CITY OF MONTEBELLO
CITY COUNCIL
REGULAR MEETING

WEDNESDAY, APRIL 22, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL
Georgina Tamayo, Mayor
Danielle Romero, Mayor Pro Tem
Scarlet Peralta, Councilmember
Ric Alonzo, Councilmember
Salvador Melendez, Councilmember

CITY MANAGER
Raul Alvarez

CITY TREASURER
David Matanga

CITY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	**Angelica Palmeros**
Fire Chief	**Fernando Pelaez**
Police Chief	**Luis Lopez**
Director of City Clerk Services	**Kimberly Guillen**
Director of Finance	**Michael Solorza**
Director of Human Resources	**Ramon Figueroa**
Director of Planning/Community Development	**Joseph Palombi**
Director of Public Works	**Cesar Roldan**
Director of Recreation and Community Services	**David Sosnowski**
Director of Transportation	**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 immediately thereafter; if there is no Closed Session, Regular Session will begin at 6:00 p.m.***

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

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

OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

ROLL CALL

ANNOUNCEMENT OF CLOSED SESSION ITEMS

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Maria Chavez vs. City of Montebello
   Los Angeles Superior Court Case No. 22STCV37075

2. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   Significant exposure to litigation in one matter

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA - CITY MANAGER

CEREMONIAL ITEMS/PRESENTATIONS

3. **CITIZEN OF THE MONTH - LORENA PIZANA**
4. **CLEAN TASK FORCE UPDATE**

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

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

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

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

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

5. INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENT, AND SITE PLAN REVIEW STANDARDS, AND DEMONSTRATING COMPLIANCE WITH STATE HOUSING LAW TO ACHIEVE ADEQUATE SITES FOR THE CITY'S 6TH CYCLE RHNA; ADOPT RESOLUTION NO. 26-30 TERMINATING RFP NO. 23-4; AND APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE COVENANTS AND AGREEMENTS FOR THE PRESERVATION AND PROTECTION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT AND THE MONTEBELLO SCOUT HOUSE

RECOMMENDATION: It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Introduce and waive first reading of Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Introduce and waive first reading of Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, and remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application; and
4. Introduce and waive first reading of Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029) in accordance with State Housing Law; and
5. Adopt Resolution No. 26-30 terminating Request for Proposals ("RFP") No. 23-4 for strategic master planning services for the Montebello Golf Course and directing community engagement for future actions; and
6. Find and determine that the proposed amendments to Title 17 of the MMC are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") (State Clearinghouse No.2023050665), certified on April 10, 2024, in compliance with the California Environmental Quality Act ("CEQA"), and
7. Approve and authorize the City Manager to execute the Covenant and Agreement, in a form approved by the City Attorney, for the preservation and protection of the Armenian Genocide Martyrs Monument; and
8. Approve and authorize the City Manager to execute the Covenant and Agreement, in a form approved by the City Attorney, for the preservation and protection of the Montebello Scout House; and
9. Take such additional, related, action that may be desirable.

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.

6. RECEIVE AND FILE THE FISCAL YEAR 2024-25 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Fiscal Year 2024-25 Annual Comprehensive Financial Report (ACFR); and,
2. Take such additional, related action that may be desirable.

7. AUTHORIZE RECEIPT OF GRANT AWARD FROM CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY ("CALRECYCLE") FOR THE ILLEGAL DISPOSAL SITE ABATEMENT GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Approve the acceptance of $275,000 in grant funds awarded to the City of Montebello by the California Department of Resources Recycling and Recovery (CalRecycle) through the Illegal Disposal Site Abatement Grant Program; and
2. Authorize the City Manager, and the Director of Planning and Community Development, as designee, to execute any documents or agreements, and any amendments thereto, necessary for the City's participation in the grant program; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $275,000 in Account No. 271-50-594-6040.10 (CalRecycle - Disposal Sites Abatement, Community Development, CalRecycle - Disposal Sites Abate [expenditures, Other Contract Services]) and $275,000 in Account No. 271-99-4198.51 (CalRecycle-Disposal Sites Abate, Non-Departmental, Miscellaneous Grants, CalRecycle – Disposal Sites Abate [revenue]); and
4. Take such additional, related, action that may be desirable.

8. ACCEPTANCE OF THE LED SIGN PROJECT (CP 933) LOCATED AT CITY HALL – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1. Accept the City Hall LED Sign Project (CP 933) as completed by Monarka Development Corp. (DBA Express Sign & Neon); and
2. Approve the final contract amount with Monarka Development Corp. (DBA Express Sign & Neon) for the City Hall LED Sign Project in the amount of $97,845, including change orders;
3. Approve the Final Total Project Budget (Attachment A);
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder;
5. Authorize the release of the retention payment of $4,892 due to Monarka Development Corp. (DBA Express Sign & Neon) following the mandatory waiting period from the date the Notice of Completion is recorded;
6. Take such additional, related action that may be desirable.

9. APPROVE SUBMISSION OF TWO APPLICATIONS TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM CYCLE 8

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit two applications to the State Active Transportation Program Cycle 8 for the Via Campo at Findlay Avenue Corridor and Madison Avenue at Concourse Road Roundabout; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the submittal process; and
3. Take such additional, related action that may be desirable.

10. APPROVE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE SAFE STREETS AND ROADS FOR ALL PLANNING AND DEMONSTRATION COMPREHENSIVE SAFETY ACTION PLAN GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to submit an application to the Safe Streets and Roads for All (SS4A) Planning and Demonstration Comprehensive Safety Action Plan grant program; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the submittal process; and
3. Take such additional, related action that may be desirable.

11. APPROVE ALLOCATION OF FUNDING FOR SAN GABRIEL VALLEY WATER COMPANY TO COMPLETE DESIGN WORK FOR A WATER MAIN AND FIRE HYDRANTS ALONG LINCOLN AVENUE BETWEEN SAN GABRIEL BOULEVARD AND AVENIDA DE LA MERCED

RECOMMENDATION: It is recommended that the City Council:

1. Approve the allocation of $60,000 as a deposit for San Gabriel Valley Water Company (SGVWC) to commence engineering design work for a water main and fire hydrants along Lincoln Avenue between San Gabriel Boulevard and Avenida De La Merced; and
2. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $60,000 in Account 100-30-330-6040.80 (General Fund – Public Works – Engineering – Contract Services-Engineering Services); and
3. Authorize the City Manager to execute all pertinent documents and agreements associated with the design work; and
4. Take such additional, related action that may be desirable.

12. APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-10 FOR CITYWIDE STRIPING

RECOMMENDATION: It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-10 for citywide street striping, pavement marking, and roadway legend services; and
2. Take such additional, related action that may be desirable.

13. ADOPT RESOLUTION NO. 26-28 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2026-27 ANNUAL LEVY OF ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR A PUBLIC HEARING

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-28 (Attachment A) approving the Fiscal Year 2026-27 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Assessment District No. 2005-2, setting a date for the Public Hearing for the regular meeting scheduled for June 24, 2026 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

14. ADOPT RESOLUTION NO. 26-27 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2026-27 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. 26-27 (Attachment A) approving the Fiscal Year 2026-27 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1, setting a date for the Public Hearing for the regular meeting scheduled for June 24, 2026 at 6:00 p.m.; and
2. Take such additional, related action that may be desirable.

15. TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Receive and File the Quarterly Treasurer's Reort for the quarter ending March 31, 2206 (Third Quarter of FIscal Year 2025-26); and
2. Take such additional, related action that may be desirable.

16. APPROVE AGREEMENT NO. 4495 WITH 1921 MARKETING SERVICES FOR TURNKEY BUS ADVERTISING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Agreement No. 4495 with 1921 Marketing Services (1921 Marketing), to provide turnkey Bus Advertising Services, for a one-year term with the option for renewal of up to two (2), additional one-year (1-year) terms; and
2. Authorize the City Manager to execute and finalize Agreement No. 4495 with 1921 Marketing on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

17. APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4131 WITH A & FLEET PAINTING, INC., FOR DESIGN, REMOVAL AND INSTALLATION OF DECALS SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4131 with A & A Fleet Painting Inc. (A & A Fleet), for a one-year (1-year) term, for design, removal and installation services on Montebello Bus Lines (MBL) fleet of transit buses, and increase the total not-to-exceed amount by an additional $430,500; and
2. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) or $64,575, of the amended agreement amount; and
3. Authorize the City Manager and/or his designee to execute Amendment No. 2 on behalf of the City of Montebello (City); and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $495,075 in Account No. 600-90-910-6040.10 (Transit Fund, Transit, Operations, Contract Services, Outside Contracts); and
5. Take such additional, related action that may be desirable.

18. APPROVAL OF MINUTES: APRIL 8, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

19. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-29 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 22, 2026

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-29 approving the Warrant Register dated April 22, 2026.

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.

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Mayor Pro Tem**
- **Scarlet Peralta, Councilmember**
- **Salvador Melendez, Councilmember**
- **Georgina Tamayo, Mayor**

CLOSED SESSION - CONTINUED

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on May 13, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has been posted on or before **Sunday, April 19, 2026, no later than 6:00 p.m.**



Kimberly Guillen, Director of City Clerk Services

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: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **INTRODUCE AND WAIVE FIRST READING OF ORDINANCE NOS. 2487, 2488, 2489, AND 2490, AMENDING PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENT, AND SITE PLAN REVIEW STANDARDS, AND DEMONSTRATING COMPLIANCE WITH STATE HOUSING LAW TO ACHIEVE ADEQUATE SITES FOR THE CITY'S 6TH CYCLE RHNA; ADOPT RESOLUTION NO. 26-30 TERMINATING RFP NO. 23-4; AND APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE COVENANTS AND AGREEMENTS FOR THE PRESERVATION AND PROTECTION OF THE ARMENIAN GENOCIDE MARTYRS MONUMENT AND THE MONTEBELLO SCOUT HOUSE**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Introduce and waive first reading of Ordinance No. 2487, amending Chapter 17.22 titled Commercial Zones Generally of the Montebello Municipal Code ("MMC") to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22; and
2. Introduce and waive first reading of Ordinance No. 2488, amending Title 17 – Zoning of the MMC to establish Chapter 17.21 titled Objective Design Standards, to provide new objective design standards for residential and mixed-use development projects; and
3. Introduce and waive first reading of Ordinance No. 2489, amending Chapter 17.74 titled Site Plan Review of the MMC to update thresholds for when a site plan review is required, and remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application; and

4. Introduce and waive first reading of Ordinance No. 2490, approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029) in accordance with State Housing Law; and
5. Adopt Resolution No. 26-30 terminating Request for Proposals ("RFP") No. 23-4 for strategic master planning services for the Montebello Golf Course and directing community engagement for future actions; and
6. Find and determine that the proposed amendments to Title 17 of the MMC are within the scope of, and consistent with, the 2040 General Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") (State Clearinghouse No.2023050665), certified on April 10, 2024, in compliance with the California Environmental Quality Act ("CEQA"), and
7. Approve and authorize the City Manager to execute the Covenant and Agreement, in a form approved by the City Attorney, for the preservation and protection of the Armenian Genocide Martyrs Monument; and
8. Approve and authorize the City Manager to execute the Covenant and Agreement, in a form approved by the City Attorney, for the preservation and protection of the Montebello Scout House; and
9. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

None of the recommended actions have a fiscal impact. No development is authorized or approved as a result of the actions contemplated herein.

BACKGROUND/DISCUSSION:

On June 22, 2022, the City Council adopted the City's Housing Element (6th Cycle, 2021-2029) and subsequently was certified by the California Department of Housing and Community Development ("HCD") on July 11, 2022.

On April 10, 2024, the City Council adopted the Montebello 2040 General Plan and the Downtown Montebello Specific Plan and certified a Final Environmental Impact Report ("Final EIR") for both documents. The Montebello 2040 General Plan Update establishes the City's long-term vision, goals, and policies to guide future development throughout the City.

As part of an extensive community engagement conducted from October 2020 through February 2024, approximately 31 public outreach activities were held in connection with the 2040 General Plan, Bike Plan, and Downtown Specific Plan. These community engagement efforts included 12 meetings before the decision-making bodies, 19 public workshops/focus group meetings, and two (2) separate surveys. The Montebello 2040 General Plan reflects input received from the community, stakeholders, and all who participated in the process. Through this community-based and collaborative approach, the General Plan has been designed to represent the interests and feedback of the community and to guide Montebello forward with a vision that supports progressive

growth while preserving and enhancing the City's quality of life.

The proposed text code amendments are a matter of citywide importance and are necessary to preserve and protect the public peace, health, safety, and welfare. These amendments serve as a critical implementation tool for the City's Sixth Cycle Housing Element and the Montebello 2040 General Plan by ensuring that adopted goals and policies are realized through corresponding regulatory updates. The amendments advance the City's housing and land use commitments by establishing new zoning classifications consistent with the City's mixed-use standards, codifying Objective Design Standards for residential and mixed-use developments, removing regulatory constraints, streamlining development review processes, and improving consistency with recent State housing legislation. To ensure full alignment with the goals, objectives, and policies of the General Plan and Housing Element, City staff is proposing amendments to the MMC as outlined below.

1. **Chapter 17.22 - *Commercial Zones Generally*:** Add Sections 17.22.220 through 17.22.240 to establish new mixed-use development standards applicable to the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts, along with related updates incorporating mixed-use development provisions into Chapter 17.22.

2. **"New" Chapter 17.21 – *Objective Design Standards*:** Establish a new chapter within the MMC to provide objective design standards for residential and mixed-use development projects.

3. **Chapter 17.74 – *Site Plan Review:*** Update thresholds for when a site plan review is required, remove provisions that allow the combination of multiple discretionary entitlement approvals under a single application, and include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially.

4. **Adequate Sites to Accommodate the Regional Housing Needs Allocation ("RHNA"):** Approve the text amendments to ensure general consistency with the land use designations established by the Montebello 2040 General Plan, specifically the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029).

On October 17, 2025, the City received a Corrective Action Letter from the California Department of Housing and Community Development ("HCD"), Division of Housing Policy Development, regarding the City's implementation of Program 6 (Adequate Sites to Accommodate the RHNA) and Program 11 (Objective Design Standards, Approvals By-Right, and Administrative Approvals), which require the rezoning of adequate sites to address the City's RHNA shortfall.

On November 5, 2025, the City transmitted its formal response to HCD, acknowledging

applicable statutory deadlines and outlining a framework to obtain a one-time, one-year extension from February 2025 to February 2026 to achieve compliance with State Housing Law, consistent with commitments adopted in 2022 and reaffirmed in 2024 through the City Council approval of the 6th Cycle Housing Element and the 2040 General Plan.

On February 10, 2026, the Planning Commission held a duly noticed public hearing to consider proposed amendments to the City's Zoning Code (Title 17 of the Montebello Municipal Code), including revisions to the Zoning Map. Following its independent review and consideration of the staff report and all public testimony, the Planning Commission unanimously adopted Resolution No. 02-26, recommending that City Council adopt Ordinance Nos. 2487, 2488, 2489, 2490 amending various provisions of Title 17, and approve the City's Zoning Map pursuant to City Council Resolution No. 26-09.

On February 25, 2026, the City Council unanimously adopted Resolution No. 26-09 approving the Zoning Map consistent with the General Plan and the 6th Cycle Housing Element.

On April 7, 2026, the City received a subsequent letter from HCD, Division of Housing Policy Development, regarding the City's failure to adopt the required 6th Cycle Housing Element rezonings to accommodate its RHNA and providing notice of a potential violation of State Housing Law (see Attachment I).

As part of the City's ongoing efforts to fulfill its obligations to provide adequate sites to accommodate its Regional Housing Needs Allocation (RHNA) pursuant to Program 6, and to implement Objective Design Standards pursuant to Program 11, the City Council is considering Ordinance Nos. 2487, 2488, 2489, and 2490.

In addition, to promote transparency in the review of any future development proposals on City-owned land, and consistent with City Council direction, City staff will implement a comprehensive community engagement process to ensure meaningful opportunities for public participation. Specifically, Resolution No. 26-30 would require that all future Request for Proposals ("RFP's"), including those initiated by or in coordination with private operators, pertaining to the 118-acre golf course property incorporate a comprehensive community engagement program. This program shall include, but not be limited to, appropriate technical analyses, such as traffic analysis. At a minimum, the community engagement process shall include three (3) publicly noticed outreach meetings. In addition, written notification shall be provided to all property owners and occupants within a 1,000-foot radius of the exterior boundaries of the approximately 118-acre golf course property to ensure broad awareness and opportunity for input.

It is important to note that none of the actions under consideration in this staff report would approve a development project or allow any construction.

ENVIRONMENTAL:

The proposed amendments to Title 17 of the Montebello Municipal Code are consistent

with the 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

The 2040 General Plan includes the City's 6th Cycle Housing Element, which was previously adopted and certified by the California Department of Housing and Community Development and was also analyzed within the Final EIR. The proposed zoning text and map amendments are within the scope of the certified Final EIR and do not result in new or more severe impacts. No further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15168.

ANALYSIS:

Collectively, the proposed zoning text amendments are intended to update Title 17 (Zoning) of the MMC to improve the housing development review process, ensure consistency with the City's General Plan and Housing Element, and maintain compliance with State housing law. These amendments are described in greater detail below.

MIXED- USE STANDARDS (Attachment A)

The Montebello 2040 General Plan encourages mixed-use development as a means to integrate residential, commercial, office, civic, and employment uses in order to reduce vehicle trips and support walkable neighborhoods. Mixed-use development promotes economic development by allowing residential units, commercial uses, and employment opportunities to be located in close proximity. These development patterns support housing opportunities, reduce vehicle miles traveled, and strengthen neighborhood character.

Consistent with the goals and objectives of the Montebello 2040 General Plan, the City Council seeks to establish a flexible zoning framework that allows for high-quality mixed-use development while ensuring compatibility with existing neighborhoods. The intent of the mixed-use regulations is to provide clear development standards, permitted uses, and review procedures to guide future development within the City.

This proposed text amendment would amend Chapter 17.22 (Commercial Zones Generally) of the Montebello Municipal Code to establish mixed-use development standards within the City's C-1 and C-2 commercial zones. The ordinance allows for the integration of residential, commercial, office, civic, and compatible employment uses within a single development. It establishes clear and objective regulations related to permitted and conditionally permitted uses, development intensity, building height, setbacks, parking, open space, and design standards. The mixed-use framework supports both vertical and horizontal development patterns and encourages pedestrian-oriented projects located near transit routes and multimodal corridors. The ordinance also includes incentives for housing development by allowing ministerial review when projects meet established objective design standards.

This ordinance implements the Montebello 2040 General Plan and advances the City's long-term land use, housing, and economic development goals by encouraging infill and redevelopment of underutilized commercial properties, increasing housing opportunities near transit corridors, and supporting local businesses.

The proposed amendments to Chapter 17.22 are set forth in Attachment A, attached hereto and incorporated by reference, with new text shown in underline (example) and deleting the text shown in strikeout (~~example~~).

OBJECTIVE DESIGN STANDARDS (Attachment B)

The State of California has adopted a series of laws to address the ongoing housing crisis and better meet the housing needs of its residents. These laws require cities across California to review and update their residential development and design standards to support faster and more predictable permitting timelines, while still achieving reasonable and high-quality design outcomes. Cities must ensure their local regulations comply with State law and do not unnecessarily hinder the development of housing.

In November 2020, the Southern California Association of Governments ("SCAG") Regional Council approved the 2020 Sustainable Communities Program ("SCP") Housing and Sustainable Development ("HSD") Call for Applications. Through this program, SCAG awarded a Regional Early Action Planning ("REAP") grant to the City of Montebello to evaluate, document, and modernize its multi-unit and mixed-use development standards and permitting processes. This effort is intended to support a greater understanding of how objective development standards can help increase housing production in Los Angeles County and throughout California.

As part of the REAP program, SCAG retained a design and planning consulting firm to develop a custom zoning "toolkit" of objective development standards tailored to the City of Montebello. This toolkit is intended to assist the City in more efficiently adopting new standards into the zoning code and implementing State housing law requirements.

Objective standards are clear, measurable development criteria used by local agencies to regulate new projects. These standards provide certainty for both applicants and the public and are the sole basis on which a local agency may approve, deny, or condition certain housing projects under State law. Establishing objective standards is a key strategy for cities seeking to increase housing production while maintaining compatibility with community character.

The City's commitment to objective standards is reflected in Programs 11 and 12 of the City's 2021–2029 Housing Element. Program 11 calls for the establishment of clear, precise, and objective development standards based on the community's vision, along with a streamlined approval process for projects that comply with those standards. Program 12 further commits the City to simplifying and making the permitting and regulatory review process more predictable in order to reduce development costs and encourage new housing construction.

Consistent with these commitments, staff is proposing a text amendment to Title 17 of the MMC to add Chapter 17.21 – *Objective Design Standards*, which would establish

objective design standards applicable to residential and mixed-use developments. The effort utilizes the guidance of the SCAG objective design standards toolkit and existing standards currently applied by the City, such as the Downtown Montebello Specific Plan requirements for floor area ratio, height, open space, building modulation, frontage, setbacks, and step backs.

For reference, the proposed Ordinance for Chapter 17.21 is set forth in Attachment B.

SITE PLAN REVIEW (Attachment C)

The primary objective of Chapter 17.74 - Site Plan Review ("SPR") is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development. City Staff is proposing several text amendments to Section 17.74.030 – *When Required*, including increasing the thresholds that trigger a site plan review, eliminating language that bundles discretionary entitlements per project, and adding exceptions for qualifying mixed-use and residential projects.

The SPR ordinance was last updated in 1990 and currently requires a site plan review for both commercial and industrial projects involving the construction of five thousand square feet or more of building area, as well as residential projects resulting in three or more dwelling units. The proposed zoning amendment to Section 17.74.030(A) revises the threshold for required site plan reviews in industrial and commercial zoning districts from 5,000 square feet of new construction to 25,000 square feet or more and revises the threshold for residential projects from three or more dwelling units to ten or more dwelling units.

These amendments are intended to better align the level of regulatory review with the scale, complexity, and potential impacts of development. Commercial and industrial projects under 25,000 square feet are generally limited in intensity and are less likely to generate substantial impacts related to traffic, infrastructure demand, environmental effects, or land use compatibility. As such, requiring site plan review for smaller projects may impose unnecessary regulatory burdens without providing a corresponding public benefit. Similarly, increasing the residential threshold from three to ten dwelling units reflects contemporary development patterns and planning objectives. Smaller residential projects such as duplexes, triplexes, and small multi-unit developments, typically have minimal impacts on surrounding neighborhoods and infrastructure and are often consistent with existing zoning standards. Requiring site plan review for projects with as few as three units can create barriers to modest infill development, housing diversity, and the efficient use of urban land. By raising the threshold to ten dwelling units, the City can focus discretionary review on larger residential projects that are more likely to affect neighborhood character, circulation, parking demand, and public services, while streamlining the approval process for smaller-scale housing projects that support local and regional housing goals.

Additionally, Section 17.74.030(A) currently states that a separate site plan review is not required for projects that require approval of a conditional use permit. Staff is proposing that this language be removed from the ordinance, thereby allowing each discretionary entitlement to be processed and approved independently. This change will enable Staff

and decision-makers to make distinct findings for each entitlement, rather than combining multiple approvals under a single application.

Processing discretionary entitlements separately improves clarity, transparency, and consistency in project review. Each type of approval looks at different aspects of a project and has its own standards that must be met. Reviewing them independently allows staff and decision-makers to clearly explain how a project meets each set of requirements, rather than combining multiple approvals into a single decision. This change improves transparency for the public, helps ensure that all applicable standards are properly addressed, and strengthens the overall review process.

Lastly, staff is proposing to add Section 17.74.030(B) to include an exception in the site plan review standards that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially, rather than through the discretionary site plan review process, when at least 20 percent of the residential units are reserved for low-income households.

This exception is intended to support the development of affordable housing by reducing review time and cost. State housing laws increasingly encourage or require streamlined, ministerial approval processes for housing projects that meet objective development standards and include affordable units. By allowing qualifying projects to proceed through ministerial review, the City is aligning its local regulations with state housing policies, reducing barriers to affordable housing development, and supporting regional and statewide housing production goals.

Projects eligible for this exception would still be required to comply with all applicable zoning, design, and development standards, ensuring compatibility with surrounding areas while advancing housing affordability and equity objectives.

The proposed amendments to Chapter 17.74 are set forth in Attachment C, attached hereto and incorporated by reference, with new text shown in underline (<u>example</u>) and deleting the text shown in strikeout (~~example~~).

ADEQUATE SITES TO ACCOMMODATE THE RHNA (Attachment D)

Prior to the adoption of the Montebello 2040 General Plan Update, the City's General Plan was last updated in 1973, which was also the last time the City's zoning designations were substantially revised.

In alignment with the proposed zoning text amendments, the City Council adopted Resolution No. 26-09 on February 25, 2026, approving the current Zoning Map. The proposed zoning amendments are based on the following criteria:

- To ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element; and

- To correct parcels that are incorrectly zoned, thereby aligning zoning designations with surrounding land use patterns and current development standards.

Consistent with the proposed mixed-use development standards and objective design standards, the zoning amendments would allow mixed-use development within the C-1 (Neighborhood Commercial) and C-2 (General Commercial) zoning districts. These changes focus on the City's primary commercial corridors, including Montebello Boulevard, Beverly Boulevard, Whittier Boulevard, Washington Boulevard, and Garfield Avenue.

A central objective of the Montebello 2040 General Plan is to preserve and stabilize established residential neighborhoods while directing growth toward key commercial corridors. The proposed amendments ensure consistency with the General Plan land use framework and the opportunity sites identified in the City's Housing Element, in accordance with State Housing Law. For reference, the proposed ordinance to accommodate adequate sites for Montebello's 6th Cycle RHNA is provided in Attachment D.

GENERAL PLAN CONSISTENCY

The proposed Zoning Code amendments are consistent with and meet the goals and policies of the City of Montebello 2040 General Plan. The General Plan emphasizes directing growth to established corridors and neighborhoods through compact, infill development and mixed-use land uses. Policies within *"Our Prosperous Community"* chapter (Policies P2.2, P2.6, P2.7) support corridor-focused development, urban infill, and compact development patterns while preserving and enhancing existing industrial areas to meet current and future needs. The proposed zoning updates align with these policies by allowing increased density and flexibility within designated corridors and neighborhood land use areas, while maintaining protection for existing sites. Additionally, policies within *"Our Well-Planned Community"* chapter (Policies P3.3, P3.4, and P3.6) promote revitalization of established neighborhoods and corridors, encourage the development of diverse and walkable neighborhoods, and support the preservation and expansion of industrial districts.

Although approval of the proposed amendments will bring the majority of identified parcels into alignment with the City's General Plan, with an emphasis on rezoning those sites identified in the City's 6th Cycle Housing Element, the General Plan is not intended to function as a universal solution for every neighborhood. The General Plan does not function as a regulatory document; rather, it provides a vision with goals and policies. As implementation moves forward and additional site-specific and neighborhood-level conditions are evaluated, some parcels may remain inconsistent with the adopted designations. Staff will continue to evaluate those parcels on a case-by-case basis and may be considered for future General Plan designation amendments and/or rezoning to ensure the City's land use policies remain responsive, context-sensitive, and consistent with long-term planning objectives.

Collectively, these policies support the proposed Text Code Amendments, that are consistent with and support the Montebello 2040 General Plan by advancing the City's

adopted goals, objectives, and future vision for growth and development. The proposed amendments all align with applicable land use objectives, ensuring that future development is compatible with the future goals of the City and maintain consistency with the General Plan's framework.

The following General Plan goals and policies apply to the proposed Text Code Amendments within Title 17 of the Montebello Municipal Code:

General Plan "Our Prosperous Community" Element policy 2 (P2.2) "*Promote corridor development."*

General Plan "Our Prosperous Community" Element policy 2 (P2.6) "*Preserve and enhance industrial areas."*

General Plan "Our Prosperous Community" Element policy 2 (P2.7) "*Encourage urban infill and compact development."*

General Plan "Our Well-Planned Community" Element policy 3 (P3.3) *"Revitalize established neighborhoods and corridors".*

General Plan "Our Well-Planned Community" Element policy 3 (P3.4*) "New development will create diverse and walkable neighborhood".*

General Plan "Our Well-Planned Community" Element policy 3 (P3.6) *"Preserve and enhance the industrial district while retaining and expanding existing businesses".*

SUMMARY:

The proposed text amendments to the Zoning Code are consistent with the Montebello 2040 General Plan and the City's Housing Element, as they implement policies that promote mixed-use development, establish objective design standards, and ensure consistency between zoning regulations and General Plan land use designations.

Staff recommends that the City Council introduce and waive first reading of Ordinance Nos. 2487, 2488, 2489, and 2490, amending provisions of Title 17 (Zoning) of the City of Montebello Municipal Code. The proposed Zoning Code amendments include the establishment of new mixed-use development standards, the adoption of objective design standards for residential and mixed-use developments, and revisions to the existing site plan review standards. Collectively, these amendments are intended to implement the goals, policies, and programs of the City's General Plan and Housing Element in accordance with State Housing Law.

ATTACHMENT(S)

1. Attachment A - Ordinance 2487_Mixed-Use Development Standards
2. Attachment B -Ordinance 2488_ Objective Design Standards
3. Attachment C - Ordinance 2489_Site Plan Review Standards
4. Attachment D - Ordinance 2490- Sites to meet RHNA

5. Attachment E - Executed Planning Commission Resolution No. 02-26
6. Attachment F - Resolution_ Terminating RFP 23-4
7. Attachment G_Covenant and Agreement_Armenian Genocide Martyrs Monument
8. Attachment H_Covenant and Agreement_Scout House Preservation
9. Attachment I_HCD Transmittals and City Response

ATTACHMENT A

ORDINANCE NO. 2487

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 17.22 COMMERCIAL ZONES GENERALLY TO INCLUDE MIXED USE DEVELOPMENT STANDARDS

WHEREAS, the City of Montebello is a general law city organized and existing under the laws of the State of California; and

WHEREAS, Title 17 of the Montebello Municipal Code establishes zoning regulation to implement the City of Montebello General Plan; and

WHEREAS, the City of Montebello General Plan encourages compact, pedestrian oriented development that integrates residential, commercial, civic and employment uses; and

WHEREAS, mixed-use development promotes efficient land uses, economic vitality, housing opportunities, reduced vehicle trips, and enhanced community character; and

WHEREAS, the General Plan encourages mixed–use development to integrate residential, commercial, office, civic, and employment uses to reduce vehicle trips and support walkable neighborhoods; and

WHEREAS, mixed-use development promotes economic development by encouraging residential units with commercial uses and employment opportunities within close proximity to residential areas; and

WHEREAS, the mixed-use is intended to provide clear development standards, permitted uses, and review procedures to guide future development; and

WHEREAS, the City Council desires to provide a flexible zoning framework that allows for high quality development while ensuring compatibility with existing neighborhoods; and

WHEREAS, the City Council finds that establishing mixed-use standards is consistent with the goals and policies of the Montebello General Plan and the public health, safety, and welfare; and

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

SECTION 1. RECITALS. The above recitals are true and correct and made a part of the findings in support of this Ordinance.

SECTION 2. FINDINGS. The City Council hereby finds that this Ordinance is consistent with the City's General Plan ensuring compatibility between the different land uses operating within the designated mixed-use areas. The mixed-use standards are intended to implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment, infill development, and the revitalization within downtown, corridors, and neighborhoods.

SECTION 3. Chapter 17.22 of the Montebello Municipal Code is hereby amended in its entirety to read as follows (new language is underlined, while removed language is ~~stricken~~):

Chapter 17.22 COMMERCIAL ZONES GENERALLY

17.22.010 Scope.

The following regulations shall be applicable to all properties and uses on any commercial (C) zone. The mixed-use sections shall apply to the C-1 and C-2 zones as described in section 17.22.220.

17.22.020 Development standards—Lot area, width and depth.

Exhibit 17.22.020 Commercial Development Standards, not applicable to mixed-use or standalone residential development projects.

EXHIBIT 17.22.020

COMMERCIAL DEVELOPMENT STANDARDS

Zone	Minimum Lot			Maximum		
	Area	Width	Depth	Building Height	Floor Area Ratio	Lot Coverage
C-R	5,000 sq. ft.	50 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	0.5:1	60%

C-1	5,000 sq. ft.	50 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	1:1	Unlimited except for required yard areas
C-2	2,500 sq. ft.	25 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	3:1	Unlimited except for required yard areas
C-M	7,500 sq. ft.	25 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	2:1	Unlimited except for required yard areas

17.22.030 Off-street parking and loading.

In addition to the following regulations, each lot or parcel of land in the C zones shall have and maintain off-street parking as prescribed in Chapter 17.52 of this code, Off-Street Parking Regulations. Any use with a gross floor area over six thousand square feet which requires deliveries or shipments must provide off-street loading facilities in accordance with the following requirements:

A. Required Spaces. Off-street loading spaces shall be provided on the same lot with every building or separate occupancy as follows:

Gross Floor Area (square feet)	Required Spaces
6001 — 10,000	1
10,001 — 20,000	2
20,001 — 50,000	3
50,001 — 100,000	4
100,001 — 200,000	5
Each additional 100,000, or fraction thereof	1

B. Size. Each off-street loading space shall be not less than twelve feet in width and thirty feet in length and fifteen feet in height. Uses requiring four or more spaces shall have one quarter (twenty-five percent) of the spaces with a minimum width of fourteen feet and a minimum length of sixty feet.

C. Location. Off-street loading facilities shall be located so that vehicles shall not extend on to public sidewalks or streets or required driveways in the course of loading or unloading goods.

17.22.040 Development standards—Trash areas.

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

A. Such facilities may be located within a building, or, if in the open, shall be enclosed by a masonry wall architecturally compatible with the main building and including a solid gate.

B. Where bulk-type trash containers are used, the same shall be fitted with rubber wheels for ease of movement.

C. All trash, rubbish and garbage receptacles and surrounding areas shall be regularly cleaned and maintained.

D. All containers shall be of substantial construction and provided with tight-fitting lids.

E. All trash storage areas shall be located for convenient vehicular access for pickup and disposal.

F. Trash areas in setbacks abutting residential zones are prohibited.

17.22.050 Development standards—Mechanical equipment, utilities or satellite dishes.

Each lot or parcel which has mechanical equipment or utilities or similar machinery located outside of the exterior walls of any building (except window-mounted devices), including roof-mounted equipment, shall:

A. Completely screen all such devices from view from any public right-of-way or adjacent residential uses by either view-obscuring landscaping, or architectural features compatible with the main structure(s);

B. Maintain all such devices to prevent collection of litter and to avoid unnecessary noise.

17.22.060 Development standards—Signs.

Signs shall be in compliance with Chapter 17.62 of this code.

17.22.070 Development standards—Storage.

Storage shall be limited to accessory storage of commodities sold at retail or utilized in the conduct of a permitted use which is located on the premises. Storage must be within a completely enclosed building, except that vehicles and equipment used in the operation of a permitted use may be stored outdoors on the premises in the C-M zone.

17.22.080 Development standards—Setbacks, buffering and screening.

A. Minimum setbacks are shown on Exhibit 17.22.080 (A), Setback Requirements for Commercial Zones.

B. Landscaping is required throughout all required setbacks which abut residential property and throughout all other setbacks and open areas which are visible from the public street right-of-way unless used for parking, access or loading.

C. A solid wall or decorative building facade must be constructed along all property lines abutting residential property. Such fences or walls must be a minimum of six feet in height. Any solid fence which is constructed within twenty feet of a street right-of-way may not exceed three feet in height.

D. All fences or walls shall be of materials and design architecturally compatible with the main building.

E. There shall be no height limit on fences or walls on commercial properties adjacent to residential properties except where the property is adjacent to a residentially-zoned front yard, the fence or wall shall be no more than three feet in height.

F. 1. If there is a common side or rear lot with residentially-zoned property, the commercially-zoned property must have a solid decorative (on both sides) wall. A wall shall be considered decorative if it incorporates architectural variation on its surface. That is, every six feet the materials or patterns of the wall shall vary.

2. In addition, the facade of such wall which faces the residential property shall be of a material as described in Section 17.10.130 (D).

EXHIBIT 17.22.080 (a)

SETBACK REQUIREMENTS FOR COMMERCIAL ZONES

From Lot Line	Minimum Setback*

Front	5 feet; 0 feet with a decorative facade.
	10 feet if abutting an R-zone.
	20 feet in C-R if side abuts an R-zone.
Side	5 feet (15 feet if abutting R-zone); or
	0 feet if no windows or doors (and decorative if abutting an R-zone).
	5 feet minimum in first 20 feet back from the street if abutting an R-zone and has a decorative facade.
	5 feet in C-R if abutting R-zone.
Side Facing Street	5 feet; or 0 feet if decorative facade;
	10 feet if C-R or if reverse corner lot abutting R-zone.
Rear	5 feet (15 feet if abutting R-zone); or
	0 feet if no windows or doors (and decorative if abutting R-zone).
	5 feet minimum in first 20 feet back from street if a reverse corner lot abutting an R-zone and has a decorative facade.

* Note: The required yard setback shall be increased to twenty feet for any yard where the driveway enters.

17.22.090 Development standards—Landscaping.

A. Landscaping shall consist of a combination of trees, groundcover and shrubbery to adequately cover all designated landscaped areas when installed. Plant materials shall cover the designated planting areas from the outset.

   1. Shrubs shall be not less than three feet in height when planted and cover not less than thirty percent of the landscaped area.

   2. Trees shall be planted at a rate of one tree for each twenty linear feet of landscaped area (excluding parking lots). Trees shall be at least six feet in height from the ground to the lowest limb at the time of planting and shall attain a mature overall height of at least fifteen feet. Of each five required trees, one shall be at least fifteen feet in overall height when planted.

B. All landscaping shall be maintained in a neat, clean and healthful manner. To that end, each landscaped area shall be provided with a permanent, underground, automated irrigation system.

C. Nonliving material shall not be substituted for required landscaping, except that decorative rocks or stones may be substituted for groundcover where trees and shrubbery are sufficiently dense, (that is, cover at least seventy percent of the landscape area when planted).

D. A landscape plan (including plans for a permanent underground automated irrigation system) shall be submitted with the site plan for all commercial development. All landscaping and trees shall be approved by the city planning division, and installed prior to the issuance of a certificate of occupancy.

E. 1. Where a parking lot is visible from a public street, and lies within fifty feet of that street right-of-way, a five-foot deep landscape strip shall be developed adjacent to the street right-of-way in front of the parking lot.

2. In addition, if more than ten automobile parking spaces exist on a C-zoned lot or parcel of land, trees shall be provided internally in the lot in the amount of one tree for each ten parking spaces. The trees shall be at least six feet in height from the ground to the lowest limb at the time of planting and shall attain an overall height at maturity of at least fifteen feet.

F. All landscaping provided in conjunction with the development of parking facilities serving commercially-zoned properties shall be surrounded by a continuous six-inch concrete curb.

17.22.100 Development standards—Building materials.

A. A building facade shall be considered decorative if it incorporates architectural variations on its surface. That is, for every six feet in height, an additional surface material or color shall be used.

B. Metal buildings are prohibited (except for emergency equipment and supply shelters).

C. Fence materials shall be wrought iron, slump stone, split-face rock, brick, stucco or a similar material as approved by the planning division. (Chain link fencing and nondecorative masonry walls are permitted except where visible from and parallel to public streets or along property lines that adjoin residential property).

D. Security gates or grills are prohibited on the exterior of windows, doors or other entry ways visible from the public right-of-way.

E. All exterior building materials are subject to review by the planning division.

17.22.105 Development standards—Color.

A. The purposes of this section are to establish exterior color standards for structures in the commercial zone to ensure that such structures (except those structures used solely for residential purposes) remain compatible and consistent with surrounding development and the desired character of the community, to promote a positive and attractive business environment in the city and to implement the goals and policies of the city's design guidelines. Providing for exterior color standards will create a sense of aesthetic harmony and encourage higher quality development, therefore improving the quality of life and overall image of the city. For purpose of this section, the term "structures" shall refer solely to the following: buildings, accessory buildings, and fences.

B. Consistent with the city of Montebello's design guidelines for commercial development, the primary body color of the exterior of a structure in the commercial zone shall be painted or colored in earth tones and neutral colors. Examples of earth tone or neutral colors include off-whites, siennas, light greys, beiges, tans, browns or other similarly subdued tones, shades, or colors. When choosing exterior colors, consideration shall be given to the color of other structures nearby, with the objective being that the exterior colors of adjacent or surrounding structures complement one another.

C. While earth tones and neutral colors shall serve as the dominant overall primary body color of the exterior of a structure within the commercial zone, brighter colors may be used to accent other structural elements such as doors, window frames and other architectural features. Neon colored paint shall not be allowed on any structure. Such brighter colors and the placement of such brighter colors shall complement the primary body color of the structure as well as highlight decorative details, such as ornaments, trims, fascias, inlays, tile, ironworks, awnings and other architectural features of the structure.

D. These color standards shall apply to the color of new structures in the commercial zone as well as the re-painting and color of existing structures in the commercial zone. For purposes of this section, "existing structures" shall mean any structure (whether occupied or vacant) located in the commercial zone which is built and in existence prior to the effective date of this section of the zoning code.

E. Any property owner or designated representative of the owner of any existing structure in the commercial zone whose existing exterior color(s) do not comply with the color standards set forth herein at the time this section becomes effective shall have eighteen months from the effective date of this section to comply with the provisions herein. Moreover, if an existing structure in the commercial zone is re-painted after this section becomes effective and the color(s) used do not conform to these color standards, it shall be subject to code enforcement for compliance.

F. Exterior Colors—Existing Structures.

1. Permits shall be required to re-paint the exterior of any existing structure in the commercial zone, provided that no fee shall be charged by the city of Montebello for processing or obtaining the permit. In order to obtain the permit to re-paint the existing structure, the property owner or designated representative of the owner of any existing structure in the commercial zone shall submit the proposed exterior color plan to the city's planning division in order to determine if the color plan complies with the color standards set forth herein. For purpose of this section, the terms "exterior color plan," "color plan" or "color plans" shall all refer to any document or rendering describing or depicting the exterior colors to be used on the structure, including but not limited to, a color and materials board or exterior paint color samples. A good faith effort in achieving color compatibility and harmony with adjacent structures is required by all applicants. The planning division shall review and make a determination regarding the proposed color plan. If the color plan is approved by the planning division, a permit shall thereafter be issued to the property owner or designated representative of the

owner of the existing structure. If the color plan is not approved by the planning division, the matter may be appealed to the design review board with no fee assessed upon the applicant for purpose of the appeal. As part of the appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. The design review board shall review appeals and approve, approve with conditions, or deny the proposed color plans. The decision of the design review board is final.

2. With respect to administrative projects other than re-painting of existing structures in the commercial zone, the exterior color plans shall be reviewed by the planning division for compliance with the color standards herein. Any property owner or designated agent of the owner of an existing structure in the commercial zone objecting to a determination or disapproval of the exterior color plans by the planning division may appeal the matter to the design review board. No fee shall be assessed upon the applicant for purpose of the appeal. As part of the appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. The design review board shall review appeals and approve, approve with conditions, or deny the proposed color plans of the existing structure in the commercial zone. The decision of the design review board shall be final.

3. With respect to discretionary projects (or projects requiring planning commission or city council review) involving existing structures in the commercial zone, the exterior color plans shall be reviewed by the design review board for compliance with the color standards herein. Any property owner or designated agent of the owner of an existing structure in the commercial zone objecting to a determination or disapproval of the exterior color plan by the design review board may appeal the matter to the city council and pay the requisite fee for the appeal. As part of the appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. The city council shall review appeals and approve, approve with conditions, or deny the proposed color plans of the existing structure in the commercial zone. The decision of the city council shall be final.

G. Exterior Colors—New Structures.

1. Exterior colors to be used on new structures in the commercial zone shall be reviewed either by the planning division or the design review board as part of its general review process for administrative or discretionary projects. Exterior color review shall be required upon request for any permit or other type of building or land use entitlement required by this code with respect to the construction or development of any new structure in the commercial zone. Proposed color plans shall be provided by the applicant as required by the planning division or the design review board. A good faith effort in achieving color compatibility and harmony with adjacent structures is required of all applicants.

2. With respect to administrative projects, the planning division shall review the proposed color plans. Any applicant objecting to a determination or disapproval of the exterior color plans by the planning division may appeal the matter to design review board with no fee assessed upon the applicant for purpose of the appeal. For purpose of appeal, the applicant may provide a written explanation describing why the proposed color plan is required or that no other alternative color scheme can be employed. With respect to discretionary projects, the planning division shall present the exterior color plans to the design review board. The design review board shall review the proposed color plans and determine compliance with the color standards herein. In reviewing the proposed color plans, the design review board can approve, approve with conditions, or deny the proposed color plans. If the proposed color plans are not approved by the design review board, the applicant can modify the proposed color plans and resubmit them to the design review board, or appeal the matter to the city council within fourteen days of the design review board's action, or the next city council meeting, whichever is sooner. The decision of the city council regarding the appeal of the design review board's determination shall be final.

17.22.110 Development standards—Noise.

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

Adjacent Zone	Maximum Noise Level: 7 a.m. to 10 p.m.	Maximum Noise Level: 10 p.m. to 7 a.m.
Residential	65 dBA	60 dBA
Commercial	70 dBA	70 dBA
Industrial	75 dBA	75 dBA

2. Every use in the C-R and C-1 zones shall be so operated that the noise inherently and recurrently generated does not exceed sixty dBA between seven a.m. and nine p.m. and fifty-five dBA between ten p.m. and seven a.m. when adjacent to a residential zone.

B. It is unlawful for any person or any property to create any noise, or to allow the creation of any noise on property owned, leased, occupied or otherwise controlled by such person, which causes the noise level when measured on any other property, to exceed:

1. The noise standard for a cumulative period of more than thirty minutes in any hour; or

2. The noise standard plus five dBA for cumulative period of more than fifteen minutes in any hour; or

3. The noise standard plus ten dBA for a cumulative period of more than five minutes in any hour; or

4. The noise standard plus fifteen dBA for a cumulative period of more than one minute in any hour; or

5. The noise standard plus twenty dBA for any period of time.

C. For the purpose hereof, the peak decibel reading for a noise with a fluctuating noise level (such as live or recorded music) shall be considered as noise level for the entire cumulative period of the noise. Likewise, the time between repetitive intermittent noises (such as banging, pounding, or hammering) shall be included in the cumulative period of the noise.

17.22.120 Limitations on permitted uses—Enclosure.

All uses, including storage, shall be in a completely enclosed building, except as otherwise permitted in this chapter.

17.22.130 Limitations on permitted uses—Sales uses.

All permitted sales shall be limited to retail sales only (C-1 and C-2 only).

17.22.140 Limitations on permitted uses—Storage of certain materials.

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

17.22.150 Limitations on permitted uses—Outdoor sales areas.

Permitted outdoor sales areas shall be improved and maintained to comply with all of the regulations of Chapter 17.52 of this code for the improvement and maintenance of off-street parking areas. All permitted outdoor sales and/or display areas visible from the public right-of-way shall be separated from the public right-of-way by a minimum of a ten-foot wide landscape planter located adjacent to the street facing property lines. In addition a minimum of five percent of such lot area used for outdoor sales or display shall be landscaped in accordance with Section 17.22.090 of this code.

17.22.160 Limitations on permitted uses—Temporary uses.

Those temporary uses permitted pursuant to Appendix A, Index of Permitted Uses and to Chapter 12.16 of this code, temporary uses.

17.22.170 Limitations on permitted uses—Conditional uses.

Those conditional uses permitted pursuant to Appendix A, Index of Permitted Uses. (See Chapter 17.70 of this code, Conditional Use Permits.)

17.22.180 Limitations on permitted uses—Civic center district.

All plans for buildings or structures, other than single-family residential units, proposed to be located upon properties included in the district, shall be submitted to the planning commission and city council for review and approval prior to the issuance of a building permit. (See Chapter 17.40 of this code.)

17.22.190 Limitations on permitted uses—Extended hours permits.

A. In the general commercial zone, restaurants may stay open between twelve a.m. and seven a.m. only with an extended hours permit. In the C-1 zone, take-out food establishments may stay open between nine p.m. and seven a.m. only with an extended hours permit.

B. An application for an extended hours permit must be made by the person intending to operate the restaurant in question. The application must be signed by the restaurant operator and must be filed with the city license collector using a standardized form containing the following information:

1. The address of the restaurant for which the application is being submitted;
2. The name and address of the owner(s), partners, officers or directors of the business;
3. The name and address of the applicant;
4. The intended hours of operation;
5. The name and address of any person in charge of the business during the hours between twelve a.m. and seven a.m.

C. 1. Upon receipt of an application for an extended hours permit, the license collector shall forward the application to the special services officer who will initiate a request for an investigation of the applicant, the business, and the neighborhood by the police department.

2. Within thirty days from receipt of the application, the special services officer will issue the permit if it can be found that:

a. The application is complete and in proper form and all information provided is accurate and true;

b. The proposed extended hours of operation will not create a public nuisance infringing on the peace and safety of nearby businesses and residents;

c. That the extended hours of operation do not conflict with any state or local law, ordinance or existing permit.

2. If the special services officer cannot make one or more of the findings stated in subdivision 1 of this subsection, the permit request cannot be approved. In such case, the applicant may request a city council hearing on the application.

Pending testimony at a public hearing before the city council, the council may issue the permit and may impose special conditions on the permit.

D. Extended hours permits are not transferable.

E. Extended hours permits must be renewed on an annual basis. An application form as described must be completed and submitted with the annual business license. The license collector will forward the application to the special services officer to be reviewed for changes or problems which may have occurred during the previous year. Within thirty days, the special services officer will either issue the permit renewal or inform the applicant by certified mail that the permit has been denied.

F. At any time that it becomes apparent to the special services officer or to the chief of police that an existing permit is in violation of one or more findings stated herein, a hearing before the city council may be scheduled. Pending public testimony, the city council may revoke, suspend, or place special conditions on the permit in question. In no case shall the city council revoke or place permanent special conditions on a permit without a public hearing. However, the city council may suspend or place temporary conditions on a permit at any time. Notice of such suspension must be given to the applicant by certified mail within five days after the city council action.

17.22.200 Limitations on permitted uses—Motels and hotels.

Motels and hotels are permitted in the C-2 and C-M zones, provided the following conditions are met:

A. All motel/hotel projects shall have a minimum of forty units;

B. The site for a motel or hotel development must be at least three hundred feet away from residentially-zoned property;

C. A motel or hotel may not be rented for a single period less than twenty-four hours nor more than thirty days;

D. Each motel or hotel unit must be at least two hundred twenty-five square feet in size including the restroom and shall provide the following amenities: telephone, television, wall-to-wall carpeting;

E. Motel and hotel sites shall provide a ten-foot-wide landscape strip along all street frontages; and

F. All facades of motel and hotel buildings shall be decorative, using three or more different surface materials, textures and colors.

17.22.210 Issuance of building permits for lots abutting a narrow street.

No building permit shall be issued for the construction, reconstruction or relocation of any building or structure to be located on any lot in this zone, abutting upon a street having a lesser width than established by resolution of the city council unless the following requirements are complied with:

A. Dedication of Street Right-of-Way. When the building permit valuation is fifteen thousand dollars or more, the owner of such lot shall make a formal offer of dedication to the city for public street purposes, and all appurtenant uses, of a

depth equal to one-half of the width of the street as described by resolution of the city council.

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

C. Off-Site Improvements. When the building permit valuation is seven thousand five hundred dollars, any building permit shall be subject to provide improvements for curb, gutter and sidewalk in compliance with Section 15.04.070.

17.22.220 Mixed- Use Development Standards – Purpose and Intent

The purpose of this Chapter is to ensure compatibility between the different land uses operating within the designated mixed-use areas. The mixed-use standards are intended to implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment. The requirements of this Chapter shall apply to establish regulations for mixed-use housing opportunities in the City of Montebello (the “City”).

A. Mixed-use development in the C-1 Zone is intended for predominantly residential areas in proximity to bus routes and multi-modal corridors. The C-1 Zone permits horizontal and vertical mixed- use appropriately scaled for adjacent neighborhoods.

B. Mixed-use development in the C-2 Zone is intended to accommodate the highest-intensity activity centers in proximity to bus routes and multimodal corridors. The C-2 Zone permits both horizontal and vertical mixed-use development at a scale appropriate for high-intensity uses that benefit from transit access and pedestrian activity.

17.22.230 Permitted uses in Mixed-Use Zone

A. Permitted uses.

In addition to Appendix A- INDEX OF PRIMARY USES, Table 17.22.230 lists the permitted uses and conditionally permitted land uses for the mixed- use developments in the C-1 and C-2 zoned lots indicating the type of approval required to comply with all provisions of this title.

a. Use not listed. When a use is not specifically listed in Table 17.22.230, the Planning and Community Development Director or his/her designees, shall have the authority to determine whether the proposed use is permitted based on the finding that the use is similar to, and no more detrimental than, those permitted in the zone, Uses not listed, or otherwise determined by the Planning and Community Development Director or his/her designee to be permitted, are prohibited.

B. Permit requirements.

a. Permitted uses subject to compliance with all applicable provisions of the Montebello Municipal Code, and in compliance with the Mixed-Use Development Standards pursuant to Chapter 17.22 are shown as "P" uses in the tables. Uses shown as "P" will be subject to ministerial review based on the objective design standards in Chapter 17.22 of the Montebello Municipal Code.

b. Uses allowed subject to the approval of a Conditional Use Permit in compliance with Montebello Municipal Code Chapter 17.70, and shown as "CUP" uses in the table.

c. Not allowed in a particular zone and shown as a "——" in the tables.

Table 17.22.230: Permitted uses for Mixed-use projects

		C-1	C-2
1	**Commerce, Manufacturing, Processing**		
	Artisan/craft manufacturing, commercial kitchen printing and publishing	P	P
	Research and Development	P	P
	Warehouse and Distribution	——	——
	Personal storage facility	——	——
	Makers Space	P	P
2	**Retail**		
	Supermarket, home improvement center	P	P
	Neighborhood market, pharmacy	P	P
	Restaurants	P	P
	Retail businesses	P	P
	Retail Pop-Ups	P	P
	Restaurant with dancing, live entertainment, craft brewery and winery (including retail sales), nightclub	CUP	CUP
	Medical Marijuana cultivation, manufacturing, sales, delivery, and distribution	——	——
3	**Services**		
	Personal Services: Personal Services, such as barber and beauty shops, dry cleaning pick-up stores, home electronics and small appliance repair, nail shops - manicure, pedicure, and tailors	P	P
	Personal Services (restricted): Banquet facility/catering, accessory massage (licensed, therapeutic, and in conjunction with primary businesses such as day spa, beauty salon, barber shop or similar uses) and tanning salons	CUP	CUP
	Professional Services: Includes professional offices for banks, commercial art and design, counseling services, scientific and research organizations, media	P	P

	post production and news services, urgent care clinic, and medical clinic (doctor, dentist)		
4	**Accessory Commercial Uses**		
	Drive-through facility	———	———
	Incidental entertainment	P	P
	Outdoor cafe (Dining)	P	P
	Outdoor display	CUP	CUP
	Outdoor storage	———	CUP
5	**Automobile related**		
	Vehicle Sales and associated vehicle service and parts	———	CUP
	Vehicle parts, maintenance, or repair, detailing, painting, service stations	———	———
	Drive-through establishments including car wash	———	———
6	**Utility, Transportation**		
	Mobility hub	P	P
	Parking facility (public or commercial)	P	P
	Utility Facilities and Infrastructure	———	CUP
	Wireless telecommunication facility	CUP	CUP
7	**Residential Uses**		
	Dwelling, single-family attached	———	———
	Dwelling, multi-family	P	P
	Live/work Unit	P	P
	Transitional housing	P	P
	Emergency shelter	———	———
	Lodging: Hotel, B&B inn	CUP	CUP
8	**Accessory Residential Uses**		
	Accessory dwelling unit	P	P
	Home occupation	P	P
9	**Recreation, Education, Public Assembly**		
	Museums, art galleries, and libraries	P	P
	Athletic club/gymnasium, religious facility, and recreational centers	CUP	CUP
	Open Space	P	P
	Studios for arts, dance, music, martial arts	P	P
	Health/fitness facility	CUP	CUP
	Community garden	P	P
	School, public	P	P
	School, private (trade schools, colleges)	CUP	CUP
	Theater, cinema, performing arts, outdoor community events	CUP	CUP
	Art lounges or theaters with alcohol sales	CUP	CUP
	Recreation, entertainment uses	CUP	CUP
	Bowling alleys, billiards parlors, indoor racquetball/pickleball courts.	CUP	CUP
	Farmers market, certified	P	P
10	**Other Uses**		

	Alcohol sales (on-and off-sale outlets)	CUP	CUP
	Vending machine (regular and reverse)	P	P
	Secondhand stores	———	———
	Day care center — child	CUP	CUP

17.22.240 Development Standards- Mixed-Use Zone

Development Standards- Table 17.22.240 contains development standards applicable to the C-1 and C-2 zones. The standards are intended to assist property owners and project designers in understanding the city's minimum requirement and expectations for high quality development. The following applies to the requirements of Table 17.22.240.

A . Minimum and Maximum Density. The minimum and maximum density standards are appliable to developments that include residential uses.

B. Intended use. Intended use is established the primary focus for development maximizing the land use intent.

C. Accessory Structures. Include parking structures, trash enclosures and similar supporting structures.

Refer to Table 17.22.240, Mixed-Use Zone Development Standards, for specification not shown here.

