temporary bin and box rates shall be on a “per dump” basis, which includes service, transportation, disposal, and rental for up to 10 (ten) days including weekends. Additional fees may be added for rentals that exceed the 10 (ten) day policy.

2.1.10 Bulky Item Collection (Including E-Waste and U-Waste)

The Contractor shall provide unlimited bulky item collection to residential automated cart customers, at no additional charge to either the resident or the City. Contractor shall provide bulky item collection on the next scheduled collection day, provided Contractor was notified at least 48 hours in advance of the regularly scheduled collection date. Bulky item collection shall include electronic and universal waste items. Customer shall have the right to unlimited Bulky Item pickups per calendar year, with up to five (5) items per pickup. The collector will be required to separate and recycle all commodities that can be feasibly recovered.

2.1.11 Abandoned Bulky Waste Collections.

The Contractor shall collect and remove at no charge any abandoned bulky waste items dropped in City public right-of-way areas or alleys; at City buildings, parks, and property; and other public locations that may be identified or acquired by the City. Collection shall be made within 24 hours of notice by the City or a customer of the Contractor. The city expects that the Contractor will provide a suitable collection vehicle and have such vehicle available to perform needed collections for up to three hours per day, Monday through Friday, between 7:00 a.m. and 4:00 p.m., with no service on holidays.

2.1.12 Public Outreach Program

Contractor shall implement a City-approved Multi-Lingual format: Montebello specific public outreach to coincide with the start of Residential collection services. This public outreach must be specific and unique to Montebello, and clearly establish the billing procedures, explain the billing format, clearly describe the customer's responsibilities, and provide a customer service number for the Contractor. In addition, Contractor shall establish and maintain the following public educational programs and efforts in Multi-Lingual.

2.1.13 Bulky Item Diversion

Bulky Items collected by Contractor collected under this Agreement may not be landfilled or disposed of until Contractor has followed the following hierarchy of diversion efforts:

1. Reuse as is
2. Disassemble for reuse or Recycling
3. Donation
4. Recycle
5. Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items, unless the compaction mechanism is not used to compact the Bulky Items, unless such items have been designated for disposal.

2.1.14 Roll-off Box and Temporary Processing (City Services)

Contractor shall provide permanent and temporary bin and roll-off box collection service to the City upon request, at no charge to the City. Contractors shall process all Solid Waste Collected in bins and Roll-Off Boxes to recover Recyclable Materials prior to landfilling. The contractor will provide standard 10, 15, 20, 30, and 40 cubic yard roll-off boxes as well as low-boy or reduced-height containers.

2.1.15 Valet Service

Residents physically unable to roll their automated carts to and from the point of collection may request valet service. This includes persons with disabilities, the elderly or infirmed, or other people with an affliction that prevents them from rolling their carts to and from the point of collection. The Contractor will be required to remove the carts from the backyard, or other adjacent location of cart storage, to the curb for collection, and return said carts to their original storage locations by 6:00

p.m. the same day of service at no additional cost. In order to qualify for this program, customer must provide California DMV handicap credentials or other certified medical documentation issued by a licensed healthcare professional to Contractor annually.

2.1.16 Low-Income Senior Citizen Discount

The Contractor shall offer a low-income senior discount available to qualifying customers aged 65 and older who also qualify for Edison's low-income discount (Care Program). Customers will have to show their qualifying utility bill or related information. The discount will be available for all automated residential cart customers and will be at least 10% off the standard rate.

2.1.17 Holiday Tree Collection and Recycling

Contractor shall provide each residential dwelling, including Multiple-family and mobile home parks, with holiday tree collection and recycling. Customers must place their holiday tree at the curb for collection four (4) consecutive weeks, on their scheduled collection day, following December 26 of the applicable calendar year. Contractors shall also place a sufficient number of 40-yard roll off green waste containers at City Hall or other areas designated by the City during the same period. The number of green waste containers must be sufficient to ensure that there is not excess accumulation of holiday trees collected during the period.

2.1.18 Mulch Give-A-Way Program

The contractor shall conduct no less than two (2) free mulch give-a-way opportunities per calendar year for City residents at no additional cost. These services may be provided either by Contractor or by a third-party arranged for by the Contractor. Free mulch giveaways shall be at the dates, times, and locations specified by the City. Although not required, when at all possible, mulch returned to the City should be inclusive of organic materials collected from the City.

2.1.19 City Mulch

At a minimum, Contractor shall provide the City with up to 360-cubic yards of mulch at no charge for the purpose of usage in City owned and/or maintained facilities, parks, areas, or common areas of the City. Although not required, when at all possible, mulch returned to the City should be inclusive of organic materials collected from the City.

2.1.20 Holiday Schedule

Holidays prescribed by the City of Montebello specific to Contractor service. These prescribed holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All collection activities scheduled during a prescribed holiday will be collected on the following non-holiday calendar day except when said alternate collection day falls on a previously identified holiday. For example, if New Year's Day falls on a Monday, trash shall be picked up on Tuesday. If the holiday falls on a Sunday, there will be no delay in service.

2.1.21 Removal and Recycling of Existing Carts

Contractor shall coordinate delivery of the new Solid Waste, Recycling, Greenwaste, and organics carts with the previous haulers' removal of existing carts to minimize the period of time during which Residential Cart Customers are without carts or have two sets of carts. If prior Collection Contractor does not collect their carts at the start of service under this Agreement, Contractor shall Collect and store carts until the City instructs Contractor to Recycle the carts for maximum Diversion credit, or until the prior Contractor arranges to collect the carts from Contractor. During the term, if additional carts belonging to the prior Contractor are placed for servicing or cart Collection during the term, Contractor shall remove carts from service and notify prior Contractor to make reasonable arrangements for pick up or Contractor shall be responsible for recycling the

arts. Neither City nor Customers shall be responsible for any of Contractor's costs associated with actions undertaken in accordance with this section.

2.2 Multiple-family Residential “Core” Collection Service

Contractor shall provide commercial bin service and/or automated cart service to residential Multiple-family properties consisting of four (4) or fewer units at least once per week. At a minimum, available bin sizes must include: 1.5, 2, 3, cubic yards. Properties receiving automated cart service and/or commercial bin services are included in herein and shall be deemed part of the Core Services.

2.2.1 Bins and Boxes

Contractor shall provide and maintain clean freshly painted bins and Roll-off Boxes, free from graffiti, equipped with reflectors, and shall have the name and phone number of Contractor prominently displayed in letters not less than three (3) inches high on the exterior of each bin and/or Box so as to be visible when the container is placed for use. All bins and boxes must be kept graffiti free at all times. Within twenty-four (24) hours of visible or informed sighting, Contractor shall touchup, repaint, or replace any bin or box tagged with graffiti or excess markings that are not part of the hauler's collection program.

2.2.2 Multiple-family Processing

All Multiple-family residential properties as defined herein as four (4) or fewer dwelling units receiving noncommercial residential bin service may be processed at a materials recovery facility (MRF) or other facility provided that there is a demonstrated process of recovering and recycling at least 65% of the collected waste. If the proposer is unable to demonstrate a 65 percent (65%) diversion rate, it should demonstrate the maximum guaranteed diversion rate possible through the Multiple-family program and services referenced herein.

2.2.3 Bulky Item Collection (Including E-Waste and U-Waste)

Contractor shall provide unlimited bulky item collection to all Multiple-family residents as defined herein at no additional charge. Contractor shall provide bulky item collection on the next scheduled collection day, providing Contractor was notified at least 48-hours in advance of the next scheduled collection date. Bulky item collection shall include electronic and universal waste items. Customer shall have the right to unlimited bulky item pickups per calendar year, with up to five (5) items per pickup.

Should a Multiple-family customer require additional bulky item collection service in excess of five (5) items for any single scheduled pick-up, customer shall not be charged a fee for such service.

2.2.4 Bulky Item Diversion

Bulky items collected by Contractor collected under this Agreement may not be landfilled or disposed of until Contractor has followed the following hierarchy of diversion efforts:

- A. Reuse as is
- B. Disassemble for reuse or Recycling
- C. Donation
- D. Recycle
- E. Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for bulky items, unless the compaction mechanism is not used to compact the Bulky Items, unless such items have been designated for Disposal.

2.2.5 Holiday Tree Collection and Recycling – Multiple Family Dwellings

Contractor shall provide each multiple family residential dwelling, and mobile home parks, with holiday tree collection and recycling. Customers must place their holiday tree at the curb for collection three (3) consecutive weeks, on their scheduled collection day, following December 25. Contractors shall also place a sufficient number of 40-yard roll off green waste containers at City Hall or other areas designated by the City during the same period. The number of green waste containers must be sufficient to ensure that there is not excess accumulation of holiday trees collected during the period.

2.2.6 Green Waste/Organics Recycling Collection – Multiple Family

The Contractor shall offer 96-gallon automated carts and commercial bins for weekly green waste collection and recycling. Customers will have the opportunity to order the appropriate service level. Available bin sizes include: 3 cubic yards. Collection frequency will be at least once per week and up to six (6) times per week.

2.3 Citywide Quarterly Clean-up Program

The City, along with the Contractor and third-party collectors, conduct quarterly citywide cleanup events at no additional cost to the City or cleanup participants or entities. City shall define the scope of this program a least 14-days prior to the events and will communicate the need for service to the Contractors single point of contact or other persons designated by the Contractor.

2.4 Waste Diversion And Disposal Reporting Requirements

The Contractor shall maintain accurate records of all data required to fulfill the perquisites of this section. All reports and reporting formats shall be approved by the City Manager or his/her designee. All report submittals shall be in an electronic format approved by City, compatible with City's software at no additional charge.

Monthly reports shall be submitted within thirty (30) days after the end of the reporting month. Quarterly reports shall be submitted within thirty (30) days of the reporting quarter. Annual reports for which a date is not otherwise specified in this Agreement shall be submitted within twenty (20) calendar days after the end of the calendar year, by January 20th. The Contractor must provide all information in a format approved by the City and will be subject to Audit by the City at least once per year or once per quarter as may be deemed appropriate by the City.

SECTION 3: KEY AGREEMENT TERMS

A comprehensive description of the Agreement terms is contained in the draft Franchise Agreement. The following Key Terms are contained herein to draw the proposers' attention.

3.1 Agreement Term

The term of the Agreement shall be for a period of ten (10) years with two review periods after years five (5) and seven (7).

3.2 Annexation

If additional area is annexed to the City, residential areas shall be added to the Solid Waste and Recycling Collection areas, subject to the legal rights of others to provide services in that area. The franchise holder shall provide services to those areas.

3.3 Mandatory Collection

The City franchised collector shall collect all residential solid waste and recyclables in accordance with the terms of the Franchise Agreement.

3.4 Billing And Collection

Every occupant or owner of property in the City shall be billed on the customers' property tax bill as submitted with the County of Los Angeles, for the charges incurred by the collection of solid waste, recycling, and related services. Contractor may bill the property owner for extra service that fall outside of the regular services in accordance with the approved Master Customer Rate Schedule (Attachment B).

3.4 Education And Public Awareness

The City recognizes that effective public education is the key to implementing effective programs and achieving the diversion requirements of AB 939, AB 1826, SB 1383, and future subsequent legislations. See Draft Franchise Agreement for specific requirements relating to minimum public outreach requirements.

3.5 Minimum Recycling Rate

Contractor shall propose a minimum recycling rate of sixty-five percent (65%) for all solid waste it collects under this Agreement. Recycling of materials not collected by the Contractor is not counted towards meeting the recycling requirement of this RFP.

3.6 Company's Employees

The company's employees shall be required to wear a clean uniform bearing the company's name. Employees who come into direct contact with the public shall also bear some means of individual identification, such as a nametag or identification card. Employees shall not remove any portion of their uniform while working within the City.

3.7 Records And Reports

The City shall require specific reporting and recordkeeping requirements in the completion of collection activities. Storage of specific reports and records must be kept in electronic format for the entire term of this agreement and for no less than five (5) years after the expiration and/or termination of the Agreement and be available upon request within seven (7) days.

3.8 Responsibility For Damages And Injury/Indemnification

The City shall require that the company indemnify the City as set forth in the Draft Franchise Agreement. The company shall become familiar with the City and shall provide adequate safeguards to prevent damage to existing structures and improvements to its operations. All property damage shall be replaced and/or repaired, at the company's expense, to the original condition and to the satisfaction of the property owner.

3.9 Cooperation With Utility And Other Companies

Work within the City may be performed by utility and construction companies, which may obstruct the public right of way or properties at which service is to be provided from time to time. It is the responsibility of the company to be informed of work planned by these parties and to coordinate Solid Waste and Recycling Collection work accordingly in such a manner as to not provide an undue burden on The City of Montebello or its residents.

3.10 Reporting And Auditing

The Proposer should review the Draft Franchise Agreement, which contains detailed auditing, reporting and record keeping requirements. The Proposer shall familiarize themselves with these requirements.

3.11 Clean-Air / Clean-Burning Collection Vehicles

Pursuant to the requirements of Rule 1193 of the AQMD requirements, Collector shall propose and route only collection compressed natural gas (CNG), liquefied natural gas (LNG), or any other clean-air vehicle that meets Rule 1193 at the commencement of the Agreement.

The Contractor must comply with all California AQMD requirements and demonstrate their ability to comply, provide, and/or procure the aforementioned vehicles within one (1) year of service commencement. If the Proposer is unable to procure the aforementioned vehicles within the stated timeframe, they should provide a justification as well as a time period for which the referenced vehicles will be procured. All vehicles used for the services referenced herein must not be older than five (5) years old prior to the start of the services provided herein. All vehicles must be registered in the State of California and with the contractor or entity to who is providing the service to the City under the Franchise Agreement.

3.12 Quality Of Service Surveys

The City requires that the Contractor provide, at its own expense, annually a “quality of service” survey of Contractor’s customers during the term of the Agreement in a format approved by the City. At the discretion of the City, the survey shall be conducted by a City approved third-party at the sole expense of the Contractor. Prior to finalizing the survey form, the City shall review the survey with the Contractor. The results of the survey and the quality-of-service survey shall be provided to the City, reviewed with the Contractor, and used to discuss improvements in service delivery.

3.13 Rate Adjustment

Initial rates will be set based on the rates proposed in accordance with the approved Master Customer Rate Schedule (Attachment B) and shall be fixed through the first twenty-four (24) months of the new Agreement for which services commence. The rates may, thereafter, be annually adjusted based on a +/- 3-percent annual change in the Consumer Price Index (CPI) and may not exceed once per calendar year. Requests for CPI adjustments must be based on actual services provided to the City, must be supported by actual documentation and verifiable increases, and are not automatic in their approval. No general rate increases are permitted unless actual documentation for City provided services can be verified. Additional details can be found in the draft franchise agreement.

3.14 Authority To Withdraw RFP and/or Not Award Contract And Possible Legal Challenges.

The City of Montebello reserves the right to withdraw this RFP at any time without prior notice whether or not responses have been submitted to and/or received by the City. The City reserves the right to postpone the opening of proposals at its own convenience and to reject any and/or all proposals responding to this RFP without indicating any reasons for such rejection. The City shall not be obligated to any company to enter into a Franchise Agreement with the company despite City Council’s prospectively awarding the Franchise Agreement to a Proposer. The City shall be obligated to a Proposer if and only if City enters into a Franchise Agreement for the services with the Proposer. No action will lie against the City to compel it to execute a Franchise Agreement or to recover from the City any damages or costs any Proposer may incur if the City elects to sign a Franchise Agreement. The City reserves the right to modify the Draft Franchise Agreement to effectuate the intent of this RFP and the City’s collection services program more fully.

3.15 Public Records Act

All correspondence with the City, including responses to this RFP, will become the exclusive property of the City and will be public records under the California Public Records Act

(Government Code Section 6250 and following). The City will maintain the confidentiality of the proposals before it announces a recommendation for award. If a responder to the RFP believes that portions of its proposal are exempt from disclosure under the Public Records Act, it must be marked as such and specifically state the factual and legal basis for exemption. If a request is made for information marked as proprietary or a trade secret, the City will provide the submitter reasonable notice to seek protection from disclosure in court.

3.16 Maximum Customer Rates

The franchise holder, not the City, establishes customer rates. However, because the City proposes to grant an exclusive franchise, the Franchise Agreement will set maximum permitted rates for the first two (2) years of service. In the following years, the maximum permitted rate will be adjusted by a formula based on changes to the Price Index(s) as described herein and in the draft Franchise Agreement. The total annual maximum rate increases are explained in the Franchise Agreement.

3.17 Franchise Fees Payable To City

Contractors shall pay a quarterly fee to the City equal to sixteen percent (16%) of Gross Receipts collected the preceding quarter for any franchise service, or related service, provided under this Agreement. This Franchise Fee is a specific public benefit remitted to the City in recognition of the granting of this Franchise and is not subject to any percentage reduction or “net-of-fees” computation without the expressed approval of the City Council.

Franchise Fee payments are due 30 days after each preceding month’s end, up to and including the final month of this Agreement. Any underpayment or non-payment of Franchise Fees is subject to a delinquent payment penalty of two percent (2%) compounded per month, or any fraction of a month beyond the prescribed due date. This is an agreed upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means.

In addition, the City reserves the right to collect a one-time award of Franchise Fee. Bidders may include in their proposal an amount which each Bidder submits is a fair one-time award of bid fee that they would pay if awarded the Franchise.

3.18 Initial Fee Upon Award

In exchange for the City granting the Exclusive Franchise pursuant to this Agreement, Contractor shall pay to City a one-time administrative fee, to be paid no later than thirty (30) days after the Effective Date (*Section 2.3 of the Draft Agreement*), to reimburse the City for all costs related to the preparation of the Request for Proposals that led to the selection of the Contractor, and the City’s legal fees (attorneys’ fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Agreement which amount shall be one hundred thousand dollars (\$100,000.00).

3.19 AB 939 Program Payment Fee

The Contractor shall annually remit payment in the amount of thirty thousand dollars (\$30,000.00) or 16% of Gross Receipts, whichever is greater, to reimburse the City for costs related to compliance with State recycling mandates, public education, City staff expense for oversight and review of Contractor recycling activities, and the cost of professional consulting services as determined necessary and/or beneficial by the City.

3.20 Performance Audit Fee

The Contractor shall annually remit payment in the amount of thirty thousand dollars (\$30,000.00) for a third-party review and audit of Contractor performance and records. Such an audit will verify the accuracy of Franchise Fee payments as well as the Contractor’s implementation of programs and general compliance with the terms of this Agreement.

3.21 Good Corporate Citizenship

The holder of the Exclusive Residential solid waste/recycling Franchise is a visible and important part of the Montebello community and has traditionally been an exemplary “Corporate Citizen,” supporting local non-profit organizations in the community and strengthening Montebello in other ways. Proposals should describe the commitments that the company will make to continue or expand on that tradition. See “Attachment C” for further information.

3.22 Performance Bond And Letter Of Credit

Within 10-days of the of the award notification, the Contractor shall provide the City with a Performance Bond and/or Nonrevocable Letter of Credit for a total surety of seven hundred and fifty thousand dollars (\$750,000.00) or the equivalent of three (3) quarters of rate service, whichever is greater.

3.23 Surety/Bid Bond

Each proposal must be accompanied by surety made payable to the City of Montebello in the amount of twenty-five thousand dollars (\$25,000.00) in the form of a certified check, cashier’s check, or bid bond.

3.24 Proposal Evaluation Criteria

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. See Section 5 of this Document for a complete listing of Evaluation Criteria.

NOTE: Maximum customer charges will not be the sole criteria for award of this Contract. All criteria will be considered.

3.25 Conflicts Of Interest

City officials may not participate in any decision in which they have a financial interest under the California Political Reform Act (Government Code Sections 87100 and following.) Cities may not contract with any company in which members of their Council have a disqualifying interest under Government Code Section 1090 and following. In order to identify any legal conflicts of interest, company’s submitting a proposal must identify any officers, directors, employees, or ownership interests that would constitute a financial interest under the Political Reform Act or Government Code Section 1090 and following for any elected or appointed City official, employee, or agent.

3.26 Familiarity With Laws And Ordinances

Companies are required to comply with all provisions of State, Federal, County and City laws, ordinances, rules, and regulations that are applicable to them and their operations. The submission of a response to this RFP shall be considered a representation that the company making the proposal is familiar with all such laws, ordinances, rules, and regulations.

3.27 Draft Franchise Agreement

The proposer must review the entire Draft Franchise Agreement for details relating to the specific requirements of this Request for Proposal. Should the Proposer find items that are not acceptable to the Contractor, the Contractor must identify accordingly in their response proposal. The final approved Franchise Agreement will incorporate the successful Proposer’s response to this RFP.

3.28 Quality Of Service Surveys

The City requires that the Contractor provide, at its own expense, annually a “quality of service” survey of Contractor’s customers during the term of the Agreement in a format approved by the City. At the discretion of the City, the survey shall be conducted by a City approved third-party at the sole expense of the Contractor. Prior to finalizing the survey form, the City shall review the survey with the Contractor. The results of the survey and the quality-of-service survey shall be provided to the City, reviewed with the Contractor, and used to discuss improvements in service delivery.

3.29 Curbside Recycling Audits

The contractor is required to conduct biannual waste composition audits, at no charge to the City, of the solid waste collected from residents in curbside recycling containers. The purpose of this audit is to establish the materials and their relative percentages by weight in the residential curbside waste stream. The City and/or its designee shall have the right to be present to oversee the Contractor while this audit is conducted.

3.30 Rate Composition

During the Term of this Agreement, all Franchise rates will be divided into two rate components: “Collection” and “Disposal.” Such a “component” breakdown must be disclosed to the City within the initial rates for this Agreement and as part of any subsequent rate increase request by the Contractor. Such collection components are not required to be listed in franchise rate sheets or included on billings to the Contractor’s customers.

3.31 Information / “How-To” Video

The contractor shall develop, produce, and provide for customers an informative How-To video. The produced video shall inform residential customers of program services available, recycling opportunities, and general information on billing and customer service information.

SECTION 4: PROPOSAL FORMAT AND CONTENT

This Section includes the required proposal format, and a description of the specific information Proposers must include. Proposer must provide the information specified in this section as part of its proposal. Failure to provide all the required information may be grounds for rejection of a proposal.

Proposals should be typed as briefly as possible. They should not include any elaborate or unnecessary promotional material. Proposer must submit five (5) complete copies of their company’s Proposal, one (1) original with wet signatures and one (1) electronic copy with all attachments on a thumb drive. Each company should adhere to the following order and content of proposal sections:

4.1. General Requirements

A. Title page

B. Cover Letter

A cover letter should summarize key elements of the proposals. An individual authorized to bind the company must sign the letter. Please include the address and telephone number of the company’s office located nearest to Montebello, California, and the office from which the Franchise Agreement (Attachment D) will be managed.

The letter must stipulate that the proposed maximum customer rates shall be fixed and valid through the first twenty-four (24) months of the new Agreement for which services commence. and that any future increases will be limited by the information contained herein and the Rate Adjustment formula stipulated in the Draft Franchise Agreement.

The letter must also state that the proposing company understands and accepts that the data supplied is for informational purposes only and that the prospective bidder has taken the steps necessary to verify the number of homes, multiple-family residences, containers, routes, tonnage volumes, and collection area in preparation of the submitted proposal. The proposer must include a statement that they have reviewed the entire Request for Proposal including Attachments A-F inclusive of the Draft Franchise Agreement and take either no exceptions or have included any exceptions in therein.

Furthermore, the Contractor understands and accepts that within thirty (30) days upon execution of the Franchise Agreement (Effective Date), the company will be required to make payment to the City of Montebello in the amount of one hundred thousand dollars (\$100,000.00) to cover the costs associated with the RFP process. The letter should further state, as a condition of the Franchise Agreement, the company will remit at least sixteen percent (16%) of annual gross receipts to the City and at no time will Franchise fee costs or any City Program fee costs be added to customer billing statements or passed on to its customers.

