

CITY COUNCIL
MEETING AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA^{1 1[2]}
WEDNESDAY, JULY 10, 2019

5:30 P.M.

MONTEBELLO CITY COUNCIL

JACK HADJINIAN
MAYOR

SALVADOR MELENDEZ
MAYOR PRO TEM

KIMBERLY A. COBOS-CAWTHORNE
COUNCILMEMBER

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

INTERIM CITY MANAGER
Paul L. Talbot

CITY ATTORNEY
Arnold M. Alvarez-Glasman

DEPARTMENT HEADS

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

Danilo Batson
Fernando Pelaez
Brad Keller
Robert Mescher
Bob Franco
Manuel Mancha
David Sosnowski
Tom Barrio

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Hadjinian**
- 2. ROLL CALL: City Clerk I. Barajas**

¹ *In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Building Official at 323/887-1497. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II(203)). If you require translation services, please contact the City Clerk's Office 24 hours before this meeting. Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 24 horas antes de esta reunión.*

3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:

Members of the public interested in addressing the City Council on Closed Session items must fill out a form provided at the door, and turn it in to the City Clerk prior to the announcement of Closed Session items.

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

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

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

CLOSED SESSION

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

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property:	Montebello Water System and related real property and infrastructure assets
Agency negotiator:	Paul Talbot, Interim City Manager
Negotiating parties:	California Water Services, Golden State Water, San Gabriel Valley Water
Under negotiation:	Both price and terms of sale

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property:	Montebello Hills property and related property adjacent east of Montebello Boulevard
Agency negotiator:	Paul Talbot, Interim City Manager
Negotiating parties:	Toll Brothers
Under negotiation:	Both price and terms

6. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(4)

Two matters of consideration of litigation

REGULAR SESSION

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. PRESENTATIONS

a. OATH OF OFFICE – NEW COMMISSIONERS

b. RECOGNITION OF MONTEBELLO MAYHEM - 2019 USSSA INTERNATIONAL WORLD SERIES CHAMPIONS

c. PRESENTATION TO ASHIYA SISTER CITY STUDENT DELEGATES

9. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

10. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

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

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

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

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

- 13. APPROVAL OF AGENDA:** Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion with the exception of Item Nos. 14 and 15, and any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance.

SCHEDULED MATTERS

- 14. A PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION CONFIRMING THE FY 2019-2020 FINAL ENGINEER’S REPORT, ASSESSMENT DIAGRAM FOR NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVY SUCH ASSESSMENTS ON APPLICABLE LOTS AND PARCELS WITHIN THE DISTRICT**

RECOMMENDATION: It is recommended that the City Council:

(1) Adopt the Resolution confirming the Final Engineer’s Report, the Assessment Diagram for Assessment District No. 2005-1, and authorize the levying of the Fiscal Year 2019-2020 assessments for the Natasha Lane Landscape Assessment District.

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

- 15. A PUBLIC HEARING TO CONSIDER THE ADOPTION OF A RESOLUTION CONFIRMING THE FINAL ENGINEER’S REPORT, THE ASSESSMENT DIAGRAM FOR ASSESSMENT DISTRICT NO. 2005-2 FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION, AND TO LEVY ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2019-2020**

RECOMMENDATION: It is recommended that the City Council:

1) Adopt the Resolution confirming the Final Engineer’s Report, the Assessment Diagram for Assessment District No. 2005-2, and the levying for the Fiscal Year 2018-2019 assessments for the Natasha Lane Sewer Pump Station and Storm Drain Pump Station on assessable lots and parcels of land in the District,

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

CONSENT MATTERS (16-28)

16. APPROVAL OF FINAL “A” MAP FOR TRACT MAP NO. 70420, MONTEBELLO HILLS SPECIFIC PLAN PROJECT LOCATED AT 1400 N. MONTEBELLO BOULEVARD (TOLL BROTHERS/SENTINEL PEAK RESOURCES)

RECOMMENDATION: It is recommended that the City Council:

- (1) Approving the Final “A” Map for Vesting Tract Map No. 70420, Montebello Hills Specific Plan Project located at 1400 N. Montebello Boulevard (“Montebello Hills Project”);
- (2) Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of Final “A” Map for Tract Map No. 70420; and
- (3) Authorizing the Mayor and Director of Public Works to execute the Subdivision Improvement Agreement.
- (4) Take such additional, related action that may be desirable.

17. STATE AUDIT QUARTERLY UPDATE AND PROGRESS REPORT

RECOMMENDATION: It is recommended that the City Council:

- (1) Receive and file the quarterly update on the findings identified in the State audit report.
- (2) Take such additional, related action that may be desirable.

18. SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

RECOMMENDATION: It is recommended that the City Council:

- (1) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water for \$15,857,000 plus enter into a 10-year water lease rights for an additional \$1,950,000,
- (2) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water including all future water rights to San Gabriel Valley Water for \$22,621,000,
- (3) Take such additional, related action that may be desirable.

19. APPROVE PLANS AND SPECIFICATIONS FOR C.P. # 872 – VARIOUS STREET IMPROVEMENTS (FY 2018/2019) AND AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO ADVERTISE FOR BIDS AND DESIGNATE AUGUST 12, 2019 AT 11:10 AM AS THE BID OPENING DATE

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve Plans and Specifications for C.P. 872, various Street Improvement Project FY 2018/2019;
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA);

- 3) Authorize the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM as the bid opening date; and
- 4) Take such additional, related action that may be desirable

20. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3444 – CITYWIDE HVAC MAINTENANCE AND REPAIRS

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 3444 for Citywide HVAC Maintenance and Repairs with Johnson Controls, Inc., including a new fee schedule, and
- 2) Take such additional, related action that may be desirable.

21. FIRST AMENDMENT TO THE HOME PROGRAM DEVELOPMENT AGREEMENT WITH MONTEBELLO HOUSING DEVELOPMENT CORPORATION FOR 924 CAROB WAY

RECOMMENDATION: It is recommended that the City Council:

- (1) Approve the first amendment to the HOME Program Development Agreement with Montebello Housing Development Corporation (MHDC) for the affordable housing project on Carob Way; and
- (2) Take such additional, related action that may be desirable.

22. ANNUAL PROPERTY INSURANCE, WORKERS' COMPENSATION EXCESS INSURANCE AND GENERAL LIABILITY EXCESS INSURANCE RENEWALS FOR FISCAL YEAR 2019-20

RECOMMENDATION: It is recommended that the City Council:

- (1) It is recommended that the City Council approve the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).
- (2) Take such additional, related action that may be desirable.

23. SECOND AMENDMENT TO AGREEMENT NO. 2787-A WITH SHAK ENTERPRISES INC. (MONTEBELLO TIRE PROS) FOR ADDITIONAL FUNDS FOR THE CITY'S FLEET VEHICLE MAINTENANCE AND REPAIR SERVICES

RECOMMENDATION: It is recommended that the City Council:

- (1) Authorize the City Manager to execute the second amendment to the existing agreement with Shak Enterprises, Inc., dba Montebello Tire Pros, not to exceed an amount of \$275,000 for FY 19/20 agreement, and \$283,250 for FY 20/21 agreement as set forth in the agreement for the City's Fleet Vehicle Maintenance and Repair Services.
- (2) Take such additional, related action that may be desirable.

24. AWARD A CONTRACT TO ERIC MARTINEZ CONSULTING SERVICE FOR BID NO. 19-33 – CONSULTANT SERVICE SPECIALIST IN HYBRID GASOLINE ELECTRIC, PARTS, TROUBLESHOOTING, AND ELECTRICAL SYSTEMS OF HEAVY-DUTY TRANSIT NEW FLYER BUSES

RECOMMENDATION: It is recommended that the City Council:

- (1) Award a contract to Eric Martinez Consulting Service for the Consultant Service Specialist in Hybrid, Gasoline, Electric, Parts, Troubleshooting, and Electrical Systems of Heavy-Duty Transit New Flyer Buses as recommended by the Director of Transportation.
- (2) Authorize the City manager to execute an agreement on behalf of the City.
- (3) Take such additional, related action that may be desirable.

25. FY19-20 ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDATION: It is recommended that the City Council:

- (1) Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the fiscal year 2019-2020; and
- (2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.
- (3) Take such additional, related, action that may be desirable.

26. REQUEST TO APPROVE CALPERS RESOLUTIONS FOR PAYING THE VALUE OF THE EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

RECOMMENDATION: It is recommended that the City Council:

- (1) Approve the attached six (6) CalPERS resolutions for three (3) of the City's safety units for paying the value of the employer paid member contributions (EPMC) with separate effective dates of July 1, 2019 and July 7, 2019.
- (2) Take such additional, related, action that may be desirable.

27. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED JULY 10, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- (1) Adopt the proposed resolution approving the Warrant Register dated July 10, 2019; and
- (2) Take such additional, related action that may be desirable.

28. APPROVAL OF MINUTES: SPECIAL SESSION OF JUNE 10, 2019 AND REGULAR SESSIONS OF JUNE 12 AND 26, 2019

RECOMMENDED ACTION: It is recommended that the City Council:

- (1) Approve the minutes as written; and
- (2) Take such additional, related action that may be desirable.

29. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

30. COUNCILMEMBER TORRES

- a. Parks Make Life Better Month
- b. Coffee with a Councilman

31. MAYOR PRO TEM MELENDEZ

Walk and Talk event.

32. COUNCILMEMBER COBOS-CAWTHORNE

- a. The Ring and CHIP Program
- b. Seeks consensus to designate one parking space for a Veteran at City Hall
- c. National Night Out – August 6, 2019

33. COUNCILMEMBER JIMENEZ

None.

34. MAYOR HADJINIAN

- a. Montebello Commercial Broker Tour to discuss Economic Development
- b. Discussion and direction to go dark the first two weeks of August

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

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

SUBJECT: A Public Hearing to consider adoption of a resolution confirming the FY 2019-2020 Final Engineer's Report, Assessment Diagram for Natasha Lane Landscape Assessment District No. 2005-1 and levy such assessments on applicable lots and parcels within the District

Date: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt the attached Resolution confirming the Final Engineer's Report, the Assessment Diagram for Assessment District No. 2005-1, and authorize the levying of the Fiscal Year 2019-2020 assessments for the Natasha Lane Landscape Assessment District.
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On June 12, 2019, the City Council adopted Resolution 19-52 approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-1, setting the public hearing for July 10, 2019 to confirm the Final Engineer's Report, Assessment Diagram and the levying of Fiscal Year 2019-2020 annual assessments.

Natasha Lane is a twenty-unit housing development located south of Whittier Boulevard and east of Bluff Road. As part of the development, new landscaping was installed on both sides of Natasha Lane and along the frontage of the property facing Whittier Boulevard as well as the rear portion of the property. The City is responsible for the maintenance of this landscaping. To offset the costs, each home is annually assessed a portion of the costs for the landscape maintenance on the length of the street in front of each home.

ANALYSIS

The attached Final Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-1 was based on the Preliminary Engineer's Report which was approved by the

City Council, under Resolution No. 19-52 dated June 12, 2019. Each home was assessed a portion of the total annual landscape maintenance cost based on the amount of street frontage of each home. The average annual assessment per home is \$559.45 which is the same as the previous fiscal year's average annual assessments.

After conducting a public hearing, the City Council will consider confirming the Final Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 and levying the proposed assessment on the applicable lots and parcels within the District. Notice of the public hearing was provided as required by law.

FISCAL IMPACT

The properties benefiting from the landscape improvements were assessed the maintenance costs established in FY 2019-2020 for the maintenance of the landscaping. Landscape maintenance cost will be funded with the annual assessments from the Assessment District No. 2005-1. No General Funds are to be used for this assessment district.

The Natasha Lane Landscape Assessment District No. 2005-1 complies with the City's financial plan to achieve financial stability. The levy of assessments ensures that there is a full recovery of overhead and internal service from the assessment district funds to the greatest extent possible and as permitted by restrictions associated with these funds.

SUMMARY

On June 12, 2019, the City Council approved Resolution No. 19-52 initiating proceedings for the Fiscal Year 2019-2020 levy of annual assessments to fund landscape maintenance for the properties located on Natasha Lane. Natasha Lane is twenty-unit housing development located south of Whittier Boulevard and 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 attached properties located at Natasha Lane. Notices advising residents in the affected area of the consideration of the Final Engineer's Report and the Public Hearing on July 10, 2019 were mailed on June 24, 2019.

ATTACHMENTS

Final Engineer's Report
Exhibit Map
Resolution

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

**For
FY 2019-2020**

Jack Hadjinian, Mayor

Salvador Melendez, Mayor Pro Tem

Kimberly Cobos-Cawthorne, Councilmember

Angie Jimenez, Councilmember

David N. Torres, Councilmember

Final Engineer's Report
July 10, 2019

**CITY OF MONTEBELLO
FINAL ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2019-2020)**

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, 2019 through June 30, 2020.

SECTION II: PLANS

The Plans showing extent and location of landscape herein by Exhibit A. Plans showing the general locations of landscaping to be maintained are incorporated herein by reference.

All of above mentioned items are on file in the office of the City Engineer.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing 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 of all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2019-2020 BEGINNING FUND BALANCE (ESTIMATED)	\$ 59,068.79
FY 2019-2020 PROJECTED REVENUE	
Landscape Maintenance District Total Revenue Generated This Year	\$ 11,189.02
TOTAL REVENUE AVAILABLE FOR FY 2019-2020	\$ 69,257.81
FY 2019-2020 PROJECTED EXPENDITURES	
Maintenance & Operations	\$ 4,308.20
Contractual Services (ADCO)	\$ 2,800.00
Administrative Cost (L.A. County)	\$ 1,000.00
TOTAL EXPENDITURES	\$ 8,108.20
PROJECTED BALANCE (JUNE 30, 2020)	
FY 2019-2020 Revenue Available	\$ 69,257.81
FY 2019-2020 Anticipated Expenditures	\$ 8,108.20
ASSESSMENT DISTRICT RESERVES	\$ 61,149.61

SECTION V: DIAGRAM

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

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 Apportionment 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:

**CITY OF MONTEBELLO
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	\$ 609.93
2	6348	6	18	41 LF	\$ 553.38
3	6348	6	19	41 LF	\$ 553.38
4	6348	6	20	41 LF	\$ 553.38
5	6348	6	21	41 LF	\$ 553.38
6	6348	6	22	41 LF	\$ 553.38
7	6348	6	23	41 LF	\$ 553.38
8	6348	6	24	41.70 LF	\$ 562.82
9	6348	6	25	52 LF	\$ 701.84
10	6348	6	26	45.27 LF	\$ 611.01
11	6348	6	29	40.60 LF	\$ 547.98
12	6348	6	30	40 LF	\$ 539.88
13	6348	6	31	40 LF	\$ 539.88
14	6348	6	32	40 LF	\$ 539.88
15	6348	6	33	40 LF	\$ 539.88
16	6348	6	34	40 LF	\$ 539.88
17	6348	6	35	40 LF	\$ 539.88
18	6348	6	36	40 LF	\$ 539.88
19	6348	6	37	40 LF	\$ 539.88
20	6348	6	38	38.24 LF	\$ 516.12
TOTAL:				829.00 LF	\$11,189.02

Signed: *Samuel T. Kouri*
Title: Samuel T. Kouri, City Engineer

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Pablo I. & Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Tzu, Ching Wen. 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa Beas, Arturo 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Russell, Stanley T. 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave. Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 2445 W Whittier Blvd Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

**CITY OF MONTEBELLO
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1**

**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT DISTRICT BOUNDARY MAP**

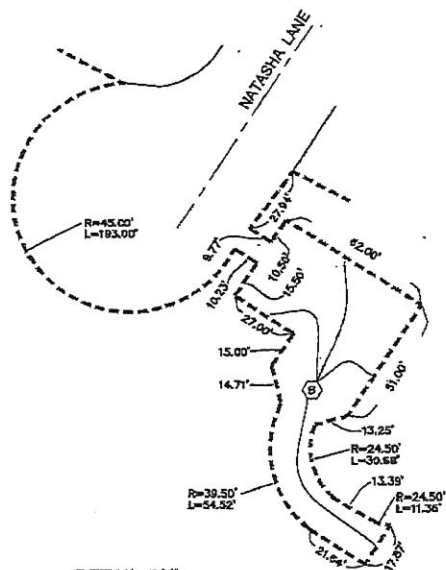
EXHIBIT "A"

LEGEND:

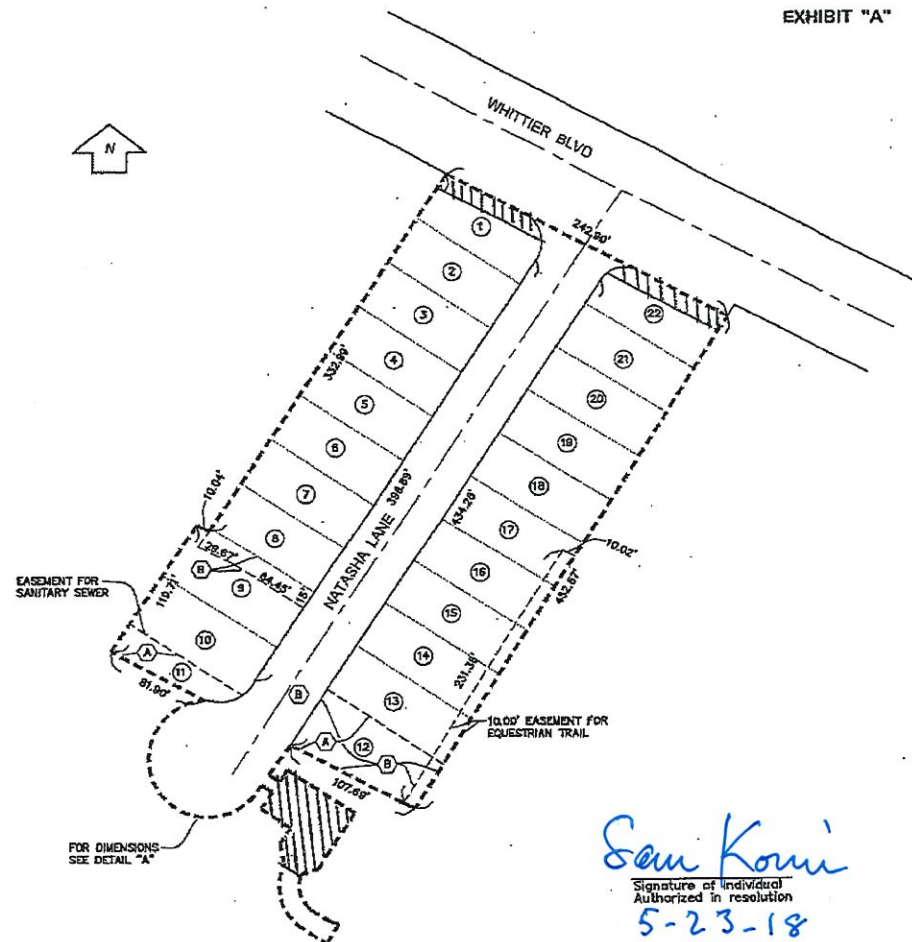
- (A) ALL OF LOTS 11 AND 12 ARE EASEMENT TO THE CITY OF MONTEBELLO FOR SANITARY SEWER PURPOSES.
- (B) EASEMENT TO THE CITY OF MONTEBELLO FOR COVERED STORM DRAIN, APPURTENANT STRUCTURES AND INGRESS AND EGRESS PURPOSES.

AREAS OF MAINTENANCE

7-3 LANDSCAPE ASSESSMENT DISTRICT AREA



DETAIL "A"



**NATASHA LANE PROPOSED
LANDSCAPING ASSESSMENT BOUNDARY MAP**

Sam Kouri
Signature of individual
Authorized in resolution
5-23-18
Date

PLANS PREPARED BY: AAE INCORPORATED

AAE Consulting, Management & Surveying
 226 Voltaire Avenue, Suite 250
 St. Louis, MO 63103
 Tel: 773-441-5555 Fax: 773-441-0746
 aae@aol.com

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING THE FINAL ENGINEER'S REPORT, ASSESSMENT DIAGRAM AND ASSESSMENT FOR NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 19-52 ordered the preparation of the Final Engineer's Levy Report ("Report") for the Natasha Lane Landscape Assessment District No. 2005-1 of the City of Montebello ("District"), for the operation, maintenance and servicing of the landscaping, and any other appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements");

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk 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 operation, maintenance, and servicing of the improvements, and that report has been presented to and considered by the City council;

WHEREAS, the Report recommends that the Fiscal Year 2019-2020 assessment for the District be identical to that imposed during the previous two fiscal years;

WHEREAS, on June 12, 2019, the City Council approved Resolution No. 19-52 adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2019-2020 , and scheduling a public hearing for July 10, 2019 on the proposed assessments;

WHEREAS, the proposed assessments for Fiscal Year 2019-2020 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIID, and thus the proposed Fiscal Year 2019-2020 assessments may be levied after a properly noticed public hearing thereon has been held;

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2019-2020.

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

SECTION 1. Findings. The City Council finds:

- (a) The preceding recitals are true and correct;
- (b) The requirements of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code have been satisfied;
- (c) The requirements of Section 53753 of the Government Code have been satisfied;
- (d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the Improvements during Fiscal Year 2019-2020 contained in the Final Engineer's Report, which is on file with the City Clerk of the City Council, are based on benefits derived by such lots and parcels from the availability of the Improvements, and are not based on the ownership or value of such lots and parcels;
- (e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the Improvements within the District;
- (f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the Improvements;
- (g) The proportionate special benefit derived by each such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the Improvements;
- (h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;
- (i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

- (a) The installation or planting of landscaping, including, but not limited to, street trees, parkways and median islands;

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

(c) The maintenance and servicing of any of the foregoing.

SECTION 3. Confirmation of Report. The Report and the assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the Improvements in the District for fiscal year 2018-19 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 22594 of the Streets and Highways Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the Improvements during Fiscal Year 2019-2020 contained in the Report, and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this resolution, together with the confirmed diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 22645 of the Streets and Highways Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the Improvements 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--Anaheim--Riverside Area; 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 seven and one-half percent (7.5%) 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 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same Improvements provided by the District.

ADOPTED, SIGNED AND APPROVED this 10th day of July, 2019.

Jack Hadjinian, Mayor

ATTEST

APPROVED AS TO FORM

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul L. Talbot, Interim City Manager

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

SUBJECT: Public Hearing to consider the adoption of a Resolution confirming the Final Engineer's Report, the assessment diagram for Assessment District No. 2005-2 for Natasha Lane Sewer Pump Station and Storm Water Pump Station, and to levy assessments on assessable lots and parcels of land in said District for Fiscal Year 2019-2020

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Adopt the attached Resolution confirming the Final Engineer's Report, the Assessment Diagram for Assessment District No. 2005-2, and the levying for the Fiscal Year 2018-2019 assessments for the Natasha Lane Sewer Pump Station and Storm Drain Pump Station on assessable lots and parcels of land in the District,
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On June 12, 2019, the City Council adopted Resolution No. 19-53 approving the Preliminary Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station within Assessment District No. 2005-2 and set the public hearing for July 10, 2019 to consider Fiscal Year 2019-2020 annual assessment levies.

Natasha Lane is a twenty-unit housing development located south of Whittier Boulevard and east of Bluff Road. This development was completed in September of 2005. Due to the topography of the site, a new sewer pump station and a storm water pump station were installed with this development. The City is responsible for the operation and maintenance of the pump stations. To offset the costs, each home is annually assessed a portion of the total annual sewer and storm water pump station operation and maintenance costs based on the frontage of each home on Natasha Lane.

ANALYSIS

The attached Final Engineer's Report for the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District 2005-2 was based on the Preliminary Engineer's Report which was approved by the City Council under Resolution 19-53, dated June 12, 2019. Each home was assessed a portion of the total annual Sewer Pump Station and Storm Water Pump maintenance cost based on the amount of street frontage of each home. The average annual assessment per home is \$566.55. This is an increase of 3.3% over the last fiscal year (or 3.3%) based on the average statewide Consumer Price Index (CPI) for the last twelve (12) months, and the attendant increase in maintenance costs. The attached Engineer's Report identifies the properties to be assessed and the annual assessment for each property.

After conducting a public hearing, the City Council will consider confirming the Final Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-2 and levying the proposed assessment on the applicable lots and parcels within the District.

FISCAL IMPACT

The properties benefiting from the storm water and sewer pump facilities are to be assessed the maintenance and replacement costs established for Fiscal Year 2019-2020 operation and maintenance and replacement of these improvements. This assessment district is operating at a deficit. Funding sources will need to be established to address the deficit. There is no fiscal impact on the General Fund.

SUMMARY

On June 12, 2019 the City Council adopted Resolution No. 19-53 approving the Preliminary Engineer's Report for Natasha Lane Sewer Pump Station and Storm Water Pump Station within Assessment District No. 2005-2 and set the public hearing for July 10, 2019 to consider Fiscal Year 20189-2020 annual assessment levies for the properties located on Natasha Lane. Natasha Lane is located south of Whittier Boulevard and east of Bluff Road. A twenty unit housing development is located along Natasha Lane. As part of the development, sewer and storm water pump stations were installed to accommodate the operation of the sewer lines and storm drain systems. The attached resolution establishes the levy of annual assessment to fund the maintenance and operation and replacement costs for the sewer and storm water pump stations. Notices advising residents in the affected area of the consideration of the Preliminary Engineer's Report and the Public Hearing on July 10, 2019 were mailed on June 24, 2019.

ATTACHMENTS

Final Engineer's Report
Exhibit Map
Resolution

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

Jack Hadjinian, Mayor

Salvador Melendez, Mayor Pro Tem

Kimberly Cobos-Cawthorne, Councilmember

Angie Jimenez, Councilmember

David N. Torres, Councilmember

Final Engineer's Report
July 10, 2019

**CITY OF MONTEBELLO
FINAL ENGINEER'S REPORT
NATASHA LANE SEWER PUMP STATION
AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
FISCAL YEAR 2019-2020**

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 sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2018 thru June 30, 2019.

SECTION II: PLANS

The Plans showing size and locations of sewer & storm water pumping stations are incorporated by reference. All of above mentioned items are on file in the office of the City Engineer.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm water pump stations shall be maintained in such a manner as to keep the systems in good working condition at all times.

The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURE

FY 2019-2020 BEGINNING FUND BALANCE (ESTIMATED)	(\$22,167.45)
FY 2019-2020 PROJECTED REVENUE	
Natasha Lane Sewer Pump Station & Storm Water Pump Station Assessment District	\$ 11,331.09
TOTAL REVENUE AVAILABLE FOR FY 2019-2020	(\$10,836.36)
FY 2019-2020 PROJECTED EXPENDITURES	
Maintenance and Operation	\$ 9,484.99
Contractual Services Agreement	\$ 10,425.00
Administrative Overhead (L.A. County)	<u>\$ 1,000.00</u>
TOTAL EXPENDITURES	\$20,909.99
PROJECTED BALANCE (JUNE 30, 2020)	
FY 2018-2019 Available Revenue	(\$10,836.36)
FY 2019-2020 Anticipated Expenditure	\$ 20,909.99
ASSESSMENT DISTRICT RESERVES	(\$31,746.35)

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 Engineer.

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments. The "Municipal Improvements Act of 1913" and Article XIID of the State Constitution require that assessments must be based on the estimated special benefits for the properties improvements. In addition, Article XIID, 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 a 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 an apportionment of the costs to properties which specially benefit from the improvements rests with the Assessment 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 Engineers 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 is used as the basis for apportioning costs to each property within the Assessment District as follows:

CITY OF MONTEBELLO
NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

PROPOSED ASSESSMENT ROLL FOR FY2019-2020

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	\$ 617.15
2	6348	6	18	41 LF	\$ 559.93
3	6348	6	19	41 LF	\$ 559.93
4	6348	6	20	41 LF	\$ 559.93
5	6348	6	21	41 LF	\$ 559.93
6	6348	6	22	41 LF	\$ 559.93
7	6348	6	23	41 LF	\$ 559.93
048	6348	6	24	41.70 LF	\$ 579.15
9	6348	6	25	52 LF	\$ 710.15
10	6348	6	26	45.27 LF	\$ 618.23
11	6348	6	29	40.60 LF	\$ 554.46
12	6348	6	30	40 LF	\$ 546.27
13	6348	6	31	40 LF	\$ 546.27
14	6348	6	32	40 LF	\$ 546.27
15	6348	6	33	40 LF	\$ 546.27
16	6348	6	34	40 LF	\$ 546.27
17	6348	6	35	40 LF	\$ 546.27
18	6348	6	36	40 LF	\$ 546.27
19	6348	6	37	40 LF	\$ 546.27
20	6348	6	38	38.24 LF	\$522.21
TOTAL				829 LF	\$ 11,331.09

Signed: *Samuel T Kouri*
Title: Samuel T. Kouri, City Engineer

CITY OF MONTEBELLO
NATASHA LANE S SEWER AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Qui 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Figuerrez, Gabriel 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa Beas, Arturo 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Russell, Stanley T. 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 129 Natasha Lane Montebello, CA 90640
6348-006-024	133 Natasha Lane Montebello, CA 90640	Avila, Roman 14676 Danbrook Dr. Whittier, CA 90604
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Michael 1000 W Madison Ave Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

CITY OF MONTEBELLO
NATASHA LANE S SEWER AND STORM WATER PUMP STATIONS
ASSESSMENT DISTRICT NO. 2005-2

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-029	136 Natasha Lane Montebello, CA 90640	Nguyen, Sonny 136 Natasha Lane Montebello, CA 90640
6348-006-030	132 Natasha Lane Montebello, CA 90640	Hernandez, Rodel & Rosemarie 132 Natasha Lane Montebello, CA 90640
6348-006-031	128 Natasha Lane Montebello, CA 90640	Li, Yee Lok 8002 Alpaca St. Rosemead, CA 91770
6348-006-032	124 Natasha Lane Montebello, CA 90640	Fragoso, Oscar 124 Natasha Lane Montebello, CA 90640
6348-006-033	120 Natasha Lane Montebello, CA 90640	Minasian, Michael 1000 W. Madison Ave Montebello, CA 90640
6348-006-034	116 Natasha Lane Montebello, CA 90640	Minasian, Murad M. 336 N. 10 th Street Montebello, CA 90640
6348-006-035	112 Natasha Lane Montebello, CA 90640	Jimenez, Rosendo & Consuelo 112 Natasha Lane Montebello, CA 90640
6348-006-036	108 Natasha Lane Montebello, CA 90640	Lopez, Gaspar Soria 108 Natasha Lane Montebello, CA 90640
6348-006-037	104 Natasha Lane Montebello, CA 90640	Perez, Raymond 104 Natasha Lane Montebello, CA 90640
6348-006-038	100 Natasha Lane Montebello, CA 90640	Aviles, Judith Carolina 100 Natasha Lane Montebello, CA 90640

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

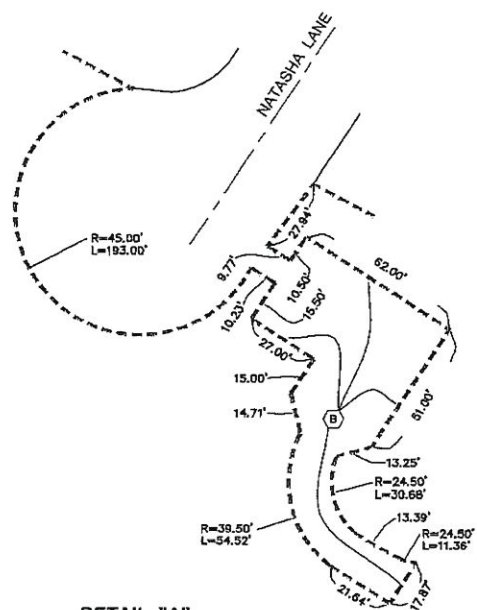
**NATASHA LANE PROPOSED
SEWER AND STORM DRAIN
PUMP STATION DISTRICT ASSESSMENT BOUNDARY MAP**

EXHIBIT "A"

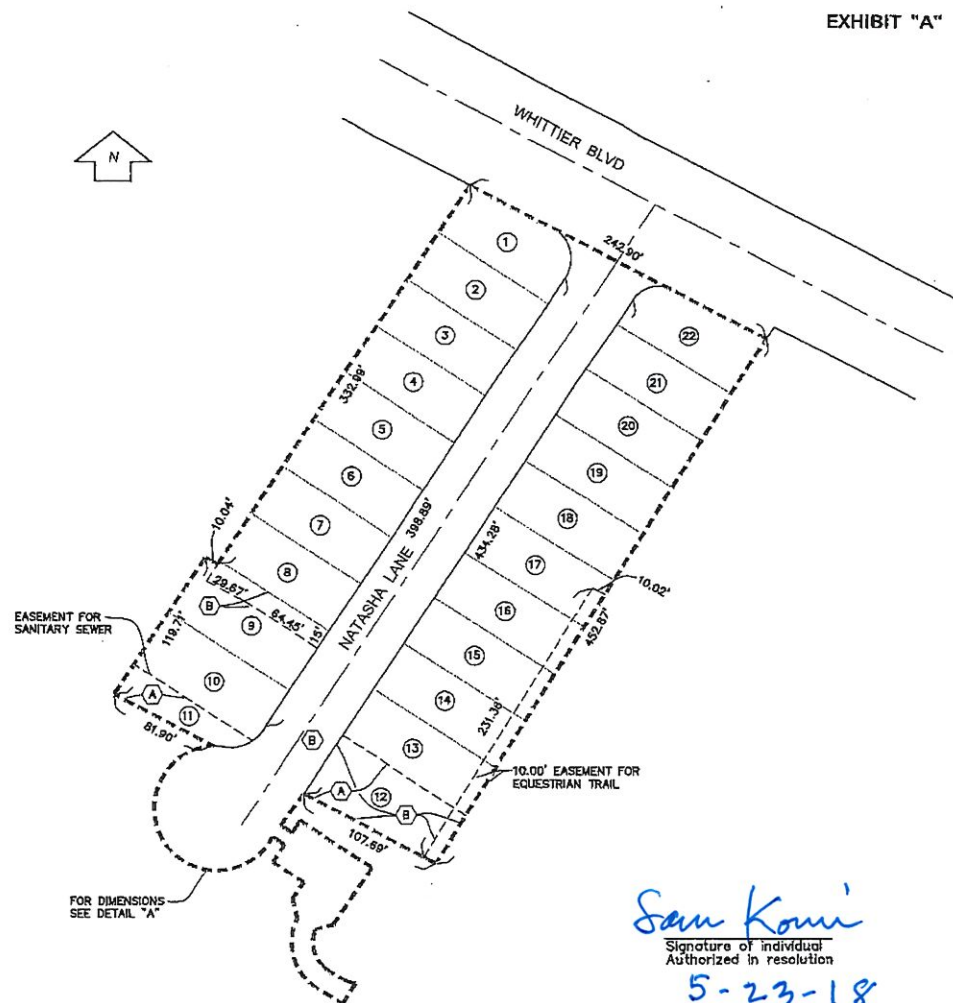
LEGEND:

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

BOUNDARY OF ASSESSMENT DISTRICT



DETAIL "A"



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

Sam Kouri
Signature of individual
Authorized in resolution
5-23-18
Date

PLANS PREPARED BY: AAE INCORPORATED

 Construction Management & Surveying

807 Valencia Avenue, Suite 250
Brea, CA 92622
Tel: (714) 844-1100 Fax: (714) 844-0799

e-mail: aae@aaeinc.com

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONFIRMING DIAGRAM AND ASSESSMENT FOR NATASHA LANE SEWER PUMP STATION AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2019-2020

WHEREAS, on June 12, 2019 pursuant to the Benefits Assessment Act of 1982, the City Council of the City of Montebello adopted Resolution No. 19-53, approving the Preliminary Engineer's Report, the assessment diagram for Assessment District No. 2005-2 and the annual assessments for Natasha Lane Sewer and Storm Water Pump Stations. At this meeting, the City Council also declared its intention to levy assessments on the lots and parcels of property therein for Fiscal Year 2018-2019 for the maintenance and operation of sewer and storm water pump stations, and any appurtenant improvements. In addition, the City Council directed staff to schedule a public hearing on the proposed levy and collection of assessments for 5:30 p.m. on July 10, 2019 as required by Section 53753 of the Government Code;

WHEREAS, for purposes of levying the proposed assessments on the lots and parcels of property within the District, the Engineer's Report prepared by City Engineer, with respect to the proposed assessments and the Assessment diagram contained therein, which is on file with the City Clerk of the City Council, allocates the estimated costs of the improvements within the District and proposes the levy of assessments on the parcels within the District;

WHEREAS, pursuant to Resolution No. 19-53, and in the absence of major objections against the imposition of the assessment, the City Council shall approve the Report with respect to levy such assessment on property within the District;

WHEREAS, on July 10, 2019, the City Council held the hearing and afforded all interested persons an opportunity to present testimony, and considered all objections or protests to the proposed assessments;

WHEREAS, at the conclusion of said hearing, it was determined that a majority protest to the levy of the proposed assessments does not exist; and

WHEREAS, the City Council may proceed, pursuant to Section 54711 of the Government Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of property in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2019-2020.

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

SECTION 1. Findings. The City Council finds:

- (a) The preceding recitals are true and correct;
- (b) The requirements of the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the Government Code have been satisfied;
- (c) The requirements of Section 53753 of the Government Code have been satisfied;
- (d) The assessments proposed to be levied on the assessable lots and parcels of land in the District for the improvements during Fiscal Year 2019-2020 contained in the Engineer's Report, which is on file with the City Clerk of the City Council (the "Report"), are based on benefits derived by such lots and parcels from the availability of the improvements, and are not based on the ownership or value of such lots and parcels;
- (e) For purposes of levying the proposed assessments on the lots and parcels of property within the District, the Report and the Assessment diagram contained therein allocates the estimated costs of the installation, operation, maintenance and servicing of the improvements within the District;
- (f) Such assessments are based on special benefit conferred upon each such lot or parcel from the payment of the costs of the installation, operation, maintenance and servicing of the improvements;
- (g) The proportionate special benefit derived by each of such lot or parcel has been determined in relationship to the entirety of the cost of the installation, operation, maintenance and servicing of the improvements;
- (h) The amount of the assessment which is to be levied on each such lot or parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that lot or parcel;
- (i) The City Council may proceed to adopt a resolution confirming the assessments to be levied on assessable parcels of property in the District; and

SECTION 2. Improvements. The improvements authorized for the District are:

Maintenance and operation of sewer and storm water pump stations.

SECTION 3. Confirmation of Report. The Engineer's Report with the Assessment diagram and the assessment contained therein for the payment of the costs of the installation, operation, maintenance and servicing of the improvements in the District for Fiscal Year 2019-2020 are confirmed.

SECTION 4. Levy of Assessments. Pursuant to Section 54715 of the Government Code, the adoption of this resolution constitutes the levy of the assessments on assessable lots and parcels of property in the District for the installation, operation, maintenance and servicing of the improvements during Fiscal Year 2019-2020, as contained in the Report and such assessments are levied. The City Clerk of the City Council is directed to file a certified copy of this Resolution, together with the confirmed Assessment diagram and assessment contained in the Report, with the County Auditor of the County of Los Angeles, who, pursuant to Section 54716 of the Government Code, shall enter on the County Assessment Roll opposite each lot or parcel of land the amount assessed thereupon, as shown in said assessment.

SECTION 5. Duration of Assessments; Annual Adjustment for Increased Costs. The assessments which are to be levied on lots and parcels in the District shall be levied annually as long as the assessments are necessary to finance the cost of the improvements 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-Anaheim-Riverside Area; 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 seven and one-half percent (7.5%) 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 6. Detachment of Territory. All assessable lots or parcels included within the District that are also included in existing Landscaping, Lighting and Park District No. 1 and are subject to the levy of assessments by Landscaping, Lighting and Park District No. 1 are hereby detached from Landscaping, Lighting and Park District No. 1 to the extent that the assessments levied by Landscaping, Lighting and Park District No. 1 finance the same improvements provided by the District.

ADOPTED AND APPROVED this 10th day of July, 2019.