Table 17.22.240: Development Standards for Mixed - Use Zone

Development Standards	C-1	C-2
Density		
Minimum	20 du/ac	25 du/ac
Maximum	40 du/ac	60 du/ac
Floor Area Ratio		
Minimum	0.3 FAR	0.3 FAR
Maximum	2.00 FAR	3.0 FAR
Intended use		
Use Type	Neighborhood with residential horizontal or vertical	Commercial/ retail with vertical residential development or residential horizontal or vertical
	Minimum 50% of square footage in mixed-use development to be residential	Minimum 50% of square footage in mixed-use development to be residential
Maximum Height		
Main structure	50 feet	60 feet
Accessory Structures	25 feet, excluding parking structures	
Setbacks		

Front	Minimum: 10 feet Maximum: 20 feet	Minimum: 0 feet Maximum: 5 feet
	If abutting residential refer to setback requirement Exhibit 17.22.080	
Side Facing Street	Minimum: 0 feet Maximum: 5 feet	Minimum: 0 feet Maximum: 5 feet
Rear	Minimum: 10 feet Maximum: 20 feet	Minimum: 10 feet Maximum: 20 feet
	If abutting residential refer to setback requirement Exhibit 17.22.080	
Side	Minimum: 0 feet Maximum: 5 feet	Minimum: 0 feet Maximum: 5 feet
	If abutting residential refer to setback requirement Exhibit 17.22.080	
Accessory Structures	Front: 10 feet Side/ Rear: 5 feet	Front: 10 feet Side/ Rear: 0 feet
Open Space		
Open space types include: Side yard, Courtyard, back yard, Roof deck	Minimum Area: 15% of total lot area Minimum dimensions: 20 ft by 20 ft	
Parking		
Stand- Alone uses	Off street parking shall conform to Exhibit 17.52.050	
Residential Mixed- Use	Residential: 1 space per unit Office/ Retail: 1 space per 300 gross s.f. of building area Live / Work: 1 space per unit; 1 per every 400 gross s.f. Restaurants, Cafes, or similar: 1 space per 200 gross s.f A parking reduction based upon low parking demand may be allowed upon the approval of a Low Demand parking Reduction Agreement by the City.	
Landscaping		
Setback areas	100% landscaped (except walkways and driveways)	

D. Building setback requirement. Buildings utilizing the mixed- use standards in the C-1 or C-2 zoned parcels shall provide a transition for height. Tall elements of the building shall increasingly step back after the second floor adjacent to single-family zones. Every 3 feet over 25 feet, the setback shall increase by three feet.

E. Building frontage. New buildings are to be located in close proximity to the street for an improved relationship to the street and pedestrians.

F. Residential and mixed- use projects that provide a minimum of 20% affordable units may be subject to an administrative review plan approval in accordance with the City's approved objective design standards.

SECTION 4 . (CEQA)

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance to establish mixed-use development standards to ensure consistency with the goals and policies established by the Montebello 2040 General Plan does not have the potential to degrade the quality of the environment or have a significant effect on the environment. The proposed text amendment is consistent with the 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

SECTION 5. 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 6. EFFECTIVE DATE

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

SECTION 7. PUBLICATION

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

PASSED, APPROVED, AND ADOPTED 25TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February, 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of March, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ATTACHMENT B

ORDINANCE NO. 2488

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADDING CHAPTER 17.21 - OBJECTIVE DESIGN STANDARDS TO TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE FOR MULTI-UNIT RESIDENTIAL AND MIXED-USE DEVELOPMENTS

WHEREAS, the City of Montebello is a general law city organized and existing under the laws of the State of California; and

WHEREAS, Title 17 of the Montebello Municipal Code establishes zoning regulation to implement the City of Montebello General Plan; and

WHEREAS, the City of Montebello General Plan encourages compact, pedestrian oriented development that integrates residential, commercial, civic and employment uses; and

WHEREAS, the State of California has enacted housing laws, including but not limited to the Housing Accountability Act, the Housing Act of 2019, and other related statutes, which require local governments to apply objective design standards to certain residential and mixed-use projects; and

WHEREAS, State law defines “objective standards” as standards that involve no personal or subjective judgement by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion; and

WHEREAS, the adoption of objective design standards will facilitate the timely production of housing, reduce uncertainty for applicants and the public, and ensure compliance with applicable State housing laws; and

WHEREAS, the City Council desires to provide clarity, predictability, and transparency in the development review process by establishing objective standards applicable to residential and mixed-use projects; and

WHEREAS, the City Council finds that the objective design standards set forth in this Ordinance are consistent with the City’s General Plan, promote high-quality architectural and site design, and protect the public health, safety, and welfare; and

WHEREAS, The City Council has reviewed the Objective Design Standard Ordinance and finds that its adoption is in the best interest of the City of Montebello and its residents; and

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

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

SECTION 2. FINDINGS. The City Council hereby finds that this Ordinance is consistent with the City's General Plan ensuring compatibility between the different land uses operating within the designated mixed-use areas. The mixed-use standards are intended to implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment, infill development, and the revitalization within downtown, corridors, and neighborhoods.

SECTION 3. Chapter 17.21 of the Montebello Municipal Code is hereby established to read as follows:

Sections:

Chapter 17.21.010

17.21.010 PURPOSE

A. Purpose

The purpose of these objective standards is to provide the public, design professionals and decision makers with objective criteria for mixed use and multifamily residential development in the City. The standards aim to comply with requirements in the Housing Accountability Act, including SB 330. SB 330 defines objective design standards as "standards that involve no personal or subjective judgement by a public official and is uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal of an application."

B. Applicability

The objective design standards apply to new construction multifamily and mixed-use developments with more than 2 housing units. The standards shall apply to new additions to existing conforming and non-conforming multi-unit residential and mixed-use developments. These standards also apply to commercial components of mixed-use developments. For development standards in the mixed-use zone, please reference Chapter 17.22 of the Montebello municipal code. In addition to the objective design standards, projects must also comply with applicable development standards in the Montebello Municipal Code.

17.21.020 Applicability

A. These standards apply to all multi-unit residential and mixed-use development in the City with more than 2 housing units, unless the property is within a specific plan, overlay and planned unit development that already implements design standards, in which case those standards shall prevail. The standards shall apply to commercial components of mixed-used developments.

B. These standards shall apply to new additions to existing conforming and nonconforming multi-unit residential and mixed-use developments where new floor area is added.

C. All new developments, alterations and expansions of multi-family residential and mixed-used projects shall be processed under the applicable entitlements applications and shall be subject to the findings applicable in such entitlements.

17.21.030 General Standards

The following are general standards that shall be applicable to new multi-unit residential and mixed-use development:

A. Parking

a. Access to parking:
    I. No new parking shall be placed between a building and a street, except where allowed adjacent to a side street in the residential zone.
    II. Parking, including parking garages, shall be accessed from the alley to secondary frontage street when possible. The opening of a parking lot or garage on the frontage shall not exceed two lanes in width.
b. Tandem parking:
    I. Up to 30 percent of the total required off-street parking spaces may be provided in tandem configuration. The maximum number of spaces

permitted in tandem configuration refers to the total individual spaces, not the total number of tandem spaces.

II. Tandem shall be a maximum of two parking spaces in depth.

III. Vehicle movement necessary to move cars parked in a tandem configuration shall not take place on any public street.

IV. Tandem spaces shall be assigned to the same dwelling unit.

c. Loading spaces:
   I. A minimum of one off-street loading space shall be provided for every mixed-use building over 3000 sq.ft. in gross area.
d. Landscaping:
   I. Surface parking areas shall be planted with shade trees at a minimum ratio of one tree for every four spaces in an orchard planting arrangement.
   II. Parking areas adjacent to a street or sidewalk shall be screened with landscaping and a decorative wall between 36 and 48 inches in height.
e. Lighting:
   I. Outdoor lighting fixtures shall be limited to a maximum height of 15 feet or the height of the nearest building, whichever is less.
   II. Lighting shall be energy-efficient and shielded or recessed. Each light fixture shall be directed downward and away from adjoining properties and public rights-of-way.
f. Parking shall have pedestrian walkway access to the entrance of building.
g. All end parking stalls shall be abutting landscape planters.
h. Parking areas, covered and uncovered, shall be screened from public streets frontages. Screening examples include building placement, landscaping or fencing. Landscaping for screening shall not be less than three feet.

B. Open Space

a. All projects containing a residential component shall include a common open space, no smaller than 15% of the lot area, open from the ground to the sky. This area shall be open to all residents of a development. The open space shall be located on the first floor, or podium level (on top of parking garage or commercial establishments). It should not be located in the required front setback.
b. Projects complying with the common open space requirement shall not be required to provide private open space for each individual unit.
c. Residential projects that do not comply with the common open space requirements shall provide for each residential unit a private open space in the

form of a balcony, door yard or yard. Private open space shall have a minimum area of 40 square feet with a minimum width of 5 feet.

d. Common open space shall include a combination of paved surfaces and landscaped areas.
e. Common open space shall be used to mitigate heat by incorporating trees, shade structures and gazebos.
f. Common spaces shall encourage gathering by including amenities like playgrounds, outdoor dining areas, and barbeques.
g. All ground floors shall be accessed directly from the sidewalk either directly to each unit or commercial space through an appropriate frontage element, lobby, or open space, such as a court.

C. Materials and colors

a. Glossy and reflective colors and materials are prohibited.
b. Multi-unit development consisting of more than five buildings shall provide a minimum of two distinct color schemes, with a single-color scheme dedicated to not less than forty percent of all residential buildings.
c. Multi-unit development with ten or more buildings shall provide a minimum of three-color schemes, each color scheme not to exceed thirty percent of all units.
d. Contrasting colors shall be used for trim, windows, doors, and key architectural elements.
e. Affordable units and market rate units within the same development shall be constructed of the same materials and details making the units non-distinguishable from one another.

D. Landscaping and Outdoor Lighting Standards

a. Proposed developments shall incorporate site amenities such as linear planting beds or seat walls, street furniture, enhanced paving surfaces, public art, lighting etc., where appropriate. The features should be architecturally comparable with the style, color, and material of the principal building on the lot and those in the immediate area.
b. Plant species should be selected based on their sustainability for an urban environment, cleanliness, and ability to survive in a healthy state despite constrained growing conditions. Ease of maintenance should be considered.
c. The majority of plant materials shall consist of drought tolerant and/or native plants with minimum water requirements.

d. The use of canopy trees for shading and cooling is encouraged where appropriate, particularly in publicly accessible open spaces and plazas, to mitigate the urban heat island effect. Where canopy trees are used, site design should provide sufficient sized tree pits or planting beds and appropriate planting mediums to provide for healthy tree growth.
e. Decorative water features shall re-circulate water and, where available, shall use recycled water.
f. Site lighting should be shielded by permanently attached light fixtures so that light sources are not visible from a public right-of-way and to prevent off-site glare.

E. Walls and Fences

a. The style of walls shall be the same or similar to the architectural style of the project.
b. Both sides of all perimeter walls and fences shall be architecturally treated, except for trash enclosures. The interior of trash enclosures shall be painted with high durability paint.
c. Perimeter and property line walls shall consist of decorative concrete masonry unit (CMU) with a stucco finish, brick, or stone veneer, slump stone, or split face with pre-cast concrete, block, stone or brick trim cap. Interior walls, fences, and gates shall consist of wrought iron, wood, plastic/wood composites, brick and stone materials. Unfinished concrete mansard unit (CMU), chain link fences, barbed wire, razor wire, electric wire, and similar types are prohibited under all conditions.
d. The maximum height of walls and fences shall be 6 feet.

F. Utilities, mechanical equipment and trash enclosures

a. All utility equipment shall be located outside of any pedestrian path-of-travel walkway. All utility equipment shall be placed adjacent to alleyways, within parking areas, rear or side yard, or building “notch-outs” and screened from public view.
b. If ground mounted mechanical equipment cannot be placed at the rear side of a building away from the street frontage, it shall either be placed on the ground and screened with landscape or placed on the roof and screened with architectural materials such as roof or parapet consistent with the overall architectural style.

c. All electrical equipment, electrical meters, and junction boxes shall be placed within a utility room. If the utility room is not reasonable, then all equipment has to be designed as an integral part of the building development.
d. Trees and shrubs shall be placed a minimum of five feet away from the water meter, gas meter, or sewer laterals. Ten feet away from utility poles and minimum three feet away from fire hydrants.
e. Trash enclosures: Trash, recycling, organic waste, and green bins and dumpsters shall be housed in a covered refuse closure with a gate that screens trash.
f. Trash enclosures shall be finished with the same primary wall material and color as the nearest building within the development.
g. Trash enclosures shall have both a vehicular access gate with concrete apron, and a pedestrian entrance. Gates shall be opaque in color.
h. Trash enclosures shall include interior dusk to dawn lighting for safety and security.

G. Entries

a. The main entrance, or entrances, shall be emphasized and oriented to the street or major plazas or open space. Secondary entries may be from parking areas, the rear of buildings or interior open spaces.
b. Building entrances shall connect to public streets, parking areas, and publicly accessible open spaces using pedestrian pathways or sidewalks. For larger sites with multiple buildings, building entrances shall be oriented to face internal open spaces, paseos and recreation amenities.
c. When residential and commercial uses are combined in the same structure, separate entrances shall be provided for each use.

H. Architectural style and Character

a. Buildings shall incorporate architectural elements of Mediterranean, Spanish Revival, Contemporary, or other style approved by the Planning and Community Development Director or his/her designee.
b. Architectural styles shall be applied consistently on all building elevations.

I. Building Massing and Articulation

a. Buildings of three stories in height or more shall be designed to differentiate a building’s base from the rest of the structure. These two areas shall correspond,

for example, retail or lobbies. For buildings that are single use, the first floor shall be differentiated.

b. Differentiation shall be archived through color, texture/material change, variations in projections, or decorative details such as columns or arcades.
c. Stairways shall be designed as a part of the overall architecture of the building, complementing the buildings' mass and form. Exterior stairwells shall be solid, prefabricated metal stairs are prohibited.

J. Frontage Types

a. Front yard
   I. Front yards may be visually continuous with adjacent yards with a common landscape, or enclosed by a low fence, wall or hedge. On sloping sites, front yards may be raised above the level of the adjacent sidewalk and supported by a low retaining wall at a property line with steps providing access between the sidewalk and the yard. Porches, stoops balconies, and bay windows may encroach into front yards.
   II. Front yards and continuous planters between the curb and sidewalk along the primary and side streets shall be landscaped.
   III. Paved areas shall be limited to walks and driveways.
   IV. Fencing defining the front yard shall not exceed four feet as measured from the adjacent sidewalk.

b. Porch
   I. Porches may be provided on buildings that are set back from the primary/ side street property lines and may encroach into the front yard and side street yard.
   II. Porches may be enclosed with insect screens if recessed from the exterior wall plane and if visibility is maintained from the sidewalk.
   III. Porches shall be designed according to the following requirements:

Dimensions	Minimum	Maximum
Depth (clear)	6 ft.	-
Width (clear)	12 ft.	-
Height: ceiling (clear)	8 ft.	12 ft.
Height: floor above ground	12 in.	3 ft.
Height: fence or hedge	-	3 ft.

c. Door yard

I. A dooryard is an elevated or at grade garden or terrace that is located in the front yard setback and enclosed by a low wall near or at the property line.
II. For elevated dooryards, access shall be from stairs or ramp.
III. Walls or fences shall be consistent with the architectural style of the building in their design, material and finishes.
IV. Dooryards shall be designed according to the following dimensional requirements:

Dimensions	Minimum	Maximum
Depth (clear)	7 ft.	-
Height above grade	0 ft.	3 ft.
Fence or railing may extend to height required by building code.	-	-

d. Stoop
I. A stoop shall be a stair or landing leading directly from the sidewalk to the building entrance. Stoops shall be the frontage types for ground floor housing that is near the street.
II. The exterior stairs may be perpendicular or parallel to the adjacent sidewalk. The landing may be covered or uncovered. Landscaping shall be placed on the side of the stoop.
III. Stoops shall be designed according to the following dimensional requirements:

Dimensions	Minimum	Maximum
Depth: Landing (clear)	4 ft.	10 ft.
Width (clear)	4 ft.	10 ft.
Height: floor above grade	12 in.	3 ft.
Height: Fence or hedge	-	3 ft.

e. Shopfront
I. Storefronts are large openings in a building façade that are enclosed with large transparent windows and doors that provide direct at grade

access to ground floor commercial and retail uses. The architectural elements of shopfronts include large windows, doors with glass, transom windows, and a solid base.

II. Optional elements include awnings, canopies, signage, lighting and cornices.

III. Storefront glass shall be clear without reflective coating or dark tinting. Lightly tinted glazed less than 15%, low emissivity, is acceptable.

IV. Shopfronts shall be designed according to the following dimensional requirements:

Dimensions	Minimum	Maximum
Height (clear)	10 ft.	16 ft.
Distance to bottom of awning	8 ft.	10 ft.
Width of storefront bays	10 ft.	15 ft.
Glass area % of ground floor wall	70	90

f. Gallery

I. Galleries are facades with ground floor colonnades that support a cantilevered shed roof or deck that covers the sidewalk. Galleries contain ground floor storefronts, making them ideal for retail use. Railing on top of the gallery is only required if the gallery roof is accessible as a deck.

II. Along primary frontages, the gallery columns shall correspond to Shopfront openings. Galleries shall be a minimum if two bays wide.

III. Galleries shall be designed according to the following dimensional requirements.

Dimensions	Minimum	Maximum
Depth (clear)	10 ft.	16 ft.
Width (clear)	20 ft.	80 ft.
Width: single bay (clear)	10 ft.	16 ft.
Height (clear)	12 ft.	16 ft.
Distance from face of curb (clear)	2 ft.	-

g. Arcade

I. Arcades are facades with a ground floor colon made that supports the upper stories of the building, or for one-story buildings, the roof. Arcades contain ground-floor shopfronts, making it ideal for retail or restaurant use.
II. Along primary frontages, the Arcade shall correspond to shopfront openings. Arcades shall be a minimum of two bays wide.
III. Arcades shall be designed according to the following dimensions:

Dimensions	Minimum	Maximum
Depth (clear)	10 ft.	16 ft.
Width (clear)	20 ft.	80 ft.
Width: single bay (clear)	10 ft.	16 ft.
Height (clear)	12 ft.	16 ft.
Distance from face of the curb (clear)	2 ft.	-

h. Balcony
I. A balcony is a platform enclosed by a wall on the outside of a building, with access from an upper-floor door.
II. Balcony design character, palettes of material, and approach to detailing shall be consistent and compatible with the building's style.
III. Balconies of traditionally styled buildings shall have visible supports in the front of projecting beams or braces. Balcony railings on traditional buildings shall be made of wood, wrought iron, steel bar, or tube faithfully simulating true wrought iron.
IV. Balconies on modern styles buildings may simply project. Modern buildings may also use galvanized or painted steel, aluminum, and cable railing components. Vinyl substitutes shall be avoided.

i. Bay window
I. A large window or series of windows projecting from the outer wall of a building and forming a recess within.
II. Bay windows shall be a maximum of ten feet wide and shall have a height that is equal to or greater than their width.
III. Bay windows shall be placed a minimum of two feet from any building corner and a minimum of three feet from any other window bay.
IV. Bay windows shall consist of at least 75% transparent fenestration.

j. Awning
   I. A cloth cover fastened to a building or structure and supported by a frame that is used to protect pedestrians from the sun or rain.
   II. Awnings shall be a of simple shed form, made of code-compliant-fire-resistant canvas or materials of similar appearance. Materials that are shiny stiff and synthetic shall be avoided.
   III. Each awning shall correspond to a storefront.
   IV. Upper floor awnings may be provided. Each individual awning shall cover no more than one shopfront or window opening. Signage is not allowed on upper floor awnings.
   V. Awnings shall be positioned so that signage is not obstructed.
   VI. Awning colors and patterns shall be coordinated with the overall design of the building. As appropriate awnings colors may vary between adjacent buildings.
   VII. Internally illuminated and backlit awnings and any associated light diffusers are prohibited.

k. Canopy
   I. A flat, metal awning that extends perpendicularly from the building and parallel to the sidewalk. The canopy's frame is connected to the wall and spanned by a variety of materials, including metal lattice, and metal slats.
   II. Canopies shall be of a simple form, made of metal and/or glass
   III. Canopies shall be supported either from the below by metal brackets, or from above by rods, wires, or chains that affix to the wall.
   IV. Canopies may extend across multiple storefronts.
   V. Canopies shall be positioned so that signage is not obstructed.
   VI. Canopies shall be coordinated with the overall design of the building, all canopies on a single building shall be consistent in their design, color and material.

K. Parklet

a. A parklet size shall include one or more street parking spaces.
b. Parklets must be located at least one parking space away from an intersection or street corner.
c. Parklets are allowed on streets with a speed limit of 25 mph or less.

d. Parklets must include a platform/deck that flushes with the sidewalk, unless the parklet is designed to be terraced. Parklets must end on sidewalks, and any furniture, heaters, and landscape may not spill into sidewalks.
e. Stable and sturdy traffic barriers must be installed on all three sides open to roadway traffic. The barrier must have a minimum height of 36 inches and maximum height of 42 inches.
f. To allow for water flow, Parklets must provide a drainage channel that is a minimum of 3 inches tall and 2 feet wide, along the entire length of the parklet, adjacent to the curb.
g. Parklet design and construction will be subject to Public Works approval. The design must be flexible to allow for any roadway or utility maintenance. Public Works and Planning and Community Development have the right to close a parklet from use to perform maintenance work on adjacent infrastructure.

L. Pocket Park

a. The maximum size of a pocket park shall be 0.25 acres.
b. Pocket parks shall prioritize the needs of surrounding neighborhoods. This may include adding seating, play or fitness equipment, open lawn space, dog run, community gardens, ecological/educational displays, and community bulletin boards.
c. Pocket parks may be designed to serve as stormwater retention and infiltration areas.

M. Solid Waste Standards

a. Location, access and design criteria: the location of all solid waste collection and/ or storage spaces shall meet the following criteria:
   I. To the extent possible, collection/storage location shall be accessed from an alley. Where an alley is not present, collection/storage locations may be accessed from the street. Collection/ storage locations from corner lots shall be accessed from the side street.
   II. The collection/ storage spaces shall be located to minimize visual noise, and odor impacts to adjacent building occupants both on the subject lot and an adjacent lot.
   III. Outdoor trash enclosures or collection rooms with a structure shall not be located on the street-facing façade of the structure. Outdoor trash enclosures shall not be located between the building's face and the street.
   IV. The design of outdoor trash enclosures and exterior facing elements of collection/ storage area attached to, or within a building/ structure, shall

complement the architectural features of the building or development they serve. The incorporation of landscaping around trash enclosure is encouraged as a part of a successful design. All outdoor trash enclosures shall include a solid roof to minimize or prevent spill or trash contaminants from entering the stormwater system.

V. The property owner or manager shall maintain both the interior spaces and surrounding exterior areas and keep them clean and free of graffiti, trash, residue, debris and leaks.

b. GHG Emissions Reductions Standards

i. Gas or propane shall not be allowed in residential development.

ii. All residential development will provide outdoor electrical outlets to accommodate the use of electric landscape equipment.

iii. New development shall install at least one electric vehicle charging station on the specific project site, or through coordination with the City in other public parking areas within the City.

SECTION 4. ENFORCEMENT AND PENALTIES

1. The City shall enforce the provisions of this ordinance through its Planning and Community Development Department and Building and Safety Division. Unauthorized development that causes significant harm to protected views may be subject to fines, penalties, or removal of the offending structures or obstructions.
2. The City may also issue notices of violation to property owners who fail to comply with view protection requirements.

3. The City shall provide a right to action for property owners who suffer losses (e.g., reduced property value) to either demand for the removal of the obstruction or monetary damages.

SECTION 5 . CEQA.

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance to adopt objective design standards to ensure consistency with the goals and policies established by the Montebello 2040 General Plan does not have the potential to degrade the quality of the environment or have a significant effect on the environment. The proposed text amendment is consistent with the 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No.

2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

SECTION 6. **SEVERABILITY**

If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

SECTION 7. **EFFECTIVE DATE**

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

SECTION 8. **PUBLICATION**

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

PASSED, APPROVED, AND ADOPTED 25TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February, 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of March, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ATTACHMENT C

ORDINANCE NO. 2489

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTER 17.74 OF THE MONTEBELLO MUNICIPAL CODE TO UPDATE THE SITE PLAN REVIEW STANDARDS

WHEREAS, the City of Montebello ("City") is a general law city, incorporated under the laws of the State of California, with the power to make and enforce within its jurisdictional limits all local, police, sanitary, land use, and other ordinances and regulations not in conflict with general laws of the state; and

WHEREAS, the City currently regulates the Site Plan Review Standards under Chapter 17.74 of the Montebello Municipal Code ("MMC"). The primary objective of Chapter 17.74 - Site Plan Review ("SPR") is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development; and

WHEREAS, the City Council desires to amend Chapter 17.74 of the MMC in an effort to better align the level of regulatory review with the scale, complexity, and potential impacts of development, as well as to support and encourage the development of affordable housing; and

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

SECTION 1. **RECITALS.** The above recitals are true and correct and hereby incorporated into this Ordinance.

SECTION 2. AMENDMENT. Chapter 17.74 of the Montebello Municipal Code is hereby amended to read as follows (new language is underlined, while removed language is ~~stricken~~):

Chapter 17.74 SITE PLAN REVIEW

17.74.010 Purpose.

The purpose of the site plan review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development.

17.74.020 Authority to approve development plan.

The planning commission shall have the authority, subject to the procedure and limitations set forth herein, to review and approve, approve with conditions or deny approval of a development plan through a site plan review process.

17.74.030 When required.

A. A site plan review is required for all residential projects resulting in ~~three~~ ten or more dwelling units and for all commercial and industrial projects involving the construction of ~~five thousand~~ 25,000 square feet or more of building area. ~~A separate site plan review is not required for projects which require the approval of a conditional use permit.~~

B. Exceptions: Ministerial review of qualifying residential projects. Applications for residential or mixed-use projects with at least 20 percent of the residential units reserved for lower income households, may be exempt from discretionary review processes, as long as such plans do not require any zoning change, variance, or General Plan amendment.

17.74.040 Application—Form—Fee.

Submittal of corrected construction plans for a building permit plan check shall be considered an application for a site plan review. The application shall be accompanied by a filing fee in an amount established by resolution of the city council.

17.74.050 Application—Accompanying maps and data.

A. An application for a site plan review shall include construction plans and a plot plan of the subject property showing proposed buildings, and any adjacent existing buildings or improvements as well as finished grade and floor elevations for a distance of at least twenty feet beyond the boundaries of the proposed development.

B. In addition, an application shall include a location map showing the subject property as well as the surrounding areas along with a list of names and addresses of all surrounding property owners as set forth in Chapter 17.78 of this code, and any other data as may be required by the director of planning to adequately present the application to the planning commission. This resubmittal shall be considered application for a site plan review by the planning commission.

17.74.060 Application—Hearing.

The director of planning shall set the request for a site plan review for a public hearing before the planning commission in the manner specified in Chapter 17.78 of this code.

17.74.070 Application—Required findings.

Before any site plan review shall be granted, all of the following findings must be made:

A. That the proposed design for improvement complies with all requirements of the Montebello Municipal Code;

B. That the proposed design for improvement is consistent with the general plan;

C. That the proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare.

17.74.080 Development plan—Conditions of approval.

The commission may approve a development plan subject to a site plan review with such conditions as the commission finds are warranted by the circumstances involved. These conditions may include the dedication and development of streets adjoining the property and other improvements. All such conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of a building permit and certificate of occupancy; and shall restrict and limit the construction and location of all structures within the development.

17.74.090 Application—Determination.

Within twenty days after completion of the public hearing, the planning commission shall announce its findings on the request unless the review period is extended with the consent of the applicant. The commission may approve, conditionally approve or deny a development plan subject to the site plan review process based on the evidence submitted and its own study and knowledge of the circumstances.

17.74.100 Development plan—Notice of decision.

Not later than seven days following the planning commission's action in approving or denying a development plan subject to the site plan review process, a notice shall be mailed to the applicant at the address shown on the application plans and to any other person requesting a copy. Such notice will state the planning commission's decision and all conditions of approval, if any, pursuant to that decision.

17.74.110 Development plan—Modification.

Any condition imposed upon the approval of a development plan subject to a site plan review may be modified or eliminated, or new conditions may be added; provided, that the granting body shall first conduct a public hearing in the same manner as required for the granting of the original application. No such modification shall be made unless the commission or council finds that such modification is necessary to protect the public interest and/or adjacent or abutting properties; or, in case of deletion of an existing condition, that such action is necessary to permit reasonable development of the site.

17.74.120 Appeal and effective date.

The provisions of Chapter 17.78 of this code, regarding appeal of the commission's action and the effective date of approval, shall apply.

17.74.130 Expiration of development plan approval.

The approval of a development plan to the site plan review process shall expire when the building permit application for the development expires, unless otherwise specified by the planning commission.

17.74.140 Development plan—Denial—Refiling.

Where a development plan subject to the site plan review process is denied by the planning commission, or by the city council upon appeal of the decision of the planning commission, the application may be refiled within one year of such decision only if the basis for the denial as contained in the minutes of the planning commission or city council action is addressed by a revised plan. Any application may be refiled in the same form after one year of the planning commission or city council decision.

SECTION 3. **CEQA.** Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance amending the City's site plan review standards in Chapter 17.74 of the MMC would not have the potential to degrade the environment quality or result in significant environmental impacts. The proposed text amendment is consistent with the goals and policies of the Montebello 2040 General Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental effects of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

SECTION 4. **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 5. **EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 6. **PUBLICATION.** The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 25TH DAY OF MARCH 2026.

_____

Georgina Tamayo, 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 25th day of February 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of March 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Christopher Jimenez, City Clerk

ATTACHMENT D

ORDINANCE NO. 2490

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, TO REZONE IDENTIFIED PROPERTIES TO ENSURE CONSISTENCY WITH THE LAND USE DESIGNATIONS ESTABLISHED BY THE 2040 GENERAL PLAN AND THE OPPORTUNITY SITES IDENTIFIED IN THE CITY'S HOUSING ELEMENT

WHEREAS, the City of Montebello ("City") is authorized under Article XI, Section 7 of the California Constitution and California Government Code Section 65800 et seq. to regulate the use of land through zoning regulations is a general law city organized and existing under the laws of the State of California; and

WHEREAS, The City Council of the City of Montebello adopted the 2040 General Plan by on April 10, 2024, following public hearings and environmental review pursuant to the California Environmental Quality Act ("CEQA"); and

WHEREAS, the City of Montebello 2040 General Plan establishes updated land use designations, policies, and development standards intended to guide long-term growth, promote housing opportunities, support economic development, and ensure orderly and compatible land use patterns throughout the City; and

WHEREAS, California Government Code Section 65860 requires that zoning regulations be consistent with the adopted General Plan; and

WHEREAS, the City's existing zoning map and zoning classifications for certain parcels are no longer consistent with the land use designations adopted in the Montebello 2040 General Plan; and

WHEREAS, the Montebello 2040 General Plan includes land use designations that accommodate residential, mixed-use, industrial, commercial, and public uses at densities and intensities sufficient to support the City's long-term housing, employment, and infrastructure needs; and

WHEREAS, the rezoning is consistent with the City's adopted Housing Element, and implements the Opportunity Sites identified therein; and

WHEREAS, the City's 2021-2029 Housing Element, certified the California Department of Housing and Community Development ("HCD"), relies in part on zoning consistency and

rezonings to ensure adequate capacity to accommodate the City's assigned Regional Housing Needs Allocation ("RHNA"); and

WHEREAS, the rezoning of certain parcels is necessary to implement the policies and programs of the Montebello 2040 General Plan, including but not limited to housing production, affirmatively furthering fair housing, neighborhood compatibility, and transit-supportive development; and

WHEREAS, the parcels proposed for rezoning are identified in Exhibit A of this Ordinance and are being rezoned to zoning designations consistent with the corresponding Land Use Designation identified in the 2040 General Plan as well as the sites identified in the Housing Element; and

WHEREAS, The City Council finds that the rezoning of the parcels identified herein furthers the public interest, promotes the general welfare, and is consistent with the Montebello 2040 General Plan; and

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

SECTION 1. RECITALS. The above recitals are true and correct and made a part of the findings in support of this Ordinance.

SECTION 2. FINDINGS. The City Council hereby finds and determines that this Ordinance is consistent with the Montebello 2040 General Plan and serves to ensure consistency between the City's zoning regulation and the 2040 General Plan Land Use Designations. The rezoning established by this Ordinance is consistent with the City's adopted Housing Element and implements the Housing Overlay Opportunity Sites identified therein. The rezoning will implement goals and policies of the Montebello General Plan by providing opportunities for integrated residential, commercial, office, civic and compatible employment within the city while also promoting a pedestrian oriented environment, infill development, and revitalization within downtown, corridors, and neighborhoods.

SECTION 3. The proposed rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element is hereby established to read as follows:

EXHIBIT A - List of Parcels to Be Rezoned

APN	Address	Current Zone	New Land Use Designation	New Zone
6350-016-904	400 S. Taylor Avenue	M-1	Neighborhood	C-1
6350-016-906	400 S. Taylor Avenue	M-1	Neighborhood	C-1
6350-016-905	400 S. Taylor Avenue	M-1	Neighborhood	C-1
6350-017-906	No Address	M-1	Neighborhood	C-1
5267-008-900	2917 Via Campo	R-1	Corridor	C-2
6354-027-029	801 Union Street	M-2	Corridor	C-2
6354-027-014	7601 Telegraph Road	M-2	Corridor	C-2
6354-027-026	723 Union Street	M-2	Corridor	C-2
6354-027-015	7601 Telegraph Road	M-2	Corridor	C-2
6354-027-001	719 Union Street	M-2	Corridor	C-2
6354-027-016	7653 Telegraph Road	M-2	Corridor	C-2
6354-028-021	1701 Aeros Way	M-2	Corridor	C-2
6354-028-022	1717 Aeros Way	M-2	Corridor	C-2
6354-028-023	1725 Aeros Way	M-2	Corridor	C-2
6354-028-032	1801 Aeros Way	M-2	Corridor	C-2
6354-028-035	7709 Telegraph Road	M-2	Corridor	C-2
6354-028-034	7709 Telegraph Road	M-2	Corridor	C-2
6354-028-025	1724 Aeros Way	M-2	Corridor	C-2
6354-028-026	1734 Aeros Way	M-2	Corridor	C-2
6354-028-033	7733 Telegraph Road	M-2	Corridor	C-2
6354-030-062	7801 Telegraph Road	M-2	Corridor	C-2
6354-030-066	8105 Slauson Avenue	M-2	Corridor	C-2
6354-030-063	8033 Slauson Avenue	M-2	Corridor	C-2
6354-030-056	8023 Slauson Avenue	M-2	Corridor	C-2
6354-030-055	8019 Slauson Avenue	M-2	Corridor	C-2
6354-030-054	7825 Telegraph Road	M-2	Corridor	C-2
6354-030-004	8117 Slauson Avenue	M-2	Corridor	C-2
6354-030-003	8125 Slauson Avenue	M-2	Corridor	C-2
6354-030-001	8129 Slauson Avenue	M-2	Corridor	C-2
6368-002-002	Vacant Parcel	M-2	Corridor	C-2
6368-001-017	8130 Slauson Avenue	M-2	Corridor	C-2
6368-001-009	7799 Telegraph Road	M-2	Corridor	C-2
6368-001-025	7895 Telegraph Road	M-2	Corridor	C-2
6368-001-024	8000 Slauson Avenue	M-2	Corridor	C-2
6368-001-023	8016 Slauson Avenue	M-2	Corridor	C-2
6368-001-002	8040 Slauson Avenue	M-2	Corridor	C-2
6368-001-001	8130 Slauson Avenue	M-2	Corridor	C-2
6353-017-014	1125 Washington Blvd	M-1	Corridor	C-2
6353-017-006	1129 Washington Blvd	M-1	Corridor	C-2
6353-017-019	1101 Washington Blvd	M-1	Corridor	C-2
6353-017-015	1025 S. Greenwood Avenue	M-1	Corridor	C-2
6352-007-062	1033 S. Montebello Blvd Unit A	R-3	Corridor	C-2
6350-022-020	501 S. Montebello Blvd	M-1	Neighborhood	C-2
6354-017-013	1460 S. Greenwood Avenue	C-M	Neighborhood	C-1
6353-012-007	901 S. Greenwood Avenue	C-M	Neighborhood	C-2
6350-022-021	560 S. Greenwood Avenue	C-M	Neighborhood	C-1
6350-022-044	433 S. Montebello Blvd	C-2	Neighborhood	R-3
6349-011-014	400 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-010-010	1000 W. Olympic Boulevard	C-2	Neighborhood	C-2
6350-010-011	1018 W. Olympic Boulevard	C-2	Neighborhood	C-2
6350-010-012	1018 W. Olympic Boulevard	C-2	Neighborhood	C-2
6350-011-021	1100 W. Olympic Boulevard	C-2	Neighborhood	C-2
6349-015-011	413 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-012	423 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-008	601 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-007	617 W. Olympic Blvd	M-1	Neighborhood	C-2
6349-015-013	707 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-026-002	1108 W. Mines Avenue	M-1	Neighborhood	R-3
6350-026-001	565 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-018-900	801 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-066	808 Jade Place	M-1	Neighborhood	R-3
6350-018-062	816 Jade Place	M-1	Neighborhood	R-3
6350-018-088	821 Aloe Place	M-1	Neighborhood	R-3

6350-018-011 833 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-010 No address	M-1	Neighborhood	C-2
6350-018-009 903 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-013 905 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-001 1005 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-018-038 311 Mission Road	M-1	Neighborhood	R-3
6350-018-027 1009 Eucalipto Place	M-1	Neighborhood	R-3
6350-018-049 1009 Roble Place	M-1	Neighborhood	R-3
6350-018-016 1009 Sequoia Place	M-1	Neighborhood	R-3
6350-017-022 1105 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-017-020 1111 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-017-021 1129 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-017-907 1213 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-907 1301 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-015 1329 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-001 1329 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-014-010 401 S. Park Avenue	M-1	Neighborhood	C-1
6350-014-007 409 S. Park Avenue	M-1	Neighborhood	C-1
6350-014-006 419 S. Park Avenue	M-1	Neighborhood	C-1
6350-017-906 No address	M-1	Neighborhood	C-1
6350-015-007 1300 W. Colegrove Avenue	M-1	Neighborhood	R-3
6350-015-906 1307 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-017 1309 W. Olympic Blvd	M-1	Neighborhood	C-2
6350-015-014 No address	M-1	Neighborhood	C-1
6350-015-013 1328 W. Colegrove Avenue	M-1	Neighborhood	C-1
6350-013-002 1417 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-012-023 1400 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-012-021 1408 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-012-020 1412 W. Olympic Blvd	C-2	Neighborhood	R-3
6350-022-026 544 Montebello Way	M-1	Neighborhood	C-1
6350-022-024 546 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-022-029 530 Montebello Way	M-1	Neighborhood	C-1
6353-004-006 1428 Beach Street	M-1	Neighborhood	R-3
6353-004-005 732 S. Maple Avenue	M-1	Neighborhood	R-3
6353-004-004 720 S. Maple Avenue	M-1	Neighborhood	C-1
6353-004-003 710 S. Maple Avenue	M-1	Neighborhood	C-1
6353-003-020 652 S. Maple Avenue	M-1	Neighborhood	C-1
6353-003-018 600 S. Maple Avenue	M-1	Neighborhood	C-1
6353-003-017 1409 W. Mines Avenue	M-1	Neighborhood	R-3
6350-021-905 819 Truck Way	M-1	Neighborhood	C-1
6353-003-019 630 S. Maple Avenue	M-1	Neighborhood	R-3
6350-026-012 1126 Calle Flor	M-1	Neighborhood	R-3
6350-026-900 1128 W. Mines Avenue	M-1	Neighborhood	C-1
6350-026-067 1135 Calle Flor	M-1	Neighborhood	R-3
6350-026-003 1112 W. Mines Avenue	M-1	Neighborhood	R-3
6350-026-055 540 Calle Flor	M-1	Neighborhood	R-3
6350-026-043 1122 Calle Flor	M-1	Neighborhood	R-3
6350-026-030 1134 Calle Flor	M-1	Neighborhood	R-3
6350-027-005 525 S. Greenwood Avenue	M-1	Neighborhood	R-3
6350-021-012 835 Truck Way	M-1	Neighborhood	C-1
6350-021-011 839 Truck Way	M-1	Neighborhood	C-1
6350-021-010 845 Truck Way	M-1	Neighborhood	C-1
6350-021-009 847 Truck Way	M-1	Neighborhood	C-1
6350-021-008 855 Truck Way	M-1	Neighborhood	C-1
6350-021-039 500 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-021-032 520 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-021-033 528 S. Greenwood Avenue	M-1	Neighborhood	C-1
6350-022-030 528 Montebello Way	M-1	Neighborhood	C-1
6337-002-015 1552 W. Olympic Blvd	R-2	Corridor	C-2
6344-025-024 2001 W. Beverly Blvd	C-R	Neighborhood	C-1
5294-011-014 505 N. 19th Street	C-1	Neighborhood	R-3
5294-011-025 509 N. 18th Street	C-2	Neighborhood	R-1
5294-014-002 506 N. 18th Street	C-1	Neighborhood	R-1
6344-004-031 1709 W. Beverly Blvd	R-3	Corridor	C-2
5294-014-034 1520 W. Beverly Blvd	C-R	Neighborhood	C-1
6345-001-028 1315 W. Beverly Blvd	R-4	Corridor	C-2
5269-013-037 509 N. 3rd Street	R-3	Corridor	C-2

5269-013-057	508 N. 3rd Street	R-3	Corridor	C-2
5269-012-033	512 N. 2nd Street	R-3	Corridor	C-2
5269-012-038	513 N. 1st Street	R-3	Corridor	C-2
5267-008-001	2921 Via Campo	R-1	Corrdior	C-2
5267-008-900	2917 Via Campo	R-1	Corridor	C-2
5267-008-003	2913 Via Campo	R-1	Corridor	C-2
5267-008-026	887 N. Garfield Avenue	R-3	Corridor	C-2
5249-002-033	3544 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-002-002	3542 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-031	3538 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-016	3536 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-027	3534 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-028	3532 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-014	3526 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-013	3524 1/4 Beverly Blvd	C-2	Neighborhood	C-1
5249-001-012	3524 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-011	3524 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-030	3516 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-007	3514 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-029	3510 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-004	3508 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-003	3506 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-002	3504 W. Beverly Blvd	C-2	Neighborhood	C-1
5249-001-001	3500 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-020	3414 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-019	3412 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-018	No address	C-2	Neighborhood	C-1
5267-022-017	No address	C-2	Neighborhood	C-1
5267-022-016	3404 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-015	3400 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-014	3328 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-038	3320 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-007	3314 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-006	No address	C-2	Neighborhood	C-1
5267-022-037	3308 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-022-035	3304 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-023-012	3216 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-023-006	3212 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-023-013	3204 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-001	3421 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-002	3417 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-003	3415 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-004	3413 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-033	3409 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-007	3403 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-008	3401 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-029	3335 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-011	3331 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-012	3329 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-013	3329 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-014	3327 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-015	3325 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-016	3323 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-031	3321 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-032	3319 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-019	3317 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-020	3315 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-021	3313 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-030	3311 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-024	3309 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-025	3305 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-026	3301 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-027	3217 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-005-028	3213 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-006-014	3205 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-006-015	3201 W. Beverly Blvd	C-2	Neighborhood	C-1
6342-006-016	3201 W. Beverly Blvd	C-2	Neighborhood	C-1

5267-026-048	3124 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-040	3116 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-050	3108 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-038	3106 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-049	3100 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-026-046	3020 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-001	3000 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-051	3001 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-028	3015 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-027	3017 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-026	3019 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-025	3027 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-024	3033 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-049	3101 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-011	3105 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-010	3105 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-022	3109 W.Beverly Blvd	C-2	Neighborhood	C-1
6343-001-007	3111 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-048	3117 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-052	3127 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-047	2913 W. Beverly Blvd	C-2	Neighborhood	C-1
6343-001-050	2901 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-029	2900 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-028	2910 W. Beverly Blvd	C-2	Neighborhood	C-1
5267-027-024	525 N. Garfield Avenue	C-2	Neighborhood	C-1
6343-005-031	480 N. Garfield Avenue	C-2	Neighborhood	C-1
6343-005-035	2805 W. Beverly Blvd	C-2	Neighborhood	C-1
5268-028-001	500 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-003	508 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-005	512 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-007	516 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-009	520 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-011	524 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-013	528 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-015	532 N. Garfield Avenue	C-2	Neighborhood	C-1
5268-028-030	536 N. Garfield Avenue	C-2	Neighborhood	C-1
6352-026-107	959 S. Bluff Road	C-2	Neighborhood	R-3
6352-026-120	940 Lilac Lane	C-2	Neighborhood	R-3
6352-026-050	929 S. 4th Street	R-1	Corridor	C-2
6352-026-051	933 S. 4th Street	R-1	Corridor	C-2
6352-026-052	937 S. 4th Street	R-1	Corridor	C-2
6352-026-053	No Address	R-1	Corridor	C-2
6352-028-008	932 S. Montebello Blvd	R-3	Corridor	C-2
6352-027-014	939 S. Montebello Blvd	R-3	Corridor	C-2
6337-007-003	116 S. 22nd Street	R-3	Corridor	C-2
6337-007-004	2120 Allston Street	R-3	Corridor	C-2
6351-002-018	No Address	R-2	Corridor	C-2
6351-002-019	917 S. Concourse Avenue	R-2	Corridor	C-2
6346-012-920	No Address	R-3	Corridor	C-2
6346-012-919	No Address	R-3	Corridor	C-2
6346-012-918	No Address	R-3	Corridor	C-2
6346-012-917	No Address	R-3	Corridor	C-2
6346-012-916	No Address	R-3	Corridor	C-2
6346-012-915	No Address	R-3	Corridor	C-2
6346-012-028	280 N. Montebello Blvd	R-3	Corridor	C-2
6346-012-002	705 W. Madison Avenue	R-2	Neighborhood	R-3
6347-001-003	432 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-004	428 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-005	424 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-006	420 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-007	414 N. Poplar Avenue	C-2	Neighborhood	R-3
6347-001-008	412 N. Poplar Avenue	C-2	Neighborhood	R-3
6346-004-037	100 E. Harding Avenue	C-2	Neighborhood	R-3
5269-015-068	604 N. Montebello Blvd	C-R	Corridor	C-2
5269-015-067	616 N. Montebello Blvd	R-1	Corridor	C-2
5294-015-043	1305 Masser Place	R-3	Corridor	C-2
6344-005-035	441 N. 16th Street	C-R	Corridor	C-2

5294-010-025	2000 W. Beverly Blvd	R-2	Corridor	C-2
5268-014-024	503 Morris Place	C-R	Neighborhood	C-1
5268-014-021	505 Morris Place	C-R	Neighborhood	R-1
5268-014-023	504 N. Via Val Verde	C-R	Neighborhood	R-1
5268-014-020	500 N. Via Val Verde	C-R	Neighborhood	C-1
6345-003-025	1006 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-024	1012 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-023	1018 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-022	1024 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-021	1126 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-020	1132 W. Harding Avenue	R-A	Neighborhood	R-1
6345-003-019	1120 W. Harding Avenue	R-A	Neighborhood	R-1
5267-006-900	No Address	R-1	Open Spaces	C-2
5267-007-901	No Address	R-1	Open Spaces	C-2
5267-007-900	No Address	R-1	Open Spaces	C-2
6352-001-055	1105 S. Bluff Road	R-1	Civic	R-3
5267-010-908	988 Bella Verde Drive (Partial Rezoning consistent with the Housing Element)	R-1	Open Spaces	C-2

SECTION 4 . (CEQA.)

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), the proposed ordinance to rezone certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's Housing Element does not have the potential to degrade the quality of the environment or have a significant effect on the environment. The proposed rezoning amendment is consistent with the 2040 General Plan and Downtown Montebello Specific Plan, for which a Final Environmental Impact Report (Final EIR) was approved by the City Council on April 10, 2024 (SCH No. 2023050665), in compliance with CEQA Guidelines. The Final EIR evaluated the environmental impacts of implementing the General Plan, Specific Plan, and related zoning updates, and includes adopted findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

The 2040 General Plan includes the City's 6th Cycle Housing Element, which was previously adopted and certified by the California Department of Housing and Community Development and was also analyzed within the Final EIR. The proposed zoning text and map amendments are within the scope of the certified Final EIR and do not result in new or more severe impacts. No further environmental review is required pursuant to CEQA Guidelines Sections 15162 and 15168.

SECTION 5. 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 6. **EFFECTIVE DATE**

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

SECTION 7. **PUBLICATION**

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

PASSED, APPROVED, AND ADOPTED 25TH DAY OF MARCH 2026.

_____
Georgina Tamayo, 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 25th day of February, 2026, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of March, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ATTACHMENT E

CITY OF MONTEBELLO
PLANNING COMMISSION
RESOLUTION NO. 02-26

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING TEXT CODE AMENDMENTS TO VARIOUS PROVISIONS OF TITLE 17 (ZONING) OF THE CITY OF MONTEBELLO MUNICIPAL CODE, RELATED TO MIXED-USE DEVELOPMENT STANDARDS, OBJECTIVE DESIGN STANDARDS FOR RESIDENTIAL AND MIXED-USE DEVELOPMENTS, AND SITE PLAN REVIEW STANDARDS, AND APPROVING NEW ZONING CLASSIFICATIONS FOR CERTAIN PARCELS AND AMENDMENTS TO THE CITY'S ZONING MAP CONSISTENT WITH THE CITY'S GENERAL PLAN AND HOUSING ELEMENT

WHEREAS, On June 22, 2022, The City Council adopted the City's Housing Element (6th Cycle, 2021-2029), and subsequently was certified by the California Department of Housing and Community Development ("HCD") on July 11, 2022; and

WHEREAS, On April 10, 2024, the City Council adopted the Montebello 2040 General Plan and Downtown Montebello Specific Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR"). The Montebello 2040 General Plan Update is intended to create the vision, goals, and policies for future development within the City; and

WHEREAS, From October 2020 through February 2024, approximately 31 public outreach activities were held in connection with the 2040 General Plan, Bike Plan, and Downtown Specific Plan; and

WHEREAS, City staff proposes amendments to Title 17 of the Montebello Municipal Code to include the establishment of mixed-use development standards, the adoption of objective design standards for residential and mixed-use developments, and revisions to the existing site plan review standards, and implement corresponding rezoning and zoning map amendments to ensure consistency with the Montebello 2040 General Plan and the City's Housing Element; and

WHEREAS, The Montebello 2040 General Plan and adopted Housing Element establish goals and policies to facilitate mixed-use and residential development, increase housing supply, and ensure consistency with State laws; and

WHEREAS, The proposed text code amendments and zoning map update are a companion effort to Montebello's General Plan and Housing Element, which include commitments from the City to look at ways to encourage housing development by removing constraints, streamlining, and improving the development review process while being consistent with recent State legislation; and

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

WHEREAS, Section 65854 of the Government Code requires that the Planning Commission hold a public hearing on the proposed zoning ordinance or amendment to a zoning ordinance; and

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

WHEREAS, Staff is proposing Text Code Amendment (PC-2026-0013-TCA) Ordinance No. 2487 amending Chapter 17 of the MMC adding Sections 17.22.220 through 17.22.240– *Mixed-Use Development Standards* to establish new mixed-use development standards applicable to C-1 (Neighborhood Commercial) and C-2 (Geneal Commercial) zoning districts, as well as other miscellaneous updates to Chapter 17.22 that include language related to the mixed-use development standards; and

WHEREAS, Staff is proposing Text Code Amendment (PC-2026-0014-TCA) Ordinance No. 2488 amending Chapter 17 of the MMC adding Chapter 17.21 – *Objective Design Standards* to create new standards and requirements for new buildings situated along major corridors and neighborhood streets; and

WHEREAS, Staff is proposing Text Code Amendment (PC-2026-0015-TCA) Ordinance No. 2489 amending Chapter 17 of the MMC, specifically Chapter 17.74 – *Site Plan Review* to update the thresholds related to when an SPR is required within residential, commercial, and industrial zoning districts. Additionally, to remove Section 17.74.030(A) that states a separate site plan review is not required for projects that require approval of a conditional use permit. Lastly, to add Section 17.74.030(B) to include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially, rather than through the discretionary site plan review process, when at least 20 percent of the residential units are reserved for low-income households; and

WHEREAS, Staff is proposing a rezoning (PC-2026-0016-ZC) Ordinance No. 2490 amending the zoning of approximately 270 parcels to ensure consistency with the new 2040 General Plan Land Use Designations, specifically the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), and to correct nonconforming or improperly zoned parcels to ensure consistency with surrounding land use patterns and current development standards; and

WHEREAS, Staff is proposing an amendment to the City's Zoning Map in correlation with the rezoning to ensure consistency with the land use designations established by the 2040 Montebello General Plan and the opportunity sites identified in the City's Housing Element; and

WHEREAS, A duly noticed public hearing has been held, at which the Planning Commission received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

WHEREAS, All other legal prerequisites to the adoption of this Resolution have occurred; and

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

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

SECTION 2. Pursuant to Montebello Municipal Code (MMC) Section 17.76.020, the Planning Commission does hereby initiate the proposed text code amendments of provisions of Title 17 of the MMC to add Section 17.22.220 through 17.22.240 as set forth in Ordinance No. 2487, to add Chapter 17.21 as set forth in the draft Ordinance No. 2488, to amend Chapter 17.74 as set forth in Ordinance No. 2489, to approve the rezoning of certain properties as set forth in Ordinance No. 2490, and to approve an amendment to the City's Zoning Map as set forth in this Resolution No. 02-26.

SECTION 3. The Planning Commission hereby finds that amending Chapter 17 of the MMC to add Sections 17.22.220 through 17.22.240 – *Mixed-Use Standards*, to add Chapter 17.22 – *Objective Design Standards*, to amend and add to Chapter 17.74 – *Site Plan Review*, to amend the zoning of certain parcels, and to amend the existing Zoning Map, is consistent with the objectives and policies of the 2040 General Plan and seeks to propose and implement practices which are responsible to the needs of the community. Additionally, the proposed amendments are not likely to cause any serious public health or welfare problems and will not conflict with any other uses within the City.

SECTION 4. The proposed Text Code Amendments to Chapter 17 of the MMC and rezoning of parcels have been reviewed with respect to applicability and the Planning Commission hereby recommends that the City Council of the City of Montebello find and determine that the proposed amendments to Title 17 of the MMC and the Zoning Map are within the scope of, and consistent with, the 2040 General Plan and Downtown Montebello Specific Plan, for which the City Council certified a Final Environmental Impact Report ("Final EIR") on April 10, 2024 (State Clearinghouse No.2023050665), in compliance with the California Environmental Quality Act ("CEQA").

SECTION 5. Based on the Recitals, staff's report and presentation, and all oral and written testimony, the Planning Commission of the City of Montebello hereby recommends that the City Council of the City of Montebello adopt:

1. Ordinance No. 2487 approving Text Code Amendment (PC-2026-0013-TCA) amending Chapter 17 of the Montebello Municipal Code adding Sections 17.22.220 through 17.22.240 – *Mixed-Use Standards* establishing new mixed-use development standards applicable to C-1 and C-2 zoning districts, as well as other miscellaneous updates to Chapter 17.22 as provided in Exhibit A, attached hereto and incorporated by reference.

2. Ordinance No. 2488 approving Text Code Amendment (PC-2026-0014-TCA) amending Chapter 17 of the Montebello Municipal Code adding Chapter 17.21 – *Objective Design Standards* related to objective design standards for residential and mixed-use development as provided in Exhibit B, attached hereto and incorporated by reference.

3. Ordinance No. 2489 approving Text Code Amendment (PC-2026-0015-TCA) amending Chapter 17 of the Montebello Municipal Code Chapter 17.74 – *Site Plan Review* related to updating the thresholds related to when a Site Plan Review is required within residential, commercial, and industrial zoning districts. Additionally, removing language in Section 17.74.030(A) that states a separate site plan review is not required for projects that require approval of a conditional use permit. Lastly, to add Section 17.74.030(B) to include an exception that would allow certain qualifying mixed-use or residential projects to be reviewed ministerially, rather than through the discretionary site plan review process, when at least 20 percent of the residential units are reserved for low-income households as provided in Exhibit C, attached hereto and incorporated by reference.

4. Ordinance No. 2490 approving a rezone (PC-2026-0016-ZC) approving the rezoning of certain properties to ensure consistency with the land use designations established by the Montebello 2040 General Plan, specifically the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029); and as provided in Exhibit D, attached hereto and incorporated by reference.

5. Resolution No. 02-26 approving an amendment to the City's Zoning Map to ensure consistency with the land use designations established by the Montebello 2040 General Plan and the opportunity sites identified in the City's 6th Cycle Housing Element (2021-2029), as provided in Exhibit E, attached hereto and incorporated by reference.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this Resolution, and it shall go into effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of February 2026 by the Planning Commission.

Armando Medina, Chair
Montebello Planning Commission

ATTEST:

I, Joseph Palombi, Secretary of the City of Montebello Planning Commission, **DO HEREBY CERTIFY** that the foregoing Resolution, being Resolution No. 02-26 has been duly signed by the Chair, and attested by the Secretary, all at a meeting of the Montebello Planning Commission, held February 10, 2026, and that same was approved and adopted by the following vote to wit:

Chair Medina:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lomeli	( ) AYE ( ) NOE (X) ABSENT ( ) ABSTAIN
Commissioner Moralez	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Cuevas	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lopez	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Joseph A. Palombi, Secretary
Montebello Planning Commission

RESOLUTION NO. 26-30

A RESOLUTION OF THE CITY OF MONTEBELLO CITY COUNCIL TERMINATING REQUEST FOR PROPOSALS NO. 23-4 FOR STRATEGIC PLANNING SERVICES AND DIRECTING COMMUNITY ENGAGEMENT FOR FUTURE ACTIONS

RECITALS

WHEREAS, the City of Montebello ("City") issued Request for Proposals No. 23-4 ("RFP No. 23-4") on December 23, 2022, to solicit proposals for strategic planning services for the Montebello Golf Course; and

WHEREAS, RFP No. 23-4 was publicly issued in accordance with applicable procurement procedures; and

WHEREAS, due to administrative and operational considerations, proposals submitted in response to RFP No. 23-4 were not reviewed by staff, evaluated, or scored for consideration by the City Council; and

WHEREAS, the City Council finds that it is in the best interest of the City to formally terminate RFP No. 23-4 and discontinue any further consideration of proposals submitted thereunder; and

WHEREAS, termination of RFP No. 23-4 does not obligate the City to award a contract and preserves the City's discretion to reissue a solicitation for similar services at a future date, if deemed appropriate; and

WHEREAS, all future Request for Proposal's ("RFP's") pertaining to the 118-acre golf course property shall adhere to a comprehensive community engagement process, which shall include, but not be limited to, appropriate analyses, including traffic analysis. The community engagement process shall require a minimum of three (3) public outreach meetings, with written notification provided to all property owners and occupants within a 1,000-foot radius of the exterior boundaries of the 118-acre golf course property.