C. Table of Contents

The Proposer must include a Table of Contents and follow the numerical values identified in Section 4 of this RFP. Responses received that do not comply with the numerical formatting may be reduced in score or determined to be nonresponsive for the purpose of the evaluation process.

4.2. Business Structure: Provide The Following Information Regarding The Proposing Entity And Entity That Would Provide A Corporate Guarantee, If Applicable.

- A. Legal name of proposing entity that would sign the Franchise Agreement and whether it is an individual, a partnership, a corporation, or a joint venture.
- B. Name of the entity that the services will be conducted under (common name used for Montebello business).
- C. Entity that would submit financial statements and whether it is an individual, a partnership, a corporation, or a joint venture. If other than proposing entity, indicate relationship and willingness to sign corporate guarantee.
- D. Number of years in which the proposing entity has been organized and doing business under this legal structure (if other than an individual).
- E. Number of years in which proposing entity has been organized in the State of California and doing business under this legal structure and/or DBA.
- F. Names and contact information of owners/stockholders with more than 10% of the company's equity.
- G. Names and contact information of all officers affiliated with the proposing entity, parent company, or DBA.
- H. Corporate headquarters location and contact information.
- I. Local headquarters (if different from corporate).

4.3. Donations And Gifts

Proposers must provide detailed information on any/all gifts, donations, or other items provided to any Montebello Elected Officials, City Staff, City Appointees, City Commissioners, Volunteers,

within the last 4 years. Campaign contributions are not required to be reported if they have been properly noticed and recorded according the California Fair Political Practices Commission (CFPPC) ([FPPC Regulations \(ca.gov\)](https://www.fppc.ca.gov/)).

4.4. Experience And Qualifications

The successful Proposer shall have at a minimum five (5) years of experience with hauling and collecting solid waste and recyclables in a community of similar size as the City of Montebello, must hold a solid waste hauler license within the City as of July 1, 2024, and be in good standing with the City of Montebello. For the purpose of this solicitation, good standing shall include, but not limited to, compliance with the provisions set forth in Chapter 8.12 of the MMC, Resolutions 17-62 and 20-97, Ordinance 2445, and has not been issued a notice to terminate, suspend or revoke a license or franchise.

The successful Proposer must be qualified by experience, adequate financing, staffing, and equipment to provide the services specified in this RFP. Describe all recent experience (ten years suggested) in providing services of the type being proposed in this RFP. Include on each listing the following:

- A. Name of the agency/jurisdiction issuing a franchise, permit or agreement in which services were/are provided.
- B. A description of the services provided.
- C. Primary agency contact, address, telephone number, and email address.
- D. Dates for the contract or other agreement under which services were provided.
- E. Name of the person or persons at the company primarily responsible for supervising or managing the services and their respective responsibilities.

4.5. References

The proposer shall provide at a minimum of three references but no more than five references. For each reference, indicate the following:

- A. Reference name and Title.
- B. Organization affiliation.
- C. Complete contact information including mailing address, email address and telephone number.

The City reserves the right to reference check any and/or all of the organizations or individuals listed.

4.6. Organization And Staffing

Describe the Proposer's approach and methods for implementing and managing the services to be provided under the contract including all reporting and other requirements. Each proposer must provide an organizational chart showing internal and external team members including any contractors, subcontractors, consultants, nonprofits, or other entities that will be utilized in the performance of any of the identified services or work, as well as the specific services they will be providing. Describe the responsibilities and percentage of time of each person on the team. Identify the person(s) who will be the key contact(s) with the City of Montebello. Please include resumes for key members of the team with particular emphasis on their experience, qualifications, and association status with your firm, whether employee, contractor, or subcontractor. If the services that you are proposing are not provided 100% by your firm, you must provide a written statement of the extent of your firms' services, as well as clearly document how all of the requested services will be accomplished.

4.7. Background

The Background section should describe the Proposer's understanding of the City and the service to be provided. Each proposer is required to independently verify the number of homes, businesses,

Multiple-family residences, containers, routes, tonnage volumes, and collection area in preparation of their proposal. Please explain your company's verification process while providing the data and methodology utilized in the preparation of your proposal.

4.8. Work Plan And Methodology

This section should describe the services the Proposer will provide and the methodology for providing said services. The "Work Plan" must include the methodology and actions the proposer will implement in meeting the requirements of the RFP and the Draft Franchise Agreement.

Make evident the methodology your company will implement in meeting State of California diversion requirements associated with AB939, AB1826, AB1383, and other statutory requirements. Additional points may be awarded to the Proposer(s) that offer diversion rates above the minimum diversion requirements set forth in Attachment A if they can be independently corroborated.

Include a comprehensive list of all proposed contractors, subcontractors, facility names, SWIS number and addresses where materials will be delivered and sorted. Include the type of permit for the facility (i.e., certified to receive recyclable materials, household Solid Waste, etc.). State the permitted total tonnage allowed (capacity) at facility per day, current tonnage of materials received, and published diversion rates.

The successful proposers "Work Plan" will become an attachment to the Franchise Agreement. This "Work Plan" section of the proposal will be identified in the final Franchise Agreement as "Attachment E."

4.9. Disposal & MRF Facilities

Proposer is to identify each disposal and non-disposal facility(ies) Proposer intends to utilize during the Term of the Agreement. Proposer shall include the following information for each facility:

- A. The name, address, website, and type of facility.
- B. Facility Solid Waste Information Systems (SWIS) Number.
- C. Statement regarding any relationship between the proposer and the facility owner/operator.
- D. Commodity/Materials to be delivered to each facility.
- E. Diversion rate for each waste stream.

4.10. Schedule of Services

The Proposer shall adopt a schedule for providing services to locations and frequencies set forth in a separate agreement with the City Manager. Include in this section your proposed suggestions for collection times, routes, scheduled time of collections, and other policies and/or procedures not presented in the above work plan.

The Proposer must develop a schedule of service that ensures that scheduled service misses to not exceed one percent (1%) per month for the first year and one percent (1%) per quarter for each subsequent year. To avoid conflict and/or interference with the City's street sweeping programs, all scheduled services, routes, collection dates and times, are subject to approval of the City which may not be unreasonably withheld.

4.11. Equipment List

Pursuant to the requirements of Rule 1193 of the AQMD requirements, Collector shall propose and route only collection compressed natural gas (CNG), liquefied natural gas (LNG), or any other clean-air vehicle that meets rule 1193 at the commencement of the Agreement.

The Contractor must comply with all California AQMD requirements and demonstrate their ability to comply, provide, and/or procure the aforementioned vehicles within one (1) year of service

commencement. If the Proposer is unable to procure the aforementioned vehicles within the stated timeframe, they should provide a justification as well as a time period for which the referenced vehicles will be procured. All vehicles used for the services referenced herein must not be older than five (5) years prior to the start of the services provided herein. All vehicles must be registered in the State of California and with the Contractor or Entity to who is providing the service to the City under the Franchise Agreement.

Contractor shall provide evidence that prior to the Franchise Start Date of this Agreement, Contractor will possess or will have within one (1) year of the start of the agreement, a fleet of alternatively fueled collection vehicles sufficient in number and capacity to perform efficiently the work required by this Agreement in strict accordance with its terms. Collection vehicles must meet all applicable local, state, and federal air quality laws, rules, and regulations, including, but not limited to, South Coast Air Quality Management District Rule 1193 relating to alternative fueled trash collection equipment. If the Proposer is unable to procure the aforementioned fleet of vehicles within the stated timeframe, they must provide a justification as well as a verifiable time period for which the referenced vehicles will be procured. Such verification must include specific purchase orders or other documentation inclusive of delivery dates and certified by the equipment manufacturer.

During the first twelve (12) months of the Agreement, Contractor may operate with used clean-air collection vehicles no older than five (5) years of age and may be used during the transition and first year of the Agreement. During the first term year, the Contractor shall provide evidence of an order to purchase new clean-air collection vehicles, with a delivery date on or before the thirteenth (13) month of the Term. The fleet of clean-air or alternatively fueled vehicles shall be no older than seven (7) years of age at any time during years two (2) through ten (10) of the Agreement.

Please attach a table that includes the following information for each vehicle to be used in the first 12- months of this Franchise.

- A. Make
- B. Model
- C. Year
- D. Mileage
- E. Vehicle Identification Number
- F. Type of Fuel to be Used
- G. Waste Stream to be Collected
- H. Registered Owner

4.12. Employee Safety Training And Equipment Safety Records

Describe your Organization's training and health/safety programs for your employees. Describe employee response procedures when hazardous wastes are encountered during collection activities. Include any employee manuals as appropriate. Provide all equipment safety records/inspections, BIT inspection, and CHP reports or citations for the most recent three (3) years.

4.13. Implementation/Transition Plan

Provide a detailed implementation plan describing the company's plan for facilitating a smooth transition of services and, if applicable, a smooth transition between service providers. The proposal must clearly demonstrate that the company has the ability to implement the services including equipment, educational outreach, personnel administration, and maintenance requirements. Please describe any assistance that will be needed from City staff during the transition period. Proposer must include a delivery schedule with any lead-time needed for the purchase of new bins, carts, roll-off boxes, and vehicles.

4.14. Organics Waste Recycling

Proposer shall describe in their Work Plan a clear understanding of Organics Recycling (AB1826 and SB1383), and specifically identify Proposer's methodology of implementing said Organics Recycling Program(s) for each identified waste sector, as presented in this Document and the Draft Franchise Agreement.

4.15. Minimum Recycling Requirement

The Proposer shall document and fully demonstrate how it will achieve a residential (as defined here in as 1-4 dwelling units) recovery and recycling rate of at least 65% of the collected waste. If the Proposer is unable to demonstrate a 65 percent (65%) diversion rate, it should demonstrate the maximum guaranteed diversion rate possible through the program and services referenced herein.

4.16. Customer Service

Contractor must provide customer service in English and Spanish. Proposer must fully describe the company's plan for providing customer service in the City of Montebello, including the following:

- A. General customer service including responding to customer inquiries and keeping the City informed of problems/issues that arise; Proposer must be able to facilitate customer service services in both English and Spanish.
- B. Quarterly billing for services.
- C. Customer outreach describing programs, services, and events (to be completed at the company's expense). Company shall include such program/information at least twice annually; all material shall be reviewed with the City prior to distribution; all educational materials and public outreach must be in English and Spanish.
- D. Proposer must facilitate a Website for the communication of services, recycling opportunities, bill paying services outside of the core services referenced herein and City communications relevant to waste collection, hazardous waste, special collection events, and public outreach. This site must be presented in English and Spanish.
- E. At least one (1) dedicated staff member to respond to service inquiries. Such person should be identified in the Proposer's proposal.
- F. The Proposer must have a "toll-free" telephone number for the residents of Montebello to utilize for all customer service and billing needs.

4.17. Financial Stability

To demonstrate the financial stability of the responding company, each proposer will be required to submit a compiled audited financial statement for the past three (3) fiscal years. Include balance sheets and profit/loss statements, as appropriate. Additionally, the proposer must submit a listing of all loans, encumbrances, debts, bankruptcies, and the like for the last five (5) years for any public, private, or other entity.

All financial information submitted will be held confidential to the extent permitted by law. Financial statements should be delivered inside of a sealed envelope, separate from the Contractor's proposal, labeled "**CONFIDENTIAL FINANCIAL INFORMATION.**"

4.18. Insurance Information

Include documentation from your insurance carrier confirming that the responding company meets the minimum insurance requirements as stipulated in Article 11 of the Draft Franchise Agreement.

4.19. Past/Pending Litigation: Lawsuits, Claims, Judgments, Penalties, Fines And Violations

Proposer shall disclose any and all past or pending litigations, lawsuits, claims, settlements, judgments, penalties, fines and/or violations incurred or in process for the past ten (10) years in the areas referenced below.

- A. Environmental & Safety
- B. Criminal Actions
- C. Enforcement Actions
- D. Procurement Contests
- E. Breach of Agreements/Contracts
- F. Class Actions brought against proposer, regardless of resolution
- G. Labor disputes, including strikes, walkouts, or slowdowns
- H. Debarment from any public entities within the last ten (10) years

The Proposer should include all pertinent information (public or private) including but not limited to, date, entity or parties involved, nature/reason, and outcome (i.e., Pending, Settled, Continued, Ongoing, etc...).

4.20. Guarantees and Surety

- A. Performance Guarantee

Provide a letter from a surety stating your Organization's ability to obtain a performance bond in the amount of seven hundred fifty thousand dollars (\$750,000.00).

- B. Bid Bond

Each proposal must be accompanied by surety made payable to the City of Montebello in the amount of twenty-five thousand dollars (\$25,000.00) in the form of a certified check, cashier's check, or bid bond.

4.21. Statement of Compliance

Proposer must submit a Statement of Compliance with all terms and conditions of the RFP (including all terms of the Draft Franchise Agreement), and, if any, a listing of exceptions and suggested changes. A description of any cost implication for the suggested changes must also be included. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Franchise Agreement except for the items listed
- C. For each exception or suggested change, the Proposer must include a full and complete justification for the exception or suggested change.
- D. Reasons for submitting the proposed exception or change
- E. Any impact the change or exception may have on Franchise Agreement costs, scheduling, or other considerations

SECTION 5: PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of the response to all provisions of this RFP. The City may use some or all of the following criteria in its evaluation and comparison of the proposals submitted. The criteria listed are not necessarily an all-inclusive list. The City reserves the right to modify or adjust the criteria listed below and reserves the right to adjust the total points available for each category listed. Irrespective of the total points received by any Proposer, the City also reserves the right to award the Agreement to the company which the City, in its sole discretion,

deems is best suited for the needs of the City in providing the services set forth in this RFP. The order in which they appear is not intended to indicate their relative importance:

Item	Description	Points Available
4.1, 4.2, 4.3	Document Organization & Completeness	10
4.4	Experience and Qualifications	20
4.5	References	5
4.6	Organization and Staffing	10
4.7	Background	10
4.8	Work Plan & Methodology	20
4.9	Disposal & MRF Facilities	15
4.10	Schedule of Services	5
4.11	Equipment List	10
4.12	Employee Safety & Training	10
4.13	Implementation/Transition Plan	15
4.14	Organic Waste Recycling	15
4.15	Minimum Recycling Requirement	5
4.16	Customer Service	5
4.17	Financial Statement	20
4.18	Insurance Information	5
4.19	Past/Pending Litigation	10
4.20	Guaranties and Surety	10
Attachment B	Proposed Rates	<u>50</u>
	<i>Total Points Available (This Section)</i>	250
	DIVERSION CREDITS	
2.1 & 2.2.2	Additional Diversion Processing Above Min.	<u>10</u>
	<i>Total Extra Credit Available</i>	10
TOTAL PROPOSAL POINTS		260

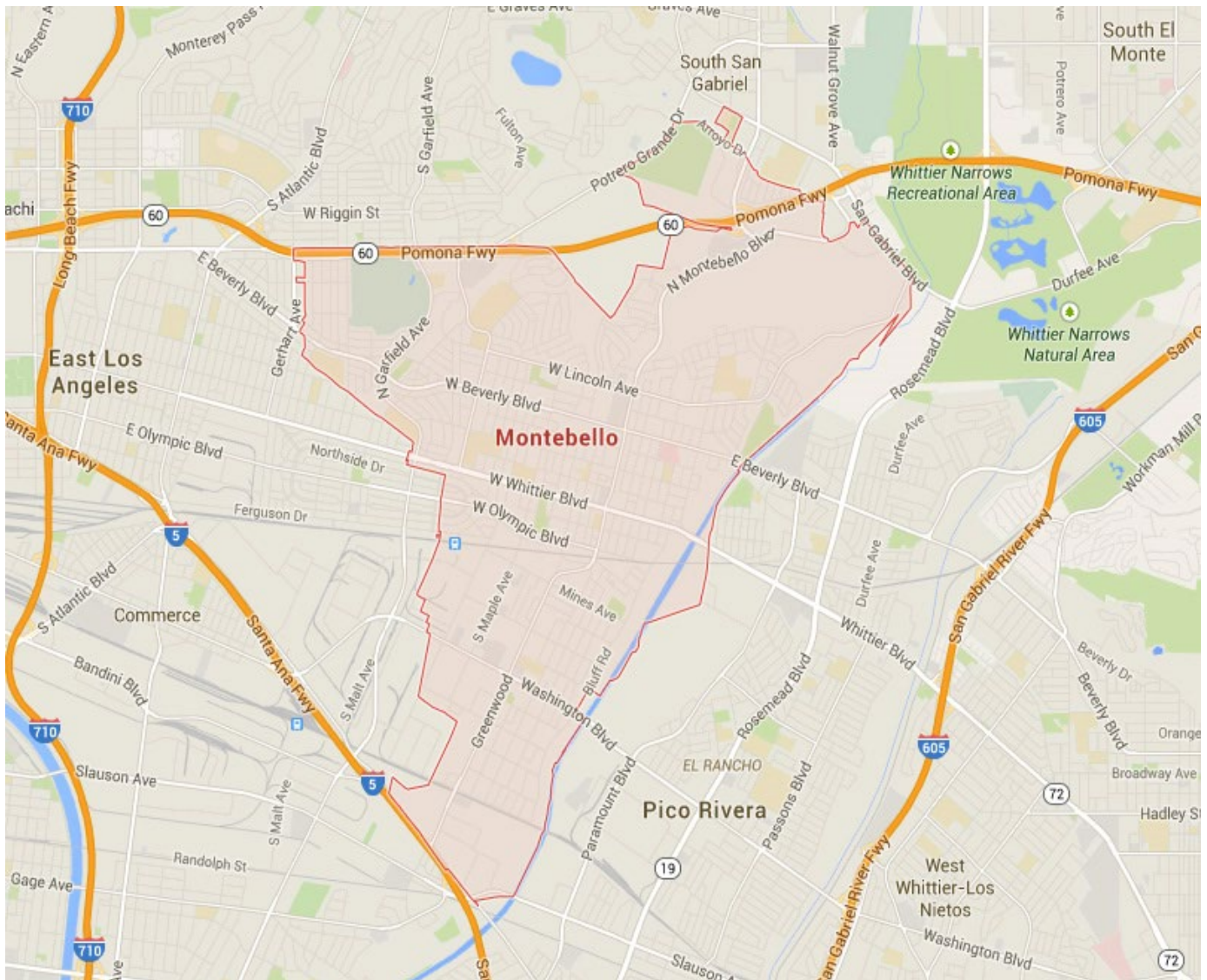
Notes:

1. Should Proposer submit a “Work Plan” (Section 4.8) that is incomplete and not inclusive of all of the items, the Proposal will be deemed “Non-Responsive” resulting in a zero score for that particular incomplete item, and the Proposal may be disqualified from further consideration (*To be determined by City Manager*).
2. Maximum customer charges will not be the sole criteria for award of this Contract. All criteria will be considered.

SECTION 6: LIST OF ATTACHMENTS

- Attachment A** City Map
- Attachment B** Maximum Permitted Rates Schedules
- Attachment C** Good Corporate Citizen Statement
- Attachment D** Draft Franchise Agreement
- Attachment E** Work Plan (Place holder for Proposers' Response to this RFP)

ATTACHMENT A: CITY MAP



ATTACHMENT B-1: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

RESIDENTIAL SERVICES

Following are the rates are from the first day that services are provided through June 30, 2027:

<i>Monthly Residential Cart Service Rates*</i>		
<i>Standard Service includes: One 60-gallon Solid Waste, One or more 95-gallon Recycling, and up to Two 95- gallon Green Waste Carts, and 35-gallon collection carts.</i>		
	Monthly	Quarterly
Standard Service	\$	\$
Low-Income Senior Rate (1)	\$	\$
Additional Solid Waste Cart - above standard service		
Additional Solid Waste Cart - 95-gallon	\$	\$
Additional Solid Waste Cart - 48-gallon	\$	\$
Additional Solid Waste Cart - 21-gallon	\$	\$
Additional Recycling Cart - 95-gallon	\$	\$
Additional Recycling Cart - 48-gallon	\$	\$
Additional Recycling Waste Cart - 21-gallon	\$	\$
Additional Organic Waste Cart - 21-gallon (SB 1383)	\$	\$
Additional Organic Waste Cart - 12-gallon (SB 1383)	\$	\$
Additional Green Waste Cart - above two (95-gallon)	\$	\$
<i>Other Residential Cart Rates and Services* (Charged in Addition to Cart Service Rates)</i>		
Valet Service - Authorized Disabled Customers Only.		No charge
Additional Special Overage Pickup for Automated Cart Customers (in excess of four pickups per year)		\$

**Including all City fees.*

(1) Low-income 10% Senior rate discount includes One 60-gallon Solid Waste, One or more 95-gallon Recycling, and up to Two 95-gallon Green Waste Carts, and 35-gallon collection carts.

ATTACHMENT B-2: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

MULTIPLE-FAMILY SERVICES

Following are the rates are from the first day that services are provided through June 30, 2027:

Standard Multiple-family Services

Number of Collections Per Week

Container Type/Size	1	2	3	4	5	ADDITIONAL PICKUPS (SAME DAY)
95-Gallon Containers (<i>Additional</i>)						
1.5 Cubic Yard Bin (MSW)						
2 Cubic Yard Bin (MSW)						
3 Cubic Yard Bin (MSW)						
1.5 Cubic Yard Bin (<i>Comingled Recycling</i>)						
2 Cubic Yard Bin (<i>Comingled Recycling</i>)						
3 Cubic Yard Bin (<i>Comingled Recycling</i>)						
Green Waste - 3 Cubic Yard Bin (<i>AB 1826</i>)						
Locking Bin						
Extra Dump Charge (<i>2 & 3 CY Bin</i>)						
On-Call Bulky Item Collection						
On-Call E-Waste and U-Waste Collection						

ATTACHMENT B-3: TOTAL MAXIMUM PERMITTED RATE SCHEDULE

TEMPORARY BIN/BOX SERVICE

Following are the rates for March 1, 2020, through June 30, 2021:

Standard Temporary Bin/Box	Service Charge				
	Pickup/Delivery Charge	Per Dump Charge	*Overweight Charge Per ton	Daily rental after 7 days without dump	Dead Run charge
10 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
15 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
20 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
30 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
40 Cubic Yard Rolloff Bin (C&D, Other)	\$	\$	\$	\$	\$
Low-boy or reduced-height containers	\$	\$	\$	\$	\$

**Overweight charge shall only apply to loads in excess of seven (7) tons.*

Rate Composition

During the Term of this Agreement, all franchise rates will be divided into two rate components: “Collection” and “Disposal.” Such a “component” breakdown must be disclosed to the City within the initial rates for this Agreement and as part of any subsequent rate increase request by the Contractor.

ATTACHMENT C: GOOD CORPORATE CITIZEN STATEMENT

- 1. Good corporate citizens enhance Montebello through employment practices:**
 - Hire Montebello residents when possible
 - Provide training and promotion opportunities for all workers
 - Provide adequate wages and benefits
 - Provide safe, clean, and healthy work environment
 - Provide family friendly benefits that support family life such as maternity/paternity leave, childcare and day care
- 2. Good corporate citizens enhance Montebello through environmental responsibility:**
 - Use Montebello sources for goods
 - Minimize use of resources
 - Used recycled content products wherever possible
 - Use energy efficient systems
 - Support opportunities for employees to use carpools/public transportation
- 3. Good corporate citizens enhance Montebello through excellent customer service practices:**
 - Being responsive to Montebello residents' complaints
 - Being courteous and helpful
 - Being bi-lingual
 - Extending a helping hand to the seniors and handicapped
- 4. Good corporate citizens enhance Montebello through financial practice:**
 - Purchase supplies locally
 - Support Montebello youth teams, local schools, and community organizations.
 - Support volunteerism and community involvement by employees
 - Support and participate in Montebello community events

ATTACHMENT D: DRAFT FRANCHISE AGREEMENT

THE DRAFT AGREEMENT IS PROVIDED AS A TEMPLATE OF ANTICIPATED TERMS. FINAL TERMS SHALL BE DEFINED UPON THE AWARD OF FRANCHISE.

