

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, MAY 27, 2020

5:30 P.M.

MONTEBELLO CITY COUNCIL

SALVADOR MELENDEZ
MAYOR

KIMBERLY A. COBOS-CAWTHORNE
MAYOR PRO TEM

ANGIE M. JIMENEZ
COUNCILMEMBER

DAVID N. TORRES
COUNCILMEMBER

JACK HADJINIAN
COUNCILMEMBER

CITY CLERK
IRMA BARAJAS

CITY TREASURER
RAFAEL GUTIERREZ

CITY STAFF

CITY MANAGER
René Bobadilla

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 Public Works
Director of Recreation and Community Services
Director of Transportation

Arlene Salazar
Fernando Pelaez
Brad Keller
Michael Solorza
Nicholas Razo
Joseph Palombi
James Enriquez
David Sosnowski
Young-Gi Kim Harabedian

OPENING CEREMONIES

1. **CALL MEETING TO ORDER:** Mayor Melendez
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:

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.

At this City Council meeting and consistent with the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday May 27, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. Closed Session begins at 5:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, May 27, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

***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 – 5:30 P.M.

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: 1345 North Montebello Blvd.
Agency Negotiator: Rene Bobadilla
Negotiating Parties: M & M Realty
Under negotiation: Price and Terms

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: Various transit property locations and routes
Agency Negotiator: Rene Bobadilla
Negotiating Parties: City of Artesia
Under negotiation: Terms and price

6. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials.

REGULAR SESSION - 6:30 P.M.

7. INVOCATION

PLEDGE OF ALLEGIANCE

8. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

9. CORRECTIONS TO THE AGENDA – CITY MANAGER

- 10. 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.

At this City Council meeting and consistent with the Governor’s Executive Order No. N-29-20, the City Council meeting will continue to be live streamed for the public’s convenience and can be watched at www.cityofmontebello.com and click on Live Stream. For those interested in making public comments, you may call on Wednesday May 27, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, May 27, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City’s webpage under the City Clerk tab, <https://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>.

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

- 12. 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. 13, 14, 15 and any item upon 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

13. PUBLIC HEARING: RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a public hearing to consider the sale of the City of Montebello Water System(s) and related assets (the "Water System");
- 2) By a four-fifths vote, adopt a Resolution finding that all requirements pursuant to Government Code Section 37420.5 for the Sale of the Water System have been met; and
- 3) Direct the City Manager to execute all necessary documents and take such additional action as required to complete the sale of the Water System to the San Gabriel Valley Water Company.

14. PUBLIC HEARING: APPROVE AN ENERGY SAVINGS PERFORMANCE CONTRACT WITH ABM BUILDING SOLUTIONS, LLC

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a Public Hearing and consider approving an Energy Savings Performance Contract (ESPC) with ABM Building Solutions LLC (ABM) for the construction of energy conservation measures; and
- 2) Adopt a Resolution approving certain findings for energy related improvements to City facilities; and
- 3) Authorize the City Manager to execute an agreement on behalf of the City.

15. PUBLIC HEARING: APPROVE LEASE FINANCING AGREEMENT TO FUND ENERGY CONSERVATION PROJECTS

RECOMMENDATION: It is recommended that the City Council:

- 1) Conduct a public hearing to consider adopting a Resolution approving a lease financing agreement with Prime Capital, Inc. to finance energy conservation projects at various City facilities; and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

CONSENT MATTERS

16. PROFESSIONAL SERVICES AGREEMENT WITH RANGWALA ASSOCIATES FOR THE PREPARATION OF THE CITY'S COMPREHENSIVE GENERAL PLAN UPDATE AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Rangwala Associates for the preparation of the General Plan Update in substantially the same form as attached;

- 2) Authorize the City Manager to execute the Professional Services Agreement with Rangwala Associates and related ancillary documents on behalf of the City; and
- 3) Take such additional and/or related action that may be desirable.

17. WATER RIGHTS LICENSE AND AGREEMENT WITH MONTEBELLO LAND AND WATER COMPANY

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve a Water Rights License and Agreement with Montebello Land and Water Company for the lease of 400 acre-feet of the City of Montebello's Fiscal Year 2019-20 Allowed Pumping Allocation at a rate of \$120 per acre-foot and total payment of \$48,000; and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City.

18. SEVENTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT WITH SAN GABRIEL VALLEY WATER COMPANY

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve the Seventh Amendment to the Water Systems Operations Agreement with San Gabriel Valley Water Company (Agreement No. 2883); and
- 2) Authorize the City Manager to execute the Amendment on behalf of the City.

19. FISCAL YEAR 2020-21 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER APPROVED INDEBTEDNESS

RECOMMENDED ACTION: 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 2020-21; and
- 2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

20. ADOPTION OF ORDINANCE ESTABLISHING THE HOUSING OPPORTUNITY OVERLAY ZONE PURSUANT TO ZONE CODE AMENDMENT ("ZCA") NO. 01-20

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Waive second reading and adopt Ordinance (ZCA No. 01-20) establishing the Housing Opportunity Overlay Zone in connection with the Housing Element Update (2016-2021); and
- 2) Take such additional, related action that may be desirable.