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

SECTION 1: The above Recitals are true and correct and are hereby incorporated by this reference.

SECTION 2: The City Council hereby terminates Request for Proposals No. 23-4 in its entirety and directs that no further action be taken with respect to proposals submitted in response to said solicitation.

SECTION 3: The City Manager, or designee, is authorized to take all actions necessary to implement this Resolution, including providing written notice to all respondents.

SECTION 4: The City expressly reserves the right, in its sole discretion, to issue a new request for proposals or other solicitation for similar services at a future date.

SECTION 5: This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED THIS 22ND DAY OF APRIL 2026.

_____
Georgina Tamayo, 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. 26-30 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 April 2026 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

Recording requested by and when recorded mail to:

City of Montebello
Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello, CA 90640
Attn: Director of Planning

ATTACHMENT G

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT

Armenian Genocide Martyrs Monument Protection Covenant

This Covenant and Agreement ("Covenant") is made this _____ day of _____, 2026, by and between the City of Montebello, a municipal corporation ("City"), as both property owner and covenanting party.

This Covenant shall run with the land and be binding upon all successors and assignees, and shall remain in full force and effect unless and until released by the Director of Planning and Community Development in accordance with the following recitals and terms set forth herein:

A. The City of Montebello is the owner of certain real property located within the City of Montebello, County of Los Angeles, State of California, identified as Los Angeles County Assessor's Parcel Number 5267-009-006 ("Property").

B. The Armenian Genocide Martyrs Monument (the "Armenian Martyrs Monument") is located on the Property and serves as a site of significant cultural, historical, and commemorative importance.

C. In 2025, the Armenian Martyrs Monument was formally acknowledged by the State of California as a historic site.

D. The City desires to ensure the continued protection and preservation of the Armenian Martyrs Monument from any adverse impacts associated with future development occurring on adjacent properties.

E. The City is willing to impose restrictions and obligations to ensure that any development on adjacent parcels does not impair the integrity, setting, or significance of the Armenian Martyrs Monument, consistent with applicable federal, state, and local laws, including but not limited to historic preservation laws.

F. This Covenant is intended to run with the land and bind the City and the Property unless terminated in accordance with the provisions herein.

NOW, THEREFORE, the City hereby covenants and agrees as follows:

1. Property Subject to Covenant

This Covenant applies to the real property located in the City of Montebello, County of Los Angeles, State of California, identified as Assessor's Parcel Number 5267-009-006, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2. Preservation of the Armenian Martyrs Monument

The Armenian Martyrs Monument on the Property shall be preserved and maintained in its existing location. The City, and any successor, transferee, or assignee, shall not:

A. Remove or demolish the Armenian Martyrs Monument;
B. Relocate the Armenian Martyrs Monument; or
C. Alter or disturb the Armenian Martyrs Monument in any manner that would materially impair its historical, cultural, or commemorative significance.

3. Protection from Adjacent Development

The City shall ensure that any discretionary approvals, permits, or entitlements issued by the City for development on parcels adjacent to the Property are conditioned, to the extent permitted by law, to:

A. Avoid direct or indirect impacts to the Armenian Martyrs Monument;
B. Preserve the Armenian Martyrs Monument's physical integrity, and accessibility;
C. Maintain the visual setting of the Armenian Martyrs Monument in a manner that preserves its prominence, visibility, and contextual relationship to the surrounding area.
D. Prevent vibration, grading, construction, or other activities that could damage or diminish the Armenian Martyrs Monument; and
E. Comply with all applicable federal, state, and local laws relating to historic resources, including but not limited to the California Environmental Quality Act ("CEQA").

4. Consistency with Historic Preservation Laws

A. All actions affecting the Property or adjacent development shall be consistent with applicable historic preservation standards and requirements, including those imposed by the State of California in recognizing the Armenian Martyrs Monument as a historic site.

5. Covenant Runs with the Land

A. This Covenant shall run with the land and shall be binding upon the City and its successors, heirs, assigns, lessees, and any other parties acquiring an interest in the Property.

6. Enforcement

A. This Covenant may be enforced by the City or any successor public entity with jurisdiction over the Property through any available legal or equitable remedies, including injunctive relief.

7. Severability

A. In any provision of this Covenant is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. Recordation

A. This Covenant shall be recorded in the Official Records of the County of Los Angeles and shall become effective upon recordation.

10. Exhibit

A. Exhibit A – Aerial Map and Legal Description of the Property

IN WITNESS WHEREOF, the City of Montebello has executed this Covenant as of the date first written above.

CITY OF MONTEBELLO

a municipal corporation

By: _____

Name: Raul Alvarez

Title: City Manager

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

NOTARY ACKNOWLEDGMENT

(A notary acknowledgment in the form required by California law shall be attached.)

EXHIBIT A

AERIAL MAP AND LEGAL DESCRIPTION OF PROPERTY

TR=10034 Portion of Lots 342 And 343, and all of Lots C, 344 THRU 360
(Los Angeles County Assessor's Parcel No. APN 5267-009-906)



Recording requested by and when recorded mail to:

City of Montebello
Planning and Community Development Department
1600 W. Beverly Boulevard
Montebello, CA 90640
Attn: Director of Planning

ATTACHMENT H

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT

Scout House Preservation Covenant

This Covenant and Agreement ("Covenant") is made this _____ day of _____, 2026, by and between the City of Montebello, a municipal corporation ("City"), as both property owner and covenanting party.

This Covenant shall run with the land and be binding upon all successors and assignees, and shall remain in full force and effect unless and until released by the Director of Planning and Community Development in accordance with the following recitals and terms set forth herein:

A. The City of Montebello is the owner of certain real property located within the City of Montebello, County of Los Angeles, State of California, commonly known as the Montebello Golf Course, and identified as Los Angeles County Assessor's Parcel Number 5267-010-908 ("Property").

B. An existing structure commonly known as the "Montebello Scout House" ("Scout House") is located on the Property and has been used by Montebello Scout Troop 330 for community and youth-serving purposes.

C. The City desires to ensure the continued preservation and protection of the Scout House from removal, demolition, or disturbance in connection with any future development of the Property.

D. The City is willing to impose restrictions on the Property for the benefit of the public and to ensure long-term preservation of the Scout House, subject to the terms and conditions set forth herein.

E. This Covenant is intended to run with the land and bind the City and the Property unless terminated in accordance with the provisions herein.

NOW, THEREFORE, the City hereby covenants and agrees as follows:

1. Property Subject to Covenant

This Covenant applies to the existing Montebello Scout House located on real property located in the City of Montebello, County of Los Angeles, State of California, identified as Assessor's Parcel Number 5267-010-908, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

2. Preservation of Scout House

The Scout House located on the Property shall be preserved in its current location. The City, and any successor, transferee, or assignee, shall not:

A. Remove the Scout House;
B. Demolish the Scout House; or

C. Disturb, alter, or relocate the Scout House in any manner that would materially impair its continued use and function unless otherwise permitted pursuant to this Covenant.

3. Restriction on Future Development

Any future development, construction, grading, or site modification occurring on the Property shall be designed and carried out in a manner that:

A. Avoids any direct or indirect impact to the Scout House;
B. Maintains reasonable access to and use of the Scout House; and
C. Ensures the continued structural integrity and usability of the Scout House.
D. No grading, excavation, or construction activity shall occur within a reasonable buffer area surrounding the Scout House, unless it can be demonstrated to the satisfaction of the City that such activity will not result in damage or disturbance.

4. Maintenance Obligation

A. The City shall maintain the Scout House in a safe and functional condition consistent with its current use. This includes routine repairs, structural upkeep, and compliance with applicable building and safety requirements.

5. Covenant Runs with the Land

A. This Covenant shall run with the land and shall be binding upon the City and its successors, heirs, assigns, lessees, and any other parties acquiring an interest in the Property.

6. Enforcement

A. This Covenant may be enforced by the City or any successor public entity with jurisdiction over the Property through any available legal or equitable remedies, including injunctive relief.

7. Automatic Termination or Transfer of Covenant

Notwithstanding any other provision of this Covenant, this Covenant shall automatically terminate for the benefit of Montebello Scout Troop 330 and be of no further force or effect upon the occurrence of any of the following:

A. Montebello Scout Troop 330 is dissolved;
B. Montebello Scout Troop 330 is disbanded; or
C. Montebello Scout Troop 330 permanently relocates from the Scout House.

However, in the event of any of the foregoing, all rights, protections, and interests established under this Covenant shall remain in effect and shall automatically revert to the Montebello Lions Club, provided that the Montebello Lions Club remains an active organization within the City of Montebello, in good standing and continues to utilize or maintain the Scout House consistent with the purposes of this Covenant.

If the Montebello Lions Club is dissolved, disbanded, ceases operations, or otherwise fails to maintain or utilize the property consistent with the purposes of this Covenant, then this Covenant shall automatically terminate in its entirety.

Upon the occurrence of any such event, the City may record a notice of termination of this Covenant.

8. Severability

A. If any provision of this Covenant is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9. Recordation

A. This Covenant shall be recorded in the Official Records of the County of Los Angeles and shall become effective upon recordation.

10. Exhibit

A. Exhibit A – Aerial Map and Legal Description of the Property

IN WITNESS WHEREOF, the City of Montebello has executed this Covenant as of the date first written above.

CITY OF MONTEBELLO

a municipal corporation

By: _____

Name: Raul Alvarez

Title: City Manager

ATTEST:

By: _____

City Clerk

APPROVED AS TO FORM:

By: _____

City Attorney

NOTARY ACKNOWLEDGMENT

(A notary acknowledgment in the form required by California law shall be attached.)

EXHIBIT A

AERIAL MAP AND LEGAL DESCRIPTION OF PROPERTY

TR=10034 Portion of Lot A and All of Lots 378, 379, 380, 381, 382, 383, and 384
890 Via San Clemente, Montebello, California 90640
(Portion of Los Angeles County Assessor's Parcel No. 5267-010-908)



STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

April 7, 2026

Mayor Georgina Tamayo
Mayor Pro Tem Danielle Romero
Council Members Scarlet Peralta, Ric Alonzo, and Salvador Melendez
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 9060

Dear Mayor Georgina Tamayo, Mayor Pro Tem Danielle Romero, and Council Members Scarlet Peralta, Ric Alonzo, and Salvador Melendez

RE: City of Montebello Failure to Adopt Required Housing Element Rezones– Notice of Potential Violation

This letter is a follow-up to our previous October 17, 2025, Corrective Action Letter outlining the City's failure to complete required housing element rezones by the statutory deadline of February 12, 2025. The California Department of Housing and Community Development (HCD) understands that on March 25, 2026, the City Council of the City of Montebello (City) approved revisions to zoning text amendments and zoning map amendments that exclude a site required to meet the City's sixth cycle Regional Housing Needs Allocation (RHNA) shortfall. HCD also understands that these revisions will be considered for final adoption at a City Council meeting on April 8, 2026. The purpose of this letter is to inform the City that adoption of these proposed revisions would result in a violation of State Housing Element Law[1] and immediate revocation of the City's housing element compliance.

Under Government Code section 65585, subdivision (i)(1)(A), HCD has the authority to review any action or failure to act that it determines to be inconsistent with either an adopted housing element or Government Code section 65583 and to issue written findings of such noncompliance. Additionally, HCD must notify a local government when that local government takes actions that violate Government Code section 65583 and may refer such violations to the California Office of the Attorney General.[2]

Background

On July 11, 2022, HCD found the City's housing element in substantial compliance with Housing Element Law. HCD based its compliance finding on, among other things, a commitment to implement housing element Programs 6 and 11. These programs

[1] Gov. Code, § 65585.
[2] Gov. Code, § 65585, subds. (i)(1)(A) and (j).

committed to rezone adequate sites to satisfy the City's RHNA shortfall and allow by-right processing of sites identified in previous housing elements by the statutory deadline of February 12, 2025.[3] On October 17, 2025, HCD sent a Corrective Action Letter to the City outlining the City's failure to complete the rezones by the statutory deadline. The City responded to that letter on November 5, 2025, outlining a commitment to complete all required rezones by the first quarter of 2026. That commitment date has passed.

HCD understands actions to complete required rezonings to accommodate the City's RHNA shortfall as outlined in Housing Element Program 6 (Adequate Sites to Accommodate the RHNA) and Program 11(Objective Design Standards, Approvals By-Right, and Administrative Approvals) were approved by City Council upon first reading on February 27, 2026, and were due to be adopted through a second reading on March 11, 2026. However, at the March 11, 2026 City Council meeting, City Council voted to table the matter of approving the rezones until March 25, 2026 to give City staff time to address community concerns regarding the proposed rezoning of 801-901 North Garfield Avenue (APN 5267-010-907). At the March 25, 2026 City Council meeting, despite recommendations made by City staff, the City Council approved zoning code and zoning map amendments excluding the 801-901 North Garfield Avenue site. Absent the rezoning of this site to allow densities anticipated in the City's housing element, the City will have a RHNA shortfall of 190 lower income units and 127 moderate-income units.

Consequences of Noncompliance

Consequences apply if the City does not have a housing element in substantial compliance with Housing Element Law. First, noncompliance results in ineligibility or delay in receiving state funds that require compliant housing, including, but not limited to, the following:

- Permanent Local Housing Allocation Program
- Local Housing Trust Fund Program
- Infill Infrastructure Grant Program
- Senate Bill 1 Caltrans Sustainable Communities Grants
- Affordable Housing and Sustainable Communities Program

Second, under the Housing Accountability Act, jurisdictions that do not have a substantially compliant housing element are subject to the Builder's Remedy.[4]

[3] Gov. Code, § 65583.4, subd. (a).
[4] Gov. Code, § 65589.5, subds. (d)(6), (f)(6), and (h)(11).

In addition, HCD may notify the California Office of the Attorney General.[5] Furthermore, state law provides for court-imposed penalties for persistent noncompliance, including enhanced financial penalties. Government Code section 65585, subdivision (l)(1), establishes a minimum fine of $10,000 per month, up to $100,000 per month for jurisdictions that fail to comply with a court order to bring its housing element into compliance. If a jurisdiction remains noncompliant, a court may multiply those penalties by a factor of three and then six, depending on the duration of the continued noncompliance.[6] If a jurisdiction fails to comply after six months from the imposition of fees, the court may also appoint a receiver.[7]

Finally, in any action brought by the Attorney General or HCD to enforce the adoption of housing element revisions, jurisdictions are subject to additional fines of between $10,000 and $50,000 per month for each violation, accrued from the date of the violation until the date the violation is cured, including investigation costs, expert fees, attorneys' fees, costs, and any other relief the court deems appropriate.[8]

Conclusion

If City Council adopts rezoning documentation that fails to address the City's RHNA at all income levels, HCD will issue a letter revoking the City's housing element compliance for failure to adopt required housing element rezones within the required statutory time frame, as outlined in our October 17, 2025 Corrective Action Letter to the City.[9] HCD encourages City Council to follow the recommendations of City staff and adopt the ordinances that were approved upon first reading on February 27, 2026. Once adopted, the City must submit these documents to HCD for review to ensure compliance with State Housing Element Law.

If you have any questions or would like to discuss the contents of this letter, please contact Reid Miller at Reid.Miller@hcd.ca.gov.

Sincerely,

Melinda Coy
Housing Accountability Unit Chief

[5] Gov. Code, § 65585, subd. (j).
[6] Gov. Code, § 65585, subds. (l)(2) and (3).
[7] Gov. Code, § 65585, subd. (l)(3)(B).
[8] Gov. Code, § 65009.1, subd. (a).
[9] Gov. Code, § 65583.4, subd. (a), Gov. Code, § 65585, subd. (i)(1)(C).

MONTEBELLO

CITY OF MONTEBELLO
PLANNING & COMMUNITY DEVELOPMENT

JOSEPH PALOMBI, Director

November 5, 2025

VIA EMAIL AND U.S. MAIL

Melinda Coy, Housing Accountability Unit Chief
California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833

RE: Response to Corrective Action Letter – City of Montebello Housing Element Implementation (Programs 6 and 11)

Dear Ms. Coy:

This communication is intended to respond to the California Department of Housing and Community Development's (HCD) Corrective Action Letter dated October 17, 2025, regarding implementation of Housing Element Programs 6 (Adequate Sites to Accommodate the RHNA) and 11 (Objective Design Standards, Approvals By-Right, and Administrative Approvals).

The City of Montebello (City) acknowledges that the statutory deadline of February 12, 2025, for completing the rezoning actions outlined in these programs has not yet been fully met. However, significant progress has been made, and the work is actively underway. The delay in achieving full compliance is primarily due to the sequencing of major long-range planning efforts, as well as staffing and workload constraints.

Specifically, the City's Housing Element was approved by HCD in July 2022, separate and independent from the Comprehensive General Plan Update, which had not been revised in over 50 years and was subsequently adopted in April 2024 in conjunction with the Downtown Montebello Specific Plan. The City advanced its Housing Element early to maintain compliance with State Housing Law and eligibility for funding programs, while simultaneously dedicating extensive resources to the comprehensive General Plan update and accompanying Downtown Montebello Specific Plan. This sequencing was intentional to ensure that rezoning actions required under Programs 6 and 11 would be fully aligned with the new long-term policy framework considering that any potential inconsistencies between the City's Housing Element, the Downtown Montebello Specific Plan, and the comprehensive General Plan update could create confusion and have unintended consequences that might discourage housing development in the City.

Since adoption, the City's award-winning General Plan and Downtown Montebello Specific Plan have positioned Montebello as a regional catalyst for housing production, smart growth, and economic revitalization. These plans provide a clear, community-driven vision for sustainable development that is now producing tangible results:

- **Cesar Chavez Affordable Housing Project**: Completed in 2024, the Vista de J.J. Rodriguez development is a 100-percent affordable housing project that delivered 63 new rental units serving a range of income levels. The project is now fully occupied and represents a significant step toward meeting the City's lower-income RHNA allocation while enhancing access to quality, affordable housing in the community.
- **Downtown Housing Growth**: The City recently delivered 143 new residential units, including a balanced mix of market-rate and affordable units, with an additional 252 units currently in the development pipeline pursuant to the recently approved Downtown Montebello Specific Plan. These projects directly implement the land use strategies envisioned in the adopted plans and support regional housing goals.
- **Metro Heights Master-Planned Community**: The Metro Heights at Montebello Hills project completed Phase A in 2024, delivering 349 new homes, with Phase B under construction to add 851 additional units in late 2026. This master-planned development represents a major contributor to the City's RHNA progress and long-term fiscal stability.
- **Transit-Oriented Development (TOD)**: Using a Caltrans grant, the City is advancing the Washington Corridor Transit-Oriented Communities Multi-Modal Specific Plan, which explores higher-density and mixed-use development near the future Metro light rail station at Washington Boulevard and Greenwood Avenue. This effort reflects the City's commitment to aligning housing production with regional mobility and sustainability goals.
- **Economic Development Synergy**: Montebello's "Open for Business" approach has generated significant private-sector investment and mixed-use development interest since 2022. Major additions include Topgolf (opened May 2024), Tesla (opened November 2024), Ace Hardware (opened January 2025), Hobby Lobby (opening Spring 2026), and multiple new small businesses and restaurants along Whittier Boulevard. This momentum demonstrates the City's economic vitality, which directly supports the creation of livable, mixed-income communities envisioned in its Housing Element.

These results illustrate that the City's housing and economic strategies are working in concert to expand housing opportunities, strengthen the tax base, and create the conditions for sustained, balanced growth.

Progress Toward Implementation of Programs 6 and 11

To ensure full compliance with State Housing Element Law, the City has continued to advance implementation of the rezoning and by-right approval programs as follows:

1. Program 6 – Adequate Sites to Accommodate the RHNA

- In furtherance of Montebello's intent to provide adequate sites to accommodate its RHNA, the Downtown Montebello Specific Plan, approved in April 2024, rezoned approximately 80 acres in downtown Montebello for high-density (40-100 units per acre) mixed-use development. The City is currently circulating a Notice of Availability for approximately 1.57 acres of City-owned land located within the Specific Plan area. The Downtown Montebello Specific Plan administratively allows for a realistic capacity of approximately **4,160 net new residential units**. This figure is based on 75% of the median allowable density under the Specific Plan. Specifically, the median density permitted is 70 units per acre, and using 75% of this value yields a practical density of 52 units per acre, which was applied to estimate the total realistic residential capacity. This density is sufficient to accommodate at least 75% of the City's 5,186-unit RHNA allocation under the 6th Cycle Housing Element, in accordance with California Government Code Section 65583(f), which allows for a one-year extension to complete the required rezoning.
- Regarding completed projects, the City successfully sold City-owned property to the Cesar Chavez Foundation and facilitated the approval of the necessary rezoning and entitlements for the construction of a 132-unit mixed-use project, including 63 units that are 100% affordable for victims of domestic violence and lower-income households. The first phase of the project opened to new residents in January 2024 and is currently 100% occupied. According to the Cesar Chavez Foundation, Phase two is expected to break ground in 2026 and will include the remaining residential units. This project is listed as Site Inventory Pipeline Units No. 11 (112-132 6th Street, 501-525 W. Whittier Blvd.) in the City's Housing Element.
- The City also facilitated the successful completion of the necessary zoning and entitlement approvals for the construction of 156 residential dwelling units, including 32 residential units dedicated to affordable households at the lower-income levels for Site Inventory Pipeline Units No. 10 (116, 128, 129, 133, 136 N. Poplar Avenue) included in the City's Housing Element.
- Additionally, Site Inventory Pipeline Units No. 12 (2000 Flotilla Street), which includes 30 Tiny Homes, is currently in operation providing housing along with wraparound services for formerly unhoused people. This housing is currently located on City-owned property and managed by Montebello's Community

Assisting People (MCAP) Program administered under the Montebello Fire Department.

- In December 2022, the City issued Request for Proposals (RFP) No. 23-4, with a deadline for responses of February 2, 2023. The City received three proposals, including one that features a proposed mixed-use project with up to 1,200 residential units in connection with the RFP. Due to internal administration changes in 2023, staff temporarily paused this process. With the subsequent focus on approvals associated with the Comprehensive General Plan Update, Downtown Montebello Specific Plan, and Bicycle Master Plan, the City is now reengaging this process to ensure the housing opportunity site (Site Inventory Pipeline Units Site No. 8, 805-865 N. Garfield Avenue) at the City-owned Montebello Golf Course remains a priority. It is anticipated that a final proposal will be ready for City Council consideration in 2026.
- With regard to rezoning on City-controlled land, pursuant to Montebello Municipal Code (MMC) Section 17.02.030, the zoning regulations contained in the MMC do not apply to City-owned or leased property. Nevertheless, in addition to exploring opportunities for residential development on properties such as the City-owned surface parking areas in Downtown Montebello, the City's Planning Department is working diligently to rezone the remaining City-owned shortfall sites, including the golf course property pursuant to RFP No. 23-4, as previously mentioned, and anticipates formally initiating a new Citywide Zoning Map and Zoning Code amendments during the first quarter of 2026.
- The Planning Department is also working closely with its consultant, The Arroyo Group, on the draft zoning text amendments and site capacity analyses that demonstrate sufficient density along Washington Blvd. pursuant to a Transit-Oriented Development and Multimodal Connectivity Specific Plan ("TODMCSP") to accommodate the City's RHNA needs. The proposed rezone associated with the TODMCSP is projected to accommodate approximately 14,000 new residential dwelling units.

2. Program 11 – Objective Design Standards, Approvals By-Right, and Administrative Approvals

- The City has prepared draft Objective Design Standards (ODS) in parallel with the Washington Corridor Specific Plan, establishing a framework for streamlined, by-right residential and mixed-use approvals consistent with Government Code section 65583.2(c).
- City Council consideration of the ODS is planned for March 2026, following the adoption of the rezoning program to maintain consistency between zoning and design standards.

3. Implementation Resources and Commitment

- The City has augmented Planning Division capacity through staffing additions and consultant support to accelerate administrative processing as well as CEQA compliance.
- Community engagement workshops are underway along with community outreach sessions to ensure transparency and public participation.
- If needed, the City will submit quarterly progress updates to HCD beginning January 2026 and will remain in regular communication with HCD staff throughout implementation.

The intent of California Housing Element Law is to promote positive outcomes for communities by ensuring adequate housing supply and supporting sustainable growth. Montebello has demonstrated that it is actively working toward fulfilling its RHNA obligations, including both affordable and market-rate units, despite the challenges presented by the current economic climate in California. The City's coordinated planning, housing production, and supportive economic development initiatives illustrate a strong commitment to achieving meaningful results for residents while maintaining fiscal and community stability.

Montebello's coordinated planning, housing production, and economic development achievements demonstrate a strong commitment to advancing the goals of State Housing Law. The City respectfully requests that HCD continue to recognize its Housing Element as being in substantial compliance, given the demonstrable progress, established adoption schedule, and the City's proven track record of facilitating housing production and investment consistent with the adopted General Plan.

We look forward to continued collaboration with HCD and appreciate your ongoing partnership and guidance. Please contact me at (323) 887-1200, extension 1598, or via email at jpalombi@montebelloca.gov if you have any questions or wish to schedule a meeting to discuss next steps.

Sincerely,

Joseph Palombi, Director
Planning and Community Development

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

October 17, 2025

Joseph Palombi, Director
Planning and Community Development
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640

RE: City of Montebello's Housing Element Implementation – Corrective Action Letter

Dear Joseph Palombi:

The California Department of Housing and Community Development (HCD) has reviewed the City of Montebello's (City) obligations under the housing element and hereby issues its written findings that the City has failed to implement Program 6 (Adequate Sites to Accommodate the RHNA) and Program 11 (Objective Design Standards, Approvals By-right, and Administrative Approvals) to rezone adequate sites to satisfy its RHNA shortfall and to allow by-right processing of sites identified in previous housing elements pursuant to Government Code section 65583.2, subdivision (c).

HCD requests that the City review this correspondence and provide a written response to these findings within 30 days and no later than November 17, 2025. HCD will review and consider the City's written response before taking any action authorized by Government Code section 65585, subdivisions (i) and (j). As noted below, such action could include revoking HCD's finding that the City's housing element is in substantial compliance with Housing Element Law and/or referral to the Office of the Attorney General.

State Housing Element Law

HCD must review any action or failure to act by a local government that it determines to be inconsistent with an adopted housing element or section 65583 generally, and it must issue written findings to the local government accordingly.[1] HCD must give the City a reasonable time, no longer than 30 days, to respond to these findings.[2] If HCD does not receive a written response from the City within 30 days, or the response does not demonstrate that the program action has been implemented, then HCD will revoke

[1] Gov. Code, § 65585, subd. (i)(1)
[2] Gov. Code, § 65585, subd. (i)(1)(A)

its findings that the City's housing element substantially complies with Housing Element Law.[3]

Additionally, HCD may notify the California Office of the Attorney General when a local government takes actions that are inconsistent with an adopted housing element or Government Code sections 65583 and 65915, among other laws.[4]

Findings

On July 11, 2022, HCD found the City's housing element in substantial compliance with Housing Element Law. HCD based its compliance finding on, among other things, a commitment to implement housing element Programs 6 and 11. These programs committed to rezone adequate sites to satisfy its Regional Housing Needs Allocation (RHNA) shortfall and allow by-right processing of sites identified in previous housing elements by the statutory deadline of February 12, 2025.[5]

On March 17, 2025, HCD sent the City a Letter of Inquiry requesting an update on the City's progress implementing rezone actions on Programs 6 and 11. The City provided a written response on March 27, 2025, stating that due to current staffing levels within the City's Planning Division, required rezoning actions would not be completed until April of 2026.

Based on the submitted timeline, HCD finds that the City has failed to implement this required rezone program action within the statutorily required timeframe.

Next Steps

HCD provides the City until November 17, 2025, to send a written response to these findings. If you have questions, need additional information, or wish to schedule a meeting, please contact Reid Miller, at Reid.Miller@hcd.ca.gov.

Sincerely,

Melinda Coy
Housing Accountability Unit Chief

[3] Gov. Code, § 65585, subd. (i)(1)(B)
[4] Gov. Code, § 65585, subd. (j)
[5] Gov. Code, § 65583.4, subd. (a)

ITEM # 6

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: **RECEIVE AND FILE THE FISCAL YEAR 2024-25 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and file the Fiscal Year 2024-25 Annual Comprehensive Financial Report (ACFR); and,
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The action of receiving and filing the ACFR for the period ending June 30, 2025 does not have a fiscal impact.

BACKGROUND/DISCUSSION:

Each year the City produces an Annual Comprehensive Financial Report (ACFR) that presents audited financial results as of June 30 of the prior fiscal year. Staff is presenting the ACFR for the fiscal year ended June 30, 2025 (prior fiscal year). The City engages a third-party audit firm (PUN Group) to review all financial transactions, produce various statements, ensure compliance with Governmental Accounting Standards Board (GASB) statements, assist staff in compiling the ACFR document, review sample transactions and internal controls and provide an opinion on the accuracy and validity of the financial statements.

The ACFR is a document that tells “what happened” in the prior fiscal year, as opposed to a budget which is a plan for the upcoming fiscal year. There are statements, notes

and financial schedules of required information that provide the reader a comprehensive view of revenues, expenses, assets, liabilities, cash and investments, debt, pension liabilities, and other financial data across the entire organization. There are also statistical tables which present a more complete (non-financial) picture of Montebello.

The Transmittal Letter (Attachment A) and Management Discussion and Analysis (MD&A) (Attachment B) provide extensive detail and discussion of the financial statements and are included in the final published ACFR document – which is available in its entirety on the City's website. The extensive Notes section of the ACFR is also useful in providing a more complete explanation of the various financial aspects of the City, adding descriptions and explanations to the myriad schedules and tables.

This agenda report provides a summary of the document and does not replace a thorough review and understanding of the entire ACFR.

ENVIRONMENTAL:

N/A

ANALYSIS:

The ACFR presents information by type of fund, with the two most significant groupings of funds being Governmental Activities and Business-type Activities. Governmental Activities includes the General Fund as well as special funds: Gas Tax, Proposition A, Proposition C, Retirement Fund, and the various (non-Transit) Grant and Special Revenue Funds. Business-type Activities includes Transit, Golf Course, Hilton Garden Inn and Home2Suites.

Included in the financial statements for both Governmental and Business-type funds are not only revenue and expenditures, but liabilities related to bond debt, pension and retiree medical liabilities, assets such as land, buildings and equipment, and other useful information designed to give the reader a clear picture of the City's overall financial condition. The following pages provide an overview of major items found in the complete ACFR document (which can be found on the City's website).

Government-wide Overview
The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating.

The following are entity-wide financial highlights, covering both Governmental and Business-type activities:

- On June 30, 2025, the City's total net position was approximately $54.728 million dollars, an *increase* of $4.839 million compared to the $49.890 million total net position

as of June 30, 2024. The City's unrestricted net position, at a negative $163.700 million, increased by $13.195 million dollars versus the prior fiscal year.

- Total revenues from all sources were $186.461 million while total expenses were $183.769 million (both excluding transfers). Of the total revenues, program revenues totaled $126.676 million while general revenues totaled $59.785 million, excluding transfers.

- The City's General Fund operating expenses (including Capital Outlay and Debt Service) exceeded operating revenue by $12.333 million in Fiscal Year 2024-25. The General Fund fund balance totaled $24.499 million, reflecting a net decrease of $7.258 million (including the net impact of other financing sources and uses such as transfers and proceeds from the issuance of debt).

- The fund balance of the General Fund was large enough to allow for partial implementation of the City Council approved reserve policies, funding the Economic Uncertainties Commitment ($16.000 million).

- General Fund total revenues, including transfers in and proceeds from issuance of debt as of June 30, 2025 was $81.464 million. Excluding non-operating transfers in, General Fund operating revenue was $76.389 million.

- The General Fund operating expenditures as of June 30, 2025 were $88.722 million.

- The Transit enterprise fund ended Fiscal Year 2024-25 with a total net position of $55.787 million, a slight decrease of $.631 million from the prior fiscal year.

- The City's Hilton Garden Inn ended the fiscal year with a net position of $1.546 million, an improvement of $0.179 million from FY 2024-25. The operating income (revenues exceeding expenses, surplus) was $0.279 million as of June 30, 2025.

- The Home2Suites ended the fiscal year with a net position of negative $2.037 million, a decrease of $2.433 million versus FY 2023-24. The operating income (revenues exceeding expenses, surplus) was $1.335 million as of June 30, 2025.

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, as well as the Notes to the Financial Statements which can be found in the ACFR on the City's website. The following pages provide greater, in-depth detail on Government-wide financials, as well as Governmental and Business-type activities.

Business-Type Activities

The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn and Home2Suites. The City's Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn and the Golf Course. Business-type activities decreased the City's net position after transfers by $3.393 million, primarily a result of

expenses exceeding revenue (excluding transfers) by $2.575 million ($66.912 million vs. $64.337 million).

Total revenues for business-type activities were $64.337 million, compared to $67.916 million in the previous fiscal year, constituting a 5.56% decrease ($3.578 million). The overall change is due to a $3.458 million decrease in Capital Grants and Contributions and a $2.197 million decrease in Operating Grants and Contributions, partially offset by an increase of $1.894 million in Charges for Services.

Approximately 38.03% of revenue came from Charges for Services, which was generated from bus fares, special contracts, and revenue from hotel room fees, while the remaining 61.97% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.

Business-type Activities expenses increased $4.082 million (6.10%) in FY 2024-25 when compared to the prior fiscal year ($66.912million versus $62.830 million).

- The Transit System reported operating revenues of $40.544 million, a $0.779 million decrease (1.92%) when compared to FY 2023-24. There was a decrease in Federal and State transit assistance ($1.148 million) and a total net decrease in Local Return Funds ($1.050 million) funding (i.e., Propositions A and C and Measures M and R). Operating expenses in FY 2024-25 were $38.870 million, a $0.225 million increase from the prior fiscal year. The majority of this increase ($2.815 million) was in Salaries and Benefits. Net position decreased slightly by $0.574 million, to $55.788 million.

- The Hilton Garden Inn reflected operating net income of $0.279 million, slightly less than the $0.812 million surplus in FY 2023-24. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues were very little changed year over year at $6.685 million (vs. $6.546 million in FY 2023-24), and operating expenses were up slightly ($0.672 million to $6.406 million. Total change in net position was a positive $0.179 million, contributing to ab ending net position of $1.547 million as of June 30, 2025.

- The Montebello Home2Suites reflected operating net income of $1.335 million. Operating revenue was $13.417 million, an increase of $0.716 million vs. the prior fiscal year. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Operating expenses of $12.083 million increased $2.793 million vs. FY 2023-24. Total net position decreased by $2.433 million, when taking into account a transfer out of $2.157 million.

- The City's Golf Course was closed for renovation from September 2022 through April 2024. The complete re-imagining of the Golf Course resulted in a new layout with two courses: a 9-hole and 6-hole (lighted) course. For FY 2024–25, the first full year of operations after the renovations, the net operating loss was $2.555 million. This was primarily due from final contractual expenses (net amount of $3.109 million) related to construction of the clubhouse, which was completed in October 2024.

Governmental Activities
Governmental Activities include the General Fund, as well as myriad special funds that record activity related to road repair and maintenance (Gas Tax, SB1/RMRA, Proposition C, Measure M, etc.); assistance to low- and moderate-income households (CDBG, HOME), retirement expenses (Retirement Fund), debt service, public safety (Asset Forfeiture), and numerous public works, public safety and related grants.

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by $2.033 million (2.73%) from the prior year, which is primarily due to the overall increase in sales tax ($0.721 million), property tax ($0.134 million), Licenses and Permits ($2.181 million) and Charges for Services ($2.110 million), net of a decrease of $3.814 million in Intergovernmental revenue.

- The increase to Property Tax reflects continued improvement in overall assessed value in the City, as well as additions to total assessed value with completed residential construction in Metro Heights and other smaller developments within the City. The Metro Heights development is also partially responsible for increases to License and Permits and Charges for Services revenue (totaling $4.291 million) due to building permits and plan check fee revenue from this residential housing project.

- Other Revenue increased $1.079 million from one-time insurance reimbursement payments related to water damage at the Police Headquarters ($0.301 million), reimbursement from FEMA for a Federal Disaster Declaration from winter storms in 2022 ($0.116 million), and continued reimbursement from the National Opioid Settlement.

- General Fund expenditures increased year-over-year by $7.214 (8.85%). The largest year-over-year changes in operating expenses were Public Safety (increased by $5.896 million), General Government (decrease of $4.313 million), Capital Outlay (increase of $2.554 million) and Housing and Community Development (increase of $2.344 million).

- The majority of Capital Outlay expenses are related to the citywide solar project – $3.112 million of the $5.510 million total. While these expenses are tracked in a separate fund, the ACFR presents these as part of the Genera Fund for reporting purposes only.

- Expenses related to salaries, benefits (including special pays) and overtime in Police and Fire contributed to the year-over-year increase: $2.037 million in the Police Patrol Division and $1.649 million in the Fire Suppression Division.

- The increase in Housing and Community Development is primarily from the movement of Building Services from Public Works when comparing FY 2024-25 to FY 2023-24 ($2.212 million).

- The year-over-year decrease in General Government is from a drop in settlement-related expenses of $1.902 million and an increase of $2.161 million in administrative overhead charged as part of the City's cost allocation plan –recorded as a credit to expenses for financial reporting purposes vs. recorded as revenue for budget presentation.

• Non-operating transfers in (i.e., revenue) related to reimbursement from the Retirement Fund increased $0.863 million in FY 2024-25, with a one-time transfer in of $.100 million from the George Miller fund to reimburse for Fire Department related training expenses.

Credit Rating
As of the date of this ACFR, the City's S&P issuer credit rating (ICR) improved from "A+" to "AA-", with the underlying credit rating on the City's outstanding lease revenue bonds improving to "A+" (from "A"), with a "stable" outlook. These latest ratings were updated when S&P Global Ratings conducted a scheduled credit rating review in October 2025.

The rating action reflects S&P Global Ratings view of the City's strong General Fund performance over the past few years, driven by robust growth in both property tax and sales tax revenue, which is expected to continue. Operating surpluses during the past three years have also led to a recovery in available General Fund reserves, which are now in compliance with the City's GASB 54 reserve policy. Additional details can be found in the October 1, 2025 S&P Global Ratings Report "Montebello, CA and Pension Obligation Bonds Upgraded to 'AA-' on Strong Performance; Lease Revenue Bonds raised to 'A+'. "

Economic and Organizational Impacts and Accomplishments
The financial statements and commentary found in prior ACFR's had been dominated by discussion of the impacts of the Coronavirus pandemic. For the results as of June 30, 2025, the economic and financial impacts of the pandemic have disappeared and there appears to be a return to "pre-pandemic" economic and financial activity – albeit tempered by continued lingering inflationary effects, which impact interest rates on home mortgages, vehicle financing, credit card debt, etc. In addition, immigration raids, tariffs, freezing of Federal funds for various activities, passage of a major tax bill, firings of hundreds of thousands of Federal employees, expiration of health insurance incentives, continued security strife in the Middle East, Ukraine, Venezuela and elsewhere, and overall chaos and uncertainty over much of the Federal Governments' operations have impacted the economy – locally, regionally and nationally – and society at large.

Despite the litany of changes in the norms of Federal policy and operations – and the impacts these changes are having on communities – the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance, as well as positive property tax revenue performance. Also, the City's two hotels are performing well, seeing occupancy rates at or above levels last seen pre-pandemic (i.e., 2019).

For the second half of Fiscal Year 2024-25 the discussion surrounding the economy focused on tariffs, and the near-constant changes in amounts and to which countries and products the tariffs applied. The uncertainty which the blitz of tariff changes brought to the economy dominated talk about the impacts the ever-changing tariff policies will have on the average consumer – and what this could mean for the economy at large. Tariffs are a tax on the consumer, and while it appears many major businesses have not fully passed on the tariff impact to the consumer, the question lingers about how long that can

last. At some point, businesses will be forced to pass along the increased costs associated with higher tariffs, which could result in even higher prices across a broad range of goods and services.

Because there is so much in the larger economy out of the City's control, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2024-25 that will contribute to the City's long-term economic health and viability once completed in the near future. In 2026, the following businesses are expected to open operations in Montebello: Dutch Brothers Coffee, Round 1, Hobby Lobby, Yard House Brewery, and many more retail operations that will further strengthen the City's sales tax base.

The issuance of $15.140 million in lease revenue bonds in September 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course, with re-opening of the golf course occurring in April, 2024, followed by the clubhouse opening in October, 2024. These bond proceeds have been used to completely reconstruct the existing golf course and build a new and modern clubhouse, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours.

Fiscal Year 2024-25 was the first full fiscal year of operations for the new Golf Course, and expenses related to the clubhouse construction are recorded in the Golf Course fund for this fiscal year. Staff are closely monitoring operations and adjusting green fees accordingly to match ongoing revenue with ongoing expenses.

Connected to the Golf Course Renovation Project is the Topgolf facility, constructed on 15 acres of the existing golf course property. Topgolf opened to the public in May, 2024. This project is funded with $55.4 million in lease revenue bonds issued in December 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility is a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf pays an annual lease for the use of City property ($1.150 million for the first five years, with increases every five years thereafter). In addition, the facility generates sales tax revenue, which helps boost overall General Fund revenue.

As noted in the preceding pages, the General Fund's fund balance is $24.499 million as of June 30, 2025. The fiscal year ending June 30, 2025 again allowed for partial implementation of the reserve policies approved by the City Council in June 2020. One Commitment – Economic Uncertainties – has been reserved in fund balance ($16.000 million). The fund balance represents 32.07 % of General Fund operating revenue. Details on General Fund reserve classifications can be found in Note 13.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents' lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were

continued into FY 2024-25 are the following:

- Designation as a “Most Business Friendly City 2025” by the Los Angeles Economic Development Council
- Completion of a portion of the “Paving the Way” projects that improved residential street and road conditions
- Major repairs to the City’s aging sewer system, utilizing a portion of the City’s Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City’s unhoused population
- Update of the City’s General Plan, the first in over forty years, with adoption by the City Council in April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Renovation of the City Park baseball field
- Creation of a Community Resource Center at Chet Holifield Park
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the sixth time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello’s long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello’s abilities to weather changes in the economy as well as the “next pandemic,” in whatever form that may appear.

SUMMARY:

Staff recommends the City Council receive and file the ACFR for the Fiscal Year ending June 30, 2025.

ATTACHMENT(S)

1. ATTACHMENT A - Transmittal Letter FY 2024_25 FINAL
2. ATTACHMENT B - MD&A FINAL 06_30_2025

MONTEBELLO

March 31, 2026

Honorable Mayor and Members of the City Council:

The Annual Comprehensive Financial Report (ACFR) of the City of Montebello for the fiscal year ended June 30, 2025 is submitted as prepared by the City's Finance Department. The report is published to provide the City Council, community and other interested parties detailed financial and operational information about the City for the previous fiscal year. The financial statements are audited by a third-party accounting firm, providing assurance to the public that the City's financial reporting and associated operations meet or exceed generally accepted accounting and auditing standards.

The ACFR is presented in three sections: the **Introductory Section**, the **Financial Section**, and the **Statistical Section.** The Management Discussion and Analysis (MD&A) is the most useful for readers of the ACFR to find a general overview of the City's financial condition at year-end, providing highlights of significant changes or key events impacting year-end financial results.

Responsibility for both the accuracy of the financial report and the completeness and fairness of the presentation rests with the City. To the best of our knowledge, the information presented is accurate in all material aspects and includes all disclosures necessary to enable the reader to gain an understanding of the City's financial activities.

The City prepared the ACFR using the financial reporting requirements outlined in the Governmental Accounting Standards Board (GASB) Statement No. 34. This statement requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management Discussion and Analysis (MD&A) section. This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors in the financial section of the ACFR.

The City requires that its financial statements be audited by an independent, accredited auditing firm on an annual basis. This requirement has been satisfied, and the auditor's opinion is included in the financial section of the ACFR.

In addition, the City is required to undergo an annual single audit to conform to the provisions of *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). This requirement has also been satisfied with the single audit published separately as a stand-alone document.

THE FINANCIAL REPORTING ENTITY

This report includes activity of all funds of the City, with presentation in the ACFR being done on a major vs. other funds basis. All funds have their appropriations approved by the governing body (i.e., City Council) through the annual budget development process. In addition to the General Fund, other governmental and enterprise funds are utilized to record financial activity. Each fund is appropriated annually, and includes the General Fund, Proposition A, Proposition C, Measure

M, Measure R, HOME, Community Development Block Grant (CDBG), Gas Tax, Grants (non-Transit), Asset Forfeiture, Grants (Transit), Debt Service, Retirement, Asset Forfeiture, etc. Revenue and expenditures are appropriated through the budget process, with the FY 2024-25 budget (all funds) adopted at a regular City Council meeting in June 2024 and amended as needed throughout the fiscal year.

The City of Montebello provides a full range of municipal services including police and fire protection, street maintenance, transit (Montebello Bus Lines) planning and community development, parks and recreation services, financial planning, treasury management, information technology, human resources, engineering, code enforcement and general administration.

Montebello also operates several enterprise funds, which include a municipal golf course, a transportation system (Montebello Bus Lines), and two hotels (i.e., Hilton Garden Inn and Home2Suites). Enterprise funds are financed from user charges (e.g., green fees, room charges, bus fares, etc.) and revenue from other governmental agencies (e.g., Los Angeles County Metropolitan Transportation Authority funding for fixed transit lines), as applicable.

ACCOUNTING SYSTEM

The modified accrual basis of accounting is followed for governmental fund types and the accrual basis of accounting is followed for proprietary and fiduciary fund types. In reviewing and developing the City's accounting system, consideration is given to the adequacy of internal accounting controls. Internal accounting controls are designed to provide reasonable, but not absolute assurance regarding:

- The safeguarding of assets against losses from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets.

- The concept of reasonable assurance recognizes that the cost control procedures should not exceed the benefits likely to be derived and that the evaluation of costs and benefits require estimates and judgment by management.

- All internal control evaluations occur within the above framework.

As discussed more fully below, management has made a concerted effort to improve internal controls by updating the Municipal Code, creating and implementing new procedures and policies, implementing a regime of regular training and generally ensuring internal policies and procedures are efficient while not sacrificing requisite safeguards against fraud, waste and abuse.

BUDGETARY CONTROL

In addition to internal accounting controls, the City also maintains budgetary controls. The objective of these budgetary controls is to ensure compliance with the City's budget policy approved by the City Council as incorporated in the budget adoption resolution. Appropriations of the General Fund, special revenue funds, debt service funds, and capital project funds are included in the annual approved budget. The City's adopted budget document includes detailed information about the approval process. A budget calendar, various budget schedules and related policies can be found in that document.

Budgetary control is maintained at a functional level by division within the department through the use of object code level accounting as actual expenditures are compared to appropriations. As purchase orders are approved, appropriations are encumbered. Encumbrances and expenditures, which would cause an overrun of appropriations, require an approved budget transfer, which is reviewed and approved by the Director of Finance, pursuant to the Annual Budget Resolution and the Municipal Code. The City's Capital Improvement Program (CIP) is adopted at the same time as the operational budget and includes various street and infrastructure improvement projects. Any action to increase total appropriations requires approval by a majority vote of the City Council.

IMPROVEMENTS TO INTERNAL CONTROLS

Over the span of the last six years the City has put into place numerous new procedures and policies aimed at improving internal controls governing procurement, invoice approval, purchase orders, contracts/agreements, requests for proposals/quotes, etc.. The City's municipal code chapters dealing with purchasing and procurement have been updated multiple times in order to update code language dealing with procurement: March 2019, February 2022, February 2023 and March 2025 – utilizing best practice language found in neighboring cities' municipal codes and aimed at improving and professionalizing Montebello's procurement practices.

In addition, citywide purchasing training has been conducted at least three times per year since 2020. Several new administrative policies have been developed that addressed identified areas of weakness: petty cash handling, credit card use, hotel financial reporting, issuance of RFPs/RFQs, etc., while other existing policies were updated. The updated purchasing training policy outlines each job classification that is required to attend at least one purchasing training course annually.

The improvements made in organizational management and internal controls indicate that Montebello is making positive strides in ensuring future financial stability, as well as putting into place policies and procedures that ensure public funds are managed and spent wisely.

ADOPTION OF FORMAL RESERVE POLICIES

In addition to improvements to internal controls, the City is demonstrating its commitment to fiscal sustainability by the adoption of General Fund reserve policies. The City Council first adopted comprehensive reserve policies in June 2020. These policies are incorporated into the adopted budget document and are presented annually for review and approval by the City Council, which has been done every June since 2020. The reserve policies in effect for FY 2024-25 were approved in June 2024.

Having written policies indicates to third parties (i.e., credit rating agencies) that Montebello has a clear plan for how to manage General Fund reserves – spendable and non-spendable. Fully compliant with GASB 54, the policies establish distinct reserve categories for various uses:

- Economic Uncertainties
- Unfunded Liabilities
- Equipment/Technology Replacement and Upgrade
- Capital Improvement (Unfunded/Un-programmed)
- Deferred Maintenance

- Insurance – Risk Management
- Economic Sustainability

Each reserve category sets aside a specific amount – either a fixed dollar amount or an amount calculated as a percentage of prior year operating revenues. The policy, per GASB 54, makes "commitments" or "assignments," and describes the method by which each reserve can be utilized. Furthermore, the policy includes the method for replenishing the various reserve buckets, should they be used and fall below the pre-scribed amounts. The FY 2024-25 adopted budget document contains the Reserve Policies.

Reserve balances in the General Fund as of June 30, 2025 are sufficient enough to provide for partial implementation of the Reserve Policies. General Fund reserves are $25.080 million as of June 30, 2025, allowing for a Commitment for Economic Uncertainties ($16.000 million) to be made. The June 30, 2025 fund balance is 32.83% of operating revenues. Should future fund balances grow, additional designations per the reserve policies will be made.

GENERAL INFORMATION AND ECONOMIC OUTLOOK

The City of Montebello was incorporated on October 16, 1920 and is progressing positively into its second century of existence. The City is a general law city and functions under the City Council-City Manager form of government. The City is governed by a legislative body of five City Councilmembers elected by district (as of November 2022) and serving staggered, four-year terms, with the Mayor and Mayor Pro-Tem selected by fellow Councilmembers. The City Clerk and City Treasurer are also elected to four- year terms. The City Manager and City Attorney are appointed by the City Council.

Montebello is located nine miles east of the Los Angeles Civic Center, with access to three freeways – the Santa Ana Interstate 5 Freeway to the south, the Pomona State Route 60 Freeway to the north, and the San Gabriel River Interstate 605 Freeway to the east. The City has a population of approximately 64,000 living in an area of 8.2 square miles. The City is a balanced community with industrial, residential, and commercial areas.

As of the date of this ACFR, the City's S&P issuer credit rating (ICR) improved from "A+" to "AA-", with the underlying credit rating on the City's outstanding lease revenue bonds improving to "A+" (from "A"), with a "stable" outlook. These latest ratings were updated when S&P Global Ratings conducted a scheduled credit rating review in October, 2025.

The rating action reflects S&P Global Ratings view of the City's strong General Fund performance over the past few years, driven by robust growth in both property tax and sales tax revenue, which is expected to continue. Operating surpluses during the past three years have also lead to a recovery in available General Fund reserves, which are now in compliance with the City's GASB 54 reserve policy. Additional detail can be found in the October 1, 2025 S&P Global Ratings Report "Montebello, CA and Pension Obligation Bonds Upgraded to 'AA-' on Strong Performance; Lease Revenue Bonds raised to 'A+'. "

The financial statements and commentary found in prior ACFR's had been dominated by discussion of the impacts of the Coronavirus pandemic. For the results as of June 30, 2025, the economic and financial impacts of the pandemic have disappeared and there appears to be a return to "pre-pandemic" economic and financial activity – albeit tempered by continued lingering inflationary effects, which impact interest rates on home mortgages, vehicle financing, credit card

debt, etc. In addition, immigration raids, tariffs, freezing of Federal funds for various activities, passage of a major tax bill, firings of hundreds of thousands of Federal employees, expiration of health insurance incentives, continued security strife in the Middle East, Ukraine, Venezuela and elsewhere, and overall chaos and uncertainty over much of the Federal Governments' operations have impacted the economy – locally, regionally and nationally – and society at large.

Despite the litany of changes in the norms of Federal policy and operations – and the impacts these changes are having on communities – the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance, as well as positive property tax revenue performance. Also, the City's two hotels are performing well, seeing occupancy rates at or above levels last seen pre-pandemic (i.e., 2019).

For the second half of Fiscal Year 2024-25 the discussion surrounding the economy focused on tariffs, and the near-constant changes in amounts and to which countries and products the tariffs applied. The uncertainty which the blitz of tariff changes brought to the economy dominated talk about the impacts the ever-changing tariff policies will have on the average consumer – and what this could mean for the economy at large. Tariffs are a tax on the consumer, and while it appears many major businesses have not fully passed on the tariff impact to the consumer, the question lingers about how long that can last. At some point, businesses will be forced to pass along the increased costs associated with higher tariffs, which could result in even higher prices across a broad range of goods and services.

Because there is so much in the larger economy out of the City's control, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2024-25 that will contribute to the City's long-term economic health and viability once completed in the near future. In 2026, the following business are expected to open operations in Montebello: Dutch Brothers Coffee, Round 1, Hobby Lobby, Yard House Brewery, and many more retail operations that will further strengthen the City's sales tax base.

The issuance of $15.140 million in lease revenue bonds in September, 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course, with re-opening of the golf course occurring in April, 2024, followed by the clubhouse opening in October, 2024. These bond proceeds have been used to completely reconstruct the existing golf course and constructing a new and modern clubhouse, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours.

Fiscal Year 2024-25 was the first full fiscal year of operations for the new Golf Course, and expenses related to the clubhouse construction are recorded in the Golf Course fund for this fiscal year. Staff are closely monitoring operations and adjusting green fees accordingly to match ongoing revenue with ongoing expenses.

Connected to the Golf Course Renovation Project is the Topgolf facility, constructed on 15 acres of the existing golf course property. Topgolf opened to the public in May, 2024. This project is funded with $55.4 million in lease revenue bonds issued in December, 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility is a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf pays an annual lease for the use of City property

($1.150 million for the first five years, with increases every five years thereafter). In addition, the facility generates sales tax revenue, which helps boost overall General Fund revenue.

As noted in the preceding pages, the General Fund's fund balance is $25.082 million as of June 30, 2025. The fiscal year ending June 30, 2025 again allowed for partial implementation of the reserve policies approved by the City Council in June 2020. One Commitment – Economic Uncertainties – has been reserved in fund balance ($16.000 million). The fund balance represents 32.83% of General Fund operating revenue. Details on General Fund reserve classifications can be found in Note 13.

ACCOMPLISHMENTS AND ACHIEVEMENTS

Montebello has made tremendous strides by improving its financial standing and overall operations in recent years, and this progress continued in Fiscal Year 2024-25. Some of the many positive accomplishments this past year include:

- Designation as a "Most Business Friendly City 2025" by the Los Angeles Economic Development Council
- Completion of a portion of the "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system, utilizing a portion of the City's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City's unhoused population
- Update of the City's General Plan, the first in over forty years, with adoption by the City Council in April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Renovation of the City Park baseball field
- Creation of a Community Resource Center at Chet Holifield Park
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the sixth time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's abilities to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

These and other accomplishments have helped set Montebello on the right path towards fiscal sustainability and operational stability. The following pages provide technical information related to the City's accounting system, budgetary control, cash and investments, etc. Greater detail is

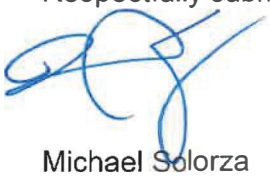
available in the MD&A, the various notes to the financial statements, required supplementary information (RSI) and statistical sections.

ACKNOWLEDGEMENTS

The preparation of the City's Annual Comprehensive Financial Report (ACFR) could not have been accomplished without the dedicated services of the entire Finance Department, as well as assistance from each of the operating departments. I want to specifically thank the entire Finance Department, and especially the Accounting Division, for their commitment to ensuring the ACFR was completed accurately. The City's independent auditor – The Pun Group – provided invaluable assistance and expert advice in completing the ACFR.

I also want to thank the City Council, the Executive Management Team and City staff for their interest and support of the financial operations of the City and helping ensure Montebello thrives financially and operationally.

Respectfully submitted,



Michael Solorza
Director of Finance

The following section represents Management's Discussion and Analysis (MD&A). It is intended to provide narrative overview and analysis on the City's financial performance for the fiscal year ended June 30, 2025. Readers are encouraged to consider the information presented here in conjunction with the accompanying letter of transmittal and financial statements.

Overview of the Financial Statements

The City's basic financial statements consist of three components: 1) Government-wide Financial Statements, 2) Fund Financial Statements, and 3) Notes to the Basic Financial Statements. The Statistical section at the end of this report provides supplementary information in addition to the basic financial statements. Government-wide Financial Statements are prepared using accrual accounting method to demonstrate the City's operational accountability, while the Fund Financial Statements are based on modified-accrual accounting method to demonstrate its budgetary accountability. Reconciliations of the Fund Financial Statements to the Government-wide Financial Statements are provided to explain to readers the differences created by this integrated approach.

Government-wide Financial Statements

The Government-wide Financial Statements provide a broad overview of the City's finances, in a manner similar to a private-sector business. The statements present information about the functions of the City principally supported by taxes and intergovernmental revenues *(governmental activities).* The governmental activities of the City include general government (i.e., administration, finance, human resources, elected officials, etc.) public safety, public works, parks and recreation, and housing and community development. Business-type activities of the City include water, golf course, transportation and hotel operations. These statements include all assets of the City as well as all liabilities (including long-term debt). Additionally, certain eliminations have occurred as prescribed by the statement in regard to inter-fund activity, payables, and receivables.