ATTACHMENT E: WORK PLAN

(PLACE HOLDER FOR PROPOSERS' RESPONSE TO THIS RFP)



ITEM # 8

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **APPROVE SUBMISSION OF A FUNDING APPLICATION FOR THE
SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize Staff to submit a funding application for the Safe Streets and Roads for All (SS4A) Program; and
2. Authorize the City Manager and/or the Director of Public Works to sign all applicable grant application documents; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Federal share of Safe Streets and Roads for All grant may not exceed 80 percent of total eligible activity costs. The City's local matching share is a minimum of 20 percent of eligible activity costs. All matching funds must be from non-Federal sources. The total cost of the Action Plan that conforms with the eligible criteria as described below is estimated at \$800,000. Federal reimbursement is \$640,000, with a City local match of \$160,000.

Should the City be successful in receiving the grant funds, Staff will return to the City Council with request to appropriate the funds - both grant and required local match. No budget adjustment is needed for Fiscal Year 2023-24.

BACKGROUND/DISCUSSION:

The Safe Streets and Roads for All (SS4A) program funds regional and local initiatives that focus on mitigating and preventing roadway fatalities and serious vehicular related

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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injuries. Funds for SS4A grant program support planning, infrastructure, vehicular motorist behavioral modifications and operational initiatives to minimize and prevent serious injury on roadways involving all roadway users; including pedestrians, bicyclists, public transportation, personal conveyance, and micromobility users, motorists, and commercial vehicle operators.

Eligible activities include the following:

- Vision Zero Plan
- Local Road Safety Plan
- Developing and updating a comprehensive safety action plan.

The following are examples of activities that could directly assist in the process of developing or updating any of the above-mentioned action plans by conducting outreach, data collection, analysis, and other related tasks:

- Leadership commitment and goal setting that includes a timeline for eliminating roadway fatalities and serious injuries.
- Adoption of a resolution that commits the City to trying its best to eliminate fatalities as a result of traffic collisions.
- Planning structure brought upon a committee with some oversight of the development, implementation, and monitoring of the action plan.
- Safety analysis of the existing conditions and historical trends provides a baseline level of crashes involving fatalities and serious injuries across the City.
- Engagement and collaboration with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback.
- Equity considerations developed through a plan using inclusive and representative processes.
- Policy and process changes that assess the current policies, plans, guidelines, and/or standards to identify opportunities to improve how processes prioritize transportation safety.
- Strategy and project selections that identify a comprehensive set of projects and strategies, shaped by data, the best available evidence and noteworthy practices, as well as stakeholder input and equity considerations, that will address the safety problems described in the Action Plan.
- Progress and transparency methods that measure progress over time after an action plan is developed or updated, including outcome data.

All applicants must apply by Thursday, August 29, 2024 to be considered for funding. Staff recommends submittal of the grant application by the deadline in order to obtain funds.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council approve submission of a funding application submission to the Safe Streets and Roads for All Program (SS4A). Should the City be successful in this grant award, Staff will return to the City Council with recommended action to appropriate the grant award funds and approve any matching fund requirements. No budget amendments are necessary at this point in the grant application process.

ATTACHMENT(S)

None

NEXT STEPS:

N/A



ITEM # 9

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

**SUBJECT: ACCEPTANCE OF GOLF COURSE RENOVATION PROJECT PHASE 1
(CP NO. 894-1) – NOTICE OF COMPLETION**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Accept the Golf Course Renovation Project Phase 1 (CP No. 894-1) as completed by Los Angeles Engineering, Inc.; and,
2. Approve the final contract amount with Los Angeles Engineering, Inc. for the construction of the Project in the amount of \$5,867,421 including change orders; and,
3. Approve the Final Total Project Budget (Attachment A); and,
4. Authorize the Senior Deputy City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar/Recorder; and,
5. Authorize the City Manager to release the retention payment due to Los Angeles Engineering, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and,
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final total project budget (Attachment A) shows the previously approved City Council authorized budget of \$5,913,500 for Los Angeles Engineering, Inc. Attachment A also shows the total aggregate expenditures for the project in the amount of \$5,867,421, which includes subsequent City Council approved change orders and use of the approved five percent (5%) contingency. Since this phase of the project was completed under budget, no budget amendments are needed.

BACKGROUND/DISCUSSION:

The Golf Course Renovation Project (GCR Project) renovated a portion of the existing Montebello Municipal Golf Course property located immediately south of the Topgolf entertainment complex Project and northwest of the Quiet Cannon event center. The GCR project area is approximately 72.5 acres of the golf course campus. The project replaced the existing 18-hole golf course with a new and modern first-class championship golf course complex that complements the adjacent Topgolf facility and existing hotels and Quiet Cannon event center. The project includes a new 9-hole championship golf course and a new 6-hole Par 3 golf course with lights.

On October 12, 2022, the City Council awarded a contract to Los Angeles Engineering, Inc. for Phase 1 of the GCR Project in the amount of \$5,094,000 and authorized the Director of Public Works to review and approve change orders within a 5% contingency of the contract amount. Phase 1 included rough grading, underground and utility construction, and pavement and concrete flatwork.

On August 23, 2023, the City Council approved a change order to Los Angeles Engineering, Inc. in the amount of \$819,500. This change included demolition, clearing/grubbing, rough grading, underground utility services (sewer, water, storm drain backbone system, electrical, gas, communications), street and parking lot concrete flatwork and pavement, street and parking lot lighting systems, temporary erosion control and stormwater Best Management Plan techniques related to the Storm Water Pollution Prevention Plan, otherwise referred to as BMPs/SWPPP.

ENVIRONMENTAL:

N/A

ANALYSIS:

The project was substantially completed on April 10, 2024. The contractor completed the punch list work on April 26, 2024. The construction management company, AIM Consulting Services, overseeing the GCR Project has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications.

NOTICE OF COMPLETION

It is recommended that the City Council accept the project as satisfactory and complete pursuant to Civil Code Section 3093. Upon acceptance of the project, staff will file the "Notice of Completion" with the Los Angeles County Registrar/Recorder's Office for the project. Thirty-five (35) days after the recording of the Notice of Completion by the LA County Recorder's Office, the City will release the Labor and Materials Bond to the bonding company and make final payment of the retention to Contractor if no Stop Notices are filed within the 35-day period.

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget and expenditures, including change orders, authorize the Senior Deputy City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar/Recorder and authorize the City Manager to release the retention payment due to Los Angeles Engineering, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Total Project Budget and Expenses
2. Attachment B - Notice of Completion

NEXT STEPS:

N/A

ATTACHMENT A

GOLF COURSE CONSTRUCTION PROJECT (PHASE 1) C.P. NO. 894-1

FINAL TOTAL PROJECT BUDGET

Project Expenses	Final Cost
Original Construction Contract (Los Angeles Engineering, Inc.) - Awarded 10/13/2022	\$5,094,000
Construction Change Orders (Approved 8/23/2023)	\$819,500
Adjustment for Final Quantities Measured	(\$46,079)
Total Project Cost:	\$5,867,421

Authorized Project Budget	Budget Amount
Original Construction Contract (Los Angeles Engineering, Inc.) - Awarded 10/13/2022	\$5,094,000
Construction Contingency (5%) (Approved 11/10/22)	\$254,700
Construction Change Orders (Approved 8/23/2023)	\$564,800
Total Project Cost:	\$5,913,500

Note: The project was completed \$46,079 under budget and this amount will be made available for re-programming.

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO
NAME CITY OF MONTEBELLO
CITY CLERK
STREET 1600 W Beverly Blvd.
ADDRESS
CITY Montebello,
STATE CA
ZIP 90640
SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT B

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES

ADDRESSES

7. A work of improvement on the property hereinafter described was completed on March 11, 2022. The general scope of work consisted of the removal and reconstruction of existing sidewalks, curb and gutters, drive approaches, curb ramps, cold milling and repaving the existing streets, adjustments of utility covers, installation of pavement markings and striping, curb painting, installation of traffic detection loops and installation of a Bio-swell retention basin.

8. The name of the contractor, if any, for such work of improvement was Los Angeles Engineering, Inc.
May 22, 2024

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

(Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Phase 1 Golf Course Construction Project CP 894-1**

Director of Public Works / City of Montebello

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

VERIFICATION

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

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

Executed on _____, 2024 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.



ITEM # 10

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT RESOLUTION NO. 24-33 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2024-25 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-33 (Attachment A) approving the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and setting a date for the Public Hearing for the regular meeting scheduled on June 26, 2024 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The costs associated with the maintenance and operations of the landscaping for Natasha Lane will be funded with the Fiscal Year 2024-25 Annual Assessment District No. 2005-01 (Account No. 265-99-330-3560.10 / 6040.20, Grants, Engineering, Natasha Lane Landscape Revenue/Expenditures). There will be no impact to the General Fund as all revenue collected and associated expenditures are recorded in the appropriate account in Fund 265.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

Page 2 of 2

the property facing Whittier Boulevard and along the rear portion of the property. The City is responsible for the maintenance of landscaping in these areas.

The properties of this development benefiting from these improvements were assessed in FY 2023-24 and prior years. Continued assessment of the properties benefitting from these improvements is being proposed to offset the cost of maintenance and future replacement of related landscaping items. The attached Resolution (Attachment A) establishes approval of the Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 and provides notice of the required public hearing concerning the levy of the proposed assessments.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council consider the adoption of Resolution 24-33 approving the Engineer's Report for the FY 2024-25 Annual Natasha Lane Landscape Assessment District and setting the required Public Hearing on June 26, 2024 at 6:00 pm, in the City Council Chambers.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-33
2. Attachment B - DRAFT Engineer's Report, 05_22_2024
3. Attachment C - DRAFT Public Hearing Notice

NEXT STEPS:

N/A

RESOLUTION NO. 24-33

RESOLUTION OF THE CITY OF MONTEBELLO SETTING A PUBLIC HEARING ON THE PROPOSED LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR FISCAL YEAR 2024-2025 OF THE PROPERTIES LOCATED ALONG NATASHA LANE AND REVIEWING DRAFT ENGINEER'S ESTIMATE AND ANNUAL INCREASES IN THE AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") proposes to levy the annual assessment for the properties 1 to 20 located along Natasha Lane (see Exhibit "A"), for Landscape Maintenance District (hereinafter referred to as the District) pursuant to the provision of Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS, the City of Montebello's Engineering Division of the Department of Public Works has prepared the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, the Provisions of Division 15, Part 2, require a written report in accordance with Chapter 3 (commencing with Section 22620); and

WHEREAS, the City Engineering Division of the Department of Public Works has filed a preliminary report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Montebello as follows:

SECTION 1: That the above recitals are all true and correct and are hereby

incorporated herein.

SECTION 2. Findings. The City Council of the City of Montebello finds that:

- a) The foregoing recitals are true and correct;
- b) The Draft Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;
- c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance, irrigation and servicing of street trees and parkways, landscaping, and appurtenant improvements;
- d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and
- e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3: The City Engineer is hereby ordered to file with the City Council a preliminary report relating to the FY 2024-2025 levy of annual assessments for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

SECTION 4: Upon completion, said report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Streets and Highways Code.

SECTION 5. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 6. Improvements. The Improvements shall include the maintenance of the following:

- a) The maintenance of landscaping, including, but not limited to, street

trees;

- b) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, irrigation, planting, and electrical facilities;

SECTION 7. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 8. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 9. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Landscape District as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than four percent (4% based on March 12-month assessment), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 10. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 26, 2024, at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 11. Notice of Hearing. The City Clerk is hereby authorized and directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 12. For any and all information relating to the Procedures, protest procedures, documentation, and/or information of a procedure or technical nature, your

RESOLUTION NO. 24-33

Page 4 of 4

attention is directed to the office listed below as designated:

Cesar Roldan
Director of Public Works
City of Montebello

APPROVED AND ADOPTED THIS 22ND DAY OF MAY 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)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. 24-33 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 22nd day of May 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

EXHIBITS:

- Exhibit A – Boundary of Assessment District

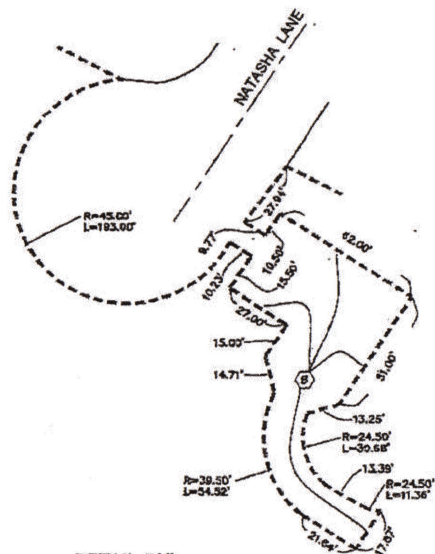
EXHIBIT "A"

LEGEND:

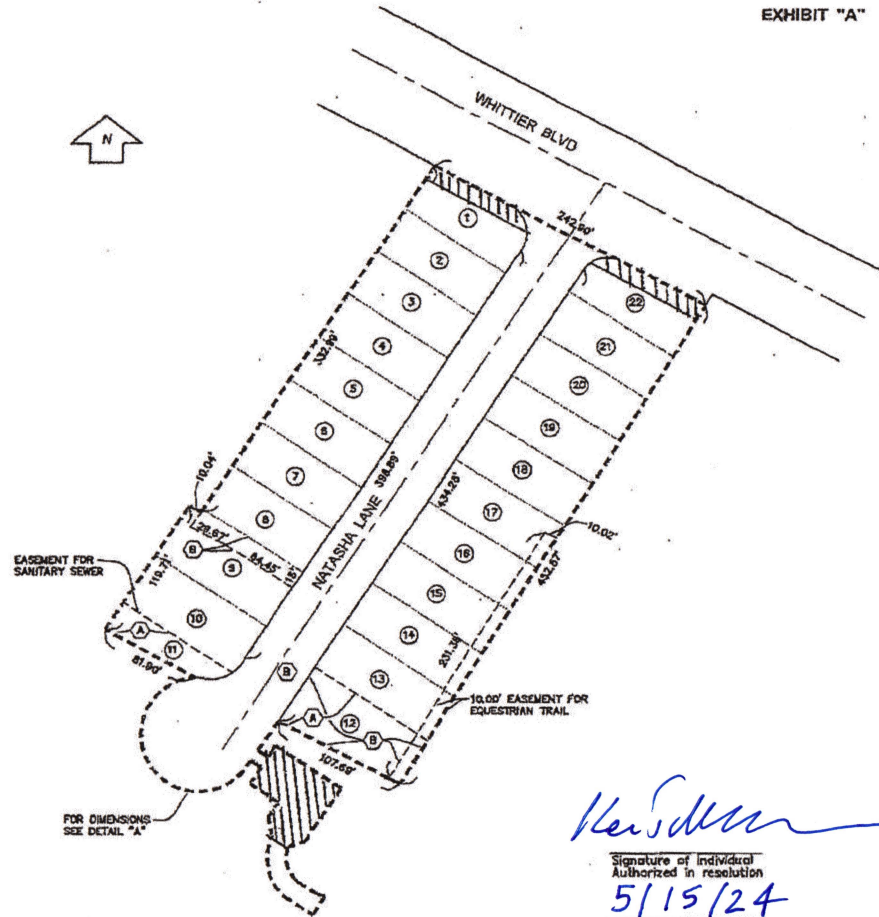
- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

 AREAS OF MAINTENANCE

 LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP

Ken Solman
Signature of Individual
Authorized in resolution
5/15/24
Date



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**For
FY 2024-2025**

Scarlet Peralta, Mayor

Salvador Melendez, Mayor Pro Tem

Angie Jimenez, Councilmember

Georgina Tamayo, Councilmember

David Torres, Councilmember

Engineer's Report
May 22, 2024

Prepared by the City of Montebello – Engineering Division

Cesar Roldan
Director of Public Works

**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2024-2025)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2024, through June 30, 2025.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above-mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly owned grounds. Dead plants, shrubs, trees, and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees, and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	2023-24	2024-25
FY 2024-2025 BEGINNING FUND BALANCE (ESTIMATED)	\$50,155	\$37,492
FY 2024-2025 PROJECTED REVENUE	\$1,200	\$1,200
TOTAL REVENUE AVAILABLE FOR FY 2024-2025	\$51,355	\$38,692
FY 2024-2025 PROJECTED EXPENDITURES		
Maintenance and Operation Expenses	\$15,556	\$15,556
Contractual Services		
Administrative Costs (Staff, Consultant and La County Fees)	\$4,800	\$4,800
TOTAL EXPENDITURES	\$20,356	\$20,356
PROJECTED BALANCE (JUNE 30, 2025)		
FY 2024-2025 Revenue Available	\$51,355	\$38,692
FY 2024-2025 Anticipated Expenditures	(\$20,356)	(\$20,356)
ASSESSMENT DISTRICT RESERVE FUND BALANCE (PROJECTED)	\$30,999	\$18,336

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane). In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has

been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 65.41
2	6348	6	18	41 LF	\$ 59.35
3	6348	6	19	41 LF	\$ 59.35
4	6348	6	20	41 LF	\$ 59.35
5	6348	6	21	41 LF	\$ 59.35
6	6348	6	22	41 LF	\$ 59.35
7	6348	6	23	41 LF	\$ 59.35
8	6348	6	24	41.70 LF	\$ 60.36
9	6348	6	25	52 LF	\$ 75.27
10	6348	6	26	45.27 LF	\$ 65.53
11	6348	6	29	40.60 LF	\$ 58.77
12	6348	6	30	40 LF	\$ 57.90
13	6348	6	31	40 LF	\$ 57.90
14	6348	6	32	40 LF	\$ 57.90
15	6348	6	33	40 LF	\$ 57.90
16	6348	6	34	40 LF	\$ 57.90
17	6348	6	35	40 LF	\$ 57.90
18	6348	6	36	40 LF	\$ 57.90
19	6348	6	37	40 LF	\$ 57.90
20	6348	6	38	38.24 LF	\$ 55.35
TOTAL:				829.00 LF	\$1,200.00

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-017	101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640

**NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

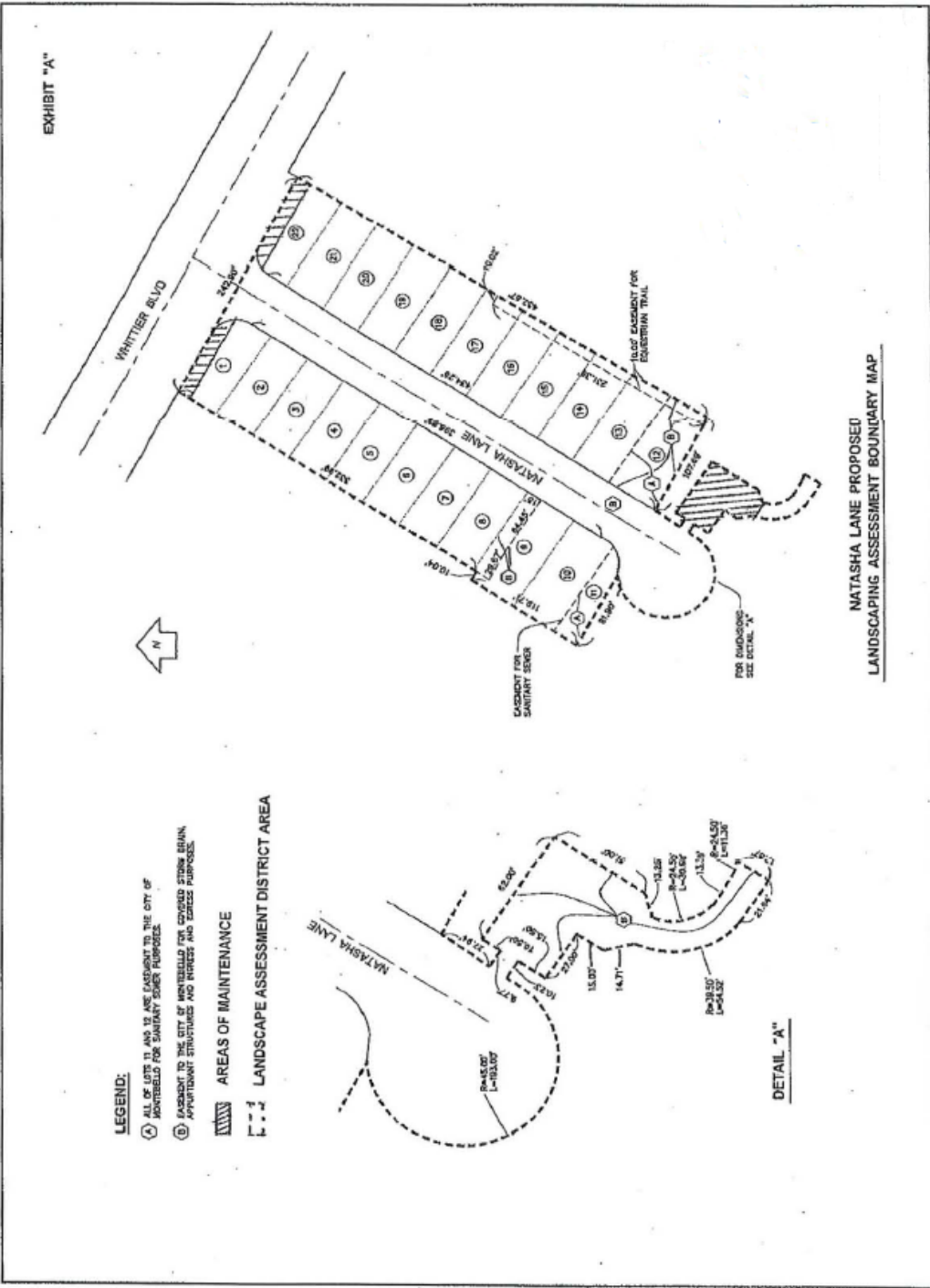
ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640

NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP





CITY OF MONTEBELLO PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the **Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 26, 2024, at 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

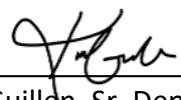
Levying the proposed assessments for the City's Natasha Lane Landscaping Assessment District 2005-1 for Fiscal Year 2024-25:

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along the frontage of the property facing Whittier Boulevard and at the end of the cul-de-sac. The City is responsible for the maintenance of landscaping in these areas. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On May 22, 2024, the City Council approved Resolution No. 24-33 initiating proceedings for the FY 2024-2025 levy of annual special assessment and residents were notified on [REDACTED], 2024.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for Public Hearings by attending the Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California on Wednesday, June 26, 2024, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday, June 26, 2024, at 3:00 p.m.** These comments will not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html>.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460.



Kimberly Guillen, Sr. Deputy City Clerk

Dated: May 22, 2024
Date published: May XX, 2024



ITEM # 11

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: **ADOPT RESOLUTION NO. 24-32 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2024-25 ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR THE PUBLIC HEARING**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Adopt Resolution No. 24-32 (Attachment A) approving the Fiscal Year 2024-25 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and setting a date for the Public Hearing for the regular meeting scheduled on June 26, 2024 at 6:00 pm;
2. Review the draft engineer's report and comment prior to acceptance; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The operation and maintenance costs for the sewer and storm drain facilities servicing the Natasha Lane development will be funded through the Fiscal Year 2024-25 annual assessment. Over the past two fiscal years, significant repair expenses were incurred due to the failure of critical infrastructure, including the stormwater pump lift station and the sewer lift station; both operating well beyond their expected lifespans (e.g., first installed in 2005). These expenses, combined with the absence of adequate provisions in previous assessments, have led to a deficit of \$184,137 in the sewer and storm water assessment account.

To address this challenge, a comprehensive three-pronged approach is proposed, aiming to eliminate the deficit over a 10-year term, allocating funds for routine, annual

maintenance, and establishing a capital reserve for future large-scale projects. This proactive strategy demonstrates the commitment of staff to effectively manage the financial affairs of the assessment district while preparing for future needs.

