AGENDA

ATTENDANCE  Committee Members: Phillip D. Hawkins __ Arturo Chacon__
Alternate Member: Martha Camacho-Rodriguez__

ALSO PRESENT  Jacqueline Koontz __ Donald Jones__ Joe Walters__
Cecilia Pulido__ Albert Plimpton__ Tammy Hierlihy__
Sharon Kumar__ Erin Maciel__ Andrew Hamilton__
Robert McVicker__ Naja Braddock__ Michael Jea__

*The Central Basin Municipal Water District Engineering & Operations Committee meeting is noticed as a committee meeting for the purpose of compliance with the Brown Act. Three Board members are assigned as members of this Committee and one as an alternate. In order to preserve the function of the committee as advisory to the Board, members of the Board who are not assigned to the Engineering & Operations Committee may attend, but may not participate or vote on matters before the Committee.

COMMUNICATIONS

1. Call To Order.
   - Certification by the Board Secretary to the Committee Members that the Agenda was posted in Accordance with the Brown Act.

2. Public Comment.

3. Items Too Late to Be Agendized: Determine the need to discuss and/or take action on item(s) introduced that came to the attention of the District subsequent to the posting of the agenda.

ACTION CALENDAR

4. Authorization of Budget Increase For Rio Hondo Pump Station Calendar Year 2020 Lease Invoice

   RECOMMENDED MOTION: That the Board authorize a budget increase in the amount of $390,816 to pay invoice no. 802000804 to the City of Whittier for the calendar year 2020 lease expense of the Rio Hondo Pump Station.

INFORMATION CALENDAR FOR DISCUSSION

5. Status Report on Construction of The Montebello Boulevard Recycled Water Pipeline

INFORMATION ITEMS FOR CONSENT CALENDAR

   None.

COMMITTEE ITEMS ONLY

   None.

COMMUNICATIONS

6. General Manager's Comments.
7. Directors’ Comments.

ADJOURNMENT.
Note: At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

Committee Agendas and complete Committee Agenda Packets (including staff reports and exhibits related to each item) are posted on the Central Basin Municipal Water District's ("District") Internet Web Site (www.centralbasin.org). These are also available for public review prior to a meeting in the Board Secretary's Office. Any public writings distributed to at least a majority of the Board regarding any items on this regular meeting Committee agenda will also be made available at the Board Secretary's Office at the District's headquarters located at 6252 Telegraph Road, Commerce, California, 90040-2512 – during normal business hours. In addition, the District may also post such documents on the District's Web Site at www.centralbasin.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the Board Secretary's Office at (323) 201-5527 at least 48 hours prior to the meeting.
ACTION CALENDAR

AUTHORIZED BUDGET INCREASE FOR RIO HONDO PUMP STATION
CALENDAR YEAR 2020 LEASE INVOICE

SUMMARY:

On December 14, 1992 Central Basin Municipal Water District (District) entered into a lease and agreement with the City of Whittier to lease approximately 4.4 acres of land for the District’s construction, reconstruction, operation of water pumps, water storage facilities, and appurtenances. This agreement between the District and the City of Whittier, which is attached as Exhibit “B” to this memo, identifies the rate which the City of Whittier can charge the District. Specifically, the yearly cost of the lease is specified as 8% of the total value of the land, with some minor adjustments. The agreement states that an appraisal adjustment must be performed every five years by a mutually agreed upon assessor.

In February 2019, per the agreement with the City of Whittier, an appraisal was performed. This dramatically increased the land value, and therefore dramatically increased the lease amount for CBMWD. On February 20, 2020, staff at CBMWD received an invoice collectible No. 802000804 (Exhibit “A”) from the City of Whittier for the amount of $390,816.

The District has not paid more than $103,356.00 for this lease agreement in the past few years. In the previous fiscal year, The Water Replenishment District was performing construction at the Albert Robles Center. The District was able to sub lease a portion of the property. WRD completed construction in December 2019.

PROCUREMENT PROCESS:

Not applicable.

FISCAL IMPACTS:

Funding for the annual payment to the City of Whittier is included in the budget for Engineering and Operations for each fiscal year. Funding for annual lease payments for fiscal year 2019-2020 was included in the approved Engineering and Operations Budget. The budget did not include the full lease cost as it was assumed that revenues from use of the property would offset the lease cost.

Considering the substantial unanticipated increase in the land value following the 2019 appraisal and lack of revenues from the property, additional funding in the amount of $390,816 will come from District Reserves.
CBMWD Board Memorandum
March 23, 2020

ENVIRONMENTAL COMPLIANCE:

Not applicable.

COMMITTEE STATUS:

This item will be reviewed by the Engineering & Operations Committee on March, 11, 2020.

RECOMMENDED MOTION:

That the Board authorize a budget increase in the amount of $390,816 to pay invoice collectible No. 802000804 to the City of Whittier for the calendar year 2020 lease expense of the Rio Hondo Pump Station.

EXHIBITS:

Exhibit “A” – Rio Hondo Pump Station Lease Invoice - Calendar Year 2020
Exhibit “B” – Whittier Lease Agreement Rio Hondo Pump Station

Y:\centralbasinboard\cbmwdmemos\2020\20mar008
City of Whittier
Revenue Management
Attn: Accounts Receivable
13230 Penn Street
Whittier, California 90602
Phone (562) 567-9826
Fax (562) 567-2873

Customer Number: 000000399

CENTRAL BASIN MUNICIPAL WATER DISTR
ATTN: JACQUELINE KOONTZ
6252 TELEGRAPH ROAD
COMMERCE, CA 90040

INVOICE: 8020000804
Date: Feb 13, 2020

Service: MISCELLANEOUS
Customer PO: 
Customer Ph: 323-201-5500x
Terms: NET 30

Due Date: Mar 14, 2020

Service Address:

CENTRAL BASIN MUNICIPAL WATER DISTR
ATTN: JACQUELINE KOONTZ
6252 TELEGRAPH ROAD
COMMERCE, CA 90040

<table>
<thead>
<tr>
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<th>Unit Price</th>
<th>Total Price</th>
<th>Tax</th>
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<td>390,816.00</td>
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Please remit payment with the top portion of this invoice and include invoice number on check.

If payment is received after due date, late payment penalty and interest charges will be assessed as follows:

Over 30 days past due
Penalty – 10%
Interest – 9% per year

Over 60 days past due
Penalty – 25%
Interest – 9% per year

THIS INVOICE IS NOW DUE & PAYABLE

<table>
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<tr>
<th>Total Charges:</th>
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<td>Adjustments:</td>
<td>0.00</td>
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<tr>
<td>Total Due:</td>
<td>390,816.00</td>
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</table>
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Revenue Management  
Attn: Accounts Receivable  
13230 Penn Street  
Whittier, California 90602  
Phone (562) 567-9826  
Fax (562) 567-2873

**Customer Number:** 0000000399  
CENTRAL BASIN MUNICIPAL WATER DISTRICT  
ATTN: JACQUELINE KOONTZ  
6252 TELEGRAPH ROAD  
COMMERCE, CA 90040

**INVOICE:** 8020000804  
**Date:** Feb 13, 2020  
**Service:** MISCELLANEOUS  
**Customer PO:**  
**Customer Ph:** 323-201-5500x  
**Terms:** NET 30  
**Due Date:** Mar 14, 2020  
**Service Address:**  
CENTRAL BASIN MUNICIPAL WATER DISTRICT  
ATTN: JACQUELINE KOONTZ  
6252 TELEGRAPH ROAD  
COMMERCE, CA 90040

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<td>N</td>
</tr>
</tbody>
</table>

**Total Charges:** 390,816.00  
**Total Tax:** 0.00  
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**Payments:** 0.00  
**Adjustments:** 0.00  
**Total Due:** 390,816.00

**Please remit payment with the top portion of this invoice and include invoice number on check**  
If payment is received after due date, late payment penalty and interest charges will be assessed as follows:

- Over 30 days past due  
  Penalty – 10%  
  Interest – 9% per year

- Over 60 days past due  
  Penalty – 25%  
  Interest – 9% per year

THIS INVOICE IS NOW DUE & PAYABLE
MEMORANDUM

Date: February 10, 2020
To: Monica Lo, Director of Administrative Services
From: Kyle Cason, Director of Public Works
Subject: CBMWD Agreement #A93-178 - 2020 Billing

Reclaimed Water Pumping Plant Site

- Based on the 2019 appraisal by The Bronstein Company, Inc., the appraised value for the 3.97 acres of the Reclaimed Water Pumping site is $4,850,000.