The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities. These statements include all assets and liabilities of the City using the accrual basis of accounting, which is similar to the accounting used by most private sector companies. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows.* Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements can be found immediately following this discussion and analysis.

Fund Financial Statements

The Fund Financial Statements include statements for three categories of activities: Governmental Funds, Proprietary Funds and Fiduciary Funds. The governmental activities are prepared using the current financial resources measurement focus and the modified accrual basis of accounting.

A Fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. Governmental funds are used to account for essentially the same functions reported as Governmental Activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near term inflows and outflows of spendable resources,* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the Government-wide Financial Statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund Balance Sheet and the governmental fund Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between *governmental funds and governmental activities.*

The City maintains various individual governmental funds. Information is presented separately in the Governmental Funds Balance Sheet, and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, for the General Fund, the Retirement Special Revenue Fund, the Public Financing Authority Debt Service Fund, and the Housing Successor Special Revenue Fund, all of which are considered to be major funds. Data from other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these other governmental funds is provided in the form of combining statements elsewhere in this report. As a result of Assembly Bills 1X26 and 1484, Redevelopment Agency assets and liabilities are no longer a part of the governmental funds of the City and are now reported in the Fiduciary Fund section of the financial statements.

The City adopts an annual appropriated budget for all of its individual funds, including the major funds as listed above. The basic financial statements include a budgetary comparison statement for the General Fund. The budgetary comparison statement has been provided to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found immediately following the government-wide financial statements.

Proprietary Funds. Proprietary funds are generally used to account for services for which the City charges external customers, or other units of the City. Proprietary funds provide the same type of information as shown in the government-wide statements, only in more detail. The City maintains the following two types of proprietary funds.

- **Enterprise** funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for the operations of the golf course, transit system, Hilton Garden Inn and Home2suites Hotels.

- **Internal service** funds are used to report activities that provide internal services for the City. The City uses an internal service fund to account for workers' compensation and general liability expenses, including insurance premiums. Because internal service funds predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The basic fiduciary fund financial statements can be found immediately following the basic proprietary fund financial statements and include the assets and liabilities of the Successor Agency Fiduciary Fund.

Notes to financial statements

The notes to financial statements provide additional information that is essential to a full understanding of the data provided in the Government-wide and Fund Financial Statements. The notes to the basic financial statements can be found immediately preceding the Required Supplementary Information.

Other information

The combining statements referred to earlier in connection with other governmental funds and internal service funds are presented for all other Special Revenue Funds, all other Debt Service Funds, all other Capital Projects Funds, and all Internal Service Funds. These combining fund statements and schedules of revenues, expenditures and changes in fund balance - budget and actual for individual funds – can be found immediately following the notes to financial statements.

Note: The numbers shown on the MD&A are either expressed in multiples of one thousand or million dollars while percentages are rounded to the nearest tenth or whole number. Hence, there may be slight differences between numbers on the MD&A and the numbers on the Basic Financial Statements.

Financial Highlights

The following are entity-wide financial highlights, covering both Governmental and Business-type activities:

- On June 30, 2025, the City's total net position was approximately $54.728 million dollars, an increase of $2.688 million compared to the $52.040 million total net position as of June 30, 2024. The City's unrestricted net position, at a negative $163.700 million, increased by $13.195 million dollars versus the prior fiscal year.
- Total revenues from all sources were $186.461 million while total expenses were $183.769 million (both excluding transfers). Of the total revenues, program revenues totaled $126.676 million while general revenues totaled $59.785 million, excluding transfers.
- The City's General Fund operating expenses (including Capital Outlay and Debt Service) exceeded operating revenue by $12.333 million in Fiscal Year 2024-25. The General Fund fund balance totaled $24.499 million, reflecting a net decrease of $7.258 million (including the net impact of other financing sources and uses such as transfers and proceeds from the issuance of debt).
- The fund balance of the General Fund was large enough to allow for partial implementation of the City Council approved reserve policies, funding the Economic Uncertainties Commitment ($16.000 million).
- General Fund total revenues, including transfers in and proceeds from issuance of debt as of June 30, 2025 was $81.464 million. Excluding non-operating transfers in, General Fund operating revenue was $76.389 million.
- The General Fund operating expenditures as of June 30, 2025 were $88.722 million.
- The Transit Enterprise Fund ended Fiscal Year 2024-25 with a total net position of $55.787 million, a slight decrease of $0.575 million from the prior fiscal year.
- The City's Hilton Garden Inn Enterprise Fund ended the fiscal year with a net position of $1.546 million, an improvement of $0.179 million from FY 2024-25. The operating income (revenues exceeding expenses, surplus) was $0.279 million as of June 30, 2025.
- The Home2Suites Enterprise Fund ended the fiscal year with a net position of negative $2.037 million, a decrease of $2.433 million versus FY 2023-24. The operating income (revenues exceeding expenses, surplus) was $1.335 million as of June 30, 2025.

These Financial Highlights, as well as other points, are discussed in greater detail in the body of this discussion and analysis, as well as the Notes to the Financial Statements. The following pages provide greater, in-depth detail on Government-wide financials, as well as Governmental and Business-type activities.

Government-wide Financial Analysis

The government-wide financial statements provide both long-term and short-term information about the City's overall financial position. This analysis addresses the financial statements of the City as a whole. The statement of net position includes all of the City's assets, deferred outflows of resources, liabilities and deferred inflows of resources. The City's net position is a useful measurement of its financial health. Net position can be tracked over time to assess whether the City's financial health is improving or deteriorating. However, readers will need to consider other nonfinancial factors, such as changes in the City's property tax base, the condition of the City's infrastructure, and the level of public safety services to assess the overall health of the City.

The table below is the "Statement of Net Position," and provides net position information broken out by Governmental and Business-type activities, with totals and a comparison to amounts as of June 30, 2025:

City of Montebello
Statement of Net Position
June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Assets:						
Current and other assets	$ 191,706	$ 202,184	$ 41,840	$ 50,100	$ 233,546	$ 252,284
Capital assets	157,705	150,159	142,921	141,082	300,626	291,241
Total assets	349,411	352,343	184,761	191,182	534,172	543,525
Deferred outflows of resources	21,333	33,837	4,226	8,483	25,559	42,320
Liabilities:						
Long-term liabilities	276,581	295,288	125,659	132,127	402,240	427,415
Other liabilities	11,377	15,057	10,737	11,309	22,114	26,366
Total liabilities	287,958	310,345	136,396	143,436	424,354	453,781
Deferred inflows of resources	79,442	80,787	1,207	1,390	80,649	82,177
Net Position:						
Net investment in capital assets	84,327	77,702	73,859	59,066	158,186	136,768
Restricted	50,158	49,619	10,084	14,007	60,242	63,626
Unrestricted	(131,141)	(132,273)	(32,559)	(18,232)	(163,700)	(150,505)
Total net position	$ 3,344	$ (4,952)	$ 51,384	$ 54,841	$ 54,728	$ 49,889

As mentioned in the "Financial Highlights" section above, the City's total net position was $54.728 million as of June 30, 2025, an increase of $2.688 million compared to the net position of $52.040 million in FY 2023-24. Total assets decreased by $9.353 million ($534.172 million from $543.525 million).

The City uses capital assets to provide services to residents and the community at large; consequently, these assets are *not* available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. Any remaining amount is restricted to spending agreements originated by law, contract, or other agreements with external parties.

Highlights of the key elements impacting the City's net position for the fiscal year ended June 30, 2025, are as follows:

- Governmental Activities total revenue (including transfers) exceeded expenses by $6.085 million ($122.124 million in revenue vs. $116.857 million in expenses).

- Business-type Activities total expenses exceeded revenues excluding transfers by $2.575 million ($66.912 million in expenses vs. $64.337 million in revenues).

- Total Citywide expenses before transfers were $183.769 million, a reduction of approximately $12.055 million compared to the preceding fiscal year; with $0.036 million decrease in Public Safety (i.e., Police and Fire), $2.174 million increase in Housing and Community Development, $2.560 million increase in Parks, Culture and Recreation and an additional $3.375 million in Hilton Garden Inn and Home2Suites operations (i.e., City-owned hotels).

- Total Citywide revenues as of June 30, 2025 (net of transfers) were $186.461 million, an increase of $8.713 million compared to June 30, 2024. Charges for Services increased $6.509 million, Investment Earnings increased $0.462 million, Other Revenues increased $2.189 million, with decreases of $1.556 million in Capital Grants compared to FY 2023-24.

- Revenues are classified into program and general revenues. Total program revenues (Governmental and Business-type activities combined) were approximately $126.676 million, which are used to offset program expenses under each functional activity and are comprised of charges for services, operating and capital grants.

- Governmental Activities General revenues of approximately $57.540 million are used to offset the additional expenses net of program revenues and are comprised primarily of taxes (i.e., property, sales, franchise, etc.), but also include investment income and transfers.

- The overall increase of 4.67% in total revenues ($8.713 million) for the City was primarily due to increases in Charges for Services ($6.509 million), Investment Earnings ($0.462 million), Other Revenues ($2.189 million) and Sales Tax ($0.721 million).

- The largest City-wide revenues came from several sources: charges for services (e.g. business license fees, building permits, hotel charges and bus fares) at $48.828 million, operating grants and contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) at $71.858 million, sales taxes at $26.379 million and property taxes at $8.468 million.

- Revenue from charges for services increased by $6.509 million (13.33%), Other Revenues increased by $2.189 million (74.71%), sales tax increased by $0.721 million (2.73%) and Other Taxes increased 1.81% ($0.234 million).

- Total citywide expenses decreased by $12.055 million (6.56%), the net impact of increases in Parks, Culture, and Recreation ($1.033 million), Housing and Community Development ($3.702 million) and operations and both hotels: Hilton Garden Inn ($0.644 million) and Home2Suites ($2.731 million); with a reduction in Public Safety of $0.036 million and Public Works of $16.017 million.

- The cost of serving residents for the year (across Governmental and Business-type Activities) includes: $59.653 million for public safety (police and fire); $24.021 million for public works; $40.544 million for transit (Montebello Bus Lines); $10.278 million in general government; $5.527 million for the Golf Course; and $7.454 million for parks, recreation and culture.

The "Summary of Changes in Net Position" table below provides additional detail on changes to revenues, expenses and net position for the years ending June 30, 2025, and 2024.

City of Montebello
Summary of Changes in Net Position
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues						
Program revenues:						
Charges for services	$ 24,363	$ 19,748	$ 24,465	$ 22,571	$ 48,828	$ 42,319
Operating grants and contributions	37,847	35,260	34,011	36,208	71,858	71,468
Capital grants and contributions	2,374	472	3,616	7,074	5,990	7,546
General revenues:						
Sales taxes	26,379	25,658	-	-	26,379	25,658
Property taxes	8,468	8,704	-	-	8,468	8,704
Other taxes	12,944	12,710	-	-	12,944	12,710
Other revenues	2,930	741	-	-	2,930	741
Investment earnings	6,819	6,539	2,245	2,063	9,064	8,602
Total revenues	122,124	109,832	64,337	67,916	186,461	177,748
Expenses						
General government	10,278	15,474	-	-	10,278	15,474
Public safety	59,656	59,689	-	-	59,656	59,689
Public works	24,021	40,038	-	-	24,021	40,038
Parks, culture, and recreation	5,927	4,894	-	-	5,927	4,894
Housing and community development	7,430	3,728	-	-	7,430	3,728
Transit	-	-	40,544	41,323	40,544	41,323
Golf course	-	-	5,527	4,041	5,527	4,041
Montebello Hilton	-	-	6,607	5,963	6,607	5,963
Home2suites	-	-	14,234	11,503	14,234	11,503
Water	-	-	-	-	-	-
Interest on long-term debt	8,848	8,470	-	-	8,848	8,470
Unallocated infrastructure depreciation	701	701	-	-	701	701
Total expenses	116,861	132,994	66,912	62,830	183,773	195,824
Change in net position before transfers	5,263	(23,162)	(2,575)	5,086	2,688	(18,076)
Transfers	818	2,000	(818)	(2,000)	-	-
Change in net position after transfers	6,081	(21,162)	(3,393)	3,086	2,688	(18,076)
Net position - beginning of year, as restated	(2,737)	16,210	54,777	51,753	52,040	67,963
Net position - end of year	$ 3,344	$ (4,952)	$ 51,384	$ 54,839	$ 54,728	$ 49,887

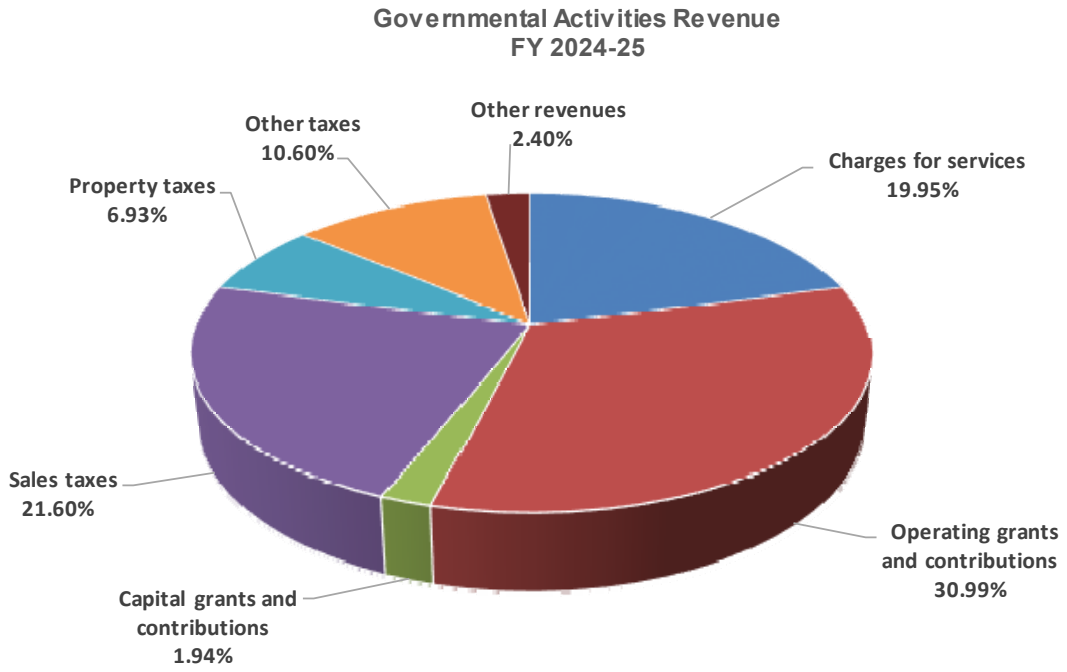
Governmental Activities

- As reflected in the Statement of Activities schedule above, Governmental activities increased the City's total net position (after transfers) by $6.085 million, and Business-type activities decreased the net position by $3.393 million, combining to increase total net position by $2.688 million ($54.728 million) vs. June 30, 2024.

Key factors of this change in governmental activities include the following:

Revenues:

The pie chart below shows the relative percentage each major category of revenue (program and general) comprises of the $121.431 million in total Governmental Activities revenue.



- Total governmental activities revenues increased by $12.292 million (10.07%). This is mainly due to increases in these revenue categories: Charges for Services ($4.615 million), Operating Grants and Contributions ($2.587 million) and Capital Grants and Contributions ($1.902 million).

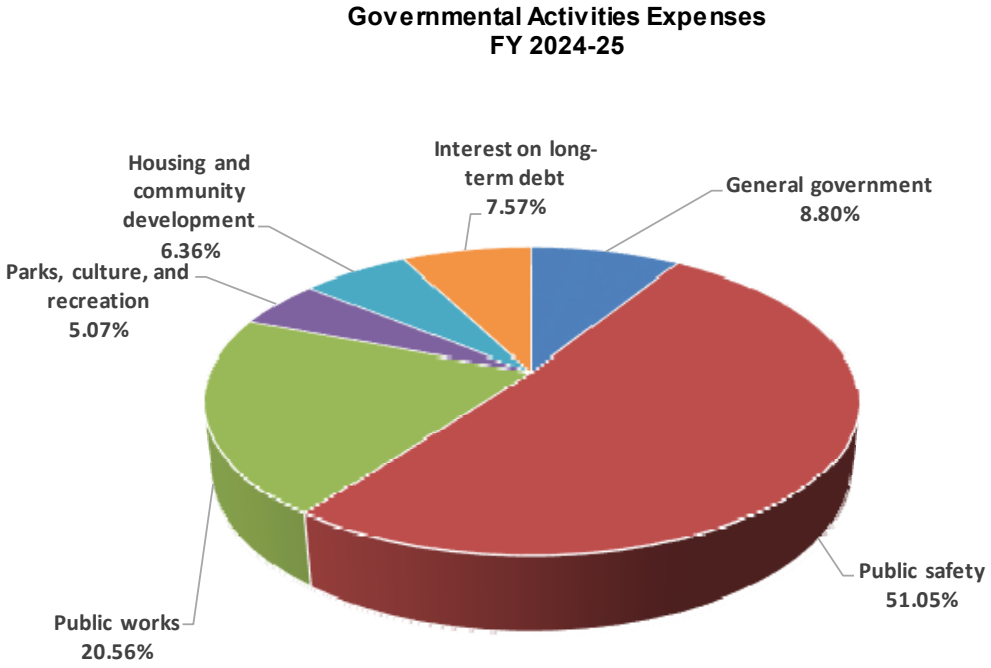
- Operating Grants and Contributions (e.g. allocations of funds derived from Los Angeles County Metropolitan Transportation Authority Local Return Funds Propositions A and C, and Measures R and M) represent 30.99% of Governmental Activities revenue.

- Sales tax revenues were the second largest portion of total governmental activities revenues (21.60%). Sales tax revenues increased by $0.721 million, to $26.379 million as of June 30, 2025.

- Charges for services were the third largest source of revenue for governmental activities (19.95%). Charges for services in governmental funds include licenses and permits, fines and forfeitures, waste collection, etc. Compared to the prior fiscal year, this program revenue increased by approximately $4.615 million, or 18.94%.

Expenses

The cost of providing all governmental activities in 2025 was $116.857 million, a decrease in expenses of $16.133 million (13.81%) when compared to June 30, 2024. There were increases and decreases to different categories, causing the overall reduction. Housing and Community Development increased the most ($3.702 million, 49.83%), followed by an increase in Parks, Culture and Recreation ($1.033 million, 17.43%); while Public Works decreased significantly by $16.017 million, and General Government decreased by $5.196 million. Public Safety remained relatively consistent, with a slight decrease of $0.036 million (0.06%).



Program revenues of $64.584 million offset a portion of the $116.857 million in Governmental Activities expenses, with general revenues used to offset $57.540 million of governmental activities expenses considered "public benefit." This portion of expenses is funded by general revenues – which are primarily derived from taxes (i.e., sales, property, transient occupancy, etc.).

- Public Safety accounted for 51.05% of Governmental Activities expenses ($59.653 million).
- Public Works activities of $24.021 million comprised 20.56% of Governmental Activities expenses.

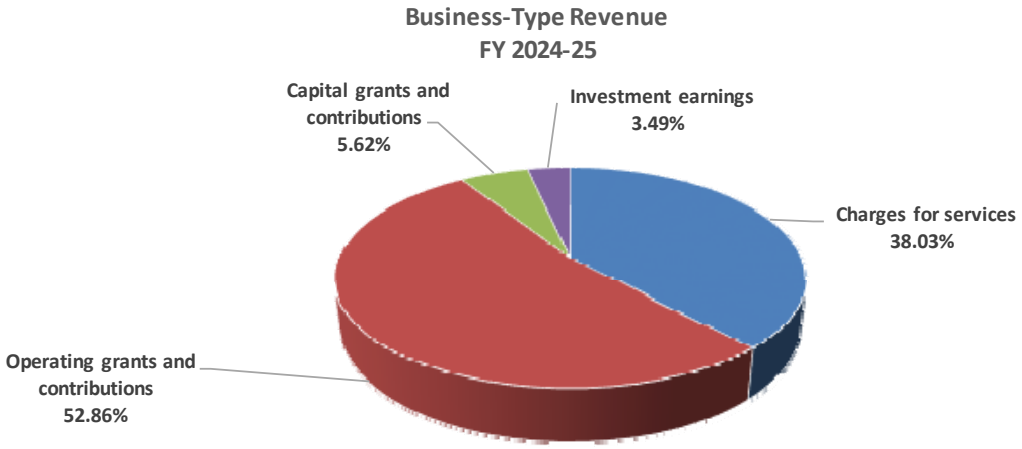
Business-type Activities

The City operates the following business-type activities: Transit System (i.e., Montebello Bus Lines), Golf Course, Hilton Garden Inn and Home2Suites. The City's Transit System is the largest business-type operation (as defined by operating expenses), followed by Home2Suites, the Hilton Garden Inn and the Golf Course.

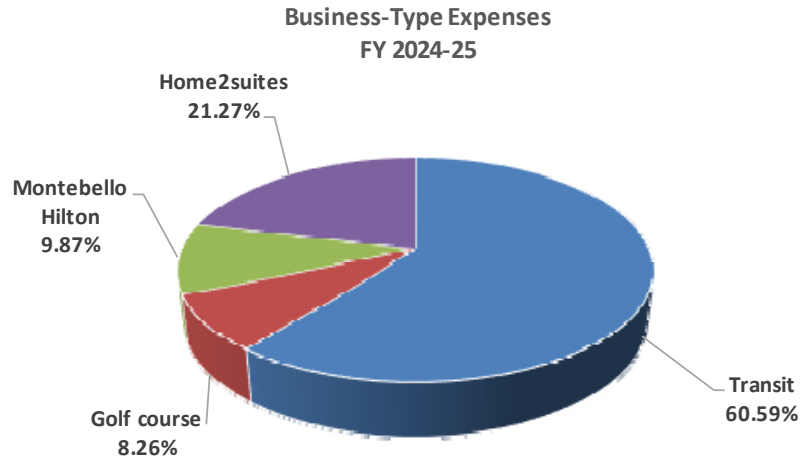
Business-type activities decreased the City's net position after transfers by $3.393 million, primarily a result of expenses exceeding revenue (excluding transfers) by $2.575 million ($66.912 million vs. $64.337 million).

Total revenues for business-type activities were $64.337 million, compared to $67.916 million in the previous fiscal year, constituting a 5.56% decrease ($3.578 million). The overall change is due to a $3.458 million decrease in Capital Grants and Contributions and a $2.197 million decrease in Operating Grants and Contributions, partially offset by an increase of $1.894 million in Charges for Services.

The pie chart below shows the ratio that various program revenues comprise of the total amount of Business-type Activities revenue. Approximately 38.03% of revenue came from Charges for Services, which was generated from bus fares, special contracts, and revenue from hotel room fees, while the remaining 61.97% comes from State and Federal subsidies in the form primarily of Transit related grants and related revenue from Federal, State and local (i.e., Los Angeles County Metropolitan Transportation Authority) agencies.



Business-type Activities expenses increased $4.082 million (6.10%) in FY 2024-25 when compared to the prior fiscal year ($66.912 million versus $62.830 million). The pie chart below shows the composition that each operation comprises of total Business-type expenses:



- The Transit System reported operating revenues of $40.544 million, a $0.779 million decrease (1.92%) when compared to FY 2023-24. There was a decrease a in Federal and State transit assistance ($1.148 million) and a total net decrease Local Return Funds ($1.050 million) funding (i.e., Propositions A and C and Measures M and R). Operating expenses in FY 2024-25 were $38.870 million, a $0.225 million increase from the prior fiscal year. The majority of this increase ($2.815 million) was in Salaries and Benefits. Net position decreases slightly by $0.574 million, to $55.788 million

- The Hilton Garden Inn reflected operating net income of $0.279 million slightly less than the $0.812 million surplus in FY 2023-24. The net income (surplus) is attributable to the recovering economy and the return of leisure and business travelers, leading to a direct increase in total occupancy. Operating revenues were very little changed year over year at $6.685 million (vs. $6.546 million in FY 2023-24), and operating expenses were up slightly ($0.672 million to $6.406 million. Total change in net position was a positive $0.179 million, contribution to ending net position of $1.547 million as of June 30, 2025.

- The Montebello Home2Suites reflected operating net income of $1.335 million. Operating revenue was $13.417 million, an increase of $0.716 million vs. the prior fiscal year. As the economy recovers from the pandemic, a return to leisure and business travel has positively impacted the hotel's operations. Operating expenses of $12.083 million increased $2.793 million vs. FY 2023-24. Total net position decreased by $2.433 million, when taking into account a transfer out of $2.157 million.

- The City's Golf Course was closed for renovation from September 2022 through April 2024. The complete re-imagining of the Golf Course resulted in a new layout with two courses: a 9-hole and 6-hole (lighted) course. For FY 2024-25, the first full year of operations after the renovations, the net operating loss was $2.555 million. This was primarily due from final contractual expenses (net amount of $3.109 million) related to construction of the clubhouse, which was completed in October 2024.

Governmental Funds Financial Analysis (Reporting the City's most Significant Funds)

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information may be useful in assessing the City's financing requirements, in particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of June 30, 2025, the City's governmental funds (i.e., major funds such as the General Fund, Retirement Fund, Local Return Funds, etc.) reported total combined ending fund balances of $109.580 million, a decrease of $1.999 million as compared with the prior fiscal year. All governmental fund balances are either non-spendable, restricted, committed, assigned, or unassigned pursuant to GASB 54.

Non-spendable indicates they are fund balances tied to inventories, prepaid expenses and property held for sale. The *restricted* fund balance category includes amounts that can be spent only for the specific purposes stipulated by constitution, external resource providers, or through enabling legislation. These restrictions of fund balance are to indicate that portions of fund balance are not available for new spending, because they have already been committed to 1) finance Special Revenue Fund expenditures, 2) pay debt service, or 3) finance ongoing capital projects.

Amounts in the *committed* fund balance are constrained for specific purposes that are internally imposed by the government through formal written action of the City Council. Amounts in the *assigned* fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as *restricted* or *committed*. The City has designated committed or assigned fund balances as of June 30, 2025 per the City Council approved General Fund reserve policies (see next paragraph for further explanation). *Unassigned* fund balance is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications.

It should be noted that updated comprehensive reserve policies were originally adopted by the City Council in June 2020 and have been presented for formal adoption as part of the budget process every fiscal year since. These reserve policies created commitments and assignments in line with GASB 54, detailing specific uses for the commitments or assignments such as "Economic Uncertainty" or "Capital Projects." These new policies, and the assignment of portions of the General Fund's fund balance, have been partially implemented as of June 30, 2025.

A Commitment for Economic Uncertainties ($16.000 million) has been made. Should future fund balances grow, additional designations per the reserve policies will be made per the City Council adopted policy.

The General Fund is the City's main operating fund. It is used to account for revenues and expenditures necessary to perform basic government functions that are not accounted for through other special revenue and grant funds. These are the typical services residents see daily: police and fire service, street maintenance, community services programming, code enforcement, park maintenance, etc.

The table below presents a comparison of General Fund revenues, expenditures, and fund balance. The General Fund saw a use of fund balance of $7.258 million – from $31.757 million to $24.499 million as of June 30, 2025. Fund Balance is 32.07% of Operating Revenues.

City of Montebello
General Fund
As of June 30
(in thousands)

	2025	2024	Change Amount	Change %
Operating revenues	$ 76,389	$ 74,028	$ 2,361	3.09%
Operating expenditures	88,722	88,459	263	0.30%
Excess of revenues over (under) expenditures	(12,333)	(14,431)	2,098	-17.01%
Net operating transfers	5,047	5,809	(762)	-15.10%
Proceeds from issuance of debt	28	11,911	(11,883)	-42439.29%
Surplus / (Deficit)	(7,258)	3,289	(10,547)	145.32%
Beginning fund balance	31,757	28,468	3,289	10.36%
Ending fund balance	$ 24,499	$ 31,757	$ (7,258)	-29.63%

The key factors impacting major revenue and expenditure categories are highlighted below:

- General Fund operating revenues (i.e., taxes, charges for services, licenses and permits, etc.) increased by $2.033 million (2.73%) from the prior year, which is primarily due to the overall increase in sales tax ($0.721 million), property tax ($0.134 million), Licenses and Permits ($2.181 million) and Charges for Services ($2.110 million), net of a decrease of $3.814 million in Intergovernmental revenue.

- The increase to Property Tax reflects continued improvement in overall assessed value in the City, as well as additions to total assessed value with completed residential construction in Metro Heights and other smaller developments within the City. The Metro Heights development is also partially responsible for increases to License and Permits and Charges for Services revenue (totaling $4.291 million) due to building permits and plan check fee revenue from this residential housing project.

- Other Revenue increased $1.079 million from one-time insurance reimbursement payments related to water damage at the Police Headquarters ($0.301 million), reimbursement from FEMA for a Federal Disaster Declaration from winters storms in 2022 ($0.116 million), and continued reimbursement from the National Opioid Settlement.

- General Fund expenditures increased year-over-year by $7.214 (8.85%). The largest year-over-year changes in operating expenses were Public Safety (increased by $5.896 million), General Government (decrease of $4.313 million), Capital Outlay (increase of $2.554 million) and Housing and Community Development (increase of $3.702 million).

- The majority of Capital Outlay expenses are related to the citywide solar project – $3.112 million of the $5.510 million total.

- Expenses related to salaries, benefits (including special pays) and overtime in Police and Fire contributed to the year-over-year increase, $2.037 million in the Police Patrol Division and $1.649 million in the Fire Suppression Division.

- The increase in Housing and Community Development is primarily from the movement of Building Services from Public Works when comparing FY 2024-25 to FY 2023-24 ($2.212 million).

- The year-over-year decrease in General Government is from a drop in settlement related expenses of $1.902 million and an increase of $2.161 million in administrative overhead charged as part of the City's cost allocation plan –recorded as a credit to expenses for financial reporting purposes vs. recorded as revenue for budget presentation.

- Non-operating transfers in (i.e., revenue) related to reimbursement from the Retirement Fund increased $0.863 million in FY 2024-25 (see paragraph which follows), with a one-time transfer in of $.100 million from the George Miller fund to reimburse for Fire Department related training expenses.

The table below provides detail of General Fund revenue by major category for FY 2024-25:

City of Montebello
General Fund
As of June 30

	Budgeted Amounts		2025	Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues				
Sales taxes	$ 26,625	$ 26,625	$ 26,379	$ (246)
Property taxes	17,060	17,060	17,508	448
Other taxes	660	660	606	(54)
Franchise taxes	3,325	3,325	3,298	(27)
Licenses and permits	7,163	7,163	9,725	2,562
Fines and forfeitures	3,145	3,145	2,884	(261)
Investment income	520	520	1,609	1,089
Intergovernmental	15	15	1,042	1,027
Charges for services	9,252	9,252	11,209	1,957
Rents and Concessions	-	-	331	331
Other revenue	499	499	1,798	1,299
Total revenues	$ 68,264	$ 68,264	$ 76,389	$ 8,125

Retirement Fund is reserved for the payment of retirement expenses (both Normal Cost and Unfunded Accrued Liability) for all employees of the City. The Retirement Fund is financed by the retirement portion of the property tax revenue (i.e., property tax override) pursuant to a 1946 voter approved initiative to provide for the retirement benefit costs of City employees. Property Tax is the single largest source of revenue for this fund, $17.860 million for FY 2024-25. The City's Retirement Fund increased its fund balance by $4.285 million as of June 30, 2025, to a total of $34.711 million.

The largest expense is the $12.922 million in Transfers Out related to the reimbursement of General Fund pension costs and payment of debt service on the $153.4 million in Pension Obligation Bonds issued in June 2020. The expenses related to pension costs (General Fund) and debt service (Debt Service Fund) are recognized as non-Operating Expenses (i.e., Transfers Out). The $0.890 million expense in General Government is the annual lump-sum payment to PERS for the unfunded liability as determined by the annual actuarial report.

Transportation and Street Improvement Funds category is used to account for the activity of Los Angeles County Metropolitan Transportation Authority (Metro) Local Return Funds and State of California Gas Tax funds. This is a relatively new presentation of these funds which began with the financial statements as of June 30, 2023, combining activity to better illustrate the revenue and expenses related to street and roads funds. During the year ended June 30, 2025, fund balance decreased by $0.696 million. Total expenditures were $8.506 million, an increase of $5.302 million from FY 2023-24, reflecting the resumption of capital project work in FY 2024-25.

Public Financing Authority Debt Service Fund is used to account for the accumulation of resources required for the payment of interest and principal on all revenue bonds issued by the Public Financing Authority. As of June 30, 2025, fund balance increased by $0.284 million – from $6.035 million to $6.320 million. This fund is designed to act as a conduit for payment of debt service: Debt Service expenses (principal and interest charges) generally equal Non-Operating Transfers In (revenue).

Capital Asset and Debt Administration

Capital Assets

The City's capital assets for its governmental and business-type activities as of June 30, 2025 amounted to $300.626 million, net of accumulated depreciation, an $8.616 million increase (2.87%) over the prior year. Capital assets include land, buildings, improvements, machinery and equipment, park facilities, roads, highways, and bridges. The table below provides a year-over-year comparison of capital assets (net of depreciation), broken out by Governmental Activities and Business-type Activities:

City of Montebello
Summary of Capital Assets, Net of Depreciation
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2025	2024 As Restated	2025	2024	2025	2024 As Restated
Land	$ 3,413	$ 3,413	$ 6,272	$ 6,272	$ 9,685	$ 9,685
Rights of way	14,392	14,392	-	-	14,392	14,392
Construction in progress	31,635	30,303	7,550	46,891	39,185	77,194
Buildings and improvements	99,027	95,653	108,549	65,791	207,576	161,444
Machinery and equipment	9,559	8,040	20,319	22,128	29,878	30,168
Infrastructure	(855)	(1,641)	-	-	(855)	(1,641)
Right-to-use subscription assets	534	768	231	-	765	768
	$ 157,705	$ 150,928	$ 142,921	$ 141,082	$ 300,626	$ 292,010

The capital asset classes include:

- Sewer system, including sewer pipes, pumping stations, manholes, and laterals;
- Storm drain system, including storm drainpipes, flood control channels, and catch basins;

- Streets, including pavement, curb and gutter, sidewalks, medians, greenways, block walls and traffic signals;
- Buildings, including building remodels, building lighting systems, building equipment, and building roofs; and
- Parks, including associated structures and infrastructure assets.

Long-Term Liabilities

At the end of Fiscal Year 2024-25, the City had total debt outstanding of $375.652 million, a decrease of $17.471 million compared to the prior year. This decrease is from reductions in outstanding amounts across revenue and pension bonds, as well as a decrease in claims payable of $2.891 million.

The outstanding debt includes $156.593 million of revenue bonds and $126.770 million of pension obligation bonds. Capital lease obligations decreased to $1.084 million (from $1.427 million), and Subscription liabilities increased to $0.272 million (from $0.043 million), reflecting the implementation of GASB 96, *Subscription-Based Information Technology Arrangements*. Compensated absences decreased by $0.024 million, resulting in a total liability of $10.920 million. The City's Other Postemployment Benefit Obligation (OPEB) liability – as determined by the updated GASB 75 actuarial valuation – decreased by $1.543 million to $28.437 million.

The table below provides an overview and comparison of the various types of long-term liabilities:

City of Montebello
Summary of Long-term Debt
As of June 30
(in thousands)

	Governmental Activities		Business-type Activities		Total	
	2025	2024 As Restated	2025	2024	2025	2024 As Restated
Revenue bonds, net	$ 78,797	$ 82,177	$ 77,796	$ 80,692	$ 156,593	$ 162,869
Pension bonds, net	92,960	97,023	33,810	35,287	126,770	132,310
Claims payable	31,804	34,695			31,804	34,695
Notes payable	15,889	16,843	3,883	4,012	19,772	20,855
Capital lease obligation	661	888	423	539	1,084	1,427
Subscription liability	40	43	232	-	272	43
Compensated absences	8,532	9,136	2,388	1,808	10,920	10,944
Other postemployment benefits obligation	24,832	26,180	3,605	3,800	28,437	29,980
Subtotal	253,515	266,985	122,137	126,138	375,652	393,123
Less current portion	25,196	19,098	6,431	5,556	31,627	24,654
Noncurrent portion	$ 228,319	$ 247,887	$ 115,706	$ 120,582	$ 344,025	$ 368,469

Additional information on the City's long-term debt can be found in Note 7 to the basic financial statements section of this report.

Credit Rating

As of the date of this ACFR, the City's S&P issuer credit rating (ICR) improved from "A+" to "AA-", with the underlying credit rating on the City's outstanding lease revenue bonds improving to "A+" (from "A"), with a "stable" outlook. These latest ratings were updated when S&P Global Ratings conducted a scheduled credit rating review in October 2025.

The rating action reflects S&P Global Ratings view of the City's strong General Fund performance over the past few years, driven by robust growth in both property tax and sales tax revenue, which is expected to continue. Operating surpluses during the past three years have also lead to a recovery in available General Fund reserves, which are now in compliance with the City's GASB 54 reserve policy. Additional detail can be found in the October 1, 2025 S&P Global Ratings Report "Montebello, CA and Pension Obligation Bonds Upgraded to 'AA-' on Strong Performance; Lease Revenue Bonds raised to 'A+'. "

Organizational and Economic Overview

The financial statements and commentary found in prior ACFR's had been dominated by discussion of the impacts of the Coronavirus pandemic. For the results as of June 30, 2025, the economic and financial impacts of the pandemic have disappeared and there appears to be a return to "pre-pandemic" economic and financial activity – albeit tempered by continued lingering inflationary effects, which impact interest rates on home mortgages, vehicle financing, credit card debt, etc. In addition, immigration raids, tariffs, freezing of Federal funds for various activities, passage of a major tax bill, firings of hundreds of thousands of Federal employees, expiration of health insurance incentives, continued security strife in the Middle East, Ukraine, Venezuela and elsewhere, and overall chaos and uncertainty over much of the Federal Governments' operations have impacted the economy – locally, regionally and nationally – and society at large.

Despite the litany of changes in the norms of Federal policy and operations – and the impacts these changes are having on communities – the local Montebello economy appears to be healthy, as evidenced by continued strong sales and transaction and use tax performance, as well as positive property tax revenue performance. Also, the City's two hotels are performing well, seeing occupancy rates at or above levels last seen pre-pandemic (i.e., 2019).

For the second half of Fiscal Year 2024-25 the discussion surrounding the economy focused on tariffs, and the near-constant changes in amounts and to which countries and products the tariffs applied. The uncertainty which the blitz of tariff changes brought to the economy dominated talk about the impacts the ever-changing tariff policies will have on the average consumer – and what this could mean for the economy at large. Tariffs are a tax on the consumer, and while it appears many major businesses have not fully passed on the tariff impact to the consumer, the question lingers about how long that can last. At some point, businesses will be forced to pass along the increased costs associated with higher tariffs, which could result in even higher prices across a broad range of goods and services.

Because there is so much in the larger economy out of the City's control, it is imperative that Montebello's economic development activities promote projects that expand the City's sales tax and property tax base. Looking ahead, there is much to be excited about in Montebello in these arenas, with several projects begun prior to FY 2024-25 that will contribute to the City's long-term economic health and viability once completed in the near future. In 2026, the following business are expected to open operations in Montebello: Dutch Brothers Coffee, Round 1, Hobby Lobby, Yard House Brewery, and many more retail operations that will further strengthen the City's sales tax base.

The issuance of $15.140 million in lease revenue bonds in September 2022 (LRB Series 2022A) has ushered in a new era for the City's public golf course, with re-opening of the golf course occurring in April, 2024, followed by the clubhouse opening in October, 2024. These bond proceeds have been used to completely reconstruct the existing golf course and constructing a new and modern clubhouse, creating a championship 9-hole course, a 6-hole "executive" course, and adding lights for the ability to play golf during evening hours.

Fiscal Year 2024-25 was the first full fiscal year of operations for the new Golf Course, and expenses related to the clubhouse construction are recorded in the Golf Course fund for this fiscal year. Staff are closely monitoring operations and adjusting green fees accordingly to match ongoing revenue with ongoing expenses.

Connected to the Golf Course Renovation Project is the Topgolf facility, constructed on 15 acres of the existing golf course property. Topgolf opened to the public in May, 2024. This project is funded with $55.4 million in lease revenue bonds issued in December 2022 (LRB Series 2022B). In a unique financing arrangement, the Public Financing Authority issued the bonds, with a sub-lease and guaranty tied to the issuance that requires Topgolf to pay the annual debt service (i.e., improvement rent). The completed Topgolf facility is a three-story entertainment and event center, featuring 102 hitting bays, a restaurant, meeting space and a pro shop. In addition to the commitment to pay annual debt service, Topgolf pays an annual lease for the use of City property ($1.150 million for the first five years, with increases every five years thereafter). In addition, the facility generates sales tax revenue, which helps boost overall General Fund revenue.

As noted in the preceding pages, the General Fund's fund balance is $24.499 million as of June 30, 2025. The fiscal year ending June 30, 2025 again allowed for partial implementation of the reserve policies approved by the City Council in June 2020. One Commitment – Economic Uncertainties – has been reserved in fund balance ($16.000 million). The fund balance represents 32.07 % of General Fund operating revenue. Details on General Fund reserve classifications can be found in Note 13.

These are just a few highlights of the many projects underway in Montebello that are aimed at improving residents' lives and helping to put the City on a long-term path to financial stability and sustainability. Some other projects that either began or were continued into FY 2024-25 are the following:

- Designation as a "Most Business Friendly City 2025" by the Los Angeles Economic Development Council
- Completion of a portion of the "Paving the Way" projects that improved residential street and road conditions
- Major repairs to the City's aging sewer system, utilizing a portion of the City's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) allocation
- Expansion of the Montebello Community Assistance Program (MCAP) aimed at helping the City's unhoused population
- Update of the City's General Plan, the first in over forty years, with adoption by the City Council in April, 2024
- Completion of a park and facilities needs assessment study and master plan
- Completion of significant facility repair and upgrade projects, eliminating years of deferred maintenance on key City facilities
- Renovation of the City Park baseball field
- Creation of a Community Resource Center at Chet Holifield Park
- Introduction of improved purchasing and procurement guidelines
- Receiving the Government Finance Officers Association (GFOA) award for budget preparation for the sixth time in the history of the City
- Approval to finance installation of solar panels at City facilities

Management and the City Council continue to be dedicated to improving Montebello's long-term financial sustainability. Pursuing projects that are externally and internally focused – capital and infrastructure projects as well as organizational improvements – will strengthen Montebello's abilities to weather changes in the economy as well as the "next pandemic," in whatever form that may appear.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report can be answered by visiting the City's website at www.montebelloca.gov.

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **AUTHORIZE RECEIPT OF GRANT AWARD FROM CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY ("CALRECYCLE") FOR THE ILLEGAL DISPOSAL SITE ABATEMENT GRANT PROGRAM**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the acceptance of $275,000 in grant funds awarded to the City of Montebello by the California Department of Resources Recycling and Recovery (CalRecycle) through the Illegal Disposal Site Abatement Grant Program; and
2. Authorize the City Manager, and the Director of Planning and Community Development, as designee, to execute any documents or agreements, and any amendments thereto, necessary for the City's participation in the grant program; and
3. Amend the Fiscal Year 2025-26 budget by increasing appropriations by $275,000 in Account No. 271-50-594-6040.10 (CalRecycle - Disposal Sites Abatement, Community Development, CalRecycle - Disposal Sites Abate [expenditures, Other Contract Services]) and $275,000 in Account No. 271-99-4198.51 (CalRecycle-Disposal Sites Abate, Non-Departmental, Miscellaneous Grants, CalRecycle – Disposal Sites Abate [revenue]); and
4. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello was awarded $275,000 through the CalRecycle Illegal Disposal Site Abatement Grant Program for the Fiscal Year 2025-26. There is no matching funds requirement for this grant. The grant operates on a reimbursement basis, meaning the City will incur upfront costs and submit documentation to CalRecycle for reimbursement in accordance with the grant agreement.

In accordance with the grant requirements, the funds are to be distributed to a specific

CalRecycle Illegal Disposal Site Abatement Grant Account, which will reflect the following budget:

1. Clean-Up/Removal	$178,750.00
2. Construction/Application	$63,250.00
3. Disposal	$24,750.00
4. Planning/Design/Development/Fabrication	$8,250.00
TOTAL	**$275,000.00**

The grant funds will support the remediation of illegal dumping and solid waste disposal on multiple properties within the City. The recommended action requires amending the Fiscal Year 2025-26 budget by increasing appropriations by $275,000 in Account No. 271-50-594-6040.10 (CalRecycle - Disposal Sites Abatement, Community Development, CalRecycle - Disposal Sites Abate, Other Contract Services [expenditures]) and $275,000 in Account No. 271-99-4198.51 (CalRecycle-Disposal Sites Abate, Non-Departmental, Miscellaneous Grants, CalRecycle – Disposal Sites Abate [revenue]).

BACKGROUND/DISCUSSION:

The California Department of Resources Recycling and Recovery (CalRecycle) administers the Solid Waste Disposal and Codisposal Site Cleanup Grant Program, which provides financial assistance to local agencies to remediate illegal dumping and solid waste disposal sites where responsible parties cannot be identified or are unable or unwilling to perform cleanup activities.

Through this competitive statewide grant program, CalRecycle allocated $1,000,000 in Fiscal Year 2025-26 for Illegal Disposal Site Abatement Grants to support local agencies addressing illegal dumping that poses risks to public health, safety, and the environment. The Planning and Community Development Department submitted an application requesting funding to support cleanup and remediation efforts at properties experiencing illegal dumping and nuisance conditions. CalRecycle approved the City’s request and awarded $275,000 in grant funding to support these efforts.

Staff received the Grant Award Notification from CalRecycle, dated March 6, 2026, approving the City grant application request for $275,000 (Attachment A). The grant performance period will begin upon issuance of a Notice to Proceed from CalRecycle and will extend through June 30, 2028, providing the city with approximately two (2) years to complete the project activities. The City of Montebello was one of three jurisdictions

selected statewide for funding in this grant cycle, along with the City of Oakland and the City of Riverside.

The City's project will focus on the remediation of eight (8) properties that have active Code Enforcement cases and have been determined to constitute public nuisances due to constant illegal dumping and associated environmental hazards. The project will be coordinated by the Planning and Community Development Department in collaboration with the City's CLEAN Task Force, a collaborative effort involving Code Enforcement, Public Works, the Police Department, and the Fire Department's MCAP (Montebello Community Assistance Program).

As part of the program, the City will remove illegally disposed waste, remediate the affected sites, and implement preventive measures to deter future dumping activities. Preventive measures may include the installation of fencing, improved lighting, signage, and ongoing inspections by City staff. Additionally, because grant funds will be used to remediate private properties, the City will pursue cost recovery from responsible property owners through liens, special assessments, or other legal mechanisms consistent with the Montebello Municipal Code and the CalRecycle grant requirements. When liens are placed on properties for cleanup or remediation activities funded in whole or in part by the grant, the City will include CalRecycle as an additional party on such liens so that CalRecycle may recover its proportional share of the grant-funded cleanup costs in accordance with the terms and conditions of the grant agreement.

ENVIRONMENTAL:

The recommended actions are not subject to further environmental review under the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines (Title 14, California Code of Regulations).

The proposed actions consist of the acceptance of grant funding from the California Department of Resources Recycling and Recovery ("CalRecycle"), authorization for City officials to execute associated agreements and amendments necessary to implement the grant program, and a corresponding budget amendment to appropriate and recognize grant funds. These actions are administrative and fiscal in nature and do not constitute a "project" as defined by CEQA because they do not involve any commitment to a specific physical improvement, construction activity, or other action that may result in a direct or reasonably foreseeable indirect physical change in the environment.

Additionally, even if the actions were deemed to constitute a project, they would be exempt from CEQA review pursuant to Section 15378(b)(4) of the State CEQA Guidelines, which exempts the creation of government funding mechanisms or other fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. Future activities that may be undertaken using the grant funds, including any site-specific illegal disposal site abatement or remediation efforts, will be subject to separate environmental review, as required by CEQA, at the time such activities are proposed and sufficiently defined.

Accordingly, no further environmental review is required for the approval of the

recommended actions.

ANALYSIS:

Illegal dumping, unsanitary conditions, and poorly maintained vacant properties create unsafe conditions, degrade neighborhood quality, and require significant City resources to address. The CalRecycle funding provides the City with financial assistance to remediate problem sites and implement preventative measures to reduce future illegal dumping.

Acceptance of this grant will support the City's Code Enforcement and neighborhood improvement efforts while reducing the financial burden on the City's general fund.

To ensure fiscal accountability and protect public resources, all costs incurred by the City in connection with abatement, remediation, and related enforcement activities will be fully documented and itemized. Such costs will be attributed to the respective subject properties and pursued for recovery from responsible property owners through all available legal mechanisms, including, but not limited to, the recordation of a *lis pendens*, special assessments, liens, or other appropriate cost recovery actions, as authorized by law, to secure full reimbursement to the City.

SUMMARY:

The City of Montebello has been awarded $275,000 from CalRecycle's Illegal Disposal Site Abatement Grant Program to support the cleanup and remediation of illegal dumping sites within the City. The project will address eight (8) properties identified as public nuisances and will include cleanup activities and preventive measures to deter future dumping.

Staff recommends that the City Council approve the acceptance of this grant funding, amend the Fiscal Year 2025-26 budget by increasing appropriations by $275,000 in Account No. 271-50-594-6040.10 (CalRecycle - Disposal Sites Abatement, Community Development, CalRecycle - Disposal Sites Abate, Other Contract Services [expenditures]) and $275,000 in Account No. 271-99-4198.51 (CalRecycle-Disposal Sites Abate, Non-Departmental, Miscellaneous Grants, CalRecycle – Disposal Sites Abate [revenue]), and authorize the City Manager, and the Director of Planning and Community Development to execute the necessary agreements and budget amendments required to implement the program.

ATTACHMENT(S)

1. Attachment A - Grant Agreement
2. Attachment B – Resolution No. 26-26

Grant Agreement Cover Sheet

Grant Number
SWC104-25-0005
Name of Grant Program
2025-26 Illegal Disposal Sites Abatement Grant Program
Grantee Name
City of Montebello
Taxpayer's Federal Employer Identification Number
95-6000746
Total Grant not to Exceed
$275,000.00
Start of Grant Term
Notice to Proceed Email Date
End of Grant Term
June 30, 2028

The Department of Resources Recycling and Recovery (CalRecycle) and City of Montebello (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions
Exhibit B – Procedures and Requirements
Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle. In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

Department/Grantor Name	Grantee Name
CalRecycle	City of Montebello
Signature of CalRecycle's Authorized Signatory	**Signature of Grantee's Authorized Signatory (as authorized in Resolution, Letter of Commitment, or Letter of Designation)**
X	
Printed Name of CalRecycle's Authorized Signatory	**Printed Name of Grantee's Authorized Signatory**
Lu Saephanh	Joseph Palombi
Title	**Title**
Deputy Director, CalRecycle	Director of Planning and Community Development
Date	**Date**
	03/10/2026

Grantee Payment Address
Planning & Community Development Department 1600 W. Beverly Blvd Montebello, CA 90640

Revised Grantee Payment Address (if needed)

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
$275,000.00		$275,000.00
Grant Year/Program	**Chapter**	**Statute Year**
2025-26 Illegal Disposal Sites Abatement Grant Program	655	1993
Org Code	**Reference**	**Fund**
3970	516	0386
Enactment Year	**Fiscal Year**	**Fund Title**
1993	2025-26	SWDTF

Fi$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39705000	3700000222	5340580

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

Signature of CalRecycle Budget Office		Date
Jacqueline Fulkerson	Digitally signed by Jacqueline Fulkerson Date: 2026.03.05 14:19:23 -08'00'	03/05/2026

RESOLUTION NO. 26-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY ("CALRECYCLE") ILLEGAL DISPOSAL SITE ABATEMENT GRANT PROGRAM AWARD FOR FISCAL YEAR 2025-26 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT RELATED TO THE GRANT AWARD ON BEHALF OF THE CITY

RECITALS

WHEREAS, the City of Montebello ("City") has been awarded a grant in the amount of $275,000 from the California Department of Resources Recycling and Recovery ("CalRecycle") under the Illegal Disposal Site Abatement Grant Program ("Grant") for Fiscal Year 2025-26; and

WHEREAS, this grant will support the City's efforts in cleanup and remediation of illegal dumping and solid waste disposal sites that pose a risk to the public health, safety, and the environment; and

WHEREAS, on February 26, 2026, the California Department of Resources Recycling and Recovery ("CalRecycle") announced the Fiscal Year 2025–26 Illegal Disposal Site Abatement Grant Program awards; and

WHEREAS, on March 6, 2026, the City of Montebello received official notification from CalRecycle that the City had been awarded $275,000 through the Illegal Disposal Site Abatement Grant Program to support the cleanup and remediation of illegal disposal sites within the City; and

WHEREAS, the City will use the grant funds to conduct cleanup and remediation activities, implement preventative measures, and pursue cost recovery from responsible property owners through all available legal mechanisms consistent with the Grant program requirements; and

WHEREAS, there is no matching funds requirement for this Grant, and the total approved project budget is $275,000, covering a two-year period beginning upon issuance of a Notice to Proceed from CalRecycle and extending through June 30, 2028, for the enforcement activities outlined in the Grant agreement; and

WHEREAS, acceptance of the Grant requires adoption of a resolution by the City Council authorizing acceptance of the Grant; execution of an agreement with CalRecycle; allow the City to incur Grant-related expenses and receive reimbursements; and permit future amendments to any Grant Agreement without further City Council action ; and

WHEREAS, the City of Montebello desires to participate in the Grant program and proceed with the project activities associated with the Grant.

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

SECTION 1. The City Council hereby formally accepts the Illegal Disposal Site Abatement Grant Program award in the amount of $275,000 for Fiscal Year 2025-26 from CalRecycle and authorizes the City to incur Grant-related expenses and receive reimbursements for such expenses pursuant to the Grant program guidelines. The City Council further authorizes an amendment to the Fiscal Year 2025-2026 budget by increasing appropriations by $275,000 in Account No. 271-50-594 (CalRecycle – Disposal Sites Abatement, Community Development, CalRecycle - Disposal Sites Abate [expenditures]) and $275,000 in Account No. 271-99-4198.51 (CalRecycle – Disposal Sites Abate, Non-Departmental, Miscellaneous Grants, CalRecycle – Disposal Sites Abate [revenue]).

SECTION 2. The City Council hereby authorizes the City Manager, and the Director of Planning and Community Development as designee, to negotiate and execute any necessary documents, including but not limited to the Memorandum of Understanding (MOU) and any other agreements or amendments thereto, required by CalRecycle for the City's participation in the Grant program, in a form approved by the City Attorney's Office.

SECTION 3. The City Manager and the Director of Planning and Community Development are further authorized to take all necessary actions to implement the grant-funded activities, including but not limited to the submission of expenditure reports for reimbursement purposes in accordance with the grant requirements.

SECTION 4. The City shall be subject to the terms and conditions specified by the California Department of Resources Recycling and Recovery (CalRecycle) as a part of a contractual agreement executed by the City Manager, and the Director of Planning and Community Development, as designee. Any and all activities funded, information provided, and timelines represented shall be enforceable through the fully executed contractual agreement. Pursuant to the terms of the Grant Agreement, the City hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved grant application. In accordance with the requirements of the CalRecycle Grant Program, when the City places liens on properties for cost recovery for cleanup or remediation activities funded through the grant, the City shall include CalRecycle on such liens so that CalRecycle may recover its proportional share of the grant-funded cleanup costs.

SECTION 5. The adoption of this resolution is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2), 15060(c)(3), and 15378 of the State CEQA Guidelines, (Title 14, California Code of Regulations). The proposed actions consist of the acceptance of grant funding from the California Department of Resources Recycling and Recovery ("CalRecycle"), authorization for City officials to execute associated agreements and amendments necessary to implement the grant program, and a corresponding budget amendment to appropriate and recognize

grant funds. These actions are administrative and fiscal in nature and do not constitute a "project" as defined by CEQA because they do not involve any commitment to a specific physical improvement, construction activity, or other action that may result in a direct or reasonably foreseeable indirect physical change in the environment. Additionally, even if the actions were deemed to constitute a project, they would be exempt from CEQA review pursuant to Section 15378(b)(4) of the State CEQA Guidelines, which exempts the creation of government funding mechanisms or other fiscal activities that do not involve any commitment to a specific project that may result in a potentially significant physical impact on the environment. Future activities that may be undertaken using the grant funds, including any site-specific illegal disposal site abatement or remediation efforts, will be subject to separate environmental review, as required by CEQA, at the time such activities are proposed and sufficiently defined. Accordingly, no further environmental review is required for the approval of the recommended actions.

SECTION 6. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED, AND ADOPTED THIS 22nd DAY OF APRIL 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
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. 26-26 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 April 2026 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____ _____
Christopher Jimenez, City Clerk

ITEM # 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 of Public Works

SUBJECT: **ACCEPTANCE OF THE LED SIGN PROJECT (CP 933) LOCATED AT CITY HALL – NOTICE OF COMPLETION**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Accept the City Hall LED Sign Project (CP 933) as completed by Monarka Development Corp. (DBA Express Sign & Neon); and
2. Approve the final contract amount with Monarka Development Corp. (DBA Express Sign & Neon) for the City Hall LED Sign Project in the amount of $97,845, including change orders;
3. Approve the Final Total Project Budget (Attachment A);
4. Authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder;
5. Authorize the release of the retention payment of $4,892 due to Monarka Development Corp. (DBA Express Sign & Neon) following the mandatory waiting period from the date the Notice of Completion is recorded;
6. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The final project budget, as detailed in Attachment A, reflects the City Council's previously approved contract amount of $100,000 — including a construction contingency of $7,140 for change orders — for the LED Sign Project at City Hall (CP 933). Additionally, Attachment A shows total expenses for the project totaling $97,845. The recommended actions do not require a budget amendment.

BACKGROUND/DISCUSSION:

On January 14, 2026, the City Council approved an agreement for $92,860 with Monarka Development Corporation, (DBA Express Sign & Neon) for the LED Sign Project (CP 933) located at City Hall. Additionally, the City Council authorized the Director of Public Works to review and approve change orders up to $7,140, bringing the total not-to-exceed project budget to $100,000. This project was funded by the General Fund.