Staff proposes a three-pronged approach to resolve the deficit and ensure the financial stability of this specific assessment:

1. **Deficit Elimination Over 10-Year Term:** Spread the deficit elimination over a 10-year period, allowing for manageable payments that alleviate the immediate financial burden on residents.
2. **Allocation for Regular Maintenance:** Continue to incorporate provisions for regular maintenance costs into future assessments to prevent the accumulation of deficits due to unforeseen expenses.
3. **Establishment of Capital Reserve Fund:** Initiate a capital reserve fund by depositing \$10,000 annually, providing a dedicated source of funding for future large-scale projects and mitigating the need for as-needed repairs.

In addressing the outstanding deficit within the Special Assessment District, the proposed three-pronged approach underscores the commitment of staff to promote effective financial management and proactive planning. Spreading the deficit over a manageable timeframe, allocating funds for regular maintenance, and establishing a capital reserve, will help safeguard the long-term financial health of the district while anticipating and addressing future needs. The FY 2024-25 budget will include appropriations for both revenue received and associated expenditures required to maintain the sewer and storm drain in the district.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit housing development completed in 2005 near the intersection of Whittier Boulevard and Bluff Road. Due to the topography, the development included construction of sewer and storm drain pump stations. The City is responsible for the maintenance and operation of the pump stations and appurtenant facilities.

The properties benefiting from these improvements were assessed in Fiscal Year 2023-24. Continued assessment of the properties benefiting from these improvements is being proposed to offset the cost of maintenance and operation for FY 2024-25, including establishment of a capital reserve to ensure funds are available for future capital repairs. The boundary of the assessment district is shown in Exhibit "A" attached to the Resolution (Attachment A).

The attached resolution (Attachment A) establishes the City Council's intention to levy the assessment and requests the review of the draft engineer's report for the assessment district. The approval of the resolution initiates the assessment proceedings. This notice of intent to set the Public Hearing date and time will allow residents the opportunity to comment on the engineer's report and ultimately lead to approving the recommended

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

Page 3 of 3

assessments. Upon approval, staff will work with the County of Los Angeles to transmit the requisite documentation to place the assessment on the property owner's annual property tax bill.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will consider approval of a resolution establishing the City's intention to levy an assessment for the operation and maintenance of the sewer and storm drain pump stations installed as part of the Natasha Lane housing development and requests the preliminary review and comments of the draft engineer's report for the assessment district. Continued assessment of the properties benefiting from these improvements is necessary to offset the cost of maintenance, operation, and replacement.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-32
2. Attachment B - DRAFT Engineer's Report
3. Attachment C - DRAFT Public Hearing Notice

NEXT STEPS:

N/A

RESOLUTION NO. 24-32

RESOLUTION OF THE CITY OF MONTEBELLO SETTING A PUBLIC HEARING ON THE PROPOSED LEVY OF ANNUAL ASSESSMENTS FOR SEWER PUMP STATION AND STORM DRAIN PUMP STATION OPERATION, MAINTENANCE, AND CAPITAL RESERVE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND REVIEWING DRAFT ENGINEER'S ESTIMATE AND ANNUAL INCREASES IN THE AMOUNTS THEREOF AND PROVIDING FOR ELECTION THEREON

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") proposes to levy the annual assessment for the properties 1 to 20 located along Natasha Lane (see Exhibit "A"), for the Sewer Pump Station and Storm Water Pump Station Operation and Maintenance District (hereinafter referred to as the District) pursuant to the provision of Division 15, Part 2, of the Streets and Highways Code of the State of California; and

WHEREAS the City of Montebello's Engineering Division of the Department of Public Works has prepared the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station District No. 2005-02 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, the Provisions of Division 15, Part 2, require a written report in accordance with Chapter 3 (commencing with Section 22620).

WHEREAS the City Engineering Division of the Department of Public Works has filed a preliminary report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, it is necessary that the City Council adopt a resolution of intention pursuant to Section 22587 of the Streets and Highways Code to, among other things, fix and give notice of the time and place of a public hearing on the formation of the proposed District and levy of assessments.

NOW, THEREFORE, BE IT RESOLVED, determined, and ordered by the City Council of the City of Montebello as follows:

SECTION 1: That the above recitals are all true and correct and are hereby incorporated herein.

SECTION 2. Findings. The City Council of the City of Montebello finds that:

- a) The foregoing recitals are true and correct;
- b) The Draft Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may, therefore, be approved by the City Council;
- c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;
- d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, and servicing of the Sewer Pump, Stormwater Pump Station, and appurtenant improvements; and
- e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3: The City Engineer is hereby ordered to file with the City Council a preliminary report relating to the FY 2024-2025 levy of annual assessments for said District in accordance with the provisions of Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California.

SECTION 4: Upon completion, said report shall be filed with the City Clerk who shall then submit the same to this City Council for its consideration pursuant to Section 22623 of said Streets and Highways Code.

SECTION 5. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 6. Improvements. The Improvements shall include the maintenance of

the following:

- a) The maintenance of sewer and storm water pump stations and appurtenant improvements;
- a) The installation of construction of any facilities which are appurtenant to any improvements listed in (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, pump equipment, piping, hoists and electrical facilities

SECTION 7. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 8. Report and Assessments. The Report, which is on file with the City Clerk of the City Council, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 9. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than four percent (4%, based on March 12-month assessment), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 10. Hearing. The time and place of the public hearing required by Section 22587 through 22594 of the Streets and Highways Code concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 26, 2024 at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 11. Notice of Hearing. The City Clerk is hereby authorized and

RESOLUTION NO. 24-32

Page 4 of 5

directed to publish a copy of this Resolution in a newspaper of general circulation in said City. Said Publication shall be not less than ten (10) days before the date of said public hearing.

SECTION 11. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

Cesar Roldan
Director of Public Works
City of Montebello

APPROVED AND ADOPTED THIS 22ND DAY OF MAY 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)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. 24-32 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 22nd day of May 2024 and that said Resolution was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

RESOLUTION NO. 24-32

Page 5 of 5

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: _____

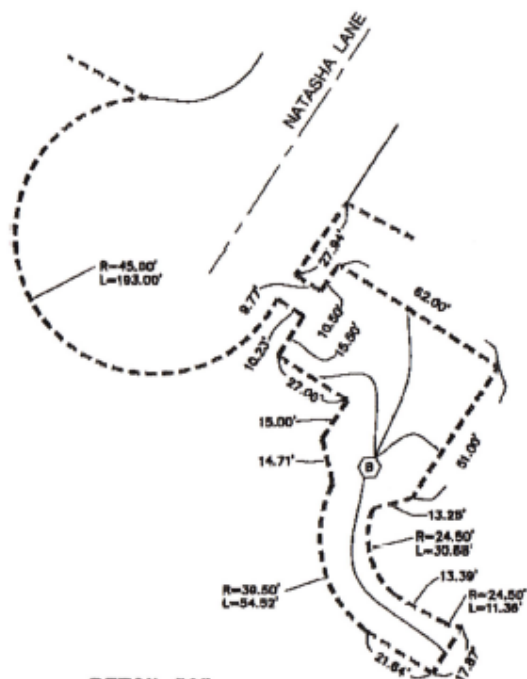
Christopher Jimenez, City Clerk**EXHIBITS:**

- Exhibit A – Boundary of Assessment District

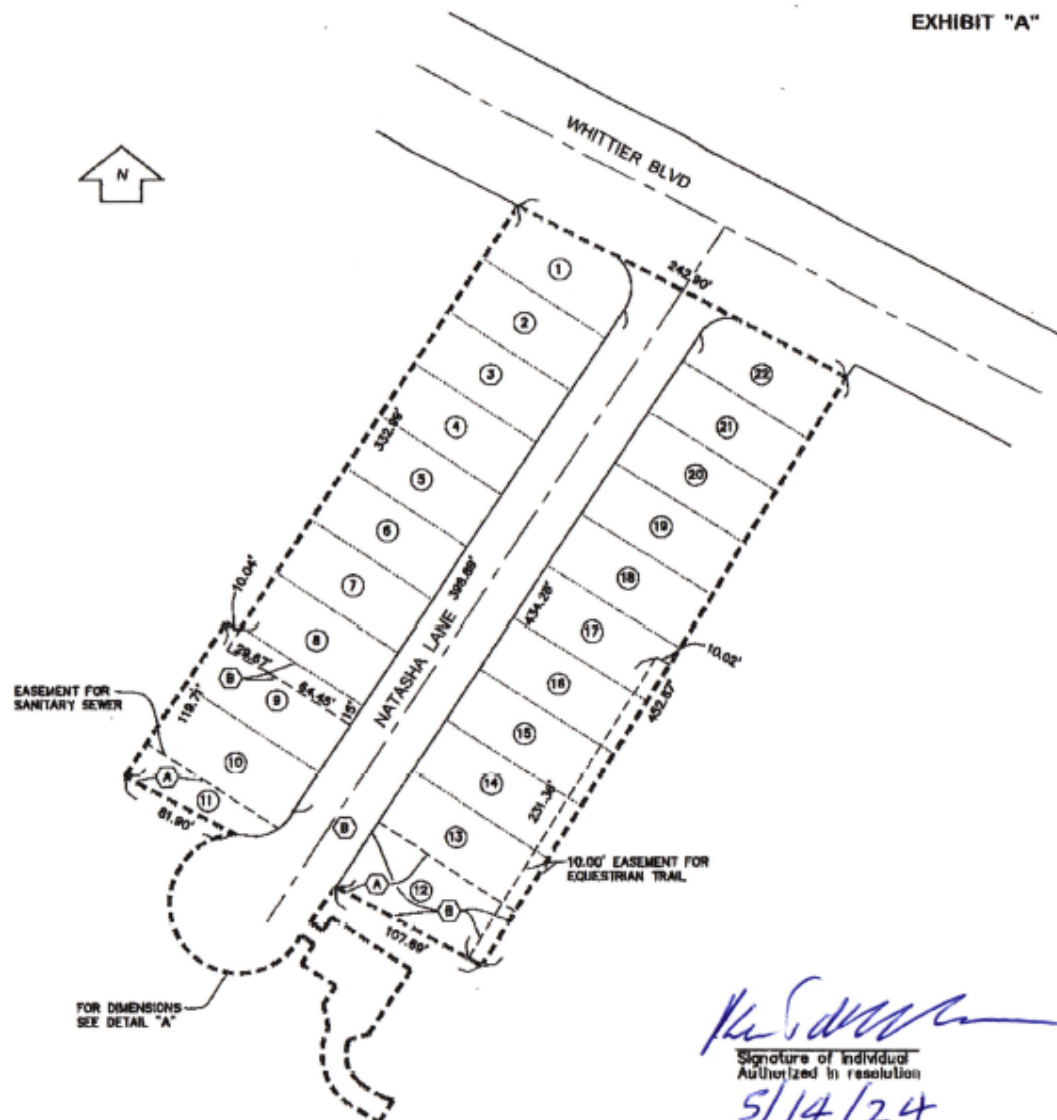
LEGEND:

- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

[- -] BOUNDARY OF ASSESSMENT DISTRICT



DETAIL "A"



NATASHA LANE PROPOSED
SEWER AND STORM DRAIN
PUMP STATION ASSESSMENT BOUNDARY MAP

Signature of individual
Authorized in resolution
5/14/24
Date



**CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

**For
FY 2024-2025**

Scarlet Peralta, Mayor

Salvador Melendez, Mayor Pro Tem

Angie Jimenez, Councilmember

Georgina Tamayo, Councilmember

David Torres, Councilmember

Engineer's Report
May 22, 2024

Prepared by the City of Montebello – Engineering Division

Cesar Roldan
Director of Public Works
CITY OF MONTEBELLO

**ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2024-2025)**

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2024, through June 30, 2025.

SECTION II: PLANS

The Plans showing the locations of the sewer and storm water pump stations are illustrated herein as Exhibit A.

All of the above-mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to always keep the systems in good working condition. The installation or construction of any facilities, parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	2023-24 ACTUAL	24-25 PROJECTED
BEGINNING FUND BALANCE	(\$110,766.32)	(\$184,137.34)
Current Outstanding Deficit		
REVENUE	\$17,696	\$49,333.73
10-Year Plan to Reduce Outstanding Deficit	\$0	\$18,413.73
Maintenance and Operation Expenses (Estimated)	\$12,896	\$16,120
Administrative Costs (Staff, Consultant and La County Fees)	\$4,800	\$4,800
Future Capital Reserve	\$0	\$10,000
EXPENDITURES (ESTIMATED)	\$73,371.02	\$20,920
Maintenance and Operation Expenses		\$16,120
Contractual Services		
Administrative Costs (Staff, Consultant and La County Fees)		\$4,800
BALANCE (END OF FISCAL YEAR)		

Revenue Available	(\$5,422)	(\$134,803.61)
Anticipated Expenditures	(\$17,696)	(\$20,920)
ASSESSMENT DISTRICT RESERVE FUND BALANCE	(184,137.34)	(\$155,723.61)

SECTION V: DIAGRAM

A Diagram showing the Assessor's parcel number and the dimensions of each lot or parcel of land within the District is on file in the Office of the City Clerk.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property (which benefits from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane). In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$2,689.25
2	6348	6	18	41 LF	\$2,439.91
3	6348	6	19	41 LF	\$2,439.91
4	6348	6	20	41 LF	\$2,439.91
5	6348	6	21	41 LF	\$2,439.91
6	6348	6	22	41 LF	\$2,439.91
7	6348	6	23	41 LF	\$2,439.91
8	6348	6	24	41.70 LF	\$2,481.56
9	6348	6	25	52 LF	\$3,094.52
10	6348	6	26	45.27 LF	\$2,694.01
11	6348	6	29	40.60 LF	\$2,416.10
12	6348	6	30	40 LF	\$2,380.40
13	6348	6	31	40 LF	\$2,380.40
14	6348	6	32	40 LF	\$2,380.40
15	6348	6	33	40 LF	\$2,380.40
16	6348	6	34	40 LF	\$2,380.40
17	6348	6	35	40 LF	\$2,380.40
18	6348	6	36	40 LF	\$2,380.40
19	6348	6	37	40 LF	\$2,380.40
20	6348	6	38	38.24 LF	\$2,275.66
TOTAL:				829.00 LF	\$49,333.73

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-017	101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640

**NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2**

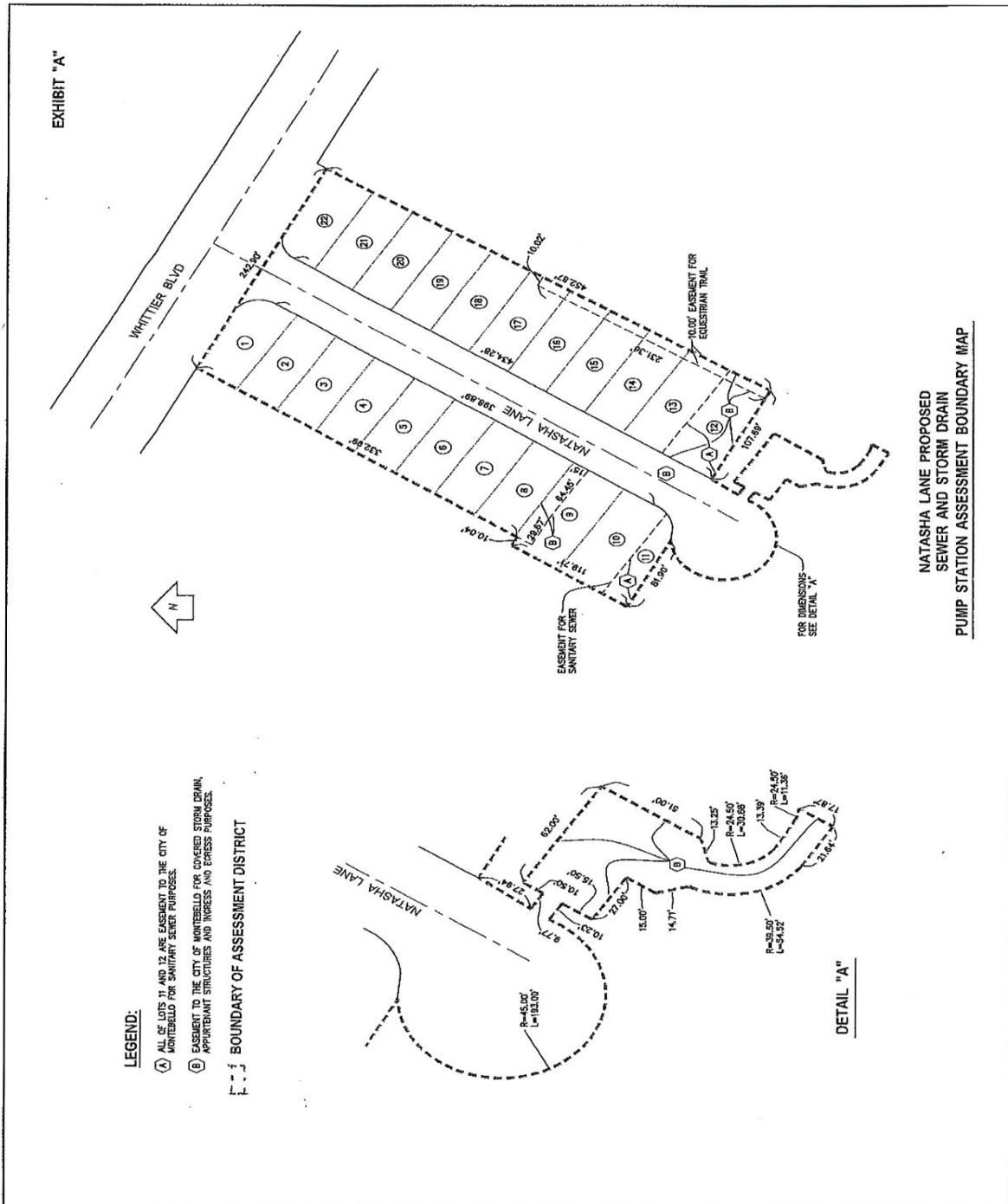
ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2

EXHIBIT "A"

BOUNDARY MAP





CITY OF MONTEBELLO PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the **Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California, on Wednesday, June 26, 2023, at 6:00 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

Levying the proposed assessments for the City's Natasha Lane Sewer and Storm Water Pump Station Assessment District 2005-2 for Fiscal Year 2024-25:

Natasha Lane is a twenty-unit single family housing development, located south of Whittier Boulevard and east of Bluff Road. As part of the development, sewer and storm systems, including pump stations for both systems, were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the L.A. County Tax Roll annually. On June May 22, 2024, the City Council approved Resolution No. 24-32 initiating proceedings for the FY 2024-2025 levy of the annual special assessment and residents were notified on [REDACTED], 2024.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for Public Hearings by attending the Council Chambers located at Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California on Wednesday, June 26, 2024, at 6:00 p.m. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday, June 26, 2024, at 3:00 p.m.** These comments will not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the public hearing.

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460:

Kimberly Guillen, Sr. Deputy City Clerk

Dated: May 22, 2024
Date published: May XX, 2024



ITEM # 12

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director

SUBJECT: APPROVE LETTER OF ENGAGEMENT TO MASTER RETAINER AGREEMENT NO. 4000 WITH KOA FOR ENGINEERING SERVICES FOR THE PLAZA DRIVE PAVEMENT REHABILITATION PROJECT

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve a Letter of Engagement to Master Retainer Agreement No. 4000 between the City of Montebello and KOA for Engineering Services for the Plaza Drive Pavement Rehabilitation Project for a not-to-exceed amount of \$109,782; and
2. Amend the Fiscal Year 2023-24 budget by increasing appropriations by \$109,782 in Account No. 215-30-330-6040.96 (Proposition C, Public Works, Engineering, Contract Services Engineering Design Service); and
3. Authorize the City Manager to execute the Letter of Engagement on behalf of the City; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

KOA Corporation (KOA) executed Master Retainer Agreement No. 4000 with the City, whereby the total aggregate sum of all engagement letters executed under the agreement shall not exceed \$2.0 million. The City solicited a cost proposal from KOA for a pavement rehabilitation project for Plaza Drive in a not to exceed the amount of \$109,782. The recommended action includes amending the Fiscal Year 2023-24 budget by increasing appropriations by \$109,782 in Account No. in 215-30-330-6040.96 (Proposition C, Public Works, Engineering, Contract Services Engineering Design Service).

BACKGROUND/DISCUSSION:

On February 13, 2023, the City Council authorized execution of the Exchange Agreement and Assignment of Federal Surface Transportation Program-Local and Highway Infrastructure Programs Funds. This agreement is mandated by the Los Angeles County Metropolitan Transportation Authority (Metro) for the designation of proposed projects. The proposed project entails the resurfacing of Plaza Drive between Montebello Boulevard and San Gabriel Boulevard, leveraging Proposition C Metro Local Return Funds. Plaza Drive requires rehabilitation due to its severe deterioration and critical role as a primary ingress and egress route for the Montebello Town Center and various bus routes.

The Plaza Drive Pavement Rehabilitation project aims to enhance transportation infrastructure, assess ADA compliance, and explore the feasibility of incorporating two bike lane alternatives. These efforts seek to improve the quality and safety of Plaza Drive for residents and commuters. The project objectives include improving traffic flow and safety, enhancing accessibility and ADA compliance, assessing the feasibility of bike lane alternatives, and supporting local businesses and community development initiatives.

Project management activities will encompass various responsibilities essential for project success, including conducting kick-off meetings with City officials to review project deliverables and requirements, attending design meetings at critical stages, and maintaining regular communication with the City's Project Manager. Additionally, maintaining an updated project schedule and coordinating with stakeholders are prioritized to ensure project success.

The preliminary engineering phase entails several crucial tasks to gather essential information and conduct assessments. These tasks include records research to obtain relevant documentation and drawings, utility research, notifications, and mapping efforts to gather information on infrastructure, topographic survey to assess ground conditions, traffic index calculations to understand traffic patterns, and geotechnical engineering activities to evaluate pavement conditions and soil properties through visual assessments and core sampling.

The following is the proposed timeline for critical progress submittals:

TASKS	TIMELINE
60% SUBMITTAL	OCTOBER 2024
90% SUBMITTAL	DECEMBER 2024
100% SUBMITTAL	JANUARY 2025
TENTATIVE CONSTRUCTION SUPPORT	JANUARY-FEBRUARY 2025

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Upon approval of the recommended actions, staff will coordinate with KOA to commence and complete the task order. In addition, the recommended action will amend the FY 2023-24 budget by increasing appropriations by \$109,782 in Account No. 215-30-330-6040.96 (Proposition C, Public Works, Engineering, Contract Services Engineering Design Service).

ATTACHMENT(S)

1. Attachment A - Letter of Engagement

NEXT STEPS:

N/A

Date: 05/22/2024

**ENGAGEMENT LETTER
FOR
CONSULTANT SERVICES**

**PROJECT/SERVICES: ENGINEERING SERVICES FOR PLAZA DRIVE PAVEMENT
REHABILITATION PROJECT**
MASTER RETAINER AGREEMENT NO. 4000
TASK NO. 08

The purpose of this Engagement Letter is to allow the City of Montebello (the “City”) to engage KOA Corporation (the “Consultant”) to provide Engineering Services for Plaza Drive Pavement Rehabilitation Project (the “Services” or “Project”) pursuant to those terms and conditions outlined in the draft Master Retainer Agreement (Agreement No. 4000) approved by the City Council on June 22, 2022, in the manner set forth in Exhibit A, “Scope of Services” of this Engagement Letter.

The Administrative Order on Consent is shown in Exhibit A. The Scope of Services to be completed pursuant to this Engagement Letter is set forth in Exhibit A, attached hereto. The cost for performing the services under this Engagement Letter shall be billed hourly for a total not-to-exceed fee of One Hundred and Fifteen Thousand, Three Hundred and Nineteen Dollars and Zero Cents (\$109,781.80), without prior written approval by the City. The charges and hourly rates shall not exceed those stated and in effect when the draft Master Retainer Agreement was approved on June 22, 2022, and as stated in the fee schedule attached hereto as Exhibit A.