- Per lease agreement, the lease rent for January - December 2020 is:
  
  $4,850,000 Appraisal Amount
  - $130,000 Remediation Cost
  $4,720,000 × 8% Appraisal Adjustment = $377,600 Base Rent

Current Year CPI Index# (Nov. 2019): 268.041
Base Year CPI Index # (Nov. 2018): 259.064

CPI increase 100 x (268.041-259.064)/259.064 = 3.5%
Increase amount: $377,600 x 3.5% = $13,216
Adjusted Annual Rent: $377,600 + $13,216 = $390,816

Please prepare the annual invoice for $390,816 and attach a copy of this memorandum to the invoice for the Lessee’s information.

cc: Alice Hui, Administrative Services
   Lease Agreement File

420.30.341.841 482200
### CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE

**NOVEMBER 2019**

*(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)*

#### All Urban Consumers (CPI-U)

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<th>MONTHLY DATA</th>
<th>Indexes</th>
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<td>273.128</td>
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<td>West – Size Class A</td>
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<td>West – Size Class B/C</td>
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<td>Mountain</td>
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<td>268.560</td>
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#### BI-MONTHLY DATA

*(Published for odd months)*

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#### BI-MONTHLY DATA

*(Published for even months)*

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<tr>
<td>Phoenix-Mesa-Scottsdale, AZ</td>
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<tr>
<td>San Francisco-Oakland-Hayward, CA</td>
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<td>Seattle-Tacoma-Bellevue, WA</td>
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<tr>
<td>Urban Alaska</td>
<td>228.170</td>
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</table>

1 Population over 2,500,000  2 Population 2,500,000 and under, Dec 1996 = 100  3 Dec 2017=100  4 Dec 2001


1967=100 base year indexes and historical tables including semiannual and annual average data are available at: [www.bls.gov/regions/west/data/cpi_tables.pdf](http://www.bls.gov/regions/west/data/cpi_tables.pdf)

Release date December 11, 2019. The next release date is scheduled for January 14, 2020. For questions, please contact us at BLSinfoSF@bls.gov or (415) 625-2270.
LEASE AND AGREEMENT  
Rio Hondo Main Pump Station

As of December 14, 1992, the CITY OF WHITTIER, hereinafter "Lessor", and CENTRAL BASIN MUNICIPAL WATER DISTRICT, hereinafter "Lessee", agree as follows:

Section 1. Leasehold Premises
Lessor hereby leases to Lessee and Lessee hereby hires and takes of and from Lessor those certain demised premises located in the County of Los Angeles, State of California, consisting of the parcel of unimproved land more particularly described in Exhibit "A" attached hereto and hereby incorporated by reference.

Section 2. Term
(a) This lease shall commence on the date written first above and terminate fifty-five (55) years thereafter.

(b) Lessee shall not be obligated to pay rent or perform any other acts under the terms of this Lease until possession of the premises is tendered to Lessee. If Lessor has not delivered possession of the premises within sixty (60) days from the commencement date, Lessee may cancel this Lease.

(c) If Lessee occupies the premises prior to said commencement date, such occupancy shall not advance the termination date, and Lessee shall pay rent for such period at the initial rates set forth below.
Section 3. **Consideration**

Lessee shall pay to Lessor as Base Rent for the premises, without any offset or deduction, on December 14 of each year following the commencement date of the term thereof, annual rent of One Hundred Forty-Two Thousand Eight Hundred and Eighty-Nine Dollars ($142,889.00) subject to adjustments as follows:

(a) **Initial C.P.I. Adjustment:** As of the first day of the third lease year (hereinafter "adjustment date"), the Base Rent shall be changed to reflect any change in the cost of living during the period from the date of this Lease until adjustment date based on the Consumer Price Index Los Angeles-Anaheim-Riverside (1882-84 = 100) All Items (hereinafter "the Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The Index number for the month immediately preceding adjustment date shall be the current Index number and the Index number for the month of January 1993 shall be the base Index number. The base Index number shall be subtracted from the current Index number and the result obtained shall be converted to a percentage of the base Index number. The Base Rent shall then be changed by such percentage and the result so obtained shall be the Base Rent of the premises as of adjustment date.

Lessee shall pay the Base Rent in effect for the expiring period until notified by Lessor of any increase or decrease in the Base Rent. Such notification shall include a memorandum showing the calculations used by Lessor in determining the new Base Rent. On the first day of the calendar month immediately succeeding receipt by Lessee of such notice, Lessee shall pay to Lessor the excess of the required annual rental specified in the notice over the amount actually paid by Lessee. If publication of the Index shall be discontinued, the most comparable Index published by any branch or department of the United States Government shall be substituted and such adjustments in the method of computations shall be made as may be necessary to carry out the intent of this cost-of-living provision.

(b) **Appraisal Adjustment:** On the first five-year anniversary and each five-year anniversary thereafter, the fair market value of the land in an unimproved condition less $130,000 remediation costs for replacement of unsuitable fill materials previously imported by the Lessor shall be appraised by an M.A.I. appraiser or other qualified appraiser of equivalent experience and
expertise jointly agreed-upon by Lessor and Lessee. The cost of the appraisal shall be borne equally by both Lessor and Lessee. The base rent for each five year anniversary shall be established by multiplying the then appraised value by eight percent (8%).

(c) **Subsequent C.P.I. Adjustments:** The base rent shall be adjusted annually by the C.P.I. as set forth above for year after the fifth year, except for a year that is subject to an appraisal adjustment.

Section 4. **Use of Premises**
The demised premises and any appurtenances shall be used for the construction, reconstruction, operation and maintenance of water pumps, water storage facilities, and appurtenances substantially as shown in Exhibit A and for no other use unless approved in writing by Lessor.

Section 5. **Nuisance or Unlawful Uses**
Lessees shall not commit, or allow others to commit, any waste on the premises, or nuisance, nor shall it use or allow the premises to be used in violation of applicable Federal, State, County and/or City laws, ordinances or regulations.

Section 6. **Holdover and Surrender**
(a) Lessee shall, at the termination of this Lease, vacate the demised premises in as good a condition as they were at the time of entry thereon by Lessee, except for the reasonable use and wear thereof, acts of God, or damage by casualty beyond the control of Lessee. Upon vacating, Lessee shall leave the premises free and clear of all rubbish and debris.

(b) If the Lessee holds over beyond the end of the term herein with the consent, express or implied of Lessor, such tenancy shall be from month to month subject to the terms and conditions of this Lease, but shall not be a renewal, and the rent to be paid shall be at the price prevailing under the terms of this Lease at the time of the holdover.
Section 7. **Fixtures and Improvements**

(a) Lessee shall remove leasehold improvements, during or at the expiration or other termination of the term of this Lease, or any extension or holdover period thereof at its sole and exclusive cost and expense unless otherwise mutually agreed upon between the parties.