The LED sign at City Hall, originally installed approximately 20 years ago, was determined to be non-operational and was last used in 2019. Through this agreement, the contractor replaced the obsolete components with a modern system, restoring full functionality, enhancing visibility, and ensuring reliable communication capabilities moving forward. Staff has confirmed that the project was substantially complete as of April 22, 2026.

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 County Recorder's Office for the project. Thirty-five (35) days after the recordation of the Notice of Completion by the County Recorder's Office, the City will release all applicable bonds and release the retention if no stop notices are filed within the 35-day period.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff is recommending that the City Council accept the Project as completed, approve the final Project budget and expenditures (Attachment A), including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion (Attachment B) with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to Monarka Development Corp. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT(S)

1. Attachment A - Final Total Project Budget (CP 933)
2. Attachment B - Notice of Completion

LED Sign City Hall (CP 933)

Final Total Project Budget

Project Expenses	Final Cost
Invoice #001 (Includes Change Order No. 1)	$ 92,952.75
Change Order No. 1 Total	$ 4,985.00
Retention Invoice	$ 4,892.25
Total Project Cost:	**$ 97,845.00**

Project Funding	Budget Amount
Construction Contract Award Amount (Awarded at the January 14, 2026 City Council Meeting)	$ 92,860.00
Construction Contingency (Awarded at the January 14, 2026 City Council Meeting)	$ 7,140.00
Total Project Budget:	**$ 100,000**

Remaining Project Funds $ 2,155.00

RECORDING REQUESTED BY

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

NOTICE OF COMPLETION

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

Notice is hereby given that:

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

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

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

NAMES ADDRESSES

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

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on April 22, 2026. The general scope of work consisted of upgrading the existing City Hall LED sign by removing and replacing obsolete and non-functional components with a modern display system. The work included restoring full operational capability, improving visibility, and ensuring reliable communication functionality.

8. The name of the contractor, if any, for such work of improvement was Monarka Development Corporation DBA Express Sign & Neon.

(If no contractor for work of improvement as a whole, insert "None") January 14, 2026 (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**: LED Sign City Hall Project (CP 933)**

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 _____, 2025 at City of Montebello, Montebello, CA

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

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

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

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

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

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

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

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

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

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

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

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

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 of Public Works

SUBJECT: **APPROVE SUBMISSION OF TWO APPLICATIONS TO THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE STATE ACTIVE TRANSPORTATION PROGRAM CYCLE 8**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit two applications to the State Active Transportation Program Cycle 8 for the Via Campo at Findlay Avenue Corridor and Madison Avenue at Concourse Road Roundabout; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the submittal process; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The engineer's estimate for construction of the Via Campo at Findlay Avenue Corridor is $5,000,000. This will include construction and construction management expenses. The engineer's estimate for construction of the Madison Avenue at Concourse Road Roundabout project is $2,750,000. This will include construction and construction management expenses.

The State does not require a funding match for Active Transportation Program (ATP) projects. However, the State does encourage leveraging additional funds for a project. Leveraged funds are a financial commitment toward the cost of a project from a different funding source. Staff recommend leveraging funds for the design and environmental portion of the two projects (if awarded). Staff will analyze the availability of Local Return Funds (i.e., Measure A) as well as Transit Funds (i.e., Montebello Bus Lines) to use as

"leveraging funds" for these two projects.

BACKGROUND/DISCUSSION:

The Active Transportation Program (ATP) was created by Senate Bill 99 and Assembly Bill 101 to encourage increased use of active modes of transportation, such as biking and walking. Senate Bill 1 directs additional funding from the Road Maintenance and Rehabilitation Account (RMRA/SB1) to the Active Transportation Program. Along with the program's overall purpose of encouraging walking and biking, the program aims to increase safety and mobility for non-motorized users, help regional agencies achieve greenhouse gas reduction goals, enhance public health, ensure that disadvantaged communities fully share in program benefits, and provide a broad spectrum of projects to benefit many types of active transportation users.

The purpose of the ATP is to encourage increased use of active modes of transportation. Goals include the following:

- Increase the proportion of trips accomplished by biking and walking.
- Increase the safety and mobility of non-motorized users.
- Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009).
- Enhance public health, including reduction of childhood obesity through the use of programs including, but not limited to, projects eligible for Safe Routes to School Program funding.
- Ensure that disadvantaged communities fully share in the benefits of the program.
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Staff propose to submit an application that focuses on the following:

- Construction of Complete Streets enhancements along Via Compo from Gerhart Avenue to Garfield Avenue.
    - This corridor along Via Campo has experienced traffic collisions, higher vehicle speeds, and unsafe school-area conditions. The aim of the funds includes, though is not limited to:
        - Reduce vehicle speeds and conflict points
        - Improve pedestrian crossings and school access
        - Address network gaps for walking and biking
        - Enhance visibility and predictability for all users
    - Findlay Avenue provides north-south connectivity and can serve as an alternative to bicycling along Garfield Avenue. The recommended facility for Findlay Avenue is to install a bike boulevard.
        - This location is within a school zone and has experienced documented safety concerns, making this location a strong

candidate for ATP funding when supported by clear technical justification and meaningful community involvement.
        - Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. Bicycle boulevard connects with Metro's Bicycle Master Plan and the City's Bike Master Plan.
    - Pedestrian Enhancements
        - Sidewalk improvements along Bicycle Boulevards
        - Bulbouts (safety for pedestrians and ADA)
    - Zebra/ Continental Crosswalks
        - Pedestrian Scale Lighting
        - Wayfinding signs along a bicycle and pedestrian networks to designated destinations
        - Street Trees
- Construction of Complete Streets enhancements that include the roundabout at Concourse Avenue, Madison Avenue and Via Val Verde.
    - This project proposes a modern roundabout to address intersection safety near schools and residential neighborhoods. The technical strategy includes:
        - Conceptual roundabout geometry suitable for multimodal users
        - Pedestrian and bicycle accommodation within a school-area context
        - Assessment of right-of-way needs and constructability
        - Early coordination with police, fire, and emergency services
        - The proposed roundabout is intended to reduce severe collisions, calm traffic, and improve overall intersection safety, consistent with ATP's focus on high-impact safety investments.

The proposed infrastructure enhancements improve the coordination of safe travel needs of older adults, persons with disabilities, schoolchildren, cyclists and low-income individuals. The proposed plan establishes priorities that focus on safe pedestrian and bicycle travel which interfaces with complete streets concepts and the City's active transportation network. The project will create a connected active transportation system throughout the City and zero-in on a complete streets program.

The project focus placates the City's requirement to enhance ADA accessibility and improve pedestrian safety that complies with Complete Streets requirements. The integration of designated bicycle lanes will conform to the City's Bicycle Master Plan. The City's proposed projects have the necessary beneficial impacts that support active transportation within the community.

COMMUNITY OUTREACH AND ENGAGEMENT:

ATP places strong emphasis on inclusive and documented public participation, particularly for projects impacting disadvantaged communities and school populations. Implementing a comprehensive engagement program will include the following:

- Bilingual (English/Spanish) outreach materials

- Door-to-door engagement in surrounding neighborhoods
- Community meetings for each project location
- On-site pop-up events near schools and key destinations
- Multilingual surveys targeting residents, parents, students, and school staff

All outreach activities will be documented through attendance logs, surveys, comment summaries, and a formal Response Matrix showing how community input influenced the conceptual designs. This documentation is required and scored under ATP guidelines. Staff will also coordinate with Montebello Unified School District (principals, PTAs, and students), community-based organizations, health organizations, transit agencies, and neighboring jurisdictions to secure broad support and Letters of Support for both project applications.

Key anticipated schedule milestones include:

- April 2026: Begin community outreach and engagement, including bilingual materials, door-to-door engagement, coordination with Montebello Unified School District, and initial stakeholder outreach.
- April – May 2026: Conduct community meetings, pop-up events, surveys, and stakeholder coordination; refine conceptual designs based on feedback; develop engineering exhibits and cost estimates; and initiate grant narrative development.
- May – June 2026: Finalize outreach documentation, response matrix, letters of support, and grant narratives; prepare submission-ready ATP applications.
- June 22, 2026: Submit ATP Cycle 8 grant applications for both project locations.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend City Council authorize the submission of two State Active Transportation Program Cycle 8 applications for the Via Campo at Findlay Avenue Corridor and Madison Avenue at Concourse Road Roundabout projects and authorize the City Manager to sign and execute all applicable documents.

ATTACHMENT(S)

None

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 of Public Works

SUBJECT: **APPROVE SUBMISSION OF AN APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR THE SAFE STREETS AND ROADS FOR ALL PLANNING AND DEMONSTRATION COMPREHENSIVE SAFETY ACTION PLAN GRANT PROGRAM**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize staff to submit an application to the Safe Streets and Roads for All (SS4A) Planning and Demonstration Comprehensive Safety Action Plan grant program; and
2. Authorize the City Manager to sign and execute all applicable documents associated with the submittal process; and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The Safe Streets and Roads for All (SS4A) program was established under the Bipartisan Infrastructure Law (2022–2026) and provides $5 billion nationally over five years to support local, regional, and Tribal governments in advancing roadway safety initiatives. The program is guided by United States Department of Transportation's (DOT) National Roadway Safety Strategy and a Safe System Approach, with the ultimate goal of eliminating fatal and serious-injury crashes.

Based on past SS4A awards and DOT guidance, cities of Montebello's size typically pursue Planning and Demonstration grants in the range of $500,000 to $1 million, depending on scope, data needs, and level of community engagement. Planning grants nationally have ranged from approximately $200,000 to $1 million for mid-sized cities

developing their first comprehensive plan. The engineer's estimate to draft the SS4A Planning and Demonstration Comprehensive Safety Action Plan is $1,000,000.

Should the City be successful in this grant program, Staff will return to City Council with recommedations to accept the award and appropriate grant funds.

BACKGROUND/DISCUSSION:

The Safe Streets and Roads for All (SS4A) Planning and Demonstration grant would fund development of a comprehensive safety action plan, which would then serve as the foundation for all future SS4A Implementation Grant requests. The Action Plan is a data-driven, community-engaged roadmap that:

- Identifies where and why fatal and serious-injury crashes occur
- Establishes measurable safety goals and performance metrics
- Defines a High-Injury Network and priority corridors
- Identifies policy, program, and capital improvement strategies
- Aligns safety investments with equity and community needs

The United States Department of Transportation (DOT) requires Action Plans to include seven core components, including leadership commitment, safety analysis, engagement and collaboration, policy change, project prioritization, and transparency measures. Completion of an SS4A Action Plan is a mandatory prerequisite for pursuing future SS4A Implementation Grants, which can fund construction projects with awards of $10 million to $25 million or more.

The overall approach emphasizes the following:

- Comprehensive Safety Analysis
    - Five-year fatal and severe-injury crash analysis
    - Identification of a High-Injury Network
    - Systemic safety risk assessment across all modes
- Robust Community and Stakeholder Engagement
    - Inclusive, multilingual engagement
    - Coordination with schools, community-based organizations, emergency responders, and regional partners
    - Documentation of how public input shapes plan recommendations
- Actionable and Implementation-Ready Outcomes
    - Policy and programmatic recommendations
    - Prioritized project list suitable for future SS4A Implementation, Active Transportation Program, Highway Safety Improvement Projects, and other funding sources

The SS4A FY 2026 application deadline is May 26, 2026. The City intends to proceed on the following schedule:

- April 2026: Initiate SS4A grant development, safety data review, and early stakeholder coordination.
- April – May 2026: Finalize grant narrative, scope, and budget; document planning approach and readiness.
- May 26, 2026: Submit the SS4A Planning and Demonstration Grant application.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council authorize submission of a funding application for the Safe Streets and Roads for All (SS4A) Planning and Demonstration Comprehensive Action Plan Grant and authorize the City Manager to execute all necessary and related documents.

ATTACHMENT(S)

None

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 of Public Works

SUBJECT: **APPROVE ALLOCATION OF FUNDING FOR SAN GABRIEL VALLEY WATER COMPANY TO COMPLETE DESIGN WORK FOR A WATER MAIN AND FIRE HYDRANTS ALONG LINCOLN AVENUE BETWEEN SAN GABRIEL BOULEVARD AND AVENIDA DE LA MERCED**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve the allocation of $60,000 as a deposit for San Gabriel Valley Water Company (SGVWC) to commence engineering design work for a water main and fire hydrants along Lincoln Avenue between San Gabriel Boulevard and Avenida De La Merced; and
2. Amend the Fiscal Year 2025-26 adopted budget to increase appropriations by $60,000 in Account 100-30-330-6040.80 (General Fund – Public Works – Engineering – Contract Services-Engineering Services); and
3. Authorize the City Manager to execute all pertinent documents and agreements associated with the design work; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

San Gabriel Valley Water, Company (SGVWC) requires a $60,000 deposit before commencing design work for a water main and fire hydrants along Lincoln Avenue between San Gabriel Boulevard and 2500 feet north of Avenida De La Merced. Staff is requesting amending the adopted Fiscal Year 2025-26 budget to increase appropriations by $60,000 in Account 100-30-330-6040.80 (General Fund – Public Works – Engineering – Contract Services Engineering Services) to pay for this initial engineering design work by SGVWC.

BACKGROUND/DISCUSSION:

The Palisades and Eaton fires erupted on January 7, 2025 in Los Angeles County, killing 31 people and destroying over 16,000 structures across nearly 40,000 acres. The devastating fires that occurred are a reminder of the City's susceptibility to fires where infrastructure does not exist to combat fires. San Gabriel Valley Water Company (SGVWC) oversees the design and construction of all frontage and off-site water facilities for new developments, including main extensions and fire services. The focal point of Lincoln Avenue between San Gabriel Boulevard and Avenida De La Merced falls within SGVWCs purview.

This zone has California native vegetation growing on both the east and west sides of Lincoln Avenue. The native vegetation east of Lincoln Avenue is located within the County of Los Angeles Flood Control's jurisdictional right of way. The hillside landscaping west of Lincoln Avenue is part of the Montebello Hills residential community. The Montebello Fire Department has a mutual aid agreement with neighboring fire jurisdictions, as well as state agencies, that covers areas such as the ones mentioned above.

SGVWC has in-house engineering designers that utilize their own standards to prepare project plans and specifications. Additionally, the installation requirements for the water distribution network falls under the control of SGVWC and is constructed by a licensed contractor of their choosing. Completion of plans and specifications is required in order to have an accurate scope and cost of installing additional fire hydrants in the project area. Once the plans and specifications are completed, staff will be able to detrmine the fiscal impact and begin researching opportunities for funding that will be necessary to complete the project.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council approve allocation of $60,000 as a deposit to San Gabriel Valley Water Company to initiate the design of a water main and fire hydrants along Lincoln Avenue between San Gabriel Boulevard and approximately 2,500 feet north of Avenida De La Merced; approve an amendment to the Fiscal Year 2025–26 adopted budget to increase appropriations by $60,000 in Account No. 100-30-330-6040.80 (General Fund – Public Works – Engineering – Contract Services – Engineering Services); and authorize the City Manager to execute all necessary documents and agreements related to the design work to be complted by SGVWC.

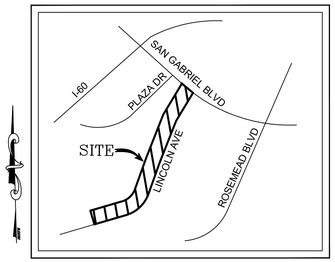
ATTACHMENT(S)

1. Attachment A - Engineering Basemap

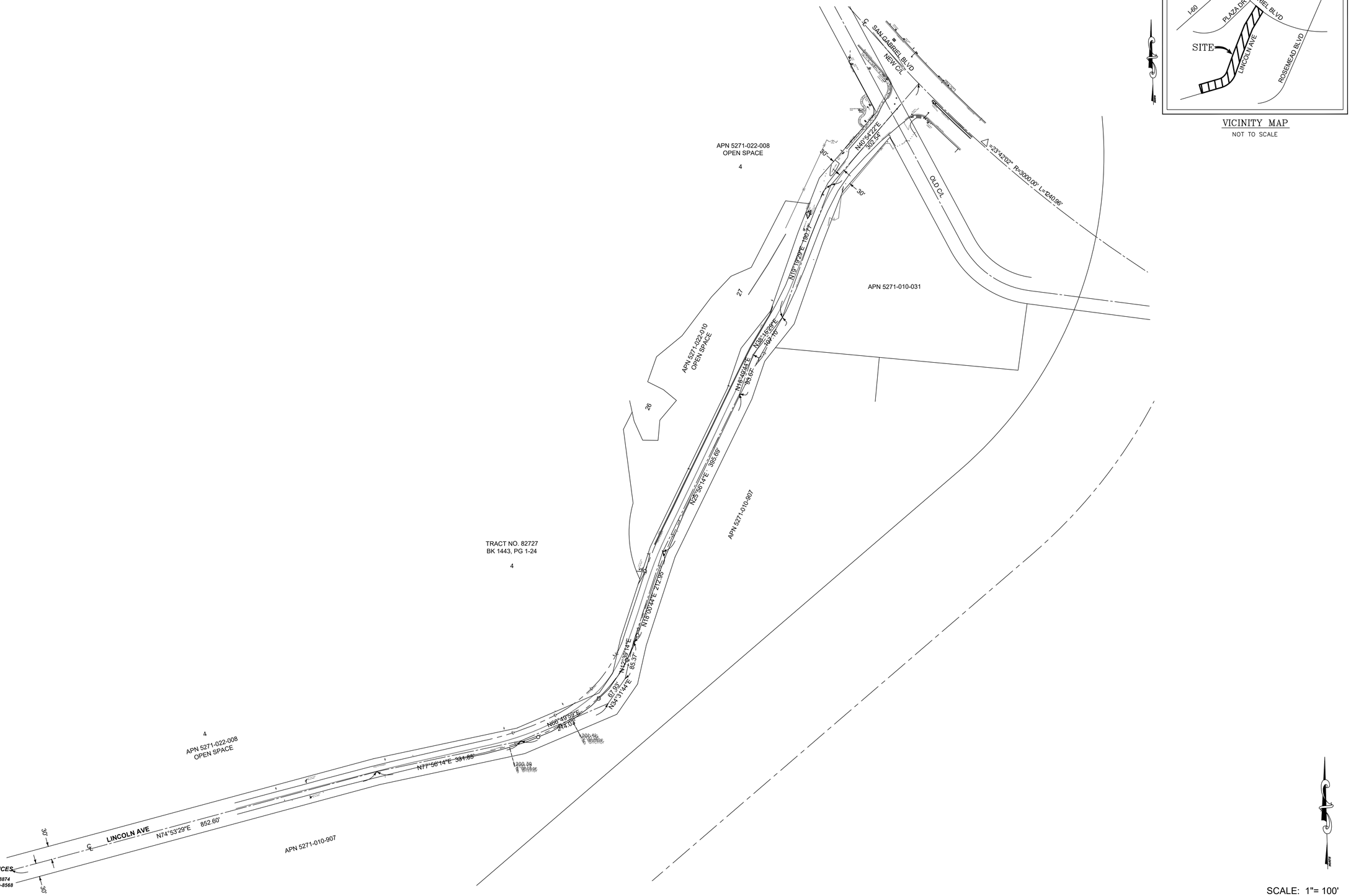
NOTE: THE BOUNDARY SHOWN HEREON IS BASED ON RECORD INFORMATION ONLY. ANY EASEMENTS SHOWN HEREON ARE BASED ON RECORD MAP DATA ONLY.

ENGINEERING BASEMAP

IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



VICINITY MAP
NOT TO SCALE



PROFESSIONAL LAND SURVEYOR
DENNIS WAYNE JANDA
No. 6359
STATE OF CALIFORNIA

SCALE: 1"= 100'

DJI *DENNIS JANDA, INC.*
MAPPING/SURVEYING SERVICES
42164 REMINGTON AVENUE
TEMECULA, CA 92590
EMAIL: dennisj@pmcmap.com
PH: (951) 699-8874
FAX: (951) 699-8568

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 of Public Works

SUBJECT: **APPROVE ISSUING REQUEST FOR PROPOSALS (RFP) NO. 26-10 FOR CITYWIDE STRIPING**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Authorize issuing Request for Proposals (RFP) No. 26-10 for citywide street striping, pavement marking, and roadway legend services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The contract awarded from this Request for Proposals (RFP) will be funded with Gas Tax funds, consistent with prior years. Specific agreement amounts will be presented to the City Council for approval upon selection of the successful contractor. Appropriations for this work wtill be included with the Fiscal Year 2026-27 budget and subsequent budgets.

BACKGROUND/DISCUSSION:

The City of Montebello is responsible for the maintenance of approximately 142 miles of public streets, which includes traffic lane striping, crosswalks, stop bars, directional arrows, and other roadway legends. Proper pavement markings enhance traffic safety, improve visibility, and ensure compliance with federal, state, and local traffic regulations.

Previously, the City contracted with Safe USA, Inc. through Agreement No. 3399, including a two-year extension approved in September 2021. That agreement has concluded, and the City is now initiating a competitive Request for Proposals (RFP) process to select a contractor for citywide striping and pavement marking services. This

process ensures transparency, competition, and the continued delivery of high-quality services to the community at competitive pricing levels.

RFP No. 26-10 outlines the scope of work, which includes installation, maintenance, repair, and replacement of traffic markings, coordination with City staff and the public, quality assurance and compliance, reporting, and project closeout. Contractor qualifications, proposal evaluation criteria, insurance requirements, labor standards, and federal funding compliance are all included in the RFP.

The proposed timeline for the RFP is as follows:

- RFP Release: April 23, 2026
- Proposal Due Date: May 7, 2026, 11:00 a.m. PST
- City Review of Submissions: May 11, 2026
- Notifications to Contractors: May 14, 2026
- Award Recommendation: May 13, 2026

ENVIRONMENTAL:

This action is administrative in nature and involves the solicitation of proposals for professional services. Pursuant to the California Environmental Quality Act (CEQA), this activity is not a project and is exempt from environmental review (CEQA Guidelines Section 15061(b)(3)). No environmental impacts are anticipated from the release of the RFP.

ANALYSIS:

Releasing RFP No. 26-10 allows the City to competitively select a qualified contractor to provide citywide street striping, pavement marking, and roadway legend services. The RFP ensures:

- Compliance with City procurement policies and applicable federal, state, and local traffic safety regulations;
- High-quality, professional, and consistent maintenance of street markings;
- Efficient coordination with City operations and minimal disruption to traffic and residents; and
- Fiscal responsibility and accountability through competitive evaluation, including cost and qualifications.

Evaluation criteria for the RFP include consultant qualifications (65%), reputation and references (15%), and proposed fees (20%). The City reserves the right to conduct interviews, request supplementary information, and approve or reject proposals at its discretion.

SUMMARY:

Staff recommends that the City Council authorize release of RFP No. 26-10 for citywide street striping, pavement marking, and roadway legend services. This competitive solicitation will select a qualified contractor to maintain, repair, and install roadway markings across Montebello, enhancing traffic safety, visibility, and public confidence while ensuring fiscal accountability.

ATTACHMENT(S)

1. Attachment A - RFP No. 26-10 - Citywide Striping

CITY OF MONTEBELLO

Request for Proposals

RFP No. 26 – 10

Citywide Striping

Release Date: Thursday, April 23, 2026

Due Date: Thursday, May 7, 2026, at 11:00 PDT

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TO PROSPECTIVE PROPOSERS

The City of Montebello ("City") invites proposal submissions under this Request for Proposals ("RFP"). The City will evaluate responses to this solicitation to determine qualifications. Submissions must adhere to the format and content described. Only proposals that adhere to the requirements will be evaluated. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

DATE OF SOLICITATION

April 23, 2026

PROJECT

Citywide Striping Services

PROPOSAL OWNER

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Cesar Roldan, Director of Public Works
Contact Phone: (323) 887-1200
Contact E-Mail: croldan@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Public Works
1600 West Beverly Boulevard
Montebello, CA 90640
Attn: Vanessa Ramos, Administrative Manager
Contact Phone: (323) 887-1200
Contact E-Mail: varamos@montebelloca.gov

Prospective consultants must register their business with PlanetBids before being able to view or submit a response. To access the City's PlanetBids Portal, please go to:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Appendix A – Proposal Content and Format
Appendix B – Cost Proposal
Appendix C – References
Appendix D – Sample Professional Services Agreement

1.0 Notice Inviting Proposals

The City of Montebello (the "City") is seeking proposals from qualified contractors or firms to provide on-call annual street striping, pavement marking, and roadway legend services throughout the City. This initiative aims to ensure the City's approximately 142 miles of public streets are clearly marked and maintained in compliance with traffic safety standards. The selected contractor will assist the City in preserving roadway safety, enhancing visibility of traffic control markings, and maintaining consistency with applicable federal, state, and local standards.

Services must be formed in accordance with the specifications, terms, and conditions identified in Request for Proposals (RFP) 26-10. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:

https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

Prospective consultants must register with PlanetBids before being able to view or submit a response.

*****NO QUESTIONS*****

Proposals must be submitted via PlanetBids by **Thursday, May 7, 2026 at 11:00 a.m. PST.**

Responses will be evaluated to determine the Consultant that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described. The City reserves the right to accept or reject any and all proposals.

2.0 Introduction

The City of Montebello invites qualified contractors to submit proposals for professional services to provide on-call citywide street striping, pavement marking, and roadway legend services. In addition to routine striping and maintenance, the selected contractor will perform installation, repair, and replacement of traffic lane markings, crosswalks, stop bars, directional arrows, and other roadway legends. The contractor will also ensure that all work is performed in compliance with City standards, approved plans, and applicable federal, state, and local traffic safety regulations, while coordinating schedules to minimize disruption to traffic and ensure public safety.

About the City of Montebello
Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located approximately 11 miles east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles. It is a full-service City that provides a long list of services, employing approximately 600 full-time and part-time employees in public safety, transit, and non-safety functions.

3.0 Timeline

- Release RFP — Thursday, April 23, 2026
- Deadline to Submit Responses — Thursday, May 7, 2026 at 11 a.m. PST
- City Review of Submissions — May 11, 2026
- Notifications Sent to Contractors — May 14, 2026
- Award — May 13, 2026

4.0 Purpose
The purpose of this solicitation is to identify a qualified Consultant to assist the City with the knowledge and expertise in all aspects of the services requested in this RFP. The City is seeking proposals from qualified contractors to provide on-call citywide street striping, pavement marking, and roadway legend services. This initiative aims to ensure that the City's streets are clearly marked, safe, and compliant with applicable federal, state, and local traffic regulations.

The City is committed to maintaining roadway safety, improving traffic visibility, and providing cost-effective pavement marking services while minimizing disruption to the public. The mission of this project is to provide timely, high-quality installation, maintenance, and replacement of traffic lane striping, crosswalks, stop bars, directional arrows, and other roadway legends.

The project will also include coordination with City staff and the public as needed to schedule work efficiently and safely. Multiple communication strategies may be employed to ensure that residents and motorists are informed of ongoing pavement marking activities and any associated traffic control measures.

Currently, the City performs periodic restriping and pavement marking maintenance, but this on-call contract will establish a more consistent, reliable, and professional approach to maintaining the City's roadway markings and traffic safety standards.

5.0 Scope of Work/Services
The selected contractor, working under the direction of staff from the City's Public Works Department, will bring the necessary expertise to provide on-call citywide street

striping, pavement marking, and roadway legend services. The contractor will ensure all work is performed in compliance with City standards, approved plans, and applicable federal, state, and local traffic safety regulations.

The Scope of Services shall include, but is not limited to, performing the following tasks:

1. Kick-Off Meeting and Ongoing Project Management
    - Conduct an initial meeting with key City staff to review project goals, schedule, and requirements, and to address any questions or special needs.
    - Schedule and hold regular progress meetings with City staff to monitor ongoing work, discuss upcoming tasks, and ensure coordination with other City operations.
2. Coordination and Public Communication
    - Coordinate with City staff to schedule work in a manner that minimizes disruption to traffic and residents.
    - Provide advance notice to affected stakeholders, including residents and businesses, regarding planned work, lane closures, or other impacts.
    - Prepare and submit any public-facing notifications or signage content to City staff for review and approval prior to implementation.
3. Pavement Marking and Striping Services
    - Install, maintain, and replace traffic lane striping, crosswalks, stop bars, directional arrows, and other roadway legends.
    - Apply both painted and thermoplastic pavement markings in accordance with City specifications and industry best practices.
    - Perform striping on newly paved streets as well as existing streets requiring restriping.
    - Remove existing markings using approved methods (e.g., grinding, sandblasting, or black-out paint) as needed prior to reapplication.
4. Quality Assurance and Compliance
    - Ensure all work meets City standards, approved plans, and applicable federal, state, and local traffic safety regulations.
    - Maintain proper traffic control and safety measures for all work zones, including signage, cones, and flaggers as needed.
    - Document completed work with as-built records, photographs, or other reporting as required by the City.
5. Reporting and Documentation
    - Provide detailed records of work performed, including unit quantities, locations, and materials used, in a format acceptable to the City.
    - Submit itemized monthly billing and cost reports aligned with the approved cost proposal.
6. Coordination for City Inspections
    - Coordinate with City staff for periodic inspections to ensure compliance with

quality, safety, and scheduling requirements.
- Address any deficiencies or corrective actions identified by City staff in a timely manner.

7. Project Closeout
   - Ensure all work areas are properly cleaned and restored following project completion.
   - Provide a final project report documenting completed work, quantities, materials, and any deviations from the approved plans or schedule.

6.0 Consultant Qualifications

The selected consultant must have the following minimum qualifications:

- A skilled and professional team, with clearly defined roles and responsibilities, capable of delivering high-quality results.
- Relevant experience for the type of work outlined in the Scope of Services.
- Extensive knowledge of historical preservation.
- Significant experience working with local governments.
- Demonstrated knowledge of applicable local, state, and federal codes and laws that may be applicable to the work.
- Demonstrated knowledge and capability to produce project documents as outlined in the Scope of Services.
- Proven record of completing tasks and projects on-time and on-budget.
- Flexibility in adapting to meet the needs of unique organizations.

Background Check

Consultant representatives working on-site and in some remote capacities, will be required to undergo a background check conducted by the City.

7.0 Proposal submittal

Please review Appendix A - Proposal Format and Content, attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered “non-responsive” and rejected.

Responses to this RFP must be submitted electronically via the City’s PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will

not be accepted. Consultants planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

8.0 Evaluation Criteria

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method which will include the following steps:

A. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.
B. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals using a combined score based on the following:

i. Qualifications as they relate to this project - 65%
   a. Thoroughness and understanding of the tasks to be completed
   b. Background and experience
   c. Knowledge of the City of Montebello
   d. Experience of personnel assigned to the work
   e. Communication Skills
   f. Interview, if required

ii. Reputation for integrity and competence – 15%
   a. Positive Reference Checks
   b. Work Samples

iii. Proposed fees for services – 20%

The City reserves the right to request and obtain, from one or more proposers, supplementary information as may be necessary for the City to analyze the proposal pursuant to selection criteria. Upon completion of the evaluation phase, the City may select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP and provide the best value to the City.

9.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)

A protest filed before the proposal due date deadline must be filed in writing or by email no later than ten (10) working days before the due date. The most common types of protest that might be filed before a proposal due date include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal due date.

When a protest is filed before a scheduled proposal due date, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal due date). All protests must be filed with the Director of Finance for determination. Protest must be submitted to the Director of Finance by mail or e-mail within the specified time frame. Protests can be sent to:

   Mail:
   Michael Solorza, Director of Finance
   City of Montebello
   Attn: Department of Finance
   1600 W. Beverly Blvd
   Montebello, CA 90640

   or

   E-mail:
   msolorza@montebelloca.gov

B. The protest must contain factual and legal reason(s) and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but to offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers, subcontractors, or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not review proposals prior to the resolution of the protest unless it is determined that:

   - The items to be procured are urgently required;
   - Delivery or performance will be unduly delayed by failure to make the award promptly; or
   - Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The Director of Finance will respond and include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Finance has the authority to decide on all protests.

Proposal Protest Procedures (After Proposal Due Date/Post Award)
A protest filed after a proposal deadline/due date must be filed within three (3) working days after the proposal deadline/due date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

10.0 Execution of Agreement
The resulting agreement (see attached sample) shall be signed by the successful Vendor and returned within the required insurance within ten (10) business days after the City has provided written notice that the Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall cause, at the City's option, for annulment of the award. Please review the insurance requirements and indemnification clause in the attached sample agreement.
Should the successful Vendor decline to execute the agreement, the City can either reject all proposals, accept one of the other proposals, or issue a new solicitation.

11.0 Insurance
The Consultant selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. **Commercial General Liability**
Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence and $4,000,000 aggregate.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. **Business Automobile Liability**

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the Consultant has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Firm must submit a written request for a waiver of this requirement.

C. **Professional Liability or Errors and Omissions**
Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the Consultant to provide professional liability or errors and omissions liability insurance in an amount not less than $2,000,000 per occurrence or claim, $4,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. **Workers' Compensation and Employer's Liability**
Workers' compensation as required by the California Labor Code and Employer's Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

Certificate of Insurance

The Certificate Holder must be listed as follows:

City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Endorsements (if requested)

In addition to the Certificate of Insurance, the Consultant must provide the following endorsements:

Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Montebello, its officials, employees, and agents" must be endorsed to the Consultant's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

Cancellation notice endorsements. Each policy must be endorsed to certify that it will not be canceled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with

thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

Primary, non-contributory coverage endorsements. The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees, and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involves the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provide a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

12.0 Use of Federal Funds

The project is funded through a Sustainable Communities Grants from Caltrans which requires compliance with certain federal regulations. The United States Federal Government requires purchases of items and services to meet specific standards when using Federal funds, including grants, cooperative agreements, contracts, and Federal funds "passed-through" to the City from a non-Federal entity (i.e., sub-recipient agreements). These requirements are codified under the Code of Federal Regulation's (CFR) Title 2, Subtitle A, Chapter II, Part 200 (also referred to as "2 CFR 200" or "Uniform Guidance") and the Federal Acquisition Regulations (FAR), as applicable.

The following standards apply to all purchases of items and services using Federal funds:

- Transactions shall be conducted lawfully and ethically

- Unnecessary/duplicative purchases are not permitted
- Utilizing a vendor or supplier on the U.S. Federal Government's Debarred and Suspended List (available at SAM.gov) is prohibited
- All individuals involved in the expenditure of federal monies must avoid any actual or apparent conflict of interest
- Procurement transactions must be conducted in a manner providing full and open competition
- Opportunities should be provided to minority businesses, women's business enterprises, and labor surplus area firms when possible
- Contracts and purchase orders should include the contract provisions required by 2 CFR 200 Appendix A
- Purchases of goods and services must include documentation detailing the procurement history

In addition to Federal standards, purchases must adhere to applicable local policies and procedures as defined in Montebello Municipal Code Chapters 3.20 and 3.21 and any relevant administrative policies. The most restrictive terms prevail when a conflict is present.

13.0 Non-Commitment of City

While the City intends to select a Consultant through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

14.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant and, as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant allow the use of or presence of alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be

incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

15.0 Records
The Consultant agrees to permit the City Manager or designee access to records, reports, files, and other papers or property of the Consultant to audit any performance aspect under this agreement.

16.0 Subcontractors
The Consultant shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. All subcontractors used on this work shall be under the direct supervision of the Consultant and shall be considered as their employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor's insurance.

17.0 Modifications/Changes
Changes in the areas serviced and/or specifications may be necessary during the agreement term. Changes in the agreement's requirements and corresponding changes in compensation may be implemented upon mutual understanding between the City and the Consultant. These changes will be processed by the City Manager.

18.0 Disclosure of Information

A. The Consultant agrees that it will not during or after the term of the agreement, disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Consultant, corporation, association, or other entity or the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant shall be used exclusively in connection with the performance of services.

B. The Consultant shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

19.0 Ex-Parte Communications
Consultant and Consultant representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about

this RFP. This requirement also includes any evaluation panel member, except for designated RFP facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Consultants and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

20.0 City of Montebello Rights
At its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

   i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
   ii. The Consultant, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
   iii. The Consultant failed or neglected to complete and submit any information within the time specified by the City and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent law permits.

Please review:

Appendix A – Proposal Content and Format

Appendix B – Cost Proposal

Appendix C – References

Appendix D – Sample Professional Services Agreement

Appendix “A”

Proposal Content and Format

Proposal Content

_____ shall be responsible for preparing a compelling, clear, and concise _____. The City is requesting _____, which contains at a minimum the following information:

1. **Letter of Interest -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the vendor's availability to dedicate time, personnel, and resources to this effort. The letter of interest must include a commitment to the availability of the vendor and all key project staff during the planning period and a proposed schedule designed to meet the City's needs for the project.

2. **Project Understanding and Approach** - Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully, methodologies and technologies you would employ, key milestones and processes you would employ. Describe what information you would expect the City to supply.

3. **Relevant Experience** - Please include information describing your experience providing similar services for public agencies. Provide a minimum of three (3) specific examples of relevant experience. At a minimum, the vendor should provide a list of the most recent projects (i.e., completed within the last five (5) years is preferred, but samples outside of this timeframe will be accepted if relevant) for which the consultant has performed similar services of similar size, scope, and complexity.

   Using Appendix C – References, please provide details regarding each reference. This should include the name, contact person, address, phone number, and e-mail address of each party for whom the service was provided, as well as a description of the service performed, the dollar amount of the contract, and the date of performance. The City may contact the individual listed at its discretion.

   Resumes may also be included in this section for any key staff associated with project.

4. **Proposed Scope of Services** - Please provide a proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables, milestones, and tasks.

5. **Conflict of Interest Statement –** The vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the vendor does not have any such conflicts, a statement declaring such should be included in their submission.

6. **Cost Proposal –** Cost proposal should include the following:

   Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses. Provide a budget for each significant milestone for the entire scope of services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.

   Component Costs: Include separate schedules of all fees and expenses for each of the work tasks and deliverables described in this RFP. These schedules should include hourly rates and number of hours anticipated for each staff level; as well as out-of-pocket expenses such as travel and transportation, meals, communications, and duplication costs. The total of these separate schedules should have a direct relationship to the total all-inclusive maximum price.

   Rates for Additional Services: If it should become necessary for the City to request the successful vendor to render additional services to either supplement services requested in this RFP or to perform any additional work as a result of the specific recommendations included in any report issued resulting from this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and the Contractor. Any such additional work would be performed at the same rates submitted in the dollar cost bid unless otherwise noted in the proposal.

All proposals must be submitted using the PlanetBids Portal by Thursday, May 7,2026, at 11:00 AM PDT. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format

To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

Responses shall not exceed thirty (30) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), 12pt font size. The thirty (30) page-requirement does **not** include cover letter/letter of transmittal, or any items included as additional attachments. Proposals should also include the following:

1. Title Page showing the request for proposals subject; the vendor's name; the name, address, email and telephone number of the contact person; and the date of the proposal.

2. Table of Contents identifying the items/section listed in the "Proposal Content and Format" section of this RFP.

3. Detailed proposal following the order set forth in the "Proposal Content and Format" of this RFP.

Appendix “B”

Cost Proposal

Item No.	Description	Quantity/Unit	Unit Price	Amount Total
Legends - Painted				
1	Speed Limit (white)	10/ea	$	$
2	Stop (white)	25/ea	$	$
3	Stop Ahead (white)	25/ea	$	$
4	Ped Xing (white)	25/ea	$	$
5	Wait Here (white)	10/ea	$	$
6	Only (white)	10/ea	$	$
7	Keep Clear Fire Dept (white)	4/ea	$	$
8	30 MPH (white)	10/ea	$	$
9	35 MPH (white)	10/ea	$	$
10	Arrow - Right (white)	15/ea	$	$
11	Slow School Xing (yellow)	5/ea	$	$
12	School (yellow)	5/ea	$	$
13	8 Ft. Letter (white)	30/ea	$	$
14	Bike Legend (white)	70/ea	$	$
Legends - Thermoplastic				
15	Speed Limit (white)	25/ea	$	$
16	Stop (white)	75/ea	$	$
17	Stop Ahead (white)	25/ea	$	$
18	Ped Xing (white)	75/ea	$	$
19	Only (white)	50/ea	$	$
20	Right Turn Only (white) - per thermoplastic legend	25/ea	$	$
21	Left Turn Only (white)	25/ea	$	$
22	Arrow - Right (white)	25/ea	$	$
23	Arrow - Left (white)	120/ea	$	$
24	8 Ft. Letter (white)	30/ea	$	$
25	Bike Legend (white)	70/ea	$	$
26	Bike Arrow (white)	70/ea	$	$

Crosswalks - Paint				
27	White 12" Crosswalk & Limit Line	300 LF	$	$
28	White 24" Cross Hatching/Zebra Striping Cross Walk	500 LF	$	$
Crosswalks - Thermoplastic				
29	White 12" Crosswalk & Limit Line	1,500 LF	$	$
30	White 24" Cross Hatching/Zebra Striping Cross Walk	15,000 LF	$	$
31	White 12" Stop Bar	500 LF	$	$
32	4" Solid White Lane Line and Parking Stall Line	2,000 LF	$	$
33	4" Solid Double Yellow Centerline with 3" Solid Black Line	4,000 LF	$	$
34	Two-Way Left Turn Lane (Double 4" Solid Skip Yellow Lines with 3" Solid Black Line Between Yellow Lines)	4,000 LF	$	$
35	8" Solid White Lane line	500 LF	$	$
36	Parking Stall "T"'s (white}	1,000/ea	$	$
37	4" Skip White Lane Line	2,000 LF	$	$
Striping - Thermoplastic				
38	White 12" Stop Bar	1,000 LF	$	$
39	4" Solid White Lane Line and Parking Stall Line	7,000 LF	$	$
40	4" Skip White Lane Line	7,000 LF	$	$
41	4" Solid Double Yellow Centerline with 3" Solid Black Line	7,000 LF	$	$
42	4" Skip Yellow Centerline	500 LF	$	$
43	8" Solid White Lane Line	5,000 lf	$	$
44	Parking Stall "T"'s (white)	500/ea	$	$
45	Two-Way Left Turn Lane (Double 4" Solid Skip Yellow Lines with 3" Solid Black Line Between Yellow Lines)	250/ea	$	$
Curb - Painting				
46	Red Curb	150,000 LF	$	$
47	Yellow Curb	2,500 LF	$	$
Removals - Grinding (Removal defined as complete removal)				

48	Legends	3,000 LF	$	$
49	Striping	20,000 SF	$	$
50	Crosswalks	10,000 SF	$	$
Removals - Sandblasting (Removal defined as complete removal)				
51	Painted Curbs	1,500 SF	$	$
Blackout				
52	Legends	1,500 SF	$	$
53	Striping	9,500 LF	$	$
54	Crosswalks	10,000 SF	$	$
Other Items				
55	Crack Sealing - Rubberized	20,000 LF	$	$
56	Asphalt Slurry Seasling	125,000 SF	$	$
57	Asphalt Slurry Sealing Mobilization - One Time Mobilization for each Work Order List - No compensation for remobilization	8/ea	$	$
		Total Bid		**$**

Appendix "C" Reference Sheet

RFP 26 – 10 – Citywide Striping

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

Entity Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Project _____

Date of Service _____

CITY OF MONTEBELLO
PROFESSIONAL ON-CALL SERVICES AGREEMENT NO. ____
WITH _____

THIS PROFESSIONAL ON-CALL SERVICES AGREEMENT ("Agreement") is made and entered on _____, **2025** ("Effective Date"), by the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____, a California corporation (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 on-call _____ services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. ____
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. 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. All terms, conditions, requirements, and provisions of the Proposal for labor and materials to provide emergency response 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 CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide services as such is set forth fully in **Exhibit A** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

C. The CONSULTANT shall be compensated on as-needed case by case basis for performance of the Professional Services as set forth in **Exhibit B** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall not commence work without a fully executed task order(s) signed and executed by the City Manager and compensation is based on the individual task order(s) and each task order(s) must provide an itemized billing statement to the CITY when each task order(s) is performed and completed. The CONSULTANT shall not incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

This Agreement shall commence upon issuance of the Notice to Proceed by the CITY, and shall expire on _____, unless extended or terminated earlier as hereinafter provided.

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 subcontractors to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subcontractors shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney- client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

The CITY and CONSULTANT shall both have the option to terminate this Agreement by giving thirty (30) business days' written notice to the other party at the address specified in this Agreement for Notices. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation.

Upon such termination by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non- refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for 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 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 CONTRACTOR.

a. The CONSULTANT 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 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 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 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 subcontractors with workers' compensation insurance or any other insurance.

SECTION 12. PERS 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 subcontractor of the CONSULTANT 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 CONSULTANT 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 CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

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 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, 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. CITY shall not be required to indemnify, defend, protect or hold harmless the CONSULTANT.

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 subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten (10) days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: coi@montebelloca.gov

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 subcontractor, 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 subcontractors. 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 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 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of *any* matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second 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

With a copy to:
City of Montebello – Department of Finance
Attn: Michael Solorza
1600 West Beverly Boulevard Montebello, CA 90640
(323) 887 -1200
msolorza@montebelloca.gov

If to CONSULTANT:
Consultant Name
Attn:_____
Address
City, CA #####
(###) ###-####
Email

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 22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, subcontractor, 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 subcontractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 23. CONFLICT OF INTEREST.

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

The CONSULTANT covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to t h e 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 24. 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]

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	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation
- Exhibit C – Labor Law Requirements [Delete if not applicable and/or continue listing Exhibits as applicable]
- Exhibit D – Live Scan Fingerprinting Requirement [Delete if not applicable and/or continue listing Exhibits as applicable]

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

[DO NOT INCLUDE THIS EXHIBIT IF THE PROJECT IS NOT A "PUBLIC WORKS PROJECT"]

EXHIBIT "C"

Terms for Compliance with California Labor Law Requirements

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this Exhibit, above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subconsultant that is not registered with DIR pursuant to Section 1725.5. Consultant and subconsultants shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subconsultant ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subconsultant.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776;

certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant, and each of its subconsultants shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subconsultant that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. The Consultant and Subconsultants shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of consultants from public works. If the Consultant or any subconsultant becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subconsultant for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subconsultant who will perform work on the project, Consultant shall be responsible for such subconsultant's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subconsultant a copy of those statutory provisions and a requirement that each subconsultant shall comply with those statutory provisions. Consultant shall be required to

take all actions necessary to enforce such contractual provisions and ensure subconsultant's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subconsultant and upon becoming aware of the failure of the subconsultant to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent consultants serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subconsultants, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.

[DO NOT INCLUDE THIS EXHIBIT UNLESS ANY OF THE FOLLOWING APPLIES:

- *Consultant will perform on-site services with no City supervision*
- *Consultant will work with children or vulnerable individuals when performing on-site services*
- *Consultant will perform services requiring City of Montebello computer access*]

EXHIBIT "D"

Live Scan Fingerprinting Requirements

Prior to commencing services, the CONSULTANT may be required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Montebello Police Department. The CONSULTANT shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Montebello Human Resources with the background check results and subsequent records for review. The CONSULTANT must obtain a "Temporary Consultant's Badge" issued by the City of Montebello Human Resources prior to performing work.

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 26-28 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2026-27 ANNUAL LEVY OF ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING A DATE FOR A PUBLIC HEARING**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-28 (Attachment A) approving the Fiscal Year 2026-27 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Assessment District No. 2005-2, setting a date for the Public Hearing for the regular meeting scheduled for June 24, 2026 at 6:00 pm; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The operation and maintenance (O&M) costs for the sewer and storm drain facilities servicing the Natasha Lane residential development are funded through an annual parcel assessment. Over the last several fiscal years, the system experienced increased maintenance, repairs, and equipment replacement needs due to the age of the storm water and sewer pump lift stations (over 20 years).

Prior year assessments were not sufficient to recuperate expenses related to prior maintenance work, replacement of pump equipment, and other necessary repairs. Because of the ongoing shortfall between expenses and the annual levy, this assessment district has operated in a deficit for most of its existence. In addition, there are known near-term capital expenses related to replacement of the sewer and storm drain pumps

that will require additional levy amounts. The estimated cost of the sewer pump station replacement is $450,000, and for the storm water pump replacement, an additional $200,000 is needed. These capital expenses are on top of annual O&M costs of $25,600.

In order to begin assessing a levy sufficient to provide funding for these required infrastructure costs, staff have developed a 10-year assessment plan. The amount needed for the pump replacements and ongoing maintenance costs will be recovered over a period of 10 years. City staff are required to prepare an Engineer's Report (Attachment B) that analyzes and calculates the assessment levies, which includes actual O&M costs, proposed future assessments, and the method of apportionment for the assessment district.

As of June 30, 2027, the deficit for Fiscal Year 2026-27 is estimated to be $607,000 (Attachment B). The total proposed levy for FY 2026–27 would be $67,673, split across the 20 parcels in Assessment District 2005-2. This amount covers operations and maintenance, administrative costs, and the pro-rated share of pump station replacements for both the sewer and storm water systems. Assessments are collected on property tax bills.

The Fiscal Year 2026-27 budget will include appropriations for assessment revenues and associated expenditures necessary to properly maintain and operate the sewer and storm drain system. The Engineer's Report (Attachment B) provides detailed financial analysis required to support future upkeep of the proposed assessment, and lists the levy amount for each parcel in the Assessment District for next fiscal year.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit residential development completed in 2005 near Whittier Boulevard and Bluff Road. Due to the site's topography, the development required the installation of sewer and storm water pump stations to convey wastewater and storm water to higher-elevation infrastructure. The City is responsible for operating and maintaining these facilities.

In 2005, the City formed the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 to ensure that the costs of operation, maintenance, and replacement are funded by the benefiting properties. The assessment district was lawfully formed through public hearings and property owner approval under California law, including the Benefit Assessment Act of 1982 and Proposition 218.

The Engineer's Report for FY 2026–27 (Attachment B) details the proposed assessment roll, which reflects the proportional benefit received by each property based on street frontage along Natasha Lane. Funding generated under the 10-Year Assessment Plan provides for annual operations and maintenance, administrative costs, and a pro-rated share of pump station replacements to maintain reliable service and regulatory compliance. The goal of the levy, and the 10-year assessment plan, is to establish a dedicated source of funding for the required replacement of both the sewer and storm water pumps, estimated to cost over $600,000.

ENVIRONMENTAL:

Pursuant to CEQA Guidelines Section 15061(b)(3), this action does not have a significant impact on the physical environment. The resolution simply approves the Engineer's Report, sets a public hearing, and relates to the continued funding and maintenance of existing infrastructure within the assessment district.

ANALYSIS:

The proposed levy for Assessment District 2005-2 requires a Proposition 218 vote by property owners. This agenda report is the second of three public meetings required as part of the assessment process and for initiation and completion of a Proposition 218 vote by the Natasha Lane property owners. The meeting of April 8, 2026 was the first meeting and noticed the intent to levy the assessment while ordering the drafting of the Engineer's Report (Attachment B).

Proposition 218 is a California law approved by voters in 1996 that outlines how public agencies notify property owners and gather public input when proposing certain rate changes. Because the proposed Natasha Lane assessment amounts aim to provide sufficient funding for ongoing expenses while establishing a capital reserve for near-term capital expenditures, the Proposition 218 process must be followed. In short, Proposition 218 requires a formal vote by property owners, requiring that:

> *"Prior to levying a new or increased assessment, or an existing assessment that is subject to the procedures and approval process set forth in Section 4 of Article XIIID of the California Constitution, an agency shall give notice by mail to the record owner of each identified parcel. Each notice shall include the total amount of the proposed assessment chargeable to the entire district, the amount chargeable to the record owner's parcel, the duration of the payments, the reason for the assessment and the basis upon which the amount of the proposed assessment was calculated, and the date, time, and location of a public hearing on the proposed assessment. Each notice shall also include, in a conspicuous place thereon, a summary of the procedures for the completion, return, and tabulation of the assessment ballots required pursuant to subdivision (c), including a statement that the assessment shall not be imposed if the ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment, with ballots weighted according to the proportional financial obligation of the affected property."*

The Proposition 218 process also requires an agency to give notice by mail at least 45 days prior to the date of the public hearing upon the proposed assessment. This agenda report serves two purposes: 1) presentation of the Engineer's Report (Attachment B); and, 2) notice of a public hearing (Attachment C) to be held on June 24, 2026 (more than 45 days from April 22).

This agenda item is the second step in the three-part assessment process where City Council is asked to consider approval of the Engineer's Report (Attachment B) and confirm the levied amount of the assessment that shows all the properties that are to be included in the assessment district. The public hearing for the assessment district will be held at the regularly scheduled City Council meeting of June 24, 2026 (Attachment C). These dates preserve the proper noticing deadlines per Proposition 218 and provide the Natasha Lane property owners with ample time to review the Engineer's Report.

SUMMARY:

The City Council is requested to approve Resolution No. 26-28 (Attachment A) approving the Engineer's Report for the FY 2026–27 Annual Levy of Assessments for the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 (Attachment B). Approval sets the date and time for a public hearing on June 24, 2026 (Attachment C), allowing property owners to review and comment on the proposed assessments as required by Proposition 218. These assessments will fund continued operations, maintenance, and the $600,000 replacement of the storm water and sewer pump stations while ensuring compliance with Proposition 218 and the Benefit Assessment Act of 1982.

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-28 - Natasha Lane Sewer and Storm Water Assessment
2. Attachment B - Engineer's Report
3. Attachment C - DRAFT Public Hearing Notice

ATTACHMENT A

RESOLUTION NO. 26-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2026–27 ANNUAL LEVY OF ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND SETTING DATE FOR PUBLIC HEARING

RECITALS

WHEREAS, the City Council of the City of Montebello (the "City Council") previously adopted Resolution No. 26-22 declaring its intention to levy and collect annual assessments for Fiscal Year 2026–27 within the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 (the "District"), and ordering the preparation and filing of an Engineer's Report; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk an Engineer's Report (the "Report") in accordance with Chapter 3 (commencing with Section 22620) of Part 2 of Division 15 of the Streets and Highways Code of the State of California; and

WHEREAS, the Report contains a full and detailed description of the improvements, including the operation, maintenance, and capital replacement of the sewer and storm drain pump station facilities serving the District, together with the proposed assessments upon assessable parcels of land within the District; and

WHEREAS, the assessments described in the Report are based upon the special benefit conferred upon each parcel within the District and have been apportioned in accordance with applicable law, including Article XIII D of the California Constitution (Proposition 218); and

WHEREAS, the City Council has reviewed and considered the Report and desires to approve the same and set a time and place for a public hearing on the proposed levy of assessments.

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

SECTION 1. The above recitals are true and correct and are hereby incorporated herein.

SECTION 2. Approval of Engineer's Report. The Engineer's Report for the Fiscal Year 2026–27 annual levy of assessments for the Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2, as filed with the City Clerk, is hereby approved.

SECTION 3. Description of Improvements. The improvements to be funded by the assessments include the continued operation, maintenance, and servicing of the sewer and storm water pump station facilities, together with the establishment of capital reserves for future repair and replacement of such facilities and all appurtenant equipment.

SECTION 4. Levy of Assessments. The proposed assessments for Fiscal Year 2026–27, as set forth in the Engineer's Report, shall be levied upon the assessable parcels within the District. Said assessments shall be collected at the same time and in the same manner as general property taxes and shall be subject to the same penalties and procedures for delinquency.

SECTION 5. Public Hearing. The time and place of the public hearing concerning the levy of the proposed assessments is set for 6:00 p.m. on Wednesday, June 24, 2026, at the City of Montebello Council Chambers, located at 1600 W. Beverly Boulevard, Montebello, California, 90640.

SECTION 9. 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 10. 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:

City of Montebello
Attn: Cesar Roldan, Director of Public Works
Montebello, CA 90640

[Signatures on the following page.]

APPROVED AND ADOPTED THIS 22nd DAY OF APRIL 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
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. 26-28 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 April 2026 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

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

For
FY 2026-2027

Georgina Tamayo, Mayor

Danielle Romero, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Ric Alonzo, Councilmember

Engineer's Report
April 22, 2026

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 2026-2027)

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, 2026, through June 30, 2027.

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.

Maintenance includes both preventative and emergency repairs. Under the 10-Year Assessment Plan, funding for FY 2026–27 will cover the annual pro-rated share of the sewer and storm water pump lift station replacements, in addition to routine operations and administrative costs, to ensure ongoing operational reliability and regulatory compliance.

SECTION IV: PROJECT REVENUE & EXPENDITURES

	2025-26 ESTIMATE	26-27 PROJECTED
BEGINNING FUND BALANCE	**$56,480.57**	**$0**
REVENUE	**$21,498.86**	**$67,672.53**
EXPENDITURES		
Operating Costs (O&M, Admin Costs, Additional Repairs)	**$34,981.71**	**$25,587.16**
Pump Station Replacement - Sewer	**–**	**$450,000.00**

Pump Station Replacement – Storm Water	**–**	**$200,000.00**
Total Expenditures	**$34,981.71**	**$675,587.16**
Ending Fund Balance	**$0**	**($607,914.63)**

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 received by each property 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. Publicly owned properties that benefit from the improvements are also subject to assessment.

The Act and the State Constitution do not prescribe a specific method or formula for apportioning costs among properties. The responsibility for recommending individual assessments rests with an Apportionment Engineer, appointed to analyze the facts and determine the proper allocation. The City Engineer is hereby appointed as the Assessment Engineer.

Under the 10-Year Assessment Plan, the total cost of improvements including sewer and storm water pump lift station replacements, operations, and administrative expenses, is spread over ten fiscal years. Each property's annual assessment reflects its pro-rata share of costs for that year, ensuring a fair and proportional allocation in alignment with the special benefits received. Assessments are subject to annual adjustment based on changes in the Consumer Price Index (CPI), which may increase or decrease each year to reflect inflation and changes in operational costs.