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Acting City Manager

BY: Danilo Batson, Assistant City Manager / Director of Public Works
Sam Kouri, City Engineer
John W. Lam, Deputy City Attorney

SUBJECT: **Approval of Final “A” Map for Tract Map No. 70420, Montebello Hills Specific Plan Project Located at 1400 N. Montebello Boulevard (Toll Brothers/Sentinel Peak Resources)**

DATE: June 26, 2019

RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. Approving the Final “A” Map for Vesting Tract Map No. 70420, Montebello Hills Specific Plan Project located at 1400 N. Montebello Boulevard (“Montebello Hills Project”);
2. Authorizing the City Clerk, City Treasurer, and City Engineer to execute the Certificate on the map showing the City’s approval of Final “A” Map for Tract Map No. 70420; and
3. Authorizing the Mayor and Director of Public Works to execute the Subdivision Improvement Agreement.
4. Take such additional, related action that may be desirable.

BACKGROUND

On June 10, 2015, the City of Montebello (“City”) approved Vesting Tentative Tract Map No. 70420 (“VTTM No. 70420”) for the Montebello Hills Project. The Montebello Hills Project is a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and 343

combined acres open space, 263.2 acres of which will be dedicated as habitat reserve for the California Gnatcatcher.

ANALYSIS

Consistent with the previously approved VTTM No. 70420, a Final “A” Map for the Montebello Hills Project is being submitted for approval by Toll Brothers. The Final “A” Map consists of 78 total lots, which consists of 5 larger residential lots or “blobs” and 73 other lots that will be used for such purposes as streets, parks, landscape areas, water facilities, slopes, public trails, oil production, emergency access, and 343 acres of combined open space and habitat conservation area. This is the first phase of the previously approved VTTM No. 70420 and the Developer will be required to submit a separate B level subdivision map that further subdivides the large residential blobs into individual residential lots at the B Map Phase.

Pursuant to Section 16.16.030 of the Montebello Municipal Code and Section 66456.1 (b) of the Subdivision Map Act, “multiple final maps relating to an approved or conditionally approved tentative map can be filed prior to the expiration of the final map if, after filing of the tentative map, the local agency and the subdivider concur in the filing of multiple final maps.”

This Final “A” Map (Attachment 2) has been examined and checked for compliance with Title 16 of the Montebello Municipal Code and the California Subdivision Map Act. Under State law, a legislative body may not deny approval of a final map if it finds that the proposed final map is in substantial compliance with the previously approved tentative map and map conditions (Gov. Code §§ 66473, 66474.1). The City Engineer determined that the Final “A” Map substantially complies with the previously approved VTTM No. 70420, Montebello Hills Project Specific Plan (“Specific Plan”), and Environmental Impact Report. In addition, City’s Planning Manager has also determined that the Final “A” Map is in substantial conformance with the Specific Plan. Staff has included a matrix addressing each of the conditions that must be satisfied prior to the recordation of this Final “A” Map (Attachment 3).

A Subdivision Improvement Agreement for the necessary backbone improvements required for this subdivision is included as (Attachment 4). All appropriate bonds have been posted as security for the Subdivision Improvement Agreement and are on file in the Office of the Director of Public Works.

ENVIRONMENTAL

An Environmental Impact Report (“EIR”) and Mitigation Monitoring and Reporting Program was certified for the Montebello Hills Project on June 10, 2015 pursuant to the California Environmental Quality Act (“CEQA”) Guidelines and local procedures for CEQA implementation. This action of approving the Final “A” Map is a ministerial action and is exempt under CEQA, Statutory Exemptions, Section 15268(b)(3) Ministerial Projects (approval of final subdivision maps), Public Resources Code Section 21080(b)(1), and is

a necessary action included within the Scope of the above referenced EIR. Therefore, no further environmental review is required.

Upon approval of this Final “A” Map by the City Council, a Notice of Exemption (Attachment 5) will be filed with the County Clerk of the County of Los Angeles.

FISCAL IMPACTS

There is no impact on the City’s General Fund.

SUMMARY

The City Council will consider approval of the Final “A” Map for Tract Map No. 70420, Montebello Hills Specific Plan Project located at 1400 N. Montebello Boulevard and authorizing the execution of the Subdivision Improvement Agreement.

ATTACHMENT(S)

Attachment “1” – Resolution

Attachment “2” – Final “A” Map (available in City Clerk’s Office)

Attachment “3” – Substantial Conformance Matrix

Attachment “4” – Subdivision Improvement Agreement

Attachment “5” – Notice of Exemption

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING THE MONTEBELLO HILLS
SPECIFIC PLAN PROJECT FINAL “A” MAP FOR TRACT MAP
NO. 70420 AND APPROVING AND AUTHORIZING THE
EXECUTION OF THE SUBDIVISION IMPROVEMENT
AGREEMENT**

WHEREAS, the City of Montebello (“City”) approved the Vesting Tentative Tract Map No. 70420 (“VTTM No. 70420”) for the Montebello Hills Specific Plan Project on June 25, 2015 to allow the development of a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and a 262 acre habitat reserve dedicated to the conservation of the California Gnatcatcher;

WHEREAS, consistent with the approved VTTM No. 70420, Toll Brothers submitted to the City for approval a Final “A” Map for Tract Map No. 70420, the Montebello Hills Specific Plan Project, which is the first Final Map of multiple phased final maps of the previously approved VTTM No. 70420;

WHEREAS, the City Engineer and staff have reviewed the propose Final “A” Map and find it to be technically correct and that proposed Final “A” Map substantially complies with the previously approved VTTM No. 70420, the Montebello Hills Specific Plan, and all applicable conditions of approval have been substantially satisfied;

WHEREAS, a Subdivision Improvement Agreement is required for this Final “A” Map, which has been approved by the City Attorney and requisite bond security for the construction of the required improvements have been posted; and

WHEREAS, the City has determined that the Final “A” Map is exempted from the California Environmental Quality Act (“CEQA”), Title 14 of the California Code of Regulations Section 15268(b)(3), Ministerial Projects – approval of final subdivision maps and under Public Resources Code Section 21080(b)(1).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

SECTION 1. The City Council hereby finds that the Final “A” Map is consistent with the General Plan, Montebello Hills Specific Plan, the California Subdivision Map Act, and is in substantial compliance with the previously approved Vesting Tentative Tract Map No. 70420.

SECTION 2. The Final “A” Map of Tract Map No. 70420 is hereby approved, and the City Clerk, City Treasurer, and City Engineer are authorized to execute the certificate on the Final “A” Map showing the City’s approval.

SECTION 3. The City Council further authorizes the Mayor and Director of Public Works to execute the Subdivision Improvement Agreement in substantially the same form as attached to the staff report accompanying this Resolution.

SECTION 4. The approval of this Final “A” Map is exempt from the CEQA, Title 14 of the California Code of Regulations Section 15268(b)(3), Ministerial Projects – approval of final subdivision maps and Public Resources Code Section 21080(b)(1).

SECTION 5. If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 10th day of July 2019.

Jack Hadjinian, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

MONTEBELLO HILLS SPECIFIC PLAN

VESTING TENTATIVE MAP TRACT MAP 70420

CONDITIONS OF APPROVAL AND MITIGATION MONITORING AND REPORTING PROGRAM STATUS OF PERFORMANCE

(July, 2019 Final “A” Map)

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
PLAN PLANNING CONDITIONS					
1. PDFs will become Conditions. Each and every PDF contained in the Final Environmental Impact Report for the proposed Project, certified by the City Council on June 10, 2015, shall be made an express condition of approval and shall be treated as though set forth fully herein.	Toll/SPR ¹ as appropriate	This matrix identifies mitigation measures required prior to Final “A” map approval and those that are not applicable until post-Final ‘A’ Map (referred to as the “Final Tract Map” for purposes of this matrix.) The City certified the Final EIR on June 10, 2015.	City Engineer	Reso. No. 15-32 adopted by the City Council on June 10, 2015.	
2. The applicant shall defend, indemnify, and hold harmless the City of Montebello and its officials, officers, employees, and agents from and against any claim, action, or proceeding against the City of Montebello, its officials, officers, employees or agents to attack, set aside, void, or annul any approval or conditional approval of the City of Montebello concerning the Montebello Hills Specific Plan project and/or land use decision related thereto, including but not limited to any approval or	Toll/SPR as appropriate	SPR’s predecessor Cook Hill Properties indemnified City prior to Project Approvals. Toll has indemnified City as part of final map process.	City Attorney	See 6/17/2019 Final Map (Title of Monitoring Report or Recording Document (if applicable))	

¹ The subdivider is Toll Brothers, Inc. (“Toll”) and the property owner is Sentinel Peak Resources (“SPR”).

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
conditional approval of the City Council, Planning Commission, or City Staff, which action is brought within the time period provided for in Government Code Section 66499.37 or other provision of law applicable to this project or decision. The City shall promptly notify the Applicant of any claim, action, or proceeding concerning the Montebello Hills Specific Plan project and/or land use decision related thereto and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officials, officers, employees, and agents in the defense of the matter.					
3. Each and every mitigation measure contained in the Mitigation Monitoring and Reporting Program for the proposed Project, adopted by the City Council on 06/10/2015, shall be made an express condition of approval and shall be treated as though set forth fully herein.	Toll/SPR as appropriate	Prior to Final "A" Map or "B" Map as may be appropriate.	Planning and Community Development/Dept. of Public Works	See 6/17/2019 Final Map	
4. This approval shall become null and void if final maps have not been timely filed prior to the expiration date in accordance with provisions of the Subdivision Map Act. An extension of time may be granted by the City Council upon submittal of a formal application, required exhibits and appropriate fees in accordance with the City's Ordinances. In granting any such time extension, the City of Montebello may impose new conditions and standards on the Vesting Tentative Tract Map, and subsequent tract maps, pursuant to Section 66498.1(e) of the Government Code.	Toll	No extension requested.	City Attorney has confirmed term of VTTM 70420.	See 6/17/2019 Final Map	
5. The Vesting Tentative Tract Map is granted for all boundary lines, easements, rights-of-way, and construction of off-site improvements as shown on the Vesting Tentative Tract Map date	Toll	VTTM was approved on June 10, 2015. The EIR litigation tolled the effective date of the VTTM until July 24, 2018 and the map term	City Attorney has confirmed term of VTTM 70420. City Engineer/City	Resolution Number 17-46 (acknowledges prior approval of Vesting Tentative Tract Map)	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
stamped 3/30/2015, and as modified by the Conditions of Approval for this project. The Final Tract Map(s) shall be in substantial compliance with the Vesting Tentative Tract Map and the Conditions of Approval for this project.	Toll	expires July 24, 2020.	Council		
6. All off-site public improvements shall be located within public rights-of-way or easements for public purposes. The Vesting Tentative Tract Map approval is subject to the applicant's acceptance of the City of Montebello's requirements for acquisition of said public rights-of-way and public easements, including the Applicant's financial responsibility. The Director of Public Works shall have the authority to withhold approval of any affected improvement plans for failure to satisfy this condition.	Toll	This condition was fulfilled since it was required to be completed before VTM 70420 was approved on June 10, 2015.	Director of Public Works ²	Resolution Number 17-46 (acknowledges prior approval of Vesting Tentative Tract Map) See Street Improvement Plans dated 4/8/2019 and Public Sewer Improvements Plan dated 6/4/2019.	
7. The Applicant shall participate in on-site and off-site water service improvements as may be required by the serving water purveyor.	Toll	Ongoing duty	City Engineer	April 29, 2019 Central Basin Municipal Water District	
8. The Applicant shall submit "Will Serve" letters from ALL utility companies who will be required to serve the new site, including but not limited to, San Gabriel Valley Water Company, Southern California Gas, Southern California Edison, AT&T and Cable Provider prior to the recordation of the Final Tract Map.	Toll	Will serve letters Dated 11/2018-5/3/2019 as indicated below.	Public Works Dept.	See Final Map and City Engineer Plan Check Los Angeles County Sanitation District dated 01-29-19 Central Basin Municipal Water District, dated 04-29-19	
9. The Applicant shall provide a dry Utility Plan showing the Point of Connection to the utility mainline	Toll	Completed – See Sheet #3 of 6/13/2019.	Public Works Dept.	See Dry Utility Composite Plan, dated 6/13/19	

² Director of Public Works and Director of Planning or their designee.

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
and the onsite termination point for all utilities.					
10. When construction is complete, the Applicant shall provide a Master Utility Plan to the Public Works Department.	Toll	Not applicable until post-final 'A' map.	Public Works Dept.	Final "A" Map with Utility Plan	
11. The Applicant's engineer shall coordinate with all utility companies during the design phase of the Vesting TTM and shall ensure that required public improvements resulting from the proposed project are not in conflict with existing or proposed utilities.	Toll	This condition was a prerequisite to the approval of the VTTM on June 10, 2015,	City Engineer	See Street Improvement Plans dated 4/8/2019	
12. The Applicant shall be responsible for informing all consultants, contractors, subcontractors, engineers, or other related disciplines providing services related to the project of their responsibilities to comply with all pertinent requirements in the Montebello Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City.	Toll	Ongoing duty	Planning Department	(Title of Monitoring Report)	
13. The Applicant shall be responsible for the on-going maintenance and upkeep of undeveloped portions of the site during the phasing of the project including, but not limited to, NPDES requirements.	Toll	Sentinel/Toll are responsible for ongoing maintenance of the site during project phasing. Hydrology study prepared for VTTM on July 15, 2008 and updated on April 2019.	City Engineer	April 2019 Montebello Hills Development City of Montebello Drainage Report Volume 1 and Low Impact Development (LID) Plan for Montebello Hills Tentative Tract 70420 (Prepared by Wilson Mikami Corporation)	
14. Prior to the issuance of the first mass grading permit, construction staging and access plans shall be submitted to the Director of Public Works. The Applicant shall provide for controlled/restricted ingress and egress on to existing City streets during construction of improvements other than residential development. Plans for such controls/restrictions shall be submitted to the Director of Public	Toll	Prior to issuance of Mass Grading Permit.	Director of Public Works	N/A (Title of Monitoring Report)	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
Works for review and approval.					
15. The Applicant shall complete the construction of those street improvements (i.e., both public and private) outlined in the approved FEIR Traffic Study, and pursuant to the timing for such improvements as stated in the FEIR, where such improvements intersect existing public rights-of-way. The phased improvements shall include at a minimum, all required improvements on Montebello Boulevard, on Plaza Drive, and at the intersections of Montebello Boulevard and 'A' Street, Montebello Boulevard and Paramount Boulevard and 'B' Street and Plaza Drive and the widening of Montebello Boulevard, as determined by the Director of Public Works, in consultation with the Applicant.	Toll	Not applicable until post-final 'A' map.	Director of Public Works	See Street Improvement Plans dated 4/8/2019	
THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE APPROVAL OF THE FINAL TRACT MAP					
16. The Applicant shall comply with all provisions of the latest Subdivision Map Act, the City's Municipal Code, other City ordinances, and the Building Code. Where applicable, these provisions must be met prior to recording the Final Tract Map.	Toll	Project in substantial conformance as demonstrated in this matrix.	City Engineer/City Council	See 6/17/2019 Final "A" Map and this Matrix.	
17. A Final Tract Map must be processed through the Director of Public Works Office prior to being filed with the Registrar-Recorder/County Clerk's Office.	Toll	Final map will be approved by City Engineer prior to City Council Approval and prior to Recordation	City Engineer/City Council	See 6/17/2019 Final "A" Map	
18. The map shall be prepared from a field survey in accordance with standard industry practice.	Toll	Field survey conducted in November 2018	N/A	See Sheets 5-7 of the 6/17/2019 Final "A" Map	
19. The Applicant shall provide legal description and reference mapping.	Toll	Legal description and reference mapping in the Preliminary Title Report (dated April 3, 2019)	City Engineer	Preliminary Report and See 6/17/2019 Final "A" Map	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
20. The Applicant shall provide a title report/guarantee updated within 90 days of submittal to the City of the Final Tract Map, showing all fee owners and interest holders when a Final Tract Map is submitted for plan check. This account must remain open until the Final Tract Map is filed with the County Recorder.	Toll	Prior to final map approval. [Toll to provide title guarantee]	City Engineer	(Title of Monitoring Report)	
21. An updated title report/guarantee must be submitted ten (10) working days prior to Final Tract Map approval by City. Following Final Tract Map filing, a title report guarantee is to be submitted to the City.	Toll	April 3, 2019 title report submitted with Final "A" Map [Toll to provide title guarantee.]	City Engineer	Preliminary Report and See 6/17/2019 Final "A" Map	
22. The Final Tract Map as well as any and all subsequent tract maps shall be based on a field survey.	Toll	Field survey conducted in November 2018 and noted on Sheets 5-7 of the Final Tract Map	City Engineer	See Sheets 5-7 of Final "A" Map	
23. All field surveying for the proposed development, including the location and marking of all existing monuments and ties thereto and the setting of new monuments, shall be done by a state licensed surveyor. This includes the setting of centerline monuments and the preparation of centerline ties, all of which shall be done to the satisfaction of the Director of Public Works.	Toll	Field survey conducted in November 2018 and noted on pages 5-7 of the Final Tract Map. The setting of centerline monuments and the preparation of centerline ties will occur post-final 'A' map.	City Engineer	See Sheets 5-7 of Final "A" Map	
24. For each Final Tract Map submittal, the Applicant shall provide two copies of the Surveyor's closure calculations.	Toll	With filing of the Final Tract Map	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	
25. New boundary monuments shall be set in accordance with the City standards, professional surveying standards, and subject to approval by the Director of Public Works. The Applicant shall post a monument bond in an amount	City Engineer	At the time of Final "A" Map	City Engineer/ Director of Public Works	See Sheet 3 of 29 of 6/17/2019 Final Map See Bonds Submitted on 6/13/2019	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
satisfactory to the Director of Public Works to ensure the monuments have been found and new monuments set in a timely manner.					
26. All existing easements must be identified prior to Final Tract Map approval. If an easement is blanket or indeterminate in nature, a statement to that effect must be shown on the Final Tract Map including an area of location in lieu of its precise location.	Toll	Due upon the filing of the Final Tract Map. However, all known easements are already identified in the Preliminary Title Report (dated December 5, 2017)	City Engineer	See Sheet 4 of 29 of 6/17/2019 Final "A" Map and Preliminary Report Dated December 5, 2017	
27. The Applicant shall provide references for any existing, found, and/or set bench marks.	City Engineer	Due upon the filing of the Final "A" Map	City Engineer	See Sheet 3 of 29 of 6/17/2019 Final "A" Map	
28. The Applicant shall provide maps in digital format to the City and County of Los Angeles per County requirements. Submit a copy of the Final Tract Map on a CD disc in PC format. Submit signed Mylar originals of the Final Tract Map as a part of the recordation.	Toll	Due upon the filing of the Final "A" Map	City Engineer	6/17/2019 Final "A" Map	
29. The location, name of owner, type, boundary lines, identification and status of all existing easements shall remain on the Final Tract Map. The same applies to all new easements that are to be established or existing easements to be vacated. Easements that are to be tentatively required are subject to review by the City Engineer to determine the final locations and requirements.	Toll	Due upon the filing of the Final "A" Map	City Engineer	See Sheet 4 of 29 of 6/17/2019 Final "A" Map	
30. As a part of the Final Tract Map process, the Applicant shall incorporate into the project design all existing easements within the project boundaries, or obtain abandonment of said easements from the affected easement holder(s). If this requirement cannot be accomplished, the project shall be redesigned accordingly to the satisfaction of the Director of Public Works.	Toll	Due upon the filing of the Final "A" Map	City Engineer	See Sheets 3 and 4 of 29 of 6/17/2019 Final "A" Map	
31. Signatures of record title interests	Toll	Due upon the filing of	City Engineer	See Sheet # 1 of the Final "A" Map dated	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
are to appear on the Final Tract Map.		the Final "A" Map		17, 2019.	
32. A Master Covenant Agreement for maintenance of BMPs shall be recorded at the County of Los Angeles. The agreement shall include provisions for maintenance of private facilities, including compliance with an approved Storm Water Management Plan for any required BMPs including a maintenance exhibit. The Master Covenant Agreement shall be recorded concurrently with the filing of the Final Tract Map, at the discretion of the Director of Public Works.	Toll	[Toll to provide]	Director of Public Works	[Toll to provide]	
33. The Applicant shall comply with the current LARWQCB 401 and City of Montebello LID requirements and as shown on the Final Tract Map.	Toll	Toll filed an application for a Section 401 Water Quality Certification in March, 2019. LID measures shown in Final Map	City Engineer	LARWQCB is currently reviewing the Section 401 Water Quality Certificatoin.	
34. This project shall be designed and constructed in accordance with the storm water pollution control requirements of the Los Angeles Region of the California Regional Water Quality Control Board. Prior to the issuance of a grading permit, the applicant shall file a Notice of Intent with the Los Angeles Region of the California Regional Water Quality Control Board to comply with the applicable National Pollution Discharge Elimination System (NPDES) requirements for construction.	Toll	Toll to submit SWPPP dated _____, 2019. Toll will file a Notice of Intent with LARWQCB prior to commencement of grading.	City Engineer	Low Impact Development (LID) Plan for Montebello Hills Tentative Tract 70420 (Prepared by Wilson Mikami Corporation)	
35. All plans and construction of public works (streets, etc.) shall be per the City of Montebello Standards, Montebello Hills Specific Plan, the Greenbook or Caltrans Standards, as applicable depending on the location of the public works.	Toll		City Engineer	See Street Improvement Plans dated 4/8/2019	
36. The location and method of operation of any vehicle restricting	Toll	Not applicable until	Director of Public	See Street Improvement Plans dated 4/8/2019	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
gate shall be subject to the approval of the Director of Public Works, and the City Fire Department prior to issuing a permit for the construction of the gate as shown on the Final Tract Map.		post-final 'A' map.	Works and Fire Dept.		
37. Design of bus turnouts along Montebello Boulevard shall be subject to the approval of the Director of Public Works prior to issuance of the 1,000th building permit.	Toll	Prior to 1,000 th building permit.	Director of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	
38. The Applicant shall enter into a Subdivision Improvement Agreement and post securities for grading operations with the City and pay all applicable fees prior to recordation of "B" level builder tract maps. Grading activities extending beyond "B" level map boundaries shall require prior approval of the Director of Public Works and Director of Planning and Community Development. Such grading activity shall be reflected in the Subdivision Improvement Agreement for that particular "B" level tract map.	Toll	Backbone infrastructure approved with this Final "A" Map. In-tract improvements to be addressed in Final "B" Map.	Director of Public Works/Director of Planning	See 6/13/2019 Final Map Improvement Agreement and bonds for Final "A" Map.	
39. Grading Plans shall be submitted for review and approval by the Director of Public Works prior to the issuance of a grading permit.	Toll	Preliminary Grading Plan prepared by Wilson Makami as of 3/31/19 See Sheets 6 and 7 of Final "A" Map Grading Plans and Tentative Tract 70420 Sheet 6 and 7	Director of Public Works	Phase A Preliminary Grading Plan dated _____, 2019 and Tentative Tract Map 70420 (Sheet 6 and 7 of 10)	
40. The Applicant shall submit documentation to the Public Works Department verifying that the applicant has filed for Notice of Intention to Abandon/Re-abandon (Form OG 108) to DOGGR for any and all wells that are affected by grading activities prior to the issuance of grading permit(s).	Toll	Due prior to issuance of the grading permit City has indicated that a permit will need to be issued for well abandonment in addition to DOGGR	Dept. of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
41. Prior to recordation of the Final Tract Map, the Applicant shall obtain off-site easements from affected property owner(s) for all proposed off-site improvements and grading activities (slopes, drainage, walls, etc.). No drainage is to leave the tract map boundaries as sheet flow or flow in existing low areas or possible downhill drainage courses/paths. All drainage is to be controlled on site, collected into pipes/conduits and transported to a permitted point of discharge so as to not cause soil erosion and or sedimentation. Any such drains/conduits outside of the development shall be either in existing public rights-of-way or in easements as approved by the City. All drainage facilities shall be the responsibility of the applicant to maintain after construction until accepted for maintenance by a public or private entity.	Toll	Prior to recordation of Final "A" Map; maintenance is post-final "B" map.	Dept. of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	
42. Where run-off is intended to drain from the future residential area (174-acre residential area) on to the adjacent or abutting area under separate ownership (314-acre open space area), the Applicant shall submit a drainage acceptance letter for each affected property owner and submit it to the Director of Public Works as required by State law prior to recordation of the Final Tract Map.	Toll	Prior to recordation of Final "A" Map.	Director of Public Works	(Title of Monitoring Report or Recording Document (if applicable))	
43. A hydrology study and hydraulic report shall be prepared for the Final Tract Map and submitted to the Director of Public Works for review and approval prior to issuance of a grading permit for each phase. The respective hydrology studies and hydraulics reports shall address on-site and off-site conditions and impacts at a construction level of detail.	Toll	Prior to issuance of grading permit for each phase.	Director of Public Works	<u>Drainage Report</u> (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
44. In addition, approval shall be obtained from the Los Angeles County Department of Public Works and the U.S. Army Corps of Engineers who operate the Whittier Narrows Dam and Rio Hondo Channel for that phase of grading where drainage discharges to their facilities.	(See Condition 41 above)	No discharge proposed to Whittier Narrows Dam and Rio Hondo Channel.	City Engineer	N/A	
45. Prior to any work in the Whittier Narrows Dam area, the Applicant shall submit a copy of any necessary USACE Permit for that work. Any condition in the permit, which impacts project grading or construction should be detailed and noted on the plans. The Applicant shall submit a copy of the approved permit from the Army Corps of Engineers and the Los Angeles County Department of Public Works to the Director of Public Works. It is noted that the Final Tract Map and title report will indicate the provisions regarding easements granted to the United States of America for flowage and roadway associated with Whittier Narrows Dam.	(See Condition 41 above)	Toll/Sentinel applied for a new Section 404 Permit on 5/7/2019. Information submitted to City Engineer with Final "A" Map.	Director of Public Works	Department of the Army Permit (Number SPL-2008-00212-PHT) provisional permit issued but expired. New application filed with LA District of USACE on 5/7/2019.	
46. Any on-site and/or off-site storm drainage basins (temporary or permanent) for detention/retention/sedimentation control shall be sized to handle a minimum of fifty (50) year storm event. All such basins shall have outlet drains/conduits and overflow weirs with embankment protection and protected spillway for control of any overflow. All permanent basins which serve the development are to be in the ownership of the Applicant and shall meet the minimum lot area and dimension requirements pursuant to City Zoning. All permanent basins shall have provisions for maintenance cleaning and removal of sedimentation and debris and plant overgrowth and	Toll	The basin is sized to handle a minimum of fifty (50) year storm event. Maintenance not applicable until post-final 'A' map.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
repair of any eroded areas as needed in a timely manner by the owner or designated entity.					
47. For each Final "B" level Builder Tract Map, a sanitary sewer-area study shall be prepared and submitted to the Director of Public Works for review and approval.	Toll	Not applicable until after-Final 'A' Map and before Final "B" Map.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
48. No construction of structures using flammable materials shall be allowed until the water system has been installed and tested to the satisfaction of the Director of Public Works and City Fire Department demonstrating that the required fire protection flow and pressure is available from hydrants within a distance established by the Fire Department. The tests of the system shall be done using first the primary power sources and equipment and secondly using the redundant power sources and equipment.	Toll	Prior to issuance of building permits.	Director of Public Works/Fire Dept.	N/A (Title of Monitoring Report or Recording Document (if applicable))	
THE FOLLOWING CONDITIONS SHALL BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR HABITABLE STRUCTURES FOR ANY PHASE OF THE SUBDIVISION:					
49. The Applicant shall pay all fees at the time fees are determined payable and comply with all requirements of the applicable Federal, State, and Local agencies or departments.	Toll	Applicable after-Final 'A' map and prior to issuance of building permits.	Director of Planning/Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
50. The Applicant shall provide the Director of Public Works with as-built plans and TV video inspection for all sanitary sewer mains dedicated to the City. The reports shall be provided on digital format CDs, as required by Director of Public Works, prior to final acceptance for maintenance.	Toll	Not applicable until after-Final 'A' map.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
THE FOLLOWING CONDITIONS SHALL BE MET WHILE CONSTRUCTION ACTIVITIES ARE ON-GOING:					
51. Adequate temporary sanitary disposal facilities shall be required on-site during all phases of construction and maintenance shall be done on a weekly basis at a minimum.	Toll	Applicable after-Final 'A' map and prior to issuance of building permits.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
52. If the Final Tract Map is to be phased, the Applicant shall have all drainage basin(s), and any temporary grading or structures necessary to convey runoff to basin(s), in an operable condition prior to completion of rough grading of proposed streets for the first phase.	Toll	If phased, all drainage basins installed and operable prior to completion of grading in first phase.	City Engineer	N/A (Title of Monitoring Report or Recording Document (if applicable))	
53. All grading work shall be field reviewed continuously by Certified Inspectors and daily reports filed with the Director of Public Works under the supervision of the development's professional licensed soils engineer. At completion of final grading, the applicant shall submit appropriate statements (Certifications) to the Director of Public Works prior to release of final grading. The Director of Public Works requires that the Certifications be executed by the geologists and engineers of record.	Toll	Not applicable until prior to Grading Permit and completion of final grading.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	
54. All public improvements within, and necessary to support, a block or construction phase of any Final Tract Map shall be completed within one hundred eighty (180) days from issuance of the first Certificate of Occupancy within the block or construction phase, to the satisfaction of the Director of Public Works and Building Official. In no case shall the total occupancy for a Final Tract Map exceed a certain percentage until all public improvements within the final map have been completed to the satisfaction of the Director of Public Works. The percentage for each final tract map will be set forth in the Final Tract Map Conditions of Approval.	Toll	Not applicable until 180 days from issuance of first Certificate of Occupancy	Director of Public Works/Building Official	N/A (Title of Monitoring Report or Recording Document (if applicable))	
55. Prior to acceptance of public improvements, the Applicant shall have repaired any damage to new or existing public improvements caused by construction activities, obtain completion letters from all	Toll	Prior to acceptance of public improvements.	Director of Public Works	N/A (Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
utilities and have received signed sets of Mylar originals with 2 sets of bond black line prints of all as-builds plans. City approved street signs and posts shall be installed prior to acceptance of public improvements.					
RELEVANT NOTATIONS FROM VESTING TENTATIVE TRACT MAP NO. 70420					
1. In lieu of establishing final specific locations of building structures at this time, the owner and subdivider, at the time of issuance of grading or building permit, agree to develop the property in conformance with the City Code and other appropriate ordinances, such as the building code, plumbing code, grading ordinance, public street permit ordinance, mechanical code, zoning ordinance, underground of utilities ordinance, water ordinance, sanitary sewer and industrial waste ordinances, electrical code and fire codes.	Toll	Final “A” Map complies with applicable City Codes as indicated in submittal as to subdivision of large lots for financing and conveyance purposes. Final “B” Map will be prepared following future City approval of Vesting Tentative “B” Map.	City Engineer	N / A (Title of Monitoring Report or Recording Document (if applicable))	
2. (General Plan Use) Current use - residential low, medium and high density, general commercial Proposed use – residential development	Toll	Final “A” Map large lot parcels are consistent with General Plan and Montebello Hills Specific Plan land use designations.	Director of Planning	See Final Map Staff Report.	
3. Zoning: existing zoning - residential, agricultural, oil production district overlay (R-A-O) Proposed zoning - specific plan, oil production district overlay (SP-O)	Toll	Final “A” Map large lot parcels are consistent with Montebello Hills Specific Plan land use designations and zoning.	Director of Planning	See Final Map Staff Report.	
4. Proposed utility lines shall be underground.	Toll	Toll proposes to underground utility lines.	City Engineer	See Sheets 26-29 of Final “A” Map for easement details.	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
5. Gas service will be provided by the Southern California Gas Company. Gas lines will be underground.	Toll	Socal Gas Company will provide gas service and gas lines will be underground.	Southern California Gas Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
6. Electrical service will be provided by the Southern California Edison Company. All proposed electrical distribution lines will be placed underground, except for above ground equipment, transformers, pedestals, etc.	Toll	SCE will provide electrical service and electrical distribution lines will be underground except for the facilities indicated in Note 6.	Southern California Edison Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See SoCal Edison Will Serve Letter dated 5/3/2019.	
7. Telephone service will be provided by AT&T Communications. Telephone transmission lines will be underground, except for above ground equipment pedestals.	Toll	Telephone service will be provided by AT&T Communications. Transmission lines will be underground, except for above ground equipment pedestals.	AT&T Communications	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See AT&T Will Serve Letter dated April 29, 2019.	
8. Cable television services will be provided by Charter Communications. Cable transmission lines will be underground, except for above ground equipment pedestals.	Toll	Cable television services will be provided by Charter Communications. Cable transmission lines will be underground, except for above ground equipment pedestals.	Charter Communications	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See Charter Will Serve Letter Dated 11/16/2018.	
9. Domestic water and reclaimed water services will be provided by San Gabriel Valley Water Company. Water transmission lines will be underground.	Toll	San Gabriel Valley Water Company will provide domestic water and reclaimed water services. Water transmission lines will be underground.	San Gabriel Valley Water Company	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map. See San Gabriel Valley Water Company Will Serve letter dated May 1, 2019.	
10. Sanitary sewer service will be provided by and sewer lines will be owned by the City of Montebello Sanitary Sewage treatment will be provided by the county of Los Angeles Sanitation Districts, No. 2 and No. 15.	Toll	The City will provide sewer conveyance and LA Sanitation District No. 2 and No. 15 will provide wastewater treatment service.	City of Montebello and Los Angeles Sanitation Districts, No. 2 and No. 15	Public Sewer Improvements Plan dated June 2019 and County Sanitation Districts of LA County will serve letter dated April 24, 2019.	
11. Storm drain pipes will be owned and maintained by the City of Montebello and/or the	Toll	LA County Flood Control District will provide storm drainage system improvements	Catch basins-Subdivision's	Phase A Preliminary Grading Plan dated 4/25/19.	

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Council Los Angeles County Flood Control District. Catch basins will be maintained by the subdivision's homeowner association. Storm drain discharge pipes and facilities to be placed in the Whittier Narrows Dam Basin Area and in US Governmental Property are to be maintained by the Los Angeles County Flood Control District and the U.S. Army Corps of Engineers under permits and easements with these agencies.		and maintenance. The HOA will be responsible for maintaining project area detention basins. No discharge will occur to Whittier Narrows Dam Basin Area.	homeowner association Storm drain discharge pipes- Los Angeles County Flood Control District and the U.S. Army Corps Of Engineers		
12. Fire protection services will be provided by the City of Montebello Fire Department.	Toll	The Fire Department will provide fire protection services.	Montebello Fire Department	N / A (Title of Monitoring Report or Recording Document (if applicable))	
13. School services will be provided by the Montebello Unified School District.	Toll	MUSD will provide school services.	Montebello Unified School District	N / A (Title of Monitoring Report or Recording Document (if applicable))	
14. The developer will comply with energy conservation measures set forth in Title XXIV of the California Administrative Code.	Toll	The project will comply with Title 24.	Building Official	N / A (Title of Monitoring Report or Recording Document (if applicable))	
15. The approval of this map shall remain in force for a period of twenty-four (24) months.	Toll	Toll has timely filed the final map prior to the expiration of the VTTM term.	City Attorney	N / A	
16. The subdivider reserves the right to file multiple final maps for this Vesting Tentative Tract Map.	Toll	Toll intends to file multiple final maps.	City Engineer	See Final "A" Map.	
17. The subdivider reserves the right to re-configure and to add additional lots on the final tract map(s). The total number of developed dwelling units	Toll	Toll will address in the Final "B" Map	City Engineer	N / A	

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will not exceed 1,200 units.					
18. All proposed streets shown in the development are public streets, subject to change in the future. All public streets shall be maintained by the City of Montebello.	City of Montebello	The Final "A" Map identifies public streets.	Director of Public Works	See Final "A" Map.	
19. Maintenance of all non-residential lots shall be the responsibility of either a homeowners association, public agency, or private entity. (see sheet 3 for detailed breakdown)	Toll	An ownership exhibit identifies HOA maintained parcels.	Either (i) a HOA, (ii) a public agency, or (iii) a private entity	See Sheet 2 of Final "A" Map.	
20. Proposed utility locations and easements are approximate. Actual locations and easement widths will be reflected on the final map(s) and final improvement plans.	Toll	See sheet of Final "A" Map.	City Engineer	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
21. Existing easements that are located within, and that conflict with, the proposed development, shall be resolved with a re-location of easement-holder facilities, together with a quitclaim of the existing easements and a re-establishment of facilities and easements, where required.	Toll	Easements will be relocated within the development footprint and facilities will be that conflict with the proposed residences. Easements located in the Conservation Area do not conflict with the residential development and will remain to the extent existing facilities remain post-development.	Toll	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
22. All trails shown outside public street right-of-way will be located in an easement for pedestrian purposes.	Toll	Trails will be mapped as part of the Vesting Tentative "B" Map.	Toll	See Sheet 4 for existing easements and Sheets 26-29 for future easements on Final "A" Map.	
AIR QUALITY					
Measure AQ-1 The construction contractor shall ensure that off-road construction equipment engines utilize Tier 3 or better engines, or other equivalent methods approved by the CARB, to reduce air emissions. After January 1, 2015 all off-road diesel-	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	

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powered construction equipment greater than 50 horsepower (hp) shall meet the Tier 4 emission standards, at a minimum. In addition, if not already supplied with a factory-equipped diesel particulate filter, all construction equipment shall be outfitted with Best Available Control Technology (BACT) devices certified by CARB. Any emissions control device used by the Contractor shall achieve emission reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations. Alternatively, the Lead Agency could rely on the Green Construction Policy used by LA County Metro or the ports of Los Angeles/Long Beach. These policies include provisions to “step down” from Tier 4 equipment to Tier 3 or Tier 2 if specified criteria are met.					
Measure AQ-2 The construction contractor shall ensure that all off-road construction equipment greater than 100 hp will be equipped with CARD Verified Level III catalysts or other equivalent methods such as Tier 4 engines, approved by the CARB, to reduce PM emissions at least 85 percent.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-3 The Applicant shall prepare and implement a Fugitive Dust Plan per SCAQMD guidelines including submission of a large operations notification (SCAQMD Form 403) to the Executive Office of the SCAQMD within seven days of qualifying as a large operation in accordance with SCAQMD Rule 403 — Fugitive Dust that shall include the following or other measures with the equivalent level of reduction: 1. Water shall be applied every 3 hours to disturbed areas within the project’s construction site. 2. Soil moisture shall be maintained at a minimum of 12 percent for earthmoving by use of a moveable sprinkler system or a water truck.	Project Applicant / Contractor	Prior to the issuance of grading permit and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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Moisture content shall be verified either by lab sample or moisture probe. 3. The construction contractor shall re-establish ground cover through seeding and watering on those parts of the construction area that will not be disturbed for lengthy periods, generally defined as two or more months. 4. The construction contractor shall ensure that all trucks hauling dirt, sand, soil, or other loose materials be tarped with a fabric cover and maintain a freeboard height of 12 inches. 5. A pipe-grid trackout-control device shall be installed to reduce mud/dirt trackout from unpaved truck exit routes. 6. A gravel bed trackout apron (3 inches deep, 25 feet long, 12 feet wide per lane and edged by rock berm or row of stakes) shall be installed to reduce mud/dirt trackout from unpaved truck exit routes. 7. Paved interior roads shall be 100 feet long, 12-feet wide per lane and edged by rock berm or row of stakes, or add 4-foot shoulder for paved roads. 8. Maximum speed on unpaved roads shall not exceed 15 miles per hour (mph). 9. Chemical dust suppressant shall be applied to unpaved parking areas immediately upon observing visible dust emissions. 10. Construct three-sided enclosures with 50 percent porosity around storage piles. 11. Storage piles shall be watered by hand or covered when wind speeds exceed 25 mph. 12. Chemical soil stabilizers shall be applied on inactive construction areas (disturbed lands within construction projects that are unused for at least 4 consecutive days or					