(b) Lessee has submitted a plan for the installation of improvements to the Lessor. Lessee may construct such improvements without first obtaining the written consent of the Lessor. Lessee shall submit to Lessor written plans for any other improvement to the premises. Lessee shall not construct subsequent improvements without first having obtained the written consent of the Lessor, which consent shall not be unreasonably withheld.

(c) Lessee will not construct or place or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without Lessor's prior written consent. Lessee further agrees to remove signs, displays, advertisements or decorations it has placed or permitted to be placed, on the premises, which, in Lessor's opinion are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements or decorations within thirty (30) days after having received written notice to remove the same from Lessor, Lessor may re-enter the premises and remove them at Lessee's expense.

Section 8. **Inspection and Maintenance**

(a) Lessee shall keep in good repair and maintain at Lessee's expense the demised premises including any improvements thereon.

(b) Lessor reserves the right to enter on and inspect the premises at reasonable times for the purpose of ensuring compliance with the terms of this Agreement.

(c) If the Lessee shall fail, neglect, or refuse to commence the repair or maintenance work required herein within thirty (30) days after written notice has been served by Lessor, or if Lessee fails, neglects or refuses to pursue the repair or maintenance work with reasonable diligence to completion, Lessor may, at its sole option, perform or cause to be performed such repair or maintenance work and add the reasonable costs thereof to the installments of
rent next due as a charge to Lessor. Lessor may in connection with such repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment without any reduction of Lessee's rent of the premises during such period, and without incurring liability to Lessee for disturbances or quiet enjoyment of the premises during such period or loss of occupancy.

(d) Lessor shall provide Lessee with reasonable prior notice of Lessor's intent to make such inspection and/or repairs so that the parties may coordinate such efforts in such a way as to minimize or eliminate, if possible, any disruption of Lessee's operations.

Section 9. Utilities
Lessee shall pay for the furnishing of all gas, water, electricity, telephone service, and waste system or sewer service which may be used in or upon the demised premises during the term of this Lease, or any extension or holdover period, provided, Lessee is not obligated to obtain such services.

Section 10. Real Property Taxes
Lessor shall pay taxes, assessments, fees or charges applicable to the premises, to this Lease or to Lessee's interest under this Lease except that Lessor shall not be liable for such charges which are directly attributable to Lessee's construction of Lessee's facilities.

Section 11. Indemnification
Lessee hereby agrees to same and hold Lessor, its officers, agents, and employees, free and harmless from any and all liability, costs or damages, including attorney's fees, arising out of any act or omission to act, including any negligent act or omission to act, by Lessee, its officers, agents, or employees arising out of or in any way connected with Lessee's use or occupancy of the demised premises.

Section 12. Insurance
(a) Lessee shall procure and maintain in force during the term of this Lease, and any extension thereof, at its expense, general public liability insurance to protect against liability for damages through the public use of or arising out of accidents occurring in or around the demised premises, in a minimum amount for bodily injury of $1,000,000 for each occurrence and in a minimum amount for property damage of $100,000 for each occurrence or in such added amount as may be reasonably determined from time to time by Lessor.

(b) Lessee agrees to procure and maintain in force during the term of this Lease, and any extension thereof, at its expense, fire and extended coverage insurance to protect against whole or partial destruction of the premises by any casualty in the amount of replacement value of the premises as determined annually.

(c) The insurance policies described in this section shall name Lessor as an additional named insured. Lessee shall deliver properly executed certificates of such insurance to Lessor. Lessee shall require the insurer to notify Lessor in writing at least thirty (30) days prior to the cancellation, modification or refusal to renew any such policy. If such insurance policies are not kept in force during the entire term of this Lease, and any extensions thereof, Lessor may procure the necessary insurance, pay the premium thereof and the total cost of such insurance shall be paid to Lessor as an additional rent installment for the period following the date on which such premiums are paid.

Section 13. Assignment
Lessee shall not assign this Lease or sublease the demised premises, or any right or privilege connected therewith, without having first obtained Lessor's written consent. One consent by Lessor shall not be a consent to a subsequent assignment or sublease. Lessee's unauthorized assignment or sublease shall be void and shall terminate this Lease at Lessor's option. Lessee's interest in this Lease is not assignable by operation of law.

Section 14. Amendment
This lease may be amended by the mutual agreement of the parties.
Section 15. **Reduction in Size of Premises**

If the parties determine that a portion of the premises is not necessary to the Lessee's operations and the Lessor has a need for that portion of the premises, Lessor may terminate this agreement as to the unnecessary portion by:

(a) Paying to Lessee the prorata share of the total of the rent previously paid to Lessor by Lessee together with interest at eight percent (8%) per annum for the period of time between the date of payment and the date of commencement.

(b) The prorata share is determined by dividing the area of the terminated premises by the area of the original premises and multiplying the result times the accumulated paid rent plus interest at eight percent (8%) per annum on the amounts paid.

Section 16. **Title**

Lessor warrants and guarantees that it holds title to the premises in fee simple and that there are no encumbrances including but not limited to recorded and unrecorded easements.

Section 17. **Attorney's Fees**

The prevailing party shall recover reasonable attorney's fees in the event litigation is necessary to enforce the provisions of this Lease and Agreement.

Section 18. **Warranties**

If any of the items required to be maintained and repaired by Lessee under the provisions herein are protected by warranties or guaranties, Lessee shall be entitled to the full benefit of such protection as if it were the original purchaser thereof.

Section 19. **Notices**
Notices given pursuant to the provisions of this Lease, or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid, addressed to such person. Lessor's and Lessee's addresses for this purpose shall be:

**Lessor:**
The City of Whittier  
13230 East Penn Street  
Whittier, CA 90602  
Attention: City Manager

**Lessee:**
Central Basin Municipal Water District  
17140 South Avalon Boulevard, Suite 210  
Carson, CA 90746-1218  
Attention: General Manager

**Section 20. Waiver**
Lessor's waiver of breach of any term, covenant or condition of this Lease is not a waiver of breach of others nor of subsequent breach of that waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except to the extent that such installment or installments are accepted.
Section 21. Inurement
This Lease and its terms, covenants and conditions apply to and are binding upon and inure to the heirs, successors, executors, administrators and assigns of the parties hereto.

Section 22. Time of Essence
Time is of the essence herein.

THE PARTIES HAVE CAUSED THIS LEASE AND AGREEMENT TO BE EXECUTED AS OF THE DATE WRITTEN FIRST ABOVE.

LESSEE

LENDER

Executed By:

Executed By:

CENTRAL BASIN MUNICIPAL WATER DISTRICT

THE CITY OF WHITTIER

By Virginia L. Holton By [Signature]
For Richard W. Atwater General Manager

Attested By:

[Signature]
Secretary

APPROVED AS TO FORM BY

[Signature]

Land25.Rto
03/26/93
EXHIBIT A
Leased Property

Land25.Rio
03/26/93

SITE PLAN
INFORMATION CALENDAR

STATUS REPORT ON CONSTRUCTION OF THE
MONTEBELLO BOULEVARD RECYCLED WATER PIPELINE

SUMMARY:
This item is a status report on the Montebello Boulevard Recycled Water Pipeline. The 16-inch PVC pipeline is being constructed to serve the proposed Montebello Hills Specific Plan Project (Montebello Hills Housing Development Site) which is a 488-acre future residential living development of approximately 1,200 dwelling units to be located in the City of Montebello. The pipeline will extend from the District’s existing 30-inch pipeline within Lincoln Avenue and head north approximately 2,600 linear feet within Montebello Boulevard to the project area.