Consultant acknowledges and agrees that the personnel assigned to this Project, as set forth in Exhibit A shall not be substituted unless prior written authorization is given by the City’s Director of Public Works (the “Director”). Pursuant to Government Code 87300, *et seq.*, Consultant has provided (for submittal to the City Clerk), a California Fair Political Practices Commission Statement of Economic Interest- Form 700 for each of each of its staff assigned to the Project.

By signing and returning this Engagement Letter, the authorized agent of the Consultant agrees to the provisions stated herein. The engagement of the Consultant for the services stated herein shall occur upon the execution of this letter by the Consultant and the Director pending issuance of a “Notice to Proceed.”



THE CITY OF MONTEBELLO
(the “City”)

By: _____
Raul Alvarez, City Manager

KOA
(the “Consultant”)

By: _____
Giuseppi Canzonieri, P.E.

ATTACHMENTS:

1. Exhibit A – Scope of Services and Fee Schedule

May 9, 2024

Cesar Roldan
City of Montebello
1600 W Beverly Boulevard
Montebello, CA 90640

Subject: Engineering Services Proposal for Plaza Drive Pavement Rehabilitation Project

Dear Cesar:

Thank you for requesting KOA Corporation (KOA) to provide this proposal for the Plaza Drive Pavement Rehabilitation Project in the City of Montebello. The engineering services proposed for this project includes preparing street improvement plans, signing & striping plans, specifications and cost estimates. The scope of work is provided below for review by the City of Montebello, followed by a fee estimate. Let us know if you have any questions or comments regarding this letter proposal.

SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Our Project Management services will include, but not be limited to:

- Provide and perform all regular and customary project management services needed to facilitate the successful design, construction and completion of the project.
- Attend a kick-off meeting with the City Project Manager and key staff to review the project deliverables and the City's requirements.
- Attend up to three project design meetings with City staff at the 60%, 90%, and 100% design stages.
- Maintain communication with the City's Project Manager throughout the duration of the project including design package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintain the project schedule, update it regularly to reflect any significant changes in the project and keep the City informed of these changes.
- Coordinate with the City of Project Manager to resolve project related issues in a timely manner. Potential complex issues will be brought to the attention of the City's Project Manager as soon as possible.
- Project design review.

Task 1 Deliverables:

- Work Plan
- Schedule
- Agenda and minutes for each meeting

TASK 2 – PRELIMINARY ENGINEERING

RECORDS RESEARCH

KOA will work with the City to obtain record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, centerline ties, corner records, as-built plans, utility plans, etc. We will send our request for record drawings and documents through the City's Project Manager.

UTILITY RESEARCH, NOTIFICATIONS, AND MAPPING

KOA will obtain a list from the City of utility companies known to own and operate facilities in the City of Montebello. KOA will send an email with our standard utility response form, and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information, and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on City letterhead. We will coordinate these situations, if needed, with the City's Project Manager. KOA will provide the City's Project Manager with a utility response list and maps/data received when all utility companies have responded. KOA will compile all as-builts received from the utility agencies and develop a utility base map that will be referenced into the project plans.

TOPOGRAPHIC SURVEY

KDM Meridian, Inc. (KDM) will provide a design level topographic ground survey (including centerline and right-of-way) at the intersection of Plaza Drive and Montebello Boulevard for the proposed curb ramp design. Ground survey will be performed at each corner of the intersection, extend 20' beyond the BCR and ECR, and extend from the right-of-way to approximately 5' beyond the edge of gutter. KDM will also provide centerline and right-of-way research and mapping along Plaza Drive between Montebello Boulevard and San Gabriel Boulevard.

TRAFFIC INDEX CALCULATION

KOA will calculate the traffic index using the Caltrans HDM calculation method. The traffic index will be calculated based on 20-year growth. We will subcontract to a data collection vendor to perform a 24-hour classification count at one location along Plaza Drive.

GEOTECHNICAL ENGINEERING

Twining, Inc. will provide geotechnical engineering services for the project. Twining's scope includes the following:

PERFORM VISUAL PAVEMENT SURFACE CONDITION ASSESSMENT

A visual condition assessment will be performed to aid in the selection of exploratory coring locations within the project limit and also identify the approximate dig-out locations.

PERFORM AND COORDINATE PAVEMENT TESTING AND SAMPLING

In order to determine the structural thickness of the adjacent pavement, Twining will perform coring on the pavement section as well as on the side of the road. We will notify Underground Service Alert (USA) of the proposed subsurface exploration locations at least 72 hours prior to exploration so that conflicts between the proposed locations and underground utilities can be identified. Twining has assumed that the City will provide as-built utility plans for the areas proposed for exploration and perform a field review of our locations.

Twining will perform a minimum of 4 cores to measure the thickness of the pavement layers and identify the type of the existing soil on the side of the road. Also, they will obtain subgrade soil sample on 2 core locations for further laboratory testing. They anticipate performing all cores in one 8-hour shift. Coring will be conducted in accordance with the ASTM 5361M-14 standard.

The existing pavement will be explored using an electric-powered core drill and 6- or 8-inch core drill bits. They will hand excavate to a depth of approximately 3 feet below top of the exposed surface at selected locations to obtain samples existing of subgrade materials which will support the new pavement sections. The thickness of existing asphalt concrete

pavement, thickness and type of base, and depth to subgrade will also be recorded. The coring will be performed under the observation of field engineer or geologist, who will log the subsurface conditions encountered and will obtain bulk samples for laboratory observation and testing.

PERFORM LABORATORY TESTING

Samples obtained from the exploratory borings will be transported to our Long Beach laboratory for visual classification and testing. Laboratory tests will be performed by Twining on selected samples obtained from the borings to aid in the classification and to evaluate the engineering properties of the subgrade soils, as follows.

- R-value;
- In-place density and moisture;
- Maximum density and optimum moisture;
- Atterberg limits / Plasticity index; and
- #200 wash for soil classification.

The exact quantities and types of tests will depend on the material types encountered during their subsurface exploration. The quantities proposed here are based on our experience with similar-sizes past projects.

PAVEMENT OVERLAY STRUCTURAL THICKNESS DESIGN

The results of Twining's field exploration and lab testing will be evaluated and engineering analysis will be performed in order to provide recommendations for the design and construction of the proposed pavement section. Pavement structural thickness design will be performed following the latest California Highway Design Manual.

PREPARE PAVEMENT EVALUATION / OVERLAY THICKNESS RECOMMENDATIONS REPORT

A report will be prepared to summarize the data collected and present our conclusions, and recommendations for design and construction of the proposed project. The report will include the following:

- Site location map;
- Project information;
- Photographs of the existing pavement;
- Coring location map and structural thickness;
- Geotechnical laboratory test results; and
- Pavement structural design recommendations including but not limited to the following options:
 - Asphalt Concrete Overlay,
 - Full depth Asphalt Concrete,
 - Asphalt Concrete over crushed aggregate base
 - Asphalt concrete over stabilized subgrade soil

The final report will be signed and stamped by a California Registered Geotechnical Engineer.

FIELD REVIEW / SITE EVALUATION

Upon receipt of any available as-built records from the City, we will visit the project site to verify and document existing conditions. We will investigate and verify existing roadway geometry, utility manholes/valves, signing and striping, traffic signals, detector loops, power poles, cabinets, fire hydrants, etc. KOA will send a team of experienced and knowledgeable civil engineers to the project site to fully evaluate the existing pavement conditions and identify any asphalt, curb, gutter, or sidewalk that is damaged and in need of replacement.

KOA will also develop a .kmz file in Google Earth with geo-coded field photos. This tool will assist the City in seeing photos of areas that we recommend AC dig outs, curb & gutter replacement, sidewalk replacement, etc.



ADA COMPLIANCE ASSESSMENT

KOA will perform an ADA compliance assessment of the four (4) existing curb ramps at the intersection of Plaza Drive and Montebello Boulevard. Our engineers will verify existing dimensions/grades with a smart level and measuring tape. We will document our findings and inform the City of all deficiencies. In addition to the curb ramps, we will assess the ADA accessibility around the street light poles along the project corridor.

BASE PLAN PREPARATION

Upon completion of our field review we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, right-of-way, curb ramps, driveways, pavement delineations, markings, roadside signs, traffic signal equipment, pull boxes, conduit, utility manholes/valves, and all other information that was documented during our field review. We believe putting extra time and effort into the preparation of accurate base plans is a critical step because they will serve as the foundation of our design. This will eliminate the need to revisit the base plan to make changes, which can result in delays of our deliverables and the project schedule.

CONCEPTUAL DESIGN PLANS

KOA will prepare conceptual plans to assess the feasibility of two bike lane alternatives: 1) Class II bike lanes (north and south directions) and 2) Class II bike lane (north direction) and Class III bike facility (south direction). No revisions will be provided to the conceptual design. Any City comments will be addressed on the 60% design plans.

Task 2 Deliverables:

- Utility as-built records and agency response list.
- Topographic survey.
- TI Calculations.
- Geotechnical report.
- Field notes and site photos.
- ADA compliance assessment.
- Base plans.
- Conceptual design plans.

TASK 3 – FINAL DESIGN

After the completion of our field review and base plans, we will move forward in preparing the 60% submittal package. Submittals will be made to the City at the 60%, 90%, and 100% stages. The submittal package will include:

Description	No. of Sheets
Title Sheet	1
General & Construction Notes & Details	1
Street Improvement Plans (20-scale plan w/ 5-scale curb ramp details)	3
Signing & Striping Plans (40-scale)	1
TOTAL	6

STREET IMPROVEMENTS

KOA will prepare street improvement plans to accommodate the pavement rehabilitation along Plaza Drive between Montebello Boulevard and San Gabriel Boulevard. Our plans will be prepared to show existing roadway improvements, right-of-way, centerline, utility manholes/valves/boxes, underground utilities, proposed resurfacing areas, proposed areas requiring full removal and replacement, curb ramp replacement (see project understanding for locations), curb, gutter and sidewalk replacement, and typical roadway cross sections.

The street improvement plans for pavement rehabilitation will be prepared at 1"=20' scale (or 1"=40' scale if preferred by the City) and contain a detailed horizontal layout, construction notes, and applicable construction details.

Curb ramp design details will be prepared at 1"=5' scale and will contain a detailed horizontal layout, elevations and grades, and construction notes. **Note: Only the southeast and southwest corner curb ramps are included in the scope of work. The northeast and northwest corner curb ramps are in the City of Rosemead and are excluded from our scope.**

Note: Sidewalk widening and wall design around existing street light poles along the corridor is excluded from the scope of work.

SIGNING AND STRIPING

KOA will prepare signing and striping plans along Plaza Drive between Montebello Boulevard and San Gabriel Boulevard. Signing and striping plans will be prepared at a scale of 1"=40' and will show centerlines, existing/proposed street improvements, existing/proposed pavement delineations, pavement markings and roadside signs.

Note: Traffic signal loop restoration for the south leg of Plaza Drive/Montebello Boulevard will be shown on the signing and striping plan.

SPECIFICATIONS

KOA will prepare the technical specifications using the City boilerplate and the Standard Specifications for Public Works Construction (SSPWC) and Caltrans Standard Specifications.

COST ESTIMATES

KOA will prepare and submit a cost estimate with each plan submittal to the Client. KOA will apply market construction costs for each bid item to the quantities measured using a combination of available sources including Caltrans published data, recent bid prices from other local projects, and any other data provided for our use. We will update the cost estimates based on the refinement of the quantities throughout the project.

Task 3 Deliverables:

- 60%, 90%, & 100% plans and cost estimate submittals.
- 90% & 100% specifications submittals.

TASK 4 – CONSTRUCTION SUPPORT

KOA will provide construction support services following the submittal of the final plans, specifications, and cost estimates. Our services include:

- Attendance at pre-bid meeting, responding to bidders' questions, and preparing addenda as necessary.
- Attendance at pre-construction meeting, job-site meetings, and field visits during construction.
- Review of shop drawings, submittals, and change orders.
- Response to Requests for Information (RFI).
- Minor design changes during construction.

Note: Budget is limited to what is shown in the fee schedule.

RECORD DRAWINGS

After construction has been completed, KOA will prepare record drawings based on redlines provided by the Contractor and/or the Client's Construction Manager. As-builts will be submitted on mylars as requested by the Client. Field verification of proposed improvements is excluded from our scope of work.

Task 4 Deliverables:

- RFI & submittal log matrix and responses.
- Applicable design revisions.
- Record drawings.

ITEMS TO BE PROVIDED BY CITY

We have assumed the City will be providing the following to KOA:

- All applicable as-builts including, but not limited to street improvements, signing & striping, traffic signal, street lighting, utilities (storm drain, sewer, water, gas, etc.), etc.
- Plans and relevant information for the Metro Heights development project.
- Boilerplate specifications.

ASSUMPTION AND EXCLUSIONS

We have made the following assumptions in the preparation of this proposal:

- Proposed curb ramps will not require relocation of traffic signal poles or installation of additional traffic signal equipment.
- All meetings are assumed to be virtual.

FEE ESTIMATE

KOA will perform the work specified in the scope above based on the time and materials fee not to exceed **\$109,781.80** as shown below:

 A LOCHNER COMPANY	KOA							SUB-CONSULTANTS		TEAM TOTAL
	Principal II	PM / Senior Associate Engineer I	Associate Engineer	Admin Assistant II	Total Hours	Other Direct Costs	KOA TOTAL	KDM	TWINING	
								Survey	Geotech	
DELIVERABLES										
Hourly Rates (Fully Burdened)	\$336.00	\$160.00	\$147.00	\$108.00						
BASE SERVICES										
TASK 1: PROJECT MANAGEMENT										
Kick-off Meeting	1	2			3		\$656.00			\$656.00
Design Submittal Meetings (3)	3	6			9		\$1,968.00			\$1,968.00
General Project Management	8	24		8	40		\$7,392.00			\$7,392.00
SUBTOTAL	12	32		8	52		\$10,016.00			\$10,016.00
TASK 2: PRELIMINARY ENGINEERING										
Records Research			4		4		\$588.00			\$588.00
Utility Research, Notifications, and Mapping		2	20		22		\$3,260.00			\$3,260.00
Topographic Survey	1	2			3		\$656.00	\$7,000.00		\$7,656.00
Traffic Index Calculation	2	12			14	\$1,500.00	\$4,092.00			\$4,092.00
Geotechnical Engineering	1	2			3		\$656.00		\$11,597.80	\$12,253.80
Field Review / Site Evaluation	4	6	6		16	\$25.00	\$3,211.00			\$3,211.00
ADA Compliance Assessment	1	4			5		\$976.00			\$976.00
Base Preparation		4	16		20		\$2,992.00			\$2,992.00
Conceptual Design Plans	2	2	16		20		\$3,344.00			\$3,344.00
SUBTOTAL	11	34	62		107	\$1,525.00	\$19,775.00	\$7,000.00	\$11,597.80	\$38,372.80
TASK 3: FINAL DESIGN										
60% Submittal										
Design Plans	9	39	68		116		\$20,798.00			\$20,798.00
Cost Estimates	1	2	6		9		\$1,538.00			\$1,538.00
90% Submittal										
Design Plans	8	20	40		68		\$11,768.00			\$11,768.00
Specifications	4	24			28		\$5,184.00			\$5,184.00
Cost Estimates	1	1	2		4		\$790.00			\$790.00
100% Submittal										
Design Plans	4	8	24		36		\$6,152.00			\$6,152.00
Specifications	2	12			14		\$2,592.00			\$2,592.00
Cost Estimates	1	1	1		3		\$643.00			\$643.00
SUBTOTAL	30	107	141		278		\$49,465.00			\$49,465.00
TASK 4: CONSTRUCTION SUPPORT SERVICES										
Construction Support Services	4	40	16		60		\$10,096.00			\$10,096.00
Record Drawings	1	2	8		11		\$1,832.00			\$1,832.00
SUBTOTAL	5	42	24		71		\$11,928.00			\$11,928.00
TOTAL BASE SERVICES	58	215	227	8	508	\$1,525.00	\$91,184.00	\$7,000.00	\$11,597.80	\$109,781.80

The budget is based upon the work scope and level of effort presented above and includes the cost of all related technical and administrative services. The work scope is considered complete upon submittal of a final document by KOA. Any additional services requested will be considered as extra work and those fees will be negotiated prior to start of work and secured in writing.

If the work described within this letter is not authorized in 30 days, if changes occur in the work scope or level of effort, or if our work is suspended for more than 180 days due to any circumstances beyond KOA's control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

WORK SCHEDULE

Below is a preliminary project schedule:

PRELIMINARY PROJECT SCHEDULE	2024																														2025																																																																																																																																																																																																																																																																																																																																																																			
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 KOA Team Tasks
 Client Review

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by other consultants or contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA | A Lochner Company



Giuseppe Canzonieri, PE
Principal | Director of Engineering



ITEM # 13

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **ADOPT RESOLUTION NO. 24-37 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY CALIFORNIA MUSEUM GRANT PROGRAM**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Approve Resolution No. 24-37 authorizing the submission of an application for the State of California's Natural Resource Agency California Museum Grant Program; and
2. Authorize the City Manager and/or his designee to conduct all negotiations and execute and submit documents necessary for the completion of the awarded project; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The State of California's Natural Resource Agency currently has a competitive grant program available. The California Museum Grant Program allows for public agencies to request funding to assist and enhance museums in underserved communities. The City of Montebello would be required to provide a funding match amount that is a minimum of 5% of the total project cost. Staff is estimating the cost of the project to be One Million Dollars (\$1,000,000) thus requiring a possible City match of at least Fifty Thousand Dollars (\$50,000). The matching funds may be cash, other grant awards, staff time devoted to the project, or in-kind donations. Staff will return with a plan to fund the required match and/or request to amend the budget if the grant application is successful.

BACKGROUND/DISCUSSION:

The California Museum Grant Program is a state-administered program through the California Natural Resources Agency. The program aims to solicit proposals for program or capital projects that assist and enhance museums in underserved communities. This round of funding invites proposal requests between \$100,000 and \$1,000,000 dollars.

Staff is proposing improvements to Sanchez Adobe Park Museum and its surrounding features for the community to utilize. One of the grant eligibility requirements is that funding be utilized for a museum facility, making the Sanchez Adobe Museum the only eligible facility within the City. Proposed improvements include, but are not limited to, ADA upgrades, porch repairs and replacement, lighting and security upgrades, a walking trail around the park, an outdoor learning space, and interpretative signage.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

That the City Council adopt Resolution No. 24-37 to authorize the submission of an application for the State of California Natural Resource Agency California Museum Grant Program and authorize the City Manager and/or his designee to conduct negotiations and execute and submit all documents reasonably-necessary on behalf of the City to complete the awarded project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-37

NEXT STEPS:

N/A

RESOLUTION NO. 24-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA MUSEUM GRANT PROGRAM

RECITALS

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of applications by the Applicant's governing board before submission of said applications to the State; and

WHEREAS, the Applicant if selected, will enter into an agreement with the State of California to carry out the project.

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

SECTION 1. Approves the filing of an Application for the Sanchez Adobe Museum Improvement Project; and

SECTION 2. Certifies that the Applicant understands the assurances and certification in the application package; and

SECTION 3. Certifies that said Applicant or title holder will have sufficient funds to operate and maintain the project consistent with land tenure requirements or will secure the resources to do so; and

SECTION 4. Certifies that it will comply with provisions of Section 1771.5 of the California Labor Code; and

SECTION 5. If applicable, certifies that the project will comply with any laws and regulation including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable licenses and permits will have been obtained; and

RESOLUTION NO. 24-37

Page 2 of 3

SECTION 6. Certifies that the Applicant will work toward the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

SECTION 7. Appoints the Director of Recreation and Community Services or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests, and so on, which may be necessary for the completion of of the aforementioned project.

APPROVED AND ADOPTED THIS 22nd DAY OF MAY 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. 24-37 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 22nd day of May 2024 and that said Resolution was adopted by the following vote, to-wit:

RESOLUTION NO. 24-37

Page 3 of 3

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 # 14

CITY OF MONTEBELLO CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2024**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2024 (Third Quarter of Fiscal Year 2023-24); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of March 31, 2024 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing ending balances for June 2022 and 2023 and March 2022, 2023 and 2024. The "General" account combines BMO, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	March 31, 2022	June 30, 2022	March 31, 2023	June 30, 2023	March 31, 2024	Var to Same Qtr/Prior Yr
General	70,879,763	78,705,924	90,009,131	104,439,663	100,503,186	10,494,055
Successor Agency	15,852,122	19,405,616	15,503,546	17,615,874	16,752,412	1,248,866
Housing Successor Agency	632,232	633,672	1,267,992	1,269,432	1,273,752	5,760
Trust & Agency	1,233,945	1,091,804	1,060,417	1,091,798	1,071,021	10,603
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	-
	88,611,627	99,850,581	107,854,650	124,430,333	119,613,935	11,759,285

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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As of March 31, 2024, total available cash was \$11.759 million greater than the same quarter, prior year (i.e., March 31, 2023). The City's overall cash position has improved over the years. For example, the June balances for the past eight years are shown below

	Ending Balance June 30	Change
2016	48,156,295	
2017	51,477,779	3,321,484
2018	57,115,173	5,637,394
2019	84,146,400	27,031,227
2020	73,346,322	(10,800,078)
2021	69,189,471	(4,156,851)
2022	99,850,581	30,661,110
2023	124,430,333	24,579,752

Comparing June ending balances from prior years, in 2016 overall cash was \$48.156 million, versus \$124.430 million as of June, 2023 – a \$76.274 million improvement in the City's available cash position (LAIF, BMO, etc.), or put another way a 258% increase.

The continuing strength of the City's cash position is due to a number of reasons. A primary factor is proceeds from Measure H, the City's ¾ cent transaction and use tax – which began flowing to the City in Fiscal Year 2020-21. Property tax receipts are also up, as overall assessed values in the City continue to grow. The City has also received new or one-time funding from the Federal government for Transit operations (Montebello Bus Lines) and has applied for and received new grants for various purposes (i.e, Fire, Parks and Recreation, etc.). In addition, the sale of the City's water system (February, 2023) and Transit property in Pico Rivera (February, 2023) have added to the overall cash position during calendar year 2023.

It should also be noted that monthly cash balances fluctuate, as monthly expenses can vary considerably from month to month, especially when comparing prior years. The chart below shows first quarter 2023 vs. first quarter 2024 (January - March). The monthly variances within each quarter can be significant:

	Jan 31, 2023	Feb 28, 2023	Mar 31, 2023	Jan 2024	Feb 2024	Mar 2024
General	79,060,042	98,436,052	90,009,131	104,904,764	103,526,588	100,503,186
Successor Agency	18,608,679	15,504,316	15,503,546	19,600,893	16,752,412	16,752,412
Housing Successor Agency	1,057,032	1,267,512	1,267,992	1,272,792	1,273,752	1,273,752
Trust & Agency	1,142,435	1,152,266	1,060,417	1,170,945	1,060,063	1,071,021
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	13,564
	99,881,754	116,373,711	107,854,650	126,962,958	122,626,380	119,613,935

The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project. In addition, the City's various debt service payments typically hit the books in November/December and May/June, causing a draw on available cash greater than other "typical" months of the fiscal year.