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less if visible dust emissions are observed). 13. The Applicant shall appoint a construction relations officer to act as a community liaison concerning on-site construction activity including resolution of issues related to PM10 generation. 14. All excavating and grading operations shall cease when wind speeds (as instantaneous gusts) exceed 25 mph. 15. Streets shall be swept at the end of the day or whenever visible soil is carried onto adjacent public paved roads (recommend water sweepers with reclaimed water).					
Measure AQ-4 The construction contractor shall properly maintain all construction equipment as per the manufacturers' recommendations.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-5 Truck and off-road construction equipment idling shall be limited to no more than 5 minutes on and off-site in accordance with CARB regulations for In-Use Off-Road Diesel Vehicles.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-6 The construction contractor shall use coating and solvents with a VOC content equal to or lower than required under SCAQMD Rule 1113 (50 grams per liter [g/L] after 2014). The construction contractor shall use varying-pressure-low-volume (VPLV) paint applicators or other application techniques with equivalent or higher transfer efficiency.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-7 To reduce VOC emissions, construction shall minimize painting requirements, as follows: 1. For common area facilities, the primary structure shall be constructed either with materials that do not require painting or with	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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pre-painted construction materials. This limitation shall not apply to appurtenances, accessories, trim or materials added to the main structure, including, but not limited to: trim, railings, wood corbels, accent shutters, wrought iron, decorative details (including wood posts or columns) or wood window trim surrounds. 2. For individual residences, the exterior shell of all residences or residential buildings shall be constructed either with materials that do not require painting or with pre-painted construction materials. All architectural details and trim, as described above, are exempt from this requirement. Accessories and appurtenances on residences that can be painted include all detail elements described or illustrated in drawings or photos for each of the architectural styles in the MHSP, Section 8, Design Guidelines.					
Measure AQ-8 The construction contractor shall ensure that construction activities will use electricity from power poles rather than temporary diesel or gasoline power generators.	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-9 Construction parking shall be configured to minimize traffic interference. In addition, the Applicant shall (a) provide dedicated turn lanes for movement of construction trucks and equipment on- and off-site, (b) reroute construction trucks away from congested streets or sensitive receptor areas, and (c) improve traffic flow by signal synchronization.	Project Applicant / Contractor	Verify on final plans and during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-10 Temporary traffic controls such as a flag person shall be provided by the construction contractor during all phases of construction to maintain smooth traffic flow.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	

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Measure AQ-11 The construction contractor shall ensure that deliveries associated with construction activities shall be scheduled for off- peak hours.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-12 Construction trucks shall avoid residential areas.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-13 The construction contractor shall implement an Employee Commute Reduction Program (ECRP) that follows the SCAQMD guidelines, and at a minimum shall provide incentives to workers to carpool to the construction site.	Project Applicant / Contractor	Ongoing verification during construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-14 Final design plans of the community facility (recreational facility and public park) and residential units shall indicate that “Energy Star” type criteria for building construction shall be utilized, including solar hot water heating for the community swimming pool, Energy Star lights and lighting fixtures, and Energy Star appliances, and heating, ventilation and air conditioning (HVAC) systems. Electric car charging stations for both non-residential and residential uses shall be installed to allow for charging of electric vehicles and NEV systems and to create a local “light vehicle” network, such as neighborhood electric vehicle (NEV) systems.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure AQ-15 Final design plans shall indicate that all fireplaces in the residential units shall use natural gas only. Outlets for electric and natural gas barbecues shall be provided at all residences.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-16 The Applicant shall provide bike paths along all arterial/collector roadways, and an enhanced pedestrian access, including sidewalks on both sides of streets and access to bus stop within 1/4 mile.	Project Applicant / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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Measure AQ-17 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measures: 1. The oil field operator shall install and maintain air quality emission control equipment consistent with the rules and regulations of the SCAQMD. 2. The oil field operator shall have a gas buster and a portable flare, approved by the SCAQMD, at the oil field and available for immediate use to remove any gas encountered during drilling operations. 3. The oil field operator shall have hydrogen sulfide and lower explosion limit (LEL) monitors at the drill rigs during drilling operations. 4. The oil field operator shall install a pressure monitoring system on all oil tanks. The monitoring system shall notify the operator via an alarm when the pressure in the tank gets within 10 percent of the tank relief pressure. 5. The oil field operator shall continue using an odor suppressant when loading and transferring material to the bioremediation farms. The bioremediation farms shall be removed as part of the grading activities, and shall not be present when the homes are occupied. 6. New equipment that is installed at the oil field shall be equipped with Best Available Control Technology (BACT) as required by the SCAQMD rules and regulations.	Project Applicant	Prior to the issuance of the first certificate of occupancy	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure AQ-18 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measure:	Project Applicant	Prior to the issuance of any certificate of occupancy	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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The oil field operator shall install air quality emission control technologies systems as required by the SCAQMD, including but not limited to vapor recovery systems that shall be located, installed, operated and maintained as required by the SCAQMD.					
BIOLOGICAL RESOURCES					
Measure BR-1 Prior to any ground disturbance, the grading limit line shall be surveyed, staked, and fenced under the supervision of the biological monitor. No native vegetation removal or grading shall occur outside of the project site, city right-of-way and off-site improvement area, or the impact area within the Reserve adjacent to Lincoln Avenue. Fenced impact limits shall include erosion control measures to minimize erosion and siltation during initial vegetation clearing/removal and project construction through the use of silt fencing, siltation basins, gravel bags, or other controls necessary to stabilize the soil in cleared or graded areas. Erosion control measures shall be installed prior to the onset of vegetation clearing/removal. These measures shall be maintained in good repair until the completion of project construction.	Project Applicant / Contractor / Biological Monitor	Prior to any ground disturbance	Monitor will prepare report for USFWS per Conservation Measure (CM) #21 of 2009 BO and will submit a copy to the Planning Director	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-2 The revegetation of 58.2 acres of coastal sage scrub on manufactured slopes of Phases A, B, and C would be initiated immediately (<i>i.e.</i> , within 6 months) following the grading of each phase and shall be conducted as described in the BO (USFWS 2009). An additional 0.9 acres of revegetation on connector roads would be completed following abandonment of the oilfield. In addition, the Applicant shall implement the conservation measures included in the BO for Montebello Hills Oil Field Operations and Habitat Restoration Project (FWS-LA-4077.6; USFWS 2007a). These measures shall provide 87.4 acres of created habitat and 78 acres of enhanced coastal sage scrub in the Reserve.	Project Applicant / Contractor	Revegetation: On manufactured slopes (<i>i.e.</i> , within 6 months) following the grading of Phases A, B, and C Creation: On natural slopes prior to and during construction Enhancement: On natural slopes prior to and during construction	CM #8 will be initiated within 6 months of grading and Biological Monitor will report monitoring findings to USFWS with copy of report to be provided to Director of Planning	(Title of Monitoring Report or Recording Document (if applicable))	

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of enhancement areas (approximately 78 acres) and creation areas (approximately 68 acres). Native vegetation within the enhancement areas shall be greater than 70 percent absolute cover and in the creation areas shall be greater than 50 percent absolute cover. In addition, native vegetation within creation areas shall be composed of approximately 30 percent California sagebrush, 10 percent coyote bush, 5 percent California encelia, and 5 percent comprised of California buckwheat (<i>Eriogonwn fasciculatum</i>) and 5 percent prickly pear cactus. b. Habitat Restoration Success Criteria for Vegetation Removal within Phase B – Vegetation clearing within Phase B grading areas can be initiated when the Reserve includes approximately 146 acres of CSS as a combination of enhancement areas (approximately 78 acres) and creation areas (approximately 68 acres). Native vegetation within the enhancement areas shall be greater than 70 percent absolute cover and in the creation areas shall be greater than 60 percent absolute cover. Native vegetation within creation areas shall be composed of approximately 35 percent California sagebrush, 10 percent coyote bush, 10 percent California encelia, and 5 percent each of buckwheat and prickly pear cactus. In addition, approximately 28 acres of CSS shall be revegetated on manufactured slopes that are created as part of Phase A grading. c. Impacts to potential cactus wren habitat in Phases A and B shall be mitigated through creation and/or revegetation of cactus scrub patches within already established coastal sage scrub restoration, including the Reserve and on			Director. See above.		

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graded slopes of Phase A, B, and C. Potential cactus wren habitat will ultimately include 8.5 acres. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Dodero (2008). Patches will be $\geq 3.3\text{m} \times 4.5\text{m}$, with at least one stand $\geq 1\text{m}$ in height, where cactus constitutes $\geq 40\%$ aerial cover. d. Habitat Restoration Success Criteria for Vegetation Removal within Phase C – The following criteria shall be met prior to vegetation clearing within Phase C grading areas: The Reserve includes approximately 146 acres of coastal sage scrub as a combination of enhancement areas (approximately 78.0 acres), and creation areas (approximately 68 acres), and the project site includes approximately 28 acres of revegetation on Phase A manufactured slopes. Native vegetation within the enhancement areas shall be greater than 75 percent absolute cover, in the creation areas shall be greater than 65 percent absolute cover, and Phase A manufactured slopes shall be greater than 60 percent absolute cover. Native vegetation within creation areas shall be composed of approximately 35 percent California sagebrush, 10 percent coyote bush, 10 percent California encelia, 5 percent California buckwheat, and 5 percent prickly pear cactus. Native vegetation with revegetation areas on Phase A					

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manufactured slopes shall be composed of approximately 30 percent California sagebrush, 10 percent coyote bush, 5 percent California encelia, and 5 percent each of buckwheat and prickly pear cactus. In addition, approximately 12 acres of CSS shall be revegetated on manufactured slopes created as part of Phase B grading. - The number of California gnatcatcher pairs within the Reserve, Southern Edge Drainage Improvement Project, and City Right-of-Way areas must be at least 35 pairs in the winter (<i>i.e.</i>, January or February) immediately prior to Phase C grading. If less than 35 pairs are observed, Phase C vegetation removal shall not proceed unless authorized by the USFWS in consideration of other information provided by the Applicant regarding the status of the California gnatcatcher in the action area. - The Applicant shall document California gnatcatcher occupation and nesting on manufactured slopes within the project site relative to other portions of the action area. The sampling design for evaluating nest success on manufactured slopes shall be approved by the USFWS prior to implementation. "Nesting success" is defined as one nest on any manufactured slope that produces one fledging. Based on this study the Applicant shall work with the USFWS to determine landscape measures that may be necessary to improve and					

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maintain the overall habitat value of scrub vegetation on manufactured slopes. Impacts to potential cactus when habitat in Phase C shall be mitigated through creation of approximately 2 acres of potential cactus when habitat creation and/or revegetation within already established coastal sage scrub restoration, within the Reserve, or Phase A and B manufactured slopes and/or Oil Operation slopes. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Doderio (2008). Patches will be $\geq 3.3\text{m} \times 4.5\text{m}$, with at least one stand $\geq 1\text{m}$ in height, where cactus constitutes $\geq 40\%$ aerial cover. The coverage of cactus within the enhancement and creation area implemented via modified mitigation measures BR-4c and BR-4d translates to a mature condition that would include approximately 27 acres of created cactus scrub habitat within the 261-acre Reserve. This is a net gain of approximately 7 acres (approximately 35%) over baseline conditions. e. Salvaged cactus will be used to create cactus patches on graded slopes following the completion of each grading phase. Cactus salvage shall be conducted in accordance with the methods suggested by Hamilton (2009) and Doderio (2008) as well as standard practices for salvage and nursery propagation of native cactus.					

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f. A total of 10 nest boxes will be constructed and stationed within revegetated cactus scrub patches to encourage cactus when nesting while the transplanted cactus matures prior to removal of cactus scrub vegetation in Phases A and B. Nest boxes will be designed with reference those used by Hamilton and Burger (2011) and described by Hamilton (2009). The location of nest boxes will be tracked by the project biologist and checked for occupancy concurrent with annual CAGN census requirements by the USFWS in the 2009 BO.					
Measure BR-5 The Applicant shall be responsible for maintenance and monitoring of the created habitat (87.4 acres) and revegetated habitat on manufactured slopes (58.2 acres) until the following criteria are met: a. No more than 5 percent absolute cover for non-native plant species as defined in the 2009 BO. b. 75 percent absolute cover of native species. c. At least 16 of the 30 native plants listed below shall occur at a greater than 1 percent absolute cover. • <i>Amsinckia menziesii</i> (common fiddleneck) • <i>Artemisia californica</i> (California sagebrush) • <i>Erigonum fasciculatum</i> (California buckwheat) • <i>Opuntia littoralis</i> (coast prickly pear) • <i>Encelia californica</i> (California encelia) • <i>Acmispon glaber</i> (=Lotus scoparius) (deerweed) • <i>Leymus</i> (=Elymus) <i>condensatus</i> (giant wild rye) • <i>Isocoma menziesii</i> (coastal goldenbush) • <i>Isomeris arborea</i> (bladderpod) • <i>Mimulus aurantiacus</i> (sticky)	Project Applicant / Contractor	After installation of revegetated habitat and created habitat and performance criteria and other applicable conditions in the 2009 BO have been met per CM 11	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
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monkey flower) • <i>Rhus integrifolia</i> (lemonade berry) • <i>Eriophyllum confertiflorum</i> (golden yarrow) • <i>Malosma laurina</i> (laurel sumac) • <i>Baccharis salicifolia</i> (mulefat) • <i>Phacelia cicutaria</i> (caterpillar phacelia) • <i>Pseudognaphalium biolettii</i> (= <i>Gnaphalium bicolor</i>) (bicolored cudweed) • <i>Eschscholzia californica</i> (California poppy) • <i>Deinandra</i> (= <i>Hemizonia</i>) <i>fasciculata</i> (tarweed) • <i>Heteromeles arbutifolia</i> (toyon) • <i>Lasthenia glabrata</i> (goldfields) • <i>Layia platyglossa</i> (tidy tips) • <i>Lupinus nanus</i> (sky lupine) • <i>Poa secunda</i> (pine blue grass) • <i>Festuca</i> (= <i>Vulpia</i>) <i>microstachys</i> (small fescue) • <i>Salvia mellifera</i> (black sage) • <i>Salvia apiana</i> (white sage) • <i>Marah macrocarpus</i> (wild cucumber) d. The revegetation area should not be irrigated for at least one year prior to determining that the performance criteria have been met.					
Measure BR-6 The Applicant shall be responsible for maintenance and monitoring of the enhanced habitat (approximately 78.0 acres) until these areas contain a minimum of 75 percent absolute cover of native species and no more than 5 percent absolute cover of non native plants as defined in the 2009 BO. The non-wasting endowment fund (see BR-17) shall not be used for maintenance or monitoring in association with the Applicant's completion of these criteria.	Project Applicant / Contractor	After installation of revegetated habitat and created habitat and performance criteria and other applicable conditions in the 2009 BO have been met per CM 10(a)	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating grading of each phase and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-7 The Applicant shall retain a qualified biological monitor to conduct activities as specified in the measures below. The biological monitor must be	Project Applicant / Biological Monitor	At least seven days prior to construction, approval of USFWS of the authorized biologist(s), and notification to	Biological Monitor shall submit report to USFWS documenting status of performance criteria before initiating	(Title of Monitoring Report or Recording Document)	

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knowledgeable of California gnatcatcher biology and CSS ecology [thus, familiar with the fauna of this area, including native sensitive and migratory bird species]. At least seven days prior to initiating project activities, the Applicant shall submit to the USFWS, in writing, the name(s), any permit numbers, and resumes of all proposed biological monitors. Proposed activities shall not begin until an authorized biologist has been approved by the USFWS and the name(s) of the authorized biologist(s) has been provided to the ACOE by the Applicant. The monitor shall have the authority to halt/suspend all activities that do not adhere to the USFWS's 2009 BO.		ACOE of the authorized biologist(s), and notification to USACE of the authorized biologist(s)	grading of each phase and will submit a copy to the Planning Director.	(if applicable))	
Measure BR-8 The biological monitor shall conduct a contractor education program for all personnel. This program shall emphasize the conservation of the California gnatcatcher and CSS species diversity [which includes all sensitive species, not only birds] during project construction and include: (a) the purpose of resource protection, (b) a description of the California gnatcatcher and its habitat, (c) the conservation measures that will be implemented in conjunction with project construction and (d) the general provisions of the FESA. Informative pamphlets and signage for fencing between the grading areas and the conserved areas shall be provided.	Project Applicant / Biological Monitor	Prior to construction and on an as-needed basis during construction	Biological Monitor shall submit report to USFWS documenting status of performance per CM 20 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-9 Copies of the USFWS 2009130 shall be furnished to the Contract Foreman and all contractors as applicable. The Contract Foreman is defined here as the party responsible for ensuring avoidance and minimization measures are implemented for a particular activity in accordance with the BO.	Project Applicant / Biological Monitor	Prior to construction per CM 21	Biological Monitor shall submit report to USFWS documenting status of performance per CM 21 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-10 Vegetation removal and clearing for the project shall occur between September 1 and February 15, outside the California gnatcatcher breeding season and most	Project Applicant / Biological Monitor	Prior to and during vegetation removal (between September 1 and February 15)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 24 in the 2009 BO and will submit a	(Title of Monitoring Report or Recording Document	

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native birds in southern California. All clearing of vegetation shall take place in the presence of a biological monitor. Prior to and during the initial clearing and grubbing of any CSS, or other suitable California gnatcatcher habitat, the biological monitor shall locate any individual California gnatcatchers on-site and direct operators to begin in an area away from the birds. In addition, the biological monitor shall walk ahead of clearing and grubbing equipment to flush birds towards areas of habitat that shall be avoided. During the course of vegetation removal, the biological monitor shall provide a monthly summary detailing the locations of California gnatcatchers within approximately 100 feet of active clearing activities and any observed behavioral response.			copy to the Planning Director.	(if applicable)	
Measure BR-11 Grading and contouring of perimeter slopes within 150 feet of staked grading limits shall occur between September 1 and February 15, outside the California gnatcatcher breeding season and raptor nesting season. If in the unlikely event that grading and contouring must occur within 150 feet of staked grading limits during the California gnatcatcher breeding season (between February 16 and August 31), the USFWS shall be contacted and a biological monitor shall conduct a survey to determine the presence of any nesting behaviors, nest building, egg incubation, or brood rearing activities. If nesting California gnatcatchers are detected within 100 feet of proposed grading or construction areas, California gnatcatcher nest monitoring shall be initiated and use of heavy equipment (scrapers, bulldozers, loaders, etc.) within 100 feet of active nests shall be postponed until the nest(s) are determined to be inactive. After the nest is confirmed to be inactive work can proceed. If operation of grading equipment results in nest abandonment, the ACOE and the USFWS shall be contacted immediately. The biological	Project Applicant / Biological Monitor	Between September 1 and February 15	Biological Monitor shall submit report to USFWS documenting status of performance per CM 25 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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monitor shall provide a monthly summary to the ACOE and USFWS detailing the locations of California gnatcatchers within approximately 150 feet of active grading or construction activities and any observed behavioral response.					
Measure BR-12 The following measures shall be implemented during project construction: - All equipment maintenance, staging, and dispensing of fuel, oil, coolant, or any other such activities shall be restricted to designated areas within the fenced project impact limits. These designated areas shall be located in previously compacted and disturbed areas to the maximum extent possible in such a manner as to prevent runoff from entering existing native vegetation areas. These areas shall be clearly designated in the construction plans. - A water truck with adequate hoses for fire control shall be maintained on-site during all habitat clearing and construction activities. CSS within the likely dust drift radius of construction areas shall be periodically sprayed with water to reduce accumulated dust on the leaves as recommended by the biological monitor. - Smoking shall be allowed only in designated areas equipped with sand boxes for the disposal of cigarette butts. - Trash shall be stored properly (inaccessible to scavengers including crows and raccoons) and should be removed from the construction site on a daily basis. - Dogs shall not be permitted on the construction site.	Project Applicant / Biological Monitor	Verify during final plans and during construction	Biological Monitor shall submit report to USFWS documenting status of performance per CM 23 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-13 Surveys for the California gnatcatcher shall be conducted annually from 2009 through 2015 following the methods in NRC (2005) or other protocols as	Project Applicant / Biological Monitor	California gnatcatcher surveys: Conducted annually from 2009 through 2015, and then conducted once every	Biological Monitor shall submit report to USFWS documenting status of performance per CM 17 in the 2009	(Title of Monitoring Report or Recording Document)	

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approved by the USFWS. Per the BO, and under the Long Term Management Plan (LTMP), surveys shall be conducted once every three years following Phase C construction. With regards to the Off-Site Improvement Area, the Applicant, in order to ensure the proposed project will not result in unanticipated adverse effects to least Bell's vireo, shall restrict the clearing of vegetation to the time period between September 1 and February 15 to avoid the majority of the vireo nesting season. A qualified biologist shall conduct a survey to confirm the presence or absence of vireo within 150 feet of the Off-Site Improvement Area prior to initiating vegetation clearing or construction during the least Bell's vireo breeding season. Should nesting vireos be observed within 150 feet of proposed activities, USFWS shall be contacted for further direction (i.e., to help determine whether consultation should be reinitiated to address effects on the least Bell's vireo).		three years following Phase C construction Off-Site Improvement Area: Prior to vegetation clearing or construction (between September 1 and February 15)	BO and will submit a copy to the Planning Director.	(if applicable))	
Measure BR-14 Brown-headed cowbird trapping shall be conducted by the Applicant annually, as necessary, until such time as management responsibilities for the Reserve are transferred to a management entity. The management entity shall continue cowbird trapping, as necessary, using funds specifically allocated for this purpose (including funding for a minimum of two traps annually) as part of the approved non-wasting endowment fund (see BR-17). Cowbird trapping shall be initiated when this species is observed in any abundance. The trapping program shall be designed to minimize and avoid nest parasitism on California gnatcatchers within the project site.	Project Applicant / Management Entity / Biological Monitor	Applicant: Annually, as necessary (when species is observed in any abundance), until management responsibilities are transferred to a management entity Management Entity: Minimum of two traps annually, as necessary (when species is observed in any abundance)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 18 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-15 A 10.6-acre fuel modification zone (not considered a part of coastal sage scrub creation) shall be revegetated with coastal sage scrub species approved for use in such areas, as listed in the 2009 BO, and should include no less than 2 acres of	Project Applicant / Contractor / Biological Monitor	Fuel modification zone revegetation following construction activities in this zone in accordance with the 2009 BO Fuel modification zone vegetation maintenance	Biological Monitor shall submit report to USFWS documenting status of performance per CM 19 in the 2009 BO and will submit a copy to the Planning	(Title of Monitoring Report or Recording Document (if applicable))	

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potential cactus wren habitat. The extent and location for these acres will be determined by the project biologist, and salvage, propagation, and planting will be conducted based on references by Hamilton (2009) and Doderio (2008). Patches will be $\geq 3.3\text{m} \times 4.5\text{m}$, with at least one stand $\geq 1\text{m}$ in height, where cactus constitutes $\geq 40\%$ aerial cover. Vegetation maintenance within the fuel modification zone shall occur as follows: - Vegetation clearing/tree trimming/pruning (with the exception of hand-weeding of non-native vegetation) shall occur between August 31 and February 14. A biological monitor shall be present and responsible for flushing California gnatcatchers out of harm's way and towards adjacent undisturbed habitat. - Hand-weeding of non-native vegetation may occur, in the presence of a biological monitor, during any time of the year. During the period from February 15 to August 30, the biological monitor shall conduct surveys for individual nests, prior to non-native vegetation removal and ensure that no weeding occurs within 100 feet of any active nest.		activities: (1) Vegetation clearing/tree trimming/pruning to occur Between August 31 and February 14; (2) Hand-weeding of non-native vegetation to occur any time of the year; and (3) Nesting surveys prior to non-native vegetation removal to occur from February 15 to August 30	Director.		
Measure BR-16 The Applicant shall submit a draft LTMP for the Reserve to the USFWS. An LTMP provides information and guidance about the formation and management of the Reserve and describes assurances that the area shall be effectively managed in perpetuity. The LTMP outlines the legal protection, funding, responsibilities and ongoing programs designed to ensure that habitat values for the California gnatcatcher are preserved in perpetuity. The Applicant shall submit a more detailed draft LTMP with an itemized cost list (including adequate contingency funds) for a non-wasting endowment fund to implement the LTMP to the USFWS and the ACOE for approval at least 120 days prior to the	Project Applicant / Land Manager or Other Appointee	Minimum of 120 days prior to vegetation clearing or ground disturbing activities, and approval of USFWS and USACE prior to vegetation clearing or ground disturbing activities	Biological Monitor shall submit report to USFWS documenting status of performance per CM 14 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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planned date of initiating vegetation clearing or ground disturbing activities within the project site. The USFWS will provide comments within 60 days of submittal of the draft LTMP. The Applicant shall submit to the USFWS and the USACE the final framework LTMP including separate finalized costs for managing the entire 260.6 acre Reserve for approval prior to initiating vegetation clearing or ground disturbing activities within the project site. The 2009 BO provides additional details with respect to the nature and timing of funding (see Conservation Measures 14 —15). The LTMP shall include, but is not limited to, the following actions to be completed by the land manager or other appointee: a. Conducting inspections of infrastructure and habitat. b. Controlling unauthorized human access to habitat areas. c. Maintaining gates, fencing and signs around the Reserve. d. Conducting habitat management in the Conservation Area (including repairing and revegetating manufactured slopes) as necessary to maintain no less than 65 percent absolute cover of native species (including dormant plants) and no more than 5 percent absolute cover of non-native plant species as defined in the 2009 BO. Sampling efficacy (<i>e.g.</i>, number of plots) will ensure that these values fall within 90 percent confidence intervals of sample means. e. Conducting trash removal. f. Removing feral and domestic animals (<i>i.e.</i>, dogs and cats) from the Reserve. g. Conducting cowbird trapping as necessary. Cowbird trapping is considered necessary if cowbirds are detected in the Reserve. h. Conducting surveys for the					

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California gnatcatcher and nesting raptors once every three years after 2015 following the methods in NRC (2005). See BR-13 above for survey requirements until 2015. i. Submitting an annual report of management and monitoring activities to the ACOE and USFWS. j. Preparing educational material for homeowners including discussions of expected wildlife, the importance of pet control, and prohibited activities in the Reserve. k. Implementation of adaptive management strategies and practices to meet the LTMP goals and objectives, as necessary, and as can be accomplished within the management budget established for the endowment.					
Measure BR-17 Monitoring and management of the Reserve in perpetuity shall be assured by the Applicant in two phases. The Applicant shall submit to the USFWS and the ACOE an instrument demonstrating financial commitment and responsibility to provide the approved non-wasting endowment fund (<i>i.e.</i>, a bond or Letter of Credit) as identified in the LTMP for the 170.4 acre Conservation Area prior to the start of any vegetation removal within Phase A. The endowment fund security shall be held by an agent approved by the USFWS and ACOE. The amount of money required to manage the remainder of the Reserve (approximately 90.2 acres) as identified in the LTMP shall be secured (<i>i.e.</i>, with a bond or Letter of Credit) and held by an agent approved by the USFWS and ACOE prior to the start of any vegetation removal within Phase C.	Project Applicant	Prior to vegetation removal within Phase A (for the 170.4 acre Conservation Area) Prior to vegetation removal within Phase B (for remainder of the Reserve)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 14 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-18 The non-wasting endowment shall be transferred to an independent agency approved by the USFWS and the ACOE to fund implementation of the LTMP in	Project Applicant / Land Manager or Other Appointee	As specified in LTMP	Biological Monitor shall submit report to USFWS documenting status of performance per CM 15 in the 2009 BO and will submit a	(Title of Monitoring Report or Recording Document)	

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perpetuity. A separate land manager distinct from the agent holding the endowment, unless approved otherwise by the USFWS, shall be responsible for implementing the actions identified in the LTMP with funds distributed from the endowment. The Applicant shall be responsible for implementing the management actions identified in the LTMP until such time as the endowment is transferred to the approved agent and funds are distributed to the land manager or other appointee and all other applicable pre-conditions in this Section have been met. The costs identified for managing the Reserve will likely be in 2009 dollars. The endowment for managing the Reserve may not be created for several more years and up to 2025. Thus, the cost identified in the LTMP for managing the Reserve shall be adjusted annually for inflation to reflect the percentage change in the consumer price index until the endowment is transferred to the approved agent.			copy to the Planning Director.	(if applicable))	
Measure BR-19 The Applicant shall place a conservation easement over the 260.6 acre Reserve in two phases. The conservation easement shall include provisions for continued oil field operations as described in USFWS (2007) until the oil field is abandoned. Initially, the easement will cover approximately 170.4 acres within the Conservation Area. An irrevocable offer of dedication covering the easement area shall be provided to USFWS for review and approval prior to vegetation removal for Phase A. The conservation easement, after review and approval by the USFWS, shall be recorded prior to the issuance of any Certificates of Occupancy for Phase A residential areas or at, the latest, within 5 years of vegetation removal for Phase A. A second easement, after review and approval by the USFWS, shall be recorded to cover the remaining Reserve areas including 57 acres in the project site, 25.5 acres within the Oil Operations Area, and the 7.7-acre Southern Edge Drainage Improvement	Project Applicant	Prior to vegetation removal for Phases A and B and upon approval of USFWS of an irrevocable offer of dedication covering the conservation easements Prior to the issuance of any Certificates of Occupancy for Phases A and B residential areas or at, the latest, within 5 years of vegetation removal for Phases A and B and recording of the conservation easements per approval of USFWS	Biological Monitor shall submit report to USFWS documenting status of performance per CM 16 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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Area. An irrevocable offer of dedication covering the new easement area shall be provided to the USFWS for review and approval prior to vegetation removal for Phase C and would be recorded prior to the issuance of any Certificates of Occupancy for Phase C or at the latest within 5 years of vegetation removal for Phase C.					
Measure BR-20 In addition to surveys and ongoing monitoring identified in BR-7 through BR-13, a focused survey for active breeding birds, including raptors, shall be conducted prior to removal of any trees or other structures and vegetation that have the potential to support bird nests. In addition, to ensure compliance with the MBTA, pre-grading surveys shall be conducted for breeding birds, including raptors, within 150 feet of proposed grading. Grading shall not commence within 150 feet of any active nests until a qualified biologist has determined that nesting is completed and young from the nest have fledged.	Project Applicant / Biological Monitor	Prior to removal of any trees or other structures and vegetation that have the potential to support bird nests Prior to grading (and if active nests are found within 150 feet of proposed grading, then after the nesting have been completed and young from the nests have fledged)	Biological Monitor shall submit report to USFWS documenting status of performance per CM 13 in the 2009 BO and will submit a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	
Measure BR-21 Prior to any construction activities that affect Waters of the U.S., the Applicant shall offset permanent impacts to 0.474 acre of waters of the U.S. (none of which consists of jurisdictional wetlands) through an in-lieu fee payment to an appropriate in-lieu fee program at a minimum of a 1:1 mitigation-to-impact ratio. Identification of the in-lieu fee program shall be made in consultation with the City and ACOE and shall be established prior to issuance of a grading permit for those portions of the project site in which waters of the U.S. are located. Permanent impacts to approximately 3.619 acres of CDFW jurisdiction, including 3.300 acres of vegetated riparian habitat, shall be mitigated through issuance of a Section 1602 SAA between the Applicant and CDFW. The City shall be provided with a copy of a valid Section 1602 SAA prior to issuance of a grading permit for	Project Applicant	All state and federal permits will be provided prior to project grading within areas of applicable agency jurisdiction. Prior to construction activities that affect Waters of the U.S. and prior to issuance of a grading permit (upon issuance of Section 1602 SAA) All on-site restoration work shall be commenced prior to the issuance of a certificate of occupancy for any home within the phase of grading creating the impacts Restoration areas will be maintained and monitored for a period	Biological Monitor shall submit report to USFWS and USACE documenting status of performance with a copy to the Planning Director.	(Title of Monitoring Report or Recording Document (if applicable))	

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areas that contain streambed and riparian areas under the regulation of the CDFW. Mitigation for anticipated impacts to jurisdictional streambeds will include in-lieu fee payment to an appropriate in-lieu fee program at a minimum of a 1:1 mitigation-to-impact ratio. The in-lieu fee program and the timing of such payments to the in-lieu fee program shall be included as conditions in the Section 1602 SAA. Temporary impacts to 0.386 acre of CDFW jurisdiction, including 0.333 acre of riparian vegetation, will include restoration of 0.386 acres of mulefat scrub and willow riparian scrub vegetation on-site. Restoration areas will be re-contoured and planted with native species including mulefat, willows, and other species requested by the USACE and CDFW. All on-site restoration work shall be commenced prior to the issuance of a certificate of occupancy for any home within the phase of grading creating the impacts. Such restoration areas will be maintained and monitored for a period of five years following planting or until the areas achieve performance criteria defined by the Agency permits. If no appropriate in-lieu fee program or mitigation banks are available, then a minimum of 0.474 acres of ephemeral Waters of the U.S. and 3.619 acres of riparian habitat will be enhanced or restored at an appropriate location off-site.		of five years following planting or until the areas achieve performance criteria defined by the Agency permits			
CULTURAL RESOURCES					
Measure CR-1 Following vegetation clearing, the project site shall be resurveyed by a qualified paleontologist to determine if additional significant paleontological resources exist. If significant paleontological resources are discovered, they shall be professionally recorded, collected, identified, and curated into an appropriate museum repository.	Project Applicant / Paleontological Monitor	Following vegetation clearing	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-2 A qualified paleontological monitor shall be present during excavation activities in	Project Applicant / Paleontological Monitor	During excavation activities	Planning and Community Development /		

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areas identified as having a high paleontological sensitivity which are likely to contain paleontological resources. The monitor will be equipped to salvage fossils and/or matrix samples as they are unearthed in order to avoid construction delays. The monitor shall be empowered to temporarily halt or divert construction equipment in the area of a find in order to allow removal of abundant or large specimens. The paleontological monitor shall also have the discretion in determining whether part-time or full-time monitoring is needed.			Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-3 Because underlying sediments may contain abundant fossil remains that can only be recovered by a screening and picking matrix; these sediments shall occasionally be spot-screened through one-eighth to one-twentieth-inch mesh screens to determine whether microfossils exist. If microfossils are encountered, additional sediment samples (up to 3 cubic yards) shall be collected and processed through one-twentieth-inch mesh screens to recover additional fossils.	Project Applicant / Paleontological Monitor	Ongoing verification during grading and excavation	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-4 All recovered paleontological specimens will be prepared to a point of identification and permanent preservation, including washing of sediments to recover small specimens, shall be conducted. Identification and full curation of all specimens into an established, accredited museum repository with permanent retrievable paleontological storage is required. In addition, a report of findings with an appended and itemized inventory of specimens shall be prepared.	Project Applicant / Paleontological Monitor	During and after construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-5 A qualified archaeologist shall be consulted if additional resources are discovered during grading of the proposed project, whether they are previously unknown or associated with	Project Applicant / Archaeological Monitor	In the event that additional archaeological resources are discovered during grading	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	

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cultural resources referenced in the Cultural Resources Assessment. The archaeologist will evaluate the find for significance and make recommendations for its treatment. If any archaeological discoveries are made along or within the vicinity of the eastern perimeter of the project site, said discoveries should be carefully inspected to determine possible association with Mission Vieja.					
Measure CR-6 During vegetation clearing in areas with a higher probability of containing intact archaeological resources such as ridge tops and canyons, a qualified archaeologist shall be present to monitor for archaeological resources.	Project Applicant / Archaeological Monitor	During vegetation clearing	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-7 In the event an archaeological site is identified, the site will need to be evaluated for significance. This may require the initiation of an archaeological testing program that would include the recordation of artifacts and controlled removal of the materials, as well as sampling of the area surrounding the find to delineate its horizontal extent. If the find is determined to be significant or a unique archaeological resource, a data recovery program shall be initiated to recover an adequate sample from the site to mitigate any impacts by the project to less than significant.	Project Applicant / Archaeological Monitor	In the event an archaeological site is identified	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report)	
Measure CR-8 In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery, the steps and procedures specified in Health and Safety Code 7050.5, State CEQA Guidelines 15064.5(d), and Public Resources Code 5097.98 shall be implemented. Specifically, in accordance with Public Resources Code (PRC) Section 5097.98, the Los Angeles County Coroner shall be notified within 24 hours of the discovery of potentially human remains. The Coroner shall then determine within two working days of being notified if the remains are subject to his or her	Project Applicant / Contractor	In the event of an accidental discovery of any human remains in a location other than a dedicated cemetery	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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authority. If the Coroner recognizes the remains to be Native American, he or she shall contact the Native American Heritage Commission (NAHC) by phone within 24 hours, in accordance with PRC Section 5097.98. The NAHC shall then designate a Most Likely Descendant (MLD) with respect to the human remains within 48 hours of notification. The MLD shall then have the opportunity to recommend to the property owner or the project proponent means for treating or disposing of, with appropriate dignity, the human remains and associated grave goods within 24 hours of notification. Whenever the NAHC is unable to identify a MLD, or the MLD fails to make a recommendation, or the landowner or his or her authorized representative rejects the recommendation of the MLD and the mediation provided for in subdivision (k) of PRC Section 5097.94 fails to provide measures acceptable to the landowner, the landowner or his or her authorized representative shall re-inter the human remains and items associated with Native American burials with appropriate dignity on the property in a location not subject to further subsurface disturbance.					
GEOLOGY AND SOILS					
Measure G-1 The City of Montebello and the County of Los Angeles have adopted a number of existing codes and policies pertaining to geology and soils that would serve to mitigate the impacts of the proposed project. During final design, applicable current codes and policies will be incorporated into the project design as follows: Grading operations and construction shall be conducted in conformance with the applicable County of Los Angeles Grading Manual, or consistent with the recommendations included in geotechnical reports for this	Project Applicant / Contractor	During final design and verified during construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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				SOURCE	COMMENTS
project. - The building and seismic design shall be in accordance with the 2007 California Building Code. - The abandonment of septic tanks, leech field, and seepage pits, if encountered during grading, shall be performed in accordance with the Uniform Plumbing Code requirements.					
Measure G-2 Potential seismic hazards related to liquefaction and earthquake induced landslides shall be evaluated and mitigated in accordance with the State of California Division of Mines and Geology, Seismic Hazard Mapping Act (Special Publication 117).	Project Applicant / Contractor	During final design and verified during construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-3 Prior to final design, the geotechnical consultant shall perform additional explorations (including those described in the PGIR) at the site to characterize the geology in specific areas at a design level of detail. The data collected will be used as appropriate to refine slope stabilization techniques and project recommendations during the final design process. The data will be presented in future 40-scale grading plan review reports.	Project Applicant / Geotechnical Consultant	Prior to final design	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	<u>Report re: Geotechnical Investigation and Review of 40 Scale Mass Grading Plan for Phase A of Montebello Hills Development performed by NMG Geotechnical, Inc.</u> (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-4 Detailed geotechnical investigation reports for each rough grading plan shall be submitted with engineered grading plans to provide a design and/or construction level evaluation of faults, subsidence, slope stability, settlement, foundations, grading constraints, liquefaction potential, expansion potential, issues related to shallow groundwater and other soil engineering design conditions and provide site-specific recommendations to mitigate these issues/hazards. The geotechnical reports shall be prepared and signed/stamped by a Registered Civil	Project Applicant / Registered Civil Engineer and Certified Engineering Geologist	Prior to final design	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	<u>Report re: Geotechnical Review of Verdura Retaining Wall Plan and Design Report by NMG Geotechnical, Inc.; Report re: Geotechnical Response to City of Montebello Review Comments by NMG Geotechnical, Inc</u> (Title of Monitoring Report or Recording Document (if applicable))	

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Engineer specializing in geotechnical engineering and a Certified Engineering Geologist. Geotechnical rough grading plan review reports shall be prepared in accordance with the County of Los Angeles Geotechnical Report Manual and the Grading Code and Guidelines.					
Measure G-5 Prior to the issuance of grading permits, grading level details of the proposed cut and fill slopes shall be evaluated for stability, per County of Los Angeles Grading Code and Guidelines. The hillside areas shall be evaluated on a site-by-site basis to assess the gross and surficial stability and any design or construction level adjustments or stabilization features needed to implement the development. If these hillsides have adverse bedding conditions, shear keys or buttresses will be constructed to stabilize them.	Project Applicant / Contractor	Prior to issuance of grading permit	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	<u>VTM 70420 Montebello Hills Phase A Preliminary Grading Plan</u> (Title of Monitoring Report or Recording Document (if applicable))	
Measure G-6 During final design, additional precise grading plan review studies would be necessary once civil engineered grading plans become available, to demonstrate conformance with the performance standards as listed in the County of Los Angeles Grading Guidelines.	Project Applicant	During final design	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-7 Prior to or during grading, specific locations of significant vegetation, miscellaneous trash, the abandoned buildings, and gas plant; concrete structures; non-functioning, abandoned pipelines; pipelines to be abandoned; and other deleterious materials shall be identified and removed and disposed of offsite.	Project Applicant / Contractor	Prior to or during grading	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-8 During site preparation, per the County of Los Angeles Grading Code and Guidelines, grading and earthwork shall be performed under the observation of a Registered Civil Engineer specializing in Geotechnical Engineering in order to evaluate removal of unsuitable material,	Project Applicant / Contractor / Registered Civil Engineer	During site preparation	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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achieve proper sub-grade preparation, selection of satisfactory fill materials, placement and compaction of structural fill, stability of finished slopes, design of buttress fills, subdrain installation and incorporation of data supplied by the engineering geologist.					
Measure G-9 During site preparation and throughout grading, per the County of Los Angeles Grading Code and Guidelines, grading and earthwork shall also be performed under the observation of a Certified Engineering Geologist to provide professional review and written approval of the adequacy of natural ground and/or remedial removal bottoms for receiving fills, the stability of cut slopes with respect to geological matters, and the need for subdrains or other groundwater drainage devices. The geologist shall geologically map the exposed earth units during grading to verify the anticipated conditions, and if different, provide findings to the geotechnical engineer for possible design modifications.	Project Applicant / Contractor / Certified Engineering Geologist	During site preparation and throughout grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-10 Prior to or during grading, the five onsite monitoring wells shall be abandoned in accordance with the Los Angeles County Health Care Agency guidelines.	Project Applicant / Contractor	Prior to or during grading	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-11 During site preparation and grading, verification and refinement of actual geotechnical conditions during grading and slope stabilization is needed. Geotechnical observation and testing shall be conducted during grading at the following stages: • Following clearing and grubbing, prior to site processing or fill placement. • During and following cutting of slopes, remedial removals of unsuitable material, excavation of slope	Project Applicant / Contractor	During site preparation and grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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stabilization measures and overexcavation/capping. • During installation of subdrains. • During fill placement. • During and after excavations for storm-drain structures. • During backfill of storm-drain improvements. • When any unusual or unexpected geotechnical conditions are encountered during grading and construction.					
Measure G-12 Dewatering, through the use of sump pumps, may be required during grading of the deeper shear keys. The contractor will coordinate with the City of Montebello and other appropriate agencies for discharge requirements.	Project Applicant / Contractor	During grading of the deeper shear keys	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-13 Grading and excavation will be performed in accordance with the General Earthwork and Grading Specifications contained in Appendix G of the PGIR. In particular: • After completion of acceptable remedial removals, the approved bottom shall be scarified, moisture-conditioned and recompact prior to placement of fill. • Fill shall be placed in nearly horizontal lifts less than 8 inches in loose thickness, moisture-conditioned and compacted to a minimum 90 percent of the maximum density. • Fills placed against ground sloping more than 5:1 (H:V) shall be keyed and benched into competent	Project Applicant / Contractor	During grading and excavation	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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material. - In areas of fill deeper than 40 feet, the fill below this level shall be compacted to a minimum of 93 percent relative compaction unless, in accordance with page 23 of the geotechnical report for this project, additional project specific data and analysis are presented to demonstrate to the satisfaction of the City that 90 percent relative compaction is sufficient. - On-site materials which are relatively free of deleterious substances shall be suitable for use as compacted fill. - The appropriate representative will be available during grading, as determined by the City engineer or designee, to evaluate hydrocarbon impacted soils and direct the contractor on proper placement of the impacted soils in accordance with the Remedial Action Plan and the Soil Management Plan. - If oversize rock materials are generated during grading, the contractor may break the rock into fragments less than 12 inches in largest dimension. Oversize material would require special handling and placement in deeper fills. Rocks over 12 inches in size may be placed in the deeper fills at the site (deeper than 10 feet below finish grade or 2 feet below the deepest utility) in accordance with the specifications in the PGIR.					