The total permanent irrigated area within the Montebello Hills development will use approximately 240 AF per year for a proposed park, landscaped slopes, recreation facilities, greenbelts and parkways. District staff obtained written approval of recycled water supply from the Sanitation Districts of Los Angeles County (LACSD) in December 2018. The developer’s mass grading operations to prepare the development sites will temporarily require more recycled water beyond the approved 240 AF per year. Staff has communicated the need for additional temporary grading water to LACSD.

At the District’s October 3, 2019, Special Board Meeting, an agreement between the District and Sentinel Peak Resources California (SPRC) regarding the construction of the Montebello Boulevard 16-inch pipeline, onsite distribution system, and the permanent recycled water pump station was approved. Summarizing the agreement, SPRC will construct all facilities, and are not required to pay more than $1 million for the pump station or $700,000 for the 16-inch pipeline, including design and construction of each. Staff anticipates the cost of each facility will not exceed these maximum amounts. This item is focused on the construction of the 16-inch Montebello Boulevard supply pipeline.

Toll Brothers, an agent for SPRC, is constructing all pipelines and the permanent pump station on behalf of the District. West Yost, the pipeline and pump station designer is managing the construction for Toll Brothers and the District. Only the 16-inch supply pipeline is being constructed at this time. The District has brought on Tetra Tech via their on-call Engineering Contract to conduct construction inspection for the pipeline construction. The scope of work for Tetra Tech is attached to this memo as Exhibit “A”.

Coordination with Montebello Boulevard Street Reconstruction

The City of Montebello is reconstructing Montebello Boulevard to accommodate the Montebello Hills development. To expedite the recycled water pipeline construction in order to install it before the street is completed, Toll Brothers is contracting directly with the city’s street contractor,
Sequel Contractors, Inc., to construct the pipeline. Once the street work is completed, the city expects to impose a moratorium on any underground construction that would disturb the new asphalt. Staff has been working closely with the City to ensure all parties are kept informed of the status of the pipeline work. Construction of the District’s 16-inch Montebello Boulevard pipeline is expected to commence by mid to late January 2020.

Pipeline Use During Grading Operations

The northern end of the 16-inch Montebello Boulevard pipeline will terminate just inside the development site, adjacent to the future booster pump station to be constructed in the future by Toll Brothers. Toll Brothers will connect a temporary construction water pump station at this location to provide grading water to the development. Onsite recycled water use for grading using the temporary pump station, which will be installed, operated and removed by the developer, is currently scheduled by the developer for Spring 2020. District staff is currently working with Toll Brothers and the Los Angeles County Department of Public Health to obtain approval for onsite use of recycled water for construction purposes.

Construction Progress

In early February 2020, CBMWD staff had a pre-construction meeting with Toll Brothers, Tetra Tech, and The City of Montebello and the contractor, Sequel.

Trenches have are being dug for the 16" Pipeline in Montebello Blvd. and pipe is being put in the ground. Construction has been proceeding smoothly with minor field changes that are being handled by the contractor, design engineer and District staff. CBMWD staff are in the process of reviewing the final plans from West Yost for the backbone pipeline, as well as the initial plans for the pump station.

PROCUREMENT PROCESS:

On January 23, 2017, the Board approved an agreement with Tetra Tech to provide “On-Call as Needed Engineering Design and Technical Services" for various recycled water projects for an amount not-to-exceed $150,000, following a competitive proposal process using District RFP No. 165. In June 2019, the term of that agreement was extended from June 30, 2019, to June 30, 2020, following District policy and procedures.

During construction, the District will provide inspection of the pipeline to ensure it is constructed according to the project plans and specifications and that it meets District standards. Inspection services will be provided by Tetra Tech, a professional engineering firm, which provides on-call services, like inspection, to augment District staff. Tetra Tech inspections are estimated to cost under $18,000.

Tetra Tech has assigned one of its staff inspectors, to inspect the Montebello pipeline project during construction. On December 11, 2019, District staff met with Tetra Tech, West Yost, and the District’s operations contractor Inframark to coordinate the District’s oversight of the pipeline construction project. Inframark will make operational changes (opening/closing valves) as
needed to accommodate the pipeline construction. Another pre-construction meeting between the District, Tetra Tech, Inframark, Toll Brothers, and Sequel will take place mid to late January. No additional procurement of services to support the pipeline construction is anticipated at this time.

FISCAL IMPACTS:

Design, partial environmental compliance, and construction of this project is funded by Toll Brothers.

Table 1: Montebello Hills Project Proposed Cost Allocation

<table>
<thead>
<tr>
<th>Acre Feet Per Year = 240 (Permanent) + 206 (Temporary)</th>
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<tbody>
<tr>
<td><strong>Item</strong></td>
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<td>------------------------------------------------------</td>
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<tr>
<td><strong>Offsite/Public Right-Of-Way Work</strong></td>
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</tbody>
</table>
| Design: 16-inch Recycled Water Pipeline  
(Lincoln Avenue to Jefferson Boulevard in Montebello Boulevard) | $0 | 100% |
| Environmental Compliance (CEQA): 16-inch  
Recycled Water Pipeline & Pump Station  
(Lincoln Avenue to Jefferson Boulevard in Montebello Boulevard) | $74,634 | $0 |
| Construction: 16-inch Recycled Water Pipeline  
(Lincoln Avenue to Jefferson Boulevard in Montebello Boulevard) | $0 | <$700,000 |
| **Onsite Work** | |
| Design & Construction: Pump Station East of  
Montebello Boulevard at Jefferson Boulevard | $0 | <$1,000,000 |
| Environmental Compliance (CEQA): Pump  
Station East of Montebello Boulevard at  
Jefferson Boulevard Land Use | $0 | 100% |
| Negotiations with State Fish and Wildlife for  
onsite pump station locations & land use | 0% | 100% |
| Design & Construction: Onsite Potable Water &  
Recycled Water Pipelines | $0 | 100% |
| Incremental Oversize (Alternate Design) in case  
Recycled Water Available | $0 | $151,084 |
| Construction Inspection (Approx. 5%) | $18,000 | $0 |
| Total CBMWD Cost | $92,634 | |
Proposed District funding from Table 1 will be from District reserves. Rincon the District’s consultant and Sequel, Montebello’s contractor provided the above estimates for the supply pipeline construction and CEQA compliance to the District. Tetra Tech provided estimated costs for construction inspection. This does not include District staffing costs.

Considering assumptions per recent discussions with Toll Brothers, the potential gross revenue to be generated via recycled water sales (240 AFY-446 AFY) is estimated to be approximately $174,960 - $325,134 per year based on the current recycled water rate.

These numbers place the payback period for the District within the first year when only considering the permanent irrigation supply of 240 AFY based on costs in Table 1. Increasing deliveries temporarily to 446 AFY will shorten the payback even more.

**ENVIRONMENTAL COMPLIANCE:**

Toll Brothers will complete the Fish and Wildlife Mitigation Negotiation. CEQA compliance for the recycled water pipeline and pump station was completed by the District.

**COMMITTEE STATUS:**

This item will be reviewed by the Engineering & Operations Committee on March 11, 2020.

**RECOMMENDED MOTION:**

This item is for information only.