21. SECOND READING OF AN ORDINANCE ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING CODES TO THE MONTEBELLO MUNICIPAL CODE

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Waive second reading and adopt an Ordinance adopting by reference the 2019 California Building Standards Code and certain specified appendices thereof including the: 2019 California Building Standards Administrative Code, 2019 California Residential Code, 2019 California Electrical Code, 2019 Mechanical Code,

2019 Plumbing Code, 2019 California Energy Code, 2019 California Historical Building Code, 2019 California Fire Code, 2019 California Existing Building Code, 2019 California Green Building Standards Code, and California 2019 Referenced Standards Code; and

- 2) Concurrently make certain findings in support of specific additions, deletions and/or amendments to the proposed ordinance; and
- 3) Take such additional, related, action that may be desirable.

22. FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENTS

RECOMMENDED ACTION: It is recommended that the City Council:

- 1) Approve, in substantially the form as presented, two (2) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement Nos. 11-19, 26-19, and 28-19 for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
- 2) Condition the approval of each of the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than July 13, 2020, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicants additional time if necessary in light of the current COVID-19 logistical limitations; and
- 3) Adopt findings contained herein exempting the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and
- 4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

23. AMENDMENT TO SEAACA JOINT POWERS AGREEMENT

RECOMMENDED ACTION: It is recommended that the City Council:

Approve a Second Amendment to the Southeast Area Animal Control Agency (SEAACA) Joint Powers Agreement (JPA) extending membership to June 30, 2035.

24. APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT

RECOMMENDED ACTION: It is recommended that the City Council:

It is recommended that the City Council approve a change order, in the amount of \$200,000, to the construction contract with Green Giant Landscape, Inc. (Green Giant) for Taylor Ranch Greenspace Project.

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MAY 27, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed resolution approving the Warrant Register dated May 27, 20

26. APPROVAL OF MINUTES: MARCH 18, 19, 25, APRIL 3, 8, 15, AND MAY 8, 2020

RECOMMENDATION: It is recommended that the City Council:

Approve minutes as written.

27. ORAL COMMUNICATIONS - CONTINUED

28. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

ADJOURNMENT

NOTES

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **Public Hearing: Resolution Finding that All Requirements Pursuant to California Government Code Section 37420.5 for the Sale of the City of Montebello Water System(s) and Related Assets Have Been Met**

DATE: May 27, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Conduct a public hearing to consider the sale of the City of Montebello Water System(s) and related assets (the “Water System”);
- 2) By a four-fifths vote, adopt a Resolution finding that all requirements pursuant to Government Code Section 37420.5 for the Sale of the Water System have been met; and
- 3) Direct the City Manager to execute all necessary documents and take such additional action as required to complete the sale of the Water System to the San Gabriel Valley Water Company.

BACKGROUND

On September 28, 2018, the Governor signed Assembly Bill 2339 – Gipson (AB-2339), which authorized the cities of El Monte, Montebello and Willows to sell their municipal water systems by January 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.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET

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(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.

On July 10, 2019, after obtaining offers from three (3) interested purchasers, the City Council approved the sale of the Water System to the San Gabriel Valley Water Company for the amount of \$15,857,000, plus a 10-year lease of water rights for an additional amount of approximately \$1,950,000 collected over the 10-year period.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020**RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET**

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On March 23, 2020, the City Council adopted Resolution No. 20-25 setting the date for this public hearing to consider the sale of the Water System including any oral and written protests. As required by AB-2339, public noticing of this hearing was completed by: 1) publishing Resolution No. 20-25 in the Whittier Daily News (attached) on April 10, 2020; 2) mailing a notice to all customers (attached) on April 8, 2020; and 3) continuous posting, starting on May 14, 2020, of Resolution No. 20-25 at the entrance to City Hall, the Police Station, and the Parks and Recreation Office.

ANALYSIS

Like many small municipal water systems and districts, the City has for many years struggled to adequately fund the maintenance and operation of the Water System and keep up with rising costs and increased water quality regulations.

In order to reduce expenses over ten years ago the City contracted out for the maintenance and operation of the Water System. The current contract operator is the San Gabriel Valley Water Company, which took over the operation in 2013. Despite contracting maintenance and operation, the City's continued struggle to adequately fund maintenance and operations as well as needed capital improvements is documented in the Water Rate Study completed on October 3, 2016 by MF Whipple & Associates.

Additionally, as required by AB-2339, the City completed an independent third-party performance analysis of the City's Water System. The analysis was completed by Stetson Engineers, Inc. in March 2020. The report estimates that the 10-year Capital Improvement Program for the Water System is \$25,600,000. If the City elects to keep operating the Water System, with an estimated 1,500 customers, it will need to increase customer's monthly fees by a minimum of \$142 per month for 10 years, not including the monthly water usage and meter fee currently charged to customers.