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- Recycled materials (concrete and asphalt) may be incorporated into the fill, but should be dispersed throughout the fill bodies. They should be placed below a depth of 10 feet or 2 feet below the deepest utility. - Slope faces shall be compacted to a minimum of 90 percent relative compaction.					
Measure G-14 The following over excavation measures will be implemented during grading: - In order to help mitigate the differential earth materials underlying and help mitigate potential effects of sympathetic movement along bedding planes or faults during an earthquake, design cut areas of residential pads shall be over excavated a minimum of 10 feet to provide a uniform thickness of fill over the building pad areas. - Future building areas that expose sheared bedding, significant clay beds or clayey faults that dip more than 30 degrees from horizontal shall be provided with multiple (2 to 3) layers of geogrid spaced every 1 to 1.5 feet near the bottom of the fill cap. - The eastern-most planned water tank pad at the northwestern tank site shall be over excavated a minimum of 15 feet due to anticipated differential fill thicknesses and the potential for differing subsurface conditions. - The southern tank site shall be over excavated	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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to a minimum depth of 5 feet to provide a uniform fill cap. - In the street and parkway areas, bedrock shall be over excavated a minimum of 3 feet below finish <i>grade</i>. - The water quality basins shall also be overexcavated to a minimum depth of 5 feet and replaced with compacted fill. - If natural hydrocarbon-bearing bedrock is exposed at or near finish grade, the Remedial Action Plan will provide the recommended depth of over excavation based on the screening levels established in the Remedial Action Plan.					
Measure G-15 The following remedial removal measures will be implemented during grading: - Unsuitable earth materials shall be removed prior to placement of proposed fill. - Uncertified fills onsite shall be entirely removed within 1H:1V influence zones of residential structures. - Estimated removal depths generally vary from 5 to 35 feet from existing grades. Actual depths and lateral limits shall be determined in the field during grading by the geotechnical consultant. - Removal bottoms shall expose competent material. - Fill/bedrock contacts within thirty vertical feet of the design surface shall be no steeper than	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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1.5H:1V.					
Measure G-16 Prior to final design, significant changes to the subject grading plan may also create the need for additional exploration and/or geotechnical analyses. Future grading plans and any revisions/changes to the current plan for the proposed site development shall be reviewed and accepted by the City engineer or designee prior to grading. Geotechnical reports with recommendations specific to engineering grading plans and proposed residential development shall be issued once construction level plans are available.	Project Applicant / City Engineer or Designee	Prior to final design Approval by City Engineer or Designee of future grading plans and any revisions/changes to current plan prior to grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-17 The following slope-stabilization measures will be refined during final design and implemented during grading: - Buttresses and shear keys are recommended throughout the site on the order of 35 to 70 feet wide by 10 to 20 feet deep to provide a minimum Factor of Safety (FOS) of 1.5. The recommended shear keys and buttresses have been designed with a 1:5H:1V to 2H:1V backcuts and would vary from 60 to 170 feet in height. - Stabilization fill keys are recommended for cut slopes that are grossly stable, but are subject to erosion or surficial instability. The stabilization fill keys typically range between 15 to 30 feet wide and 5 to 10 feet deep. - Side hill fill keys are locally recommended along daylight cut conditions to help mitigate the potential effects of slope creep of the weathered materials. The preliminary design for these	Project Applicant / Contractor	During final design and during grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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keys is 30 feet wide by 20 to 30 feet deep. The keys shall be constructed with a 1.5H:1V slope ratio backcut and a 1H:1V slope ratio frontcut. An alternative to side hill fill keys would be a structural setback from the top of slope/hillside. Fill keys are recommended at the toes of planned fill slopes and fill over cut slopes. Fill keys shall be excavated a minimum of 2 feet into competent material and be a minimum of 15 feet wide with a 1-foot tiltback at the heel of the key. - The existing slope at Lincoln Avenue is stable as designed at a 1.5H:1V slope ratio. Due to the presence of overhead power lines at the existing toe of the slope, a 15- to 20-foot-wide bench is also provided along the toe of the slope. In addition, planned landscaping shall be established as soon as practical following completion of the slope to prevent erosion and shallow sloughing of the slope face. - Where the proposed MSE walls would be placed on fill slopes, the front of the key bottom shall extend at minimum to a point defined by a 1H:1V projection down from the toe of the wall. The front cuts for fill keys shall be made at a 1H:1V slope ratio or flatter.					
Measure G-18 The following recommendations pertaining to subdrains will be implemented during grading: Subdrains for fill slopes, stabilization fills,	Project Applicant / Contractor	During grading	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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sidehill keys and canyon fills shall be designed and constructed in accordance with the minimum recommendations provided in Appendix G of the PGIR. - Canyon-type subdrains shall be a minimum of 9 cubic feet per linear foot with a 6-inch collection pipe and should be placed on the removal bottoms of the canyons prior to placement of fill. The pipe diameter may be decreased to 4 inches in diameter where the run of the subdrain does not exceed 500 linear feet. - Backdrains for fill slopes, stabilization fills and sidehill keys shall be a minimum of 4 cubic feet per linear foot with a 4-inch collection pipe and located at 30-foot-vertical intervals with outlets every 100 feet through the slope face. Within the keyway excavations, backdrains shall be placed as low as possible on the backcut.					
Measure G-19 Prior to construction, installation of surface monuments is recommended to monitor settlement in areas of relatively deep fill. Monuments should be surveyed twice a month until settlement trends are established and then monthly thereafter until the geotechnical consultant determines that no additional surveyed monument monitoring is needed. Monuments shall be installed as soon as possible after reaching design grades.	Project Applicant / Contractor / Geotechnical Consultant	Prior to construction Monuments Monitoring: Survey twice a month until settlement trends are established, then monthly thereafter until Geotechnical Consultant determines no further monitoring is needed Monuments Installation: As soon as possible after reaching design grades	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure G-20 During and after construction, maintenance of adequate surface drainage, proper disposal of runoff water and control of irrigation are	Project Applicant / Contractor Future Homeowners Association /	During and after construction Drainage devices maintenance during	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document)	

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recommended to help reduce the potential for future moisture-related problems. Ponding of water on the structural pads shall not be allowed. In addition, positive surface drainage shall be provided to direct runoff away from slopes and structures and toward streets or suitable drainage devices. These devices should be maintained and periodically cleaned out. Depending upon the location of the drainage devices, the maintenance should be implemented by the future Homeowners Association (HOA), the individual homeowners, the City of Montebello, or by a non-profit organization.	Individual Homeowners / City of Montebello / Non-Profit Organization	operation		(if applicable))	
Measure G-21 During and after construction, permanent manufactured slopes shall be protected from erosion by planting with appropriate ground cover or by placing suitable erosion protection. These measures shall be applied prior to the rainy season. Proper drainage shall be designed and maintained to collect surface waters and direct them away from slopes.	Project Applicant / Contractor	During and after construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
HAZARDS AND HAZARDOUS MATERIALS					
Measure HM-1 Prior to issuance of grading permits, the project contractor shall prepare to the satisfaction of the City a traffic control plan for construction activities, which assures that traffic flow is maintained. The plan shall include, at a minimum, a detour plan which will help facilitate traffic flow, construction truck access points and routes, and shall also include any other construction operation traffic features necessary to maintain traffic flow.	Project Applicant / Contractor	Prior to issuance of grading permits	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-2 Prior to issuance of the precise grading permits for each construction phase, a copy of the DOGGR approved construction site review plan shall be submitted to the City Building Department. The DOGGR approved construction site review plan shall meet the following standards: all wells within	Project Applicant / Contractor	Prior to issuance of the precise grading permits for each construction phase	Planning and Community Development / Building Division / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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each construction phase footprint shall be located prior to the start of grading activities. To mitigate for any possible disruption of abandoned wells during excavation and grading and to assure that no abandoned wells are leaking, all of the abandoned wells within each construction phase footprint shall be tested for leaks and soil gas testing shall be conducted in the vicinity of all abandoned wells at the completion of grading within each construction phase. Any wells that are determined to be leaking shall be re-abandoned to the current DOGGR standard.					
Measure HM-3 Methane vapor barriers and passive vent systems shall be installed for all residential and public buildings to prevent hazards posed by any potential migration/intrusion of hydrocarbon or other vapors into structures. The design and installation of the methane vapor barriers and passive vent systems shall be certified by a Methane Barrier Inspector who has a valid qualified inspector manufacturer's certification for at least one of the methane barrier products used for the development. The certification for the methane vapor barriers and structures shall be submitted to the City Building Department prior to issuance of certificates of occupancy.	Project Applicant / Contractor / Methane Barrier Inspector	Prior to issuance of certificates of occupancy	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-4 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall be responsible for their fair share (not to exceed 10% of the total cost of preparing the modification to the Plan to expand it to include the proposed project or \$20,000, whichever is less) for modifications to the existing emergency response planning document (Montebello Emergency Operations Plan) enacted by the Montebello Fire Department, in which a new community based emergency response plan (coordinated with the oil field operator) is established for the project site to the satisfaction of the Montebello Fire	Project Applicant	Prior to the issuance of the first certificate of occupancy for the first residential unit	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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Department. In addition, the HOA covenants, conditions, and restrictions (CC&Rs) shall include an emergency access plan approved by the Montebello Fire Department.					
Measure HM-5 Prior to the issuance of the first residential certificate of use and occupancy for each phase, the Applicant shall provide to the City a copy of the No Further Action Letter from the RWQCB and show that soil remediation has taken place to the levels approved by the RWQCB.	Project Applicant	Prior to issuance of a certificate of use and occupancy for each phase	Planning and Community Development / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-6 Prior to the issuance of the first residential building permits within 600 feet of the proposed gas plant, the Applicant shall provide a gas plant hazards analysis based on final design plans to the satisfaction of the City Fire and Building Department demonstrating that gas plant hazard footprints will not reach the residential lots. The hazards analysis and methodology shall be consistent with that in the EIR and based on gas plant piping, instrument diagrams (P & IDs), and equipment lists. Such review shall be based on the City’s independent review of the oil operator’s analysis, and to the City’s satisfaction.	Project Applicant	Prior to the issuance of the first residential building permits within 600 feet of the proposed gas plant	Planning and Community Development / Building Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure HM-7 Prior to the issuance of building permits, the Applicant shall provide to the City Building Department a map demonstrating that the habitable spaces within the residential units for which a building permit is sought will be a minimum of 10 feet from any certified abandoned well casing.	Project Applicant	Prior to issuance of building permits	Planning and Community Development / Building Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
NOISE					
Measure N-1 No construction shall occur on Sundays or legal holidays.	Project Applicant / Contractor	Verify during all phases of construction	Planning and Community Development / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document	

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				(if applicable))	
Measure N-2 All construction equipment shall be muffled and maintained in proper working order to reduce equipment related noise generation. Installing a muffler on the intake and/or exhaust of the construction equipment will help reduce or muffle the sound emanating from it.	Project Applicant / Contractor	Verify during all phases of construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure N-3 Prior to the issuance of the first certificate of occupancy for the first residential unit, the Applicant shall provide the City with evidence that the oil field operator has implemented the following measure: The Applicant and his successor or assigns will cause the oil operator to install temporary sound walls, equipment enclosures, low noise engines, and/or other noise reduction measures to assure that the noise levels at the nearest residence are below 65 dBA during the day and 60 dBA at night prior to commencement of the use of a workover rig or well drilling/redrilling at all Oil Pads. If baseline noise levels at the nearest residence are above 65 dBA during the day or 60 dBA during the night, then the workovers or drill rig operations shall not increase the baseline noise levels by more than 5 dBA during daytime hours (7 am-10 pm per City of Montebello Municipal Code) and 3dBA during night time hours (10 pm-7 am). An acoustical engineer shall verify to the satisfaction of the City that these performance standards have been met.	Project Applicant / Acoustical Engineer	Prior to the issuance of any certificate of occupancy for the proposed project and upon verification that performance standards have been met	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure N-4 Once the final development pad locations and elevations are known, an exterior noise analysis shall be conducted for those residential areas subject to roadway noise levels in excess of 65 dB CNEL. Residential development sites that would exceed the 65 dB CNEL standard, due to road noise, shall have measures incorporated into the final design to reduce the exterior noise level to at least	Project Applicant	Prior to issuance of building permits (once the final development pad locations and elevations are known and the approval of the exterior noise analysis by the City of Montebello)	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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65 dB CNEL. These measures could include sound barriers, earthen berms, landscaping, and/or other noise reduction measures. The analysis shall be submitted to the City for review and approval prior to issuance of building permits.					
PUBLIC SERVICES					
Measure PS-1 A Fire Safety Plan shall be implemented to the satisfaction of the Fire Department as part of the project design which include the existing and new public street at-grade emergency access points, emergency staging area access, new emergency access points from the internal multi-use trails, and the fire protection zone/fuel modification zone. As part of the Fire Safety Plan, project plans shall be submitted for approval by the Montebello Fire Department prior to the issuance of a building permit for each phase of development. The plot plans shall include the following minimum design features: location and grade of access roads and fire lanes, roadway widths, distance of buildings from an edge of a roadway of an improved street, access road, or designated fire lane, turning areas, and fire hydrants.	Project Applicant / Contractor	During final design and prior to issuance of a building permit for each phase of development (upon approval of the Montebello Fire Department)	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-2 The Fire Department has determined that apparatus or equipment with a maximum cost of \$1,000,000 (with any necessary adjustments for inflation) and installation of signal interceptors at Liberty, Jefferson, and Paramount/Montebello will be sufficient to maintain the City-wide average response time. Prior to the issuance of the 600 th residential certificate of occupancy for the project, the Applicant shall purchase equipment not to exceed \$1,000,000 in cost (with any necessary adjustments for inflation) that is determined by the Fire Department to be appropriate to maintain the City-wide average response time. For example, the Applicant's contribution may be used to purchase a new 80-100' long tractor-drawn quint-type fire	Project Applicant	Prior to the issuance of the 600th residential certificate of occupancy for the project (80-100' long tractor-drawn quint-type fire apparatus)	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

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apparatus, equipped with an engine with appropriate uphill speed capacity for the area. In addition, prior to the issuance of the 600th residential certificate of occupancy for the project, the Applicant shall install signal interceptors at Liberty, Jefferson, and Paramount/Montebello. Together, the apparatus and the signal interceptors will help maintain the City-wide average response time.					
Measure PS-3 is no longer required. Please note that PS measure numbering will not change.					
Measure PS-4 The Applicant/ Merchant Builder shall not allow combustible fencing to be placed along the interface access areas adjacent to the fuel modification zone.	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-5 The Applicant/Merchant Builder shall ensure that building construction will include noncombustible roofing and exterior finishes, boxed eaves, and self-closing attic vents as required by the Montebello Municipal Code.	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-6 The Applicant/ Merchant Builder shall ensure that sprinkler system requirements (new homes & recreation facilities) will be met in accordance with the Montebello Uniform Fire Code (Chapter 15.32 of the Montebello Municipal Code).	Project Applicant / Merchant Builder / Contractor	Verify during final plans and during construction	Planning and Community Development / Building Department / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-7 The Applicant/ Merchant Builder shall ensure that adequate ingress and egress and turnaround areas capable of meeting the turning radius of the Montebello Fire Department's largest fire engine are available for all project component areas to the satisfaction of the Fire Department.	Project Applicant / Merchant Builder	Verify during final plans and during construction	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-8 The final design of the project shall include fire hydrants at locations specified by the Montebello Fire Department.	Project Applicant / Contractor	During final design and during construction	Planning and Community Development / Fire Department / Designated Monitor ⁽¹⁾		
				(Title of Monitoring Report or Recording Document)	

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				SOURCE	COMMENTS
				(if applicable))	
Measure PS-9 The Applicant shall contribute to additional police personnel and associated equipment to maintain appropriate service levels. The Police Department has determined that the personnel and equipment needs are: 4 police officers, 1 police corporal, 1 dispatcher, and records technician, and 1 new police vehicle. The Applicant's contribution shall be phased based on the number of units occupied, in proportion to the police officers potentially needed at project completion. Once Project revenue, as determined by the Fiscal Impact Report, is sufficient to fund the additional personnel, on a proportional basis, the Applicant will be responsible for that portion of the funding that is not yet provided by Project revenue. Once Project revenue, as determined by the Fiscal Impact Report, is sufficient to fund all of the listed personnel, the Applicant will no longer be responsible for the staffing contribution.	Project Applicant	Phased based on the number of units occupied and once proposed project revenue, as determined by the Fiscal Impact Report, is sufficient to fund the additional personnel and associated equipment	Planning and Community Development / Police Department / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-10 The Applicant shall pay the developer impact fees as authorized and limited by SB 50. The developer shall pay the most current developer impact fees prior to issuance of building permits for each phase.	Project Applicant	Prior to issuance of building permits for each phase	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure PS-11 The Applicant shall provide one public access computer as requested by the County of Los Angeles Public Library letter dated September 5, 2008.	Project Applicant	Prior to issuance of building permits	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
TRANSPORTATION AND CIRCULATION					
Measure T-1 Prior to the peak year of construction, the City shall require the construction contractor to implement a Congestion Management Program that will include, at a minimum, the following: Employee hours shall be staggered to avoid peak periods of 7:00 A.M.	Project Applicant / Contractor	Prior to the peak year of construction	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. This can be accomplished as part of construction planning. - No more than 10 heavy-duty (3-axle or larger) truck trips shall be allowed during the peak periods of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. - Truck routing shall avoid the identified impact locations during peak hours, or be limited to insignificant levels, for both inbound and outbound movements. Truck routes shall not merely be diverted to other routes, which could cause new significant impacts in other locations. - Provide temporary traffic controls such as a flag person, during all phases of construction to maintain smooth traffic flow at site access points. - Restrict construction activities and any haul truck deliveries that affect traffic flow on the arterial system to off-peak hour, to the extent feasible. - Reroute construction trucks away from congested streets or sensitive receptor areas to the maximum extent feasible. - Implement a trip reduction program for construction employees, and provide incentives to workers for carpooling to and from the construction site.					
Measure T-2 The Applicant shall complete the following identified intersection improvements at the following locations, within the specified timeframes: - Prior to issuance of the Certificate of Occupancy for the 1st residential unit: <u>San Gabriel Boulevard and Plaza Drive</u> — Signalization, convert eastbound left-turn lane to a shared left/right turn lane, additional northbound	Project Applicant	Prior to issuance of the Certificate of Occupancy for the the residential unit (San Gabriel Blvd. & Plaza Dr., San Gabriel Blvd. & Lincoln Ave., & Paramount Blvd. and Montebello Blvd.) as specified in condition.	Planning and Community Development / Engineering Division ⁽²⁾ / Designated Monitor ⁽¹⁾	Montebello Hills Signing and Striping and Traffic Signal Modifications on Montebello Bld at "A" Street and Paramount Blvd.; Street Improvement Plans in the City of Montebello (Title of Monitoring Report or Recording Document (if applicable))	Undated but expires on 9/30/19; Street Improvement Plans submitted on 2/11/19

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
left-turn lane with protected phasing. - o <u>San Gabriel Boulevard and Lincoln Avenue</u> — Convert eastbound left-turn lane to a shared left/right turn lane. - o <u>Paramount Boulevard and Montebello Boulevard</u> — Improved directional/lane usage through new overhead sign structure and striped indications, and synchroniaization/coordination with adjacent traffic signals including cable or wireless interconnect. • Prior to issuance of the Certificate of Occupancy for the 201st residential unit: - o <u>Montebello Boulevard and Lincoln Avenue</u> — Add new northbound and westbound right-turn lanes. • Prior to issuance of the Certificate of Occupancy for the 601st residential unit: - o <u>Rosemead Boulevard and San Gabriel Boulevard</u> — Additional southbound right turn lane, including widening to replace shoulder. • Prior to issuance of the Certificate of Occupancy for the 801st residential unit: - o <u>Montebello Boulevard and Montebello Town Square/Sears Driveway</u> — Add third eastbound thru lane and southbound right-turn overlap phase. • Prior to issuance of the Certificate of Occupancy for the 1,001st residential unit: - o <u>Paramount Boulevard and San Gabriel Boulevard/Hill Drive</u> — Provide a new eastbound right-turn lane. To the extent that other projects would significantly impact the above-listed					

VTM C 70420 CONDITIONS OF APPROVAL/MITIGATION MEASURE	IMPLEMENTATION RESPONSIBILITY	TIMING OF IMPLEMENTATION	RESPONSIBLE FOR MONITORING	DOCUMENTATION OF COMPLIANCE	
				SOURCE	COMMENTS
intersections and are implemented prior to the Applicant's initiation of such improvements, those other projects would be responsible for mitigating their own direct project impacts. In the event those other projects' mitigation measures overlap with the mitigation measures listed above, the Applicant's responsibility for the above-listed mitigation measure shall be reduced by whatever percentage the improvement has been completed by those other projects. The Applicant shall complete the following identified roadway segment improvement at the following location, within the specified timeframe: Prior to issuance of the Certificate of Occupancy for the 601st residential unit, the Applicant shall add a third eastbound through lane to Montebello Boulevard along the project site frontage.					
Measure T-3 No additional intersection or roadway segment improvements are required for the post-project year 2020 conditions.	Project Applicant	Post-construction	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	
Measure T-4 The Applicant shall contribute its fair-share of identified intersection improvements at the following locations, within the specified timeframes: - Prior to issuance of the Certificate of Occupancy for the 801st residential unit: <u>Montebello Boulevard and Avenida de la Merced</u> — Extend the northbound approach red curb and provide a new right-turn lane.	Project Applicant	Prior to issuance of the Certificate of Occupancy for the 801st residential unit (Montebello Blvd. & Avenida de la Merced) as specified in condition.	Planning and Community Development / Designated Monitor ⁽¹⁾	(Title of Monitoring Report or Recording Document (if applicable))	

- (1) The Director of Planning and Community Development Department may assign and/or designate a responsible designee or monitoring agent to oversee the execution of the mitigation measures.
- (2) Note that the Engineering Division is part of the Public Works Department.

SUBDIVISION IMPROVEMENT AGREEMENT

DATE OF AGREEMENT: _____, 20____.

NAME OF SUBDIVIDER: Toll CA XX, L.P.
(referred to as "SUBDIVIDER")

NAME OF SUBDIVISION: Montebello Hills No. of Lots: 78
(referred to as "SUBDIVISION")

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: 15-34 (TM No: 70420)
(referred to as "Resolution of Approval")

IMPROVEMENT PLANS APPROVED ON: 1) Street Improvement Plans in the City of Montebello, Montebello Hills Tract 70420; 2) Montebello Blvd. Bike Lane and Sidewalk Improvement, Project No. 100.30.10, CIP 864, Bid #19-05, State Funded Project No. ATPSB1L-5247(026); 3) Public Sewer Improvement Plans, VTTM No. 70420, Montebello Hills; 4) VTTM 70420 Montebello Hills Phase A Preliminary Grading Plan
(referred to as "Improvement Plans")

ESTIMATED TOTAL COST OF IMPROVEMENTS: 1) \$7,104,077.99; 2) \$881,159.00;
3) \$1,928,302.08; 4) \$5,286,849.50 TOTAL: \$15,200,388.57

ESTIMATED TOTAL COST OF MONUMENTATION: \$301,000

SURETY:

- 1) BOND NO.: 9303965 SURETY: Fidelity and Deposit Company of Maryland
- 2) BOND NO.: 9303966 SURETY: Fidelity and Deposit Company of Maryland
- 3) BOND NO.: 9303967 SURETY: Fidelity and Deposit Company of Maryland
- 4) BOND NO.: 9303968 SURETY: Fidelity and Deposit Company of Maryland

-OR-

IRREVOCABLE STAND-BY LETTER OF CREDIT NO. _____ FINANCIAL
INSTITUTION: _____

-OR-

CASH/CERTIFICATE OF DEPOSIT, AGREEMENT DATED: _____ FINANCIAL
INSTITUTION: _____

This Agreement is made and entered into by and between the City of Montebello, a municipal corporation of the State of California, hereinafter referred to as "CITY", and Toll CA XX, L.P., hereinafter referred to as "SUBDIVIDER" (collectively referred to as the "Parties").

RECITALS

A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed SUBDIVISION pursuant to provisions of the Subdivision Map Act of the State of California and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and the CITY's ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

B. A tentative map of the SUBDIVISION has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that SUBDIVIDER must have complied with the Resolution of Approval and must have either (a) completed, in compliance with CITY standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval or (b) have entered into a secured agreement with CITY to complete the improvements and land development within a period of time specified by CITY.

D. In consideration of the approval of a final map for the SUBDIVISION by the City Council, SUBDIVIDER desires to enter into this Agreement, whereby SUBDIVIDER promises to install and complete, at SUBDIVIDER's own expense, all the public improvement work required by CITY in connection with the proposed SUBDIVISION as defined on the Improvement Plans (the "Improvements"). SUBDIVIDER has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City Attorney.

E. Complete Improvement Plans for the construction, installation, and completion of the Improvements have been prepared by SUBDIVIDER and approved by the City Engineer. The Improvement Plans numbered as referenced previously in this Agreement are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans

shall include reference to any specifications for the Improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the Improvements according to the Improvement Plans has been made and has been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as Exhibit "A" to this Agreement.

G. CITY has adopted standards for the construction and installation of Improvements within the CITY. The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of the Resolution of Approval.

H. All public improvement monuments, street signs, and stakes as specified on the final map are to be completed prior to final formal acceptance by the City Council. Individual property monuments must be installed within one year from the formal final Council acceptance of said SUBDIVISION.

I. SUBDIVIDER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the Improvements by SUBDIVIDER's failure to perform its obligations to commence construction of the Improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION constitutes an adequate remedy for default by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the SUBDIVISION, SUBDIVIDER and CITY agree as follows:

1. SUBDIVIDER's Obligation to Construct Improvements. SUBDIVIDER shall:

A. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws.

B. Complete at SUBDIVIDER's own expense, all of the public Improvement work required by the Resolution of Approval in conformance with approved Improvement Plans within two (2) years from date of execution of this Agreement; provided however, that the Improvements shall not be deemed to be completed until accepted by City Council as provided in Section 17 herein.

C. Furnish the necessary materials for completion of the public Improvements in conformity with the Improvement Plans.

D. Acquire, or pay the cost of acquisition by CITY, and dedicate all rights-of-way, easements and other interests in real property for construction and installation of the public Improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private sanitary sewer, domestic water, drainage, and/or utility easements or authorization to accommodate the SUBDIVISION.

E. Commence construction of the Improvements by the time established in Section 22 of this Agreement and complete the Improvements by the deadline stated in Section 1.B. above, unless a time extension is granted by the CITY as authorized in Section 22.

F. Install all SUBDIVISION public improvement monuments required by law and prior to formal final acceptance of the public improvements by CITY. Individual property monuments shall be installed within one year of said acceptance.

G. Install street name signs conforming to CITY standards. Permanent street name signs shall be installed before acceptance of the improvements by CITY.

2. Acquisition and Dedication of Easements or Rights-of-Way. If any of the public improvement and land use development work contemplated by this Agreement is to be constructed or installed on land not owned by CITY or SUBDIVIDER, no construction or installation of such public improvement shall be commenced before:

A. The offer of dedication to CITY of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements or work, or

B. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

C. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. SUBDIVIDER shall comply in all respects with the order of possession.

Nothing in this Section 2 shall be construed as authorizing or granting an extension of time to SUBDIVIDER.

3. Security. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

A. to assure faithful performance of this Agreement in regard to said

Improvements in an amount of 100% of the estimated cost of the Improvements; and

B. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed and installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the Improvements; and

C. to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the Improvements; and

D. SUBDIVIDER shall also furnish to CITY good and sufficient security in the amount of one hundred percent (100%) of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement in Section 1.F for a period of one year plus thirty (30) days from formal acceptance by the City Council.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on page 1 of this Agreement are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall: 1) comply with all the requirements for security in this Agreement; 2) be provided to the City Engineer to be filed with the City Clerk and, upon filing, 3) shall be deemed to have been made a part of and incorporated into this Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

4. Alterations to Improvement Plans.

A. Any changes, alterations or additions to the Improvement Plans not exceeding ten percent (10%) of the original estimated cost of the Improvements, which are mutually agreed upon by CITY and SUBDIVIDER, shall not relieve the improvement security given for faithful performance of this Agreement. In the event such changes, alterations, or additions exceed 10% of the original estimated cost of the improvement, SUBDIVIDER shall provide improvement security for faithful performance as required by Section 3 of this Agreement for one hundred percent (100%) of the total estimated cost of the Improvements as changed, altered, or amended, minus any completed partial releases allowed by Section 6 of this Agreement.

B. The SUBDIVIDER shall construct the Improvements in accordance with CITY standards in effect at the time of adoption of the Resolution of Approval. CITY reserves the right to modify the standards applicable to the SUBDIVISION and this Agreement, when necessary to protect the public safety or welfare or comply with applicable state or federal law or CITY zoning ordinances. If SUBDIVIDER requests and is granted an extension of time for completion of the Improvements, CITY may apply the standards in effect at the time of the extension.

5. Inspection. SUBDIVIDER shall at all times maintain proper facilities and safe access for inspection of the public Improvements by CITY inspectors and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final inspection by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determines that the work has been completed in accordance with this Agreement, then the City Engineer shall certify the completion of the public improvements to the City Council. No improvements shall be finally accepted by the City Council unless all aspects of the work have been inspected and completed in accordance with the Improvement Plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such improvements, CITY shall be given timely notice of SUBDIVIDER's readiness for such inspection and SUBDIVIDER shall not proceed with additional work until the inspection has been made and the work approved. SUBDIVIDER shall bear all costs of inspection and certification. No improvements shall be deemed completed until accepted by the City Council pursuant to Section 17 herein.

6. Release of Securities. The securities required by this Agreement shall be released as following:

A. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection B hereof.

B. The City Engineer may release a portion of the security given for faithful performance of improvement work as the improvement progresses upon application thereof by the SUBDIVIDER; provided, however, that no such release shall be for an amount less than twenty-five percent (25%) of the total improvement security given for faithful performance of the improvement work and that the security shall not be reduced to an amount less than fifty percent (50%) of the total improvement security given for faithful performance until final completion and acceptance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

C. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after completion and acceptance of the work, be reduced to an amount equal to no less than 125% of the total claimed by all claimants for whom liens have been filed and of which notice has been given to the CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the Security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

D. No security given for the guarantee or warranty of work shall be

released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 10, the warranty period shall not commence until formal final acceptance of all the work and improvements by the City Council.

E. CITY may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. Injury to Public Improvements, Public Property or Public Utilities Facilities. SUBDIVIDER shall replace or repair or have replaced or repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. Permits. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain all necessary local, state and federal permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law. For purposes of this Agreement, all permits and licenses necessary to commence construction of the Improvements shown on the Improvement Plans are collectively referred to as "the Permits" and shall include the local, state, and federal discretionary and ministerial permits and authorizations including but not limited to the state and federal permits and authorizations issued pursuant to the applications submitted for the Subdivision that apply to the Improvements including: (i) the U.S. Fish & Wildlife Service (USFWS) April 2, 2009 Biological Opinion for the Development of the Montebello Hills Development and Conservation Project as updated by the USFWS Biological Opinion Update that is based upon June 28, 2019 information submitted to USFWS; (ii) the February 15, 2019 application for Section 401 Water Quality Certification for the 488-acre Montebello Hills Development and Conservation Project, Located in the City of Montebello, Los Angeles County, California (Section 401 Certification); (iii) the March 5, 2019 Notification for Section 1602 Streambed Alteration Agreement Associated with the 488-acre Montebello Hills Development and Conservation Project Located in the City of Montebello, Los Angeles County, California (Streambed Alteration Agreement), and (iv) the Application for Section 404 Individual Permit for the 488-acre Montebello Hills Development and Conservation Project, Located in the City of Montebello, Los Angeles County, California (Section 404 Permit).

9. Default of SUBDIVIDER.

A. A default of SUBDIVIDER shall include, but not be limited to:

(1) SUBDIVIDER's failure to timely commence construction of the Improvements under this Agreement. For purposes of this Agreement, "commence construction" shall mean to start site clearing, grading, and construction of the work following issuance of all Permits by all local, state and federal governmental agencies as set forth in Section 8;

(2) SUBDIVIDER's failure to timely complete construction of the Improvements following commencement of construction per section 9.A(1);

(3) SUBDIVIDER's failure to timely cure any defect in the Improvements;

(4) SUBDIVIDER's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the Improvements;

(5) SUBDIVIDER's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which SUBDIVIDER fails to discharge within thirty (30) days;

(6) the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(7) SUBDIVIDER's failure to perform any other obligation under this Agreement.

B. CITY reserves to itself all remedies available to it at law or in equity for breach of SUBDIVIDER's obligations under this Agreement. CITY shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate CITY's damages in event of default by SUBDIVIDER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY's damages for SUBDIVIDER's default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the public Improvements in accordance with the Improvement Plans and specifications contained herein.

In the event of SUBDIVIDER's default under this Agreement, SUBDIVIDER authorizes CITY to perform such obligation twenty (20) days after Subdivider's failure to cure a default following City's mailed written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and SUBDIVIDER agrees to pay the entire cost of such performance by CITY.

CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of SUBDIVIDER, and SUBDIVIDER's surety shall be liable to CITY for any excess cost or

damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to SUBDIVIDER as may be on the site of the work and necessary for performance of the work.

C. Failure of SUBDIVIDER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of notice of violation against all the lots in the SUBDIVISION, or to rescind the approval or otherwise revert the SUBDIVISION to acreage, provided that such failure of SUBDIVIDER to comply is within SUBDIVIDER's reasonable control. The remedy provided by this subsection C is in addition to and not in lieu of other remedies available to CITY. SUBDIVIDER agrees that the choice of remedy or remedies for SUBDIVIDER's breach shall be in the discretion of CITY.

D. In the event that SUBDIVIDER fails to perform any obligation hereunder, SUBDIVIDER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs.

E. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of SUBDIVIDER.

10. Warranty. SUBDIVIDER shall guarantee or warranty the work done pursuant to this Agreement for a period of one year after final formal acceptance of the SUBDIVISION by the City Council against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should SUBDIVIDER fail to act promptly or in accordance with this requirement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work twenty (20) days after mailing written notice of default to SUBDIVIDER and to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs.

11. SUBDIVIDER Not Agent of CITY. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors or subcontractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under

this Agreement.

12. Injury to Work. Until such time as the Improvements are accepted by CITY, SUBDIVIDER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, SUBDIVIDER will be responsible for the care, maintenance of, and any damage to such Improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by SUBDIVIDER.

13. Environmental Warranty. Prior to the acceptance of any dedications or Improvements by CITY, SUBDIVIDER shall certify and warrant that neither the property to be dedicated nor SUBDIVIDER is in violation of any environmental law and neither the property to be dedicated nor the SUBDIVIDER is subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither SUBDIVIDER nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. SUBDIVIDER has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. SUBDIVIDER's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. SUBDIVIDER shall give prompt written notice to CITY at the address set forth herein of:

A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

B. Any claims made or threatened by any third party against CITY or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and,

C. SUBDIVIDER's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

14. Other Agreements. Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of the CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

15. SUBDIVIDER'S Obligation to Warn Public During Construction. Until formal final acceptance of the Improvements, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

16. Vesting of Ownership. Upon formal final acceptance of the work by CITY and recordation of the Resolution of Acceptance of Public Improvements, ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

17. Final Acceptance of Work. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion and inspection of all improvements. The City Council shall act upon the Engineer's recommendation within sixty (60) days from the date the City Engineer certifies that the work has been finally completed, as provided in Section 6. Such acceptance shall not constitute a waiver of defects by CITY.

18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents, or employees, contractors and subcontractors in the performance of this Agreement. SUBDIVIDER further agrees to protect, defend, indemnify and hold harmless CITY, its officials, boards and commissions, and members thereof, agents and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the CITY, its officials, boards, commissions, the members thereof, agents, and employees, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements.

This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said SUBDIVISION, and the public Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other public Improvements. Acceptance

by CITY of the Improvements shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this Section. CITY shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by CITY in approving the Improvement Plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After acceptance of the Improvements, the SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, SUBDIVIDER shall not be responsible for routine maintenance. Provisions of this Section shall remain in full force and effect for ten (10) years following the acceptance by CITY of the improvements. It is the intent of this Section that SUBDIVIDER shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this Section.

SUBDIVIDER shall reimburse CITY for all costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs) incurred by CITY in enforcing the provisions of this Section.