**EXHIBITS:**

Exhibit “A” – Scope of Work Tetra Tech

Y:\centralbasinboard\cbmwddemos\2020\20mar009
Montebello Hills Recycled Water Pipeline and Pump Station Construction Inspection Services Scope of Work

**Project Objective**

This project is related to the proposed Montebello Hills Specific Plan Project (Montebello Hills Site) which is a 488 acre future residential living development of approximately 1,200 dwelling units to be located in the City of Montebello. The developers for the Montebello Hills Site, SENTINEL PEAK/TOLL BROTHERS, approached the District about constructing a recycled water pipeline and pump station to serve the site. Recycled water will be used for construction purposes, dust control, and irrigation of landscaped areas onsite.

The 16” pipeline will extend from the District’s existing recycled water distribution system within Lincoln Avenue and head north approximately 2,600± linear feet within Montebello Boulevard to the project area. The 16” supply pipeline will connect to an onsite booster pump station that will push recycled water through an onsite distribution system for the development.

The total permanent irrigated area within the Montebello Hills Site will use approximately 240 AF per year for a proposed park, landscaped slopes, recreation facilities, greenbelts and parkways. Dust control and grading for development of the Montebello Hills Site will require much more than 240 AF per year. However, due to unrelated environmental issues currently restricting recycled water supplies from the Sanitation Districts of Los Angeles County (LACSD), District staff will only be supplying an additional 206 AFY temporarily for dust control and grading until current recycled water supply restrictions are lifted.

The project objectives include the implementation of:

- 2,600± linear feet of 16-inch diameter recycled water supply pipeline within Montebello Boulevard from the intersection of Lincoln Avenue to the intersection of Jefferson Boulevard in the City of Montebello. Construction for the 16-inch recycled water supply pipeline is expected to begin mid-November 2019, and should be completed within 30 working days.
- 7,000± linear feet of varying diameter internal recycled water distribution pipelines within the Montebello Hills Specific Plan housing development is currently under design. Start of construction and number of days to complete the work is to be determined.
- Onsite booster pump station connecting the 16” recycled water supply pipeline and the onsite distribution system of varying diameter is currently under design. Construction for
the pump station is expected to begin January 2020, and should be completed within 6 months.

CBMWD will be the owner of all pipelines and the booster pump station after construction is complete, and approved by CBWMD. SENTINEL PEAK/TOLL BROTHERS will be responsible for the cost & construction of the pipelines and booster pump station.

**Consultant Scope of Work**

CBMWD is looking for professional construction inspection services for the 16” recycled water pipeline construction only. The project designer, West Yost and Associates (WEST YOST), for this project is contracted by the Montebello Hills development developer, SENTINEL PEAK/TOLL BROTHERS. WEST YOST will be handling Engineering Services for this project. CBMWD will need the consultant to coordinate and communicate on a regular basis with WEST YOST throughout construction. The portion of WEST YOST’s scope of work for Engineering Services is attached to this scope of work as a reference.

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**Task 1. Project Management**

**Task 1.1: Administration**

Consultant will engage with WEST YOST and onsite contractors to document and report project progress. CONSULTANT will be responsible for the facilitation of meetings and coordination with other parties (e.g. CBMWD, CONSULTANT, WEST YOST) and the preparation of meeting minutes.

**Deliverables:**

- **Pre-Construction Kick-off meeting:** coordination, agenda, meeting minutes with involved parties (before the start of the project)
- **Regular Weekly Progress Meetings CBMWD offices:** coordination, agenda, meeting minutes with involved parties (before the start of the project)
Task 2. Inspection Services during Construction

Task 2.1: Inspections

CONSULTANT will be the lead inspector of the construction for the project and will conduct visual inspections of the installation of the 16” recycled water pipeline to ensure conformance to CBMWD, City of Montebello, or any other governing agency standards and specifications that pertain to the 16” pipeline. At this time, construction inspection of only the 16” pipeline is needed. If at any point the construction does not follow standards and specifications, CONSULTANT will immediately notify CBMWD and WEST YOST and will provide a report of the discrepancy. Consultant will compile and gather documents from WEST YOST (i.e. construction schedules, compaction testing reports, pressure testing reports, etc) to include with Daily Inspection Reports.

**Deliverables:**
- Daily Inspection Report
- Discrepancies Report

Task 2.2: Construction Management

TOLL BROTHER’s design engineers, WEST YOST, will manage the construction of the project. Being the main designer, WEST YOST will also address technical concerns, issues, and coordinate with the construction team. CBMWD will need the consultant to coordinate and communicate on a regular basis with WEST YOST throughout construction.

Task 2.3: CEQA Compliance

SENTINEL PEAK/TOLL BROTHER’s is required to follow and uphold the mitigation measures within the Mitigation Monitoring and Reporting Plan (MMRP) developed by Rincon Consulting for the 16” pipeline and booster pump station construction. At this time, only CEQA compliance for the 16” pipeline construction is needed. CBMWD’s MMRP is attached to this scope of work for reference. The CONSULTANT will supervise the contractor/(s) during construction to ensure compliance is followed. CEQA compliance reports should be included with the daily inspection reports. If at any point the construction does not follow the requirements within the MMRP, CONSULTANT will immediately notify CBMWD and WEST YOST and will report the incident in daily CEQA Compliance Reports.
Deliverables:
   - Daily CEQA Compliance Reports

Task 2.5: Design Changes

SENTINEL PEAK/TOLL BROTHER’S design engineers, WEST YOST, will manage design changes for the project. CONSULTANT will communicate with CBMWD and WEST YOST to obtain any design changes to follow for inspections.

Task 2.6: Punch List & Final Acceptance

CONSULTANT will coordinate a walkthrough of the project site in the presence of CBMWD, WEST YOST, and SENTINEL PEAK/TOLL BROTHERS to establish a list of items to be completed. Post construction completion, CONSULTANT will coordinate a final walkthrough to ensure punch list items have been completed and are acceptable to CBMWD.

Deliverables:
   - Punch List
Montebello Hills Project

On-site Pump Station

16-inch Recycled Water Supply Pipeline

On-site Piping is Out of Date

Point of Connection to Existing CBMWD 30" CML&C Steel

Toll Brothers
Montebello Hills Project

CEMWD Recycled Water Distribution System
Proposed Recycled Water Pipeline

Lincoln Ave to Pump Station – 2,600 LF
On Site Pipeline
Proposed Recycled Water Pipeline
Mitigation Monitoring and Reporting Program

CEQA requires a reporting or monitoring program be adopted for the conditions of project approval that are necessary to mitigate or avoid significant effects on the environment (Public Resources Code 21081.6). This mitigation monitoring and reporting program is intended to track and record compliance with adopted mitigation measures during the project implementation phase. For each mitigation measure required in the Final Initial Study-Mitigated Negative Declaration (Final IS-MND), specifications are made herein which identify the action required, the monitoring which must occur, and the agency or department responsible for oversight.
### BIO-1: Coastal California Gnatcatcher Avoidance and Minimization Measures

The following avoidance and minimization measures for CAGN shall be implemented during construction of the pump station:

1. A qualified biological monitor shall be retained to conduct activities as specified in the following measures. The biological monitor shall be on-site throughout vegetation removal and grading of the pump station site and shall work with the construction contractor to coordinate construction activities such that impacts to the California gnatcatcher are minimized to the maximum extent feasible. The biological monitor shall be knowledgeable of gnatcatcher biology and CSS ecology. At least seven days prior to initiating project activities, the name(s), any permit numbers, and resumes of all proposed biological monitors shall be submitted to the USFWS in writing. Proposed activities shall not begin until an authorized biologist has been approved by the USFWS. The monitor shall have the authority to halt/suspend all activities that do not adhere to the USFWS's Biological Opinion (BO).