All properties are assessed based on the Engineer's Estimate, which calculates each parcel's share of costs according to street frontage along Natasha Lane. This ensures that the assessment is directly proportional to the benefit each parcel derives from the improvements. The respective street frontages of each parcel have been analyzed, and the resulting assessments are detailed in the following table:

DRAFT

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

10-YEAR ASSESSMENT PLAN – YEAR 1
ASSESSMENT ROLL

ASSESSMENT NO.	PARCEL NO.	FRONT FOOTAGE (LF)	10-YEAR PLAN ($/yr)
1	17	45.19	$3,683.56
2	18	41.00	$3,343.53
3	19	41.00	$3,343.53
4	20	41.00	$3,343.53
5	21	41.00	$3,343.53
6	22	41.00	$3,343.53
7	23	41.00	$3,343.53
8	24	41.70	$3,396.88
9	25	52.00	$4,321.38
10	26	45.27	$3,689.92
11	29	40.60	$3,308.39
12	30	40.00	$3,261.78
13	31	40.00	$3,261.78
14	32	40.00	$3,261.78
15	33	40.00	$3,261.78
16	34	40.00	$3,261.78
17	35	40.00	$3,261.78
18	36	40.00	$3,261.78
19	37	40.00	$3,261.78
20	38	38.24	$3,116.98
TOTAL	**-**	**829 LF**	**$67,672.53**

Please note: The amounts shown in the table reflect Year One of the 10-Year Plan. Assessments are subject to annual adjustment based on the Consumer Price Index (CPI) to account for inflation and changing operational costs. Future annual assessments may increase or decrease in proportion to changes in costs and CPI, while remaining proportional to the special benefit each parcel receives.

DRAFT

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

DRAFT

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

ADDRESS OF PROPERTY OWNERS

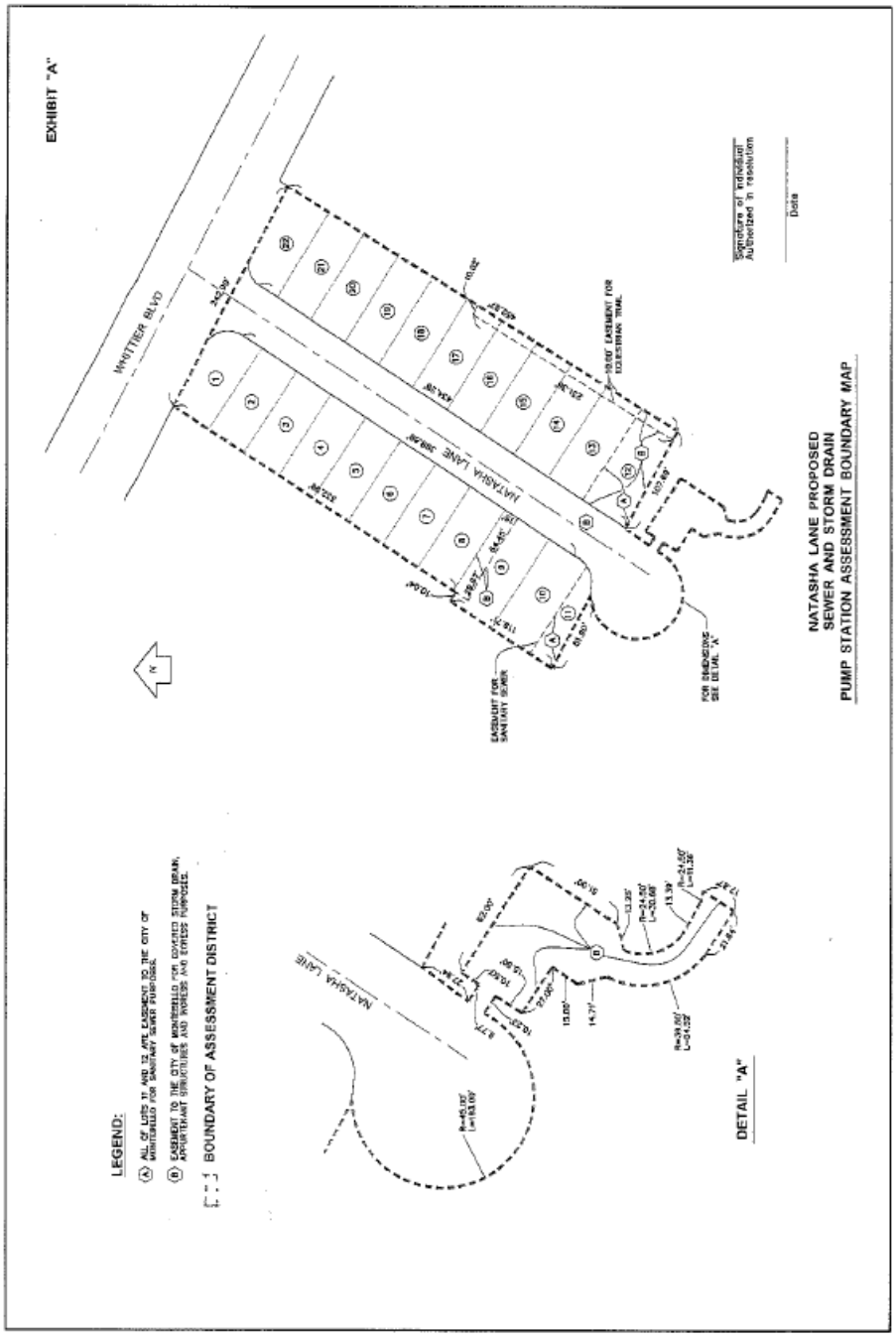
Assessor's Parcel No.	Property Address
6348-006-029	136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640
6348-006-032	124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640
6348-006-034	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

DRAFT

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 24, 2026, at 6:00 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

Levy of the proposed annual assessments for the City of Montebello's Natasha Lane Sewer and Storm Water Assessment District No. 2005-2 for Fiscal Year 2026–2027.

Natasha Lane is a twenty-unit residential development located south of Whittier Boulevard and east of Bluff Road. As part of the development, sewer and storm water pump stations were constructed to serve the residences. The City of Montebello is responsible for the operation, maintenance, and future replacement of these facilities. The assessment district was established in 2005 to fund these costs. Due to aging infrastructure and required improvements, it is now necessary to levy annual assessments to cover operations, maintenance, and replacement of the pump stations and associated equipment. The Fiscal Year 2026–2027 assessments are part of a 10-Year Assessment Plan, which spreads the total costs of sewer and storm water pump station replacement, operations, and administrative expenses over ten years. The total cost of Year One (1) of the 10-Year Plan is $675,587.16. Each property's annual assessment reflects its pro-rata share of these costs, calculated based on frontage along Natasha Lane, and ensures a fair and proportional allocation in line with the special benefit each property receives.

For those interested in 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 24, 2026, 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 24, 2026, 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, Director of City Clerk Services

Dated: April 22, 2026
Date published: April XX, 2026

DRAFT

ITEM # 14

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: Cesar Roldan, Director of Public Works

SUBJECT: **ADOPT RESOLUTION NO. 26-27 APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2026-27 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR THE PUBLIC HEARING**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Adopt Resolution No. 26-27 (Attachment A) approving the Fiscal Year 2026-27 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1, setting a date for the Public Hearing for the regular meeting scheduled for June 24, 2026 at 6:00 p.m.; 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 2026-27 Annual Assessment District No. 2005-01 (Account No. 265-99-330-6040.20). There will be no impact on the General Fund as all revenue collected and associated expenditures are recorded in the appropriate account in Fund 265. The Engineers Report (Attachment B) details the amount per parcel that will be assessed via property tax bills in FY 2026-27. A total of $1,200 will be collected for the twenty parcels, with individual parcel amounts between $57.90 and $65.53 for the year.

BACKGROUND/DISCUSSION:

Natasha Lane is a twenty-unit housing development built in 2005, 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 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 2025-26 and prior years. Continued assessment of the properties benefiting 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 (Attachment B) for Natasha Lane Landscape Assessment District No. 2005-1 and provides notice of the required public hearing concerning the levy of the proposed assessments,which will be held at the regular City Council meeting on June 24, 2026.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends the City Council adit Resolution 26-27 (Attachment A) approving the Engineer's Report (Attachment B) for the Fiscal Year 2026-27 Annual Natasha Lane Landscape Assessment District No. 2005-1 and setting the required Public Hearing on June 24, 2026, at 6:00 pm, in the City Council Chambers (Attachment C).

ATTACHMENT(S)

1. Attachment A - Resolution No. 26-27 - Natasha Lane Landscape Assesment District 2005-1
2. Atttachment B - Engineer's Report
3. Attachment C - DRAFT Public Hearing Notice

ATTACHMENT A

RESOLUTION NO. 26-27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE ENGINEER'S REPORT FOR THE FISCAL YEAR 2026-27 ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND SETTING A DATE FOR PUBLIC HEARING

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

SECTION 1. The above recitals are 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 2026-2027 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 24, 2026, 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 attention is directed to the office listed below as designated:

City of Montebello
Attn: Cesar Roldan, Director of Public Works
1600 W Beverly Blvd. Montebello, CA 90640

[Signatures on the following page.]

APPROVED AND ADOPTED THIS 22nd DAY OF APRIL 2026.

_____
Georgina Tamayo, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
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. 26-27 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 April 2026 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

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

For
FY 2026-2027

Georgina Tamayo, Mayor

Danielle Romero, Mayor Pro Tem

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Ric Alonzo, Councilmember

Engineer's Report
April 22, 2026

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 2026-2027)

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, 2026, through June 30, 2027.

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

	25-26 ESTIMATE	26-27 PROJECTED
BEGINNING FUND BALANCE	**$35,073.04**	**$35,879.24**
REVENUE	**$1,316.56**	**$1,200**
EXPENDITURES	**($510.36)**	**($510.36)**
ENDING BALANCE	**$35,879.24**	**$36,568.88**

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
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NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

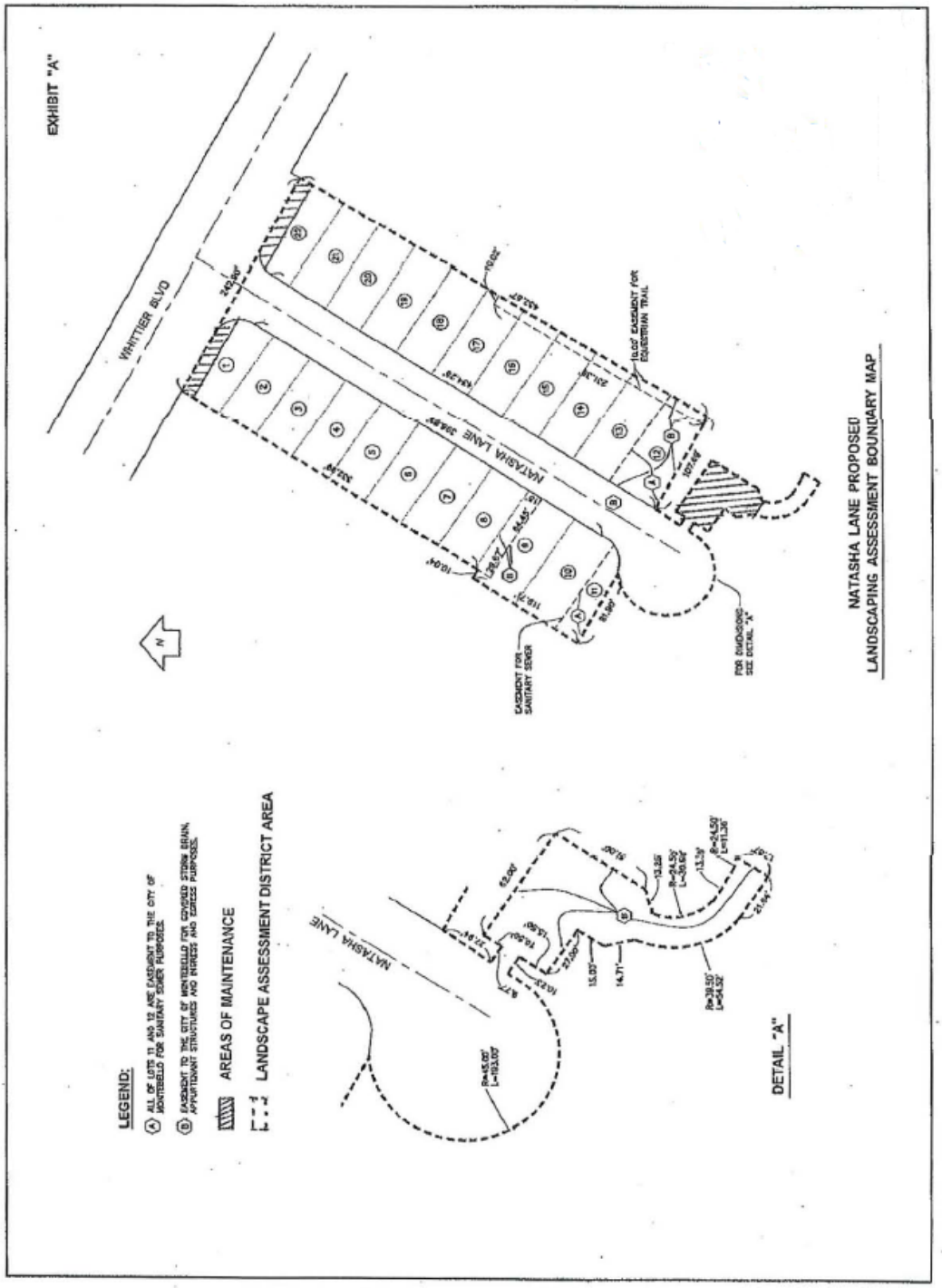
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NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-1

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 24, 2026, at 6:00 p.m**., or as soon as possible thereafter as the matter can be heard, to consider the following:

Levy of the proposed annual assessments for the City of Montebello's Natasha Lane Landscape Assessment District No. 2005-1 for Fiscal Year 2026–2027.

Natasha Lane is a twenty-unit residential development located south of Whittier Boulevard and east of Bluff Road. Landscaping improvements were installed as part of the original development, including areas within a storm drain easement, along Whittier Boulevard, and within the cul-de-sac. The City of Montebello maintains these landscaped areas. The Natasha Lane Landscape Assessment District No. 2005-1 was established in 2005 to fund maintenance and servicing costs. The annual assessment is levied on benefitted properties and collected through the Los Angeles County property tax roll. On April 22, 2026, the City Council adopted Resolution No. 26-27 initiating proceedings for the Fiscal Year 2026–2027 annual assessment, and property owners were notified in accordance with the California Streets and Highways Code.

For those interested in 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 24, 2026, 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 24, 2026, 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, Director of City Clerk Services

Dated: April 22, 2026
Date published: April XX, 2026

DRAFT

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: **TREASURER'S REPORT FOR THE QUARTER ENDING MARCH 31, 2026**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Receive and File the Quarterly Treasurer's Reort for the quarter ending March 31, 2206 (Third Quarter of FIscal Year 2025-26); 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, 2026 (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 March 2022 through March 2026. The "General" account combines Bank of Montreal (BMO) and Local Agency Investment Fund (LAIF) and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	March 31, 2022	March 31, 2023	March 31, 2024	March 31, 2025	March 2026	Var to Same Qtr/Prior Yr
General	70,879,763	90,009,131	100,503,186	75,807,030	55,778,484	(20,028,546)
Successor Agency	15,852,122	15,503,546	16,752,412	4,636,616	3,444,269	(1,192,347)
Housing Successor Agency	632,232	1,267,992	1,273,752	1,150,512	1,993,872	843,360
Trust & Agency	1,233,945	1,060,417	1,071,021	1,030,642	706,204	(324,437)
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	-
	88,611,627	**107,854,650**	**119,613,935**	**82,638,364**	**61,936,395**	**(20,701,969)**

As of March 31, 2026, total available cash was $61.936 million -- $20.702 million less than March 2026. The City's overall cash position has improved over the years and remains at elevated and healthy levels. For example, the June balance for the past ten years is 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
2024	105,911,857	(18,518,476)
2025	91,227,566	(14,684,290)
Average	**80,485,178**	

Comparing June ending balances from prior years, in 2016 overall cash was $48.156 million, versus $91.228 million as of June, 2025 – a $43.071 million improvement in the City's available cash position (LAIF, BMO, etc.) or put another way a 189% increase over ten years.

The continuing strength of the City's cash position is due to several 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 and new developments like Metro Heights produce new and increased property tax revenue. The City 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 over the last five years. In addition, the sale of the City's water system (February, 2023) and a Transit property in Pico Rivera (February, 2023) added to the overall cash position during calendar year 2023 with one-time infusions of cash.

It should also be noted that monthly cash balances fluctuate, as expenses vary considerably from month to month, especially when comparing prior years. The chart below shows third quarter 2025 vs. third quarter 2026 (January - March).

	Jan 2025	Feb 2025	Mar 2025	Jan 2026	Feb 2026	March 2026
General	80,527,107	78,191,665	75,807,030	62,094,507	59,594,453	55,778,484
Successor Agency	4,639,807	4,638,211	4,636,616	3,709,235	3,445,865	3,444,269
Housing Successor Agency	1,149,552	1,149,552	1,150,512	1,782,912	1,993,872	1,993,872
Trust & Agency	997,494	1,009,833	1,030,642	760,632	773,925	706,204
401 a(h) Trust Accounts	13,564	13,564	13,564	13,564	13,564	13,564
	87,327,525	**85,002,826**	**82,638,364**	**68,360,851**	**65,821,679**	**61,936,395**

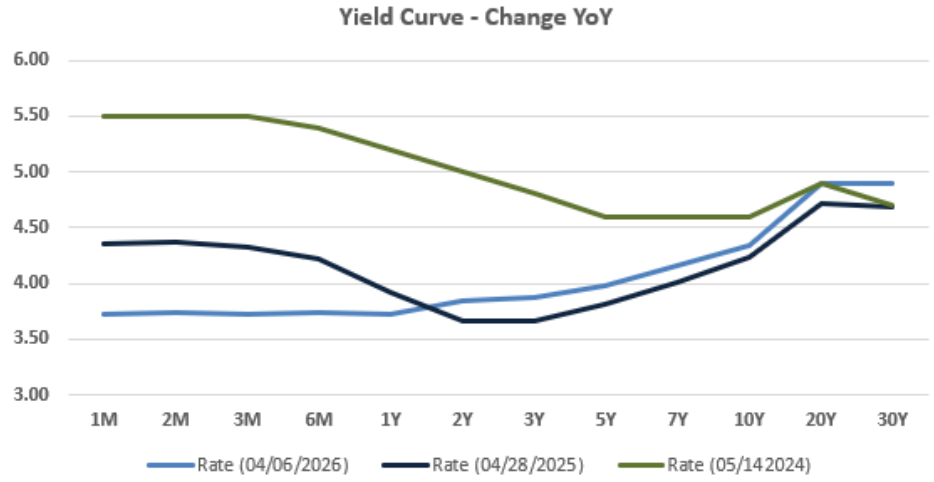
The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant

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. The completion of the golf course renovation and clubhouse construction projects in FY 2024-25 required cash outlays to pay for construction related expenses – hence the draw on cash when comparing similar periods across the last two fiscal years. Also, salary and benefit expenses have increased with new labor agreements approved in 2022 and 2025 — which leads to increased bi-weekly payroll costs, which leads to a greater draw on available cash. The City has also invested in improved maintenance of its facilities and grounds, also leading to increased expenses (i.e, additional draws on idle cash). These and other related increases to expenses help explain the draw down on cash seen over the last three fiscal years.

Despite these natural fluctuations in cash flow – ongoing and regular such as debt service payments or one-time such as the golf course capital expenditures – 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 financial security. 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 $171,500 in annual investment income between FY 2015-16 and FY 2024-25. The General Fund realized $238,000 in revenue from its investments in FY 2024-25, with projected revenue for FY 2025-26 of $850,000.

The effective rate of return on the City's investment portfolio as of March 31, 2026 was 1.16%. 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, from May 2024, April 2025 and April 2026:



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 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:

- Bank of Montreal (BMO) checking accounts (i.e., General used to pay bills, Payroll for bi-weekly payroll, etc.)
- Local Agency Investment Fund (LAIF) – State Treasurer investment pool

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 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, periodic reimbursement of grant expenses, etc. Recenlty, the City received reimbursement from "Paving the Way" bond funds for street paving work, adding to the inflow of cash.

Therefore, the City maintains a reasonable balance in its BMO 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.

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 2026 (quarter ending values). The average quarterly balance for the City's checking account since June 2020 is $9.751 million, more than sufficient to meet regular expenses.

Year	Month	BMO (Checking)	LAIF (General)	LAIF (Succesor 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	DECEMBER	$ 27,973,777	$39,651,105	$14,086,255
2023	MARCH	$ 10,901,394	$74,876,879	$14,159,841
2023	JUNE	$ 24,925,530	$75,000,000	$14,255,276
2023	SEPTEMBER	$ 10,189,195	$75,000,000	$14,367,200
2023	DECEMBER	$ 20,218,537	$75,000,000	$14,496,758
2024	MARCH	$ 20,677,496	$75,000,000	$14,642,395
2024	JUNE	$ 17,178,422	$75,000,000	$ 3,057,845
2024	SEPTEMBER	$ 839,005	$69,500,000	$ 3,124,243
2024	DECEMBER	$ 5,734,431	$66,373,872	$ 3,161,236
2025	MARCH	$ 3,665,450	$71,843,590	$ 3,198,002
2025	JUNE	$ 13,973,652	$69,628,489	$ 3,233,244
2025	SEPTEMBER	$ 2,447,104	$56,394,553	$ 3,268,667
2025	DECEMBER	$ 3,844,915	$49,611,314	$ 3,304,373
2026	MARCH	$ 8,165,013	$47,563,472	$ 3,339,313
		$ 9,750,827	**$55,777,068**	**$ 9,146,441**

The City's Investment Policy was most recently reviewed and approved by the City Council on June 25, 2025. Prior to that, the policy was reviewed, approved and updated annually on: June 12, 2024, June 14, 2023, 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 repost presented prior to 2020 which contained 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 officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 100 plus year history, the City's 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, 2026.

ATTACHMENT(S)

1. ATTACHMENT A - CASH SUMMARY - MAR 2026
2. ATTACHMENT B - Portfolio Summary March 2026

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF MARCH 31, 2026

BANK OF THE WEST

	Account Number	Account Name	3/31/26
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$1,993,872.27
2	XXXX-XX093	Successor Agency of the City of Montebello	$104,956.20
3	XXXX-71041	City of Montebello	$50,000.00
4	XXXX-00184	City of Montebello - FSA	$27,588.48
5	XXXX-XX331	General	$8,165,012.56
6	XXXX-XX287	Trust & Agency	$6,063.99
7	XXXX-XX803	Police Retiree Health Account	$617,853.00
8	XXXX-XX267	Payroll	$0.00
9	XXXX-XX362	Fire Retiree Health Account	$54,698.93
			$11,020,045.43

STATE OF CALIFORNIA

	Account Number	Account Name	3/31/26
1	XX-XX-551	General	$47,563,471.90
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$3,339,312.97
			$50,902,784.87

FIRST MERCANTILE TRUST

Account Number	Account Name	3/31/26
XXX-XX-X746	CORPORATE ACCOUNT	$12.98
XXX-XX-X999	TRUST ACCOUNT	$13,551.48
		$13,564.46

Total General Cash/Investments	$55,778,484.46
Total SA Cash/Investments	$3,444,269.17
Total HSA Cash/Investments	$1,993,872.27
Total T&A Cash/Investments	$706,204.40
Total Trustee Cash	$13,564.46
Total Cash/Investments	$61,936,394.76

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
March 31, 2026

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	47,563,471.90	47,563,471.90	47,563,471.90	100.00	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Investments	**47,563,478.28**	**47,563,478.28**	**47,563,478.28**	**100.00%**	**1**	**1**	**1.292**	**1.310**
Cash, Pending Redemptions								
Passbook/Checking (not included in yield calculations)	8,215,012.56	8,215,012.56	8,215,012.56		1	1	0.000	0.000
Pending Redemptions	2,514,566.49	2,514,566.49	2,514,566.49					
Subtotal		10,729,579.05	10,729,579.05					
Total Cash, Pending Redemptions and Investments	**58,293,057.33**	**58,293,057.33**	**58,293,057.33**		**1**	**1**	**1.292**	**1.310**

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	52,919.25	524,660.60
Average Daily Balance	**59,471,363.50**	**60,448,540.39**
Effective Rate of Return	**1.05%**	**1.16%**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
March 31, 2026

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												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	47,563,471.90	47,563,471.90	47,563,471.90	1.310		1.310	1	
		Subtotal and Average	**47,563,471.90**		**47,563,471.90**	**47,563,471.90**	**47,563,471.90**			**1.310**	**1**	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	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**	
		Total and Average	**59,471,363.50**		**47,563,478.28**	**47,563,478.28**	**47,563,478.28**			**1.310**	**1**	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
March 31, 2026

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	8,215,012.56	8,215,012.56	8,215,012.56			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**59,471,363.50**		**55,778,490.84**	**55,778,490.84**	**55,778,490.84**			**1.310**	**1**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2026

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													
SYS200	200	LAIF		07/01/2019	47,563,471.90	47,563,471.90	47,563,471.90	1.310	1	1.310	2,212,327.44	0.00	
		Subtotal and Average	**47,563,471.90**		**47,563,471.90**	**47,563,471.90**	**47,563,471.90**	1.310	1	1.310	2,212,327.44	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.21	0.00	
950516181	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	-7,546.59	0.00	
		Total and Average	**59,471,363.50**		**47,563,478.28**	**47,563,478.28**	**47,563,478.28**	1.310	1	1.310	2,204,780.85	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2026

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	8,215,012.56	8,215,012.56	8,215,012.56	0.000	1	0.000	0.00	0.00
		Average Balance	**0.00**									
		Total Cash and Investments	**59,471,363.50**		**55,778,490.84**	**55,778,490.84**	**55,778,490.84**	1.117	1	1.117	2,204,780.85	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
March 31, 2026

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												
SYS200	200	LAIF	47,563,471.90	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		47,563,471.90	47,563,471.90
Local Agency Investment Funds Totals			**47,563,471.90**				**1.292**	**1.310**		**0.00**	**47,563,471.90**	**47,563,471.90**
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	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**
Investment Totals			**47,563,478.28**				**1.292**	**1.310**		**0.00**	**47,563,478.28**	**47,563,478.28**

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
March 31, 2026

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	8,215,012.56			08/31/2019	0.000	0.000	07/31 - Monthly		8,215,012.56	8,215,012.56
		Cash Totals	**8,215,012.56**							**0.00**	**8,215,012.56**	**8,215,012.56**
		Total Cash and Investments	**55,778,490.84**				**1.292**	**1.310**		**0.00**	**55,778,490.84**	**55,778,490.84**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
March 31, 2026

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
				Subtotal	**529,566.49**
Negotiable CDs					
05580ASV7	40	BMW BANK NORTH AMERICA	10/11/2019	10/11/2023	247,000.00
29278TLF5	34	ENERBANK USA	10/09/2019	09/13/2023	249,000.00
44329ME33	53	HSBC BANK USA	05/07/2020	05/07/2025	248,000.00
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
59013KDM5	47	MERRICK BANK	10/18/2019	10/18/2024	249,000.00
61760AX53	31	MORGAN STANLEY PRIVATE BANK	10/09/2019	09/05/2024	247,000.00
749622AP1	43	RIA FEDERAL CREDIT UNION	10/11/2019	10/11/2023	249,000.00
7954504D4	33	SALLIE MAE BANK	10/09/2019	09/18/2024	247,000.00
				Subtotal	**1,985,000.00**
				Total Pending Redemptions	**2,514,566.49**

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
March 1, 2026 through March 31, 2026

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	**47,563,471.90**					**47,563,471.90**
Savings Accounts (Monthly Summary)								
		Subtotal	**6.38**					**6.38**
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				0.00	3,815,968.42	
		Subtotal	**12,030,980.98**			**0.00**	**3,815,968.42**	**8,215,012.56**
		Total	**59,594,459.26**			**0.00**	**3,815,968.42**	**55,778,490.84**

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
March 2025 through March 2026

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
March	2025	5	72,091,586.08	1.292	1.310	1.310	0	0	7	1
April	2025	5	69,876,494.90	1.292	1.310	1.310	0	0	7	1
May	2025	5	69,628,494.90	1.292	1.310	1.310	0	0	1	1
June	2025	4	69,628,494.90	1.292	1.310	1.310	0	0	1	1
July	2025	4	70,394,559.80	1.292	1.310	1.310	0	0	1	1
August	2025	4	63,394,559.80	1.292	1.310	1.310	0	0	1	1
September	2025	4	56,394,559.80	1.292	1.310	1.310	0	0	1	1
October	2025	4	44,111,320.32	1.292	1.310	1.310	0	0	1	1
November	2025	4	35,111,320.32	1.292	1.310	1.310	0	0	1	1
December	2025	4	49,611,320.32	1.292	1.310	1.310	0	0	1	1
January	2026	4	54,063,478.28	1.292	1.310	1.310	0	0	1	1
February	2026	4	47,563,478.28	1.292	1.310	1.310	0	0	1	1
March	2026	4	47,563,478.28	1.292	1.310	1.310	0	0	1	1
	Average	**4**	**57,648,703.54**	**1.292%**	**1.310%**	**1.310**	**0**	**0**	**2**	**1**

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
March 2025 through March 2026

Security Type	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	99.7	99.7	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														
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	0.3	0.4												0.1%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
March 31, 2026

	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	2,204,780.85	2,204,780.85
Less Accrued Interest at Beginning of Period	(2,151,861.60)	(1,680,120.25)
Interest Earned during Period	52,919.25	524,660.60
Total Interest Earned during Period	**52,919.25**	**524,660.60**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**52,919.25**	**524,660.60**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
March 31, 2026

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	3,339,312.97	3,339,312.97	3,339,312.97	100.00	1	1	0.334	0.339
Investments	**3,339,312.97**	**3,339,312.97**	**3,339,312.97**	**100.00%**	**1**	**1**	**0.334**	**0.339**
Cash								
Passbook/Checking (not included in yield calculations)	104,956.20	104,956.20	104,956.20		1	1	0.000	0.000
Total Cash and Investments	**3,444,269.17**	**3,444,269.17**	**3,444,269.17**		**1**	**1**	**0.334**	**0.339**

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	961.45	8,388.68
Average Daily Balance	**3,445,813.26**	**3,853,359.78**
Effective Rate of Return	**0.33%**	**0.29%**

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
March 31, 2026

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	3,339,312.97	3,339,312.97	3,339,312.97	0.339		0.339	1	
		Subtotal and Average	**3,339,312.97**		**3,339,312.97**	**3,339,312.97**	**3,339,312.97**			**0.339**	**1**	
		Total and Average	**3,445,813.26**		**3,339,312.97**	**3,339,312.97**	**3,339,312.97**			**0.339**	**1**	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
March 31, 2026

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	104,956.20	104,956.20	104,956.20			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**3,445,813.26**		**3,444,269.17**	**3,444,269.17**	**3,444,269.17**			**0.339**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
March 31, 2026

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													
SYS100	100	LAIF		07/01/2019	3,339,312.97	3,339,312.97	3,339,312.97	0.339	1	0.339	57,560.44	0.00	
		Subtotal and Average	**3,339,312.97**		**3,339,312.97**	**3,339,312.97**	**3,339,312.97**	0.339	1	0.339	57,560.44	0.00	
		Total and Average	**3,445,813.26**		**3,339,312.97**	**3,339,312.97**	**3,339,312.97**	0.339	1	0.339	57,560.44	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
March 31, 2026

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	104,956.20	104,956.20	104,956.20	0.000	1	0.000	0.00	0.00
		Average Balance	**0.00**									
		Total Cash and Investments	**3,445,813.26**		**3,444,269.17**	**3,444,269.17**	**3,444,269.17**	0.329	1	0.329	57,560.44	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
March 31, 2026

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												
SYS100	100	LAIF	3,339,312.97	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		3,339,312.97	3,339,312.97
	Local Agency Investment Funds Totals		**3,339,312.97**				**0.334**	**0.339**		**0.00**	**3,339,312.97**	**3,339,312.97**
		Investment Totals	**3,339,312.97**				**0.334**	**0.339**		**0.00**	**3,339,312.97**	**3,339,312.97**

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
March 31, 2026

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	104,956.20			08/31/2019	0.000	0.000	09/30 - Monthly		104,956.20	104,956.20
		Cash Totals	**104,956.20**							**0.00**	**104,956.20**	**104,956.20**
		Total Cash and Investments	**3,444,269.17**				**0.334**	**0.339**		**0.00**	**3,444,269.17**	**3,444,269.17**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
March 1, 2026 through March 31, 2026

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	**3,339,312.97**					**3,339,312.97**
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				0.00	1,595.56	
		Subtotal	**106,551.76**			**0.00**	**1,595.56**	**104,956.20**
		Total	**3,445,864.73**			**0.00**	**1,595.56**	**3,444,269.17**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
March 2025 through March 2026

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
March	2025	2	3,198,002.21	0.334	0.339	0.339	0	0	1	1
April	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
May	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
June	2025	2	3,233,243.84	0.334	0.339	0.339	0	0	1	1
July	2025	2	3,268,667.39	0.334	0.339	0.339	0	0	1	1
August	2025	2	3,268,667.39	0.334	0.339	0.339	0	0	1	1
September	2025	2	3,268,667.39	0.334	0.339	0.339	0	0	1	1
October	2025	2	3,304,373.73	0.334	0.339	0.339	0	0	1	1
November	2025	2	3,304,373.73	0.334	0.339	0.339	0	0	1	1
December	2025	2	3,304,373.73	0.334	0.339	0.339	0	0	1	1
January	2026	2	3,339,312.97	0.334	0.339	0.339	0	0	1	1
February	2026	2	3,339,312.97	0.334	0.339	0.339	0	0	1	1
March	2026	2	3,339,312.97	0.334	0.339	0.339	0	0	1	1
	Average	**2**	**3,279,599.69**	**0.334%**	**0.339%**	**0.339**	**0**	**0**	**1**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
March 2025 through March 2026

Security Type	March 2025	April 2025	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
March 31, 2026

	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	57,560.44	57,560.44
Less Accrued Interest at Beginning of Period	(56,598.99)	(49,171.76)
Interest Earned during Period	961.45	8,388.68
Total Interest Earned during Period	**961.45**	**8,388.68**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**961.45**	**8,388.68**

ITEM # 16

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE AGREEMENT NO. 4495 WITH 1921 MARKETING SERVICES FOR TURNKEY BUS ADVERTISING SERVICES**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Agreement No. 4495 with 1921 Marketing Services (1921 Marketing), to provide turnkey Bus Advertising Services, for a one-year term with the option for renewal of up to two (2), additional one-year (1-year) terms; and
2. Authorize the City Manager to execute and finalize Agreement No. 4495 with 1921 Marketing on behalf of the City of Montebello; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

An unsolicited proposal from 1921 Marketing was submitted to provide turnkey bus advertising services (Attachment A). The program does not require any upfront capital investment by the City and includes a 50/50 revenue-sharing model between the City and 1921 Marketing. This structure offers a fiscally responsible and transparent approach to generating passive revenue while minimizing financial risk. The recommended actions do not require a budget amendment.

BACKGROUND/DISCUSSION:

On September 25, 2025, the City issued Request for Proposals (RFP) No. 26-04 (Attachment B) seeking a qualified vendor to implement and manage a turnkey advertising program across the interior and exterior of Montebello Bus Line's (MBL) bus fleet, including advertising sales, billing, installation, maintenance, reporting, and contract

management. The scope of work was designed to monetize advertising opportunities and maintain a new revenue stream while ensuring compliance with community values and municipal standards.

Proposals were due by October 23, 2025. Regrettably, the City did not receive any proposals in response to RFP No. 26-04. Following the unsuccessful solicitation, staff proactively engaged the previous vendor to continue service and maintain advertising program continuity. The vendor indicated that their non-submittal was due to an internal reorganization and company rebranding initiative.

On January 28, 2026, 1921 Marketing submitted an unsolicited proposal demonstrating its experience and readiness to support MBL's advertising and revenue generating goals. With four years of direct experience selling and managing municipal bus line advertising, the vendor can rapidly deploy a proven, turnkey program in accordance with industry best practices. The City will retain full control and oversight of all advertising content, ensuring alignment with municipal standards, while 1921 Marketing Services all sales, installation, and operations—minimizing staff workload and maximizing revenue potential. Therefore, staff recommend that the City Council consider awarding Agreement No. 4495 (Attaachment C) with 1921 Marketing to maintain a reliable and experienced partner, while ensuring the continuity and effectiveness of MBL's Bus Advertising Services.

These professional services will be procured in accordance with the bidding procedures outlined in Montebello Municipal Code (MMC) Section 3.20.050 (I) and (H), as authorized under California Government Code Section 54202; which states:

- (I) Solicitation of Bids with No Response: Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the Purchasing Manager may proceed to have the services performed or the goods procured without further competitive bidding; and
- (H) Professional Services: Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provision of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, **advertising agency**, real estate, chiropractic and optometry.

Given the unique circumstances described above, City staff request that the City Council find that dispensing with the normal bidding requirements set forth in the MMC is appropriately practical and reasonable, and award an agreement per Sections 3.20.050 (H) and (I).

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommend that the City Council award Agreement No. 4495 to 1921 Marketing to provide turnkey Bus Advertising Services, for a 1-year term with the option for renewal of up to two (2), additional 1-year terms; authorize the City Manager to execute and finalize Agreement No. 4495 (Attachment C) on the City's behalf; and direct staff to take such additional, and related, action that may be desirable.

ATTACHMENT(S)

1. Attachment A – 1921 Marketing Services Proposal
2. Attachment B – RFP No. 26-04
3. Attachment C – Draft Agreement No. 4495

Proposal to Implement a Bus Advertising Program

City of Montebello Municipal Bus Fleet (66 Buses)

Submitted by:

Eduardo Gomez
1921 Marketing Services
Prepared for: City of Montebello
Date: January 28, 2026

---

1. Executive Summary

This proposal outlines a comprehensive plan to **implement, manage, and monetize advertising on the City of Montebello's municipal bus fleet of 66 buses**. The objective is to establish a **sustainable, non-tax revenue stream** for the City while maintaining full compliance with municipal standards, operational requirements, and community values.

The proposed program is supported by **four (4) years of direct experience selling and managing bus line advertising**, ensuring the City benefits from a proven, turnkey solution executed in accordance with industry best practices.

Under this proposal, advertising revenue generated through the program would be shared on a **50% City of Montebello / 50% Operator partnership basis**, creating a mutually beneficial and performance-driven relationship.

Revenue Projection (Calendar Year 2026)

With four years of direct experience selling and managing bus line advertising, a clearly defined **50/50 revenue-sharing partnership**, and a conservative **$60,000 projected gross revenue for 2026** if launched on March 1st, this proposal offers the City of Montebello a responsible, transparent, and revenue-generating opportunity.

The program requires no upfront capital investment by the City, leverages existing municipal assets, and provides immediate financial participation while maintaining full City oversight and control.

Based on the proposed 50/50 revenue-sharing structure, this would result in:

- **Estimated Gross Revenue (2026):** $60,000
- **City of Montebello Share (50%):** $30,000
- **Operator Share (50%):** $30,000
-

- # Start Date

If the City of Montebello approves this proposal, the advertising program can **commence on March 1, 2026**. Launching on this date allows sufficient time for:

- Finalizing the partnership agreement
- Approving creative and advertising content
- Coordinating installation logistics across the 66-bus fleet

Starting on March 1, aligns with the projected revenue model and ensures the program is fully operational for the remainder of calendar year 2026.

Submitted by:

Eduardo Gomez
Sole Owner & Principal
1921 Marketing Services
Mobil 818-321-4922
Email: hrock1112@gmail.com

City of Montebello

REQUEST FOR PROPOSALS (RFP) No. 26-04

BUS LINES

BUS ADVERTISING SERVICES

September 25th, 2025

ONLINE PROPOSAL SUBMITTAL ONLY THROUGH PLANET BIDS

NOTE: Updates, changes or addendums to the RFP are posted at:
https://pbsystem.planetbids.com/portal/33072/portal-home

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Letter of Transmittal

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Exhibit A - Indemnification and Hold Harmless Agreement and
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Exhibit D – Cost Proposal Sheet
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Exhibit K – Drug Free Workplace
Exhibit L – Compliance with 49 CFP Part 655

INTRODUCTION

The City of Montebello operates the Montebello Bus Lines (MBL) to primarily provide transportation services to the residents of Montebello and neighboring communities. MBL is the third largest municipal bus system in Los Angeles County with a fleet of 66 buses. MBL proudly serves 2.6 million passengers a year throughout the communities Alhambra, Bell Gardens, San Gabriel, Boyle Heights, Commerce, Downtown Los Angeles, East Los Angeles, La Mirada, Montebello, Monterey Park, Pico Rivera, Rosemead, South Gate, and Whittier.

MBL operates a fleet of sixty-six (66) buses, inclusive of five (5) hybrid / gasoline buses, forty-four (44) CNG buses, and a contingency reserve fleet of seventeen (17) buses (consisting of three (3) electric / battery rebuilds and fourteen (14) hybrid / gasoline buses). The older hybrid / gasoline buses will be phased out of operation in accordance with the MBL fleet replacement program / schedule to comply with the state's Air Quality Management District requirements. The entire fleet is equipped with wheelchair lifts, kneeling devices, radios, air conditioners, bike racks, security cameras and other standard operating equipment. MBL's fixed-route service utilizes standard coaches that are forty (40) feet long, with seating capacity for thirty-eight to thirty-nine passengers respectively; standing capacity is twenty respectively, with two wheelchair tie-down positions on each vehicle.

Transportation Department desires to enter into an Agreement with a qualified Vendor, giving the Vendor the exclusive right to sell and display advertising on the exterior and interior of MBL buses as well as alternate approaches to using available ad space on MBL fleet of buses and bus stops. The preferred Agreement is one that would attain the maximum possible revenue for both MBL and the Vendor.

DATE: September 25th, 2025

ATTENTION: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL (RFP) NO. 26-04

TITLE: CITY OF MONTEBELLO and MONTEBELLO BUS LINES

BUS ADVERTISING PROGRAM

MBL is seeking a bus advertising vendor to operate a "turnkey" revenue producing advertising program on the exterior and interior of MBL buses along with optional alternate approaches to using additional Ad space available. Vendor shall ensure a complete Turnkey System that provides advertising sales, billing, accounts receivables, installation and removal services, vandalism repairs, reporting, client information, and agreements to MBL in the authorized inventory; and such that nothing remains to be purchased, provided or supplied by MBL.

The Vendor will execute standard transit advertising techniques. Additionally, the Vendor is welcome to propose a comprehensive and holistic approach to next-generation/innovative techniques utilizing the MBL Bus System assets. Any next-generation/innovative techniques must address MBL's desire to improve customer experience and generate revenue for the agency.

The term of the proposed agreement shall be a three **(3) years with two (2) one (1) year options** commencing upon the date of execution between the City and the successful vendor.

A Pre-Proposal Meeting will be held on **Thursday, October 2nd, 2025.** The meeting will convene at **10:00am** Pacific Standard Time in the Transportation Building located at 400 South Taylor Avenue, Montebello. A facility walk-thru will follow the meeting.

It is highly recommended that all potential proposers ("Proposers") attend this important meeting. All correspondence, communications, and contact concerning any aspect of this solicitation or offers shall be only with the following person [or his designated representative if applicable] (hereinafter, the "City's Point of Contact").

Name: Yessica Carrasco-Garcia
Title: Management Analyst
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625 ext.1345
E-mail: ycarrasco@montebelloca.gov

Only substantive inquiries will receive a response. All substantive questions submitted in writing, as outlined below, will be responded to according to the guidelines contained herein. Responses will be in writing and will be provided to all prospective Proposers and placed on the City's website. Responses to questions or comments regarding this RFP provided by any other department, employee, or City department other than the City's Point of Contact set forth above shall not be considered valid and the City will not be bound by any such comments or responses. Inquiries received via telephone or orally in-person will not receive a response.

Proposals must be received by **10:00am** Pacific Standard Time, on **Thursday, October 23rd, 2025,** and submitted in accordance with the instructions contained in this RFP. No exceptions will be granted regardless of reason or circumstances.

All proposals must contain an original signature by an authorized officer of the company.

The successful Proposer will be required to comply with all applicable Equal Opportunity Laws and Regulations. The City hereby notifies all prospective Proposers that the City will require each Proposer affirmatively demonstrate that Disadvantaged Business Enterprises are afforded full opportunity to participate in the performance of contracts and sub-contracts financed in part or in whole under this RFP and will not be discriminated against on the grounds of race, color, gender, age, or national origin in consideration for an award.

The City reserves the right to reject any or all proposals, to accept all or any part of any proposal, to waive any informality or minor irregularities in any proposal received to the extent permitted by law and where such action best serves the interest of the City, and to be the sole judge of the merits of the respective proposal received.

The City and MBL are committed to ensuring that no person is excluded from participation in, or denied the benefits of its programs and/or services on the basis of race, color or national origin in accordance with FTA Circular 4704.1 and Title VI of the Civil Rights Act of 1964, as amended ("Title VI"). In addition to Title VI, NTS also prohibits discrimination based on sex, age or disability.

Any person who believes he or she has been subjected to discrimination under Title VI can file a complaint with MBL. For more information on MBL's Civil Rights Program, and the procedures to file a complaint, contact:

Name: John Soria
Title: Director of Transportation
Address: 400 S. Taylor Ave.
Montebello, CA 90640
Telephone: (323) 558-1625, ext. 1315
Fax Number: (323) 887-4643
E-mail: RideMBL.com

You may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W. Washington, D.C. 20530
More information on Title VI is available from the Justice Department online at www.justice.gov

TIMETABLE & SCHEDULE OF EVENTS (30-90 Days)

Scheduled Tasks	Scheduled Date	
Issuance of RFP	Thursday	September 25th, 2025
Pre-Proposal Meeting	Thursday	October 2nd, 2025, at 10:00AM PST
Deadline to Submit Questions	Thursday	October 9th, 2025, at 3:00 PM PST
Responses to Questions Provided	Thursday	October 16th, 2025
Deadline to Submit Proposals	Thursday	October 23rd, 2025, at 10:00 AM PST
Presentations & Intent to Award	November	

PROPOSAL SUBMISSION CHECKLIST

This checklist must be completed and returned with the Proposal. Failure to return this checklist may be cause for considering the Proposal non-responsive.

	Description	Section/ Page	Proposer shall initial here
1	Proposal	Page # 5	
2	Letter of Transmittal	Page # 40	
3	Licensing, Permits, and Certificates	Page # 17	
4	Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution	Exhibit A	
5	References	Exhibit B	
6	Insurance	Exhibit C	
7	Cost Proposal Sheet	Exhibit D	
9	Bidder's List of Sub-vendor(s) (DBE and Non-DBE)	Exhibit E	
10	Certification Regarding Debarment, Suspension….	Exhibit F	
11	Performance Guarantee Certification	Exhibit G	
12	Performance Bond	Exhibit H	
13	Irrevocable Standby Letter Of Credit Certificate	Exhibit I	
14	Bank Draft	Exhibit J	
15	Certification of Drug-Free Workplace	Exhibit K	
16	Certificate of Compliance with 49 CFR Part 655	Exhibit L	
	OPTIONAL ITEMS		
15	Requests for exceptions or deviations.	Page # 8	

Company Name:	
Name of Proposer initialing document (print):	
Email address of Company Contact:	
Signature:	
Title:	
Date:	

SECTION 1 - INSTRUCTIONS TO PROPOSERS

PROPOSAL FORMAT AND SUBMITTAL

Proposals can be submitted via the https://pbsystem.planetbids.com/portal/33072/portal-home Portal (accessed through the City of Montebello's official website at https://cityofmontebello.hosted2.civiclive.com/cms/One.aspx?portalId=58756&pageId=84839)up to the hour of **10:00 a.m. on Thursday, October 23rd, 2025.**

All proposals must contain an original signature by an authorized officer of the company. Proposals received after the above listed date and time will not be considered.

Proposals shall not include a photocopy of the following:

- INSTRUCTIONS TO PROPOSERS,
- QUALIFICATIONS,
- SCOPE OF WORK.

Proposals shall be typed, single-spaced, and submitted on 8 1/2"x11" paper. Proposals shall not include any unnecessarily elaborate or promotional material. Proposals may not be modified or corrected after being opened unless an addendum is issued requesting resubmissions. Proposals will not be valid until all information has been verified and Proposers' references have been checked. All proposals shall be accompanied by a completed and signed letter of transmittal provided as a part of this RFP.

All requests for exceptions or deviations because of this RFP shall be clearly identifiable by a separate section of the Proposer's submitted proposal for review by the City. It shall be the City's right to accept or reject any portion of the submitted requests.

Proposals shall be submitted in accordance with the form prescribed herein. Failure to respond in this manner may render the proposal non-responsive. Unauthorized conditions, limitations, or provisions attached to a Proposal will render the proposal non-conforming and non-responsive and may cause its rejection. The completed proposal shall be without interlineations, alterations, or erasures. Proposer submitting basic conforming proposals may choose to submit alternate proposals as complete and separate offers, if the alternate proposal offers technical or other improvements or modifications, which are to the overall benefit to the City. Any and all alternate proposals must be submitted in writing and included with the original proposal, conforming to the requirements as stated herein. No verbal modifications will be accepted.

Proposal documents shall be deemed to include by reference each and every one of the following:

1. Request for Proposal (RFP)
2. Addenda to RFP
3. Supplements to RFP
4. All other required forms

EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Proposer represents that: (1) Proposer has thoroughly examined and become familiar with the Scope of Work required under this RFP, (2) Proposer comprehends all conditions that

may impact the proposal, (3) Proposer has reviewed all addenda, and (4) Proposer is capable of providing the equipment, goods and services necessary to perform the Scope of Work and/or meet the specifications outlined in this RFP, in a manner that meets the City's objectives. Failure to examine the documents and inform themselves shall be at the Proposers' own risk. A Proposer shall have no claim against the City based upon ignorance of or misunderstanding of the RFP documents. Once the award has been made, failure of a Proposer to have read all the conditions, instructions, and the agreement shall not be cause to alter any term of the agreement nor shall such failure provide valid grounds for a Proposer to withdraw its proposal or to seek additional compensation.

SECTION 2 – GENERAL TERMS AND CONDITIONS

ADDENDA

Any changes made by the City to the requirements in this RFP will be made by written addenda. Any written addenda issued to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City will not be bound by any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. The City reserves the right to revise or withdraw this RFP at any time and for any reason.

CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth; the City will issue a written addendum clarifying the matter. Said addendum shall be posted on the https://pbsystem.planetbids.com/portal/33072/portal-home web page.

All questions, clarifications or comments must be submitted no later than **3:00 pm, Thursday, October 9th, 2025**. No questions will be answered individually by the City or Transportation Department.

Requests for clarification, questions and comments must be clearly posted on the PlanetBids Q & A section. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated via PlanetBids. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

1. Section
2. Paragraph number
3. Page number
4. Text of passage being questioned
5. Question

DISCREPANCIES AND MISUNDERSTANDINGS

Proposing companies must satisfy themselves by personal examination of any work site, drawings, Scopes of Work, and by any other means as they may believe necessary, as to the actual physical conditions,

requirements, and difficulties under which the work must be performed. No proposing company shall, at any time, after submission of the proposal, make any claim or assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies found in any plans, specifications, or other documents provided, shall be called to the attention of the Buyer and clarified prior to the submission of proposals.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposals in writing, provided that such requests are received by the City prior to the scheduled deadline for Proposal submission or within six months following the scheduled deadline for Proposal submission when no contract has been awarded.

REFERENCES

All reference information requested in this RFP and specified in the form included in this RFP must be submitted with the proposal. Refer to Exhibit B.

At the discretion of the Evaluation Committee, the City may elect to perform site visits at the Proposer's customer locations. These optional site visits will be in addition to any presentations and/or technical demonstrations. Some or all RFP Evaluation Committee members may travel, at City expense, to sites at which finalist proposers are performing like services. The purpose of such visits shall be to provide the evaluation team with an increased understanding of the process and assess the proposer's implementation and performance.

PROPOSAL SIGNATURES

If an individual makes the proposal, it shall be signed, and the full name and address of the Proposer shall be given.

If a partnership makes the proposal, it shall be signed with the partnership name, by a member of the partnership who shall sign by name and the name and address of each partner shall be given.

If a corporation prepares the proposal, the name of the corporation shall be provided and signed by two (2) duly authorized Officers and, if available, stamped with the corporate seal, and the names and titles of all officers of the corporation shall be given. If a corporation provides a certified letter stating that one (1) duly authorized officer signature is binding for the corporation, this will suffice to omit the second signature requirement in the proposal. Certified letter is to be included in the proposal accompanied with the Letter of Transmittal.

PRE-CONTRACTUAL EXPENSES

The City will be under no obligation for payment of pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by proposer in:

- Preparing the proposal in response to this request.
- Submitting that proposal to the City.
- Negotiating with the City any matter related to this proposal, and/or
- Any other expenses incurred by the Proposer prior to date of award.

CITY OF MONTEBELLO RIGHTS

In its discretion, the City reserves the right to:

1. Reject any and/or all proposals for no reason or any reason including but not limited to the following:
    a. The proposal is incomplete, non-responsive, obscure, irregular or lacking necessary detail and specificity.
    b. The Proposer, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
    c. The Proposer failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.
2. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform.
3. Accept all or any part of a proposal.
4. Cancel the entire RFP;
5. Issue subsequent RFPs; and/or
6. Waive any errors or informalities in any proposal, to the extent permitted by law.

STATE CREDENTIALS AND TAXES

The Proposer shall be appropriately licensed in accordance with the laws of the State of California for the work to be performed. The cost for any required licenses and/or permits shall be the responsibility of the successful Proposer. The successful Proposer is liable for any and all taxes due as a result of the contract.

RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

The Proposer's products, services, and facilities shall be in full compliance with all applicable Federal, State and local regulations, standards and ordinances, regardless of whether or not they are referred to in the RFP.

CONFIDENTIALITY AND PUBLIC RECORD

All Proposers are hereby put on notice that each Proposal received shall become the exclusive property of the City. Notwithstanding authorized exemptions and privileges, each proposal shall be subject to disclosure according to the California Public Records Act and/or the Federal Freedom of Information Act. The City shall not in any way be liable or responsible for the disclosure if required to do so by law.

JOINT OFFERS

Where two or more Proposers desire to submit in response to this RFP, they shall do so on a prime-sub vendor basis rather than as a joint venture. The City intends to contract with a single firm and not with multiple firms doing business as a joint venture. Any proposal submitted on behalf of any form of joint venture or partnership between two (2) existing Proposers may be considered collusive and may be rejected as non-responsive.

COMPANY PERSONNEL

It shall be the burden of the successful Proposer to ensure all personnel possesses qualifications and/or experience. All personnel required to perform the services herein shall be secured at the expense of the successful Proposer. Personnel shall not be employees of or have any contractual relationship with the

City. Successful Proposer's personnel shall always conduct themselves in a professional manner to all City employees. Rude or discourteous behavior by the successful Proposer will not be tolerated and the offense can be justification for termination of contract. All sub-vendors of successful Proposer shall abide by all the requirements set forth in this section.

SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP, a detailed cost/price proposal may be requested of the Proposer. A cost or cost and price analysis and evaluation and/or audit of the cost may be performed in order to determine if the price is fair and reasonable. If the City determines a cost analysis is required, Proposer must be prepared to provide, upon request, cost summaries of estimated costs (i.e. labor, equipment, supplies, overhead costs etc.) and documentation supporting all cost elements.

PROTEST PROCEDURES

All protests must be filed in accordance with the following:

1. The protest must be in writing and identify the solicitation (RFP) number.
2. The protest must be submitted by some return receipt method or guarantee of delivery that insures that the protest was received in a timely manner. The City is not responsible for lost or delayed deliverables.
3. The party's standing to protest must be identified.
4. Identification of the specific provision, law, regulation, specification, procedure or policy violated.
5. A statement of the relief requested.

Protests related to the content of the RFP shall be received no later than ten (10) days before the proposal due date. Protests related to matters other than the content of the RFP shall be received no later than five (5) days after proposal opening. If the protest does not comply with the preceding requirements, it may not be evaluated and may be returned to the protestor.

All protests shall be submitted to the contact person identified in this solicitation. If the solicitation is funded with Federal Transit Administration (FTA) monies, a protest may be filed with the FTA. However, the FTA only accepts protests alleging that a grantee failed to have written protest procedures or did not comply with those procedures or protests that involve a conflict of interest or fraud.

INCORPORATION OF PROPOSAL INTO AGREEMENT

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, shall be binding and incorporated by reference in the City's contract with the successful Proposer.

TIME OF COMPLETION

The Contract time shall commence from the date on the Notice to Proceed (NTP) as authorized in writing by the City. The services shall be completed within the time period specified in the Request for Proposal. In case the services under the terms of these provisions and related professional contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the successful vendor (the "Vendor"), the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between the Vendor and MBL.

PAYMENT

A separate invoice, referencing the respective purchase order number, shall be issued in duplicate for each invoice shown in the payment schedule, and addressed to:

City of Montebello
Attn: Accounts Payable
1600 West Beverly Boulevard
Montebello, California 90640

Payment will be made within thirty (30) days after acceptance and approval of invoice.

Payment Schedule: Quarterly
Provide One (1) invoice quarterly.

CONTRACT DOCUMENTS: ORAL CHANGES / CONTRACT TERMINATION

Oral Changes: Oral changes and oral change orders are not permitted. All proposed changes must be submitted in writing to, and approved by, MBL prior to becoming a contract modification.

Contract Termination: MBL may terminate any resulting contract for convenience at any time by giving the Vendor five (5) days' written notice thereof. Upon termination, MBL shall pay the Vendor his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by MBL to affect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, MBL shall pay the Vendor a percentage of the project, which relates to contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

In the event the Vendor breaches the terms or violates the conditions of the contract, and does not within ten days, thereafter, cure such breach of violation, MBL may immediately terminate the Contract for default. The vendor shall be liable for all costs incurred by MBL because of such default.

SCOPE OF CONTRACT

The Vendor shall provide all services necessary as per the Scope of Work described in this Request for Proposal.