19. Personal Nature of SUBDIVIDER'S Obligations. All of SUBDIVIDER's obligations under this Agreement are and shall remain the personal obligations of SUBDIVIDER notwithstanding a transfer of all or any part of the property within the SUBDIVISION subject to this Agreement, and SUBDIVIDER shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the SUBDIVISION or to any other third party without the express written consent of CITY.

20. Sale or Disposition of SUBDIVISION. Seller or other SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, the SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve the SUBDIVIDER of the obligations under Section 18 for the work or improvement done by SUBDIVIDER.

21. Time of the Essence. Time is of the essence in the performance of this Agreement.

22. Time for Commencement of Work; Time Extensions. SUBDIVIDER shall commence substantial construction of the Improvements required by this Agreement not later than six (6) months after the date of this Agreement provided that all Permits have been timely obtained. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the City Engineer. Any such extension may be granted without notice to SUBDIVIDER's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Engineer shall be the sole and final judge as to whether or not good cause has been shown to entitle SUBDIVIDER to an extension. Delay resulting from the following conditions or events would constitute good cause for purposes of extending the commencement or completion of the Improvements: (i) a governmental agency's failure to timely issue a necessary permit or license for the Improvements, (ii) litigation involving a cause of action or petition against the Subdivision or the Montebello Hills Project generally until such time as the litigation matter is successfully resolved, or (iii) an act of CITY, act of God, or by storm or inclement weather, strikes, boycotts or similar political actions which prevents the conducting of work, any of which condition or event SUBDIVIDER could not have reasonably foreseen and, furthermore, were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for and extension of the time for completion of the Improvements. As a condition of such extension, the City Engineer may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States mail. Notices shall be addressed as follows unless a written change of address is filed with the City:

To the City:

City of Montebello
1600 W Beverly Blvd.
Montebello, CA. 90640
Attn: Director of Public Works
Tel: (323) 887-1462

Notice to SUBDIVIDER:

[INSERT]

Notice to Surety:

[INSERT]

24. Compliance With Laws. SUBDIVIDER, its agents, employees, contractors and subcontractors shall comply with all federal, state and local laws in the performance of the improvements and land development work required by this Agreement.

25. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

26. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

27. Litigation or Arbitration. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

28. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into in the terms of this Agreement.

29. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

30. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

31. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the County of Los Angeles, State of California.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the date hereinabove first written.

[Entity], (“**SUBDIVIDER**”)

By:_____

Name:_____

Title:_____

Date:_____

APPROVED:

CITY OF MONTEBELLO

By:_____
Director of Public Works

By:_____
Mayor

APPROVED AS TO FORM:

ATTEST:

By:_____
City Attorney

By:_____
City Clerk

(Notarial acknowledgement of execution by ALL PRINCIPALS and SURETY must be

attached.)

Notice of CEQA Exemption

ATTACHMENT 5

To:

Los Angeles County
Registrar-Recorder/County Clerk
1600 West Beverly Boulevard
Norwalk CA 90650

From:

City Attorney Office
1600 W. Beverly Blvd.
Montebello, CA 90640

Project Title: Montebello Hills Specific Plan

Project Address: 1400 Montebello Boulevard, Montebello, CA 90640

Project Location – City: Montebello

Project Location – County: Los Angeles County

Description of Nature, Purpose, and Beneficiaries of Project: Approval of Final “A” Map for Tract Map No. 70420, Montebello Hills Specific Plan Project Located at 1400 N. Montebello Boulevard.

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

Name of Person or Agency Carrying Out the Project: Sentinel Peak Resources/Toll Brothers

Exempt Status (check one)

- ☒ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a)); N/A
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); N/A
☐ Categorical Exemption. State type and section number: N/A
☐ Statutory Exemptions. State code number: N/A

Reasons Project is Exempt:

No discretionary action is required for a final subdivision map.

Lead Agency Contact Person: Matthew Feske, Planning Manager

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

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

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

☒ Signed by Lead Agency

☐ Signed by Applicant

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Members of the City Council

FROM: Paul Talbot, Interim City Manager

SUBJECT: State Audit Quarterly Update and Progress Report

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1.) Receive and file the quarterly update on the findings identified in the State audit report.
- 2.) Take such additional, related action that may be desirable.

BACKGROUND

On December 11, 2018, the California State Auditor issued its final audit report for the City of Montebello. In response, the City has submitted a Corrective Action Plan which includes specific actions the City will take to address the audit report and a timetable for the implementation of these actions.

A quarterly update has been prepared to demonstrate the progress the City has made according to the Corrective Action Plan that was submitted. This update and its supporting documentation will be submitted to the State on an ongoing basis and will be used to determine whether to retain or remove the City's high risk designation.

SUMMARY

A quarterly update and progress report on the findings identified in the December 2018 State Audit report is being presented to City Council to receive and file. The Interim City Manager Paul Talbot will give an update on the City's progress.

ATTACHMENT

State Audit Quarterly Update

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING THE MONTEBELLO HILLS
SPECIFIC PLAN PROJECT FINAL “A” MAP FOR TRACT MAP
NO. 70420 AND APPROVING AND AUTHORIZING THE
EXECUTION OF THE SUBDIVISION IMPROVEMENT
AGREEMENT**

WHEREAS, the City of Montebello (“City”) approved the Vesting Tentative Tract Map No. 70420 (“VTTM No. 70420”) for the Montebello Hills Specific Plan Project on June 25, 2015 to allow the development of a master planned residential development consisting of up to 1,200 residential dwelling units; public and private parks; walking trails; open space; internal infrastructure and circulation network, a community center; off-site and on-site infrastructure; and a 262 acre habitat reserve dedicated to the conservation of the California Gnatcatcher;

WHEREAS, consistent with the approved VTTM No. 70420, Toll Brothers submitted to the City for approval a Final “A” Map for Tract Map No. 70420, the Montebello Hills Specific Plan Project, which is the first Final Map of multiple phased final maps of the previously approved VTTM No. 70420;

WHEREAS, the City Engineer and staff have reviewed the propose Final “A” Map and find it to be technically correct and that proposed Final “A” Map substantially complies with the previously approved VTTM No. 70420, the Montebello Hills Specific Plan, and all applicable conditions of approval have been substantially satisfied;

WHEREAS, a Subdivision Improvement Agreement is required for this Final “A” Map, which has been approved by the City Attorney and requisite bond security for the construction of the required improvements have been posted; and

WHEREAS, the City has determined that the Final “A” Map is exempted from the California Environmental Quality Act (“CEQA”), Title 14 of the California Code of Regulations Section 15268(b)(3), Ministerial Projects – approval of final subdivision maps and under Public Resources Code Section 21080(b)(1).

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MONTEBELLO AS FOLLOWS:

SECTION 1. The City Council hereby finds that the Final “A” Map is consistent with the General Plan, Montebello Hills Specific Plan, the California Subdivision Map Act, and is in substantial compliance with the previously approved Vesting Tentative Tract Map No. 70420.

SECTION 2. The Final “A” Map of Tract Map No. 70420 is hereby approved, and the City Clerk, City Treasurer, and City Engineer are authorized to execute the certificate on the Final “A” Map showing the City’s approval.

SECTION 3. The City Council further authorizes the Mayor and Director of Public Works to execute the Subdivision Improvement Agreement in substantially the same form as attached to the staff report accompanying this Resolution.

SECTION 4. The approval of this Final “A” Map is exempt from the CEQA, Title 14 of the California Code of Regulations Section 15268(b)(3), Ministerial Projects – approval of final subdivision maps and Public Resources Code Section 21080(b)(1).

SECTION 5. If any section, sentence, or portion of this Resolution is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution, and shall continue in full force and effect.

SECTION 6. The City Clerk shall attest and certify to the passage and adoption of this Resolution, and enter it into the book of original resolutions. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 10th day of July 2019.

Jack Hadjinian, Mayor

APPROVED AS TO FORM:

ATTEST:

Arnold M. Alvarez-Glasman, City Attorney

Irma Barajas, City Clerk

State Audit Recommendations and Status Update

Recommendation	Assigned To	Due Date	Status	Status Date
<i>Montebello has not addressed its municipal golf course's increasing debt to the City's General Fund.</i>				
To repay the golf fund's debt and reduce the City's structural deficit, Montebello should immediately make a decision on implementing the golf consultant's recommendations. By December 2019, the City should also evaluate the effectiveness of its current plans and consider alternative uses for the golf course property.	Public Works Director and Parks & Rec Director	December 2019	Maintenance specs are being developed, after which RFP will be released for maintenance contract. Point of Sale and Online Booking system (through GolfNow) was implemented July 8th. Reclaimed Water project at Golf Course has been completed and is in operation, which will lead to long term savings.	July 2019
<i>Unless Montebello sells its water system or secures alternate financing, necessary improvements could burden the City's general fund in the future.</i>				
To address the long-term needs of its water system, Montebello should, by March 2019, reevaluate selling its water system in light of recent legislation or retain a consultant to assist the City in applying for state loans and identifying other options for funding capital improvements.	Public Works Director	March 2019	City Council has before it tonight a purchase and sale proposal from San Gabriel Valley Water, as well as an option to either lease the water rights for ten years, or an outright sale.	July 2019
<i>Montebello's retirement costs could burden the City's finances in future years.</i>				
To address higher retirement costs and obligations for retiree health benefits, Montebello should, by June 2019, retain a consultant to help it identify ways to reduce the financial risks that such obligations pose.	Human Resources Director and Interim City Manager	June 2019	All Labor Associations negotiations are completed. All groups agreed to pickup their own PERS and to end retiree healthcare costs for new hires (other than PEMCHA minimum).	June 2019
To address increasing retirement payments, the City should consider ceasing payment of the employee portion of retirement costs for employees hired before July 2013. It should renegotiate this payment the next time it renews contracts with its employees.	Human Resources Director and Interim City Manager	June 2019	All Labor Associations negotiations are completed. All groups agreed to pickup their own PERS and to end retiree healthcare costs for new hires (other than PEMCHA minimum).	June 2019

Recommendation	Assigned To	Due Date	Status	Status Date
<i>Montebello's hotel bonds could impair the City's General Fund.</i>				
To ensure that Montebello does not expose its General Fund to additional financial risk, the City should refrain from taking on additional debt in the form of certificates of participation and lease revenue bonds until the City's financial situation improves.	Finance Director	Ongoing	Financial Analyst is reviewing existing debt and refinancing possibilities.	June 2019
<i>The City's mismanagement of hotel revenues has cost Montebello at least \$1.6 million.</i>				
To ensure that the City does not accumulate additional interest expenses, Montebello should pay off the remaining accrued interest for late management fees by the end of 2019, as planned. To avoid paying interest on future hotel management fees and to ensure that all hotel obligations are paid on time, the City should immediately develop a formal process that requires the City to pay all outstanding bills related to the hotels if hotel revenues are available.	Finance Director	December 2019	Past due balances have been paid, and a future payment schedule has been established by Finance.	Completed April 2019
<i>Montebello has not ensured that it receives the best value from its agreements with the hotel operator.</i>				
To ensure that the City safeguards its interests in various agreements and to ensure that the hotel operator meets the requirements in those agreements related to hotel and even center operations, beginning in January 2019, the City should begin to routinely review information submitted to the City by the hotel operator. At least annually, City staff should report to the City Council and the public on the efficiency and effectiveness of hotel operations.	Finance Director and Interim City Manager	January 2019	CBRE Hotels (formerly PKF) conducted a financial cost analysis of the two hotels. Staff is to work with the hotel operator more closely, on establishing the 2020 annual budget goals.	June 2019
<i>Montebello should do more to monitor the City Manager's contracting activities.</i>				
Ensure by March 2019 that the municipal code reflects the council's desired limit on the city manager's contracting authority.	Finance Director and City Attorney	March 2019	Updated city codes to reflect revised City Manager's contracting limit of less than \$50,000. City Manager, through an administrative policy, has also established a \$5,000 department level contracting authority.	Completed February 2019

Recommendation	Assigned To	Due Date	Status	Status Date
By March 2019, establish a quarterly limit on the city manager's contracting authority, pursuant to the council's resolution, or modify the resolution to eliminate that provision.	Finance Director and City Attorney	March 2019	Resolution modified to eliminate this provision	Completed February 2019
To ensure that the city council reviews and approves contracts that exceed the city manager's authority, the city should establish a policy by March 2019 that any agreement to pay for services by the unit—such as hourly—should contain a maximum value and receive the appropriate approvals based on that value.	Finance Director and City Attorney	March 2019	Updated procurement process in City Code, to ensure an maximum cap is identified in the contract.	Completed February 2019
To reduce confusion among city staff and facilitate efficient procurement, city staff should bring its proposals for streamlining and updating the city's procurement policies to the city council for review by March 2019.	Finance Director and City Attorney	March 2019	Updated procurement process in City Code and approved by City Council	Completed February 2019
<i>The City did not always follow competitive bidding process and has not adequately ensured that it receives the best value for its services.</i>				
City staff should immediately begin to follow all recommendations in the city's municipal code related to procuring goods and services. Should the city have a valid reason for deviating from these recommendations for a specific procurement, it should document such rationale in its procurement files.	Finance Director and City Attorney	January 2019	Updated procurement process in City Code and approved by City Council	Completed February 2019
The city council should amend its municipal code by March 2019 to require competitive bidding for most procurements and to outline procedures for—and identify circumstances in which—the city may procure professional and special services from a single source.	Finance Director and City Attorney	March 2019	Updated procurement process in City Code and approved by City Council	Completed February 2019

Recommendation	Assigned To	Due Date	Status	Status Date
The city should develop a policy by June 2019 that describes how it will comply with state law regarding future architectural and engineering contracts, including how it will ensure that it awards such contracts pursuant to a fair and competitive process.	Finance Director and City Attorney	June 2019	Updated Procurement process in City Code and approved by City Council. All Engineering services over \$50,000 to be bid out. Contracts under \$50,000 may be awarded to the City's existing Engineering firm, only if the master contract allows it and approved by City Council.	Completed February 2019
By March 2019—and annually thereafter—the city should train all staff involved in procurement regarding city procurement requirements as well as state law pertaining to certain public procurements.	Accounting Manager	March 2019	Staff training session completed late 2018, with ongoing training occurring for recent changes to comply with State Audit recommendations	Completed Late 2018
The city should establish a policy by March 2019 that requires the city council to review and approve any agreement that binds the city financially in a way that cannot have a maximum value attached—such as the franchise guarantee agreement for the second hotel.	Finance Director and City Attorney	March 2019	Updated Procurement process in City Code and approved by City Council. All future contracts will have a maximum dollar amount threshold established.	Completed February 2019
Montebello has not addressed some of the deficiencies identified by the State Controller.				
To reduce the risk of fraud, waste, and abuse, Montebello should, by December 2019, address all of the State Controller's recommendations regarding its accounting practices, policies, and procedures. Beginning in March 2019, the city manager or a designated staff member should report quarterly to the city council on the progress of addressing the State Controller's recommendations. The report should identify timelines for addressing each recommendation, outline the specific steps taken to respond to the recommendation, and name the staff responsible for any new processes or controls put in place.	City Executive Staff to ensure Controllers recommendations are met. Acting City Manager to present quarterly updates to the City Council and Community	December 2019	This report, updating the City Council and community on progress related to the State Auditors report shall be presented quarterly, until which time the State Auditor has give the City of Montebello a clean report.	July 10, 2019 The second quarter report given to the City Council

Recommendation	Assigned To	Due Date	Status	Status Date
<i>Montebello's poor control over its petty cash and its lack of credit card policies and procedures could lead to fraud.</i>				
To protect against fraud and abuse, by March 2019, Montebello should establish an official petty cash policy that includes reimbursement limits and that prohibits splitting purchases to circumvent the city's established reimbursement limits.	Finance Director	March 2019	New petty cash administrative policy established and distributed to all departments throughout the City. \$100 limit set for each department with reimbursement only upon actual receipts	Completed March 2019
By March 2019, Montebello should establish an official credit card policy that aligns with best practices from the Government Finance Officers Association.	Finance Director	March 2019	New credit card administrative policy established and distributed to all departments throughout the City. Each department now has a \$5,000 limited credit card which must get reconciled with receipts each month.	Completed March 2019
<i>Lack of consistent leadership and competitive salaries have reduced the effectiveness of the City's departments.</i>				
To help ensure that Montebello operates effectively, the city council should, by March 2019, develop and follow through with plans to hire individuals in key leadership positions.	City Council and Interim City Manager	March 2019	Finance Director; Human Resources Director; Community Development Director, hired.	Completed January 2019
To ensure consistent executive leadership, the city council should resolve the status of its city manager on leave and, if necessary, begin recruiting for a new, permanent city manager.	City Council, Interim City Manager, and Human Resources Director	January 2019	On June 26, 2019, City Council hired a new permanent City Manager, who will start July 29, 2019.	Completed June 2019
To ensure that Montebello can recruit and retain qualified candidates, and to ensure that its salaries are competitive for its current staff, the city should, by December 2019, complete a salary survey and adjust salaries as necessary.	Human Resources Director and Interim City Manager	December 2019	New employee pay scales now include their PERS pickup added, which increases the pay scale between 8-12%.	Completed June 2019
To determine the correct level and mix of positions in the city, by June 2019, city staff should present a proposal to the city council for studying Montebello's staffing levels.	Human Resources Director	June 2019	During the FY19/20 budget sessions, the City Council authorized filling vacant positions and hiring certain key new positions, such as Deputy City Clerk and Risk Manager.	Completed June 2019

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

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

SUBJECT: **Sale of the City of Montebello Water System(s) and Related Assets**

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water for \$15,857,000 plus enter into a 10-year water lease rights for an additional \$1,950,000,
- 2) Consider the sale of the City of Montebello Water System(s) and Related Assets (pursuant to and in compliance with Assembly Bill 2339 – Gipson) to San Gabriel Valley Water including all future water rights to San Gabriel Valley Water for \$22,621,000,
- 3) Take such additional, related action that may be desirable.

BACKGROUND

In 2016, the City completed a Needs Assessment by departments, which identified approximately \$212,806,042 in staffing, one-time capital outlay purchases and infrastructure improvements. As might be expected, the greatest needs are related to the City's aging infrastructure due to many years of deferred maintenance.

October 11, 2016, the City received a letter from the State Water Resources Control Board regarding the 2016 Sanitary Survey of the City's Water System. The letter mentioned certain deficiencies in the City's Water System, most of which have been addressed. The letter requested that the City conduct a facility inspection, as one had not been conducted in several years. The study resulted in several facility repairs being identified, with an estimated cost of \$1,595,000.

On October 21, 2016, the City of Montebello issued Request for Proposals (RFP No. 17-4) – The Purchase of the City of Montebello Water System and Related Assets.

ITEM #18

On December 15, 2016, three (3) proposals were received from the following water companies:

- California Water Services
- Golden State Water
- San Gabriel Valley Water

The City reviewed the proposals but took no action with regards to the proposed sale of the water system(s). At the time, such a sale of the water system(s) would have required an affirmative vote of resident of the City of Montebello. In addition, may need final approval by the California Public Utility Commission (CPUC).

On January 11, 2017, the City Council, after conducting a Prop 218 public hearing, approved increasing water rates by 15% (effective 2/1/17) and 15% (effective 7/1/2017). No rate increases have occurred in 2018 and 2019. However, even with these increases the City cannot raise sufficient funds to address the estimated \$46,900,000 in capital improvements needed by the Water System, identified in a 2013 Study by our engineers.

On March 28, 2018, the City Council was informed of the cost of the facility improvements, based on the inspection performed by Harper & Associates and received by the City on November 1, 2017. (Note: On November 2, 2017, staff submitted a memo to City Council informing them of the inspection findings). At the March 28, 2018 meeting, staff was asked to returned with additional information.

On May 9, 2018, the City Council received a presentation from City & San Gabriel Valley Water staffs on the \$1,595,000 facility repairs needed including a potential funding option that will increase the 1,650 users of the City Water System by \$26.85 per month for three (3) years to pay for the improvements. The City Council approved the new \$14,600 repairs needed at 7709 Telegraph Road but not the funding plan for the facility repairs, instead it asked that to perform a Water Rate Study. (Note: On February 27, 2019, the City Council awarded an agreement to complete a water rate study to Harris & Associates. The study has been placed on hold, pending a decision on whether to sale the water system or not, as alluded in the 2018 State Auditor Report and previously considered by the City Council in 2016).

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

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

ITEM #18

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

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

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

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

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

On April 3, 2019, the City contacted the three water providers that submitted proposals for RFP 17-4. In the letter, the City asked each firm to submit revised proposals, based on the recent state legislation and the inspection reports completed by Harper and Associates Engineering on the City's Water System(s), which found that the water system required various improvements estimated at \$1,595,000. (Note: The report findings and recommendations were presented to the City Council on March 28, 2018).

The three (3) firms submitted their revised proposals, which are summary on Table 1 – Water System Offers, including their prior offers of March 2016 and December 2016 (attached).

At the June 26, 2019 City Council meeting, the City Council continued this item to July 10, 2019.

ANALYSIS

Table 1 shows the following for each option included in RFP No. 17-4:

ITEM #18

- 1) **Option A**, which is described in the RFP as, “Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, with options to lease the City's Water Rights initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives,” San Gabriel Valley Water submitted the highest offer at \$15,857,000, plus the 10-year lease of the City's 368.5 AF of water rights (with a present worth cash value of \$1,950,000. With California Water Services submitting the second highest offer at \$12,191,051 (plus the 10-year lease of the City's 368.5 AF of water rights with a present worth cash value of \$1,950,000). Golden State Water elected not to submit an offer under this category, as permitted in the RFP.
- 2) **Option B**, which is described in the RFP as, “Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, as well as Water Rights in the Adjudicated Central Basin,” Golden State Water submitted the highest offer at \$23,500,000. San Gabriel Valley Water submitted the second highest offer at \$22,621,000. California Water Services submitted the third highest offer at \$17,601,051 for this category.
- 3) **Option C** – which is described in the RFP as, “Purchase of either the Southern Service Area or Northern Service Area, or any portion(s) thereof, including lands and easements appurtenant thereto, with the option to lease a portion of the City's Water Rights, corresponding to the portion of the Water System acquired initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives,” San Gabriel Valley Water submitted the only offer, in this category, for the Northern Water System at \$13,307,000.
- 4) **Additional Option** – which is described in the RFP as, “Proposers are invited to propose purchase/lease options in addition to those expressly set forth in this RFP. Any such alternative proposal(s) shall be expressly delineated as such, and the City reserves the right to consider, accept or reject any such alternative proposal, in whole or in part. Any such alternative proposal(s) will, if considered by the City, be evaluated based upon the criteria set forth in this RFP.” No such alternative proposals were received nor submitted by any of the three (3) firms.

Pursuant to A.B. 2339, it appears that San Gabriel Valley Water has submitted the best offer that meets the criteria established under said legislation for the purchase of the City's Water System(s), as Golden State Water's offer does not appear to meet or conform with all of the items required by the legislation, namely the following [or Section 2. 37420.5 (a) (5)]:

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

Attached is the current map of water purveyors in the City of Montebello.

FISCAL IMPACT

Below are some figures to consider if the City elects to continue to maintain/operate the existing Water System:

Estimated Capital Improvements	\$46,900,000
Estimated Facility Repairs	<u>\$ 1,595,000</u>
Total Estimate Capital Investment	\$48,495,000

Number Water Connections/Users	1,650
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Estimated Cost per Connection/User	\$29,390.91
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Below are two scenarios for funding the estimated capital investment mentioned above, showing the monthly payment per user in their water bill to fund the improvements/repairs:

- Estimated 5-year program payoff per month per user (not including interest rate) \$489.85
- Estimated 10-year program payoff per month per user (not including interest rate) \$244.93

It is hard to imagine that water users would agree to see their monthly water bill jump by either \$244.96 or \$489.85 per month to keep the water system, some of which may be on fix-income.

The 2016 Needs Assessment could help identify some potential uses for the revenues from the sale of the water system. In order to proceed with the sale of the water system the City must, via a resolution, identify the intend use of the sale proceeds. The City could consider using the sale proceeds for the following one-time projects/expenses (not listed in any order of priority):

- 1) Infrastructure Improvements – streets, sidewalks sewer, storm drains, etc.
- 2) Buidling Improvements – roof, ADA and HVAC, lighting improvements to city buildings, etc., including new furniture at some facilities.
- 3) Park Improvements – upgrades/repairs to playgrounds, walkays, parking lots, irrigation, lighting, etc.
- 4) Landscape Improvements – refurbishment of medians and landscape at city buildings, including plant materials, efficient irrigation system, entry monuments, etc.
- 5) Purchase or replacement of vehicles – police, fire, public works and parks vehicles.
- 6) City Council Chambe Audio/Visual Improvements – upgrade/installation of a new audi/video equipemtn and software.
- 7) Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees thoroughout the City..

ITEM #18

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

SUMMARY

The City Council will consider the sale of the City of Montebello Water System(s) and Related Assets, pursuant to and in compliance with Assembly Bill 2339 – Gipson, to San Gabriel Valley Water.

ATTACHMENTS

Table 1 – Water System Offers

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

Montebello Water Purveyors Map

TABLE 1 – WATER SYSTEM OFFERS

Option A	Option B	Option C
Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, with options to lease the City's Water Rights initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives.	Purchase of all Water System facilities for both the Southern and Northern Service Areas, including lands and easements appurtenant thereto, as well as Water Rights in the Adjudicated Central Basin.	Purchase of either the Southern Service Area or Northern Service Area, or any portion(s) thereof, including lands and easements appurtenant thereto, with the option to lease a portion of the City's Water Rights, corresponding to the portion of the Water System acquired initially for a term of ten (10) years with the option to renew and extend the lease for up to an additional ten (10) year period. The City reserves the right to sell its Water Rights at any time after the initial ten (10) year term. The Purchaser will have the right of first refusal for any offer for the purchase of Water Rights that the City receives.

Bidder	April 2019 Offer	December 2016 Offer	Feb/March 2016 Offer
San Gabriel Valley Water			
<i>Option A</i>	\$15,857,000 + 10 yr lease rights (Avg*)	\$13,869,943 + 10 yr lease rights (Avg*)	\$12,176,560 + 10 yr lease rights (Avg*)
<i>Option B</i>	\$22,621,000	\$19,480,636	\$17,432,000
<i>Option C</i>	\$13,307,000 (Northern Water System only, incl. utility property & easements)	\$11,480,636 (Northern Water System only, incl. utility property & easements)	\$7,735,518 (Northern Water System only, incl. utility property & easements)
California Water Company			
<i>Option A</i>	\$12,191,051 + 10 yr lease rights (Avg*)	\$12,191,051 + 10 yr lease rights (Avg*)	\$12,191,051 + 10 yr lease rights (Avg*)
<i>Option B</i>	\$17,601,051	\$17,601,051	\$17,601,051
<i>Option C</i>	No Offer	No Offer	No Offer
Golden State Water Company			
<i>Option A</i>	No Offer	No Offer	No Offer
<i>Option B</i>	\$23,500,000	\$19,500,000	\$7,200,000
<i>Option C</i>	No Offer	No Offer	No Offer

*Average lease rates from the prior year of the cities of Lakewood, South Gate, and Cerritos.

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

Assembly Bill No. 2339**CHAPTER 866**

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

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

LEGISLATIVE COUNSEL'S DIGEST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

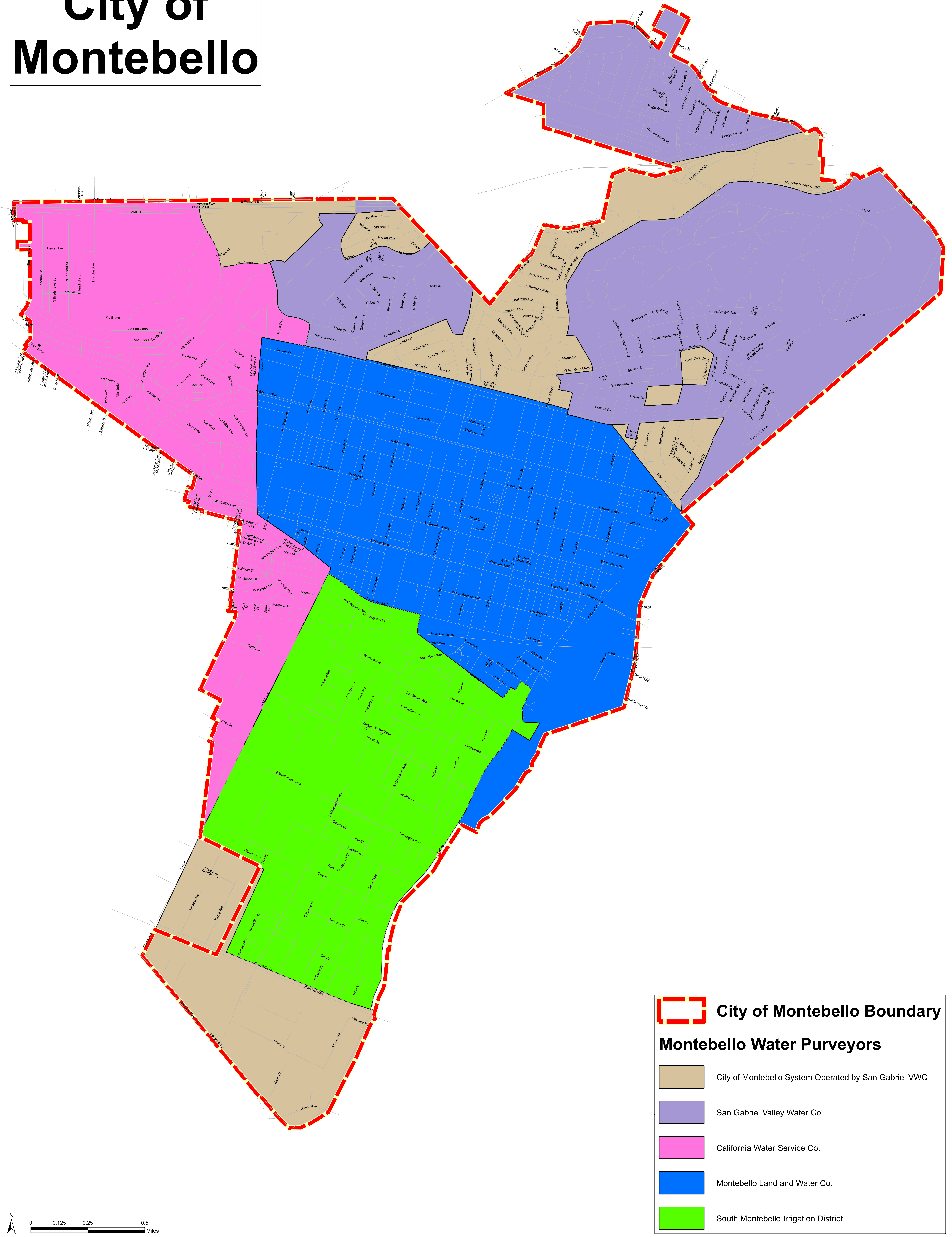
(e) A municipal corporation acting pursuant to subdivision (c) shall specify the manner of soliciting and filing, and the method of evaluating, proposals for the acquisition of the public utility. Upon receipt and staff evaluation of a proposal or proposals the municipal corporation, if it determines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

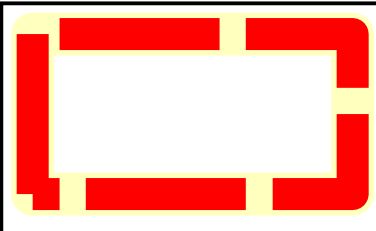
(f) Any agreement entered into before September 17, 1965, between municipal corporations for the lease, sale, or transfer of all or any part of a public utility owned and operated by one of the municipal corporations and furnishing water service to the inhabitants of the municipal corporation to which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

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

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

City of Montebello



**City of Montebello Boundary**

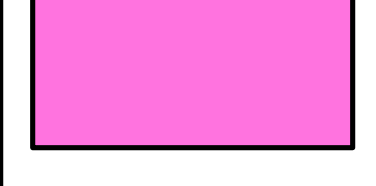
Montebello Water Purveyors



City of Montebello System Operated by San Gabriel VWC



San Gabriel Valley Water Co.



California Water Service Co.



Montebello Land and Water Co.



South Montebello Irrigation District

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Interim City Manager

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

SUBJECT: **Approve Plans and Specifications for C.P. # 873 – Various Street Improvement (FY 2018/2019) and Authorize the Public Works Department to Advertise for Bids and Designate August 12, 2019 at 11:10 AM as the Bid Opening Date**

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve Plans and Specifications for C.P. 873, various Street Improvement Project FY 2018/2019;
- 2) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA);
- 3) Authorize the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM as the bid opening date; and
- 4) Take such additional, related action that may be desirable

BACKGROUND

As part of FY 2018-2019 Capital Improvement Budget, a total of \$718,294 (Measure M - \$496,518, Measure R - \$183,561 and TDA-3 - \$38,215) has been allocated for this street improvement project including engineering, inspection, and construction services for the following streets: Beverly Terrace (Maple Avenue to Park Avenue), Hay Street (Garfield Avenue to Southerly City Limit), Los Amigos Avenue (Weimer Way to Los Flores Avenue) and Oakwood Avenue (Montebello Boulevard to Spruce Street).

The Project will consist of removal and reconstruction of existing concrete sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling existing AC pavement, adjustment of sewer manholes frames and covers, raising water valve covers to finished

grade, installation of pavement markings, and curb painting. A full set of plans and specifications are available for review in the office of the City Clerk.

ANALYSIS

The total amount allocated to this project for construction and administrative costs is \$718,294.00.

The Notice Inviting Bids has been prepared and will be published in the local newspaper on July 25, 2019 and August 1, 2019, and for two weeks on the Green Sheets. The notice, plans and specifications will be posted on Planet Bids.

FISCAL IMPACT

As part of FY 2018-2019 Capital Improvement Budget, the following funding breakdown was appropriated for this project:

Measure M.....	\$496,518.00
Measure R.....	\$183,561.00
TDA-3.....	<u>\$ 38,215.00</u>
Total	\$718,294.00

The Project Budget includes engineering, inspection, and construction services for the following streets:

Beverly Terrace – from Maple Avenue to Park Avenue
Hay Street – from Garfield Avenue to Southerly City Limit
Los Amigos Avenue – from Weimer Way to Los Flores Avenue, and
Oakwood Avenue – from Montebello Boulevard to Spruce Street

There is no impact on the City's General Fund.

SUMMARY

The City Council will consider finding the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approve the Project Plans and Specifications as prepared by Infrastructure Engineers and authorizing the Public Works Department to advertise for bids and designate August 12, 2019 at 11:10 AM, as the bid opening date and time.

ATTACHMENT

Notice Inviting Bids

NOTICE INVITING SEALED BIDS
FOR
STREET AND INTERSECTION PAVEMENT REHABILITATION

FY 2018/2019
PROJECT No. 1929
C.P. No. 873
RFP # 19-31

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids in the offices of the City Clerk, 1600 West Beverly Boulevard, Montebello, California 90640, up to the hour of **11:00 a.m. on August 12, 2019**. They will be publicly opened in the City Council Chambers at **11:10 a.m.** on the above date.

Copies of the contract documents are available on the City's website at <http://www.cityofmontebello.com/rfp-bids/bid-opportunities.html>. In order to be on the Planholder List for this project, each bidder must submit a Bidders Information Sheet to hvahid@cityofmontebello.com or rlacayo@cityofmontebello.com. Bids will not be accepted unless the bidder is on the Planholder List. All questions from plan holders, are to be posted on the website and copied to the above email address.

To comply with SB 854, beginning January 1, 2015 the following applies:

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.
3. The project is subject to compliance monitoring and enforcement by the DIR.
4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

The Contractor shall fill in the Department of Industrial Relations (DIR) Contractor Registration Number Form provided in Appendix "B" and submit it with the sealed Bid.

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on

the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

In entering into a public works contract, or subcontract, to supply goods, services, or materials pursuant to a public works contract, the Contractor, or the Subcontractors, offers and agrees to assign to the awarding body all rights, title and interest in, and to, all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public work contract or the subcontract. This assignment shall be made and become effective as the time the awarding body tenders final payment to the Contractor, without further acknowledgement by the parties.

Bids must be prepared on the approved Proposal forms in conformance with the "Instructions to Bidders" and submitted in a sealed envelope plainly marked on the outside. The bid must be accompanied by certified or cashier's check, or bidder's bond, made payable to the AGENCY for an amount no less than ten percent of the amount bid.

Bidders attention is called to this project document requesting a base bid for the project work to be performed partially at nighttime. Nighttime regular schedule is from 8:00 PM to 5:00 AM.

Bidders must hold a valid California Class A or C-12 Contractor's License.

No bid will be accepted from a Contractor who has not been licensed in accordance with provisions of the Business and Professions Code. The successful Contractor and his subcontractors will be required to possess business licenses from the City.

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 9-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity and to take all bids, under advisement for a period of sixty (60) days.

The contract period for this project is **thirty-five (35) working days** from the effective date of the Notice-to-Proceed to be issued by the City.

Proposed Award Date: August 28, 2019

BY ORDER OF: the City of Montebello, California

Irma Barajas, City Clerk

Publishing Dates:

July 25, 2019 & August 1, 2019

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: David Sosnowski, Director of Recreation & Community Services

SUBJECT: Approval of First Amendment to Agreement No. 3444 – Citywide HVAC Maintenance and Repairs

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve the First Amendment to Agreement No. 3444 for Citywide HVAC Maintenance and Repairs with Johnson Controls, Inc., including a new fee schedule, and
- 2) Take such additional, related action that may be desirable.

BACKGROUND / ANALYSIS

On June 13, 2018, after issuing a request for proposals (RFP 18-44) and receiving five proposals, the City awarded a contract to Johnson Controls, Inc., for Citywide HVAC Maintenance and Repairs. The contract is for an initial length of three (3) years, with an option to extend the contract for two additional one-year terms.

Since July of 2018, Johnson Controls has provided quality maintenance and repair services for HVAC systems at City Hall, park facilities, fire stations and the Transportation facility. The Fire Department has determined that the original scope of the RFP, which called for quarterly maintenance at their three stations, is not sufficient for their need and requested monthly filter replacement be added to their regular maintenance intervals.

The originally approved annual maintenance contract was for \$29,405. The proposed annual maintenance cost will increase to \$36,285 to cover the additional services to the fire stations.

Additionally, staff is recommending an increase of \$50,000 to the base contract price to cover as-needed repairs to existing HVAC units throughout the City for an annual contract amount not to exceed \$86,285.

FISCAL IMPACT

The proposed First Amendment will impact the General Fund, particularly the Fire Department's Maintenance and Operation account for the added filter services. Additionally, up to \$50,000 is estimated to cover any additional repairs or services to existing HVAC units at city hall, park facilities, fire stations, communication sites, the transit facility or the Emergency Operations Center. These repairs would be charged to the aforementioned departments' budgeted Annual Maintenance and Operations funds and no further appropriations are needed at this time.

SUMMARY

The City Council will consider approval of the First Amendment to Agreement No. 3444 with Johnson Controls, Inc., for Citywide HVAC Maintenance and Repairs.

ATTACHMENT

First Amendment to Agreement No. 3444, including new fee schedule.

AGREEMENT NO. 3444

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 3444) BY AND BETWEEN THE CITY OF MONTEBELLO AND JOHNSON CONTROLS, INC.

This First Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and JOHNSON CONTROLS, INC., (**"First Amendment"**) is entered into this 10th day of July 2019 ("Effective Date"), by and between Johnson Controls, Inc., (**"Contractor"**) and the City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain agreement for HVAC Maintenance and Repairs by and between the City of Montebello and Johnson Controls, Inc., dated June 13, 2018 (the **"Agreement"**), pursuant to which City retained Contractor to provide annual HVAC Maintenance and Repairs, as further described in the Agreement;

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desired to add additional maintenance services to the contract and budget for as-needed repairs, thereby increasing the originally approved annual not-to-exceed amount under the Agreement to the total expressed in Section 2 of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

SECTION 1. Recitals. The above recitals are true and correct and are hereby incorporated herein as part of this First Amendment.

SECTION 2. Compensation. For the remainder of term of the Agreement subsequent to the first year of the Agreement, Contractor shall be compensated for the rendered services as set forth in the attached Schedule of Compensation in an annual amount not to exceed \$86,285.00.