2. Prior to any ground disturbance, the grading limits shall be surveyed, staked, and fenced under the supervision of a biological monitor.

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<thead>
<tr>
<th>Mitigation Measure/Condition of Approval</th>
<th>Action Required</th>
<th>Monitoring Timing</th>
<th>Monitoring Frequency</th>
<th>Responsible Agency</th>
<th>Compliance Verification</th>
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<tr>
<td><strong>Biological Resources</strong></td>
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<td>Central Basin Municipal Water District/United States Fish and Wildlife Service</td>
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<tr>
<td><strong>BIO-1: Coastal California Gnatcatcher Avoidance and Minimization Measures</strong></td>
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<tr>
<td>1. A qualified biological monitor shall monitor all vegetation removal and grading of the pump station site. Field verify that monitoring is occurring.</td>
<td>1. Approval of USFWS of the authorized biologist(s) at least seven days prior to construction. Field verification during vegetation removal and grading activities.</td>
<td>1. Periodically during vegetation removal and grading activities on the pump station site.</td>
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<td>3. Verify completion of contractor education program.</td>
<td>3. Prior to start of construction activities.</td>
<td>3. Prior to start of construction activities.</td>
<td>2. Prior to start of construction activities and during construction activities.</td>
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<tr>
<td>4. Verify Contractor Foreman and all contractors have copies of USFWS's BO.</td>
<td>4. Prior to start of construction activities and during construction activities.</td>
<td>4. Prior to start of construction activities and during construction activities.</td>
<td>3. Prior to and during vegetation removal.</td>
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<td>5. Limit vegetation removal and clearing of the pump station site to the time period between September 1 and February 15. Field verify compliance with avoidance and minimization measures. Review monthly summaries of California gnatcatcher locations during vegetation removal.</td>
<td>5. Prior to and during vegetation removal.</td>
<td>5. Prior to and during vegetation removal.</td>
<td>4. During construction activities.</td>
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<td>6. Field verify compliance with noise reduction measures.</td>
<td>6. During construction activities.</td>
<td>6. During construction activities.</td>
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Mitigation Measure/Condition of Approval | Action Required | Monitoring Timing | Monitoring Frequency | Responsible Agency | Compliance Verification
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No native vegetation removal or grading shall occur outside of the fenced grading limits. 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.

3. The biological monitor shall conduct a contractor education program for all personnel. This program shall emphasize the conservation of CAGN and CSS species diversity during project construction and include: a) the purpose of resource protection, b) a description of CAGN and its habitat, c) the conservation measures that shall be implemented in conjunction with project construction, and d) the general provisions of the Federal Endangered Species Act. Informative pamphlets and signage for fencing between the grading areas and the conserved areas shall be provided.

4. Copies of the USFWS’s BO 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.

5. Vegetation removal and clearing for the pump station site shall occur between September 1 and February 15, outside the California gnatcatcher breeding season. All clearing of vegetation shall take place in the presence of a biological monitor. Prior to the initial clearing and grubbing of any CSS habitat, or other suitable California gnatcatcher habitat, the biological monitor shall locate any individual California gnatcatchers on-site and direct operators to being in an area away from the birds. In addition, the biological monitor shall walk area 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.

6. If CAGN are found to be nesting outside of the breeding season, the following avoidance and minimization measures shall be implemented:
   a. Construction activity shall cease within 500 feet of the nest until such time as the nest is no
b. To reduce potential noise impacts to nesting CAGN, a qualified acoustician shall be retained to monitor the pump station site on a weekly basis to determine if any nests are within a distance potentially affected by noise from construction activities. If nesting birds are located adjacent to the pump station site with the potential to be affected by construction activity noise above 60 dB(A) Leq, a noise barrier shall be erected at the edge of the 500-foot buffer. The noise barrier shall consist of a ten-foot-high continuous plywood fence supported by posts or an earthen berm located at the site boundary that abuts potential off-site habitat. If the noise level of 60 dB(A) Leq is exceeded at the location of the nesting birds, the acoustician shall require the construction contractor to make operational and barrier changes to reduce noise levels to 60 dB(A) Leq. Noise monitoring shall occur after implementation of operational changes and installation of barriers, as needed, to ensure effectiveness.

1 The 60 dB(A) Leq noise level is the standard typically requested by USFWS.
c. The biological monitor shall be responsible for overseeing compliance with protective measures (e.g., buffers and noise mitigation) for the listed species during construction. The biological monitor shall have the authority to halt all associated project activities that may be in violation of the buffers or activity noise above 60 dB(A) Leq.

### BIO-2: Coastal Sage Scrub Creation/Enhancement/Revegetation

To mitigate for the proposed project’s impacts to critical habitat for California gnatcatcher, the developer of the Montebello Hills Specific Plan shall provide land for CSS habitat creation, enhancement, and/or revegetation at a minimum 1:1 mitigation ratio (i.e., for every 1 acre removed, 1 acre shall be created, enhanced, and/or revegetated), or as otherwise indicated by the regulatory agencies during the permitting process, whichever is greater. The developer of the Montebello Hills Specific Plan shall prepare and implement a habitat mitigation and monitoring plan (HMMP; discussed in more detail below) that identifies an approach for implementing a conceptual mitigation plan for impacts to critical habitat for California gnatcatcher resulting from the proposed project. In addition, the developer of the Montebello Hills Specific Plan shall implement the conservation measures included in the BO for

- Review HMMP and LTMP and verify necessary information is incorporated.
- Verify implementation of creation/enhancement/revegetation measures.
- Review instrument to provide the approved non-wasting endowment fund identified in the LTMP.
- Review and approve placement of conservation easement and offer of dedication.

Prior to, during, and after construction. Once for each review of plans and reports. United States Fish and Wildlife Service/United States Army Corps of Engineers
Montebello Hills Oil Field Operations and Habitat Restoration Project (FWS-LA-4077.6; USFWS 2007b).

Native plant seeds collected from Montebello Oil Field and the adjacent Puente/Chino Hills shall be the primary source of seeds for revegetation on manufactured slopes and creation areas. Planting stock from other regions shall not be used without prior approval by the USFWS. Planting, seeding, and maintenance of the manufactured slopes may occur year round; however, actions conducted during the breeding season shall be coordinated with the biological monitor and no actions shall occur within 100 feet of an active nest. All planting, seeding (except hydroseeding) and maintenance work shall be conducted with hand tools (i.e., machete, sickle, rake, hoe, or shovel).

The HMMP shall be prepared by a qualified biologist/restoration ecologist that outlines the compensatory mitigation in coordination with the regulatory agencies. Specifically, the HMMP and implementation plan shall include the following:

- Detailed site location for all aspects of the creation, enhancement, and/or revegetation;
- Detailed description and graphics of the mechanics of the creation, enhancement, and/or revegetation;
- Native plant palette, planting plan, time of year planting will occur, and irrigation plan;
- Maintenance program and invasive

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<th>Mitigation Measure/Condition of Approval</th>
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<tr>
<td>Montebello Hills Oil Field Operations and Habitat Restoration Project (FWS-LA-4077.6; USFWS 2007b)</td>
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Mitigation Measure/Condition of Approval | Action Required | Monitoring Timing | Monitoring Frequency | Responsible Agency | Compliance Verification
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- Monitoring and reporting program with measurable success criteria that shall include the following:
  - 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 on manufactured slopes shall be greater than 60 percent absolute cover.