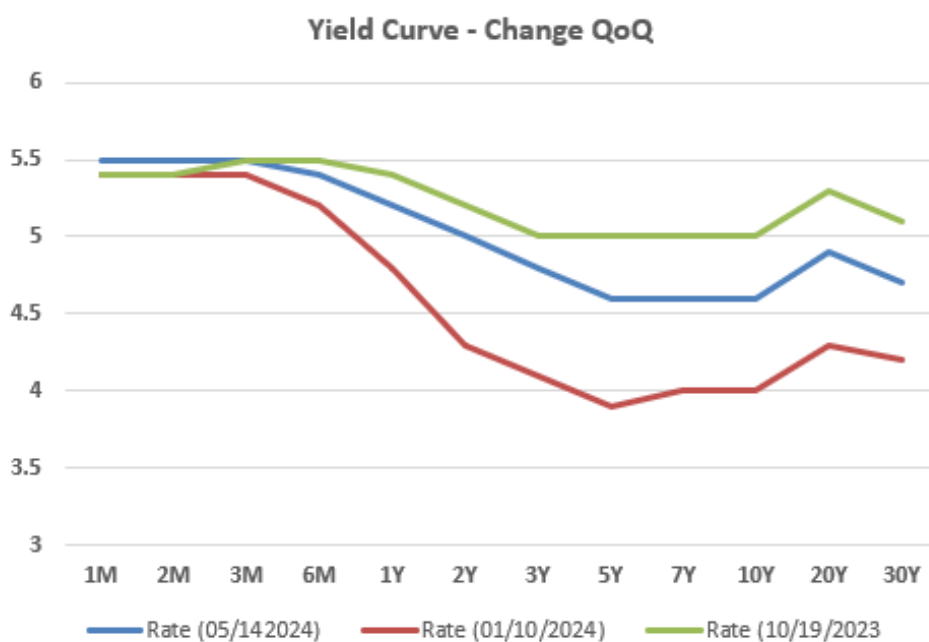
CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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Despite these natural fluctuations in cash flow, one can see by the tables above that the City's overall cash position has grown steadily over the past several years and remains at an elevated level that provides additional financial security. This improvement in cash flow ensures daily expenses are easily met, with no danger of having to postpone payments due to lack of liquidity. Sufficient liquidity is just one of many positive signs of the City's progress towards financial stability and security.

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The General Fund has averaged \$159,174 in annual investment income between FY 2015-16 and FY 2023-24. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past twenty-four months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation. Combined with the large increase in total available cash, the General Fund realized \$665,162 in revenue from its investments in FY 2022-23, with projected revenue for FY 2023-24 at \$810,000.

The effective rate of return on the City's investment portfolio as of April 30, 2024 was 1.7%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. The chart below shows a comparison between Treasury yields – based on length of the note:



BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

- BMO checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF)
- Multi-Bank Securities (MBS) (i.e., Certificates of Deposit)

The investment of idle cash is predicated on the principals of: liquidity, safety and yield, in that order. The City earns interest from the various deposits, hence the diversification of where cash is held. However, the first and foremost priority is having adequate liquidity to pay daily operating costs: payroll, invoices for goods and services, etc.

Cash flow varies throughout the fiscal year, based on the timing of the receipt of revenue. The receipt of property tax revenue in April and December causes the largest inflow in daily cash, followed by quarterly sales tax “true up” payments (i.e., March, June, etc.), receipt of Successor Agency revenue (Redevelopment Property Tax Trust Fund) in January and June, etc.

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately \$991,000).

The table below provides an overview of the City’s major liquid cash accounts: BMO checking and the two separate LAIF accounts, from June, 2020 through March 2024. The average quarterly balance for the City’s checking account since June 2020 is \$14.481 million, more than sufficient to meet weekly expenses.

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Successor Agency)
2020	JUNE	\$ 5,706,451	\$ 39,978,695	\$ 9,502,193
2020	SEPTEMBER	\$ 3,632,854	\$ 28,523,514	\$ 9,536,864
2020	DECEMBER	\$ 3,413,754	\$ 20,998,975	\$ 9,557,116
2021	MARCH	\$ 5,259,121	\$ 23,031,241	\$ 9,572,227
2021	JUNE	\$ 11,921,868	\$ 37,556,500	\$ 9,582,684
2021	SEPTEMBER	\$ 2,298,948	\$ 47,583,249	\$ 9,020,508
2021	DECEMBER	\$ 10,757,576	\$ 46,614,203	\$ 8,996,214
2022	MARCH	\$ 8,220,964	\$ 57,639,656	\$ 14,001,395
2022	JUNE	\$ 8,644,963	\$ 65,334,697	\$ 14,012,253
2022	SEPTEMBER	\$ 3,429,416	\$ 50,945,633	\$ 14,038,487
2022	OCTOBER	\$ 7,790,663	\$ 43,651,105	\$ 14,086,255
2022	NOVEMBER	\$ 15,211,636	\$ 39,651,105	\$ 14,086,255
2022	DECEMBER	\$ 27,973,777	\$ 39,651,105	\$ 14,086,255
2023	JANUARY	\$ 13,089,733	\$ 61,876,879	\$ 14,159,841
2023	FEBRUARY	\$ 32,416,489	\$ 61,876,879	\$ 14,159,841
2023	MARCH	\$ 10,901,394	\$ 74,876,879	\$ 14,159,841
2023	APRIL	\$ 24,965,254	\$ 75,000,000	\$ 14,255,276
2023	MAY	\$ 25,879,884	\$ 75,000,000	\$ 14,255,276
2023	JUNE	\$ 24,925,530	\$ 75,000,000	\$ 14,255,276
2023	JULY	\$ 17,254,480	\$ 75,000,000	\$ 14,367,200
2023	AUGUST	\$ 17,475,568	\$ 75,000,000	\$ 14,367,200
2023	SEPTEMBER	\$ 10,189,195	\$ 75,000,000	\$ 14,367,200
2023	OCTOBER	\$ 8,908,190	\$ 75,000,000	\$ 14,496,758
2023	NOVEMBER	\$ 15,154,746	\$ 75,000,000	\$ 14,496,758
2023	DECEMBER	\$ 20,218,537	\$ 75,000,000	\$ 14,496,758
2024	JANUARY	\$ 25,332,232	\$ 75,000,000	\$ 14,642,395
2024	FEBRUARY	\$ 23,821,535	\$ 75,000,000	\$ 14,642,395
2024	MARCH	\$ 20,677,496	\$ 75,000,000	\$ 14,642,395
		\$ 14,481,152	\$ 58,563,940	\$ 13,065,826

The City's Investment Policy was most recently reviewed and approved by the City Council on June 14, 2023. Prior to that, the policy was reviewed, approved and updated on: June 8, 2022, June 23, 2021, October 28, 2020, and August 19, 2019. The Government Code requires an annual review and approval of the investment policy statement – even if no changes are made.

The 2019 approval was the first time the City's investment policy was updated since 2011, with a previous update done in 2007. These infrequent reviews and updates were clearly in violation of Government Code. Moreover, Staff has endeavored to present a more thoroughly researched quarterly Treasurer's report, with detailed background and explanations of the various investment accounts – a marked improvement over prior years reports presented with no discussion or analysis.

In an effort to ensure the City complies with State law, the investment policy will continue to be presented annually along with budget adoption (June of each year). This process will ensure an annual review and update (as necessary) of the investment policy by the City Council, ensuring the City complies with State statutes.

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's history, the investment policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending March 31, 2024.

ATTACHMENT(S)

1. ATTACHMENT A - Monthly Cash Report
2. ATTACHMENT B - Portfolio Summary

NEXT STEPS:

N/A

**CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF MARCH 31, 2024**

BANK OF THE WEST

	Account Number	Account Name	3/31/24
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	\$1,273,752.27
2	XXXX-XX093	Successor Agency of the City of Montebello	\$2,110,017.54
3	XXXX-71041	City of Montebello	\$3,834,689.75
4	XXXX-00184	City of Montebello - FSA	\$10,241.68
5	XXXX-XX331	General	\$20,677,495.98
6	XXXX-XX287	Trust & Agency	\$6,063.99
7	XXXX-XX803	Police Retiree Health Account	\$761,067.52
8	XXXX-XX267	Payroll	\$0.00
9	XXXX-XX362	Fire Retiree Health Account	\$293,647.33
			<u>\$28,966,976.06</u>

STATE OF CALIFORNIA

	Account Number	Account Name	3/31/24
1	XX-XX-551	General	\$75,000,000.00
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	\$14,642,394.54
			<u>\$89,642,394.54</u>

FIRST MERCANTILE TRUST

	Account Number	Account Name	3/31/24
	XXX-XX-X746	CORPORATE ACCOUNT	\$12.98
	XXX-XX-X999	TRUST ACCOUNT	\$13,551.48
			<u>\$13,564.46</u>

Pershing LLC - CDs

	Account Number	Account Name	3/31/24
	CD	Sallie Mae Bank (10/9/19-9/18/24)	\$247,000.00
	CD	Merrick Bank (10/18/19-10/18/24)	\$249,000.00
	CD	Morgan Stanley Bank (10/30/19-10/30/24)	\$247,000.00
	CD	HSBC Bank USA (5/7/20-5/7/25)	\$248,000.00
			<u>\$991,000.00</u>

Total General Cash/Investments	\$100,503,185.73
Total SA Cash/Investments	\$16,752,412.08
Total HSA Cash/Investments	\$1,273,752.27
Total T&A Cash/Investments	\$1,071,020.52
Total Trustee Cash	\$13,564.46
Total Cash/Investments	<u>\$119,613,935.06</u>

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
March 31, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	75,000,000.00	75,000,000.00	75,000,000.00	98.70	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	991,000.00	991,000.00	991,000.00	1.30	1,813	232	1.727	1.751
	<u>75,991,006.38</u>	<u>75,991,006.38</u>	<u>75,991,006.38</u>	<u>100.00%</u>	<u>25</u>	<u>4</u>	<u>1.298</u>	<u>1.316</u>
Investments								

Cash, Pending Redemptions and Accrued Interest

Passbook/Checking (not included in yield calculations)	24,512,185.73	24,512,185.73	24,512,185.73		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	1,523,566.49	1,523,566.49	1,523,566.49					
Subtotal		<u>26,036,459.39</u>	<u>26,036,459.39</u>					
Total Cash, Pending Redemptions and Investments	<u>102,026,758.60</u>	<u>102,027,465.77</u>	<u>102,027,465.77</u>		<u>25</u>	<u>4</u>	<u>1.298</u>	<u>1.316</u>

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year		84,912.86	1,264,294.82
Average Daily Balance		103,429,065.13	97,632,463.39
Effective Rate of Return		0.97%	1.72%

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
March 31, 2024

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	200	STATE OF CALIFORNIA		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310		1.310	1	
Subtotal and Average			75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00			1.310	1	
Savings Accounts												
	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
Subtotal and Average			6.38		6.38	6.38	6.38			0.500	1	
Negotiable CDs												
	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	401	05/07/2025
	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	200	10/18/2024
	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	157	09/05/2024
	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	170	09/18/2024
Subtotal and Average			991,000.00		991,000.00	991,000.00	991,000.00			1.751	232	
Total and Average			103,429,065.13		75,991,006.38	75,991,006.38	75,991,006.38			1.316	4	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	24,512,185.73	24,512,185.73	24,512,185.73			0.000	1
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17				
				Subtotal		24,512,892.90	24,512,892.90				
Total Cash and Investments			103,429,065.13			100,503,192.11	100,503,899.28			1.316	4

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
	200	LAIF		07/01/2019	75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	549,482.62	0.00	
Subtotal and Average			75,000,000.00		75,000,000.00	75,000,000.00	75,000,000.00	1.310	1	1.310	549,482.62	0.00	
Savings Accounts													
	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.15	0.00	
	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
Subtotal and Average			6.38		6.38	6.38	6.38	0.500	1	0.500	-7,546.65	0.00	
Negotiable CDs													
	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	401	1.300	2,901.60	0.00	05/07/2025
	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	200	1.902	3,732.95	0.00	10/18/2024
	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	157	1.902	4,615.85	0.00	09/05/2024
	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	170	1.902	4,615.86	0.00	09/18/2024
Subtotal and Average			991,000.00		991,000.00	991,000.00	991,000.00	1.750	232	1.751	15,866.26	0.00	
Total and Average			103,429,065.13		75,991,006.38	75,991,006.38	75,991,006.38	1.316	4	1.316	557,802.23	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	24,512,185.73	24,512,185.73	24,512,185.73	0.000	1	0.000	0.00	0.00
Average Balance			0.00	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		24,512,892.90	24,512,892.90					
Total Cash and Investments			103,429,065.13		100,503,192.11	100,503,899.28	100,503,899.28	0.995	3	0.995	557,802.23	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
March 31, 2024

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CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	200	LAIF	75,000,000.00	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		75,000,000.00	75,000,000.00
Local Agency Investment Funds Totals			75,000,000.00				1.292	1.310		0.00	75,000,000.00	75,000,000.00
Savings Accounts												
	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
Savings Accounts Totals			6.38				0.493	0.500		0.00	6.38	6.38
Negotiable CDs												
	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
Negotiable CDs Totals			991,000.00				1.727	1.751		707.17	991,000.00	991,000.00
Investment Totals			75,991,006.38				1.298	1.316		707.17	75,991,006.38	75,991,006.38

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CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
March 31, 2024

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	24,512,185.73			08/31/2019	0.000	0.000	07/31 - Monthly		24,512,185.73	24,512,185.73
Cash Totals			24,512,185.73							0.00	24,512,185.73	24,512,185.73
Total Cash and Investments			100,503,192.11				1.298	1.316		707.17	100,503,192.11	100,503,192.11

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
March 31, 2024

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Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
Subtotal					529,566.49
Negotiable CDs					
	40	BMW BANK NORTH AMERICA	10/11/2019	10/11/2023	247,000.00
	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
	43	RIA FEDERAL CREDIT UNION	10/11/2019	10/11/2023	249,000.00
Subtotal					994,000.00
Total Pending Redemptions					1,523,566.49

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
March 1, 2024 through March 31, 2024

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
			<u>75,000,000.00</u>					<u>75,000,000.00</u>
Savings Accounts (Monthly Summary)								
			<u>6.38</u>					<u>6.38</u>
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				<u>0.00</u>	<u>3,023,402.12</u>	
			<u>27,535,587.85</u>			<u>0.00</u>	<u>3,023,402.12</u>	<u>24,512,185.73</u>
Negotiable CDs								
			<u>991,000.00</u>					<u>991,000.00</u>
		Total	103,526,594.23			0.00	3,023,402.12	100,503,192.11

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
March 2023 through March 2024

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Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
March	2023	11	80,612,885.49	1.302	1.320	1.310	0	0	37	10
April	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	10
May	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	9
June	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
July	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	8
August	2023	11	76,736,006.38	1.303	1.321	1.310	0	0	38	7
September	2023	11	76,487,006.38	1.301	1.319	1.310	0	0	34	6
October	2023	10	75,991,006.38	1.298	1.316	1.310	0	0	25	6
November	2023	8	75,991,006.38	1.298	1.316	1.310	0	0	25	6
December	2023	8	75,991,006.38	1.298	1.316	1.310	0	0	25	5
January	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	5
February	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	4
March	2024	8	75,991,006.38	1.298	1.316	1.310	0	0	25	4
Average		10	76,671,227.85	1.300%	1.318%	1.310	0	0	32	7

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
March 2023 through March 2024

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Security Type	March 2023	April 2023	May 2023	June 2023	July 2023	August 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	97.9	97.7	97.7	97.7	97.7	97.7	98.1	98.7	98.7	98.7	98.7	98.7	98.7	98.2%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	2.2	2.3	2.3	2.3	2.3	2.3	1.9	1.3	1.3	1.3	1.3	1.3	1.3	1.8%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
March 31, 2024

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	March 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	15,866.26	20,785.05
Less Accrued Interest at Beginning of Period	(14,398.61)	(4,292.83)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	1,467.65	16,492.22
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	1,467.65	16,492.22
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	754,711.54
Plus Accrued Interest at End of Period	541,935.97	541,935.97
Less Accrued Interest at Beginning of Period	(458,490.76)	(48,844.91)
Interest Earned during Period	83,445.21	1,247,802.60
Total Interest Earned during Period	84,912.86	1,264,294.82
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	84,912.86	1,264,294.82

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
March 31, 2024

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,642,394.54	14,642,394.54	14,642,394.54	100.00	1	1	0.334	0.339
	14,642,394.54	14,642,394.54	14,642,394.54	100.00%	1	1	0.334	0.339
Investments								
Cash								
Passbook/Checking (not included in yield calculations)	2,110,017.54	2,110,017.54	2,110,017.54		1	1	0.000	0.000
Total Cash and Investments	16,752,412.08	16,752,412.08	16,752,412.08		1	1	0.334	0.339

Total Earnings	March 31	Month Ending	Fiscal Year To Date
Current Year		4,215.80	36,974.20
Average Daily Balance		16,752,412.08	
Effective Rate of Return		0.30%	

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
	100	STATE OF CALIFORNIA		07/01/2019	14,642,394.54	14,642,394.54	14,642,394.54	0.339		0.339	1	
Subtotal and Average			14,642,394.54		14,642,394.54	14,642,394.54	14,642,394.54			0.339	1	
Total and Average			16,752,412.08		14,642,394.54	14,642,394.54	14,642,394.54			0.339	1	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	2,110,017.54	2,110,017.54	2,110,017.54			0.000	1
		Average Balance	0.00								1
Total Cash and Investments			16,752,412.08		16,752,412.08	16,752,412.08	16,752,412.08			0.339	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
	100	LAIF		07/01/2019	14,642,394.54	14,642,394.54	14,642,394.54	0.339	1	0.339	33,462.75	0.00	
Subtotal and Average			14,642,394.54		14,642,394.54	14,642,394.54	14,642,394.54	0.339	1	0.339	33,462.75	0.00	
Total and Average			16,752,412.08		14,642,394.54	14,642,394.54	14,642,394.54	0.339	1	0.339	33,462.75	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2024

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	2,110,017.54	2,110,017.54	2,110,017.54	0.000	1	0.000	0.00	0.00
Average Balance			0.00									
Total Cash and Investments			16,752,412.08		16,752,412.08	16,752,412.08	16,752,412.08	0.296	1	0.296	33,462.75	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
March 31, 2024

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
	100	LAIF	14,642,394.54	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,642,394.54	14,642,394.54
Local Agency Investment Funds Totals			14,642,394.54				0.334	0.339		0.00	14,642,394.54	14,642,394.54
Investment Totals			14,642,394.54				0.334	0.339		0.00	14,642,394.54	14,642,394.54

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
March 31, 2024

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	2,110,017.54			08/31/2019	0.000	0.000	09/30 - Monthly		2,110,017.54	2,110,017.54
Cash Totals			2,110,017.54							0.00	2,110,017.54	2,110,017.54
Total Cash and Investments			16,752,412.08				0.334	0.339		0.00	16,752,412.08	16,752,412.08

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
March 1, 2024 through March 31, 2024

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	14,642,394.54					14,642,394.54
Checking Accounts (Monthly Summary)								
		Subtotal	2,110,017.54					2,110,017.54
		Total	16,752,412.08			0.00	0.00	16,752,412.08

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
March 2023 through March 2024

Month End	Year	Number of Securities	Total Invested	Yield to Maturity		Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
				360 Equivalent	365 Equivalent					
March	2023	2	14,159,841.30	0.334	0.339	0.339	0	0	1	1
April	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
May	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
June	2023	2	14,255,276.34	0.334	0.339	0.339	0	0	1	1
July	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
September	2023	2	14,367,200.23	0.334	0.339	0.339	0	0	1	1
October	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
November	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
December	2023	2	14,496,757.87	0.334	0.339	0.339	0	0	1	1
January	2024	2	14,642,394.54	0.334	0.339	0.339	0	0	1	1
February	2024	2	14,642,394.54	0.334	0.339	0.339	0	0	1	1
March	2024	2	14,642,394.54	0.334	0.339	0.339	0	0	1	1
Average		2	14,423,127.33	0.334%	0.339%	0.339	0	0	1	1

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
March 2023 through March 2024

Security Type	March 2023	April 2023	May 2023	June 2023	July 2023	September 2023	October 2023	November 2023	December 2023	January 2024	February 2024	March 2024	Average by Period
Certificates of Deposit - Bank													
Certificates of Deposit - CU													
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds													
Federal Agency Issues Disc.-At Cost													
Treasury Discounts -At Cost													
Savings Accounts													
Checking Accounts													

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
March 31, 2024

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	March 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	33,462.75	33,462.75
Less Accrued Interest at Beginning of Period	(29,246.95)	(-3,511.45)
Interest Earned during Period	4,215.80	36,974.20
Total Interest Earned during Period	4,215.80	36,974.20
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	4,215.80	36,974.20



ITEM # 15

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

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Michael Solorza, Director of Finance

**SUBJECT: FISCAL YEAR 2024-25 CONFIRMATION OF ANNUAL TAX RATE FOR
VOTER APPROVED INDEBTEDNESS**

DATE: May 22, 2024

RECOMMENDATION(S):

It is recommended that the City Council:

1. Review and adopt the attached Resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the Fiscal Year 2024-25; and
2. Direct staff to forward the Resolution to the Los Angeles County Auditor Controller within the required time limit; and
3. Direct staff to take whatever additional actions necessary to ensure collection of the property tax override. and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). This voter approved property tax override revenue is utilized to fund annual debt service on the Series 2020 Pension Obligation Bonds (POB), issued in June 2020 to retire the City's unfunded actuarial liability, as well as pay for all ongoing pension related costs.

The table below presents historical actuals and the FY 2024-25 proposed (forecasted) revenue in Fund 205 (Retirement Fund) that is utilized to pay for all pension related expenses:

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Adopted Budget	2022-23 Actual	2023-24 Adoped Budget	2024-25 PROPOSED BUDGET
Property Tax Override	9,287,058	10,197,365	10,480,138	10,691,000	11,223,235	11,155,000	11,533,000
Property Tax Override - RPTTF	3,573,246	4,740,590	4,088,990	3,750,000	4,896,233	4,293,400	5,100,000
Interest Revenue	168,918	73,010	98,079	100,000	410,702	170,000	165,000
	13,029,222	15,010,965	14,667,207	14,541,000	16,530,170	15,618,400	16,798,000

As the table above shows, the FY 2021-22 actuals were \$14.667 million, with FY 2022-23 actuals of \$16.530 million, and the FY 2023-24 Adopted Budget at \$15.618 million. The majority of that revenue is from property tax assessments – inclusive of former redevelopment agency project areas. For FY 2024-25, the projected revenue for the Retirement Fund is \$16.798 million. Using actuals from FY 2016-17 to FY 2022-23, the average year-over-year change in revenue has been 6.51%.

The attached Resolution sets the property tax override rate and allows it to be assessed for FY 2024-25. The rate remains unchanged from the prior years. In turn, the revenue collected will be utilized for the purposes for which it was established: paying all expenses related to the City's contract with PERS to provide retirement benefits to its safety and miscellaneous employees as well as annual debt service on the Series 2020 POBs.

BACKGROUND/DISCUSSION:

Voters in the City of Montebello have twice approved a property tax override (PTO) rate to fund the City's participation in the California Public Employees Retirement System (PERS). Elections were first held on July 9, 1946, initially establishing the PTO. A second vote was held on March 2, 1976, affirming the property tax override rate. The City Council subsequently adopted Ordinance No. 2148 in 1996 which codified the tax rate at \$0.197875 per \$100 of assessed valuation (City of Montebello Municipal Code Section 3.28.020).

The revenue from the property tax override can only be used to pay for retirement system related expenses. The City records receipt of these revenues – collected through the annual property tax assessment process – in a special fund (Fund 205). The revenues received are used to pay the annual unfunded actuarial liability (UAL) and normal cost (i.e., ongoing) expenses to PERS.

On May 13, 2020, the City Council approved issuance of \$154 million in POBs to address Montebello's pension related unfunded actuarial liability (UAL). The issuance of the POBs extinguished the existing UAL, as of the June 30, 2018 actuarial valuation report. The PTO revenue is utilized to pay the annual debt service on the POBs, as well as all normal cost expenses and future UAL bases established by subsequent actuarial valuations.

The County of Los Angeles Auditor-Controller requires the City of Montebello to submit an approved Resolution each year that shows the setting of the rate. The attached Resolution (Attachment A with Exhibit A) fulfills this requirement and allows the rate to be placed on property tax statements. There is no change to the rate, it remains fixed at

CITY COUNCIL AGENDA REPORT - MEETING OF MAY 22, 2024

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the \$0.197875 per \$100 of assessed value amount.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The retirement expenditures by the City are funded through voter-approved indebtedness authorized by elections held on July 9, 1946 and March 2, 1976. The proposed tax rate of \$0.197875 was set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. There is no change to this tax rate for FY 2024-25, it remains the same as previous years.

The Resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year in order for the tax rate to be placed on the property rolls. Assessing the property tax override will allow the City to meet its obligations to bond holders, paying annual debt service on the \$154 million in POBs issued in 2020.

The retirement expenditures will be paid solely from the Retirement Special Revenue Fund (Fund 205), as codified in Montebello Municipal Code section 3.28.020. No General Fund revenues will be used to pay for the retirement expenditures.

ATTACHMENT(S)

1. Attachment A - Resolution No. 24-36 - Annual Property Tax Rate Retirement FY 2024_25, 05_22_2024
2. Exhibit A - FY 2024_25 Retirement Pension Tax Override Rate For Districts

NEXT STEPS:

N/A

RESOLUTION NO. 24-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO FIXING THE RATE OF TAXES AND LEVYING
TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2024**

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2024, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2024, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

TAXATION DISTRICT NO. 1. Consisting of all that portion of the City of Montebello not included in Taxation District Numbers 1, 2, 3, 13, 2S, MB Hills 1, MB Hills 3, Commerce RD PR 1, MB Hills 76 Annex 1, 1 MERP and 2 MERP.

TAXATION DISTRICT NO. 2. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 2 (Link Belt)", annexed by Ordinance No. 869, adopted on February 11, 1960, effective date, March 14, 1960;
- (2) "Annexation No. 3 (Bethlehem Steel)", annexed by Ordinance No. 868, adopted on February 11, 1960, effective date, March 14, 1960;
- (3) "Annexation No. 4 (Conier)", annexed by Ordinance No. 886, adopted on February 11, 1960, effective date, March 14, 1960;
- (4) "Annexation No. 10", annexed by Ordinance No. 968, adopted on November 21, 1961, effective date, December 22, 1961, and
- (5) "Annexation No. 127", annexed by Ordinance No. 998, adopted on November 26, 1962, effective date, December 27, 1962.

TAXATION DISTRICT NO. 3. Consisting of all that territory annexed to the City of Montebello in the following annexation proceedings:

- (1) "Annexation No. 1, 1A", annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
- (2) "Annexation No. 13", annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;
- (3) "Annexation No. 17", annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
- (4) "Annexation No. 18", annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
- (5) "Annexation No. 19", annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
- (6) "Annexation No. 21", annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;
- (7) "Annexation No. 23", annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;
- (8) "Annexation No. 25", annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;
- (9) "Annexation No. 27", annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;
- (10) "Annexation No. 29", annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;
- (11) "Annexation No. 30-A", annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and

(12) “Annexation No. 31”, annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS AS OF FISCAL YEAR 2023-24:

TAXATION DISTRICT NO. 1	4,844,776,432
TAXATION DISTRICT NO. 2	25,771,069
TAXATION DISTRICT NO. 3	317,773,178
TAXATION DISTRICT NO. 1s	520,044,058
TAXATION DISTRICT NO. 2s	122,766,261
TAXATION DISTRICT NO. MB HILLS 1	776,898,650
TAXATION DISTRICT NO. MB HILLS 3	486,117,496
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	127,110,131
TAXATION DISTRICT NO. 1 MERP	700,736,011
TAXATION DISTRICT NO. 2 MERP	28,863,335

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN EXHIBIT A.

SECTION 2. That the City Clerk shall attest and certify to the passage and adoption of this resolution and it shall become effective immediately upon its approval.

APPROVED AND ADOPTED THIS 22ND DAY OF MAY 2024.

Scarlett Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold 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 24-36 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 22nd day of May 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.

Christopher Jimenez, City Clerk

- Exhibit A – Tax Rates

EXHIBIT A TO ATTACHMENT A

	DIST. <u>#1</u>	DIST. <u>#2</u>	DIST. <u>#3</u>	DIST. <u>#1s</u>	DIST. <u>#2s</u>	DIST. <u>#MB Hs 1</u>	DIST. <u>#MB Hs 3</u>	MB HILLS <u>76 ANNEX</u>	DIST. <u>#1 MERP</u>	DIST. <u>#2 MERP</u>
STATE RETIREMENT FUND OBLIGATION OF THE CITY TO THE STATE EMPLOYEES RETIREMENT OF CITY EMPLOYEES AUTHORIZED AT ELECTIONS HELD ON JULY 9, 1946 AND MARCH 2, 1976.	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875	0.197875
TOTAL	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>	<u>0.197875</u>



ITEM # 16

APPROVAL OF MINUTES: MAY 8, 2024, CITY COUNCIL MEETING



CITY OF MONTEBELLO REGULAR MEETING

MINUTES

WEDNESDAY, MAY 8, 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 6:04 p.m.

ROLL CALL

Members present were Mayor Peralta, Mayor Pro Tem Melendez, Councilmember Jimenez, Councilmember Torres, and Councilmember Tamayo. Treasurer Matanga was also present. City Clerk Jimenez was absent.

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 and Department Directors Michael Solorza, Cesar Roldan, Ramon Figueroa, David Sosnowski, and Acting Transit Director John Soria were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the closed session items and stated that Item No. 3 was being pulled as there was no update.

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 6:05 p.m. to consider Item No. 1 and Item No. 2 in Closed Session items:

1. CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Negotiators: Raul Alvarez, City Manager, and Ramon Figueroa, Human Resources Director

Employee Groups: SMART-TD

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2) subject to (e)(1)

One matter

3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: Topgolf Site

City's Negotiators: Raul Alvarez, City Manager

Negotiating Party: Topgolf Montebello

Under negotiation: Terms of Lease

REGULAR SESSION - IMMEDIATELY FOLLOWING CLOSED SESSION**CLOSED SESSION REPORT**

Mayor Peralta reconvened the meeting at 7:00 p.m.

All five members were present to discuss all Closed Session items. City Attorney Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and is on the regular agenda for consideration of final action; Item No. 2, a briefing was provided to City Council, no action was taken and nothing further to report; Item No. 3 was not discussed.

INVOCATION

Led by Monica from the Local American Legion.

PLEDGE OF ALLEGIANCE

Led by Jenny from the Local American Legion.

CORRECTIONS TO THE AGENDA - CITY MANAGER

City Manager Alvarez pulled Item No. 16 from the agenda; the item will be discussed at a future meeting.

CEREMONIAL ITEMS/PRESENTATIONS**4. CITIZEN OF THE MONTH - RICHARD SANCHEZ**

Presented by Mayor Peralta.

5. ASIAN PACIFIC HERITAGE MONTH

Presented by Mayor Peralta.

6. NATIONAL PET MONTH

Presented by Mayor Peralta.

7. NATIONAL BIKE MONTH

Mayor Peralta announced that the item would be moved to the next meeting.

8. MENTAL HEALTH MONTH

Presented by Mayor Peralta.

9. MOTORCYCLE SAFETY AWARENESS MONTH

Presented by Mayor Peralta.

10. NATIONAL POPPY DAY

Presented by Mayor Peralta.

11. NATIONAL MILITARY APPRECIATION MONTH

Presented by Mayor Peralta.

12. NATIONAL PUBLIC WORKS WEEK

Presented by Mayor Peralta.

13. MUNICIPAL CLERKS WEEK PROCLAMATION

Presented by Mayor Peralta.

14. FISCAL YEAR 2024-25 PROPOSED BUDGET OVERVIEW

Presented by Director of Finance, Michael Solorza. Director Solorza presented a proposed budget overview that highlighted where the City currently is at with the budget season for the 2024-2025 fiscal year. He stated that he hoped to have the budget adopted at the City Council meeting on June 12th.

Councilmember Tamayo had a question about whether the insurance in fixed costs would continue to rise. Director Solorza explained that the insurance broker sends premium estimates, and he budgets with the highest range, which includes all the extensive mark-ups.

Councilmember Torres was curious about how the City ensures that they are receiving services for the contracts they have and asked if contracts were audited or reassessed to find savings in those places. Director Solorza explained that every department was responsible for their contracts and there is invoice review at the department level. Director Solorza further stated that the savings had been used to expand services for the community and to increase salaries to be closer to market level. He also asked staff to provide a more in depth overview about the positions the departments were asking to be added. He also wanted staff to speak about how certain initiatives such as the tree study and GIS mapping fit into this upcoming budget. City Manager Alvarez clarified that they are not captured in this budget as they are grants they were projected to apply for and would be projected in the next budget cycle. Councilmember Torres also requested to get clarification on the variance in the proposed budget for transit. Director Solorza and City Manager Alvarez stated they would come back with an answer in the next meeting. Lastly, Councilmember Torres stated that it was great to see that Hilton Garden Inn was bringing in revenue to the City and asked about when payments would fall off. Director Solorza stated he would come back with information about the debt service and the additional revenue it would bring.

Mayor Pro Tem Melendez had a question about Home2Suites and what the City would be looking at once the debt service ended. Director Solorza clarified that the proposed budget for 2024-2025 included the debt service and stated that a portion of the surplus would go to the General Fund. Mayor Pro Tem Melendez also inquired about when we would see the first revenue projections for TopGolf and Director Solorza said it would take at least six (6) months. Mayor Pro Tem Melendez lastly asked about the projection for capital improvement projects for the Public Works Department. Director Solorza stated that the Public Works Director was currently working on it and he hoped to provide that information in the next two weeks.

Councilmember Jimenez asked about the Police Department sub-station being built in the South side and Director Solorza clarified that it was not included in this budget as there was no supplemental request provided. City Manager Alvarez stated he would circle back with more information once he spoke to Chief Espinosa.

Mayor Peralta asked if the \$900,000 funding from the Marketplace in Monterey Park projected the tax measure that Monterey Park had recently enacted. Director Solorza stated that the \$900,000 did not reflect anything extra with the tax sharing, but that he would follow-up.

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 five (5) 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.

REGULAR BUSINESS

15. RECEIVE AND FILE THE CITY OF MONTEBELLO FINAL DRAFT OF THE AMERICANS WITH DISABILITIES ACT (ADA) TRANSITION PLAN AND SELF-EVALUATION REPORT

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File the City of Montebello Final Draft of the Americans with Disabilities Act (ADA) Transition Plan and Self-Evaluation Report prepared by Sally Swanson Architects, Inc.; and,
2. Take such additional, related action that may be desirable.

Sally Swanson, Principal-in-Charge Project Manager from Sally Swanson Architects, Inc. provided a presentation that included a brief description of a ADA Transition Plan, facilities and public right-of-way, and survey samples.

Councilmember Torres had a question about how long the plans are applicable before regulations are changed. Ms. Swanson stated that the codes are set with minor changes that occur.

Mayor Pro Tem motioned, seconded by Councilmember Jimenez, to receive and file the item; the motion passed unanimously.

16. AWARD PROFESSIONAL SERVICES AGREEMENT NO. 4195 WITH CITIBOT FOR ARTIFICIAL INTELLIGENCE (AI) CUSTOMER SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Award Professional Services Agreement No. 4195 to Citibot in an amount not-to -exceed Thirty-Two Thousand Dollars (\$32,000) in year one, Twenty-Five Thousand Three Hundred Dollars (\$25,300) in year two, and Twenty-Eight Thousand Six Hundred Dollars (\$28,600) the year three;
2. Authorize the City Manager to execute the Agreement on behalf of the City; and
3. Take such additional, related, action that may be desirable.

Item was pulled.

17. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2476 TO ADD CHAPTER 2.91 FOR ELECTRONIC AND PAPERLESS FILING OF FAIR POLITICAL PRACTICES COMMISSION (FPPC) CAMPAIGN DISCLOSURE STATEMENTS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a First Reading and Introduction of Ordinance No. 2476 (Attachment A) to add Chapter 2.91 for electronic and paperless filing of Fair Political Practices Commission (FPPC) Campaign Disclosure

Statements for all City of Montebello elected and appointed officials, City Council candidates, campaign committee, and designated City staff; and

2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, 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.

Item No. 28 was pulled by members of the public wishing to comment. Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, that Item No's. 18-27 and Item No's. 29-30, be approved; the motion passed unanimously.

18. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 3848 WITH ADS ON THE MOVE, LLC TO PROVIDE TURNKEY ADVERTISING SERVICES FOR THE MONTEBELLO BUS LINES ADVERTISING PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 3848 with Ads On The Move, LLC, a subsidiary corporation under Media Management Consultant Services, for an additional one-year (1) term, to provide the City of Montebello with turnkey advertising services for Montebello Bus Lines' (MBL) advertising program; and
2. Authorize the City Manager and/or his designee to execute Amendment No. 1 on behalf of the City; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

19. APPROVE INCREASING THE NOT-TO-EXCEED AMOUNT OF THE BLANKET PURCHASE ORDERS WITH WAYNE ELECTRIC COMPANY AND RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PURCHASE VARIOUS BUS PARTS/EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve a change order to increase the total not-to-exceed amount, from \$49,000 to \$59,000, for a blanket purchase order established with Wayne Electric Company (Wayne Electric) to purchase maintenance-related bus parts, for Fiscal Year 2023-24; and
2. Approve a change order to increase the total not-to-exceed-amount, from \$49,500 to \$59,500, for a blanket established with Rush Truck Centers of California, Inc. (Rush Trucking), to purchase maintenance-related bus parts, for FY 2023-24; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

20. APPROVE PROFESSIONAL SERVICES AGREEMENT, NO. 4191, WITH "72 HOUR, LLC" (DBA NATIONAL AUTO FLEET GROUP) TO PURCHASE TWO TRANSPORTATION DEPARTMENT SUPPORT VEHICLES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Professional Services Agreement, No. 4191 with "72 Hour LLC" (dba National Auto Fleet Group), for a total not-to-exceed amount of two hundred forty-eight thousand, four hundred and ninety-two dollar (\$248,492), to purchase two (2), Transportation Department – Corporate Shop support vehicles; and
2. Authorize the City Manager and/or their designee to approve change orders for up to ten percent (10%) of the total agreement amount; and
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

21. NOTICE OF INTENT TO ESTABLISH A QUIET ZONE AT RAILROAD CROSSINGS**RECOMMENDATION: It is recommended that the City Council:**

1. Approve the Notice of Intent to establish a Quiet Zone at railroad crossings at South Vail Avenue, Maple Avenue, South Greenwood Avenue and South Montebello Boulevard; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

22. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 1268 BETWEEN THE CITY AND SPRINTCOM, LLC FOR TELECOMMUNICATIONS EQUIPMENT LOCATED AT 901 VIA SAN CLEMENTE**RECOMMENDATION: It is recommended that the City Council:**

1. Authorize the City Manager to execute Amendment No. 2 to Agreement No. 1268 to extend lease term between the City and SprintCom LLC; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

23. ADOPT RESOLUTION 24-28 APPOINTING A MEMBER AND ALTERNATE(S) TO THE GOVERNING BOARD OF THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Resolution No. 24-28 appointing one primary board member and an alternate board member representing the City of Montebello to the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

24. APPROVE PROFESSIONAL SERVICES AGREEMENT NO. 4193 TO AMTECH ELEVATOR SERVICES TO PROVIDE ELEVATOR MAINTENANCE AND REPAIR SERVICES**RECOMMENDATION: It is recommended that the City Council:**

1. Award Professional Services Agreement No. 4193 to Amtech Elevator Services to provide elevator maintenance and repair services for a three (3) year term in a total not-to-exceed amount of \$200,694; and,
2. Authorize the City Manager to execute the Agreement on behalf of the City; and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

25. APPROVE AMENDMENT NO.1 TO AGREEMENT NO. 3869 WITH PMC PLUMBING, INC.**RECOMMENDATION: It is recommended that the City Council:**

1. Approve Amendment No. 1 to Agreement No. 3869 between the City of Montebello and PMC Plumbing for a One (1) Year Extension; and,
2. Authorize the City Manager to execute the Amendment on behalf of the City; and,
3. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

26. APPROVE PUBLICATION OF REQUEST FOR PROPOSALS NO. 24-17 FOR STORM AND SEWER LIFT STATION MAINTENANCE SERVICES AND RELATED EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Approve publication of Request for Proposals No. 24-17 for storm and sewer lift station maintenance services and related equipment; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

27. APPROVE PUBLICATION OF REQUEST FOR PROPOSAL NO. 24-18 TO OBTAIN SERVICES FROM A QUALIFIED CONSULTANT FOR SOLID WASTE MANAGEMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish Request for Proposal (RFP No. 24-18) to obtain Solid Waste Management Services; and,
2. Take such additional, related action that may be desirable.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, to approve the item; the motion passed unanimously.

28. ADOPT RESOLUTION NO. 24-30 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR, RAIL, AND TRANSPORTATION WORKERS – TRANSPORTATION DIVISION (SMART-TD)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-30 approving a Memorandum of Understanding (MOU) between the City of Montebello and the International Association of Sheet Metal, Air, Rail, and Transportation Workers – Transportation Division (SMART-TD); and,
2. Take such additional, related action that may be desirable.

The City Clerk's Office acknowledged two (2) 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 commended everyone who worked on this item.

Councilmember Jimenez expressed her concerns about compliance issues and wanted clarification as to the one-year term of the contract. City Manager Alvarez clarified that the terms of the agreement were made by the negotiation team, and it was their prerogative to choose the length of the term.

Mayor Peralta motioned, seconded by Councilmember Torres, to approve the item; the motion passed unanimously.

29. APPROVAL OF MINUTES: APRIL 10, 2024, CITY COUNCIL MEETING; APRIL 24, 2024, CITY COUNCIL MEETING; MAY 1, 2024, SPECIAL 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 Jimenez, to approve the item; the motion passed unanimously.

30. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-31 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED MAY 8, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 24-31 approving the Warrant Register dated May 8, 2024.

Mayor Pro Tem Melendez motioned, seconded by Councilmember Jimenez, 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).

Councilmember Jimenez stated that she attended the League of Cities Conference in Sacramento a month ago.

COUNCIL/AGENCY ORALS

Announcements and requests for future agenda items.

None.

- **Georgina Tamayo, Councilmember**

- **David N. Torres, Councilmember**

- **Salvador Melendez, Mayor Pro Tem**

- **Angie M. Jimenez, Councilmember**

- **Scarlet Peralta, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 22, 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, May 5, 2024, no later than 6:00 p.m.**



Kimberly Guillen, Senior Deputy City Clerk

Mayor Peralta adjourned in the memory of Lilian Cortez.

Mayor Pro Tem Melendez motioned, seconded by Mayor Peralta, to adjourn the meeting at 9:24 p.m.

THE MINUTES OF MAY 8, 2024 ARE HEREBY APPROVED AND ADOPTED ON THIS 22TH DAY OF MAY 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**

DRAFT

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. _____

Opposed ☐

In Support ☐

Neutral ☐

TOPIC: SEAACA CONTRACT

MEETING DATE:

5-8

TIME RECEIVED:

1750

SPEAKER'S FULL NAME:

ANGELA LLERENAS

PHONE:

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

SEIU 721

(Optional)

NOTES: _____

SEAACA CONTRACT

ACCOMMODATIONS: _____

TRANSLATION NEEDED: ☒ No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Ra

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.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 05-08-2024 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: ROSA TANAYO **PHO** _____

(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. 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: _____

MEETING DATE:

5/8/2024

TIME RECEIVED: _____

SPEAKER'S FULL NAME: _____

RAUL HUBALDO

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

(Optional)

N/A

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

4

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: _____

TIME RECEIVED: _____

SPEAKER'S FULL NAME:

Gracia Velasco

PHONE: _____

(Optional)

ADDRESS: _____

ORGANIZATION REPRESENTED: _____

MATCH (Optional)

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.

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: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Tila Gregorian **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. 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. 28

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MEETING DATE:

5/08

TIME RECEIVED:

SPEAKER'S FULL NAME:

Antonio Herrera

PHONE:

(Optional)

ADDRESS:

(Optional)

ORGANIZATION REPRESENTED:

NOTES:

MOU Adoption

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.

28

Opposed ☐

In Support ☐

Neutral ☐

TOPIC:

MOV ADOPTION

MEETING DATE:

TIME RECEIVED:

SPEAKER'S FULL NAME:

CECILIA LOPEZ

PHONE:

(Optional)

ADDRESS:

ORGANIZATION REPRESENTED:

SMART-TD LOCAL 1701

NOTES:

MOV ADOPTION

ACCOMMODATIONS:

TRANSLATION NEEDED: No ☐ Yes ☐ Language:

RECEIVED BY STAFF:

May 8, 2024

Good evening,

Linda Nicklas Co-Founder MATCH 90640, address on file.

Scarlet, I read your comment regarding Top Golf and maybe you don't know because you were not involved back in 2018.

You forgot to thank our group MATCH90640, because we spoke before the Joint Legislative Auditor Committee and won a unanimous 13-0 full forensic audit for the City of Montebello. It was quoted in the Whittier Daily Newspaper "The Renovation comes in the heels of years of financial strains for the golf course costing the city over \$5 Million dollars."

The issues were highlighted in a 2018 California State Auditor's Office report, which deemed Montebello a High-Risk city. Other risks costing the city money were the water company and two hotels.

The Audit sparked a change in course operators with the city council replacing the former golf course manager.

The State Auditor felt Top Golf would be a good fit to aid the city revenues.

I would ask who was the genius that decided to rebrand our Montebello Gold Course with the name "Bella Verde"?

I asked and the joke is it will be call Montebello's Chile verde course.

If you do your research Bellissimo(beautiful) Green in Italian is Verdi.

When was the name changed approved and by who?
Guess our group MATCH 90640 will need to take action to reclaim our Montebello Golf Course name.

And Bella Verde Resorts and Golf course, wait when did our city become a resort?

Also, in your orals at the last meeting you Scarlet made a comment on how you were trying to do something nice. Then do not use city facilities, for your functions it against the law, and why should our taxpayer's money pay for your party costing \$13, 588.00? I'm sure you don't even know how much the property taxes are on the condo Bought for you. But residents that do pay taxes are not happy.



May 8, 2024

Honorable Mayor Scarlet Peralta &
Members of the Montebello City Council
1600 W. Beverly Blvd.
Montebello, CA 90640

RE: Our Concerns with SEAACA (Southeast Area Animal Control Authority Management)

OFFICERS

David Green
PRESIDENT

Simboa Wright
VICE PRESIDENT

Lillian Cabral
SECRETARY

Adolfo Granados
TREASURER

DIRECTORS

LA COUNTY
Kelly Zhou
VICE PRESIDENT
Ileana Meza
VICE PRESIDENT

Lydia Cabral
Jerry Clyde Jr.
Patrick Del Conte
Kelley Dixon-Turner

Ruby Dye
Steven Gimian
Omar Perez
Charlotte Ramos
Jose Sanchez
Grace Santillano
Theresa Velasco
Sharonda Wade

LA/OC CITIES
Jose "Joe" Martinez
VICE PRESIDENT
Theodore Sanchez
VICE PRESIDENT

Sylvia Alvarado
Dion Cornelius
Saundra Dixon
Guillermo Martinez
Al Reed
Victor M. Vasquez
Salvador Zambrano

TRI-COUNTIES
Grace Sepulveda
VICE PRESIDENT
Erika Ville
VICE PRESIDENT

Esperanza Barajas
Mary Birch
Roberto Camacho
Jesse Gomez
Yuri Gomez
Liza Rocha

INLAND AREA
Staci Richards
VICE PRESIDENT
Cheylynda Barnard
VICE PRESIDENT

Bruce Campbell
Oracio Diaz
Barbara Hunter
Christopher Jones
Roger Nufiez
Maria Sneed
Tara Stoddart

RETIREE MEMBER
Charley Mims

EXECUTIVE DIRECTOR
David Green

Dear Honorable Mayor Scarlet Peralta & Members of the Montebello City Council,

The City of Montebello is a member city of SEAACA, whose members are represented by SEIU 721, and we write to you with serious concerns regarding the treatment and behavior by SEAACA Management towards our membership and our ongoing MOU Negotiations. Over a year ago, some of you may remember employees of SEAACA came to speak about the working conditions at SEAACA, specifically underfunding and low pay which caused high turnover at the agency. Staff reductions and vacant positions were commonplace, and we hoped by better funding SEAACA more staff could be attracted to these jobs and stay. We are thankful that many member cities heard our concerns and authorized more funding for SEAACA. However, since then none of that funding has reached the employees at SEAACA. In fact, they didn't even bother to provide a proposal to increase their employees' pay until a couple of weeks ago, and it is far below what inflation is in a normal given year, to say nothing of the record inflation we all just experienced.