SECTION 3. Remainder of Agreement Effective. Except as expressly amended in Section 2 of this First Amendment, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety. If there is any conflict between Section 2 of this First Amendment and the Agreement, then the terms of Section 2 of this First Amendment shall control to the extent of such conflict.

IN WITNESS WHEREOF, the Parties execute this First Amendment to take effect as of the Effective Date identified above.

CITY OF MONTEBELLO

JOHNSON CONTROLS, INC.

Paul Talbot
Interim City Manager

Timothy Junior
President

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Manuel Mancha, Director of Planning & Community Development
Lissette Calleros, Avant-Garde (Consultant)

SUBJECT: First Amendment to the HOME Program Development Agreement with Montebello Housing Development Corporation for 924 Carob Way

DATE: July 10, 2019

RECOMMENDATION

It is Recommended that the City Council:

1. Approve the first amendment to the HOME Program Development Agreement with Montebello Housing Development Corporation (MHDC) for the affordable housing project on Carob Way.
2. Take such additional, related action that may be desirable.

BACKGROUND

On July 23, 2014, the City approved a HOME Program Loan Agreement ("Loan Agreement") in the amount of \$145,000 with Montebello Housing Development Corporation ("Developer") to acquire the existing property at 924 Carob Way. On November 11, 2015, the City approved a HOME Program Development Agreement (the "Agreement") with Developer for the development of 924 Carob Way (the "Project").

The Project consisted of the acquisition of the property by Developer, demolition of the pre-existing single-family residence, subdivision of the property into four (4) separate lots, and the development of four (4) affordable single-family housing units. Following issuance of the final certificate of occupancy for the housing units by the City, Developer shall sell the units to eligible low-income home buyers. Construction of the units was completed in September 2018.

Each housing unit is a single-family home consisting of approximately 1,700 square feet of living space, four (4) bedrooms and two and one-half (2 ½) bathrooms, and a two-car garage. The units incorporate the newest building codes and Energy Star appliances, and utilize environmentally-friendly, sustainable building materials.

DISCUSSION

As part of the terms of the Agreement, the City agreed to loan \$145,000 (the “City Loan”) from the City’s HOME Program allocation to Developer to be used by and in exchange for Developer’s construction of the Project. Each individual housing unit completed as part of the Project shall be dedicated as an affordable housing unit and restricted for use as a principal residence for low-income individuals and households earning 80% and below the area median income (as defined by 24 CFR Part 92 of the federal HOME regulations) for an affordability period of 20 years. Each homebuyer will be required to execute a loan agreement, deed of trust, and promissory note with the City in the amount of \$36,250 in order to secure the original City Loan.

At the request of the City, MHDC provided income verification documents for each homebuyer and an income analysis was conducted to conclude whether the homebuyers qualify as low-income per HUD’s 2018 income limits and determine their estimated percentage of monthly mortgage to income ratio. Each household qualified as low-income but none of the households met the HUD established 30% mortgage affordability threshold. Below is a table showing the original estimated percentages:

Buyer	Estimated % of Monthly Mortgage to Income Ratio
1	37.11%
2	31.45%
3	43.67%
4	32.83%

Over the past several weeks, City staff has been working closely with the Developer to finalize the mortgage and other loan amounts in a way that ensured each homebuyer’s estimated mortgage payment to monthly income ratio meets the established 30% affordability threshold. MHDC agreed to reduce the sales price for Buyer #2 and #4 so that they meet the 30% threshold with no further subsidies being provided by the City.

MHDC is requesting the Agreement be amended to reduce the number of HOME subsidized units from four (4) to three (3). In doing so, Buyer #3 will no longer receive HOME funds through a loan with the City and therefore will no longer be subject to the affordability restrictions. MHDC will reduce the sales price for Buyer #1, Buyer #2, and Buyer #4 and requests that a portion of Buyer #3’s loan with the City be reassigned to Buyer #1. The portion to be reassigned will be half of the City loan - \$18,125. The reduced sales price and allocation of additional HOME funds will allow Buyer #1 to meet the 30% mortgage affordability threshold. The remaining balance of the HOME funds from Buyer #3 (\$18,125) will be returned to the City by the Developer.

ITEM #21

The Developer has provided the City with the updated sales prices, monthly mortgage amounts, and loan composition. An income analysis was performed again and based on the revised mortgage amounts, Buyers #1, #2, and #4 meet the 30% affordability threshold as shown in the table below:

Buyer	Estimated % of Monthly Mortgage to Income Ratio
1	29.68%
2	29.80%
4	28.87%

City staff is working diligently in its negotiations with MHDC to resolve all issues and develop an approach that best benefits the homebuyers. The goal is to finalize the project, close escrow, and have the families in their new homes in July 2019.

All other terms of the Agreement will remain the same to ensure that the Developer continues complying with the terms of the Agreement and applicable HOME Program regulations, including ongoing property standards, occupancy, affordability, and reporting compliance.

FISCAL IMPACT

There is no fiscal impact. The City will receive a portion of HOME funds returned from MHDC.

SUMMARY

The City Council will consider a first amendment to the HOME Program Development Agreement with Montebello Housing Development Corporation for the affordable housing project on Carob Way. The proposed amendment will reduce the number of HOME subsidized units from four (4) to three (3) and will reassign a portion of HOME allocation between homebuyers.

ATTACHMENTS

- HOME Program Development Agreement
- First Amendment

**FIRST AMENDMENT TO
HOME PROGRAM DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF MONTEBELLO AND
MONTEBELLO HOUSING DEVELOPMENT CORPORATION**

THIS FIRST AMENDMENT TO HOME PROGRAM DEVELOPMENT AGREEMENT (the "Amendment") is made and entered as of this _____ day of July, 2019 ("Effective Date"), by and between THE CITY OF MONTEBELLO, a California municipal corporation (the "City"), and MONTEBELLO HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (the "Developer"). The City and Developer (sometimes referred to herein collectively as the "Parties", and individually as a "Party") hereby agree as follows:

RECITALS

A. To assist in Developer's acquisition of the property located at 924 Carob Way, City of Montebello, California 90640 (the "Property"), the City made a loan to Developer in the total amount of One Hundred Forty-Five Thousand Dollars (\$145,000) (the "Loan") from the funds received by the City under the HOME Investment Partnership Program and the implementing regulations thereto;

B. The Parties have heretofore entered into that certain HOME Program Development Agreement, dated November 11, 2015 ("Agreement"), pursuant to the HOME Investment Partnership Program to memorialize an agreed-upon Scope of Development for the project;

C. In consideration for the Loan, the Developer agreed to develop four (4) affordable single-family housing units located at the Property, as such "Project" is further described in the Agreement;

D. Among other things, the Agreement required each of the four individual housing units (the "Housing Units") to be restricted for sale to, and restricted for use as a principle residence by, low-income individuals and households ("Eligible Buyer") for an affordability period of twenty (20) years, and the Agreement further provided that the Loan and accumulated interest was due and payable if a Housing Unit ceased to be used as a principle residents by an Eligible Buyer during the affordability period, and further that the Loan would be forgiven if used as a principle residents by Eligible Buyer for the entire affordability period;

E. To make the Housing Units affordable to the Buyers, a portion of the Loan was to be assumed by each Eligible Buyer in the amount of Thirty-Six Thousand Two Hundred Fifty Dollars (\$36,250) and secured on the Property, the purpose of such loan being to reduce the private mortgages obtained by the Eligible Buyers;

F. Developer has requested the City reduce the number of HOME subsidized Housing Units from four (4) to three (3) so that one (1) Housing Unit will no longer be subject to the HOME Program affordability restrictions;

G. Developer has requested the City allow a portion of the non-participating Housing Unit's loan be reassigned to one of the three participating Eligible Buyers in the amount of Eighteen Thousand One Hundred Twenty-Five Dollars (\$18,125) to reduce the private mortgages obtained by the Eligible Buyer and assist with meeting the HOME Program affordability restrictions;

H. The remaining balance of Eighteen Thousand One Hundred Twenty-Five Dollars (\$18,125) will be returned to the City by the Developer as repayment of the Loan; and

I. The Parties agree that this Amendment and the Agreement, and complete performance thereof, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the purpose of the HOME Program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, and such other good and adequate consideration the receipt and sufficiency of which is expressly acknowledged, the Parties do hereby agree to amend the Agreement as follows:

SECTION 1. Section 101(1) of the Agreement, concerning "Purpose of Agreement" is hereby amended to read as follows:

The purpose of this Agreement is to provide for the development of the Property by Developer with three (3) affordable Housing Units for subsequent sale to Qualifying Buyers. As further described in the Loan Agreement, the Housing Units shall be dedicated as affordable housing units in accordance with HOME Program Regulations (24 CFR § 92.254) and restricted for low-income households.

SECTION 2. Section 204.1 of the Agreement, concerning "Development" is hereby amended to read as follows:

The "Scope of Development" depicted on Attachment No. 4, attached hereto, includes the Developer's demolition of the single family residence currently existing on the Property, subdivision of the Property into four (4) separate lots (each a "Subdivided Lot"), development of four (4) single family Housing Units (one (1) on each of the Subdivided Lots), and the subsequent sale of three (3) Housing Units to low-income individuals and families. Each Housing Unit shall consist of approximately 1,776 square feet of living space, four (4) bedrooms and two- and one-half bathrooms (2 ½). Each Subdivided Lot shall have an average of 620 square feet of private open space, an enclosed two (2) car garage, and one assigned guest parking space. The Housing Units shall be equipped with solar and other energy conservation / sustainable design features and components.

SECTION 3. Section 204.2 of the Agreement, concerning "Affordability Covenants" is hereby amended to read as follows:

Three (3) Housing Units constructed thereon shall be restricted for sale to, and use as principle residence by, low- income housing individuals and families as further described in the Loan Agreement. Developer shall take such action(s) (including but not limited to recording appropriate deeds, covenants, and restrictions on the Subdivided Lots) to ensure three (3) Subdivided Lots and three (3) Housing Units comply with the affordability requirements set forth in the Home Program Regulations with respect to the Project, as such actions by Developer are further described in the Loan Agreement.

SECTION 4. Section 204.3(1) of the Agreement, concerning "Preserving Security for Loan and Affordability Following Sales to Qualifying Buyer(s)" is hereby amended to read as follows:

As a condition of sale of **two (2)** Housing Units by Developer to Qualifying Buyers, Developer shall cause the Buyers to execute a loan agreement with the City, in a form substantially similar to that in **Attachment No. 6 ("HOME Buyer Loan")**, and a Promissory Note in favor of City, in a form substantially similar to that in **Attachment No. 7 ("Buyer Promissory Note")**, in the amount of Thirty-Six Thousand Two Hundred Fifty Dollars (\$36,250.00) for purposes of the Qualifying Buyer's assumption of that portion of the Loan attributable that Subdivided Lot. The HOME Buyer Loan and Buyer Promissory Note shall be due and payable to the City upon (1) the Qualifying Buyer's sale of a Housing Unit to anyone other than another Qualifying Buyer during the 20 year affordability period, or (2) upon the sale of a Housing Unit by a Qualifying Buyer following the expiration of the 20 year affordability period, whichever occurs first; provided that the City may forgive the HOME Buyer Loan and Buyer Promissory Note if the Housing Unit adheres to the affordability requirements for a period a twenty (20) years from the date thereof.

As a condition of sale of **one (1)** Housing Unit by Developer to a Qualifying Buyer, Developer shall cause the Buyers to execute a loan agreement with the City, in a form substantially similar to that in **Attachment No. 6 ("HOME Buyer Loan")**, and a Promissory Note in favor of City, in a form substantially similar to that in **Attachment No. 7 ("Buyer Promissory Note")**, in the amount of Fifty-Four Thousand Three Hundred Seventy-Five Dollars (\$54,375.00) **for purposes of the Qualifying Buyer's assumption of that portion of the Loan attributable that Subdivided Lot plus half the portion of the Loan attributable to the fourth Subdivided Lot.** The HOME Buyer Loan and Buyer Promissory Note shall be due and payable to the City upon (1) the Qualifying Buyer's sale of a Housing Unit to anyone other than another Qualifying Buyer during the 20 year affordability period, or (2) upon the sale of a Housing Unit by a Qualifying Buyer following the expiration of the 20 year affordability period, whichever occurs first; provided that the City may forgive the HOME Buyer Loan and Buyer Promissory Note if the Housing Unit adheres to the affordability requirements for a period a twenty (20) years from the date thereof.

SECTION 5. Balance of Fourth Housing Unit Loan

The fourth Housing Unit is no longer receiving a HOME subsidy and therefore will not be executing a loan agreement with the City to secure that portion of the Loan. The Loan will be secured by reassigning half of the amount to one of the three HOME subsidized Housing Units. The remaining balance of Eighteen Thousand One Hundred Twenty-Five Dollars (\$18,125) will be returned to the City by the Developer as repayment of the Loan. Within **30 days** of its execution of this Amendment, Developer agrees to repay the balance to the City.

SECTION 6. Remainder of Agreement Effective

Except as expressly set forth herein this First Amendment, all terms and conditions of the Agreement remain in full force and effect, being expressly incorporated herein by this reference. To the extent of an actual conflict between the terms and conditions of this Amendment and the Agreement, this Amendment shall control.

[SIGNATURES OF PARTIES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Developer have caused this Amendment to be executed and attested by their respective officers thereunto duly authorized. Unless otherwise specified herein, this Amendment shall become effective as the date when the Amendment is signed by City (which date is the date set forth next to the signature on behalf of the City).

CITY OF MONTEBELLO ("City")

By: _____
Paul Talbot
Interim City Manager

Date: _____

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

MONTEBELLO HOUSING
DEVELOPING CORPORATION
("Developer")

By: _____
Name: _____
Title: _____
Date: _____

**FIRST AMENDMENT TO
HOME PROGRAM DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF MONTEBELLO AND
MONTEBELLO HOUSING DEVELOPMENT CORPORATION**

THIS FIRST AMENDMENT TO HOME PROGRAM DEVELOPMENT AGREEMENT (the "Amendment") is made and entered as of this _____ day of July, 2019 ("Effective Date"), by and between THE CITY OF MONTEBELLO, a California municipal corporation (the "City"), and MONTEBELLO HOUSING DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation (the "Developer"). The City and Developer (sometimes referred to herein collectively as the "Parties", and individually as a "Party") hereby agree as follows:

RECITALS

A. To assist in Developer's acquisition of the property located at 924 Carob Way, City of Montebello, California 90640 (the "Property"), the City made a loan to Developer in the total amount of One Hundred Forty-Five Thousand Dollars (\$145,000) (the "Loan") from the funds received by the City under the HOME Investment Partnership Program and the implementing regulations thereto;

B. The Parties have heretofore entered into that certain HOME Program Development Agreement, dated November 11, 2015 ("Agreement"), pursuant to the HOME Investment Partnership Program to memorialize an agreed-upon Scope of Development for the project;

C. In consideration for the Loan, the Developer agreed to develop four (4) affordable single-family housing units located at the Property, as such "Project" is further described in the Agreement;

D. Among other things, the Agreement required each of the four individual housing units (the "Housing Units") to be restricted for sale to, and restricted for use as a principle residence by, low-income individuals and households ("Eligible Buyer") for an affordability period of twenty (20) years, and the Agreement further provided that the Loan and accumulated interest was due and payable if a Housing Unit ceased to be used as a principle residents by an Eligible Buyer during the affordability period, and further that the Loan would be forgiven if used as a principle residents by Eligible Buyer for the entire affordability period;

E. To make the Housing Units affordable to the Buyers, a portion of the Loan was to be assumed by each Eligible Buyer in the amount of Thirty-Six Thousand Two Hundred Fifty Dollars (\$36,250) and secured on the Property, the purpose of such loan being to reduce the private mortgages obtained by the Eligible Buyers;

F. Developer has requested the City reduce the number of HOME subsidized Housing Units from four (4) to three (3) so that one (1) Housing Unit will no longer be subject to the HOME Program affordability restrictions;

G. Developer has requested the City allow a portion of the non-participating Housing Unit's loan be reassigned to one of the three participating Eligible Buyers in the amount of Eighteen Thousand One Hundred Twenty-Five Dollars (\$18,125) to reduce the private mortgages obtained by the Eligible Buyer and assist with meeting the HOME Program affordability restrictions;

H. The remaining balance of Eighteen Thousand One Hundred Twenty-Five Dollars (\$18,125) will be returned to the City by the Developer as repayment of the Loan; and

I. The Parties agree that this Amendment and the Agreement, and complete performance thereof, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the purpose of the HOME Program.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, and such other good and adequate consideration the receipt and sufficiency of which is expressly acknowledged, the Parties do hereby agree to amend the Agreement as follows:

SECTION 1. Section 101(1) of the Agreement, concerning "Purpose of Agreement" is hereby amended to read as follows:

The purpose of this Agreement is to provide for the development of the Property by Developer with three (3) affordable Housing Units for subsequent sale to Qualifying Buyers. As further described in the Loan Agreement, the Housing Units shall be dedicated as affordable housing units in accordance with HOME Program Regulations (24 CFR § 92.254) and restricted for low-income households.

SECTION 2. Section 204.1 of the Agreement, concerning "Development" is hereby amended to read as follows:

The "Scope of Development" depicted on Attachment No. 4, attached hereto, includes the Developer's demolition of the single family residence currently existing on the Property, subdivision of the Property into four (4) separate lots (each a "Subdivided Lot"), development of four (4) single family Housing Units (one (1) on each of the Subdivided Lots), and the subsequent sale of three (3) Housing Units to low-income individuals and families. Each Housing Unit shall consist of approximately 1,776 square feet of living space, four (4) bedrooms and two- and one-half bathrooms (2 ½). Each Subdivided Lot shall have an average of 620 square feet of private open space, an enclosed two (2) car garage, and one assigned guest parking space. The Housing Units shall be equipped with solar and other energy conservation / sustainable design features and components.

SECTION 3. Section 204.2 of the Agreement, concerning "Affordability Covenants" is hereby amended to read as follows:

Three (3) Housing Units constructed thereon shall be restricted for sale to, and use as principle residence by, low- income housing individuals and families as further described in the Loan Agreement. Developer shall take such action(s) (including but not limited to recording appropriate deeds, covenants, and restrictions on the Subdivided Lots) to ensure three (3) Subdivided Lots and three (3) Housing Units comply with the affordability requirements set forth in the Home Program Regulations with respect to the Project, as such actions by Developer are further described in the Loan Agreement.

SECTION 4. Section 204.3(1) of the Agreement, concerning "Preserving Security for Loan and Affordability Following Sales to Qualifying Buyer(s)" is hereby amended to read as follows:

As a condition of sale of **two (2)** Housing Units by Developer to Qualifying Buyers, Developer shall cause the Buyers to execute a loan agreement with the City, in a form substantially similar to that in **Attachment No. 6 ("HOME Buyer Loan")**, and a Promissory Note in favor of City, in a form substantially similar to that in **Attachment No. 7 ("Buyer Promissory Note")**, in the amount of Thirty-Six Thousand Two Hundred Fifty Dollars (\$36,250.00) for purposes of the Qualifying Buyer's assumption of that portion of the Loan attributable that Subdivided Lot. The HOME Buyer Loan and Buyer Promissory Note shall be due and payable to the City upon (1) the Qualifying Buyer's sale of a Housing Unit to anyone other than another Qualifying Buyer during the 20 year affordability period, or (2) upon the sale of a Housing Unit by a Qualifying Buyer following the expiration of the 20 year affordability period, whichever occurs first; provided that the City may forgive the HOME Buyer Loan and Buyer Promissory Note if the Housing Unit adheres to the affordability requirements for a period a twenty (20) years from the date thereof.

As a condition of sale of **one (1)** Housing Unit by Developer to a Qualifying Buyer, Developer shall cause the Buyers to execute a loan agreement with the City, in a form substantially similar to that in **Attachment No. 6 ("HOME Buyer Loan")**, and a Promissory Note in favor of City, in a form substantially similar to that in **Attachment No. 7 ("Buyer Promissory Note")**, in the amount of Fifty-Four Thousand Three Hundred Seventy-Five Dollars (\$54,375.00) **for purposes of the Qualifying Buyer's assumption of that portion of the Loan attributable that Subdivided Lot plus half the portion of the Loan attributable to the fourth Subdivided Lot.** The HOME Buyer Loan and Buyer Promissory Note shall be due and payable to the City upon (1) the Qualifying Buyer's sale of a Housing Unit to anyone other than another Qualifying Buyer during the 20 year affordability period, or (2) upon the sale of a Housing Unit by a Qualifying Buyer following the expiration of the 20 year affordability period, whichever occurs first; provided that the City may forgive the HOME Buyer Loan and Buyer Promissory Note if the Housing Unit adheres to the affordability requirements for a period a twenty (20) years from the date thereof.

SECTION 5. Balance of Fourth Housing Unit Loan

The fourth Housing Unit is no longer receiving a HOME subsidy and therefore will not be executing a loan agreement with the City to secure that portion of the Loan. The Loan will be secured by reassigning half of the amount to one of the three HOME subsidized Housing Units. The remaining balance of Eighteen Thousand One Hundred Twenty-Five Dollars (\$18,125) will be returned to the City by the Developer as repayment of the Loan. Within **30 days** of its execution of this Amendment, Developer agrees to repay the balance to the City.

SECTION 6. Remainder of Agreement Effective

Except as expressly set forth herein this First Amendment, all terms and conditions of the Agreement remain in full force and effect, being expressly incorporated herein by this reference. To the extent of an actual conflict between the terms and conditions of this Amendment and the Agreement, this Amendment shall control.

[SIGNATURES OF PARTIES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Developer have caused this Amendment to be executed and attested by their respective officers thereunto duly authorized. Unless otherwise specified herein, this Amendment shall become effective as the date when the Amendment is signed by City (which date is the date set forth next to the signature on behalf of the City).

CITY OF MONTEBELLO ("City")

By: _____
Paul Talbot
Interim City Manager

Date: _____

ATTEST:

By: _____
CITY CLERK

APPROVED AS TO FORM:

By: _____
CITY ATTORNEY

MONTEBELLO HOUSING
DEVELOPING CORPORATION
("Developer")

By: _____
Name: _____
Title: _____
Date: _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul L. Talbot, Interim City Manager

SUBJECT: Annual Property Insurance, Workers' Compensation Excess Insurance and General Liability Excess Insurance Renewals for Fiscal Year 2019-20

DATE: July 10, 2019

RECOMMENDATION

- 1) It is recommended that the City Council approve the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).
- 2) Take such additional, related action that may be desirable.

BACKGROUND/ANALYSIS

Two years ago, the City of Montebello obtained general liability and excess insurance by joining CSAC Excess Insurance Authority and by obtaining insurance through Alliant Property Insurance Program.

Each year, Alliant (the City's Insurance Brokerage Firm) conducts a market search for insurance coverage. Alliant found the following programs provided the best terms for the City: 1) General Liability Program 2 (CSAC), 2) Excess Worker's Compensation (CSAC) and 3) Alliant Property Insurance Program (through various insurance companies). Therefore, staff recommends that the City obtain insurance coverage through these programs for Fiscal Year 2019/20.

FISCAL IMPACT

The total estimated premiums for the various insurance programs for FY19/20 are: 1) General Liability Program 2 is \$1,140,000, 2) Excess Worker's Compensation Program is \$135,876, and 3) Alliant Property Insurance Program is \$620,649, totaling \$1,896,525.

Compared to last FY18/19: 1) General Liability Program 2 was \$795,388, 2) Excess Worker's Compensation Program is \$134,654, and 3) Alliant Property Insurance Program is \$505,700, totaling \$1,435,742.

ITEM #22

The net difference for 1) General Liability Program 2 is \$344,612, 2) Excess Worker's Compensation Program is \$1,222, and 3) Alliant Property Insurance Program is \$114,949 (predominantly for the addition of Home2Suites), totaling a \$460,783 increase.

Funds for insurance premiums are budgeted in the Self Insurance Fund. The premiums for this fiscal year increased due to across the board insurance carrier's increases. The increases are attributed to losses from fires, floods, and other claims across the country.

SUMMARY

The City Council will consider approval of the annual insurance coverage through the California State Association of Counties (CSAC) Excess Insurance Authority, Alliant Property Insurance Program (APIP) and General Liability (CSAC).

ATTACHMENTS

Resolution
Invoice

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTEBELLO, CALIFORNIA
JOINING THE CALIFORNIA STATE ASSOCIATION OF COUNTIES
EXCESS INSURANCE AUTHORITY AND APPROVING
CERTAIN ACTIONS RELATING THERETO

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two (2) or more public agencies, by agreement, to exercise jointly powers common to the contracting parties; and

WHEREAS, the City of Montebello desires to join together with the members of the California State Association of Counties Excess Insurance Authority (the "Authority") for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, the Authority has determined that it is necessary for each member of the Authority to delegate to a person(s) or position(s) authority to act on the member's behalf in matters relating to the member and the Authority.

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

SECTION 1. That the City Council does hereby approve becoming a member of the Authority, authorizes execution of the CSAC Joint Powers Agreement, and except as to actions that must be approved by the City Council, the City Manager or Acting City Manager is hereby appointed to act in all matters relating to the City's membership in the Authority; except with respect to such matters that require approval by the City Council.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution, and it shall become effective immediately upon approval.

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez- Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. _____ was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 11th day of July, 2018, as approved by law by the following vote:

AYES:

NOES:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the _____ day of _____, 2019.

IRMA BARAJAS, City Clerk



CSAC
EXCESS
INSURANCE
AUTHORITY

City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Invoice Number: 20100100
Invoice Date: 7/1/2019
Due Date: 7/31/2019

Attn: Andrew Pasmant

Excess Workers' Compensation Program

Description	Amount
-------------	--------

Period Covered: 7/1/2019 - 6/30/2020

Deposit Premium	\$113,375.00
Administration Fee	\$10,332.00
Placement Broker Fee	\$1,277.00
Public Entity Broker Fee	\$10,892.00

Invoice Total: \$135,876.00

Please pay by the due date to avoid interest charges.
Thank you!

INVOICE

Alliant Insurance Services Inc. 1301 Dove Street Suite 200 Newport Beach, CA 92660

NAMED INSURED: City of Montebello	INVOICE DATE: June 3, 2019 CUSTOMER NUMBER: MONTEBE-02 EFFECTIVE DATE: July 1, 2019
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INSURANCE CO: Various	INVOICE NUMBER: 1060391
POLICY NUMBER: PPROP1920	
Total Property Premium:	\$ 589,474.00
ABS Fee:	\$ 10,202.00
Estimated SLT&F's	\$ 18,928.61
Broker Fee:	\$ 0.00
ALL RISK PROPERTY SUBTOTAL	\$ 618,604.61

INSURANCE CO: Various	INVOICE NUMBER: 2060391
POLICY NUMBER: PBOILER1920	
EXCESS BOILER & MACHINERY SUBTOTAL	\$ 2,045.00

TOTAL DUE AT THIS TIME	\$ 620,649.61
-------------------------------	----------------------

Total Due includes Premiums, Taxes and Fees where applicable. The Cyber Enhancement premium, should you have elected to purchase this coverage, is not included as part of this invoice.

Please return a copy of the invoice with your payment. Premiums are due and payable upon receipt of this invoice but no later than July 20, 2019. If payment is not received by the due date, policies may be subject to cancellation.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: **Second Amendment to Agreement No. 2787-A with Shak Enterprises Inc. (Montebello Tire Pros) for additional funds for the City's Fleet Vehicle Maintenance and Repair Services**

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the City Manager to execute the second amendment to the existing agreement with Shak Enterprises, Inc., dba Montebello Tire Pros, not to exceed an amount of \$275,000 for FY 19/20 agreement, and \$283,250 for FY 20/21 agreement as set forth in the agreement for the City's Fleet Vehicle Maintenance and Repair Services.
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On August 22, 2012, the City awarded an agreement to Shak Enterprises, Inc., dba Montebello Tire Pros, maintain the City's Fleet Vehicle and Repair Services. The term of the agreement was three (3) years with a renewal option, giving the City flexibility to extend the agreement.

On July 27, 2016, the City approved the First Amendment, extending the agreement for an additional five (5) years, from August 22, 2016 to August 22, 2021, and approving a 3% cost-of-living rate increase.

ANALYSIS

Tire Pros has provided fleet vehicle maintenance and repair services for the City for seven (7) years. The City has been very satisfied with the level of services provided by

this vendor. The original contract amount has been expended and the City continues to require their services.

FISCAL IMPACT

The additional funding for the contract services is budgeted in each respective department's FY 19/20 budget.

SUMMARY

The City Council will consider authorizing the City Manager to execute the second amendment to the existing agreement with Shak Enterprises, Inc. dba Montebello Tire Pros, not to exceed an amount of \$275,000 for FY 19/20 agreement, and \$283,250 for FY 20/21 agreement as set forth in the agreement for the City's Fleet Vehicle Maintenance and Repair Services.

ATTACHMENT

- Second Amendment to Agreement No. 2787-A

CITY OF MONTEBELLO
CONTRACT AGREEMENT NO. 2787-A
FOR
CITY'S FLEET VEHICLE MAINTENANCE
& REPAIR SERVICES PROJECT

RFP NO. 12-02

This Contract Agreement ("Agreement") is made and entered into for the above-stated project this 22nd day of August 2012 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation, as the "AGENCY," and SHAK ENTERPRISES, INC. dba MONTEBELLO TIRE PROS, a California Corporation, as the "CONTRACTOR." AGENCY and CONTRACTOR may be individually referred to herein as a "Party" or collectively referred to herein as the "Parties."

RECITALS

A. AGENCY is a municipal corporation duly-organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONTRACTOR is a corporation duly-organized and doing business in the State of California. CONTRACTOR represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONTRACTOR, and CONTRACTOR seeks to provide to the AGENCY, equipment, goods and services necessary for the **CITY'S FLEET MAINTENANCE & REPAIR SERVICES PROJECT** ("Project") as further described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONTRACTOR agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

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, including any and all addenda or supplemental agreements.
- b. RFP No. **12-02**.

- c. Proposal referenced as Best and Final Offer received by successful proposer.
- d. All other documents, including but not limited to all required bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

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 shall be as set forth above.

ARTICLE II. Services to be performed by CONTRACTOR

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to perform the services and furnish all materials necessary to perform all work required for the above-stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONTRACTOR covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other contractors engaged by the AGENCY in providing the services necessary for the Project. CONTRACTOR covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. [Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.]

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONTRACTOR agrees to receive and accept the prices set forth in the Price Sheet submitted by CONTRACTOR dated March 5, 2012 ("Compensation"), attached hereto as Exhibit "A" and incorporated by this reference. The Compensation shall not exceed the sum of one-hundred forty-nine thousand two-hundred forty dollars and 0/100 cents (\$149,240.00), and such sum shall include all amounts payable to CONTRACTOR for its subcontracts, leases, materials and costs arising from, or due to termination of this Agreement. AGENCY shall pay CONTRACTOR upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said Compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work; Liquidated Damages

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed-upon work schedule to be determined by the Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONTRACTOR including acts of God. CONTRACTOR shall

request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONTRACTOR to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONTRACTOR.

It is mutually understood and agreed by and between the Parties to the Agreement that time is of the essence with respect to the completion of the Project and that in case of any failure on the part of the CONTRACTOR to complete all tasks and items within the time specified in the RFP No. 12-02, AGENCY will be damaged thereby. Given that the amount of said damages, being difficult if not impossible of definite ascertainment and proof, it is hereby agreed that, in the event of CONTRACTOR's failure to complete the work in a timely manner, the amount of such damages due CITY shall be fixed at one hundred dollars (\$100.00) per calendar day beyond the time specified in Notice to Proceed.

ARTICLE V. Ownership of Written Products

All reports, documents, data, objects, written materials or other tangible things ("Written Products") developed by CONTRACTOR in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. CONTRACTOR may take and retain copies of such Written Products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

ARTICLE VI. Independent Contractor

CONTRACTOR is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees or agents, except as set forth in this Agreement. CONTRACTOR shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Agreement. CONTRACTOR agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

CONTRACTOR shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies

compliance with such provisions. All services required under this Agreement will be performed by CONTRACTOR, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONTRACTOR shall be responsible for payment of all employees' and sub-contractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

The CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless AGENCY, and all of its elected and appointed officials, boards and commissions, officers, directors, employees, and agents from and against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, occurring, arising out of, or incident to any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of the negligence, recklessness, willful misconduct, or errors or omissions by CONTRACTOR, its sub-contractors, or any of their servants, employees or agents. AGENCY will give the CONTRACTOR prompt notice in writing of the institution of any suit or proceeding and permit the CONTRACTOR through its counsel to defend AGENCY and will give all needed information, assistance and authority to enable the CONTRACTOR to do so. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

The CONTRACTOR shall give AGENCY immediate notice of any suit or action filed or prompt notice of any claim made against AGENCY arising out of the performance of this contract. The CONTRACTOR shall furnish immediately to the AGENCY copies of all pertinent papers received by the CONTRACTOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the CONTRACTOR shall authorize representatives of AGENCY or the Federal Government to collaborate with counsel for the insurance carrier, if any, in setting or defending such claim.

ARTICLE X. PERS Eligibility Indemnity.

In the event that CONTRACTOR, or its employee, agent, or subcontractor 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 AGENCY, CONTRACTOR shall indemnify, defend, and hold the AGENCY harmless for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONTRACTOR or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the AGENCY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to

waive any claims to, any compensation, benefit, or any incident of employment by the AGENCY, including, but not limited to, eligibility to enroll in PERS as an employee of the AGENCY and entitlement to any contribution to be paid by the AGENCY for employer contribution, employee contribution, or both, for PERS benefits.

ARTICLE XI. Insurance

A. Without limiting CONTRACTOR's indemnification of Indemnities pursuant to Article IX of this Agreement, CONTRACTOR shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 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 \$500,000 per occurrence for all covered losses and no less than \$1,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$500,000 per accident, combined single limit. If CONTRACTOR 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 CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$500,000 per accident for all covered losses.

(iv) 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 CONTRACTOR 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 \$500,000 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.

B. AGENCY, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VIII.

D. 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 AGENCY thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to AGENCY via certified mail, return receipt requested, addressed to "Risk Manager," AGENCY of Montebello, 1600 West Beverly Boulevard, Montebello, California, 90640. CONTRACTOR

agrees that it will not cancel, reduce or otherwise modify said insurance coverage. In the event the policy is cancelled for non-payment of premium, CONTRACTOR shall give ten (10) days' prior written notice to the AGENCY.

E. CONTRACTOR shall submit to AGENCY (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 AGENCY's appropriate standard forms entitled "Additional Insured Endorsement".

F. The CONTRACTOR's insurance shall be primary as respects the AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

G. CONTRACTOR agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, AGENCY may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of CONTRACTOR and the cost of such insurance may be deducted, at the option of AGENCY, from payments due CONTRACTOR.

ARTICLE XII. Authorization by CONTRACTOR

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XIII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, (1) the AGENCY may demand forfeiture of the CONTRACTOR's performance bond by giving written notice thereof to the CONTRACTOR, and/or (2) the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days' written notice to CONTRACTOR. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONTRACTOR the part of Compensation which would otherwise be payable to CONTRACTOR for services CONTRACTOR had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by AGENCY, the Parties agree that CONTRACTOR shall be reimbursed for any "non-refundable" costs that CONTRACTOR has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the CONTRACTOR prior to the date of termination, and (2) that CONTRACTOR provides the AGENCY with adequate proof that CONTRACTOR incurred the costs, and is unable to seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by CONTRACTOR for its performance of services under this Agreement. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

With the exception of the covenants contained in Articles VII (Confidentiality), IX (Indemnification), and XIV (Dispute Resolution and Legal Remedies), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONTRACTOR.

ARTICLE XIV. Dispute Resolution and Legal Remedies

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, 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 Los Angeles County, California. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE XV. Subcontract, Assignment or Delegation

CONTRACTOR shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of AGENCY. Any proposed subcontract, delegation, or assignment shall provide a description of the services to be covered, identification of the proposed sub-contractor, delegee, or assignee, and an explanation of why and how the same was selected, including the degree of competition involved.

Any subcontract, delegation or assignment shall be made in the name of CONTRACTOR and shall not bind or purport to bind AGENCY and shall not release CONTRACTOR from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees or sub-contractors. No such subcontract, delegation or assignment shall result in any increase in the amount of total compensation payable to CONTRACTOR under the Agreement.

ARTICLE XVI. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, sub-contractor, or applicant for employment because of race, color, creed, religion,

sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. CONTRACTOR will take affirmative action to ensure that sub-contractor and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

ARTICLE XVII. Conflict of Interest

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONTRACTOR under this Agreement, or which would conflict in any manner with the performance of its services hereunder. CONTRACTOR further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, CONTRACTOR shall avoid the appearance of having any interest that would conflict in any manner with the performance of its services pursuant to this Agreement.

CONTRACTOR covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to AGENCY as a result of the performance of this Agreement, or the services that may be procured by the AGENCY as a result of the recommendations made by CONTRACTOR. CONTRACTOR's covenant under this section shall survive the termination of this Agreement.

ARTICLE XVIII. Notices

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:

To AGENCY:	City of Montebello Jose Melendez Shop Maintenance Supervisor 400 S. Taylor Ave. Montebello, CA 90640 (323) 887-4600; fax (323) 887-4643
To CONTRACTOR:	Shak Enterprises, Inc. dba Montebello Tire Pros Steve Boyajian, CEO 830 West Whittier Blvd Montebello, CA 91640 (323) 728-7274; fax (323) 728-2644

ARTICLE XIX. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision(s) nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XX. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XXI. Entire Agreement; No Waiver

This Agreement and the aforementioned Contract Documents shall constitute the Entire Agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by the AGENCY of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

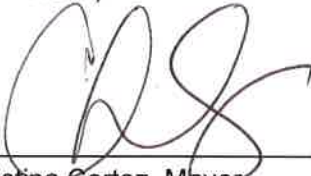
ARTICLE XXII. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONTRACTOR, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the Parties enter into this Agreement as of the Effective Date set forth above.

CITY OF MONTEBELLO
("AGENCY")



Christina Cortez, Mayor

SHAK ENTERPRISES, INC. dba
MONTEBELLO TIRE PROS
("CONTRACTOR")



Signature

Steve Boyajian CEO
Print Name and Title

Date: 1/28/2013

Date: 1-18-13

ATTEST:



Daniel Hernandez, City Clerk

APPROVED AS TO FORM:



Arnold M. Alvarez-Glasman, City Attorney



AGREEMENT 2787-A

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (AGREEMENT NO. 2787-A) BY AND BETWEEN THE CITY OF MONTEBELLO AND SHAK ENTERPRISES, INC.

This Second Amendment to the Professional Services Agreement by and between the CITY OF MONTEBELLO and SHAK ENTERPRISES, INC. dba MONTEBELLO TIRE PROS ("**Second Amendment**") is entered into this 10th day of July 2019, by and between Shak Enterprises Inc. dba Montebello Tire Pros ("**Consultant**") and City of Montebello ("**City**"), with reference to the following facts:

WHEREAS, Consultant and City (sometimes hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**") entered into that certain Agreement for City's Fleet Maintenance and Repair Services by and between the City of Montebello and Shak Enterprises, Inc. dba Montebello Tire Pros, dated August 22, 2012 (the "**Agreement**"), pursuant to which City retained Consultant to provide building and safety staff services, as further described in the Agreement;

WHEREAS, City, being mutually satisfied with Consultant's performance of the Agreement, desires to request Consultant provide additional professional services on a variety of projects as assigned; and

WHEREAS, Consultant desires to provide such additional professional services to the City;

WHEREAS, the Parties desire to approve this Second Amendment to memorialize their respective rights and obligations hereunder.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt adequacy of which is expressly acknowledged by the Parties, the Parties agree to amend to the Agreement as follows:

SECTION 1. Compensation.

The total Compensation due Consultant under the Agreement for providing the professional services to City as described in the Agreement in an amount not to exceed \$275,000 for FY 19/20 agreement, and \$283,250 for FY 20/21 agreement for the City's Fleet Vehicle Maintenance and Repair Services

SECTION 2. Remainder of Agreement Effective.

Except as expressly amended herein with respect to the Compensation, the remainder of the Agreement shall remain in full force and effect and is incorporated herein in its entirety.