The developer of the Montebello Hills Specific Plan shall be responsible for maintenance and monitoring of the created habitat and re-vegetated habitat on manufactured slopes until the following criteria are met:
- No more than 5 percent absolute cover for non-native plant species as defined in the 2009 BO.
- 75 percent absolute cover of native species.
- The revegetation area should not be irrigated for at least one year prior to determining that the performance criteria have been met.

The quantity (acreage) of CSS and the percent cover of native species shall be determined by Daubenmire plot studies (or equivalent vegetation survey methods). Vegetation surveys shall be conducted between March and June. The developer of the Montebello Hills Specific Plan shall submit a report to the USFWS documenting the annual status of the
The created, enhanced, and/or revegetated CSS habitat shall be managed in accordance with the requirements of the Long-Term Management Plan (LTMP) prepared for the Montebello Hills Reserve, which shall include habitat created, enhanced, and/or revegetated to mitigate the proposed project’s impacts to California gnatcatcher habitat. The LTMP shall provide information and guidance about the formation and management of the Montebello Hills Reserve and describes assurances that the area shall be effectively managed in perpetuity. The LTMP shall outline the legal protection, funding, responsibilities and ongoing programs designed to ensure that habitat values for the California gnatcatcher are preserved in perpetuity. The developer of the Montebello Hills Specific Plan shall submit to the USFWS and USACE the final LTMP including separate finalized costs for managing the entire Montebello Hills Reserve for approval. The 2009 BO provides additional details with respect to the nature and timing of funding (see Conservation Measures 14 - 15).

Monitoring and management of the Montebello Hills Reserve, which shall include habitat created, enhanced, and/or revegetated to mitigate the proposed project’s impacts to California gnatcatcher habitat, in perpetuity shall be assured by the developer of the Montebello Hills Specific Plan. The developer of the Montebello Hills Specific Plan shall submit to the USFWS and the

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performance criteria.
USACE an instrument demonstrating financial commitment and responsibility to provide the approved non-wasting endowment fund (i.e., a bond or Letter of Credit) as identified in the LTMP. The non-wasting endowment shall be transferred to an independent agency approved by the USFWS and the USACE to fund implementation of the LTMP in perpetuity. The developer of the Montebello Hills Specific Plan 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 have been met. The developer of the Montebello Hills Specific Plan shall place a conservation easement over the Montebello Hills Reserve, which shall include habitat created, enhanced, and/or revegetated to mitigate the proposed project’s impacts to California gnatcatcher habitat. The conservation easement shall include provisions for continued oil field operations as described in USFWS (2007) until the oil field is abandoned. An irrevocable offer of dedication covering the easement area shall be provided to USFWS for review and approval.

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Prior to the start of construction, the following measures shall be implemented:

- To avoid disturbance of nesting and special-status birds, including raptor species protected by the MBTA and CFGC, activities related to the project such as vegetation removal, ground disturbance, and construction and demolition shall occur outside of the bird breeding season. The bird breeding season is from February 1 through August 31; therefore, these activities shall occur from September 1 through January 31. If construction must begin during the breeding season, then a pre-construction nesting bird survey shall be conducted no more than three days prior to initiation of construction activities. The nesting bird pre-construction survey shall be conducted on foot along the pipeline alignment and at the pump station location and shall include a minimum 100-foot buffer (300-foot buffer for raptors). In inaccessible areas (e.g., private lands), the survey shall be conducted from afar using binoculars to the extent practical. The survey shall be conducted by a qualified biologist familiar with the identification of avian species known to occur in southern California. The survey findings shall be documented in a report provided to CBMWD prior to the commencement of

Verifying a biologist is retained to conduct a pre-construction survey, if needed.
Verify completion of a nesting bird survey and review survey results, if required.
Field verify compliance with established buffer area, if active nests are found.

Verification of biologist retention prior to all initial ground-disturbing activities and tree removal between February 1 and September 15.
Survey verification within seven days of all initial ground-disturbing activities and tree removal between February 1 and September 15.
Verification buffers are in place during construction activities while active nests remain.

Once prior to surveys for verification of biologist.
As needed for review of survey results.
Periodically for field verification of buffer areas.

Central Basin Municipal Water District
If cultural resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and an archaeologist meeting the Secretary of the Interior’s Professional Qualification Standards for archaeology (National Park Service) shall be consulted. The archaeologist shall be retained for as-needed services. An evaluation of the identified resource shall be conducted by the archaeologist during this activity. If cultural resources are identified, work in the immediate area shall be halted and an archaeologist meeting the Secretary of the Interior’s Professional Qualification Standards for archaeology shall be consulted. The archaeologist shall be retained for as-needed services. An evaluation of the identified resource shall be conducted by the archaeologist during this activity. Construction activities that have the potential to impact nesting birds. If no nesting birds are found, no further action would be necessary.

- If nests are found, an avoidance buffer shall be demarcated by a qualified biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. The buffer width shall be determined based on the species and ambient conditions near the nest (e.g., 25 feet for common, urban-adapted species). All construction personnel shall be notified of the existence of the buffer zone and shall be instructed to avoid entering the buffer zone during the nesting season. No parking, storage of materials, or construction activities shall occur within this buffer zone until the qualified biologist has confirmed that breeding/nesting is complete and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.

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<th>Cultural Resources</th>
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<tr>
<td><strong>CR-1: Unanticipated Discovery of Cultural Resources</strong></td>
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<td>If cultural resources are encountered during ground-disturbing activities, work in the immediate area shall be halted and an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology (National Park Service) shall be consulted. The archaeologist shall be retained for as-needed services. An evaluation of the identified resource shall be conducted by the archaeologist during this activity. If cultural resources are identified, work in the immediate area shall be halted and an archaeologist meeting the Secretary of the Interior's Professional Qualification Standards for archaeology shall be consulted. The archaeologist shall be retained for as-needed services. An evaluation of the identified resource shall be conducted by the archaeologist during this activity.</td>
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<td>Construction activities that have the potential to impact nesting birds. If no nesting birds are found, no further action would be necessary.</td>
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- If nests are found, an avoidance buffer shall be demarcated by a qualified biologist with bright orange construction fencing, flagging, construction lathe, or other means to mark the boundary. The buffer width shall be determined based on the species and ambient conditions near the nest (e.g., 25 feet for common, urban-adapted species). All construction personnel shall be notified of the existence of the buffer zone and shall be instructed to avoid entering the buffer zone during the nesting season. No parking, storage of materials, or construction activities shall occur within this buffer zone until the qualified biologist has confirmed that breeding/nesting is complete and the young have fledged the nest. Encroachment into the buffer shall occur only at the discretion of the qualified biologist.
Mitigation Measure/Condition of Approval | Action Required | Monitoring Timing | Monitoring Frequency | Responsible Agency | Compliance Verification
--- | --- | --- | --- | --- | ---
Service 1983) shall be contacted immediately to evaluate the find. If necessary, the evaluation may require preparation of a treatment plan and archaeological testing for CRHR eligibility. If the discovery proves to be significant under CEQA and cannot be avoided by the project, additional work such as data recovery excavation and Native American consultation and archaeological monitoring may be warranted to mitigate any significant impacts to cultural resources.

If avoidance is infeasible, prepare plan to reduce impacts to less than significant and conduct required consultation, if needed.

Geology/Soils

GEO-1: Paleontological Resources Monitoring

Prior to the commencement of project construction, a Qualified Paleontologist shall be retained to conduct paleontological monitoring during ground-disturbing activities (including, but not limited to site preparation, grading, excavation, and trenching) of previously undisturbed areas. The Qualified Paleontologist shall have at least a Master’s Degree or equivalent work experience in paleontology, shall have knowledge of the local paleontology, and shall be familiar with paleontological procedures and techniques.