PERFORMANCE OF WORK

It is the intent of these specifications to provide only services of the highest quality. The cost to be quoted and submitted shall include all items of service and any other costs necessary to fully complete the work pursuant to the provisions. It is the aim of these specifications that the Vendor provide complete services of the type prescribed. Any items omitted from such specifications which are clearly necessary for the completion of such services shall be considered a portion of such services, although not directly specified or called for in these specifications. No advantage shall be taken by the Vendor in the omission of any detail which goes to make the services complete, even though such detail is not mentioned in these specifications.

AWARD OF CONTRACT

The contract resulting from this RFP (or the "Agreement") will be awarded to the responsive and responsible Proposer whose proposal, conforming to the requirements of the RFP, is determined to be the most advantageous ("Best Value" as described in the Federal Transit Administration Circular 4220.1F) to the City, based on the Evaluation Criteria. No agreement shall exist until the City Council or the City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to:

(a) Accept all or any part of a proposal;
(b) Reject any or all proposals for any reason;
(c) Waive any informality or minor errors to the extent permitted by law;
(d) Award the Agreement as the interest of the City may require;
(e) Cancel the entire RFP; or
(f) Issue subsequent RFPs.

An Evaluation Committee comprised of MBL staff, in accordance with the proposal Evaluation Criteria set forth in Evaluation Criteria section of this RFP, will evaluate all the proposals. During the evaluation period, the City may interview some or all the proposing firms. Proposers should be aware; however, that award may be made without interviews or further discussions.

The City may negotiate contract terms with the selected Proposer prior to award and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the City. However, negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain the most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

No agreement shall exist until the City Council or City Manager has awarded the Agreement and it has been mutually executed. The City reserves the right to reject any and all proposals for any reason, to waive any informality or minor errors as determined by the City in any proposal and to award the Agreement as the best interests of the City may require. The award, if any, may be made by the City within ninety (90) calendar days after the opening of the proposals.

POINT OF CONTACT

This RFP is issued by the City, and the Management Analyst will be the sole point of contact ("Point of Contact") during the RFP submission and procurement process. Communications initiated by respondents to this RFP with members of the City Council, or officers, personnel or employees of the City, other than as coordinated by the Point of Contact, may be grounds for disqualification. Any inquiries or requests during this submission or procurement process shall be submitted in writing to the following Point of Contact:

City of Montebello Transportation Department
Attention: Yessica Carrasco-Garcia
Management Analyst
400 South Taylor Ave.
Montebello, CA 90640
(323) 558-1625 ext. 1345
Email: ycarrasco@montebelloca.gov

If the Point of Contact determines a response to any such inquiry is warranted, said response will be issued to all prospective Proposers via PlanetBids.com.

EVALUATION OF PROPOSALS

MBL uses a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous to MBL.

An evaluation committee will be appointed to review all proposals. The committee will be comprised of MBL staff. Committee members will initially evaluate each proposal using the pass or fail criteria identified herein. Proposers who pass this first stage of testing will progress to the next step in the evaluation.

MBL will evaluate the offers based on the following criteria: Pass/Fail Criteria

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement. Proof of ability, for example a sample certificate with another agency, or a statement that the Proposer can meet the insurance requirements in the RFP should be attached to proposal.
- Proposer has demonstrated evidence of good standing. If the Proposer is a corporation or limited liability company, provide evidence that it is in good standing in the state of its incorporation/organization and qualified to do business in California. If the Proposer is a partnership or joint venture, provide such evidence for all partners or members. The evidence provided must be in the form of (i) an official certificate of good standing issued by the state of incorporation/organization and (ii) qualification to do business issued by the California Secretary of State. If the Proposer is operating under a fictitious name or trade name, provide evidence that the Proposer has filed for and/or registered the fictitious name with the county where the Proposer's business is located.

On the completion of the initial Pass/Fail review, the committee will evaluate proposals using the two-step process. Qualitative considerations will be reviewed and scored first without attention to the price. The committee will then present the cost and price proposals and evaluate and score them accordingly. During the qualitative evaluation, the committee, at its sole discretion, may contact any or all the Proposers with specific questions or requests for clarification. After both the qualitative and cost/price proposals have been evaluated and scored, the committee will arrive at a "comprehensive proposal score" for each proposal. A list of top-ranked proposals within a competitive range will be developed based upon the total comprehensive scores provided by committee members. At this time, the committee may decide that the evaluation process is complete and submit a final recommendation to the Director of Transportation.

The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for the submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its' existing proposal will be rescored along with revised proposals in the same manner as the original proposals.

EVALUATION CRITERIA

Award will be made to the Offeror whose proposal offers the best value to the City. Proposals that meet the pass/ fail criteria now will be evaluated in accordance with the following criteria:

QUALITATIVE CONSIDERATIONS

The Proposer's Qualitative Proposal will be evaluated based on the following factors, each having the weighted value set forth below (100 potential points in total):

1	**Project Management Plan** The proposal shall contain a detailed explanation of the project and not a reiteration of the RFP itself. The information offered should be a compendium of the Proposer's knowledge of the standards outlined in the Scope of Work.	**20 points**
2	**Proposed Project Team** Qualifications and experience of management and staff and other personnel; comprehensiveness of plan and team's familiarity with bus advertising services	**15 points**
3	**Qualifications and Experience** Demonstrate proven experience delivering bus advertising services of similar scope and scale. Provide a comprehensive catalog of prior bus advertising campaigns, highlighting expertise, measurable outcomes, and innovative strategies most advantageous to the City.	**20 points**
4	**Technical Approach** Vendor will submit with their proposal a written plan of action. Plan of action shall include contact persons and schedule adherence, as well as invoicing process. Understanding of the RFP requirements and illustrating the ability to meet performance objectives, compliance with all technical and administrative requirements, financial viability, accounting, and reporting.	**30 points**
	TOTAL	**85 points**

Price Considerations

The Price proposals will be evaluated as follows:

5	**Price** The Proposer's price proposal will be compared to the proposal with the Best Value to the City. The best value responsive price will receive the total weighted value for this criterion.	**15 points**
	TOTAL	**15 points**

SECTION 3 - OTHER REQUIREMENTS

LICENSING AND PERMITS

The Vendor shall be licensed, bonded, and experienced in performing the services described in the Scope of Work and shall provide evidence of current licensing and permits as required by local, State, and Federal regulations in providing such services.

LIQUIDATION DAMAGES

MBL commits to working cooperatively with the Vendor to resolve personnel and Contract performance challenges as they may arise, however, certain proven contractual violations may result in the assessment of liquidated damages at MBL's discretion.

Whenever assessed, MBL and VENDOR/LESSOR agree that in case the item or equipment embraced in this Proposal shall not have been completed due to the failure of the VENDOR/LESSOR, MBL should recover said sum or sums of money, equal to the cost of engineering, inspection of work, and any additional and other expenses incurred from the VENDOR/LESSOR, from the surety or from both. The amount of these deductions shall be assessed as liquidated damages and are not to be considered penalties. For administrative purposes, $100 per-hour "not to exceed $1,200 per-day," for every day beyond the specified date, as extended, shall be withheld as a special reserve to be applied as liquidated damages, if any, the amount of said damages to be determined as per the above-mentioned method.

BOND REQUIREMENTS

Bid Guarantee

The Vendors shall furnish a bid guarantee in the form of a bid bond, or certified treasurer's or cashier's check issued by a responsible bank or trust company, made payable to the City. The amount of such guaranty shall be equal to 5% of the bid price.

In submitting this bid, it is understood and agreed by the Vendor that the City reserves the right to reject all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of ninety (90) days subsequent to the opening of bids, without the written consent of City.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within ninety (90) days after the bid opening without the written consent of the City, or refuse or be unable to enter into an agreement as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guarantee to the extent City's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting Vendor's bid guarantee shall prove inadequate to fully recompense the City for the damages occasioned by default, then the undersigned Vendor agrees to indemnify the City and pay over to the City the difference between the bid guarantee and City's total damages so as to make City whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive (Exhibit H. Performance Bid Guarantee). A copy of the bid bond can be submitted via the PlanetBids Portal https://pbsystem.planetbids.com/portal/33072/portal-home.

Performance Guarantee

A Performance Guarantee in the amount of 5% of the Agreement value is required by the City to ensure faithful performance of the Agreement. Either a Performance Bond or an Irrevocable Standby Letter of Credit shall be provided by the Vendor and shall remain in full force for the term of the Agreement.

The successful Vendor shall certify that it will provide the requisite Performance Guarantee to the City within ten (10) business days from Agreement execution (Exhibit I. Performance Bond). The City requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the City and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The City may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in the contract price. The City may secure additional protection by directing the Vendor to increase the amount of the existing bond or to obtain an additional bond.

If the Vendor chooses to provide a Letter of Credit as its Performance Guarantee, the City shall furnish with its bid, certification that an Irrevocable Standby Letter of Credit will be furnished should the Bidder become the successful Vendor. The Vendor shall also provide a statement from the banking institution certifying that an Irrevocable Standby Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the City if:

1. A bank in good standing issues it. The City will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, “standby” Letter of Credit.
4. The City is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract first year value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract.
7. The expiration date of the Letter of Credit coincides with the term of this Agreement.
8. It indicates that it is being issued to support the obligation of the Vendor to perform under the Contract. It must specifically reference the Contract between the City and the Vendor the work stipulated herein.

The issuing bank’s obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft (similar to the attached forms contained in Exhibit J. Irrevocable Stand-By Letter of Credit Certificate and Exhibit K. Bank Draft) to the issuing bank’s representative at a location and time to be determined by the parties. This documentation will indicate that the Vendor is in default under the Contract.

SECTION 4 – SCOPE OF WORK

BACKGROUND

MBL is seeking a qualified Vendor to establish an exclusive agreement for selling and displaying advertising on the exterior and interior of its bus fleet, as well as on bus stops. The objective is to maximize revenue for both MBL and the selected Vendor. The project requires a "turnkey" advertising program where the Vendor is responsible for all aspects, including advertising sales, billing, installation and removal, vandalism repairs, reporting, and client management. MBL seeks a comprehensive solution with no further investment or supply required from their end.

PROJECT OVERVIEW

The objective is to maximize revenue for both MBL and the selected Vendor. While standard transit advertising techniques are expected, MBL is also open to innovative, next-generation approaches that

enhance customer experience and generate additional revenue for the agency. The Vendor is encouraged to propose holistic strategies utilizing MBL's assets.

The vendor will provide the following deliverables, subject to prior MBL approval, according to a schedule approved by the project manager. Typically, this will consist of business hours from 7:00 PM to 1:00 AM (Pacific Standard Time), Sunday through Thursday. The deliverables are as follows:

PRICING STRATEGY AND STRUCTURE

Vendor shall assess the identified ad space inventory and recommend a pricing strategy and structure. As part of a negotiated procurement, MBL will work jointly with the Vendor to finalize the pricing strategy and structure. The pricing strategy and structure shall include:

1. Estimate of production and installation costs per square foot of wrap material and estimate for interior bus advertising production and installation (Vendor shall specify if they receive as hare of revenue from production and installation costs);
2. Duration of typical advertising campaign;
3. Rate per period for each unique ad space;
4. Minimum duration period for each unique ad space;
5. Proposed percentage split of gross revenue between Vendor and MBL; and

SALE OF ADVERTISING SPACE

Vendor is responsible for selling the identified advertising space and will manage all contracts with advertisers and provide quarterly reports detailing the following:

- MBL requires the following information with all vehicle advertisement sales: Client name, timeframe for installation, run dates for ad, gross sales amounts for each ad, and a description of the ad product or products to be installed;
- Upon notification from Vendor of an exterior wrap sale, MBL shall provide the bus assignment to be used for the wrap within five (5) business days;

A. Bus Exterior Advertising

a. Exterior Ad Framing

Vendor shall not use “framing” to affix advertisements on the exterior of CITY owned/operated fixed route buses. All advertisements shall be affixed directly on the exterior of the bus.

b. Exterior Ad Placement

Due to the mix of fixed route buses, the placement and size must be approved by the CITY representative prior to placement of advertisement. All ads shall not cover the State of California issued carrier identification number assigned to CITY. If the ad requires for the carrier identification number to be covered by the ad, Vendor shall be responsible for the cost of material and labor to place the carrier identification number on top of the ad. Advertising material may not be placed on a bus’s exterior as follows:

- Over the front, including the operator’s window;
- Over the roof of the bus;

- Cumulatively no more than twenty-five percent (25%) of the bus window areas may be covered by ads. Material covering windows shall be perforated to allow for passengers to see out of the bus;
- Over air/exhaust vent(s) along the sides of the bus. Air/exhaust vents at the rear of the bus may be covered if the material is cut so air can pass freely through the vents;
- Along the rear of the bus above the ventilation panel hinge line;
- Over the compartment access doors unless the material is cut to allow opening of such doors;
- Over side marker lights and directional turn signals unless the material is cut around the lighting;
- Over the rear bumper, license plate, bus numbers, disability logos, and MBL logos unless new decals, which are of a design approved by the CITY Representative, or his or her designee, and of a size that meets minimum California Department of Motor Vehicles regulations, are placed over the advertising material.
- Replacement decals for bus numbers must be a black reflective material; and
- Over informational or directional graphics and any other portion of a bus in a manner that interferes in the CITY representative's sole determination, with the safe operation of the bus.

c. Exterior Ad Dimensions.

In no case shall the dimensions of any exterior advertising material exceed dimensions that interfere with safe bus operation. The CITY representative shall be the sole judge of such matters of safety, convenience, appearance, and the number and location of non-permanent adhesive vinyl on any vehicle. The following calculations are approximate:

d. Street-side / Curbside.
   i. Thirty (30) inches in height by one hundred twenty (120) to one hundred forty-four (144) inches in width, (King Size ads).

e. Rear Tail End.
   i. . Twenty one (21) inches in height by seventy (70) inches in width.

B. Bus Interior Advertising

The interior space of MBL buses may be available for contracted advertising. Various industry-standard techniques may be applied to MBL's bus interiors including bus cards, ceilings, backs, hand rails, and safety guards.

1. Bus Cards - Interior ad space, or bus cards. MBL reserves the right to determine placement of this advertisement inside all buses.
2. Ceilings, Backs, Hand Rails, And Safety Guards - Advertisement may not obscure or in any way interfere with the visibility of pre-existing vehicle, safety, or boarding information.

Up to twice a month throughout the year, the Vendor will also agree to install up to a maximum of eighteen (18) 28" x 11" interior information cards per bus, as supplied by MBL and at no charge to MBL.

C. Additional Advertising Displays

a. Digital Bus Interior Advertising – digital displays inside buses

b. Bus Stops – MBL operates and maintains approximately 1,000 bus stops including shelters, double and single poles stops. The majority of these bus stops consist of pole with the bus sign at the top, where the metal pole is available for advertising purposes. The Vendor may recommend traditional or new media advertising formats for partial or all of MBL's bus stops. The Vendor may also recommend new technology partnerships such as cell data networks, Wi-Fi enabled networks, or beacon-enabled networks, with the goal of long-term revenue sharing for the agency.

REVENUE

MBL anticipates receiving the maximum revenue possible. Using the attached cost proposal template, Proposers are to provide the percentage revenue split in the form of a commission on gross sales. MBL considers gross sales as the amount invoiced by the Vendor to the advertiser. Costs associated with the selling, printing, posting, vandalism repairs, installation or maintenance of the advertisement shall not be deducted from the gross sales.

Quarterly reports detailing the revenue generated from each vehicle advertisement shall be provided to MBL no later than a quarterly basis. Sales reports shall include the following information for each ad sold: Advertiser name, vehicle number, advertising type (full wrap, full- side wrap, full-side wrap w/o windows or full tail wrap), duration of advertisement placement, gross sale amount and other information as MBL directs throughout the contract. Vendor shall make all contracts between the vendor and the advertiser available to MBL upon request. MBL reserves the right to audit advertising contracts, quarterly reports and physical advertising placements with the vendor at any time of MBL's choosing. Vendor shall pay MBL a percentage of revenue sales in a quarterly basis.

Vendor is responsible for all advertising sales generation, invoicing and accounts receivable with advertising entities.

Payments shall be made in the form of a check for all advertising and sales, attention: MBL.

APPROVAL OF ADVERTISEMENTS BY MBL

All ads shall be subject to review and approval by MBL.

Vendor shall avoid selling advertising that may be deemed offensive or controversial. MBL has the right to refuse advertising that they deem offensive or controversial and such advertising will be removed by the Vendor within 24 hours. If any questions arise regarding the nature of a specific advertisement, MBL will have sole discretion to determine what may be deemed offensive. Any questions regarding the appropriateness of an ad shall be directed to the Director of Transportation and their designee.

A. Advertising Guidelines

CITY declares that the advertising space on all CITY owned/operated fixed route buses is nonpublic forum. All exterior advertisements on CITY fixed route buses shall be commercial advertisements that propose commercial transactions and services and shall conform to the following rules.

Unacceptable Advertising. Vendor shall not accept and/or display advertisements:

a. that are false, misleading, deceptive or libelous;

b. that involve tobacco or tobacco related products;
c. that involve alcohol or alcoholic related products;
d. that involve unlawful or illegal goods (including drugs), services or activities;
e. that depict of the use of firearms;
f. that relate to political campaigns or political issues;
g. that relate to religious issues;
h. that infringe on any copyright, trade or service mark, title or slogan;
i. that imply endorsement of any goods, services, or activities by CITY;
j. that display any word, phrase, symbol or character likely to interfere with, mislead, or distract traffic, or conflict with any traffic control device pursuant to the California Department of Motor Vehicles; and
k. that contain flashing, illuminated, neon, phosphorescent or luminous elements.

B. Violation of Advertising

Vendor shall promptly remove any advertisements that are in violation of this policy within twenty-four (24) hours upon a verbal or written request by CITY.

C. Advertising Policy

CITY reserves the right to amend this policy at any time with a thirty (30) calendar day written notice to Contractor.

a. No Route Specific Advertising.

Under no circumstances shall advertisements be route specific and Vendor shall not represent to potential advertisers that advertising can be route specific.

b. Self-Promotion.

Vendor shall not engage in unpaid self-promotion without prior written approval from the CITY representative.

c. Warranty.

Vendor assumes all responsibility for all of the materials and services provided under this Agreement, whether those materials and services are provided by Vendor, purchased ready-made, or provided by a subvendor.

D. MBL Rights

From time to time MBL may be required to remove buses from operation for the purpose of alteration, repair or painting of its vehicle and asset. The cost of any painting, alteration or repair of MBL vehicles shall be borne by MBL. MBL will not be held liable or accountable for potential loss of ad impressions due to a vehicle or asset being off the road and in repair or maintenance.

MBL reserves the right to suspend temporarily, or discontinue permanently, the operation of any of its lines or any of its vehicles (buses) at any time and to decrease or increase the number of vehicles in daily use, and to change timetables and routes. No increase, decrease, suspension or discontinuance of any

line or service, or change of vehicles by MBL shall be deemed a breach of this Agreement, or affect or change the rights of either party against the other, or affect the payments provided herein. Upon determination of an increase or decrease of vehicles and assets, Vendor shall be notified by MBL.

MBL shall retain the right to use any unsold ad spaces as available inventory on its vehicles and assets for MBL partnerships, promotions, public service announcements, or any advertiser of its choice at no cost. Those spaces not filled by paid advertisements may also be filled with any advertising, as approved by MBL.

Notwithstanding the above paragraph, Vendor shall reimburse MBL for the cost of repairs should removal of adhesive ads installed by Vendor cause damage to MBL vehicles or assets or if damage occurs to the frame while replacing signs. The cost of repairs shall include all material and labor. Labor shall be at the current MBL labor rate plus benefits.

In keeping with MBL's desire to maintain an attractive exterior on each of its buses, the Vendor shall agree to maintain clean and not worn, tattered or defaced advertising displays.

In the event exterior advertising space is not sold, the Vendor will install MBL supplied displays, at no cost to MBL. Vendor is to provide MBL for its own self-promotion. If MBL does not desire the posting of displays, the Vendor may make space available to bona-fide public service organizations, and charge such posting fees as the Vendor deems necessary. The Vendor will not permit more than three (3) percent of the exterior advertising display spaces to remain empty at any one time.

The Vendor will agree to provide all candidates for public office and all proponents/opponents of public issues equal opportunity to purchase advertising space on MBL buses or assets.

INSTALLATION AND REMOVAL

Vendor shall be responsible for all costs associated with installation, maintenance and restoration of advertisements sold by Vendor.

Vendor must use changeable graphic film that is easily removed without heat and leaves no adhesive residue.

Vendor shall be responsible for all costs associated with vandalism repairs.

Vendor shall be responsible for the quality of work performed throughout the installation process

Vendor shall submit a design for the advertising surface to MBL for review and approval, ten (10) business days prior to tentative installation date of each advertisement.
Vehicle advertisement installations and removals must be coordinated with MBL five (5) business days in advance. MBL may require that work is performed between hours of 8:00 pm and 4:00 am.

Best efforts shall be made by MBL to accommodate the Vendor's requested installation and removal dates, times and locations, including those sold on short notice or that require special circumstances, however MBL reserves final decision.

Vendor shall provide MBL with a preferred removal date and time that allows a minimum of five (5) business day notice

Vendor shall remove expired or obsolete ads no later than fifteen (15) days from the end of the run date, and/or within forty-eight (48) hours of MBL notice for removal of MBL ads. Failure by the Vendor to remove expired or obsolete ads or MBL ads in timeframes listed herein shall constitute non-compliance with this Agreement. Removal means from the vehicles and from the MBL premises. All signs removed and all related frames, trash and debris shall be cleaned up and disposed of from MBL premises at the expense of the Vendor.

Removal of all expired advertising and restoration of the vehicle surface including damage occurring as a result of advertising installations including the cost associated with the removal/restoration shall be the sole responsibility of the Vendor and performed within thirty (30) days of expiration of the advertisement unless otherwise authorized by MBL.

Vendor shall reimburse MBL for the cost of repairs should removal of ads installed by Vendor cause damage to MBL vehicles or if damage occurs to the frame while replacing signs. The cost of repairs shall include all material and labor. Labor shall be at the current MBL labor rate plus benefits;

All damaged or vandalized advertisements shall be replaced within forty-eight (48) by Vendor at its expense regardless of the cause of damage.

All vehicle numbers, decals and/or route information, or other MBL signage must either remain uncovered or duplicated.

WORK REQUIREMENTS

MBL desires that competent advertising services be secured to operate the revenue producing advertising program on the exterior and interior of MBL buses, as well as possible alternate options. Vendor shall have complete responsibility to do everything necessary, at the contractor's expense, to administer the leasing and operation of the revenue producing advertising program. All advertising places are to be used for revenue purposes only.

The Vendor shall provide advertising services to MBL in accordance with the authorized inventory of buses. These services shall be performed in accordance with the task descriptions listed herein. The work consists of, but is not limited to, these task descriptions.

During the contract life, the Vendor shall have the exclusive commercial advertising rights on the exterior of all the designated MBL buses. These rights are subject to compliance with the requirements for timely monthly payments and all other terms, conditions and restrictions as specified herein.
The Vendor will agree to sell and post ads only on existing advertising space. The Vendor will not install additional advertising space on MBL's existing fleet unless specifically authorized by MBL.

New buses purchased during the term of this Agreement, will be equipped with a minimum of three (3) advertising places.

The Vendor shall maintain all places in good working order during the term of the Agreement.

The Vendor shall maintain, store and install equipment and advertising materials.

The Vendor must remove date sensitive advertisements within one (1) week after expiration. Failure to remove date sensitive advertisements within one (1) week after expiration may result in MBL removing the advertisements and assessing the cost for removal to the Contractor.

The Vendor shall provide to MBL, quarterly, a statement of gross billings, net billings and collections for advertising on MBL buses or other Ad spaces. This statement must include the number and type of displays purchased by each advertiser and the amount billed to and/or collected from each advertiser. Even if there is no revenue for the quarter vendor must provide a statement demonstrating a prospective bidder sheet

The Vendor shall make these records available for inspection or audit by MBL or its authorized agent during regular business hours throughout the term of this Agreement.

Vendor and its employees shall have reasonable access to said equipment as may be necessary for the purpose of this agreement.

A. SAFETY

Vendor must comply with the following Safety Guidelines:

Vendor shall recognize the importance of performing services in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, and the environment. Vendor assumes responsibility for implementing and monitoring all Environment, Health & Safety precautions and programs related to the performance of services.

The Vendor is solely responsible with providing a safe work environment for its employees, agents and subcontractors. Any hazards or unsafe practices the Vendor may identify that it is unable to correct or are outside the Contractor's scope of responsibility must be promptly reported to MBL. MBL reserves the right to require Vendor to discontinue operations at any time if it determines that Contractors actions are creating an unsafe environment or situation.

The Vendor must refrain from creating work hazards for others and for individuals authorized to be within or in proximity to MBL work areas.

Contractors shall not operate MBL machinery without express written consent. Only licensed operators may operate forklifts or other heavy machinery on MBL property, with MBL approval.

MBL is a smoke free environment. This policy applies to all contractors, their employees and subcontractors working on MBL premises.

Contractors must abide by all applicable local, state, and federal rules and regulations pertaining to safe working practices and procedures to protect contractor/subvendor employees as well as MBL staff and visitors.

B. CONTRACT TERM

The contract term shall be for a base period of three (3) years with two (2) one (1) year options, exercisable at MBL's sole discretion. Proposers are required to submit its revenue payment proposal for all five (5) years, or its proposal may be deemed non-responsive.

C. PLACE OF PERFORMANCE

MBL Headquarters- 400 S. Taylor Ave, Montebello CA 90640;
Bus stops located at vary cities.

D. OTHER REQUIREMENTS

Supplier must abide by all MBL security, traffic and parking rules and regulations while working at any MBL property. If MBL issues a parking pass, the supplier must display it on their vehicle as required at all times while on any MBL property and return it when instructed to do so.

MONTEBELLO BUS LINES FLEET

Current fleet of Montebello Bus Lines consists of electric, hybrid, and compressed natural gas:

MBL Fixed Route Fleet						
Year	**Make**	**Model**	**Seats**	**Length**	**Fuel Type**	**Total Owned**
2008	New Flyer / Rebuild	Low Floor	38	41'	Electric Battery	3
2009	New Flyer	Low Floor	38	35'	Hybrid Gas	4
2009	New Flyer	Low Floor	38	40'	Hybrid Gas	15
2010	New Flyer	Low Floor	38	40'	CNG	3
2011	New Flyer	Low Floor	38	40'	CNG	4
2013	New Flyer	Low Floor	38	40'	CNG	8
2016	New Flyer	Low Floor	38	40'	CNG	7
2018	New Flyer	Low Floor	38	40'	CNG	5
2020	New Flyer	Low Floor	38	40'	CNG	1
2021	New Flyer	Low Floor	39	40'	CNG	9
2023	New Flyer	Low Floor	39	40’	CNG	7
Total:						66

The successful vendor will have the opportunity to advertise using king and tail ads, as well as full and partial bus wraps. MBL is open to consider additional ad space availability, for example, ads on wheels and on underside of bike rack, bus stops, and transit hubs. MBL may also consider ad space on the interior of the bus, as approved by the Director of Transportation and or their designee.

For security reasons, three windows on each side of the bus must remain without ad coverage

A. OPTIONS

In addition to the services/quantities outlined in the SOW, options(s) for additional services/quantities under the resulting agreement may be exercised at the discretion of MBL and are defined as follows: MBL is interested in receiving proposals for consideration for the following options:

1. Standard decal advertising
2. Full and partial wraps
3. Exterior and Interior Digital
4. Any other creative proposal

SECTION 5 – QUALIFICATIONS

DESIRED QUALIFICATION

- Provide a brief profile of the firm, including: the types of services offered, the year founded, form of the organization (corporation, partnership, sole proprietorship) number, size and location of offices, and the number of employees.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. Describe any experience in similar projects, particularly in the transit and public sector environments. The Vendor must demonstrate to the satisfaction of MBL that it has sufficient resources, capabilities and experience to meet the business needs as stated in this document. The Vendor will state and identify its involvement with other clients for both past and present projects. The Vendor will state the client's name, and references for similar projects, particularly those conducted for public transit and the public sector in general. Be specific with respect to past and current assignments elaborating on those projects of similar type, magnitude and complexity. The Vendor's involvement and responsibility should be defined for each project.
- Identify any sub-vendors by company name, address, contact person, and telephone number and project function.
- Briefly describe other projects currently in process and how those projects affect the company's current capacity and capacity during this proposed project. Identify any capacity or availability issues for any major sub vendors proposed.

FIRM QUALIFICATIONS

To be considered responsive to the RFP, firms must demonstrate that they meet the following minimum qualifications by providing a thorough response and verifiable evidence of compliance. Non-compliance with these requirements may disqualify your proposal from further consideration.

A. Firm has not defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership or been denied credit within the past three (3) years.
B. Firm has not been assessed any penalties for non-compliance with any federal, state, local, City, or county labor laws and/or regulations within the past five (5) years.
C. Firm is currently not under investigation for any charge or claim for noncompliance with any federal, state, local, city, or county labor laws and/or regulations including, without limitation prevailing wage laws and apprenticeship laws.

D. Firm must have a minimum of five to ten years of experience and demonstrated track record of quality work, knowledge, skills, and abilities in advertising sales and installation for public transit agencies, preferably in an environment of similar size and scope of the MBL.
E. Licensed to do business in the State of California.
F. Certifications (if required)
G. Experience with projects of similar size and scope.
H. Experience with agencies of similar size and scope as MBL.

SECTION 6 – FORM OF CONTRACT (SAMPLE)

PROFESSIONAL SERVICES AGREEMENT FOR BUS ADVERTISING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on ……., 2025, by the CITY OF MONTEBELLO, a municipal corporation (hereinafter referred to as "CITY") and …….. (Hereinafter referred to as "VENDOR"). CITY and VENDOR are sometimes referred to herein individual as a "Party," and jointly as the "Parties."

RECITALS

WHEREAS, CITY desires to retain a qualified professional VENDOR to operate a "turnkey" revenue producing Bus Advertising program for the CITY's key commercial corridors to improve transit access and reduce vehicle emissions; and

WHEREAS, VENDOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, no official or employee of CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, VENDOR responded to CITY's Request for Proposals dated September 25th, 2025 (RFP No. [26-04]), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Vendor Proposal").

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:

a. This Agreement.
b. RFP No. 26-04, attached hereto as **Exhibit "A."**
c. VENDOR'S Proposal to RFP No. 26-04 dated ……., 2025, attached hereto as **Exhibit "B"**.

d. VENDOR'S "Best and Final Offer" to RFP No. 26-04 dated ……., 2025, attached hereto as **Exhibit "C".**
e. 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.

SECTION 2. SERVICES / COMPENSATION.

A. VENDOR shall provide to CITY those services that are set forth fully in the Scope of Services, as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

B. VENDOR shall complete the Scope of Services within the time set forth in the Schedule of Performance, as such is set forth in **Exhibit "B"** hereto and incorporated fully herein by this reference.

B. VENDOR shall be compensated a sum not-to-exceed $…… (the "Maximum Compensation") for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "C"** and incorporated fully herein by this reference ("Compensation"). VENDOR shall provide an itemized billing statement to CITY each month for Professional Services performed. VENDOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of CITY.

C. CITY will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by VENDOR within thirty (30) days of the date of such invoice.

D. Work performed shall be deemed approved and accepted by CITY as and when invoiced unless CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. CITY shall pay undisputed amounts as provided for in the preceding paragraph.

E. Failure of CITY to submit full payment of an invoice within thirty (30) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at VENDOR's discretion.

SECTION 3. TERM.

This Agreement shall commence on ……., 2025 and shall be valid for an initial term **three-year (3-year) term, with the option to extend for an additional two (2), one-year (1-year) terms.**

The Parties agree that Sections 4(B), 9, 10, 11, 13, 16, 17, 18, and 19 shall survive for three (3) years following the expiration or termination of this Agreement.

SECTION 4. PERFORMANCE.

A. VENDOR shall at all times, faithfully, competently, and to the best of its ability, experience

and talent, perform all tasks described herein.

B. VENDOR shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of VENDOR hereunder, in meeting its obligations under this Agreement.

C. VENDOR shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

A. VENDOR shall have the right to retain, subject to CITY's written approval, additional individuals, Vendors, or sub-vendors to assist in the completion of services as herein defined. Compensation for additional individuals, Vendors, or sub-vendors shall be the sole and exclusive responsibility of the VENDOR.

E. VENDOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years unless otherwise provided for in **Exhibit "A."** Upon CITY providing twenty-four (24) hours advanced prior notice, VENDOR shall make all records, invoices, timecards, cost control sheets and other records maintained by VENDOR in connection with this Agreement available during VENDOR's regular working hours to CITY for review and audit by CITY.

F. All reports, documents, or other written material developed by VENDOR in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. Such material shall not be the subject of a copyright application by VENDOR. Any alteration or reuse by the CITY of any such materials on any project other than the Project shall be at CITY's sole risk unless CITY compensates VENDOR for such reuse.

SECTION 5. WORK PRODUCT.

A. VENDOR hereby agrees that all work produced pursuant to this Agreement and provided to CITY during and upon completion of this Agreement, shall be the property of CITY, and ownership of said work product shall be retained by CITY. VENDOR may take and retain copies of such written products as desired.

B. All data, documents, discussion, or other information developed or received by VENDOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by VENDOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to CITY upon the termination or expiration of this Agreement. VENDOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

C. Documents are provided in VENDOR's standard software formats. CITY recognizes that electronic or magnetic data and its transmission can be easily damaged, may not be compatible with CITY's software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic or magnetic data, CITY agrees to defend indemnify and hold VENDOR, its sub-vendors, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall the VENDOR be liable for any loss of use, profit or any other damage.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by VENDOR under this Agreement unless such extra services first shall have been duly authorized in writing by CITY's City Manager ("City Manager").

SECTION 7. CITY SUPERVISION.

The Transportation Director shall have the right of general supervision of all work performed by VENDOR and shall be CITY's agent with respect to obtaining VENDOR'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.

If 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 VENDOR which cannot be corrected within ten (10) days, said contract shall at the option of CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by VENDOR, CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of VENDOR. VENDOR and his sureties shall be liable to 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, VENDOR shall only be entitled to Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

B. Termination for Convenience. CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, after giving written notice to VENDOR at least five (5) business days before the termination is to be effective. Upon the termination of this Agreement as provided herein, CITY shall provide to VENDOR the part of Compensation which would otherwise be payable to VENDOR for services VENDOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by CITY, the Parties agree that VENDOR shall be reimbursed for any "non-refundable" costs that VENDOR has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by VENDOR prior to the date of termination; (2) that VENDOR provides CITY with adequate proof that VENDOR incurred the costs, and is unable to be seek a refund for such costs; and (3) such costs were within the scope of work or services to be performed under this Agreement. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by VENDOR for its performance of services under this Agreement. VENDOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of CITY shall be employed by VENDOR during the Term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of CITY shall be personally liable to VENDOR in the event of any default or breach by CITY, or for any amount which may become due to VENDOR.

SECTION 11. INDEPENDENT VENDOR.

A. VENDOR is and shall, at all times, remain as to CITY a wholly independent vendor. Neither CITY nor any of its elected officials, officers, employees or agents shall have control over the conduct of VENDOR except as expressly set forth in this Agreement. VENDOR shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of CITY. No employee benefits shall be available to VENDOR in connection with the performance of this Agreement. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to VENDOR for performance hereunder for CITY. CITY shall not be liable for compensation to VENDOR, VENDOR's employees or VENDOR's sub-vendors for injury or sickness arising out of performing services hereunder.

B. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

C. CITY shall not deduct from the Compensation paid to VENDOR 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 VENDOR. CITY shall have no responsibility to provide VENDOR, its employees or sub-vendors with workers' compensation insurance or any other insurance.

SECTION 12. PERS ELIGIBILITY INDEMNITY.

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

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, VENDOR and any of its employees, agents, and sub-vendors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

VENDOR 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 VENDOR to comply with this section.

SECTION 14. INDEMNIFICATION.

VENDOR agrees to, and shall defend, indemnify, protect and hold harmless, CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of VENDOR'S negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of CITY.

SECTION 15. INSURANCE COVERAGE.

During the Term of this Agreement, VENDOR shall carry, maintain, and keep in full force and effect all following minimum scope of insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with VENDOR's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

Commercial General Liability (CGL): Broad-form, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed operations, broad form property damage, blanket contractual liability, independent vendors, personal injury or bodily injury, and advertising injury, with limits no less than **Two Million Dollars and Zero Cents** ($2,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit. *(Subject to change)*

Business Automobile Liability Insurance: For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if VENDOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury and property damage. *(Subject to change)*

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 **One Million Dollars and Zero Cents** ($1,000,000.00) per accident for bodily injury or disease. VENDOR agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers for losses arising from work performed by VENDOR for CITY and to require each of its sub-vendors, if any, to do likewise under their workers' compensation insurance policies. *(Subject to change)*

By executing this Agreement, VENDOR further certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work contemplated herein.

Professional Errors and Omissions (E&O) Liability insurance appropriate to the VENDOR's profession, with limit no less than **Two Million Dollars and Zero Cents** ($2,000,000.00) per occurrence or claim, **Two Million Dollars and Zero Cents** ($2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of work set forth herein, VENDOR shall obtain and maintain said E&O liability insurance during the Term of this Agreement and for five (5) years after completion of work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, VENDOR shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work. *(Subject to change)*

If VENDOR maintains higher limits than the minimums shown above, CITY requires and shall be entitled to coverage for the higher limits maintained by VENDOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CITY.

VENDOR shall require each of its sub-vendors, if any, to maintain insurance coverage that meets all requirements of this Agreement.

The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California, with a current rating of at least A: VII in the latest edition of Best's Insurance Guide and approved by CITY.

Each insurance policy required herein shall state that coverage shall not be canceled, except after providing CITY thirty (30) days' (or ten [10] calendar days for non-payment) prior written notice. VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect CITY may either: (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at VENDOR'S expense, the premium thereon.

At all times during the Term of this Agreement, VENDOR shall maintain on file with CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming CITY, its officers, agents, employees and volunteers as an additional insured. VENDOR shall, prior to commencement of work under this Agreement, file with CITY's Risk Manager such certificate(s).

VENDOR 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 CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers as additional insureds. All policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY. VENDOR 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.

Except for professional liability and workers' compensation policies, the policies herein are primary and non-contributing with any insurance that may be carried by CITY. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or volunteers, shall be in excess of VENDOR's insurance

and shall not contribute with it.

All insurance coverage provided pursuant to this Agreement shall not prohibit VENDOR and VENDOR's employees, agents or sub-vendors, from waiving the right of subrogation prior to a loss. VENDOR hereby waives all rights of subrogation against CITY. VENDOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether CITY has received a waiver if subrogation endorsement from the insurer.

Coverage not affected. Any failure to comply with the reporting provisions of the policies contemplated herein, shall not affect coverage provided to CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers.

Coverage applies separately. VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, VENDOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or VENDOR shall procure a bond guaranteeing payment of losses and expenses.

Procurement of insurance by VENDOR shall not be construed as a limitation of VENDOR's liability or as fall performance of VENDOR's duties to indemnify, hold harmless and defend under Section 9 of this Agreement.

CITY, its officers and employees shall not be responsible for any claims in law or in equity occasioned by the failure of VENDOR to comply with this section.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

VENDOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-vendor, 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 VENDOR and shall not bind or purport to bind CITY and shall not release VENDOR 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-vendors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to VENDOR 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 Article shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

A. It has received independent legal advice from its attorneys with respect to the advisability of entering 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 represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

G. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second 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:

CITY MANAGER
City of Montebello
1600 West Beverly Boulevard
Montebello, California 90640

VENDOR
_____
_____
_____
_____

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, VENDOR shall not discriminate against any employee, sub-vendor, 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. VENDOR will take affirmative action to ensure that sub-vendor 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.

VENDOR and its officers, employees, associates and sub-vendors, if any, shall comply with all California conflict of interest statutes applicable to Vendor's Services under this Agreement, including, but not limited to, the Political Reform Act (Gov. Code, § 81000 et seq.) and Government Code Section 1090. VENDOR further 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 VENDOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. VENDOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, VENDOR shall avoid the appearance of having any interest that would conflict in any

manner with the performance of its services pursuant to this Agreement.

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between CITY and VENDOR. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

CITY OF MONTEBELLO	**VENDOR**
_____	_____
Raul Alvarez City Manager	Name and Title
Dated: _____	Dated: _____

ATTEST:

_____
Christopher Jimenez
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman
City Attorney

SECTION 7 - FORMS AND CERTIFICATIONS

LETTER OF TRANSMITTAL

CITY OF MONTEBELLO

Transportation Department

SUBJECT: REQUEST FOR PROPOSAL NO. 26-04

BUS ADVERTISING SERVICES

In response to the subject Request for Proposal ("RFP") and in accordance with the accompanying Instructions to proposers, the proposer hereby commits to the City of Montebello to perform the work in accordance with the provisions in the proposal Level Contract Documents and any addenda thereto and at the prices stated in the Revenue Price Sheet, which will be included and made a part of any subsequent agreement.

The proposer agrees that the proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days from the Proposal opening or until the Contract for the work is fully executed between the City and a third party, whichever is earlier.

If awarded a contract, the Proposer agrees to execute an agreement and deliver it to the City of Montebello within seven (7) calendar days after receiving a Letter of Award together with the necessary certificates of insurance and any applicable performance or payment bonds. The Vendor shall only proceed with the work upon receipt of a Notice to Proceed.

The proposer certifies that it has:

1. Examined and is fully familiar with all the provisions of the RFP Documents and any addenda thereto:
2. Satisfied itself as to the requirements of the Contract, the nature and location of the work, the general and local conditions to be encountered in performance of the work, and all other matters that can in any way affect the Work and/or the cost thereof.
3. Examined the experience, skill and certification requirements in Scope of Services and that the entities performing the work can fulfill the specified requirements; and
4. Carefully reviewed the accuracy of all statements and figures shown in the Proposal and attachment hereto.

Therefore, the undersigned hereby agrees that the City of Montebello will not be responsible for any errors or omissions in the Proposal.

The proposer further certifies that:

1. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms and that,
2. The Proposal has been prepared without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Proposal Documents:

Addenda No(s)

Dated _____ Dated _____

Dated _____ Dated _____

Dated _____ Dated _____

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Proposal /offer.

Proposer's Name

Business Address

_____

Contact Person

Email Address

Phone _____

Fax _____

Signature of Authorized Official

Signature of Authorized Official

Typed or Printed Name

_____

Typed or Printed Name

_____

Title

_____

Title

_____

Date

Date

_____ _____

(Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.)

_____ _____

For proposals requiring licenses the following information is required:

Vendor's License No. _____

Expiration Date: _____

License Classification: _____

EXHIBIT A

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF SUBROGATION AND CONTRIBUTION

Contract/Agreement/License/Permit No. or description: RFP No.26-04, BUS ADVERTISING SERVICES

Indemnitor(s): _____

(List all names)

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, indemnify, and hold harmless the City of Montebello and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any wrongful or negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, sub vendors, material men, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced: RFP No. 26-04 **BUS ADVERTISING SERVICES** (the "Waiver") or the performance or failure to perform any term, provision, covenant, or condition of the Waiver, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Waiver and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Waiver or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Waiver.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Waiver as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name: _____ *(Print)*	Name: _____ *(Print)*
By: _____ *(Signature)*	By: _____ *(Signature)*
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT B

REFERENCES

List at Least Three (3) Professional References:

1	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

2	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

3	**Project City/Agency/Other:**		
	Person of Contact:		
	Phone Number:		
	E-mail Address:		
	Address:		
	City, State, Zip Code:		
	Description of Contract *(Please include contract value, award date, term of contract, and description of work)*:	**Contract Value:**	**$**
		Award Date:	
		Term of Contract:	
		Description of Work:	

EXHIBIT C

INSURANCE

The Proposal shall include a statement that the insurance requirements set forth in the contract documents can be obtained and will be carried without reservation or exclusion should Proposer be awarded a contract pursuant to this RFP.

The successful Proposer shall at all times during the term of the awarded Agreement, carry, maintain, and keep in force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent A.M. Best's Insurance Rating Guide, and approved by the CITY, a policy or policies of:

A. Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 O1 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and the general aggregate limit shall be twice the required occurrence limit. *(Subject to change)*

B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 O1 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Vendor or Vendor's employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person. *(Subject to change)*

C. Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses. *(Subject to change)*

D. Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Vendor and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than $2,000,000 per claim and in the aggregate. The policy must "pay on behalf of' the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy, or policies, as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liability arising out of successful Proposer's work under this Agreement. *(Subject to change)*

E. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to

the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. Vendor agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

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

EXHIBIT D

RFP No. 26-04
BUS ADVERTISING SERVICES

COST PROPOSAL SHEET

In accordance with the Request for Proposal issued by the City of Montebello Transportation Department (hereinafter referred to as "Vendor/Proposer), the undersigned proposing company hereby agrees to furnish all necessary labor, materials and incidentals required for the above stated contract as set forth in the Scope of Work and any addenda thereto, and to perform all work in the manner and time prescribed therein. Please provide a description of a products proven equal as well as additional costs/fees below.

Quantity	Description of Work	Cost of Needs
Lump sum	BUS ADVERTISING SERVICES	$
		$
		$
		$
		$
		$
		$
	TOTAL	$

List other costs/fees: :

Description	Cost/Fees

Contact Information:

Name & Job Title:	
Business Name:	
Address:	
City, State, Zip Code:	
Phone Number:	
E-mail Address:	
Authorized Signature:	**Date:**

EXHIBIT E

Bidder's List of Sub-vendors (DBE and Non-DBE)

Part I

The bidder shall list all sub-vendors (both DBE and non-DBE) in accordance with Section 2-1.054 the Standard Specification and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Sub-vendors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

Part II

The bidder shall list all sub-vendors who provided a quote or bid but were not selected to participate as a sub-vendor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	**Phone/ Fax**	**Annual Gross Receipts**	**Description of Portion of Work to be Performed**	**Local Agency Use Only (Certified DBE?)**
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)
Name	*Phone*	☐ < $1 million		☐YES
		☐ < $5 million		☐NO
Address		☐ < $10 million		*If YES list DBE #:*
	Fax	☐ < $15 million		
City State ZIP		☐ > $15 million		Age of Firm (Yrs.)

EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The _____ certifies to the best of it's
(Firm Name/ Principle)

knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause of default.

If unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT_____ CERTIFIES

(Firm Name/Principal)

OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____
Signature and Title of Authorized Official

The undersigned chief legal counsel for the _____ hereby certifies that the _____ has authority under State and Local law to comply with the subject assurances that the certification above has been legally made.

_____
Signature of Attorney Date

EXHIBIT G

PERFORMANCE GUARANTEE CERTIFICATION

The undersigned hereby certifies that the Vendor shall provide a Performance Guarantee in accordance with Specifications.

Designate below which form of Performance Guarantee shall be provided:

_____ Performance Bond

_____ Irrevocable Stand-By-Letter of Credit

Vendor's Name: _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____

(Insert full name and address and legal title of Vendor) as Principal, hereinafter called Vendor, and,

_____

(Insert full name and address or legal title of Surety)

as Surety, hereinafter called Authority, in the amount of $_____ for the payment whereof Vendor and Surety bind themselves, their heirs, executers, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Vendor has by written agreement dated _____, 20____, entered into a contract with the City for Contract No._____, which contract is by reference made a part hereof, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Vendor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Vendor shall be, and is declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with it terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Authority, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the City to Vendor under the Contract and any amendments thereto, less the amount properly paid by the City to Vendor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the RECIPIENT or the heirs, executors, administrators or successors of the City.

Signed and sealed this _____ day of 20____.

WITNESS PRINCIPLE

_____ (SEAL)

_____ (TITLE)

WITNESS SURETY

_____ (SEAL)

_____ (TITLE)

Attach hereto proof of authority of officers or agents to sign bond.

EXHIBIT I

IRREVOCABLE STANDBY LETTER OF CREDIT CERTIFICATE

The undersigned states that he/she is of the _____ of the
(Title)

_____ (The "Beneficiary") and hereby
(Name of Beneficiary)

Certifies on behalf of the Beneficiary to _____ (the "Bank), with
(Name of Issuing Bank)

Reference to Irrevocable Standby Letter of Credit No. _____ Issued by the

Bank (the "Letter of Credit"), that:

1. The undersigned is duly authorized to execute and deliver this certificate on behalf of the Beneficiary.

2. The Beneficiary is making a drawing under the Letter of Credit.

3. An Event of Default has occurred under Contract No.

4. The amount of the draft presented with this certificate does not exceed the total maximum amount drawable today under the Letter of Credit as provided therein.

IN WITNESS WHEREOF, this certificate is executed this _____ day of_____, 20____.

NAME OF BENEFICIARY

By: _____

Its: _____

EXHIBIT J

BANK DRAFT

FOR VALUE RECEIVED

Pay on the presentment to _____ the sum of _____
(Name of Beneficiary) Dollars ($)

Charge to the Account of _____ Irrevocable Standby Letter of
(Name of Issuing Bank)

Credit No. _____ Dated: _____

To _____
(Name of Issuing Bank)

NAME OF BENEFICIARY

By _____

Its _____

EXHIBIT K

Certification of Drug-Free Workplace

I,_____, hereby certify on behalf of

(Name of authorized official)

_____that:

(Name of company)

The VENDOR named above, and all Sub-Vendors working on this contract, will comply with Government Code Section 8355 in matters relating to providing a drug-free workplace. The VENDOR and all Sub-Vendors will, therefore:

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance are prohibited, and that specified actions will be taken against employees for violation of these prohibitions, as required by Government Code Section 8355(a).

Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

1. The dangers of drug abuse in the workplace.
2. The firm's policy of maintaining a drug-free workplace.
3. Any available counseling, rehabilitation, and employee assistance programs and,
4. **Penalties that may be imposed upon employees for drug abuse violations, including that no employee who tests positive for use of a controlled substance shall be permitted to work on this contract.**

Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract:

1. Will receive a copy of the firm's drug-free policy statement, and:
2. Will agree to abide by the terms of the firm's statement as a condition of employment on the contract.

Certification

I, _____, hereby certify that the above named company, which I am duly authorized to represent, will comply with the Drug-Free Workplace requirements of this contract. I understand that this certification is made under penalty of perjury, under the laws of the State of California.

Executed this_____ day of_____, 20_____

By_____

(Signature of Authorize Official)

_____

(Title of Authorized Official)

Bidder_____

EXHIBIT L

Certificate of Compliance with 49 CFR Part 655

Prevention Of Alcohol Misuse and Prohibited Drug Use in Transit Operations

Bider hereby certifies that

A. Anti-drug Use and Alcohol Misuse Program

(Choose one Alternative with an X in the box)

☐1. Bidder/Proposer has established and implemented an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655.

Or

☐2. Bidder/Proposer will establish and implement an anti-drug use and alcohol misuse program meeting the requirements on 49 CFR 655 prior to contract award.

B. Drug and Alcohol Testing Program

(Choose on alternative with an X in the box)

☐1. To the best of my knowledge and belief the Work required under the Contract will not require the performance of Safety Sensitive Functions as defined in 49 CFR Part 655.

Or

☐2. To the best of my knowledge and belief the Work required under the Contract will require the performance of Safety Sensitive Functions as defined in 49 CFR Part 655.

(If Alternative 2 was chosen, select one of the following alternatives with an X in the box)

☐a. Bidder/Proposer has established and implemented a drug and alcohol testing program that complies with 49 CFR Part 655.

☐b. Bidder Proposer will establish and implement a drug and alcohol testing program that will comply with 49 CFR Part 655 prior to contract award.

C. Certification

Bidder will submit its Anti-drug Use and Alcohol Misuse Program, and, if B.2 was marked above, its Drug and Alcohol Testing Program, to City of Montebello- Department of Transportation for review and approval prior to contract award.

Bidder/Proposer: _____

Authorized Representative:_____

Signature of Authorized

Representative:_____

Title:_____Date:_____

EXHIBIT M
Revenue Price Proposal

CITY OF MONTEBELLO

ADVERTISING PROGRAM SERVICES
REVENUE PRICE PROPOSAL

COMPANY NAME:	**DATE:**
CONTACT PERSON:	**TITLE:**
ADDRESS:	
EMAIL:	**PHONE:**

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY **(% of net)**	Monthly Net Amount Retained by Proposer	Notes
Exterior Advertising						
Interior Advertising						
Other:						
Year 1 Monthly Total						

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY **(% of net)**	Monthly Net Amount Retained by Proposer	Notes
Exterior Advertising						
Interior Advertising						
Other:						
Year 2 Monthly Total						

	Monthly Estimated Gross Income	Monthly Estimated Expenses	Monthly Estimated Net	Monthly Amount to CITY **(% of net)**	Monthly Net Amount Retained by Proposer	Notes
Exterior Advertising						
Interior Advertising						
Other:						
Year 3 Monthly Total						

Please attach:
Anticipated Rate Cards
Assumed Occupancy Rate
List of items that comprise estimated expenses
Other relevant information

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ATTACHMENT C

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. 4495 WITH 1921 MARKETING SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **April 22, 2026** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and **1921 Marketing** (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 Turkey Bus Advertising Services in the CITY; and

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

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

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. Proposal referenced and received by the successful proposer.
3. All other documents, including but not limited to all applicable bonds, insurance certificates, 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. All terms, conditions, requirements, and provisions of the Request for Proposals to provide **Turnkey Bus Advertising Services** in the City of Montebello **September 25, 2025** ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials

and incidental necessary to provide **Turnkey Bus Advertising Services** as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no 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 One (1) year from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

b. All data, documents, discussion, or other information developed or received by the CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by the CONSULTANT without prior written consent by the CITY. The CITY shall grant such consent if disclosure is legally required. All such written products shall be returned to the CITY upon the termination or expiration of this Agreement. The CONSULTANT agrees that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to

the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for 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.
(NOT APPLICABLE SEE EXHIBIT B)

- **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.
(NOT APPLICABLE SEE EXHIBIT B)

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it

does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: TJacobs-Strange@montebelloca.gov

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:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it

has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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@montebelloca.go

With a copy to:
City of Montebello – Department of Transportation
Attn: John Soria, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558-1625 ext. 1315
Email: JSoria@montebelloca.gov

If to Consultant:
1921 Marketing Services
Attn: Eduardo Gomez
Address
City, CA #####
(818) 321-4922
hrock1112@gmail.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status,

national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

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	**1921 MARKETING SERVICES**
Raul Alvarez, City Manager	Eduardo Gomez, Sole Owner & Principal

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation

EXHIBIT “A”

Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

ITEM # 17

CITY OF MONTEBELLO
CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Raul Alvarez, City Manager

BY: John Soria, Director of Transportation

SUBJECT: **APPROVE AMENDMENT NO. 2 TO AGREEMENT NO. 4131 WITH A & FLEET PAINTING, INC., FOR DESIGN, REMOVAL AND INSTALLATION OF DECALS SERVICES**

DATE: April 22, 2026

RECOMMENDATIONS:

It is recommended that the City Council:

1. Approve Amendment No. 2 to Agreement No. 4131 with A & A Fleet Painting Inc. (A & A Fleet), for a one-year (1-year) term, for design, removal and installation services on Montebello Bus Lines (MBL) fleet of transit buses, and increase the total not-to-exceed amount by an additional $430,500; and
2. Authorize the City Manager and/or his designee to approve change orders for up to fifteen percent (15%) or $64,575, of the amended agreement amount; and
3. Authorize the City Manager and/or his designee to execute Amendment No. 2 on behalf of the City of Montebello (City); and
4. Amend the Fiscal Year 2025-26 adopted operating budget to increase appropriations by $495,075 in Account No. 600-90-910-6040.10 (Transit Fund, Transit, Operations, Contract Services, Outside Contracts); and
5. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Amendment No. 2 (Attachment A) to Agreement No. 4131 (Attachment B) with A & A Fleet is proposed in the amount of $430,500, with an additional contingency of $64,575 to cover any unforeseen or additional work, for a total not-to-exceed amount of $494,575. Funding for this amendment will be provided by amending the Transportation Department's FY 2025–26 adopted operating budget, and increasing appropriations by $494,575 in Account No. 600-90-910-6040.10 (Transit Fund – Transit - Operations - Contract Services – Outside Contracts).

Table 1 details each amendment as follows:

Table 1: A & A Fleet Painting, Inc

Agreement	Amount	Term of Agreement
Agreement No. 4131	Year 1 – 2, $894,950 Continency Amount $35,000	September 27, 2023 – March 26, 2025
Amendment No. 1	Year 3, No additional Amount	March 26, 2025 – March 26, 2026
Amendment No. 2	Year 4, $430,500 Contingency Amount $64,575	March 27, 2026 – March 26, 2027

BACKGROUND/DISCUSSION:

On September 27, 2023, the City entered into Agreement No. 4131 (Attachment B) with A & A Fleet to provide bus graphics decal replacement services for the City's transit bus fleet. Under this agreement, A & A Fleet is responsible for furnishing all labor, tools, materials, and equipment necessary to remove existing decals, prepare bus surfaces, and install the City's approved graphics on each bus. These services ensured a consistent and uniform appearance across MBL's fleet.

The original term of the Agreement was for eighteen (18) months, with a term ending date of March 26, 2025. Due to unforeseen delays encountered during the decal removal and installation process, the work could not be completed within the original timeframe. Amendment No. 1 extended the term of the Agreement for an additional one (1) year, through March 26, 2026, at no additional cost to the City. Amendment No. 2 proposes utilizing the remaining contingency from the original agreement and increasing the not-to-exceed amount to support expanded services.

In anticipation of MBL's 95th Anniversary celebration, staff are proposing expanded bus wrap services to enhance the visibility and presentation of the City's transit fleet during this milestone year. The proposed scope includes the removal and replacement of full vinyl wraps on two 40-foot buses and one shuttle featuring the official "95th Anniversary" design. In addition, the agreement amendment includes themed wraps for various specialty events—such as "Ashiya," "Hydrogen," "Halloween," and "Christmas"—across multiple 40-foot buses and shuttle vehicles. These enhancements are intended to modernize the fleet's appearance while supporting commemorative and seasonal branding efforts throughout the year. Therefore, staff recommend that the City Council approve Amendment No. 2 to extend services for an additional 1-year term and authorize increasing the total not-to-exceed amount by an additional $494,575.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council consider approving Amendment No. 2 (Attachment A) to Agreement No. 4131 (Attachment B) with A & A Fleet, for an additional 1-year term, for a total not-to-exceed amount of $430,500; authorize the City Manager to approve change orders for up to 15%, or $64,575 of the amended agreement amount; authorize the City Manager and/or his designee to execute Amendment No. 2 on the City's behalf; amend the FY 2025-26 budget to increase appropriations by $495,075 in Account No. 600-90-910-6040.10 (Transit Fund – Transit - Operations - Contract Services – Outside Contracts); and take such additional, related action that may be desirable.