SEAACA employees, without any change in pay in an area whose costs of living are skyrocketing, and other comparable positions are raising their compensation, are flailing just trying to survive, both personally and professionally. We have been at the bargaining table negotiating for seven months now trying to impress upon the seriousness of this to SEAACA. Yet despite this, SEAACA seems content to remain comfortably stagnant, both with their employees having to continuously work understaffed, and for member cities to not get the quality services for which they pay SEAACA. Our members are telling us that they are so short-staffed scores of calls go unanswered, with no way to follow up with even serious service calls in a matter of hours, let alone days. It's been reported some calls go unanswered for weeks or longer. Some residents have gotten so fed up after so many unanswered calls they capture the animals and bring them in to SEAACA themselves.

As one of the member cities, we ask you to intervene in this matter for these SEAACA employees who provide vital services to your community, and the number of other member and contract cities, to help champion a robust MOU negotiations in good faith for a successor MOU, so that SEAACA can attract and retain the dedicated staff needed to provide quality services for your community, to protect both residents and animals, and to ensure adoptable animals can find a forever home. If you have any questions, I can be reached at [REDACTED] and charles.leone@seiu721.org. We thank you for your time.

Sincerely,

Charles Leone
Coordinator, LA/OC Cities Division
SEIU Local 721

Cc: Jenita Igwealor, Regional Director, LA/OC Cities Division
Robert Feria, Chief Negotiator, Collective Bargaining & Research Department
Dr. Molly Rhodes, Research & Policy Analyst, Collective Bargaining & Research Department
Angela Llerenas, Member Organizer
SEAACA Bargaining Team Leaders & Membership

<http://www.seiu721.org>

1545 Wilshire Blvd Ste 100 • Los Angeles CA 90017-9664 • Tel (877) 721-4968
6177 River Crest Dr Ste B • Riverside CA 92507-0786 • Tel (951) 877-9339
77-933 Las Montanas Rd Ste 205/Area C • Palm Desert CA 92211-4131 • Tel (951) 877-9339
2472 Eastman Ave Ste 30 • Ventura CA 93003-5774 • Tel (805) 256-0624

4869 S. Bradley Rd. Unit 115A • Santa Maria CA 93455 • Tel (805) 256-0624
1651 E 4th St Ste 250 • Santa Ana CA 92701-5169 • Tel (213) 308-2764
44300 Lowtree Ave Ste 102 • Lancaster CA 93534-4171 • Tel (877) 721-4968



ITEM # 17

**PAYMENT OF BILLS: ADOPT RESOLUTION NO. 24-35 APPROVING THE CITY
WARRANT REGISTER OF DEMANDS DATED MAY 22, 2024**

RESOLUTION NO. 24-35

**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.1573, consisting of 8 pages, and including:

Warrant No.

General: Check No. 603320 through 603446
ACH No. 6246 through 6340
Successor Agency: Check No. 1517 through 1517

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 22nd DAY OF MAY 2024.

Scarlet Peralta, Mayor

ATTEST:

APPROVED AS TO FORM:

Christopher Jimenez, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. 24-35

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. 24-35 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 22nd day of May 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. 1573
From Payment Date 04/26/24 - To Payment Date 05/09/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6246	05/02/2024	\$381.09	SUPPLIES	3163	BANK OF AMERICA
6247	05/02/2024	\$242.92	ADVERTISING/PRINTING SERVICES	3163	BANK OF AMERICA
6248	05/02/2024	\$826.69	SUPPLIES	3163	BANK OF AMERICA
6249	05/02/2024	\$109.29	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
6250	05/02/2024	\$1,495.00	TRAINING	3163	BANK OF AMERICA
6251	05/02/2024	\$1,392.54	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6252	05/02/2024	\$7,826.57	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6253	05/02/2024	(\$1,212.01)	SUPPLIES	3163	BANK OF AMERICA
6254	05/02/2024	\$3,926.84	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6255	05/02/2024	\$4,691.06	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6256	05/02/2024	\$2,137.74	SUPPLIES	3163	BANK OF AMERICA
6257	05/02/2024	\$4,411.06	SUPPLIES	3163	BANK OF AMERICA
6258	05/02/2024	\$7,986.33	PENSION/RETIREMENT PAYABLE	17	CAL PERS
6259	05/02/2024	\$540,926.84	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
6260	05/02/2024	\$1,500.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
6261	05/02/2024	\$446.22	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
6262	05/02/2024	\$194,241.28	CONTRACT SERVICES	3944	AMERICAN LANDSCAPE, INC.
6263	05/02/2024	\$493.92	SUPPLIES	62880	AMERICAN MARKER
6264	05/02/2024	\$6,181.58	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6265	05/02/2024	\$150,000.00	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6266	05/02/2024	\$848.38	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
6267	05/02/2024	\$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
6268	05/02/2024	\$38,214.26	FUEL INVENTORY	962	MO DION & SONS INC
6269	05/02/2024	\$33,793.30	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
6270	05/02/2024	\$136.00	CONTRACT SERVICES	23660	DAIOHS USA
6271	05/02/2024	\$3,016.48	MACHINERY & EQUIPMENTS	2654	GOLDEN STAR TECHNOLOGY INC
6272	05/02/2024	\$6,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
6273	05/02/2024	\$3,621.04	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6274	05/02/2024	\$200.00	TRAVEL & MEETINGS	3707	KEVORK KALAYCI
6275	05/02/2024	\$2,800.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
6276	05/02/2024	\$8,935.56	CONTRACT SERVICES	3489	MARK THOMAS & COMPANY INC



City of Montebello
Register of Demands No. 1573
From Payment Date 04/26/24 - To Payment Date 05/09/24

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6277	05/02/2024	\$1,049.12	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
6278	05/02/2024	\$15,095.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
6279	05/02/2024	\$12,495.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
6280	05/02/2024	\$46,818.02	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6281	05/02/2024	\$7,484.86	CONTRACT SERVICES	47600	NEXUS HOLDING LLC
6282	05/02/2024	\$150.00	TRAVEL & MEETINGS	3291	JOSEPH PALOMBI
6283	05/02/2024	\$4,267.38	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
6284	05/02/2024	\$6,126.30	CONTRACT SERVICES	3176	PHILLIP SISNEROS
6285	05/02/2024	\$13,338.33	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
6286	05/02/2024	\$58.23	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
6287	05/02/2024	\$341.77	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
6288	05/09/2024	\$208.06	SUPPLIES	3163	BANK OF AMERICA
6289	05/09/2024	\$2,665.98	SUPPLIES	3163	BANK OF AMERICA
6290	05/09/2024	\$4,464.80	SUPPLIES	3163	BANK OF AMERICA
6291	05/09/2024	\$1,628.03	SUPPLIES	3163	BANK OF AMERICA
6292	05/09/2024	\$1,395.36	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6293	05/09/2024	\$2,032.05	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
6294	05/09/2024	\$338.59	SUPPLIES	3163	BANK OF AMERICA
6295	05/09/2024	\$1,073.07	SUPPLIES	3163	BANK OF AMERICA
6296	05/09/2024	\$1,953.57	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6297	05/09/2024	\$9.00	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6298	05/09/2024	\$317.40	SUPPLIES	3163	BANK OF AMERICA
6299	05/09/2024	\$1,681.50	TRAINING	3163	BANK OF AMERICA
6300	05/09/2024	\$14.25	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
6301	05/09/2024	\$9.85	MAIL/ POSTAL EXPENSE	3163	BANK OF AMERICA
6302	05/09/2024	\$16.53	SUPPLIES	3163	BANK OF AMERICA
6303	05/09/2024	\$16.53	SUPPLIES	3163	BANK OF AMERICA
6304	05/09/2024	\$544.63	SUPPLIES	3163	BANK OF AMERICA
6305	05/09/2024	\$852.20	TRAVEL & MEETINGS	3163	BANK OF AMERICA
6306	05/09/2024	\$4,855.34	SUPPLIES	3163	BANK OF AMERICA
6307	05/09/2024	\$1,839.62	SUPPLIES	3163	BANK OF AMERICA
6308	05/09/2024	\$4,325.55	SUPPLIES	3163	BANK OF AMERICA



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
6309	05/09/2024	\$63,801.59	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES
6310	05/09/2024	\$1,681.01	MACHINERY & EQUIPMENTS	423	AIR EXCHANGE INC
6311	05/09/2024	\$536,702.91	BUILDING IMPROVEMENTS	3981	ALLIANCE BUILDING SOLUTIONS, INC.
6312	05/09/2024	\$4,567.66	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
6313	05/09/2024	\$145.53	ADVERTISING/PRINTING SERVICES	62880	AMERICAN MARKER
6314	05/09/2024	\$6,532.32	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
6315	05/09/2024	\$480.00	CONTRACT SERVICES	2365	LETICIA TORRES
6316	05/09/2024	\$27,897.15	CONTRACT SERVICES	3016	ANTARES GOLF LLC
6317	05/09/2024	\$374,764.80	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
6318	05/09/2024	\$427.78	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
6319	05/09/2024	\$500.00	DUES & SUBSCRIPTIONS	72	COGRAN SYSTEMS LLC
6320	05/09/2024	\$6,281.60	CONTRACT SERVICES	2624	CRAFCO INC
6321	05/09/2024	\$823.69	SUPPLIES	70920	DECALS BY DESIGN INC
6322	05/09/2024	\$13,669.05	FUEL	962	MO DION & SONS INC
6323	05/09/2024	\$454.40	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
6324	05/09/2024	\$542.98	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
6325	05/09/2024	\$30,200.08	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
6326	05/09/2024	\$9,946.87	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
6327	05/09/2024	\$8,927.07	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
6328	05/09/2024	\$7,467.00	CONTRACT SERVICES	15070	LEXIPOL LLC
6329	05/09/2024	\$100.50	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
6330	05/09/2024	\$4,140.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
6331	05/09/2024	\$29,300.11	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
6332	05/09/2024	\$44,906.40	CONTRACT SERVICES	42180	PCAM LLC
6333	05/09/2024	\$4,581.40	IMPROVEMENTS OTHER THAN BUILDING	3369	SALLY SWANSON ARCHITECTS INC
6334	05/09/2024	\$161.63	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
6335	05/09/2024	\$6,753.01	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
6336	05/09/2024	\$6,755.00	PREPAID EXPENSES	3602	THE PUN GROUP LLP
6337	05/09/2024	\$39,729.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
6338	05/09/2024	\$5,822.36	SUPPLIES	3088	WAXIES ENTERPRISES LLC
6339	05/09/2024	\$285.00	CONTRACT SERVICES	2865	WEBSTERS BEE REMOVAL SERVICES
6340	05/09/2024	<u>\$218.25</u>	CONTRACT SERVICES	3140	WEX HEALTH INC



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General Account					
	ACH TOTAL	\$2,427,284.55			
603320	04/29/2024	\$50.00	TRAVEL & MEETINGS	4360	ALFREDO CACERES
603321	04/29/2024	\$100.00	TRAVEL & MEETINGS	4508	MARCO TULIO PINHEIRO
603322	05/02/2024	\$675.00	CONTRACT SERVICES	1674	1st JON INC
603323	05/02/2024	\$19,543.50	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
603324	05/02/2024	\$378.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
603325	05/02/2024	\$4,004.36	UTILITY SERVICES	1732	AT&T CORP
603326	05/02/2024	\$342.61	CONTRACT SERVICES	1640	ARI PHOENIX INC
603327	05/02/2024	\$11,766.00	CONTRACT SERVICES	4501	ARTESIA SAWDUST PRODUCTS INC
603328	05/02/2024	\$265.93	UTILITY SERVICES	39550	AT&T
603329	05/02/2024	\$306.48	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
603330	05/02/2024	\$345.00	CONTRACT SERVICES	3686	BIG STAR FIRE PROTECTION
603331	05/02/2024	\$8,712.00	CONTRACT SERVICES	4312	BURKE, WILLIAMS & SORESENSEN, LLP
603332	05/02/2024	\$986.00	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603333	05/02/2024	\$1,141.77	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
603334	05/02/2024	\$2,750.00	CONTRACT SERVICES	4026	CODE CONSULTING GROUP, LLC
603335	05/02/2024	\$6,221.69	CONTRACT SERVICES	4291	COMMUNITY WORKS DESIGN GROUP LLC
603336	05/02/2024	\$668.27	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
603337	05/02/2024	\$2,617.40	MACHINERY & EQUIPMENTS	3784	CPACINC.COM
603338	05/02/2024	\$201.99	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
603339	05/02/2024	\$4,582.70	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
603340	05/02/2024	\$1,299.41	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
603341	05/02/2024	\$54,388.80	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
603342	05/02/2024	\$463.76	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603343	05/02/2024	\$418.75	SUPPLIES	4498	G & C FLOWERS INC
603344	05/02/2024	\$1,793.75	CONTRACT SERVICES	4396	GALVIN PRESERVATION ASSOCIATES INC
603345	05/02/2024	\$150.00	TRAVEL & MEETINGS	4067	JOSE GARDEA
603346	05/02/2024	\$7.04	MAIL/ POSTAL EXPENSE	3167	GLS US
603347	05/02/2024	\$2,806.40	SUPPLIES	4361	JAKEB HALL
603348	05/02/2024	\$1,595.43	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
603349	05/02/2024	\$1,318.56	SUPPLIES	2059	HASA INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603350	05/02/2024	\$2,669.18	MACHINERY & EQUIPMENTS	993	IVA SOLUTIONS INC
603351	05/02/2024	\$5,619.00	CONTRACT SERVICES	3716	KOA CORPORATION
603352	05/02/2024	\$5,161.00	CONTRACT SERVICES	4810	LA COUNTY DEPARTMENT OF PUBLIC WORKS
603353	05/02/2024	\$468.28	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
603354	05/02/2024	\$25,689.21	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
603355	05/02/2024	\$3,746.18	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
603356	05/02/2024	\$19,100.00	CONTRACT SERVICES	4519	ELENA MILLA
603357	05/02/2024	\$12,032.03	MACHINERY & EQUIPMENTS	23460	MOTOROLA SOLUTIONS INC
603358	05/02/2024	\$400.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA
603359	05/02/2024	\$1,425.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
603360	05/02/2024	\$826.06	GENERAL GOVERNMENT	1772	ISABEL OLMEDO
603361	05/02/2024	\$300.00	TRAINING	4526	FABIOLA PASTRANA
603362	05/02/2024	\$561.46	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
603363	05/02/2024	\$1,051,886.31	CONTRACT SERVICES	4220	R.C. CONSTRUCTION SERVICES INC
603364	05/02/2024	\$300.00	TRAINING	4527	JAZZALYN SAINT ROBERTS
603365	05/02/2024	\$983.49	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603366	05/02/2024	\$3,469.03	VEHICLE MAINTENANCE/EXPENSES	716	SOUTH BAY FORD INC
603367	05/02/2024	\$251.11	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
603368	05/02/2024	\$21,288.31	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603369	05/02/2024	\$670.29	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
603370	05/02/2024	\$2,160.00	CONTRACT SERVICES	4520	STARBIANO LLC
603371	05/02/2024	\$24,743.26	UTILITY SERVICES	526	T-MOBILE USA INC
603372	05/02/2024	\$450.57	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
603373	05/02/2024	\$2,540.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
603374	05/02/2024	\$407.30	SUPPLIES	3110	TOMAS ALVARADO
603375	05/02/2024	\$1,648.13	SUPPLIES	45120	ULINE INC
603376	05/02/2024	\$46,674.92	CONTRACT SERVICES	3850	VARIABLE SPEED SOLUTIONS, INC.
603377	05/02/2024	\$740.48	UTILITY SERVICES	23610	VERIZON WIRELESS
603378	05/02/2024	\$6.00	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
603379	05/02/2024	\$2,000.00	CONTRACT SERVICES	2857	WOLVERINE FENCE COMPANY INC
603380	05/02/2024	\$55.00	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
603381	05/09/2024	\$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC



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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
603382	05/09/2024	\$394.04	UTILITY SERVICES	39550	AT&T
603383	05/09/2024	\$10,600.37	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
603384	05/09/2024	\$250.00	GENERAL GOVERNMENT	4529	ROSANA BARRERA
603385	05/09/2024	\$300.00	CONTRACT SERVICES	2769	KATALINA BELTRAN
603386	05/09/2024	\$250.00	GENERAL GOVERNMENT	4531	ERMELINDA BERMEJO
603387	05/09/2024	\$17,541.34	FRINGE BENEFITS	37550	CALIFORNIA EMPLOYMENT DEVELOPMENT DEPT
603388	05/09/2024	\$3,300.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLERS OFFICE
603389	05/09/2024	\$7,725.64	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
603390	05/09/2024	\$15,008.68	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
603391	05/09/2024	\$604.78	CONTRACT SERVICES	3568	CIVICPLUS LLC
603392	05/09/2024	\$12,647.11	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
603393	05/09/2024	\$10,755.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
603394	05/09/2024	\$688.00	DUES & SUBSCRIPTIONS	4174	COSTAR REALTY INFORMATION, INC.
603395	05/09/2024	\$6,488.06	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
603396	05/09/2024	\$6,758.50	CONTRACT SERVICES	3207	DUST COLLECTOR SERVICES INC
603397	05/09/2024	\$250.00	GENERAL GOVERNMENT	4528	TOMI EGARDO
603398	05/09/2024	\$4,206.37	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
603399	05/09/2024	\$2,631.47	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
603400	05/09/2024	\$20,000.00	ADVERTISING/PRINTING SERVICES	4478	G&J NEON SIGNS INC
603401	05/09/2024	\$3,474.44	SUPPLIES	4365	ANDREW ARTHUR GARCIA
603402	05/09/2024	\$250.00	GENERAL GOVERNMENT	4533	JUAN MANUEL GARCIA
603403	05/09/2024	\$500.00	CONTRACT SERVICES	1338	GRANICUS INC
603404	05/09/2024	\$200.00	TRAINING	3386	JOHNATHAN HERNANDEZ
603405	05/09/2024	\$22,242.71	CONTRACT SERVICES	3044	KAIZER RANGWALA
603406	05/09/2024	\$1,189.40	CONTRACT SERVICES	934	MISSION COMMUNICATIONS LLC
603407	05/09/2024	\$6,777.04	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
603408	05/09/2024	\$12,188.83	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
603409	05/09/2024	\$617.38	SUPPLIES	15620	OFFICE DEPOT INC
603410	05/09/2024	\$200.00	TRAINING	3150	SANDRA OLIVAS
603411	05/09/2024	\$68.35	TRAVEL & MEETINGS	4537	FRANK OSORIO
603412	05/09/2024	\$250.00	GENERAL GOVERNMENT	4532	GONZALO PARRA
603413	05/09/2024	\$67.83	UTILITY SERVICES	100	PICO WATER DISTRICT



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General Account					
603414	05/09/2024	\$9,623.63	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
603415	05/09/2024	\$450.00	TRAINING	979	PRADO FAMILY SHOOTING RANGE
603416	05/09/2024	\$330.52	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
603417	05/09/2024	\$13,125.00	CONTRACT SERVICES	3613	PYRO SPECTACULARS INC
603418	05/09/2024	\$200.00	TRAINING	4538	ROSEMARY QUINTERO
603419	05/09/2024	\$400.00	CONTRACT SERVICES	3371	ERNANDO REZENDEZ
603420	05/09/2024	\$560.19	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
603421	05/09/2024	\$1,500.00	EDUCATION REIMBURSEMENT	4534	JACOB ROMERO
603422	05/09/2024	\$4,451.73	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
603423	05/09/2024	\$129.00	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP
603424	05/09/2024	\$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC
603425	05/09/2024	\$250.00	GENERAL GOVERNMENT	4530	MERCEDES SHUGERT
603426	05/09/2024	\$4,249.35	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
603427	05/09/2024	\$136,968.61	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
603428	05/09/2024	\$40,581.69	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
603429	05/09/2024	\$762.60	SUPPLIES	3461	STUBBIES PROMOTIONS INC
603430	05/09/2024	\$6,244.00	CONTRACT SERVICES	170	SUPERIOR PAVEMENT MARKINGS INC
603431	05/09/2024	\$83,082.77	MACHINERY & EQUIPMENTS	13580	TENNANT SALES AND SERVICE CO
603432	05/09/2024	\$198.39	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
603433	05/09/2024	\$81,270.36	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
603434	05/09/2024	\$4,080.00	CONTRACT SERVICES	1166	TURF TEAM INC
603435	05/09/2024	\$1,265.43	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
603436	05/09/2024	\$3,626.93	CONTRACT SERVICES	20070	UC REGENTS
603437	05/09/2024	\$76.01	SUPPLIES	45120	ULINE INC
603438	05/09/2024	\$40,832.59	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
603439	05/09/2024	\$3,154.84	UTILITY SERVICES	23610	VERIZON WIRELESS
603440	05/09/2024	\$150.00	EDUCATION REIMBURSEMENT	4535	JOEY WALLS
603441	05/09/2024	\$1,228.50	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
603442	05/09/2024	\$28,000.00	TRAINING	3106	WHYD YOU STOP ME
603443	05/09/2024	\$36,000.00	CONTRACT SERVICES	2816	ZENCITY TECHNOLOGIES US INC
603444	05/09/2024	\$68.00	PARKS AND RECREATION	4461	REYNA PEREZ
603445	05/09/2024	\$3,366.00	CONTRACT SERVICES	673	SERVAM BY WRIGHT LLP



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General Account					
603446	05/09/2024	\$22,164.00	CONTRACT SERVICES	3850	VARIABLE SPEED SOLUTIONS, INC.
	CHECK TOTAL	<u>\$2,070,539.34</u>			
Successor Agency					
1517	05/02/2024	\$2,255.00	CONTRACT SERVICES	15180	SCS FIELD SERVICES
	CHECK TOTAL	<u>\$2,255.00</u>			
	GRAND TOTAL	<u><u>\$4,500,078.89</u></u>			



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 - June

June 12th - City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Lesbian/Gay Bisexual/Transgender/ Queer (LGBTQ) Pride Month	Presentation	Public Affairs	David S.
	Juneteenth- Freedom Day	Presentation	Public Affairs	David S.
	Request to Increase the not-to-exceed limit of our agreement with Johnson Controls, Inc.	Consent	Public Works	Cesar Roldan
	Request to Issue A Notice Inviting Bid HSIP Cycle 7 – CP 851	Consent	Public Works	Cesar Roldan
	Adopt Resolution No. 24-XX - SB1 Streets	Consent	Public Works	Cesar Roldan
	Approve Additional Work Proposal and Amendment Sportfive	Consent	Public Works	Cesar Roldan
	Consideration and Approval to add SERVPRO Global DRT as a On-Call Consultant	Consent	Public Works	Cesar Roldan
	Approve Upper Event Lawn Repair Expenditures	Consent	Public Works	Cesar Roldan
	Adopt Systematic Safety Analysis Report Program	Consent	Public Works	Cesar Roldan
	Issue an RFP for the Olympic Blvd Complete Street Feasibility Study CP 905	Consent	Public Works	Cesar Roldan
	Jairos Plumbing, Inc. – Request authorization from City Council to exercise 1-year extension	Consent	Public Works	Cesar Roldan
	Minutes	Consent.	Admin	ACM Salazar
	Reso No. ____ Warrant Register	Consent.	Finance	Michael S.