CITY OF MONTEBELLO

Shak Enterprises, INC. dba Montebello Tire Pros

Paul Talbot
Interim City Manager

Steve Boyajian, CEO
Montebello Tire Pros

ATTEST

Irma Barajas, City Clerk

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Paul Talbot, Interim City Manager

BY: Tom Barrio, Director of Transportation

SUBJECT: Award a contract to Eric Martinez Consulting Service for Bid No. 19-33 – Consultant Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting, and Electrical Systems of Heavy-Duty Transit New Flyer Buses

Date: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- 1) Award a contract to Eric Martinez Consulting Service for the Consultant Service Specialist in Hybrid, Gasoline, Electric, Parts, Troubleshooting, and Electrical Systems of Heavy-Duty Transit New Flyer Buses as recommended by the Director of Transportation.
- 2) Authorize the City manager to execute an agreement on behalf of the City.
- 3) Take such additional, related action that may be desirable.

BACKGROUND

The City released a Notice inviting Bids, RFP 19-33 “Request for Proposals for Consultant Service Specialist in Hybrid, Gasoline, Electric, Parts, Troubleshooting, and Electrical Systems of Heavy-Duty Transit New Flyer Buses”, on April 30, 2019. This invitation of bid was to select a qualified firm/consultant for Consultant Service in Hybrid Gasoline, Electric, Parts, and Subsystems knowledge as well as troubleshooting, training and supporting Montebello Transportation Department in the continued operation and maintenance of superior transportation for the City of Montebello.

ANALYSIS

On April 30, 2019, the City issued Request for Proposal (RFP) #19-33 on Planet Bids for the Consultant Service Specialist in Hybrid, Gasoline, Electric, Parts, Troubleshooting and Electrical Systems of Heavy-Duty Transit New Flyer Buses. The notice inviting bids was published in the City Web Site and WAVE Newspaper on May 13, 2019. Planet Bid notified twenty (20) registered vendors and nine (9) prospective bidders reviewed the posted RFP.

Due to the specialized skill level of this RFP, the City received one sealed proposal which was opened on June 12, 2019 for the Consultant Service Specialist in Hybrid, Gasoline, Electric, Parts, Troubleshooting and Electrical Systems of Heavy-Duty Transit New Flyer Buses (RFP No. 19-33) from Eric Martinez Consulting Service.

Eric Martinez Consulting Service is currently providing hybrid parts oversight and warranty claims and works days and or night-shift, in addition to filing and maintaining vehicle records, and ensuring appropriate parts are stocked on shelves.

The City has thirty-six (36) hybrid gasoline electric buses which are unique to the Transportation industry. As a specialist in the Hybrid Systems Mr. Martinez is able to provide training, assist with troubleshooting techniques by working with mechanics that have been assigned to repair and maintain the hybrid buses, provide assistance with confirming parts that have been identified as defective by a mechanic, ensure the appropriate part is ordered, and provide written communications including correspondence in the development of training or related to a project that has been assigned. Mr. Martinez researches and analyzes failures that may impact the operation and cost effectiveness of vehicles and or maintenance concerns relating to the Maintenance Department.

Staff has evaluated Eric Martinez Consulting Service's proposal based on the criteria, which included the proposer's qualifications, experience, quality and effectiveness of approach to perform the work and cost. Eric Martinez Consulting Service's proposed a cost of \$52.50 per hour, should not exceed the sum of Sixty Thousand Dollars (\$60,000). This has been determined to be fair and reasonable. Therefore, staff recommends awarding the contract to Eric Martinez Consulting Service as the most responsible and responsive proposer for this RFP.

FISCIAL IMPACT

Funds for this project are budgeted in the Fiscal Year 2019/20 Budget. Funding source for this project: Transit Grant: Measure R – Clean Fuel.

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

SUMMARY

The City Council will consider for approval: 1) awarding a contract to Eric Martinez Consulting Service; and 2) authorizing the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Draft Agreement
RFP 19-33
Proposal from Eric Martinez Consulting Inc.

CITY OF MONTEBELLO

CONTRACT AGREEMENT NO. _____

FOR

**Consultant Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting,
and Electrical Systems of Heavy-Duty Transit New Flyer Buses**

RFP NO. 19-33

This Contract Agreement ("Agreement") is made and entered into for the above stated project this _____ day of _____, 2019 by and between the City of Montebello, a California municipal corporation, as the "AGENCY," and **Eric Martinez Consulting Services, LLC** as "CONSULTANT," collectively referred herein as the Parties.

RECITALS

A. AGENCY is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. CONSULTANT is a corporation duly organized and doing business in the State of California. CONSULTANT represents it has the background, knowledge, experience and expertise necessary to provide the AGENCY with the equipment, goods and services set forth in this Agreement.

C. AGENCY seeks to procure from CONSULTANT, and CONSULTANT seeks to provide to the AGENCY, Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting, and Electrical Systems of Heavy-Duty Transit New Flyer Buses as further described in **RFP No.19-33**.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, AGENCY and CONSULTANT agree as follows:

ARTICLE I. Incorporation of Recitals and other Contract Documents

The above-referenced Recitals constitute a material part hereof, and shall hereby be incorporated by reference. Moreover, for purpose of this Agreement, the contract documents for the aforesaid Project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Price Proposal, General Specifications, Standard Specifications, Special Provisions, General Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with all required bonds, insurance certificates, permits, notices, schedules, forms, certifications and affidavits; and also including any and all addenda or supplemental agreements clarifying, or extending the work contemplated as may be required to insure its completion in acceptable manner (collectively referred herein as the "Contract Documents"). All

of the provisions of said Contract Documents constitute a material part hereof, and shall be hereby incorporated by reference as though fully set forth herein.

ARTICLE II. Services to be performed by CONSULTANT

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONSULTANT agrees to perform the services and furnish all materials necessary to perform all work required for the above stated Project, and to fulfill all other obligations as set forth in the aforesaid Contract Documents. CONSULTANT covenants with the AGENCY to furnish its best skill, judgment and efforts and to cooperate with the AGENCY and any other consultants engaged by the AGENCY in providing the services necessary for the Project. CONSULTANT covenants to use its best effort to perform its duties and obligation under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the AGENCY. Workmanship throughout the performance of this Agreement shall conform to the highest standard of commercially accepted practice of work and shall result in a neat finished appearance to the satisfaction of the AGENCY.

ARTICLE III. Compensation

As full compensation for furnishing all materials, performing all services, and fulfilling all obligations set forth in this Agreement, the AGENCY agrees to pay and the CONSULTANT agrees to receive and accept the prices set forth in the Cost Proposal Sheet submitted by CONSULTANT dated May 13, 2019 ("Compensation"), attached herein as Exhibit "1" and incorporated by this reference. The total amount of the compensation shall not exceed the sum of Sixty Thousand Dollars (\$60,000). Consultant shall submit to the AGENCY an invoice on a monthly basis for the services performed in the preceding month pursuant to this Agreement. AGENCY shall pay CONSULTANT upon thirty (30) days of receipt of invoice and full acceptance of product and services by the AGENCY.

Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV. Completion of Work

The work and services set forth in this Agreement will be completed in a timely manner, and in accordance with an agreed upon work schedule to be determined by Parties. An extension of the period for completion may be granted by mutual agreement by the Parties herein for reasons outside the control of the CONSULTANT including acts of God. CONSULTANT shall request an extension by notifying AGENCY in writing at least fifteen (15) days prior to the expected Completion Date.

No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed and such additional work is approved in writing. In such event, AGENCY shall in good faith consider any request for additional compensation submitted by CONSULTANT.

ARTICLE V. Ownership of Written Products

All reports, documents or other written material ("written products") developed by CONSULTANT in its performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by the AGENCY. 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 CONSULTANT.

ARTICLE VI. Independent Contractor

CONSULTANT is, and shall at all times remain to the AGENCY, a wholly independent contractor. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the AGENCY or otherwise to act on behalf of the AGENCY as an agent. Neither the AGENCY nor any of its officers, employees or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees or agents, except as set forth in this Agreement. CONSULTANT shall not represent that it is, or that any of its agents or employees are, in any manner employees of the AGENCY.

ARTICLE VII. Confidentiality

All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by the AGENCY. The AGENCY shall grant such consent if disclosure is legally required. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Agreement. CONSULTANT agrees that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE VIII. Compliance with State and Local Laws

CONSULTANT shall comply with all applicable federal, state, and local laws throughout its performance of this Agreement. CONSULTANT acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions. All services required under this Agreement will be performed by CONSULTANT, or under its supervision, and all personnel shall possess the qualification, permits, and licenses required by the State and local law to perform such services.

CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing service required by this Agreement, and compliance with all reasonable performance standards established by AGENCY. CONSULTANT shall be responsible for payment of all employees' and sub-consultant's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONSULTANT shall indemnify and hold harmless the AGENCY from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

ARTICLE IX. Indemnification

CONSULTANT agrees to indemnify, defend and hold harmless AGENCY and all of its officers, agents, elected and appointed officials, employees, volunteers, and affiliated public agencies (collectively, the "AGENCY") against any or all injuries, deaths, losses, damages, claims, suits, liabilities, demands, lawsuits, costs, expenses or causes of action, including reasonable attorneys' fees and related costs and expenses, which may accrue against the AGENCY based on, arising out of, or incident to any negligent act, error, omission or willful misconduct of CONSULTANT, or any and all persons, firms, or corporations employed or contracted by CONSULTANT or its sub-consultants, in connection with the performance of the Services of this Agreement. The Parties agree that the covenants contained in this Article shall survive the expiration or termination of this Agreement.

ARTICLE X. Insurance

In accordance with the terms of the Contract Documents, CONSULTANT shall furnish the AGENCY a policy or certificate of insurance evidencing coverage for Worker's Compensation insurance and comprehensive liability insurance, including automobile, in which upon the request of the AGENCY, its officers and employees shall be named as additional insured with respect to all claims arising out of or in connection with the work to be performed, including any act or omission of employees, agents, sub-consultants, or their employees, whether or not caused by the sole (or contributing) negligence of the AGENCY, its officers or employees, and which shall remain in full force and effect until the work or services is accepted herein by the AGENCY. The policies shall provide the coverage limits set forth in the Contract Documents. Such comprehensive liability insurance shall be primary and non-contributing with any insurance coverage available to the AGENCY, shall contain a severability of interest clause (cross liability) and shall provide that it shall not be canceled or materially reduced, except for non-payment of premium, without thirty (30) days prior written notice to the AGENCY. In the event the policy is cancelled for non-payment of premium, ten (10) days prior written notice shall be given.

ARTICLE XI. Authorization by CONSULTANT

CONSULTANT affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all duly authorized individuals, firm members, partners, joint ventures, and/or corporate officers having principal interest herein.

ARTICLE XII. 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.

For any breach deemed by the non-defaulting party to constitute a material breach, the defaulting party is required to cure the breach within five (5) calendar days upon receipt of written notice. For any breach deemed by the non-defaulting party to constitute a non-material breach, the defaulting party is obligated to cure such breach within ten (10) calendar days upon receipt of written notice. However, if the nature of the non-material breach requires more than ten (10) days to cure, the defaulting party shall have thirty (30) days to diligently pursue and complete a cure.

In addition to any other available legal or equitable rights or remedies, if the default is not cured within the time periods described above, the non-defaulting party may terminate this Agreement by giving written notice thereof to the defaulting party, setting forth the effective date thereof.

The AGENCY shall have the option, at its sole discretion and without cause, of terminating this Agreement in whole, or in part, by giving ten (10) business days written notice to CONSULTANT. Upon the termination of this Agreement as provided herein, the AGENCY shall provide to CONSULTANT the part of Compensation which would otherwise be payable to CONSULTANT for services CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All AGENCY data, documents, objects, materials or other tangible things shall be returned to the AGENCY upon the termination or expiration of this Agreement.

With the exception of the covenants contained in Articles VII (Confidentiality) and IX (Indemnification), this Agreement shall expire upon full payment of the Compensation by the AGENCY to CONSULTANT.

ARTICLE XIII. Dispute Resolution and Legal Remedies

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, 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 Los Angeles County, California.

ARTICLE XIV. Subcontract, Assignment or Delegation

CONSULTANT shall not subcontract, delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of AGENCY. 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 CONSULTANT and shall not bind or purport to bind AGENCY and shall not release 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 CONSULTANT under the Agreement.

ARTICLE XV. Non-discrimination and Equal Opportunity Employer

In the performance of this Agreement, 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. CONSULTANT will take affirmative action to ensure that sub-consultants 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.

ARTICLE XVI. Notices

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:

To AGENCY: Montebello Bus Lines
400 S. Taylor Ave.
Montebello, CA 90640
Attention: Tom Barrio
Director of Transportation
Phone: 323-558-1625
Email: MBL@cityofmontebello.com

To CONSULTANT: Eric Martinez
Eric Martinez Consulting Services, LLC
7090 Miami Street
Riverside, CA 92506
323-440-5807
951-500-9641
ericmartinez812003@yahoo.com

ARTICLE XVII. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision nevertheless will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVIII. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ARTICLE XIX. Entire Agreement; Waiver

This Agreement and the Contract Documents aforementioned shall constitute the entire agreement by the Parties, and supersedes all prior proposals, agreements, and understandings between the Parties and may not be modified or terminated orally. The waiver by the AGENCY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of

the same or any other term, covenant or condition herein contained. No attempted waiver of any of the provisions herein, nor any change, amendment or modification to this Agreement shall be effective unless in writing and signed by the party against whom the same is sought to be enforced.

ARTICLE XX. Effective Date

Unless otherwise specified herein, this Agreement shall become effective as of the date in which the last of the Parties, whether AGENCY or CONSULTANT, executes this Agreement. This Agreement may be signed in counterparts, each of which shall constitute an original, and which collectively shall constitute one instrument.

IN WITNESS WHEREOF the Parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed in triplicate by setting hereunto their names, titles, hands, and seals this ____ day of _____, 2019.

CITY OF MONTEBELLO
("AGENCY")

("CONSULTANT")

Paul Talbot, Interim City Manager

Eric Martinez
Consultant

Date: _____

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

REQUEST FOR PROPOSAL

**Consultant Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting,
Electrical Systems of Heavy-Duty Transit New Flyer Buses.**

COST PROPOSAL SHEET

Fully
Burden
Hourly
Rate

Consultant Service Specialist in
Hybrid Gasoline Electric, Parts,
Troubleshooting, Electrical
Systems of Heavy-Duty Transit
New Flyer Buses.

\$152.50 per hr.

Authorized Signature: 	Date: 5/13/19
Print Name & Title: Eric Martinez owner	
Business Name: Martinez Consulting Services LLC.	
Address: 7090 Miami St.	
City, State, Zip: Riverside CA 92506	
Phone Number: 323-440-5807 / 951-500-9641	
E-mail Address: ericmartinez812003@yahoo.com	



**Request for Quotes
RFP 19-33**

**For
Consultant Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting,
Electrical Systems of Heavy-Duty Transit New Flyer Buses.**

**Montebello Bus Lines
400 S. Taylor Avenue
Montebello, CA 90640**

**Proposals to be received until close of business
June 12, 2019**

INTRODUCTION

Background:

Montebello Bus Lines (MBL) is one of the oldest bus operators in the region, having provided transit service to the City of Montebello since 1931. In FY 2010, MBL carried over 8.2 million passengers on seven local routes and two express service routes. MBL's peak period fleet of 55 buses was enhanced in 2010 with the addition of 25 gasoline/electric hybrid buses. In January 2011, MBL took delivery of three CNG fuel buses and executed a contract to design/build a CNG fueling station, both projects funded by ARRA. The station will provide fuel for MBL's future CNG fleet planned as part of MBL's bus replacement program. MBL is also procuring an Automatic Vehicle Locator/Computer Aided Dispatch system with ARRA funding to improve safety, performance, and customer service. In addition to serving Montebello, MBL's service extends to the surrounding communities of Alhambra, Bell Gardens, Commerce, East Los Angeles, La Mirada, Los Angeles, Monterey Park, Pasadena, Pico Rivera, San Marino, South Gate, Rosemead, and Whittier. MBL also offers Dial-A-Taxi paratransit services for elderly and disabled persons and a circulator shuttle service from the Montebello/Commerce Metrolink Station.

The Request:

MBL is soliciting proposals from a select number of qualified firms/consultants for the following work:

To provide Consultant Service Specialist in Hybrid Gasoline Electric, Parts, and Subsystems knowledge as well as Troubleshooting. Training, and support MBL in the continued operation and maintenance of superior transportation for the City of Montebello.

The request service is for a period of one (1) year term, with an option to renew yearly up to two (2) additional years. This will allow the Montebello Bus Lines to operate in an efficient manner without having to consistently re-bid.

Scope of Services:

The selected firm/consultant will serve as a Hybrid specialist in the management of Parts of Heavy-Duty New Flyer Transit Bus Hybrid Gasoline Electrics. May also provide training and support for the Transportation Department; bus Maintenance Division, as needed within this specialized area.

Description of Services – Anticipated activities include:

- Hybrid parts oversight and warranty claims and may work days and or night-shift, in addition to filing and maintaining vehicle records, and ensuring appropriate parts are stocked on shelves.

- As a specialist in the Hybrid Systems may provide training assist with troubleshooting techniques by working with mechanics that have been assigned to repair and maintain the hybrid buses.
- As a specialist may provide assistance with confirming parts that have been identified as defective by a mechanic, and ensuring appropriate part is ordered.
- Provide written communications including correspondence in the development of training or related to a project that has been assigned.
- Research and analysis failures that may impact the operation and cost effectiveness of vehicles and or maintenance concerns relating to the Maintenance Department.
- Assist Montebello Bus Lines staff in the execution of special events, including bus rodeo's and or other events, where buses will need special preparation.
- Provide assistance in the updating of preventative maintenance guidelines for the proper acquisition of needed parts for the Hybrid Gasoline Electric buses.

Budget:

Billing Rate – Respondents should include an hourly billing rate for all services noted in the scope of work. If the rate varies by type of work or by the person conducting the service, please call this out in the response.

Expenses – The hourly rate shall be fully burden and include all mileage cost, medical, retirement, and work-comp insurances as well as required clothing/shoes in the performance of this type of work.

Selection Procedure:

A selection committee of MBL staff will be responsible for reviewing the firms/ consultants qualifications and proposals.

By submitting a response to this RFQ, prospective firms waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Acceptance of any statement submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for consulting services.

MBL reserves the right to reject any and all proposals, and/or to award whole or part of proposed tasks. All responses to this RFQ shall become the property of the MBL.

Any contract entered into will be subject to termination at any stage if, in the judgment of MBL, such termination is in the best interest of the MBL. In the event such decision is

made, appropriate written notice will be given before any termination and the selected firm will be paid on a pro-rata basis for work performed prior to notice of termination.

MBL seeks to award this project to the most qualified Proposer whose offer conforms most to this solicitation and that will be most advantageous to MBL as determined by the evaluation factors below:

- Overall experience with hybrid system and components
- Previous experience working within the public transit industry, on heavy-duty transit buses.
- Parts costs
- Available to work odd shifts and or weekends to meet the needs of the department.
- References

Each firm/consultant is required to submit a written response to this RFQ electronically to Planet Bid, by the date noted on page one. Please keep the response to no more than three pages. In addition, complete cost proposal sheet included.

Contact Info:

Jose Melendez, Interim Vehicle Maintenance Manager for the City of Montebello, Transportation Department.

jmelendez@cityofmontebello.com

323-216-9705



**Request for Quotes
RFP 19-33**

**For
Consultant Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting,
Electrical Systems of Heavy-Duty Transit New Flyer Buses.**

**Montebello Bus Lines
400 S. Taylor Avenue
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Proposals to be received until close of business
[June 12, 2019](#)

INTRODUCTION

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Scope of Services:

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Description of Services – Anticipated activities include:

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- As a specialist in the Hybrid Systems may provide training assist with troubleshooting techniques by working with mechanics that have been assigned to repair and maintain the hybrid buses.
- As a specialist may provide assistance with confirming parts that have been identified as defective by a mechanic, and ensuring appropriate part is ordered.
- Provide written communications including correspondence in the development of training or related to a project that has been assigned.
- Research and analysis failures that may impact the operation and cost effectiveness of vehicles and or maintenance concerns relating to the Maintenance Department.
- Assist Montebello Bus Lines staff in the execution of special events, including bus rodeo's and or other events, where buses will need special preparation.
- Provide assistance in the updating of preventative maintenance guidelines for the proper acquisition of needed parts for the Hybrid Gasoline Electric buses.

Budget:

Billing Rate – Respondents should include an hourly billing rate for all services noted in the scope of work. If the rate varies by type of work or by the person conducting the service, please call this out in the response.

Expenses – The hourly rate shall be fully burden and include all mileage cost, medical, retirement, and work-comp insurances as well as required clothing/shoes in the performance of this type of work.

Selection Procedure:

A selection committee of MBL staff will be responsible for reviewing the firms/ consultants qualifications and proposals.

By submitting a response to this RFQ, prospective firms waive all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ. Acceptance of any statement submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for consulting services.

MBL reserves the right to reject any and all proposals, and/or to award whole or part of proposed tasks. All responses to this RFQ shall become the property of the MBL.

Any contract entered into will be subject to termination at any stage if, in the judgment of MBL, such termination is in the best interest of the MBL. In the event such decision is

made, appropriate written notice will be given before any termination and the selected firm will be paid on a pro-rata basis for work performed prior to notice of termination.

MBL seeks to award this project to the most qualified Proposer whose offer conforms most to this solicitation and that will be most advantageous to MBL as determined by the evaluation factors below:

- Overall experience with hybrid system and components
- Previous experience working within the public transit industry, on heavy-duty transit buses.
- Parts costs
- Available to work odd shifts and or weekends to meet the needs of the department.
- References

Each firm/consultant is required to submit a written response to this RFQ electronically to Planet Bid, by the date noted on page one. Please keep the response to no more than three pages. In addition, complete cost proposal sheet included.

Contact Info:

Jose Melendez, Interim Vehicle Maintenance Manager for the City of Montebello, Transportation Department.

jmelendez@cityofmontebello.com

323-216-9705

**CITY OF MONTEBELLO
MONTEBELLO BUS LINES**

REQUEST FOR PROPOSAL

**Consultant Service Specialist in Hybrid Gasoline Electric, Parts, Troubleshooting,
Electrical Systems of Heavy-Duty Transit New Flyer Buses.**

COST PROPOSAL SHEET

Fully
Burden
Hourly
Rate

Consultant Service Specialist in
Hybrid Gasoline Electric, Parts,
Troubleshooting, Electrical
Systems of Heavy-Duty Transit
New Flyer Buses.

Authorized Signature:	Date:
Print Name & Title:	
Business Name:	
Address:	
City, State, Zip:	
Phone Number:	
E-mail Address:	

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Robert Mescher, Finance Director

SUBJECT: FY19-20 Annual Tax Rate for Voter Approved Indebtedness

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- (1) Review and adopt the attached resolution establishing property tax override rates on voter approved indebtedness for retirement expenditures for the fiscal year 2019-2020; and
- (2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.
- (3) Take such additional, related, action that may be desirable.

BACKGROUND

- The City of Montebello is covered under the Public Employees Retirement System (PERS), which is administered by the State.
- At the elections held on July 9, 1946 and March 2, 1976, the voters of the City approved a tax override rate to fund the City's participation in the Public Employees Retirement System.
- In 1996, the City Council adopted Ordinance No. 2148 which codified the tax rate of \$.197875 per \$100 of assessed valuation in the municipal code at Section 3.28.020. It is also the maximum rate allowed under Section 3 Chapter 112 of the Statutes of 1985.
- CalPERS recently devised a methodology to eliminate the portion of the future pension benefits that are not yet funded by the current asset balances and projected earnings (Unfunded Pension Liability). The unfunded pension liability has been amortized over numerous years and a payment plan has been

established for each member agency.

ANALYSIS

- The proposed tax rate of \$0.197875 per \$100 of assessed valuation will generate approximately \$13.5 million in revenues for the Retirement fund.
- The estimated expenditures from the Retirement Fund are approximately \$11.4 million dollars for Fiscal Year 2019-2020. This includes approximately \$7.3 million for the Unfunded Pension Liability payment and approximately \$4.1 million in employer contribution and a portion of employee contribution. With the recent approved MOUs with various bargaining units, by January 2021, the City will no longer pay the employee portion of the pension contribution.
- For the Fiscal Year 2019-2020, the total City's employer contribution rates to the Public Employees Retirement System (PERS) are 20.725% for safety employees and 10.513% for miscellaneous employees.
- In addition, the Unfunded Pension Liability contribution amounts for Fiscal Year 2019-2020 are \$5,679,872 and \$4,189,967 for safety and miscellaneous employees respectively.
- The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year.

FISCAL IMPACT

The retirement expenditures will be paid solely from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code section 3.28.020 and the Transit Enterprise Fund where applicable. No General Fund revenues will be used to pay for the retirement expenditures.

SUMMARY

The retirement expenditures by the City of Montebello are funded through the voter-approved indebtedness that was authorized by elections held on July 9, 1946 and March 2, 1976. For Fiscal Year 2019-2020, the total City's employer contribution rates to the Public Employees Retirement System (PERS) are 20.725% for safety employees and 10.513% for miscellaneous employees. In addition, the total Unfunded Pension Liability payment for the City in FY 2019-20 is \$9,869,839. The proposed tax rate of \$0.197875 is the rate set by Montebello Municipal Code section 3.28.020, adopted by the City Council in 1996. The resolution setting the override tax rates must be submitted to the Los Angeles County Auditor Controller's office at the beginning of each fiscal year.

ATTACHMENTS

1. Attachment A
2. Resolution

ATTACHMENT A

[illegible]

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO
FIXING THE RATE OF TAXES AND LEVYING TAXES FOR THE FISCAL
YEAR BEGINNING JULY 1, 2019**

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

SECTION 1. That for the purpose of raising the sums of money necessary to be secured by taxation upon the taxable property in the City of Montebello, as a revenue to pay the indebtedness of said City for the fiscal year beginning July 1, 2019, the rates for the different portions of said City are hereby fixed and taxes are hereby levied on all taxable property in the different portions of said City for the fiscal year beginning July 1, 2019, in the number of cents upon One Hundred Dollars of the assessed value of said property as assessed and equalized in the manner prescribed by law, and for the purposes set forth in the following table, the taxes levied upon property in each portion of said City hereinafter described and designated by a district number which is prefixed to the description of such portion of said City as hereinafter stated:

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

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

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

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

- (1) "Annexation No. 1, 1A", annexed by Ordinance No. 1025, adopted on June 25, 1963, effective date, July 26, 1963;
- (2) "Annexation No. 13", annexed by Ordinance No. 1026, adopted on June 25, 1963, effective date, July 26, 1963;
- (3) "Annexation No. 17", annexed by Ordinance No. 1027, adopted on June 25, 1963, effective date, July 26, 1963;
- (4) "Annexation No. 18", annexed by Ordinance No. 1118, adopted on February 24, 1965, effective date, March 27, 1965;
- (5) "Annexation No. 19", annexed by Resolution No. 8150, adopted on February 27, 1967, effective date, March 23, 1967;
- (6) "Annexation No. 21", annexed by Ordinance No. 1304, adopted on August 12, 1968, effective date, September 12, 1968;
- (7) "Annexation No. 23", annexed by Resolution No. 9157, adopted on August 10, 1970, effective date, August 21, 1970;
- (8) "Annexation No. 25", annexed by Ordinance No. 1463, adopted on November 27, 1972, effective date, December 28, 1972;
- (9) "Annexation No. 27", annexed by Ordinance No. 1509, adopted on October 29, 1973, effective date, November 29, 1973;
- (10) "Annexation No. 29", annexed by Resolution No. 78-3, adopted on January 9, 1978, effective date, May 17, 1978;
- (11) "Annexation No. 30-A", annexed by Resolution No. 79-2, adopted on January 8, 1979, effective date, February 2, 1979; and
- (12) "Annexation No. 31", annexed by Resolution No. 79-91, adopted on June 25, 1979, effective date, July 18, 1979.

ASSESSED VALUATIONS

TAXATION DISTRICT NO. 1	3,792,150,129
TAXATION DISTRICT NO. 2	19,114,182
TAXATION DISTRICT NO. 3	242,159,204
TAXATION DISTRICT NO. 1s	397,868,385
TAXATION DISTRICT NO. 2s	43,947,088
TAXATION DISTRICT NO. MB HILLS 1	529,358,625
TAXATION DISTRICT NO. MB HILLS 3	360,469,887
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	110,920,789
TAXATION DISTRICT NO. 1 MERP	535,773,111
TAXATION DISTRICT NO. 2 MERP	21,667,013

TAX RATES FOR THE ABOVE TAXATION DISTRICTS LISTED IN ATTACHMENT A

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

APPROVED AND ADOPTED THIS 10th DAY OF JULY, 2019.

CITY OF MONTEBELLO

Jack Hadjinian, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Paul Talbot, Interim City Manager

BY: Bob Franco, Director of Human Resources

SUBJECT: Request to Approve CalPERS Resolutions for Paying the Value of the Employer Paid Member Contributions (EPMC)

DATE: July 10, 2019

RECOMMENDATION

It is recommended that the City Council:

- (1) Approve the attached six (6) CalPERS resolutions for three (3) of the City's safety units for paying the value of the employer paid member contributions (EPMC) with separate effective dates of July 1, 2019 and July 7, 2019.
- (2) Take such additional, related, action that may be desirable.

BACKGROUND / ANALYSIS

At the City Council's June 26, 2019 meeting new Memorandums of Understandings (MOUs) were adopted for the following (3) safety units:

1. Montebello Fire Management Association – MFMA
2. Montebello Police Management Association – MPMA
3. Montebello Police Officers' Association - MPOA

On July 1, 2019 the City's Finance Department was contacted by the CalPERS Payroll Manager notifying Finance that the City will need to process two separate CalPERS resolutions for paying the value of the EPMC for (3) of our safety units with two separate effective dates.

The reason for this CalPERS requirement is that any changes in the City's reporting of EPMC contributions needs to coincide with the City's earnings pay period. Our newly adopted MOUs for these safety units had prior side letters that ended their City-paid EPMC contributions of (9%) effective June 30, 2019.

Effective July 1, 2019, these MOUs would decrease the City-paid EPMC contributions to (5%). However, the MOUs take effect on the first pay period follow MOU adoption, which occurred on June 26, 2019, thus establishing an effective date of July 7, 2019.

This leaves a payroll reporting gap between July 1, 2019 and July 6, 2019 which must be accounted for according to the CalPERS Payroll Manager. The attached CalPERS resolutions will resolve this pay reporting gap.

FISCAL IMPACT

There is no additional fiscal impact for the remainder of FY 2019/20.

SUMMARY

Approve the attached (6) CalPERS resolutions for paying the value of the employer paid member contributions for (3) public safety units at (9%) effective as of July 1, 2019 and (5%) effective July 7, 2019.

ATTACHMENTS

1. CalPERS Resolution for Paying the Value of EMPC – MFMA (9%) – Eff. 7/1/19
2. CalPERS Resolution for Paying the Value of EMPC – MFMA (5%) – Eff. 7/7/19
3. CalPERS Resolution for Paying the Value of EMPC – MPMA (9%) – Eff. 7/1/19
4. CalPERS Resolution for Paying the Value of EMPC – MPMA (5%) – Eff. 7/7/19
5. CalPERS Resolution for Paying the Value of EMPC – MPOA (9%) – Eff. 7/1/19
6. CalPERS Resolution for Paying the Value of EMPC – MPOA (5%) – Eff. 7/7/19

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Montebello has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees/members of the Montebello Fire Management Association (MFMA).**
- **This benefit shall consist of paying 9% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be July 1, 2019.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Montebello, as follows;

SECTION 1. The City of Montebello elects to pay and report the value of EPMC, as set forth above.

SECTION 2. City Council Resolution Number 19-73 is hereby superseded by this Resolution with respect to the payment and reporting of Employer Paid Member Contributions.

That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of July 2019

ATTEST:

Irma Barajas, City Clerk

Jack Hadjinian, MAYOR

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Montebello has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees/members of the Montebello Fire Management Association (MFMA).**
- **This benefit shall consist of paying 5% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be July 7, 2019.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Montebello elects to pay and report the value of EPMC, as set forth above.

That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of July 2019

ATTEST:

Jack Hadjinian, MAYOR
APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Montebello has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees/members of the Montebello Police Management Association (MPMA).**
- **This benefit shall consist of paying 9% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be July 1, 2019.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Montebello, as follows;

SECTION 1. The City of Montebello elects to pay and report the value of EPMC, as set forth above.

SECTION 2. City Council Resolution Number 19-75 is hereby superseded by this Resolution with respect to the payment and reporting of Employer Paid Member Contributions.

That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of July 2019

ATTEST:

Irma Barajas, City Clerk

Jack Hadjinian, MAYOR

APPROVED AS TO FORM:

Arnold M. Alvarez, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Montebello has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees/members of the Montebello Police Management Association (MPMA).**
- **This benefit shall consist of paying 5% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be July 7, 2019.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Montebello elects to pay and report the value of EPMC, as set forth above.

That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of July 2019

ATTEST:

Jack Hadjinian, MAYOR
APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Montebello has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees/members of the Montebello Police Officers’ Association (MPOA).**
- **This benefit shall consist of paying 9% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be July 1, 2019.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Montebello, as follows;

- SECTION 1.** The City of Montebello elects to pay and report the value of EPMC, as set forth above.
- SECTION 2.** City Council Resolution Number 19-76 is hereby superseded by this Resolution with respect to the payment and reporting of Employer Paid Member Contributions.

That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of July 2019

ATTEST:

Irma Barajas, City Clerk

Jack Hadjinian, MAYOR

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MONTEBELLO FOR PAYING AND REPORTING THE VALUE OF
EMPLOYER PAID MEMBER CONTRIBUTION**

WHEREAS, the governing body of the City of Montebello has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Montebello has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Montebello of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Montebello has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees/members of the Montebello Police Officers’ Association (MPOA).**
- **This benefit shall consist of paying 5% of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable** {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be July 7, 2019.**

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Montebello elects to pay and report the value of EPMC, as set forth above.

That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Human Resources and the Director of Finance and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 10th day of July 2019

ATTEST:

Jack Hadjinian, MAYOR
APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND
DEMANDS**

**THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES
HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1. That the reference is hereby made to that certain
Register of Audited Demand Nos. 1472, consisting of 11 pages, and
including**

Warrant No. 583957 through 584225;

Warrant No. 1441 and 1442

**on file in the office of the City Clerk, the same having been audited and
approved by the Controller as required by law.**

**SECTION 2. That the said City Council having examined each such
demand does hereby approve and direct the payment of same, as set forth
in said Register, except the following Warrant No.**

**SECTION 3. That the City Clerk shall certify to the adoption of this
resolution and thence forth and thereafter the same shall be in full force
and effect.**

APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2019.