Ground-disturbing activities of previously undisturbed areas within the project site shall be monitored on a full-time basis. Monitoring shall be supervised by the Qualified Paleontologist and shall be conducted by a qualified paleontological

Confirm retention of a Qualified Paleontologist. Confirm a Qualified Paleontologist is present on site to monitor ground-disturbing activities in previously undisturbed areas.

In the event paleontological resources are encountered, confirm all work in the vicinity of the find is diverted, and the find is assessed and collected. If significant fossils are recovered, confirm significant fossils are prepared and curated.

Review final paleontological monitoring report. If significant fossils are recovered, verify submittal of final paleontological monitoring report to the designated museum repository.

Prior to start of construction. Confirm construction monitoring activities during construction.

Review final report following completion of construction activities. Confirm submittal of report following completion of construction activities.


Central Basin Municipal Water District
monitor, defined as an individual who meets the minimum qualifications per standards set forth by the SVP (2010), which includes a B.S. or B.A. degree in geology or paleontology with one year of monitoring experience and knowledge of collection and salvage of paleontological resources.

The duration and timing of the monitoring shall be determined by the Qualified Paleontologist. If the Qualified Paleontologist determines that full-time monitoring is no longer warranted, he or she may recommend reducing monitoring to periodic spot-checking or may recommend that monitoring cease entirely. Monitoring shall be reinstated if any new ground disturbances of previously undisturbed areas are required, and reduction or suspension shall be reconsidered by the Qualified Paleontologist at that time.

If a paleontological resource is discovered, the monitor shall have the authority to temporarily divert construction equipment around the find until it is assessed for scientific significance and collected. Once salvaged, significant fossils shall be prepared to a curation-ready condition and curated in a scientific institution with a permanent paleontological collection (such as the Natural History Museum of Los Angeles County). Curation fees are the responsibility of the project owner.

A final report shall be prepared describing the results of the paleontological monitoring efforts associated with the project. The report shall include a
### Summary of Mitigation Monitoring and Reporting Program

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<td>HAZ-1: Hazardous Materials Management and Spill Control Plan</td>
<td>Review HMMSCP and verify necessary information is incorporated. Field verify compliance with the HMMSCP.</td>
<td>Prior to start of construction. Verification during construction activities, as needed.</td>
<td>Once.</td>
<td>Central Basin Municipal Water District</td>
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summarizes the field and laboratory methods, an overview of the project geology and paleontology, a list of taxa recovered (if any), an analysis of fossils recovered (if any) and their scientific significance, and recommendations. The report shall be submitted to CBMWD. If the monitoring efforts produced fossils, then a copy of the report shall also be submitted to the designated museum repository.

**Hazards & Hazardous Materials**

HAZ-1: Hazardous Materials Management and Spill Control Plan

Before construction begins, the construction contractor shall develop and implement a Hazardous Materials Management and Spill Control Plan (HMMSCP) that includes a project-specific contingency plan for hazardous materials and waste operations. The HMMSCP shall establish policies and procedures consistent with applicable codes and regulations, including but not limited to the California Building and Fire Codes, as well United States Department of Labor OSHA and California OSHA regulations. The HMMSCP shall articulate hazardous materials handling practices to prevent the accidental spill or release of hazardous materials.
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<td>HAZ-2: Soil Sampling and Disposal</td>
<td>Review soil assessment results and notify RWQCB or DTSC, as needed. Review air resource assessment, if needed. If air resource assessment identifies impacts, verify implementation of Mitigation Measure HAZ-4.</td>
<td>Assessment review and agency notification prior to start of ground-disturbing activities.</td>
<td>Once prior to ground-disturbing activities.</td>
<td>Central Basin Municipal Water District</td>
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<td>HAZ-3: Contaminated Soil Contingency Plan</td>
<td>Review Contaminated Soil Contingency Plan. Field verify compliance with the Contaminated Soil Contingency Plan.</td>
<td>Plan review prior to start of construction. Verification during ground-disturbing activities, as needed.</td>
<td>Once prior to start of construction. Periodically during ground-disturbing activities.</td>
<td>Central Basin Municipal Water District</td>
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<td>HAZ-4: On-site Monitoring</td>
<td>Field verify compliance with on-site dust monitoring practices and procedures for areas of suspect fugitive vapor emissions shall be</td>
<td>Verification during ground-disturbing activities.</td>
<td>Periodically during ground-disturbing activities.</td>
<td>Central Basin Municipal Water District</td>
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monitored with the use of a PID or equivalent. If necessary, dust will be controlled by periodically spraying the work areas with water or other approved dust-control materials. If required by the permit, a particulate air monitor will be utilized to monitor dust. The meters shall be calibrated in accordance with their respective manufacturer specifications. During the soil excavation and loading activities, fugitive airborne emissions shall be monitored along the property boundary and at the interpreted downwind perimeter of the site. If fugitive airborne emissions are measured at levels exceeding permit conditions, operations will cease until the dust the emissions reach an acceptable level.

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<td>HAZ-5: Emergency Evacuation</td>
<td>Review traffic control plans and verify necessary information is incorporated. Verify written notification has occurred.</td>
<td>Prior to start of construction.</td>
<td>Once.</td>
<td>Central Basin Municipal Water District/City of Montebello</td>
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Traffic control plans submitted by the contractor to CBMWD and the City of Montebello prior to the start of construction pursuant to Section 01550 of CBMWD’s construction specifications shall:
- Delineate an alternative emergency evacuation route(s) for surrounding residences and businesses that would otherwise use Montebello Boulevard as an emergency evacuation route in the event of a disaster; and
- Require written notification of the alternative emergency evacuation route(s) to all impacted residents and businesses.
Central Basin Municipal Water District  
Montebello Hills Recycled Water Pipeline and Pump Station Project

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<td>HAZ-6: Fire Prevention Measures</td>
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<td>Field verify compliance with all required fire prevention measures.</td>
<td>During construction activities.</td>
<td>Periodically during construction activities.</td>
<td>Central Basin Municipal Water District</td>
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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.
- Smoking shall be allowed only in designated areas equipped with sand boxes for the disposal of cigarette butts.

Tribal Cultural Resources

<p>| TCR 1: Retain a Native American Monitor | A Native American monitor who is ancestrally related to the project area shall be retained to monitor project-related ground-disturbing construction activities (i.e., grading, excavation, trenching, etc.) within native, undisturbed soils outside the public right-of-way. Native American monitoring of project-related ground-disturbing activities as needed. | During ground-disturbing activities, as needed. | Periodically during all ground-disturbing construction activities within native, undisturbed soils outside the public right-of-way to | Central Basin Municipal Water District |</p>
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<td>activities shall be performed under the</td>
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<td>qualified archaeologist and Native American monitor.</td>
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<td>meeting the Secretary of the Interior’s</td>
<td>treatment of the find and identify additional measures to avoid or reduce impacts to the resource.</td>
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<td>are encountered during ground-disturbing</td>
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<td>activities, Central Basin Municipal Water</td>
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<td>District shall consult with the qualified</td>
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<td>monitor as to the treatment of the find,</td>
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<td>which may determine additional measures to avoid or reduce impacts to the resource are required. These additional measures to avoid or reduce impacts shall be determined on a case by case basis and approved by the Central Basin Municipal Water District’s General Manager. Should the find consist of human remains, the requirements under State of California Health and Safety Code Section 7050.5 shall be followed.</td>
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Note: Ground-disturbing activities include, but are not limited to, site preparation, grading, trenching, and excavation.
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