ATTACHMENT(S)

1. Attachment A – Amendment No. 2 to Agreement No. 4131
2. Attachment B – Agreement No. 4131 with A & A Fleet

CITY OF MONTEBELLO
AMENDMENT NO. 2
TO AGREEMENT NO. 4131
WITH A AND A FLEET PAINTING, INC.

This Amendment No. 2 to Agreement No. 4131 ("Amendment No. 1") is made and entered into as of the 23rd day of April 2026 ("Effective Date"), by and between the City of Montebello, a California municipal corporation duly organized and existing under the law of the State of California ("City"), and A and A Fleet Painting, Inc., an out of state corporation registered to do business in California, ("Contractor"). City and Contractor are sometimes hereinafter referred to collectively as the "Parties".

RECITALS

WHEREAS, City and **Contractor** are Parties to that certain Contract Agreement No. 4131 to provide bus graphics decal replacement services for the City's transit bus fleet, while also furnishing all labor, tools, materials, and equipment necessary to remove existing decals, prepare bus surfaces, and install the City's approved graphics on each bus, including associated costs with an "Effective Date" of September 27, 2023 ("Agreement"), pursuant to which City contracted with Contractor to provide services as defined in the Agreement; and

WHEREAS, on March 26, 2025, the City Council approved Amendment No. 1 to Agreement No. 4131 to extend the agreement term by one (1) year, from March 26, 2025, to March 26, 2026, to allow the Contractor additional time to complete work related to decal removal and installation services; and

WHEREAS, Section 3 ("Term"); the Parties each being mutually satisfied with the other's performance thereof, hereby desire to extend the term of the Agreement to, and including, March 26, 2027, as authorized by Section 3 of the Agreement; and

WHEREAS, Section 25 ("Entire Agreement") of the Agreement allows for amendments to the Agreement by a writing executed by the Parties; and

NOW, THEREFORE, based upon the foregoing recitals, which the Parties agree are true and correct, and for good and adequate consideration the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

AMENDMENT

SECTION 1. RECITALS. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference.

SECTION 2. EXTENSION OF TERM. Through this Amendment No. 2, the Parties hereto agree to extend the term of the Agreement from March 27, 2026, to March 26, 2027, as authorized under Section 3 of the Agreement.

SECTION 3. AMENDMENT TO COMPENSATION. Through this **Amendment No. 2**, the Parties hereto agree to amend the compensation for the purpose of incorporating additional services/equipment associated with the extension of term as follows:

> **"***The agreed-upon compensation for the increased cost of the contract services contemplated in the Agreement and Extension of term memorialized in* ***Amendment No. 2*** *shall not exceed One million three hundred twenty-five thousand four hundred fifty Dollars ($1,325,450). Such sum shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials, and cost arising from the increase of the deliverables originally contemplated in the Agreement. City shall pay Contractor upon thirty (30) days of receipt of invoice and full acceptance of product and services by the City. Said compensation outlined above, shall cover all authorized expenses arising out of the nature of the Extension of term."*

SECTION 4. INCORPORATION OF REMAINING TERMS. Other than as expressly modified in this Amendment No. 2 with respect to the term of the Agreement, all remaining terms, conditions, and provisions of the Agreement, and the entirety thereof, shall remain in full force and effect, and is incorporated fully herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to Agreement No. 4131 to provide bus graphics decal replacement services for the City's transit bus fleet, while also furnishing all labor, tools, materials, and equipment necessary to remove existing decals, prepare bus surfaces, and install the City's approved graphics on each bus, including associated costs as of the day and year first above written.

[SIGNATURE PAGE TO FOLLOW]

("CITY")

CITY OF MONTEBELLO, a California municipal corporation

By: _____
Raul Alvarez, City Manager

("CONTRACTOR")

A and A Fleet Painting, Inc

By: _____
Abel Bautista, President

ATTEST:

By: _____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

By: _____
Arnold M. Alvarez-Glasman,
City Attorney

Exhibit “A”

CITY OF MONTEBELLO
PROFESSIONAL SERVICES AGREEMENT NO. 4131
WITH A and A FLEET PAINTING, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on **September 27, 2023** ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and A and A Fleet Painting, 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 remove and install new decals/logos, bus numbers, and California numbers, for fifty (50) active Hybrid and CNG New Flyer low-floors buses for the City's Transportation Department; 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; and

WHEREAS, the CONTRACTOR represents the degree of specialized expertise contemplated within California Government Code, Section 37103, and is qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees; and

WHEREAS, no official or employee of the CITY has a financial interest, within the provisions of Sections 1090 – 1092 of the California Government Code, in the subject matter of this Agreement; and

WHEREAS, CONTRACTOR responded to CITY's Request for Proposal dated June 15, 2023 ("RFP No. 23-11"), as such is set forth fully in **Exhibit "A"** hereto and incorporated fully herein by this reference (hereinafter "Contractor Proposal").

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:

a. This Agreement comprised of Sections 1 through 25.
b. RFP No. 23-11, attached hereto as **Exhibit "A."**
c. CONTRACTOR'S Proposal to RFP No. 23-11 dated August 9, 2023, attached hereto as **Exhibit "B".**
d. CONTRACTOR'S "Best and Final Offer" to RFP No. 23-11 dated August 31, 2023, attached hereto as **Exhibit "C".**

e. 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.

SECTION 2. SERVICES / COMPENSATION.

A. The CONTRACTOR shall provide to the CITY those services that are set forth fully in RFP No. 23-11 and Contractor's Proposal, attached hereto as **Exhibit "A and B"** and incorporated fully herein by this reference (hereinafter "Professional Services").

B. The CONTRACTOR shall complete the Scope of Services in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties.

C. CONTRACTOR shall be compensated at a sum not-to-exceed **Eight Hundred Ninety-Four Thousand, Nine Hundred and Fifty Dollars ($894,950)** (the "Maximum Compensation") for the performance of the Scope of Services as set forth in **Exhibit "C"**. CONTRACTOR shall provide an itemized billing statement to CITY for the Scope of Services performed. The CONTRACTOR shall not incur fees or costs which exceed the Maximum Compensation without the prior written consent of the CITY.

D. The CITY will be invoiced upon completion of the Scope of Services set forth herein. Payment in full of an invoice must be received by the CONTRACTOR within thirty (30) days of the date of such invoice.

E. Work performed shall be deemed approved and accepted by the CITY as and when invoiced unless the CITY objects within fifteen (15) days of invoice date by written notice specifically stating the details in which the CITY believes such work is incomplete or defective, and the invoice amount(s) in dispute. The CITY shall pay undisputed amounts as provided for in the preceding paragraph.

F. Contingency Funding. CONTRACTOR acknowledges and understands that CITY has reserved contingency funds to be awarded to CONTRACTOR in addition to the Compensation defined above if and only if all of the following conditions are met:

1) Upon inspection of CITY's Transit buses, CONTRACTOR, using its best and experienced judgment determines that CITY requires additional parts, body panels, doors, supplies, and fixtures not included in Exhibit **"A and B"**; and

2) CONTRACTOR submits in writing to CITY work specifications and projected costs associated with extra parts, body panels, doors, supplies, and fixtures; and

3) CITY has an opportunity to review, comment, and request revisions and/or recommendations to such parts, supplies, and fixtures; and

4) CITY approves the purchase of such parts, supplies, and fixtures and both Parties execute a binding "First Amendment" to this Agreement for the purpose of awarding CONTRACTOR additional funding from CITY's approved Continency Amount in an additional amount of up to, and including, Thirty-Five Thousand Dollars ($35,000); and

5) CONTRACTOR receives a written Notice to Proceed from CITY specifically for the requested parts, supplies, and fixtures.

SECTION 3. TERM.

This Agreement shall commence on **September 27, 2023**, and shall terminate upon completion of the Scope of Services set forth herein; provided such shall be on or before **March 26, 2025** ("Date of Completion"), unless such deadline is extended in writing by a further agreement between the Parties or the Agreement is terminated sooner as provided in Section 8 herein.

SECTION 4. 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 5. WORK PRODUCT.

a. The CONTRACTOR hereby agrees that all non-proprietary 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 6. 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 7. CITY SUPERVISION.

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.

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 CONTRACTOR which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONTRACTOR, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONTRACTOR. The CONTRACTOR and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONTRACTOR shall only be entitled to the Compensation for those Professional Services 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 (10) 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 be 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 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONTRACTOR 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 CONTRACTOR in the event of any default or breach by the CITY, or for any amount which may become due to the CONTRACTOR.

SECTION 11. 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 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONTRACTOR is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONTRACTOR 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 CONTRACTOR. If this Agreement remains in place, the CONTRACTOR 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 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 CalPERS to be eligible for enrollment in CalPERS 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 CalPERS 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.

c. 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, 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 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 14. 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 to the extent caused by the CONTRACTOR's negligent or wrongful act, or omission under the terms of this Agreement.

SECTION 15. INSURANCE COVERAGE.

a. 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 **One Million Dollars and Zero Cents** ($1,000,000), combined single limits, per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Business Automobile Liability Insurance:** If applicable, Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if the 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, $2,000,000 aggregate. Such coverage may be combined with the Commercial General Liability limits.

b. The CONTACTOR shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

c. 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.

d. 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.

e. **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 upon renewal of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: gskibar@cityofmontebell.com

f. 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 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).

h. 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.

i. The CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers shall be included as additional insureds, to the extent of CONTRACTOR'S indemnification obligations under this Agreement and up to the required insurance coverage amount, on the CONTRACTOR's general liability and automobile policies of insurance

j. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement including the CITY, its officers, employees, agents and volunteers as additional insureds where required by written contract. Coverage may be provided by a blanket endorsement that covers additional insureds where required by written contract. 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.

k. 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.

l. 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.

m. Any deductibles or self-insured retentions must be declared to and approved by the CITY. Approval of self-insured retentions and deductibles shall not be

unreasonably withheld upon CONTRACTOR's demonstration of financial capacity to carry said deductibles and self-insured retentions. At the option of the CITY, the CONTRACTOR shall procure a financial guarantee of CONTRACTOR's parent company guaranteeing payment of losses and related claims investigation, administration and defense expenses that fall within the policy self-insured retentions and deductibles.

n. Procurement of insurance by the CONTRACTOR shall not be construed as a limitation of the CONTRACTOR'S liability or as full performance of CONTRACTOR's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. 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 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered 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: Arlene Salazar, Acting City Manager
1600 West Beverly Boulevard
Montebello, CA 90640
(323) 887-1200

With a copy to:
City of Montebello – Montebello Bus Lines
Attn: Adrianna Kendricks, Director of Transportation
400 South Taylor Avenue
Montebello, CA 90640
(323) 558 -1625 x 201
akendricks@cityofmontebello.com

If to Contractor:
A and A Fleet Painting, Inc.
Attn: Abel Bautista, President
13565 12th Street
Chino, CA 91710
(562) 254-0721
aafleetpaintigninc@yahoo.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 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.

SECTION 24. CONFLICT OF INTEREST.

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

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

SECTION 25. 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]

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

("CITY")

CITY OF MONTEBELLO, a California municipal corporation

Arlene Salazar, Acting City Manager

Date: 10/11/23

("CONTRACTOR")

A and A FLEET PAINTING, INC., a California corporation

Abel Bautista, President

Date: 10/11/23

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS

- Exhibit A – RFP No. 23-11
- Exhibit B – Contractor's Proposal to RFP No. 23-11 dated August 9, 2023
- Exhibit C – Contractor's "Best and Final Offer" to RFP No. 23-11 dated August 31, 2023

Exhibit "A"

RFP No. 23-11

Exhibit "B"

CONTRACTOR'S PROPOSAL TO

RFP NO. 23-11 DATED AUGUST 9, 2023

Exhibit "C"

CONTRACTOR'S "BEST AND FINAL OFFER" TO

RFP NO. 23-11 DATED AUGUST 31, 2023

ITEM # 18

APPROVAL OF MINUTES: APRIL 8, 2026, CITY COUNCIL MEETING

CITY OF MONTEBELLO
REGULAR MEETING

MINUTES

WEDNESDAY, APRIL 8, 2026 AT 6:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

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OPENING CEREMONIES

CALL TO ORDER - 6:00 P.M.

Mayor Tamayo called the meeting to order at 6:00 p.m.

ROLL CALL

Members present were Mayor Tamayo, Mayor Pro Tem Romero, Councilmember Peralta, Councilmember Alonzo, and Councilmember Melendez. City Clerk Jimenez and City Treasurer Matanga were also present.

City Attorney Arnold Alvarez-Glasman, City Manager Raul Alvarez, Assistant City Manager Angelica Palmeros, Management Analyst Samantha Nevarez, and Department Directors Kimberly Guillen, Michael Solorza, Joseph Palombi, Ramon Figueroa, John Soria, David Sosnowski, Cesar Roldan, Fire Chief Pelaez, and Police Chief Lopez were present.

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Attorney Alvarez-Glasman announced the Closed Session Items.

PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

None.

CLOSED SESSION

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

Mayor Tamayo recessed the meeting into Closed Session at 6:01 p.m. to consider the following Closed Session items:

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(2)
   Significant exposure in two cases

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Maria Concepcion Sanchez v. City of Montebello, et al.
Case No.: 24STCV22807

REGULAR SESSION - 7:00 P.M.

CLOSED SESSION REPORT

Mayor Tamayo reconvened the meeting at 7:08 p.m.

All five members were present to discuss all Closed Session items. City Attorney Arnold Alvarez-Glasman provided the following report to City Council: Item No. 1, a briefing was provided to City Council, no action was taken, and nothing to further to report; Item No. 2, a briefing was provided to City Council, direction was provided to the City Attorney's Office, no action was taken, and nothing further to report.

INVOCATION

Led by City Treasurer Matanga.

PLEDGE OF ALLEGIANCE

Led by Kadence Fierro.

CORRECTIONS TO THE AGENDA - CITY MANAGER

None.

CEREMONIAL ITEMS/PRESENTATIONS

3. PROCLAMATION FOR NATIONAL CHILD ABUSE PREVENTION MONTH
Led by Mayor Tamayo.

4. PROCLAMATION FOR AUTISM AWARENESS MONTH
Led by Mayor Tamayo.

5. PROCLAMATION FOR ARMENIAN HISTORY MONTH
Led by Mayor Tamayo.

6. PROCLAMATION FOR NATIONAL DONATE LIFE MONTH
Led by Mayor Tamayo.

7. PROCLAMATION FOR INVINCIBLE DAY
Led by Mayor Tamayo.

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.

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The City Clerk's Office acknowledged twelve (12) 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 - 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.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, that Item No's. 8-16, be approved; the motion passed unanimously.

8. PROCLAMATION FOR NATIONAL VOLUNTEER MONTH

RECOMMENDATION: It is recommended that the City Council:

1. Approve a Proclamation declaring April as National Volunteer Month.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

9. APPROVAL OF RESOLUTION NOS. 26-24 AND 26-25 APPROVING THE CANCELLATION OF REGULARLY SCHEDULED CITY COUNCIL MEETINGS AND HOLIDAY CLOSURES OF CITY HALL AND RELATED ADMINISTRATIVE FACILITIES

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-24, approving the cancellation of regularly scheduled City Council meetings on July 8, 2026; July 22, 2026; November 11, 2026; November 25, 2026; and December 23, 2026; and
2. Adopt Resolution No. 26-25, approving the closure of City Hall and the Recreation and Community Services on Wednesday, November 25, at 1:00 p.m.; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

10. ADOPT RESOLUTION NO. 26-22 DECLARING THE CITY'S INTENTION TO LEVY FISCAL YEAR 2026-27 ANNUAL ASSESSMENTS FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT 2005-2

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-22 (Attachment A) establishing the City's intention to increase the Fiscal Year 2026-27 Levy of Annual Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-2; and
2. Authorize the City to order the preparation and filing of an Engineer's Report; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

11. APPROVE ISSUING REQUEST FOR QUALIFICATIONS (RFQual) NO. 26-03 TO SOLICIT STATEMENT OF QUALIFICATIONS FOR LABOR COMPLIANCE AND PROGRAM ADMINISTRATION SUPPORT SERVICES

RECOMMENDATION: It is recommended that the City Council:

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1. Authorize staff to publish a Request for Qualifications (RFQual No. 26-03) to solicit statement of qualifications from qualified firms for on-call labor compliance and program administration support services; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

12. APPROVE ISSUING REQUEST FOR QUALIFICATIONS NO. 26-04 TO SOLICIT STATEMENT OF QUALIFICATIONS FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to publish a Request for Qualifications (RFQual No. 26-04) to solicit statement of qualifications from qualified firms for on-call material testing and special inspection services; and
2. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

13. APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 4282 WITH TOWNSEND PUBLIC AFFAIRS, INC. TO MODIFY THE COMPENSATION STRUCTURE FOR GRANT WRITING SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Approve Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs, Inc. to modify the compensation structure from a monthly services rate to a project-based rate; and
2. Authorize the City Manager to execute Amendment No. 1 to Agreement No. 4282 with Townsend Public Affairs, Inc; and
3. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

14. REJECT BIDS RECEIVED FOR CHET HOLIFIELD COMMUNITY GARDEN PROJECT (CP 945) IN ACCORDANCE WITH PUBLIC CONTRACT SECTION 22038(A)(1) AND AUTHORIZE STAFF TO PROCEED WITH READVERTISING AND REBIDDING THE PROJECT

RECOMMENDATION: It is recommended that the City Council:

1. Reject all bids received for the Chet Holifield Community Garden Project (CP 945) in accordance with Public Contract Code Section 22038(a)(1); and
2. Authorize staff to refine the project plans and specifications and re-advertise the Notice Inviting Bid in accordance with Public Contract Code Section 22038(a)(1); and
3. Authorize the City Clerk's office to release bidders' bonds; and
4. Take such additional, related action that may be desirable.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

15. APPROVAL OF MINUTES: MARCH 25, 2026, CITY COUNCIL MEETING

RECOMMENDATION: It is recommended that the City Council:

1. Approve said Minutes as is.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, to approve the item; the motion passed unanimously.

16. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-23 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 08, 2026

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RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 26-23 approving the Warrant Register dated April 08, 2026.

Councilmember Peralta motioned, seconded by Mayor Pro Tem Romero, 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).

None.

COUNCIL/AGENCY ORALS
Announcements and requests for future agenda items.

- **Salvador Melendez, Councilmember**

- **Ric Alonzo, Councilmember**

- **Danielle Romero, Mayor Pro Tem**

- **Scarlet Peralta, Councilmember**

- **Georgina Tamayo, Mayor**

    1. **Seek consensus to ask staff to explore the feasibility of adding uplighting to City Hall to enhance visibility and civic pride and report back with recommendations.**

1. City Manager Alvarez informed the City Council that staff would review the matter and report back.

CLOSED SESSION - CONTINUED

ADJOURNMENT
The City of Montebello will adjourn to the next **Regular Meeting on April 22, 2026, at 6:00 p.m.,** which can be live-streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Kimberly Guillen, Director of City Clerk Services for the City of Montebello, hereby certify that a copy of this agenda has

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been posted on or before **Sunday, April 5, 2026, no later than 6:00 p.m.**

Kimberly Guillen, Director of City Clerk Services

Mayor Tamayo adjourned the meeting at 7:59 p.m.

THE MINUTES OF APRIL 8, 2026, ARE HEREBY APPROVED AND ADOPTED ON THIS 23RD DAY OF APRIL 2026.

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**

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PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5-24 **TIME RECEIVED:** 5:23

SPEAKER'S FULL NAME: David Brambilla **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: American Legion

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 2

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 5-23 **TIME RECEIVED:** 5:24

SPEAKER'S FULL NAME: Nicholas Rosa **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: American legion

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO [redacted] 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:** Safety Issue - Traffic

MEETING DATE: 4-8-24 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Lisa Lozano **PHON** [redacted] (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO

Request No. 4

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: 04-08-2026 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: _____ **PHONE:** [redacted] *(Optional)*

ADDRESS: ROSA TAMAYO *(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. 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: 4/8/2026 **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Raul Hurtado **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

CITY OF MONTEBELLO

Request No. 6 ✓

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 4-7-26 **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: Bill Paolisso **PHONE:** _____ *(Optional)*

ADDRESS: South Montebello *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Parking Issues in SM

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 7

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Montebello Blvd

MEETING DATE: 4/7/26 **TIME RECEIVED:** 6:25

SPEAKER'S FULL NAME: Denise Hagopian **PHONE:** [redacted] (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: Heavenly Choir

NOTES: Regarding Removal of ~~center~~ parts of center Divider

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☒ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO ■ ■ ■ ■ Request No. 8 ✓

SPEAKER CARD

Please Note:

Public Comment/Speaker Card must be submitted to the City Clerk's Office prior to **the statement of oral communications being read and/or 6:00 p.m., whichever is later.**

TYPE OF COMMENT: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

MEETING DATE: _____ **TIME RECEIVED:** _____

SPEAKER'S FULL NAME: Linda Nicholas **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: MATH 90640

NOTES: _____

ACCOMMODATIONS: _____

TRANSLATION NEEDED: No ☐ Yes ☐ Language: _____

RECEIVED BY STAFF: _____

Absent

CITY OF MONTEBELLO [redacted] Request No. 9

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: 4/7/26 **Time Received:** 6:35 **Date Received:** 4/7/26

SPEAKER'S FULL NAME: Mike Reyes **PHONE:** [redacted] (Optional)

ADDRESS: [redacted]

ORGANIZATION REPRESENTED: (Optional) One Stop Graphics

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Remove Parts of Center divide on Montebello Blvd

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

CITY OF MONTEBELLO [redacted] Request No. 10 ✓

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☐ **AGENDA ITEM NO.** _____

Meeting Date: _____ **Time Received:** _____ **Date Received:** _____

SPEAKER'S FULL NAME: SARKIS **PHONE:** [redacted] (Optional)

ADDRESS: [redacted] (Optional)

ORGANIZATION REPRESENTED: Ani Chicken

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** Remove Parts of Center Divide too many accidents

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

PLEASE NOTE: A SEPARATE CARD MUST BE SUBMITTED FOR EACH ITEM

CITY OF MONTEBELLO Request No. 11

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: _____

CITY OF MONTEBELLO

Request No. 12 ✓

SPEAKER CARD

Please Note: Address and phone number are optional and not required to speak.

Public Comment/Speaker Card must be submitted to City Clerk's Office prior to 5:00 p.m. for live meetings or in accordance with Assembly Bill 361 for video/audio meetings.

Type of Comment: Closed Session ☐ Non-Agenda Item ☑ **AGENDA ITEM NO.** _____

Meeting Date: 4/8/26 **Time Received:** 1920 **Date Received:** 4/8/26

SPEAKER'S FULL NAME: GREG GONZALEZ **PHONE:** _____ *(Optional)*

ADDRESS: _____ *(Optional)*

ORGANIZATION REPRESENTED: _____

Opposed ☐ In Support ☐ Neutral ☐ **TOPIC:** _____

NOTES: _____

ACCOMMODATIONS: _____

Translation Needed: No ☐ Yes ☐ Language: _____

Received by Staff _____ **Received Via:** Email ☐ Phone ☐ In Person ☐

NEWS • News

City of Industry, Santa Fe Springs campaign aims to compete with Sun Belt states over business incentives



On Jan. 27, 2026, the City of Industry's Planning Commission unanimously voted in favor of pushing forward the Marici Battery Energy Storage System (BESS) Facility project for City Council consideration. (Photo by Josh Silla)

By JOSHUA SILLA | sjllasilla@gmail.com

PUBLISHED: April 6, 2026 at 5:22 PM PDT | UPDATED: April 6, 2026 at 8:24 PM PDT

Four Los Angeles County cities – the City of Industry, Commerce, Santa Fe Springs and Vernon – announced plans to stimulate economic development regionwide, by offering prospective businesses streamlined permitting processes and stronger business incentives compared to Sun Belt state competitors.

Called the BIG 4, the coalition launched a website listing individual advantages to developing within each respective city, framing themselves as a key logistics corridor to Los Angeles International Airport (LAX) and the ports of Los Angeles and Long Beach, as businesses nationwide weigh relocation and expansion to states such as Texas, Arizona, Nevada and Tennessee.

According to California's Business and Economic Development website, the ports of Los Angeles and Long Beach are part of the ten busiest container port complexes globally, while LAX ranks as the fourth busiest cargo airport in the nation.

Comparatively, cities such as Memphis – a major logistics hub, housing FedEx's global headquarters and other global transport services – offer public/private partnership programs that offer tax incentives and reductions.



According to Industry City Manager Joshua Nelson, the BIG 4 – which represents 24% of all county industrial capacity – was created for businesses looking to expand or relocate in California, but who often face difficulties getting development approved by city halls.

"Too often, businesses are met with hurdles to expand their operation or relocate to California. City Hall can be a roadblock to new industries and jobs," said Nelson in written statement to the Southern California News Group. "The BIG 4 was created to say yes – To find innovative solutions to support our current businesses and help industries easily relocate to California."

In particular, the website touts City of Industry's 92% industrial use zoning and 8% commercial zoning; strategic location between the ports of Los Angeles and Long Beach, and the Inland Empire; access to four freeways, two rail lines and international transit services; and ample industrial space for "Large Format Facilities."

Further, Commerce's incentives include no city property, gross receipts or utility taxes; Santa Fe Springs touts low capital expenditure and buildout interest loans and corporation relocation subsidies; and Vernon offers lower public utility and gas rates, streamlined permitting and lower permitting costs due to no planning board approvals or California Environmental Quality Act (CEQA) evaluation.

"The BIG 4 initiative will help retain our existing businesses, attract new industries, and create good-paying jobs," Vernon's City Administrator Brian Saeki said. According to their website, the cities carry a workforce of 200,000 and more than 5,000 businesses combined.

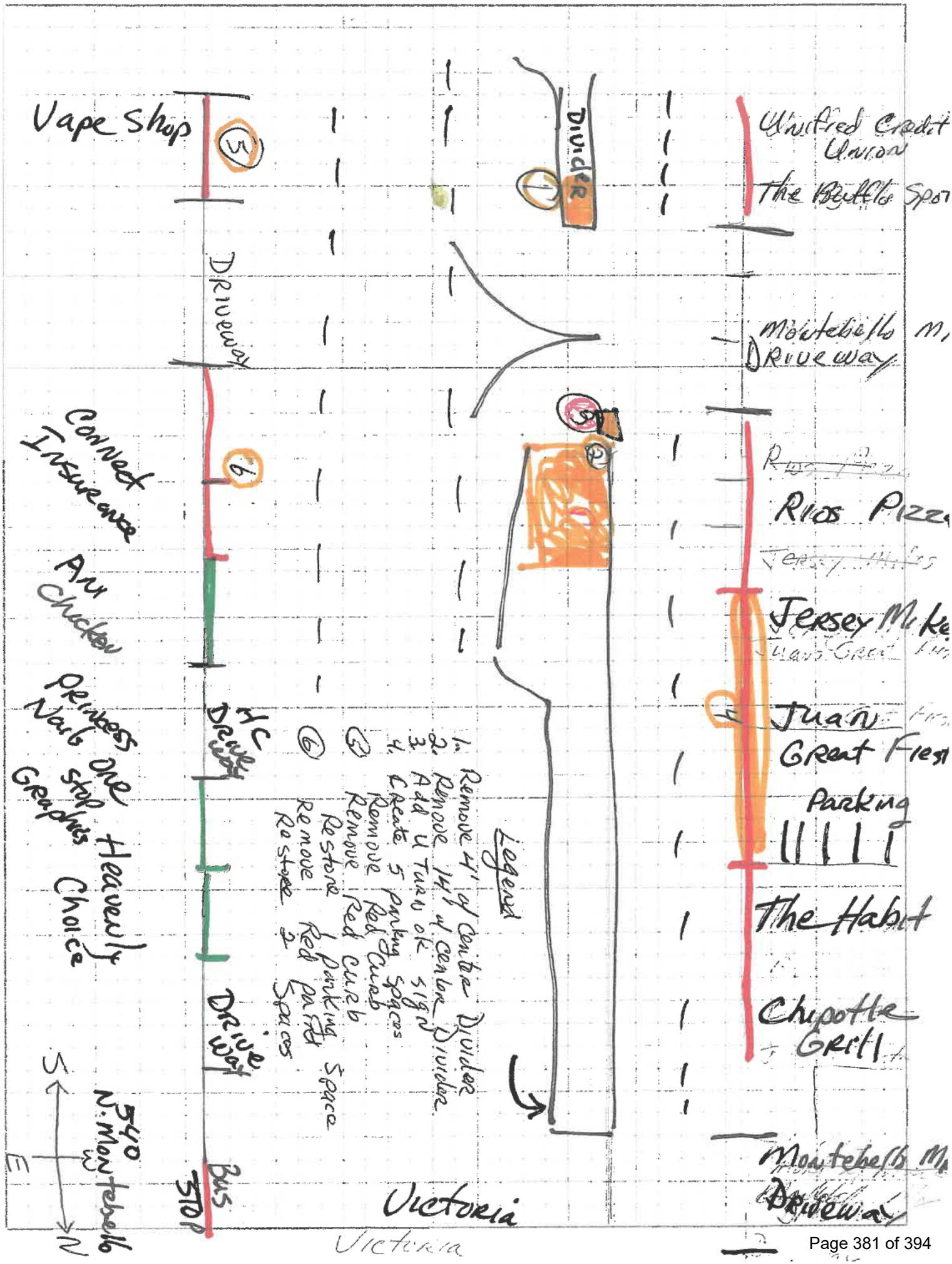
Additionally, specific industries the BIG 4 target include manufacturing, distribution and logistics, corporate space; information technology, defense and security; health care and financial services.

According to Nelson, the City of Industry is working to further "modernize [the] municipal code that governs development."

Though, since December, the City of Industry has faced public backlash for just that.

Last December, the City of Industry passed a resolution to allow for data centers to exist citywide; and in January, news of potential industry development, like the approved Marici Battery Energy Storage Facility project and potential data centers citywide spread concern to residents in neighboring cities.

According to city officials, the City of Industry has no existing applications for a data center; of the BIG 4, Vernon is the only city to house a hyperscale artificial intelligence data center. Vernon also has plans to open a second data center by June 2026.


Vape Shop
Driveway
Connect Insurance
Arv Chicken
Perkbees Herb Nerb
One Stop Graphics
Heavenly Choice
MC Driveway
Driveway
Bus Stop
540 N. Montebello
Victoria
Victoria
Divider
Legend
1. Remove 4" of Center Divider
2. Remove 14' of center Divider
3. Add U Turn OK sign
4. Create 5 Parking Spaces
5. Remove Red Curb
6. Restore Red Curb
Remove 1 parking space
Restore 2 parking spaces
United Credit Union
The Buffalo Spot
Montebello M.
Driveway
Rios Pizza
Jersey Mike
Juan Great Fiesta
Parking
The Habit
Chipotle Grill
Montebello M
Driveway

ITEM # 19

PAYMENT OF BILLS: ADOPT RESOLUTION NO. 26-29 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED APRIL 22, 2026

RESOLUTION NO. 26-29

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.1610, consisting of 8 pages, and including:

Warrant No.

General: Check No. 610595 through 610658
ACH No. 10663 through 10795

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 ON THIS 22nd OF APRIL 2026.

_____
Georgina Tamayo, 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. 26-29 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 April 2026 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. 1610
From Payment Date 03/27/26 - To Payment Date 04/09/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10663	04/02/2026	$598.33	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10664	04/02/2026	$2,076.85	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10665	04/02/2026	$3,330.98	SUPPLIES	3163	BANK OF AMERICA
10666	04/02/2026	$2,561.87	SUPPLIES	3163	BANK OF AMERICA
10667	04/02/2026	$371.02	SUPPLIES	3163	BANK OF AMERICA
10668	04/02/2026	$77.34	SUPPLIES	3163	BANK OF AMERICA
10669	04/02/2026	$337.81	SUPPLIES	3163	BANK OF AMERICA
10670	04/02/2026	$1,293.61	MISCELLANEOUS REVENUE	3163	BANK OF AMERICA
10671	04/02/2026	$1,145.77	TRAINING	3163	BANK OF AMERICA
10672	04/02/2026	$1,346.10	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10673	04/02/2026	$43,469.20	OTHER GROUP INSURANCE PAYABLE	4110	DELTA DENTAL OF CALIFORNIA
10674	04/02/2026	$1,716.21	SUPPLIES	3163	BANK OF AMERICA
10675	04/02/2026	$2,429.72	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10676	04/02/2026	$3.30	SUPPLIES	3163	BANK OF AMERICA
10677	04/02/2026	$3,042.58	SUPPLIES	3163	BANK OF AMERICA
10678	04/02/2026	$1,334.56	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10679	04/02/2026	$3,475.24	TRAINING	3163	BANK OF AMERICA
10680	04/02/2026	$846.54	SUPPLIES	3163	BANK OF AMERICA
10681	04/02/2026	$2,259.03	SUPPLIES	3163	BANK OF AMERICA
10682	04/02/2026	$96.05	SUPPLIES	3163	BANK OF AMERICA
10683	04/02/2026	$3,013.49	SUPPLIES	3163	BANK OF AMERICA
10684	04/02/2026	$568.97	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10685	04/02/2026	$977.23	TRAINING	3163	BANK OF AMERICA
10686	04/02/2026	$4,911.19	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10687	04/02/2026	$4,882.22	SUPPLIES	3163	BANK OF AMERICA
10688	04/02/2026	$398.89	SUPPLIES	3163	BANK OF AMERICA
10689	04/02/2026	$1,435.05	SUPPLIES	3163	BANK OF AMERICA
10690	04/02/2026	$159.90	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10691	04/02/2026	$1,744.82	SUPPLIES	3163	BANK OF AMERICA
10692	04/02/2026	$1,252.46	SUPPLIES	3163	BANK OF AMERICA
10693	04/02/2026	$2,421.56	SUPPLIES	3163	BANK OF AMERICA
10694	04/02/2026	$1,369.35	SUPPLIES	3163	BANK OF AMERICA
10695	04/02/2026	$276.00	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
10696	04/02/2026	$689.32	SUPPLIES	3163	BANK OF AMERICA

City of Montebello
Register of Demands No. 1610
From Payment Date 03/27/26 - To Payment Date 04/09/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10697	04/02/2026	$506.96	SUPPLIES	3163	BANK OF AMERICA
10698	04/02/2026	$1,272.05	TRAINING	3163	BANK OF AMERICA
10699	04/02/2026	$700,148.48	PERS GROUP INSURANCE PAYABLE	17	CAL PERS
10700	04/02/2026	$12,800.00	CONTRACT SERVICES	3333	A & A FLEET PAINTING INC
10701	04/02/2026	$540.35	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
10702	04/02/2026	$6,281.78	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
10703	04/02/2026	$47,151.82	VEHICLE MAINTENANCE/EXPENSES	45170	MONTEBELLO AUTO GROUP LLC
10704	04/02/2026	$123.54	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
10705	04/02/2026	$681.34	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
10706	04/02/2026	$74,427.49	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
10707	04/02/2026	$2,021.88	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
10708	04/02/2026	$121,516.19	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
10709	04/02/2026	$13,851.85	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
10710	04/02/2026	$9,197.22	SUPPLIES	26670	LIFE-ASSIST INC
10711	04/02/2026	$1,628.75	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
10712	04/02/2026	$1,139.39	MACHINERY & EQUIPMENTS	54240	PDQ ENTERPRISES INC
10713	04/02/2026	$10,950.00	BUILDING IMPROVEMENTS	5197	PMC PLUMBING
10714	04/02/2026	$905.17	UNIFORM EXPENSE	56260	PRUDENTIAL OVERALL SUPPLY
10715	04/02/2026	$12,916.67	CONTRACT SERVICES	3191	RL CONTROLS LLC
10716	04/02/2026	$681.41	SUPPLIES	2594	THE SAUCE CREATIVE SERVICES CORP
10717	04/02/2026	$209.83	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
10718	04/09/2026	$1,954.71	SUPPLIES	3163	BANK OF AMERICA
10719	04/09/2026	$121.52	SUPPLIES	3163	BANK OF AMERICA
10720	04/09/2026	$1,917.96	SUPPLIES	3163	BANK OF AMERICA
10721	04/09/2026	$1,388.92	SUPPLIES	3163	BANK OF AMERICA
10722	04/09/2026	$3,208.25	SUPPLIES	3163	BANK OF AMERICA
10723	04/09/2026	$773.66	TRAINING	3163	BANK OF AMERICA
10724	04/09/2026	$3,042.33	SUPPLIES	3163	BANK OF AMERICA
10725	04/09/2026	$4,252.10	DUES & SUBSCRIPTIONS	3163	BANK OF AMERICA
10726	04/09/2026	$4,532.69	SUPPLIES	3163	BANK OF AMERICA
10727	04/09/2026	$1,062.36	TRAINING	3163	BANK OF AMERICA
10728	04/09/2026	$1,799.00	TRAINING	3163	BANK OF AMERICA
10729	04/09/2026	$3,021.10	SUPPLIES	3163	BANK OF AMERICA
10730	04/09/2026	$287.50	MISCELLANEOUS EXPENSE	3163	BANK OF AMERICA
10731	04/09/2026	$830.63	SUPPLIES	3163	BANK OF AMERICA
10732	04/09/2026	$384.00	TRAINING	3163	BANK OF AMERICA

City of Montebello
Register of Demands No. 1610
From Payment Date 03/27/26 - To Payment Date 04/09/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10733	04/09/2026	$107.10	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
10734	04/09/2026	$446.52	SUPPLIES	3163	BANK OF AMERICA
10735	04/09/2026	$257.58	SUPPLIES	3163	BANK OF AMERICA
10736	04/09/2026	$773.84	SUPPLIES	3163	BANK OF AMERICA
10737	04/09/2026	$31.94	FUEL	3163	BANK OF AMERICA
10738	04/09/2026	$1,792.97	SUPPLIES	3163	BANK OF AMERICA
10739	04/09/2026	$1,843.33	TRAINING	3163	BANK OF AMERICA
10740	04/09/2026	$3,502.48	SUPPLIES	3163	BANK OF AMERICA
10741	04/09/2026	$1,605.89	SUPPLIES	3163	BANK OF AMERICA
10742	04/09/2026	$25.00	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
10743	04/09/2026	$996.58	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10744	04/09/2026	$2,743.44	VEHICLE MAINTENANCE/EXPENSES	3163	BANK OF AMERICA
10745	04/09/2026	$4,885.16	SUPPLIES	3163	BANK OF AMERICA
10746	04/09/2026	$14.34	SUPPLIES	3163	BANK OF AMERICA
10747	04/09/2026	$76.75	PERMITS AND FEES	3163	BANK OF AMERICA
10748	04/09/2026	$599.30	PERMITS AND FEES	3163	BANK OF AMERICA
10749	04/09/2026	$432.55	TRAINING	3163	BANK OF AMERICA
10750	04/09/2026	$1,196.51	MACHINERY & EQUIPMENTS	3163	BANK OF AMERICA
10751	04/09/2026	$4,085.76	TRAVEL & MEETINGS	3163	BANK OF AMERICA
10752	04/09/2026	$3,917.21	FRINGE BENEFITS	58990	VISION SERVICE PLAN
10753	04/09/2026	$1,868.80	RETIREMENT	58990	VISION SERVICE PLAN
10754	04/09/2026	$1,825.00	RETIREMENT	3730	AT RETIREMENT SERVICES LLC
10755	04/09/2026	$800.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
10756	04/09/2026	$7,568.94	CONTRACT SERVICES	4773	A&D SIGNS CORP
10757	04/09/2026	$82.00	SUPPLIES	67210	AIR SOURCE INDUSTRIES INC
10758	04/09/2026	$15,679.95	MACHINERY & EQUIPMENTS	20350	ALLSTAR FIRE EQUIPMENT INC
10759	04/09/2026	$37,485.02	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
10760	04/09/2026	$20,545.65	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES INC
10761	04/09/2026	$5,336.77	UNIFORM EXPENSE	62880	AMERICAN MARKER
10762	04/09/2026	$68,924.86	CONTRACT SERVICES	3016	ANTARES GOLF LLC
10763	04/09/2026	$574,203.55	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
10764	04/09/2026	$807.20	EDUCATION REIMBURSEMENT	1190	DONALD CADENA
10765	04/09/2026	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
10766	04/09/2026	$118.62	VEHICLE MAINTENANCE/EXPENSES	2345	COMMERCE HOSE & INDUSTRIAL PRODUCTS DBA HOSE KING
10767	04/09/2026	$830.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
10768	04/09/2026	$1,123.38	CONTRACT SERVICES	3982	EVERNORTH CARE SOLUTIONS, INC.

City of Montebello
Register of Demands No. 1610
From Payment Date 03/27/26 - To Payment Date 04/09/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
10769	04/09/2026	$414.50	TRAVEL & MEETINGS	4159	ROBERT FIERRO
10770	04/09/2026	$35.70	CONTRACT SERVICES	23660	DAIOHS USA
10771	04/09/2026	$1,250.19	SUPPLIES	2059	HASA INC
10772	04/09/2026	$23,806.46	CONTRACT SERVICES	2793	IBE DIGITAL
10773	04/09/2026	$18,536.00	CONTRACT SERVICES	4845	INFRASTRUCTURE ARCHITECTS, INC
10774	04/09/2026	$11,030.28	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH INC
10775	04/09/2026	$800.00	CONTRACT SERVICES	1612	JCL TRAFFIC SERVICES
10776	04/09/2026	$52,052.50	MACHINERY & EQUIPMENTS	26080	L.N. CURTIS AND SONS
10777	04/09/2026	$2,760.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
10778	04/09/2026	$3,126.68	SUPPLIES	26670	LIFE-ASSIST INC
10779	04/09/2026	$4,050.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
10780	04/09/2026	$1,744.59	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
10781	04/09/2026	$438.85	CONTRACT SERVICES	19250	N/S CORPORATION
10782	04/09/2026	$3,299.75	CONTRACT SERVICES	2940	OCEAN BLUE ENVIRONMENTAL SERVICES INC
10783	04/09/2026	$726.51	MACHINERY & EQUIPMENTS	54240	PDQ ENTERPRISES INC
10784	04/09/2026	$1,125.00	CONTRACT SERVICES	13680	PEERY & ASSOCIATES INC
10785	04/09/2026	$52.85	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
10786	04/09/2026	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
10787	04/09/2026	$11,590.00	CONTRACT SERVICES	4984	RENATO ROJAS OCAMPO DBA THEBUSDOCTOR1 LLC
10788	04/09/2026	$200,509.33	IMPROVEMENTS OTHER THAN BUILDING - PAVING THE WA\	3908	SOUTHERN CALIFORNIA PRECISION CONCRETE, INC.
10789	04/09/2026	$625.00	RETIREMENT	27300	ROBERT C TUFANO
10790	04/09/2026	$1,216.16	SUPPLIES	45120	ULINE INC
10791	04/09/2026	$823.98	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
10792	04/09/2026	$3,778.30	CONTRACT SERVICES	47600	VORTEX INDUSTRIES LLC
10793	04/09/2026	$45.78	SUPPLIES	9470	W W GRAINGER INC DBA: GRAINGER
10794	04/09/2026	$532.16	SUPPLIES	3088	WAXIE SANITARY SUPPLY
10795	04/09/2026	$680.00	CONTRACT SERVICES	328	WRITER ANNE COMMUNICATIONS
	ACH TOTAL	**$2,275,526.02**			
610595	04/02/2026	$14,856.80	MACHINERY & EQUIPMENTS	5334	ALLIANCE LAUNDRY SYSTEMS DISTRIBUTION, LLC
610596	04/02/2026	$7,560.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
610597	04/02/2026	$554.37	UTILITY SERVICES	39550	AT&T
610598	04/02/2026	$498.93	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
610599	04/02/2026	$23,175.42	MACHINERY & EQUIPMENTS	1133	CDW GOVERNMENT
610600	04/02/2026	$4,030.00	CONTRACT SERVICES	4833	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT INC

City of Montebello
Register of Demands No. 1610
From Payment Date 03/27/26 - To Payment Date 04/09/26

WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
610601	04/02/2026	$29,850.00	CONTRACT SERVICES	5275	CHARLES C REGAN, INC. DBA REGAN PAVING
610602	04/02/2026	$15,057.70	PREVENTIVE MAINTENANCE	1294	CINTAS CORPORATION NO 2
610603	04/02/2026	$994.40	CONTRACT SERVICES	4468	COLLICUTT ENERGY SERVICES INC
610604	04/02/2026	$169,800.00	MACHINERY & EQUIPMENTS	69970	COMMLINE INC
610605	04/02/2026	$2,100.00	CONTRACT SERVICES	8440	MARCOS CUELLAR
610606	04/02/2026	$37,295.69	ADVERTISING/PRINTING SERVICES	4980	CW PRODUCTS INC DBA ANYPROMO.COM
610607	04/02/2026	$1,258.43	CONTRACT SERVICES	3334	EAGLE PORTABLES SANITATION LLC
610608	04/02/2026	$383.78	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
610609	04/02/2026	$349.68	TRAVEL & MEETINGS	4447	YVETTE FERNANDEZ
610610	04/02/2026	$24,244.78	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
610611	04/02/2026	$979.21	SUPPLIES	3240	FOUNDATION BUILDING MATERIALS
610612	04/02/2026	$7,668.34	CONTRACT SERVICES	4591	GEORGE HILLS COMPANY
610613	04/02/2026	$60.00	GENERAL GOVERNMENT	5392	MELIZA GOMEZ
610614	04/02/2026	$3,351.60	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
610615	04/02/2026	$47,100.00	BUILDING IMPROVEMENTS	4196	HERRERAS COATING RESTORACION INC
610616	04/02/2026	$3,876.82	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
610617	04/02/2026	$4,353.70	CONTRACT SERVICES	5199	INTANGLES USA INC
610618	04/02/2026	$87.91	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
610619	04/02/2026	$2,190.44	MACHINERY & EQUIPMENTS	4765	SOCAL JCB
610620	04/02/2026	$1,518.34	TRAINING	5079	ANDREW KIM
610621	04/02/2026	$15.00	MISCELLANEOUS EXPENSE	5393	LAW BROTHERS
610622	04/02/2026	$345.78	CONTRACT SERVICES	5305	MOBILE MODULAR PORTABLE STORAGE
610623	04/02/2026	$20,015.00	SUPPLIES	5337	MED-PACKS, LLC DBA EMS LOGIK, NARCBOX, STATIONSTOK
610624	04/02/2026	$950.00	CONTRACT SERVICES	41130	MIHM INC
610625	04/02/2026	$439.80	TRAVEL & MEETINGS	5231	STEVEN MINNIG
610626	04/02/2026	$705.00	CONTRACT SERVICES	4932	JOSE ROBERTO NAVARRO
610627	04/02/2026	$125.00	VEHICLE MAINTENANCE/EXPENSES	26370	NAVARROS TOWING SERVICE
610628	04/02/2026	$575.00	ADVERTISING/PRINTING SERVICES	4218	OESTE DESIGN STUDIO
610629	04/02/2026	$391.00	CONTRACT SERVICES	26460	ORBIT RENTALS INC
610630	04/02/2026	$1,407.60	CONTRACT SERVICES	1597	PACIFIC COAST ELEVATOR CORP DBA: AMTECH ELEVATOR SERVICES
610631	04/02/2026	$743.89	CONTRACT SERVICES	5380	JOHN PAPADAKIS
610632	04/02/2026	$300.00	MISCELLANEOUS EXPENSE	5394	ERIC MOJICA PERALTA
610633	04/02/2026	$1,190.00	CONTRACT SERVICES	3047	PHILLIPS DRAPERIES AND CURTAINS INC
610634	04/02/2026	$10,375.97	LEASE PAYMENT	2357	PNC BANK NATIONAL ASSOCIATION
610635	04/02/2026	$19,818.00	CONTRACT SERVICES	4017	PRECISION MATERIAL MANAGEMENT, LLC
610636	04/02/2026	$1,078.33	CONTRACT SERVICES	3279	PROCURE AMERICA LLC

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
610637	04/02/2026	$2,537.64	MAIL/ POSTAL EXPENSE	697	QUADIENT FINANCE USA INC
610638	04/02/2026	$600.00	CONTRACT SERVICES	3896	ROBERT J ORTIZ
610639	04/02/2026	$6,632.02	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
610640	04/02/2026	$865.53	CONTRACT SERVICES	5186	SECURE-A-DOOR
610641	04/02/2026	$1,911.30	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
610642	04/02/2026	$60.80	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY LLC
610643	04/02/2026	$1,453.87	CARPOOL INCENTIVE	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
610644	04/02/2026	$39,899.12	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610645	04/02/2026	$276.87	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
610646	04/02/2026	$955.80	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
610647	04/02/2026	$150.00	CONTRACT SERVICES	5373	DEPARTMENT OF GENERAL SERVICES
610648	04/02/2026	$2,798.94	CONTRACT SERVICES	3397	STERICYCLE INC
610649	04/02/2026	$8,238.80	CONTRACT SERVICES	3921	SUSTAINABLE RESOURCES
610650	04/02/2026	$1,050.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
610651	04/02/2026	$691.76	FUEL	4844	THE JANKOVICH COMPANY LLC
610652	04/02/2026	$4,718.00	BUILDING IMPROVEMENTS	5358	TOILET PARTITIONS EXPERTS, INC.
610653	04/02/2026	$6,419.09	MACHINERY & EQUIPMENTS	5234	ULTIMATE TRAINING MUNITIONS, INC.
610654	04/02/2026	$1,832.18	CONTRACT SERVICES	3042	UNITED RENTALS (NORTH AMERICA) INC
610655	04/02/2026	$1,750.72	UTILITY SERVICES	23610	VERIZON WIRELESS
610656	04/02/2026	$54.27	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
610657	04/02/2026	$20,705.36	CONTRACT SERVICES	3731	YUNEX LLC
610658	04/02/2026	$9,267.94	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
610659	04/02/2026	$150.00	GENERAL GOVERNMENT	4379	MARIA F PEDRO ANTONIO
610660	04/02/2026	$68.00	PARKS AND RECREATION	4692	HUMBERTO GOMEZ
610661	04/09/2026	$632.50	CONTRACT SERVICES	4686	A.O. REED & CO LLC
610662	04/09/2026	$4,166.66	CONTRACT SERVICES	3557	ADVOCATE INC
610663	04/09/2026	$140.00	PARKS AND RECREATION	5400	ARACELY AGUILAR
610664	04/09/2026	$2,121.39	CONTRACT SERVICES	42330	ALLIANT INSURANCE SERVICES
610665	04/09/2026	$9,240.00	CONTRACT SERVICES	69480	ALLTECH INDUSTRIES INC
610666	04/09/2026	$899.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
610667	04/09/2026	$6,000.00	CONTRACT SERVICES	2589	AXON ENTERPRISE INC
610668	04/09/2026	$2,071.82	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
610669	04/09/2026	$110.75	SUPPLIES	3121	C & O MFG
610670	04/09/2026	$2,556.00	DUES & SUBSCRIPTIONS	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
610671	04/09/2026	$1,198.80	DUES & SUBSCRIPTIONS	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
610672	04/09/2026	$8,985.06	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY

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610673	04/09/2026	$1,317.00	SUPPLIES	409	CARAVAN CANOPY INTL INC
610674	04/09/2026	$8,280.31	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
610675	04/09/2026	$2,127.00	RETIREMENT	3128	CITY OF BELL GARDENS
610676	04/09/2026	$688.00	CONTRACT SERVICES	4174	COSTAR REALTY INFORMATION INC
610677	04/09/2026	$1,362.75	MISCELLANEOUS EXPENSE	4694	CRISTINA GARCIA
610678	04/09/2026	$2,034.00	TRAINING	3392	EL CAMINO COLLEGE
610679	04/09/2026	$32,915.60	IMPROVEMENTS OTHER THAN BUILDING	5206	ELECNOR BELCO ELECTRIC, INC.
610680	04/09/2026	$342.87	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
610681	04/09/2026	$103.05	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
610682	04/09/2026	$440.00	TRAVEL & MEETINGS	4119	ELIZABETH FRANCO
610683	04/09/2026	$1,750.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
610684	04/09/2026	$2,503.17	UNIFORM EXPENSE	55650	GALLS LLC
610685	04/09/2026	$1,067.32	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
610686	04/09/2026	$13,559.65	VEHICLE MAINTENANCE/EXPENSES	33460	GOODYEAR TIRE & RUBBER COMPANY
610687	04/09/2026	$1,614.88	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
610688	04/09/2026	$45.55	CONTRACT SERVICES	4933	HIRSCH PIPE & SUPPLY CO INC
610689	04/09/2026	$269.74	MACHINERY & EQUIPMENTS	4765	JCB SOUTHERN CALIFORNIA, LLC
610690	04/09/2026	$1,889.16	TRAINING	3507	MARK KIM
610691	04/09/2026	$48,010.14	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITATION WORKSHOP
610692	04/09/2026	$508.60	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
610693	04/09/2026	$3,502.00	TRAINING	2410	LOS ANGELES COUNTY DEPT OF HEALTH SERVICES
610694	04/09/2026	$500.00	DUES & SUBSCRIPTIONS	56630	LOS ANGELES COUNTY POLICE CHIEF'S ASSOCIATION
610695	04/09/2026	$904.20	PERMITS AND FEES	28440	LOS ANGELES COUNTY TAX COLLECTOR
610696	04/09/2026	$37,897.10	AFLAC OTHER	4336	METROPOLITAN LIFE INSURANCE COMPANY
610697	04/09/2026	$337.20	EDUCATION REIMBURSEMENT	5231	STEVEN MINNIG
610698	04/09/2026	$673.50	SUPPLIES	5395	MARCOS MIRANDA
610699	04/09/2026	$6,690.00	CONTRACT SERVICES	2154	WICK & DENNIS INC
610700	04/09/2026	$14,862.74	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
610701	04/09/2026	$1,052.84	DUES & SUBSCRIPTIONS	2491	MOTION PICTURE LICENSING CORPORATION
610702	04/09/2026	$1,575.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
610703	04/09/2026	$109.34	SUPPLIES	15620	OFFICE DEPOT INC
610704	04/09/2026	$27,292.40	CONTRACT SERVICES	4428	PALADIN TECHNOLOGIES USA INC
610705	04/09/2026	$551.66	RETIREMENT	42490	LINDA PAYAN
610706	04/09/2026	$451.25	TRAVEL & MEETINGS	5404	LESLIE PERALTA
610707	04/09/2026	$2,253.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
610708	04/09/2026	$1,385.00	CONTRACT SERVICES	4173	SHIELD PEST MANAGEMENT LLC

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WARRANT#	DATE	AMOUNT	ACCOUNT DESCRIPTION		VENDOR NAME
610709	04/09/2026	$250.00	GENERAL GOVERNMENT	5403	MAYRA SILVA
610710	04/09/2026	$6,327.81	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
610711	04/09/2026	$32,291.40	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
610712	04/09/2026	$55,747.90	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
610713	04/09/2026	$17,482.31	UTILITY SERVICES	526	T-MOBILE USA INC
610714	04/09/2026	$18,605.38	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
610715	04/09/2026	$2,830.00	CONTRACT SERVICES	3206	THE COUNSELING TEAM INTERNATIONAL
610716	04/09/2026	$3,411.37	FUEL INVENTORY	4844	THE JANKOVICH COMPANY LLC
610717	04/09/2026	$5,000.00	CONTRACT SERVICES	2785	TOWNSEND PUBLIC AFFAIRS INC
610718	04/09/2026	$184,150.03	CONTRACT SERVICES	1639	TRANSTECH ENGINEERS INC
610719	04/09/2026	$300.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC
610720	04/09/2026	$6,936.66	CONTRACT SERVICES	20070	UC REGENTS
610721	04/09/2026	$42,968.15	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICES LP
610722	04/09/2026	$6,274.96	UTILITY SERVICES	23610	VERIZON WIRELESS
610723	04/09/2026	$1,113.70	CONTRACT SERVICES	47600	VORTEX INDUSTRIES, LLC
610724	04/09/2026	$2,000.00	EDUCATION REIMBURSEMENT	5401	IAN WILMOTT
610725	04/09/2026	$2,498.36	SUPPLIES	67320	WINZER
610726	04/09/2026	$2,466.50	CONTRACT SERVICES	3006	ASBURY ENVIRONMENTAL SERVICES
610727	04/09/2026	$17,257.13	CONTRACT SERVICES	3731	YUNEX LLC
610728	04/09/2026	$1,046.85	CONTRACT SERVICES	2905	ZUTRA WATER
610729	04/09/2026	$387.00	TRAINING	37690	TAYLOR L MARQUEZ
610730	04/09/2026	$1,100.66	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
	CHECK TOTAL	**$1,244,193.89**			
	GRAND TOTAL	**$3,519,719.91**			

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 - May

May 13, 2026 - Regular City Council Meeting

Item #	Description	Session	Department	Presenter
	Citizen of the Month -	Presentation	Public Affairs	David S.
	Proclamation for Asian Pacific Heritage Month	Presentation	Public Affairs	David S.
	Proclamation for Mental Health Month	Presentation	Public Affairs	David S.
	Proclamation for NationalPoppy Day	Presentation	Public Affairs	David S.
	Proclamation for National Military Appreciation Month	Presentation	Public Affairs	David S.
	Public hearing Pursuant to Government Code Section 3502.3 Concerning Vacancies and Recruitment and Retention Center	Public Hearing	HR	Ramon F.
	Proclamation for National Pet Month	Consent	Admin	Kimberly G.
	Proclamation for National Bike Month	Consent	Admin	Kimberly G.
	Minutes	Consent.	Admin	Angelica P.
	Reso No. ___ Warrant Register	Consent.	Finance	Michael S.