JACK HADJINIAN, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1472
From Payment Date: 6/20/19 - To Payment Date: 7/2/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
583957	06/26/2019	\$1,375.00	CONTRACT SERVICES	1429	JEFF ANAYA
583958	06/26/2019	\$268.28	SUPPLIES	35980	SAEED RADMEHR/ARTE PRINTING
583959	06/26/2019	\$6,956.82	UTILITY SERVICES	39550	AT&T
583960	06/26/2019	\$53.91	UTILITY SERVICES	39550	AT&T
583961	06/26/2019	\$42.45	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
583962	06/26/2019	\$1,100.17	NOTES PAYABLE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
583963	06/26/2019	\$775.00	CONTRACT SERVICES	1752	AMY CERVANTES
583964	06/26/2019	\$1,279.43	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
583965	06/26/2019	\$283.09	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
583966	06/26/2019	\$1,277.83	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
583967	06/26/2019	\$169.80	TRAVEL & MEETINGS	2315	KIMBERLY COBOS-CAWTHORNE
583968	06/26/2019	\$56.64	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
583969	06/26/2019	\$4,167.00	CONTRACT SERVICES	21260	FLAIR DATA SERVICES, INC.
583970	06/26/2019	\$446.84	PREPAID EXPENSES	2467	FUSION CLOUD SERVICES, LLC
583971	06/26/2019	\$666.02	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
583972	06/26/2019	\$1,014.82	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
583973	06/26/2019	\$666.02	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
583974	06/26/2019	\$712.37	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
583975	06/26/2019	\$920.09	TRAINING	35650	MARC MARTY
583976	06/26/2019	\$773.47	TRAINING	188	MONTEBELLO FIRE DEPARTMENT
583977	06/26/2019	\$17,664.00	MEAL EXPENSE	1690	MONTEBELLO FIRE FIGHTERS ASSOCIATION
583978	06/26/2019	\$634.81	CONTRACT SERVICES	386	NET TRANSCRIPTS INC.
583979	06/26/2019	\$82.73	SUPPLIES	15620	OFFICE DEPOT
583980	06/26/2019	\$794.00	REFUND	2475	ANDREA RAMIREZ
583981	06/26/2019	\$2,330.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
583982	06/26/2019	\$118,452.74	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON



City of Montebello
Register of Demands No. 1472
From Payment Date: 6/20/19 - To Payment Date: 7/2/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
583983	06/26/2019	\$10,964.55	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
583984	06/26/2019	\$13,323.87	PREMIUMS	25850	STANDARD INSURANCE COMPANY
583985	06/26/2019	\$1,320.20	CONTRACT SERVICES	2256	THE SULLIVAN GROUP OF COURT REPORTERS, INC.
583986	06/26/2019	\$500.00	CONTRACT SERVICES	2131	MIGUEL TORRES
583987	06/26/2019	\$3,586.72	UTILITY SERVICES	23610	VERIZON WIRELESS
583988	06/26/2019	\$27.58	TRAINING	1270	ERIC YAN
583989	06/26/2019	\$27.58	TRAINING	75560	KRISTINA ZENDZHIRYAN
583990	06/26/2019	\$27.35	FUEL	2186	ACEGAS LLC
583991	06/26/2019	\$5,696.63	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
583992	06/26/2019	\$7,168.05	CONTRACT SERVICES	17680	ALVARADOSMITH
583993	06/26/2019	\$125.00	REFUND	2476	CHRYSTAL ARCHULETA
583994	06/26/2019	\$475.00	TRAINING	2478	DANIEL ARELLANO
583995	06/26/2019	\$1,955.00	CONTRACT SERVICES	1624	CALIFORNIA PAVING AND GRADING, INC.
583996	06/26/2019	\$125.00	REFUND	2468	MONICA CAUDILLO
583997	06/26/2019	\$1,000.00	SUPPLIES	35660	COSTCO
583998	06/26/2019	\$2,144.67	CONTRACT SERVICES	1760	SCOTT FAZEKAS & ASSOCIATES, INC.
583999	06/26/2019	\$125.00	REFUND	2470	JENNIFER FRAGOSO
584000	06/26/2019	\$267.40	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC/GILLIG
584001	06/26/2019	\$130.00	TRAINING	40130	MICHAEL J. GIRON
584002	06/26/2019	\$451.08	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
584003	06/26/2019	\$40.00	REFUND	2469	IVON HERNANDEZ
584004	06/26/2019	\$40.00	REFUND	2471	VALERIA JIMENEZ
584005	06/26/2019	\$2,488.49	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
584006	06/26/2019	\$1,312.50	DUES	26960	LEAGUE OF CALIFORNIA CITIES
584007	06/26/2019	\$58.00	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
584008	06/26/2019	\$400.00	CONTRACT SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
584009	06/26/2019	\$35.00	REFUND	2472	SAMANTHA MACIEL



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584010	06/26/2019	\$869.27	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
584011	06/26/2019	\$211.26	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
584012	06/26/2019	\$1,732.92	SUPPLIES	15620	OFFICE DEPOT
584013	06/26/2019	\$125.00	REFUND	2477	AMANDA ORELLANO
584014	06/26/2019	\$125.00	REFUND	2482	ARACELI OSEGUERA
584015	06/26/2019	\$1,395.00	REFUND	72850	PHANTOM FIREWORKS
584016	06/26/2019	\$150.00	REFUND	2473	MARIAH SANCHEZ
584017	06/26/2019	\$8,311.50	CONTRACT SERVICES	2361	SIEMENS MOBILITY
584018	06/26/2019	\$125.00	REFUND	2474	BABY THOMAS
584019	06/26/2019	\$10,975.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
584020	06/26/2019	\$3,000.00	CONTRACT SERVICES	217	TRACKIT LLC
584021	06/26/2019	\$6,069.88	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
584022	06/27/2019	\$803.72	SUPPLIES	62880	AMERICAN EMBLEMATIC, LLC
584023	06/27/2019	\$14,587.52	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
584024	06/27/2019	\$1,125.00	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
584025	06/27/2019	\$195.00	CONTRACT SERVICES	983	ABBA TERMITE AND PEST CONTROL, INC.
584026	06/27/2019	\$388.33	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
584027	06/27/2019	\$1,974.11	SUPPLIES	7610	EWING IRRIGATION PRODUCTS, INC.
584028	06/27/2019	\$889.00	CONTRACT SERVICES	2015	LIGHTHOUSE SPORTS CENTER, LLC.
584029	06/27/2019	\$315.00	CONTRACT SERVICES	41180	MANUEL NUNEZ
584030	06/27/2019	\$126.31	SUPPLIES	15620	OFFICE DEPOT
584031	06/27/2019	\$9.00	REFUND	2488	MARTHA QUINTERO
584032	06/27/2019	\$4,170.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
584033	06/27/2019	\$177.00	CONTRACT SERVICES	65000	JOAQUIN B. RENTERIA
584034	06/27/2019	\$70.00	REFUND	2487	ALMA DELIA RODRIGUEZ
584035	06/27/2019	\$9,654.17	CONTRACT SERVICES	2318	PAUL TALBOT
584036	06/27/2019	\$43.20	CONTRACT SERVICES	2365	LETICIA TORRES



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584037	06/27/2019	\$125,716.90	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
584038	06/27/2019	\$475.00	CONTRACT SERVICES	2486	MADISON ARAIZA
584039	06/27/2019	\$26,688.38	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
584040	06/27/2019	\$225.00	PERMITS AND FEES	28120	STATE OF CALIFORNIA
584041	06/27/2019	\$275.00	CONTRACT SERVICES	2484	JEWLIZA CANDIA
584042	06/27/2019	\$682.20	CONTRACT SERVICES	40850	MARIA E. CASAS
584043	06/27/2019	\$67.75	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
584044	06/27/2019	\$3,525.15	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
584045	06/27/2019	\$8,250.00	GRANT WRITING SERVICES-RECREAT	2337	GLOBAL URBAN STRATEGIES, INC.
584046	06/27/2019	\$2,107.02	REIMBURSEMENTS	790	CITY OF MONTEBELLO PETTY CASH
584047	06/27/2019	\$998.78	CONTRACT SERVICES	1950	ANDREW PASMANT
584048	06/27/2019	\$607.64	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584049	06/27/2019	\$500.00	CONTRACT SERVICES	2485	ROSANNE MARIE TORRES
584050	06/27/2019	\$692.72	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP
584051	07/02/2019	\$330.00	CONTRACT SERVICES	11820	ADCO SERVICES, INC.
584052	07/02/2019	\$39,589.00	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
584053	07/02/2019	\$899.95	UNIFORM EXPENSE	2434	ALL AMERICAN BOOT MFG., INC.
584054	07/02/2019	\$2,404.35	CONTRACT SERVICES	40670	ALL CITY MANAGEMENT SERVICES
584055	07/02/2019	\$154.00	CONTRACT SERVICES	1749	AMERICAN EAGLE PROTECTIVE SERVICES, INC.
584056	07/02/2019	\$221.74	SUPPLIES	31270	STARBOARD TACK SUPPLY INC/ASTRO PLUMBING
584057	07/02/2019	\$149.01	SUPPLIES	74990	AUTOZONE, INC
584058	07/02/2019	\$150.25	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
584059	07/02/2019	\$620.72	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
584060	07/02/2019	\$5,623.75	VEHICLE PURCHASES	1101	BLACK AND WHITE EMERGENCY VEHICLES
584061	07/02/2019	\$285.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE
584062	07/02/2019	\$192.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
584063	07/02/2019	\$130.00	TRAINING	1394	RUBEN CASTILLO



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584064	07/02/2019	\$347.87	SUPPLIES	1294	CINTAS CORPORATION NO. 2
584065	07/02/2019	\$673.39	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
584066	07/02/2019	\$17,908.12	BUS RENOVATION	29460	COMPLETE COACH WORKS
584067	07/02/2019	\$4,250.00	CONTRACT SERVICES	2389	THE CARBAJAL GROUP INC.
584068	07/02/2019	\$2,067.81	VEHICLE MAINTENANCE/EXPENSES	1461	CREATIVE BUS SALES, INC.
584069	07/02/2019	\$115.23	CONTRACT SERVICES	26080	L. N. CURTIS & SONS
584070	07/02/2019	\$340.00	CONTRACT SERVICES	19300	CARLOS DIAZ
584071	07/02/2019	\$531.07	SUPPLIES	1844	ESAFETY SUPPLIES, INC.
584072	07/02/2019	\$18,895.89	RADIO EQUIPMENT	807	FOOTHILL COMMUNICATIONS, LLC
584073	07/02/2019	\$2,949.38	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
584074	07/02/2019	\$4,147.90	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
584075	07/02/2019	\$374.64	SUPPLIES	9470	GRAINGER, INC.
584076	07/02/2019	\$7,148.00	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC.
584077	07/02/2019	\$602.15	SUPPLIES	15440	HOSE-MAN, INC.
584078	07/02/2019	\$831.40	CONTRACT SERVICES	16520	I.D.R., INC.
584079	07/02/2019	\$626.05	SUPPLIES	2230	IMPERIAL SPRINKLER SUPPLY INC.
584080	07/02/2019	\$601.21	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
584081	07/02/2019	\$545.13	CONTRACT SERVICES	8130	RICHARD D. JONES, A PROFESSIONAL LAW CORP.
584082	07/02/2019	\$2,233.84	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
584083	07/02/2019	\$12,310.00	WASTE/RECYCLING CONSULTING SR'	19040	MUNICIPAL CONTRACT ADMINISTRATORS, INC
584084	07/02/2019	\$25,441.00	CDBG SERVICES	981	MICHAEL BAKER INTERNATIONAL, INC.
584085	07/02/2019	\$3,534.30	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
584086	07/02/2019	\$5,328.75	VEHICLE PURCHASES	23460	MOTOROLA SOLUTIONS, INC.
584087	07/02/2019	\$284.08	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
584088	07/02/2019	\$1,177.13	MACHINERY & EQUIPMENTS	1845	MYVAR, LLC
584089	07/02/2019	\$10,306.08	BUS STOP CLEANING SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
584090	07/02/2019	\$1,330.00	CONTRACT SERVICES	26370	NAVARRO'S TOWING SERVICE



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584091	07/02/2019	\$5,661.56	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY, LLC
584092	07/02/2019	\$2,407.70	MACHINERY & EQUIPMENTS	15620	OFFICE DEPOT
584093	07/02/2019	\$443.15	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
584094	07/02/2019	\$1,847.81	SUPPLIES	665	POINT EMBLEMS
584095	07/02/2019	\$975.00	CONTRACT SERVICES	2312	PRECISION IRON WORKS
584096	07/02/2019	\$492.20	SUPPLIES	1925	CENTRAL SANITARY SUPPLY
584097	07/02/2019	\$17,160.16	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
584098	07/02/2019	\$395.86	SUPPLIES	45120	ULINE
584099	07/02/2019	\$3,685.00	CONTRACT SERVICES	46590	UNDERWRITERS LABORATORIES INC.
584100	07/02/2019	\$2,080.00	CONTRACT SERVICES	74850	UNIQUE GENERAL SERVICES
584101	07/02/2019	\$1,546.14	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC.
584102	07/02/2019	\$21,646.00	TREE TRIMMING SERVICES	40860	WEST COAST ARBORISTS, INC.
584103	07/02/2019	\$388.94	SUPPLIES	67320	WINZER CORPORATION
584104	07/02/2019	\$1,180.00	CONTRACT SERVICES	328	ANNE L. DONOFRIO
584105	07/02/2019	\$5,994.00	VEHICLE MAINTENANCE/EXPENSES	288	ZEMARC CORPORATION
584106	07/02/2019	\$1,766.00	DUES & SUBSCRIPTIONS	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
584107	07/02/2019	\$250.00	TRAINING	2380	RUTH GARCIA
584108	07/02/2019	\$250.00	TRAINING	2379	ABIGAIL MARIN
584109	07/02/2019	\$260.37	PREMIUM	1990	STANDARD INSURANCE COMPANY
584110	07/02/2019	\$1,153.85	PREMIUM	58990	VISION SERVICE PLAN
584111	07/02/2019	\$636.54	UTILITY SERVICES	1732	AT&T CORP.
584112	07/02/2019	\$459.90	SUPPLIES	24200	AAT, INC.
584113	07/02/2019	\$1,505.63	CONTRACT SERVICES	20350	ALLSTAR FIRE EQUIPMENT INC.
584114	07/02/2019	\$61.32	SUPPLIES	35980	SAEED RADMEHR
584115	07/02/2019	\$27.44	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
584116	07/02/2019	\$21.63	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
584117	07/02/2019	\$1,803.77	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC



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584118	07/02/2019	\$243.60	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
584119	07/02/2019	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
584120	07/02/2019	\$4,998.50	LEASE PAYMENT-RECREATION	74920	EXECUTIVE CAR LEASING COMPANY
584121	07/02/2019	\$47.45	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
584122	07/02/2019	\$556.47	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
584123	07/02/2019	\$225.00	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
584124	07/02/2019	\$1,797.89	LEASE PAYMENT	2405	YALE CHASE EQUIPMENT AND SERVICES , INC.
584125	07/02/2019	\$6,390.10	SUPPLIES	26670	LIFE-ASSIST, INC.
584126	07/02/2019	\$20.53	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
584127	07/02/2019	\$203.94	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
584128	07/02/2019	\$466.62	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
584129	07/02/2019	\$594.64	ADVERTISING/PRINTING SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584130	07/02/2019	\$5,336.10	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584131	07/02/2019	\$5,335.88	PREPAID EXPENSES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584132	07/02/2019	\$73,675.78	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
584133	07/02/2019	\$42.49	SUPPLIES	345	SCHWAAB, INC.
584134	07/02/2019	\$134.58	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
584135	07/02/2019	\$132.98	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
584136	07/02/2019	\$132.98	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
584137	07/02/2019	\$19,428.24	UTILITIES	40520	SOUTHERN CALIFORNIA GAS CO.
584138	07/02/2019	\$142.00	SUPPLIES	1381	STENS SPECIALTY BRANDS LLC
584139	07/02/2019	\$446.76	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA, INC.
584140	07/02/2019	\$5,651.45	METROLINK SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.
584141	07/02/2019	\$628.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES, INC.
584142	07/02/2019	\$589.38	SUPPLIES	13160	WEST-LITE SUPPLY CO.,INC.
584143	07/02/2019	\$125.00	UNIFORM EXPENSE	49660	RUBEN ZABALA
584144	07/02/2019	\$7,096.20	SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO



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584145	07/02/2019	\$5,300.00	DUES & SUBSCRIPTIONS	55	CALIFORNIA CONTRACT CITIES ASSOC.
584146	07/02/2019	\$200.00	TRAVEL & MEETINGS	2380	RUTH GARCIA
584147	07/02/2019	\$26,200.00	DUES	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
584148	07/02/2019	\$3,945.00	TRAINING	16760	LIEBERT CASSIDY WHITMORE
584149	07/02/2019	\$300.00	TRAINING	43100	LUIS LOPEZ, JR.
584150	07/02/2019	\$250.00	TRAINING	2460	MICHELLE MCKEEVER
584151	07/02/2019	\$540.83	PERMITS AND FEES	2491	MOTION PICTURE LICENSING CORPORATION
584152	07/02/2019	\$2,820.38	RETIREMENT	42490	LINDA PAYAN
584153	07/02/2019	\$28,766.28	DUES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
584154	07/02/2019	\$350.00	TRAVEL & MEETINGS	35750	STEPHEN SHARPE
584155	07/02/2019	\$38.32	SUPPLIES	2186	ACEGAS LLC
584156	07/02/2019	\$679.23	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
584157	07/02/2019	\$335.00	CONTRACT SERVICES	45540	BENNY'S OIL FILTER RECYCLING
584158	07/02/2019	\$136.00	CONTRACT SERVICES	31160	BESTWAY LAUNDRY SOLUTION
584159	07/02/2019	\$180.00	CONTRACT SERVICES	21620	BURRO CANYON ENTERPRISES, INC.
584160	07/02/2019	\$488.00	PUBLIC SAFETY	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
584161	07/02/2019	\$22,661.16	CONTRACT SERVICES	52070	TOM CAMACHO
584162	07/02/2019	\$33,405.00	TRANSIT BUS SERVICES	29460	COMPLETE COACH WORKS
584163	07/02/2019	\$105.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
584164	07/02/2019	\$150.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC.
584165	07/02/2019	\$525.23	CONTRACT SERVICES	807	FOOTHILL COMMUNICATIONS, LLC
584166	07/02/2019	\$1,326.00	CONTRACT SERVICES	2407	OSCAR HERNANDEZ PLUMBING
584167	07/02/2019	\$200.00	CONTRACT SERVICES	6140	LOS ANGELES COUNTY+USC MEDICAL CENTER
584168	07/02/2019	\$7,296.75	CONTRACT SERVICES	11070	LPM CONSULTING, INC.
584169	07/02/2019	\$762.00	SUPPLIES	18300	M.C. MIETH MFG., INC.
584170	07/02/2019	\$345.08	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
584171	07/02/2019	\$49.17	PERMITS AND FEES	2491	MOTION PICTURE LICENSING CORPORATION



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584172	07/02/2019	\$35,067.72	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
584173	07/02/2019	\$328.17	SUPPLIES	15620	OFFICE DEPOT
584174	07/02/2019	\$375.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
584175	07/02/2019	\$103.50	SUPPLIES	2198	PATTON SALES CORP
584176	07/02/2019	\$2,047.65	MACHINERY & EQUIPMENTS	538	PCMG, INC.
584177	07/02/2019	\$79.20	SUPPLIES	2408	TEK PAYROLL TIME SYSTEMS, INC.
584178	07/02/2019	\$230.00	ADVERTISING/PRINTING SERVICES	6460	TRANSIT TALENT.COM
584179	07/02/2019	\$250.00	CONTRACT SERVICES	71790	YOLANDA GELLIS/TRUTH BE TOLD POLYGRAPH
584180	07/02/2019	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
584181	07/02/2019	\$416.00	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
584182	07/02/2019	\$2,100.00	CONTRACT SERVICES	9070	ERVIN L. YOUNGBLOOD
584183	07/02/2019	\$4,449.65	CONTRACT SERVICES	26390	APPLE ONE EMPLOYMENT SERVICES
584184	07/02/2019	\$2,439.66	SUPPLIES	614	ARROW INTERNATIONAL, INC.
584185	07/02/2019	\$526.18	CONTRACT SERVICES	36870	CINTAS CORPORATION
584186	07/02/2019	\$3,282.95	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
584187	07/02/2019	\$391.00	SUPPLIES	41130	MIHM INC.
584188	07/02/2019	\$300.00	ADVERTISING/PRINTING SERVICES	2123	ENDEAVOR BUSINESS MEDIA LLC.
584189	07/02/2019	\$791.03	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
584190	07/02/2019	\$304.19	VEHICLE MAINTENANCE/EXPENSES	30190	I.B. AUTO PARTS, INC.
584191	07/02/2019	\$2,493.93	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
584192	07/02/2019	\$673.40	CONTRACT SERVICES	19250	N/S CORPORATION
584193	07/02/2019	\$2,180.25	SUPPLIES	1938	P & R PAPER SUPPLY COMPANY INC.
584194	07/02/2019	\$1,800.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES, INC.
584195	07/02/2019	\$1,091.41	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
584196	07/02/2019	\$1,226.13	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
584197	07/02/2019	\$104,747.54	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
584198	07/02/2019	\$3,196.00	DUES & SUBSCRIPTIONS	48790	AREA E CIVIL DEFENSE & DISASTER BOARD



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584199	07/02/2019	\$49.42	SUPPLIES	31270	STARBOARD TACK SUPPLY INC./ASTRO PLUMBING
584200	07/02/2019	\$8,385.00	GRANT WRITING SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
584201	07/02/2019	\$1,476.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
584202	07/02/2019	\$621.13	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO. INC
584203	07/02/2019	\$1,106.92	TRANSIT BUS RENOVATION	29460	COMPLETE COACH WORKS
584204	07/02/2019	\$17,352.04	TRANSIT BUS RENOVATION	70920	DECALS BY DESIGN, INC.
584205	07/02/2019	\$334.22	CONTRACT SERVICES	25660	E-Z GO DIVISION OF TEXTRON
584206	07/02/2019	\$3,372.60	MACHINERY & EQUIPMENTS	807	FOOTHILL COMMUNICATIONS, LLC
584207	07/02/2019	\$1,423.50	SUPPLIES	55650	GALLS/LONG BEACH UNIFORMS
584208	07/02/2019	\$1,922.10	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
584209	07/02/2019	\$939.77	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT, INC.
584210	07/02/2019	\$126.92	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC.
584211	07/02/2019	\$2,601.73	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
584212	07/02/2019	\$17.26	TRAINING	2435	SHYAMALIE JAGODAGE
584213	07/02/2019	\$6,268.40	UNIFORM EXPENSE	1106	GRP2 UNIFORMS, INC.
584214	07/02/2019	\$21,842.58	TRANSIT BUS TIRE SERVICES	110	MICHELIN NORTH AMERICA, INC
584215	07/02/2019	\$1,812.01	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
584216	07/02/2019	\$440.00	CONTRACT SERVICES	2481	NORTH STAR LAND CARE
584217	07/02/2019	\$37,910.40	METROLINK RAILFEEDER PROGRAM	42180	PCAM, LLC
584218	07/02/2019	\$8,179.80	VEHICLE MAINTENANCE/EXPENSES	2191	PERFORMANCE TRUCK REPAIR INC.
584219	07/02/2019	\$1,116.90	SUPPLIES	161	PREMIERE CUSTOM SILKSCREENING
584220	07/02/2019	\$31,768.66	STREET STRIPING	2382	SAFE USA, INC.
584221	07/02/2019	\$1,276.18	SUPPLIES	1980	SITEONE LANDSCAPE SUPPLY, LLC.
584222	07/02/2019	\$2,379.74	CONTRACT SERVICES	2318	PAUL TALBOT
584223	07/02/2019	\$925.00	CONTRACT SERVICES	71210	STAR-DUST TOURS, INC.
584224	07/02/2019	\$210.00	CONTRACT SERVICES	2328	OSCAR RENE MIRANDA
584225	07/02/2019	\$2,834.16	CONTRACT SERVICES	37	U.S. SECURITY ASSOCIATES, INC.



City of Montebello
Register of Demands No. 1472
From Payment Date: 6/20/19 - To Payment Date: 7/2/19

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
Subtotal		\$1,305,604.11			
6093 - Successor Agency					
1441	06/27/2019	\$3,587.50	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
1442	07/02/2019	\$2,030.00	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
Subtotal		\$5,617.50			
Total		<u><u>\$1,311,221.61</u></u>			

**CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CA 90640**

**JUNE 10, 2019
WEDNESDAY
5:30 P.M.**

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:40.p.m.
2. **ROLL CALL:** Deputy City Clerk Guzman
MEMBERS PRESENT: Melendez, Cobos-Cawthorne Jimenez, Torres, Hadjinian
STAFF PRESENT" City Attorney Alvarez-Glasman, Interim City Manager Talbot
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** Mayor Hadjinian
4. **STUDY SESSION – 2019-2020 BUDGET**

Paul explained that the retirement costs are now in its own category.

Finance Director Mescher explained the process of the budget. It does not approve spending and went through PowerPoint presentation.

Department Heads gave a summary on each of their department budgets.

Maribel Briseno asked about Centennial activities including the budget for the event. Ms. Briseno asked about \$348,000 in outside contracts, including a Fire Department item on page 33. Ms. Briseno asked about the \$256,000 for collections in Finance, and parking citations, stated that she would like to see a parking and bike study done, and asked about bus stop maintenance.

Interim City Manager Talbot stated that there was no budget appropriation for the City's Centennial event.

Rosie Vasquez stated concerns regarding unfunded liability and asked about bond money for the Taylor Ranch, and would like to know the bond balance for that project. Mrs. Vasquez also asked about the Home2 Suites bond money, and asked why Public Works does not get additional money for tree trimming. Mrs. Vasquez also asked about the City's plumbing costs and asked what the City pays for attorneys each year.

Interim City Manager stated that he does not know about attorney costs, and that most plumbing costs are related to sewer issues.

Councilmember Torres asked about current vacancies and asked about the comparison to other cities, and asked about the City's deficit.

Interim City Manager stated that the final budget for approval will be brought back to the June 26, 2019 City Council Meeting.

ADJOURNMENT

Upon motion carried unanimously, Mayor Hadjinian adjourned the meeting at the hour of 8:10 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of June 10, 2019, were approved as written on July 10, 2019.

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:35 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Cobos-Cawthorne, Jimenez, Torres
MEMBERS ABSENT: None.
STAFF PRESENT: Interim City Manager Talbot, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

Edwina Garcia stated the Item No. 5 is no transparent and asked for more information. City Attorney Alvarez-Glasman stated that the issued involves Athens and an RFP for trash services.

Mayor Hadjinian recessed the meeting into Closed Session at the hour of 5:45 p.m. At the hour of 6:45 p.m. Mayor Hadjinian reconvened the meeting.

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
City of Montebello v. All Persons Interested, L.A.S.C. Case No. BC713533

All present, received briefing from City Attorney, no final action, nothing further to report.
5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: E. Unruh v. City of Montebello, Workers Compensation Case No. MNTA-3410

No discussed.
6. **CONFERENCE WITH LABOR NEGOTIATORS**
Government Code section 54957.6
Agency designated representative: Paul L. Talbot, Interim City Manager
Employee organization: Montebello Mid-Management Association, Montebello Police Officers Association, Montebello Police Management Association, Montebello Fire Management Association, Unrepresented Employees

A briefing was provided to Councilmembers, direction provided, no final action, nothing further to report.

REGULAR SESSION

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. PRESENTATIONS

A. OATH OF OFFICE – POLICE DEPARTMENT DISPATCHER

B. RECOGNITION TO JOY (JOE’S ORGANIZATION FOR YOUTH)

9. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

None.

10. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

Interim City Manager asked that Item No. 20 be removed from the agenda. Motion carried.

11. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:

City Attorney Alvarez-Glasman

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

Margot Eiser stated that she was happy that the public was invited to the budget study session on Monday, June 10, 2019.

Brian Ambriz, Community organizer for an environment service program, thanked, Director D. Sosonowski for reserving a meeting room for his group.

Maritza Alvarez, Program Director for the Hispanic Commission on Alcohol and Drug Abuse spoke about the negative impact of drugs on the youth.

Bill Paolisso spoke about personal vehicles being stored on the City streets especially in his neighborhood, including trucks from businesses that are being run out of their homes, such as recycling businesses. There are unkempt properties, including a clothesline at the Kings Motel on Washington Blvd.

Charmetria Marshall, Chet Holifield Library invited all to attend the library’s summer programs, including reading games, movies, books, and the Summer Kickoff events for the family. On Wednesday, June 26, free books will be given out from 2:00 p.m. to 3:30 p.m.

Paul Parzik, Montebello-Commerce YMCA, thanked the City Council for participating in the recent Kids Camp fundraiser.

Yvonne Watson spoke about the air quality in Montebello on June 10, 2019, adding that the air quality was in the red zone. Ms. Watson stated that the SCAQMD will install air quality sensors in Montebello.

Van Ajemian spoke about a sign project to raise money for more projects. Mr. Ajemian was advised to come back at a future date with a presentation for the City Council.

Rosie Vasquez spoke about Taylor Ranch and spoke about CDBG funds that can be used for the Taylor Ranch along with bond money. Mrs. Vasquez asked that another budget session be scheduled.

Jim Flournoy spoke about recycled water for the Taylor Ranch project and stated that common area recycled water not noted in the plan.

Linda Strong spoke about the traffic at Paramount and Neil Armsontrong, and at Vail and the 60 Freeway. Ms. Strong spoke about the need for a traffic study for the Montebello Hills Specific Plan.

Levon Pathero spoke about a meth lab on 4th Street and stated that there may be cameras on the property.

Rosa Tamayo asked that she does not want City staff to translate for her and that she would like an outside interpreter.

13. **APPROVAL OF AGENDA:** Councilmember Torres moved, seconded by Mayor Hadjinian that all items be approved in a single motion with the exception of any item which a member of the public or City Council has requested to speak upon. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS (14-22)

14. **SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS**

This item was continued to the City Council Meeting scheduled for July 10, 2019. Motion carried unanimously.

15. **PUBLIC OUTREACH SALES TAX CONSULTANT**

This item was pulled from the agenda and will come back to an August 2019 City Council meeting. Motion carried unanimously.

16. **CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT AND SET A DATE FOR PUBLIC HEARING**

Councilmember Torres moved, seconded by Mayor Hadjinian, that the City Council:

- 1) Adopt Resolution No. 19-52 approving the Preliminary Engineer's Report for the Natasha Lane Landscape Assessment District No. 2005-01 and set a date for **Public Hearing for 6:30 PM on Wednesday, July 10, 2019 in the City Council Chambers,**
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

17. **CONSIDER APPROVAL OF THE PRELIMINARY ENGINEER'S REPORT FOR THE NATASHA LANE SEWER AND STORM WATER PUMP STATIONS ASSESSMENT DISTRICT AND SET A DATE FOR A PUBLIC HEARING.**

Councilmember Torres moved, seconded by Mayor Hadjinian, that the City Council:

- 1) Adopt Resolution No. 19-53 approving the Preliminary Engineer's Report for the Natasha Lane Sewer and Storm Water Pump Stations Assessment District No. 2005-02 and establish the **Public Hearing for 6:30 PM on July 10, 2019 in the City Council Chambers;**
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

18. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 2978 – ANNUAL TREE MAINTENANCE SERVICES

Councilmember Torres moved, seconded by Mayor Hadjinian, that the City Council:

- 1) Approve the First Amendment to Agreement No. 2978 for Annual Tree Maintenance Services with West Coast Arborists, Inc., including a new fee schedule, and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

19. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO SPECIFYING CERTAIN EMPLOYEE BENEFITS AND EMPLOYMENT CONDITIONS FOR DESIGNATED NON-REPRESENTED EMPLOYEES

Councilmember Torres moved, seconded by Mayor Hadjinian that the City Council:

- (1) Approve Resolution No. 19-54.
- (2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

20. DIRECTOR EMPLOYMENT CONTRACTS

This item was removed from the agenda and not discussed.

21. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED June 12, 2019

Councilmember Torres moved, seconded by Mayor Hadjinian that the City Council:

- (1) Adopt Resolution No. 19-55 approving the Warrant Register dated June 12, 2019; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

22. APPROVAL OF MINUTES – SPECIAL SESSION OF MAY 15, 2019 AND REGULAR SESSION OF MAY 22, 2019

Councilmember Torres moved, seconded by Mayor Hadjinian that the City Council:

- (1) Approve the minutes as written; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

23. PUBLIC ORALS – IF NEEDED

COUNCIL ORALS

24. COUNCILMEMBER COBOS-CAWTHORNE

Town Hall June 25th at the Senior Center
Councilmember Cobos-Cawthorne invited all to attend the Town Hall on June 25, 2019.

25. COUNCILMEMBER JIMENEZ

None.

26. COUNCILMEMBER TORRES

None.

27. MAYOR PRO TEM MELENDEZ

- a. Coyotes
Councilmember Melendez stated that if you see a coyote, do not do anything. Director D. Sosnowski stated that the City's Coyote Plan is on the website. Director Sosonowski was directed to look into the San Gabriel Valley Council of Government's Coyote Task Force.
- b. Art projects/events
Mayor Pro Tem Melendez invited all to attend the Art Walk at Balrog, at 4:00 p.m. on June 15, 2019, and the Open Mic event on June 21, 2019 at Ground Up Coffee, from 7:00 p.m. to 10:00 p.m. Mayor Pro Tem Melendez also invited all to attend the Scleroderma Fundraiser on June 23 at Angry Horse, from 2:00 p.m. to 8:00 p.m., for a donation of \$25. The Farmers Market at City Park will begin on July 11 from 3:00 p.m. to 7:00 p.m. Utility Boxes will also be painted soon.
- c. Jóvenes Inc.
The Jovenes group will focus on homeless college students and will partner them up with other students for support during the school year.

28. MAYOR HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Hadjinian adjourned the meeting at the hour of 8:30 p.m., in memory of Joseph Solano, Los Angeles County Sheriff, who was shot in Alhambra and passed away, and in memory of Betty Hernandez, resident and close family friend to Mayor Pro Tem Melendez, who passed away recently.

Approval of Minutes: Upon motion carried unanimously, the minutes of June 12, 2019, were approved as written on July 10, 2019.

IRMA BARAJAS, City Clerk

NOTES

MINUTES

THE CITY OF MONTEBELLO MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Hadjinian called the meeting to order at the hour of 5:45 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Torres, Cobos-Cawthorne, Melendez, Hadjinian
MEMBERS ABSENT: Jimenez
STAFF PRESENT: Interim City Manager Talbot, Assistant City Attorney MacMillian
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:** Assistant City Attorney MacMillian

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Hadjinian recessed the meeting into Closed Session at the hour of 5:50 p.m. to discuss the following items. Mayor Hadjinian reconvened the meeting at the hour of 6:45 p.m.

CLOSED SESSION

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

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
Government Code Section 54956.9(d)(1)
Name of Case: E. Unruh v. City of Montebello, Workers Compensation Case No. MNTA-3410

Councilmembers received a briefing, no final action, nothing further to report.

5. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
Government Code Section 54956.9(d)(4)
One matter

Direction was given, no final action, nothing further to report.

REGULAR SESSION

6. **INVOCATION**
PLEDGE OF ALLEGIANCE

PRESENTATIONS

- a. **OATH OF OFFICE – NEW COMMISSIONERS**

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

Director D. Sosonowski announced the Concerts in the Park program for the summer, beginning on July 11th at 7:00 p.m. and continuing for six consecutive Thursdays. This year the Farmers Market will begin at 3:00 p.m.

9. CORRECTIONS TO THE AGENDA – INTERIM CITY MANAGER

Interim City Manager announced that there were corrections to the Memorandum of Understanding for the Montebello Police Officers Association, and to the Agreement with Fire Chief Pelaez.

10. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: Assistant City Attorney MacMillian.

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

Jayro Queme spoke about the Montebello Bus Lines' website and the lack of information with regards to real time bus stop locations and maps. Director T. Barrio advised that scheduling software will go into effect in a couple of months.

Yvonne Watson spoke about spoke about air sensors available from the South Coast Air Quality Management District, and stated that they are free for residents and businesses, and stated that it would be nice if the City requested one in order to monitor air quality in the City.

Rosa Tamayo brought her own translator with her, Mr. Ramirez. Ms. Tamayo stated that previous translations have not been translated correctly and asked about the attendance by Mayor Pro Tem Melendez and Councilmember Jimenez at the Naleo Conference.

Lavar Pathero spoke about a drug lab on 4th Street and added that someone cancelled his home phone service without his knowledge.

12. APPROVAL OF AGENDA: Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that all items be approved in a single motion with the exception of Item Nos. 13 and 18. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

NEW BUSINESS

13. REVIEW AND APPROVE THE FY 19-20 OPERATING BUDGET

Interim City Manager Talbot gave a brief summary regarding the approval of the budget.

Councilmember Torres stated support of the budget.

Mayor Pro Tem asked for clarification regarding the structural deficit.

Councilmember Cobos-Cawthorne stated support of the budget.

Mayor Hadjinian stated success with labor groups because of work by associations and the City.

Mayor Pro Tem Melendez moved, seconded by Councilmember Cobos-Cawthorne that the City Council:

(1) Review the attached FY19-20 Operating Budget; and

- (2) Approve Resolution No. 19-56 adopting the Annual Operating Budget; and
- (3) Approve Resolution No. 19-57 establishing the City's Appropriations Limit; and
- (4) Approve Resolution No. 19-58 adopting the Compensation Plan; or
- (5) Take such additional, related, action that may be desirable.

Motion carried unanimously.

14. APPROVE EMPLOYMENT CONTRACT WITH RENE BOBADILLA FOR CITY MANAGER

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) It is recommended that the City Council approve the employment contract, Agreement No 3627 for the position of City Manager.
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

CONSENT MATTERS (15-29)

15. NOTICE OF COMPLETION – BICKNELL PARK BOOSTER PUMP STATION PROJECT (AGREEMENT NO. 3317 FOR C.P. 855, BID NO. 18-1)

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Accept the Bicknell Park Booster Pump Station Project (Agreement No. 3317 for C.P. 855, Bid No. 18-1) as complete and authorize the City Clerk to process the Notice of Completion; and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

16. SIXTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve the Sixth Amendment to the Water Systems Operations Agreement with San Gabriel Valley Water, and authorize the Interim City Manager to execute the Sixth Amendment on behalf of the City
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

17. ADOPT RESOLUTIONS PERTAINING TO TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDS FOR FISCAL YEAR 2020

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve and adopt two (2) resolutions authorizing the Director of Transportation to submit Transportation Development Act (TDA) claim forms for Local Transportation Fund (LTF), Resolution No. 19-60 and State Transit Assistance (STA), Resolution No. 19-59 funds for Fiscal Year 2020; and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

18. DECLARATION OF DIESEL BUSES AS SURPLUS PROPERTY AND AUTHORIZATION FOR THE DONATION THEREOF TO THE ROTARY CLUB OF MONTEBELLO

Jack Gabig, on behalf of members of the Montebello Rotary Association, thanked the City Council for the donation, and stated that the buses will be used to transport students to a sports complex and art center in Rosarito. Mr. Gabig also thanked staff at the Transportation Department for their maintenance on the buses.

Councilmember Cobos-Cawthorne moved, seconded by Mayor Pro Tem Melendez, that the City Council:

- 1) Declare five (5) diesel buses (the “buses”) surplus property, and approve the donation of the buses to the Rotary Club of Montebello (“Rotary Club”) to use for student transportation in the City of Rosarito, Baja California, Mexico.
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

19. ADOPT RESOLUTIONS FOR SUBMISSION OF AN TWO APPLICATIONS UNDER THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Adopt Resolutions approving two applications for state funds from the Prop 68 Statewide Park Development and Community Revitalization Program for Holifield Park, Resolution No. 19-61 and Taylor Ranch Park, Resolution No. 19-62; and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

20. FIRST AMENDMENT TO THE ORIGINAL AGREEMENT NO. 3565 WITH TIERRA WEST ADVISORS, INC. TO PROVIDE CONTRACT PROFESSIONAL SERVICES FOR CANNABIS APPLICATIONS

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) It is recommended that the City Council receive and approve the recommendation from staff to adopt an amendment to the original agreement No. 3565 to increase the amount of \$49,500 to a not to exceed \$75,000 for Contract Professional Services; and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

21. REQUEST TO APPROVE CALPERS RESOLUTIONS FOR PAYING THE VALUE OF THE EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC)

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve the ten (10) CalPERS resolutions for paying the value of the employer paid member contributions (EPMC), effective as of July 1, 2019 as follows:

Resolution No. 19-63 – Executive Management
Resolution No. 19-64 – Montebello City Employees Association
Resolution No. 19-65 – Montebello Firefighters Association
Resolution No. 19-66 – Montebello Fire Management Association
Resolution No. 19-67 – Montebello Mid-Management Association
Resolution No. 19-68 – Montebello Police Management Association
Resolution No. 19-69 – Montebello Police Officers' Association
Resolution No. 19-70 – Montebello Supervisors' Association
Resolution No. 19-71 – Non-Represented Employees
Resolution No. 19-72 – Smart TD; and

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

Motion carried unanimously.

22. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION (MFMA)

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve Resolution No. 19-73 approving Memorandum of Understanding, Agreement No. 3628 with an effective date of June 26, 2019; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

23. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO MID-MANAGEMENT ASSOCIATION (MMA)

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve Resolution No. 19-74 approving the Memorandum of Understanding, Agreement No. 3629 with an effective date of June 26, 2019; and
- 2) Take such additional, related action that may be desirable.

Motion carried unanimously.

24. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION (MPMA)

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve Resolution 19-75 approving the Memorandum of Understanding, Agreement No. 3630 with an effective date of June 26, 2019; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

25. MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS' ASSOCIATION (MPOA)

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve Resolution No. 19-76 approving the Memorandum of Understanding, Agreement No. 3631 with an effective date of June 26, 2019; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

26. EXECUTIVE STAFF AMENDED AND RESTATED EMPLOYMENT CONTRACTS

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) Approve the amended and restated employment contracts for the following positions: Assistant City Manager/Director of Public Works (Danilo Batson), Agreement No. 3633; Director of Transportation (Tom Barrio), Agreement No. 3632; Director of Recreation and Community Services (David Sosnowski), Agreement No. 3639; Director of Planning & Community Development (Manny Mancha), Agreement No. 3636; Director of Finance (Robert Mescher), Agreement No. 3637; Director of Human Resources (Bob Franco), Agreement No. 3634; Police Chief (Brad Keller), Agreement No. 3635; and Fire Chief (Fernando Pelaez) Agreement No. 3638; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

27. APPROVE AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH PAUL TALBOT TO SERVE AS INTERIM CITY MANAGER

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- 1) It is recommended that the City Council approve the employment contract, for the position of Interim City Manager, Agreement No. 3640; and
- 2) Take such additional, related, action that may be desirable.

Motion carried unanimously.

28. MONTHLY INVESTMENT REPORT – MAY 2019

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- (1) Move to approve and file said report; and
- (2) Take such additional, related action that may be desirable

Motion carried unanimously.

29. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED June 26, 2019

Mayor Pro Tem Melendez moved, seconded by Councilmember Torres that the City Council:

- (1) Adopt the Resolution No. 19-77 approving the Warrant Register dated June 26, 2019; and
- (2) Take such additional, related action that may be desirable.

Motion carried unanimously.

30. PUBLIC ORALS – IF NEEDED

None.

COUNCIL ORALS

31. COUNCILMEMBER JIMENEZ

None.

32. COUNCILMEMBER TORRES

a. Equality Conference

Councilmember Torres attended the conference at Schurr High School and spoke about educating the community regarding adversity. Topics discussed at the conference included women and harassment issues, LGBTQ acceptance, diversity in the community and how to have a positive outlook, and hate crimes against minorities.

b. Pick and Stroll with Nationwide Environmental

A member of Nationwide Environmental walks with Councilmember Torres and residents on the first Sunday of the month to remove graffiti. Mr. Torres provides trash grabbers and gloves for participants. The next pick and stroll will take place on July 7, 2019 at Chet Holifield Park and City Park.

c. Coffee with a Councilman featuring small business owners Nathan McKusker, Barney Santos

Councilmember Torres spoke about the two business owner who spoke to residents about what it is to be a small business owner in Montebello.

33. MAYOR PRO TEM MELENDEZ

None.

34. COUNCILMEMBER COBOS-CAWTHORNE

- a. Update on Conferences attended
Councilmember Cobos-Cawthorne spoke about subjects discussed at the League of California Conference such as the City Manager/City Council work relationship, and the sixth councilmember, social media.
- b. Neighborhood Watch Signs & Upcoming Neighborhood Watch Meeting June 27, 2019
Councilmember Cobos-Cawthorne announced the upcoming meeting.
- c. Town Hall Meeting on June 25, 2019
Councilmember Cobos-Cawthorne announced the upcoming meeting.
- d. National Night Out is August 6, 2019
Councilmember Cobos-Cawthorne reminded all to attend National Night Out on August 6, 2019, on Victoria Avenue at 6:00 p.m.

35. MAYOR HADJINIAN

None.

ADJOURNMENT

Upon motion carried unanimously, the meeting was adjourned at the hour of 7:55 p.m. in memory of former Police Department Dispatcher, Lillian Quintana, and in memory of the uncle of Councilmember Cobos-Cawthorne.

Approval of minutes: Upon motion carried unanimously, the minutes of June 26, 2019, were approved as written on July 10, 2019.

IRMA BARAJAS, City Clerk

NOTES