Federal and State water quality regulations continue to evolve and threaten an unpredictable additional cost increase to water production. The regulation of Per- and Polyfluoroalkyl Substances (PFAS) has already added monitoring and reporting costs and will likely add expensive water treatment requirements in the near future.

San Gabriel Valley Water Company is better situated financially and has more than adequate resources to solve these continued challenges and provide increased rate stability for customers. The City's small operation simply cannot compete with the economy-of-scale offered by the size of the water company's organization.

FISCAL IMPACTS:

Upon completion of the sale transaction, the City would receive a one-time, lump sum payment of \$15,857,000 from the San Gabriel Valley Water Company. The

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020**RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET****Page 4 of 5**

recommended agreement also includes the annual lease of the City's 386.50 acre-feet of water rights by the water company at a starting rate of \$450 per acre-foot for a period of ten years. The lease value of the first year is \$173,925 and the value over ten years is estimated at \$1,950,000, with escalation.

The \$15,857,000 would be deposited into the General Fund, increasing existing fund balance. As part of the Fiscal Year 2020-21 budget process, updated, comprehensive reserve policies will be presented for City Council review and approval. These updated reserve policies will include categorization of the water sale funds, reserving the proceeds for future, unmet needs. In addition, the annual water rights revenue will be recorded in the General Fund, providing a steady and stable stream of operating revenue to be used for provision of public safety services, parks maintenance, recreational programming, and other basic General Fund services.

For the sale proceeds, staff has recommended certain one-time projects/expenses. The reserve policies to be presented with the FY 2020-21 budget will create categories to place these funds, based on the following potential projects (not listed in any order of priority):

- Infrastructure Improvements – streets, sidewalks sewer, storm drains, etc.
- Building Improvements – roof, ADA. HVAC - lighting improvements to city buildings, etc.
- Park Improvements – upgrades/repairs to playgrounds, walkways, parking lots, irrigation, lighting, etc.
- Landscape Improvements – refurbishment of medians and landscape at city buildings, including plant materials, efficient irrigation system, entry monuments, etc.
- Purchase or replacement of vehicles – police, fire, public works and parks vehicles.
- City Council Chamber Audio/Visual Improvements – upgrade/installation of a new audio/video equipment and software.
- Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees throughout the City.
- Golf Course Improvements – installing a driving range barrier/fence to appropriate height and upgrading the driving range itself to increase use and revenues.

SUMMARY:

During this second (and final) required hearing, the city Council is asked to consider the sale of the Water System including any oral and written protest. If the City finds that all eight requirements under AB-2339 have been met, it may proceed with the

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

RESOLUTION FINDING THAT ALL REQUIREMENTS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5 FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS HAVE BEEN MET

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recommended actions for this matter. Upon such direction, staff will coordinate with San Gabriel Valley Water Company staff to obtain the required approval of the sale from the California Public Utilities Commission and complete the sale transaction agreement substantially in the form presented. Staff will monitor the sale and record the proceeds in the proper General Fund account, as well as categorize the one-time purchase funds per the adopted reserve policies.

ATTACHMENTS:

1. Resolution
2. Whittier Daily News Publishing of Resolution No. 20-25
3. Water Customer Notice
4. Agreement for Purchase and Sale of Water System Assets and Lease of Water Rights

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTEBELLO, CALIFORNIA, FINDING THAT ALL REQUIREMENTS
PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37420.5
FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S)
AND RELATED ASSETS HAVE BEEN MET**

WHEREAS, the City of Montebello, a California municipal Corporation (“City”), is the owner of the Water system(s), related assets described in Exhibit “A” attached to this Resolution (“Water System”); and

WHEREAS, on September 28, 2018, the Governor signed Assembly Bill 2339 (A.B. 2339), codified under California Government Code Section 37420.5, authorizing the City to sell its municipal water system by January 1, 2022, provided that all requirements under the code are met; and

WHEREAS, before the City Council approves and directs City staff to execute an Agreement for Purchase and Sale of Water System Assets (“Agreement”) for the Water System, it must hold a second public meeting to consider oral and written protests filed by City interested persons during the 45-day hearing protest period; and

WHEREAS, on March 25, 2020, pursuant to California Government Code Section 3722, the City Council adopted Resolution No. 20-25 affixing May 27, 2020 at 6:30 p.m. as the time for hearing protests on the sale of the Water System; and

WHEREAS, on May 27, 2020, following the end of the 45-day protest period, the City Council held a duly noticed, second hearing pursuant to Government Code Section 37422 to consider all oral and written protests filed by interested persons.

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

SECTION 1. Findings.

- A. The City Council finds that City’s aging infrastructure, including the Water System is in critical need of capital improvements.
- B. The City Council finds that the public interest and convenience require conveyance of the Water System to San Gabriel Valley Water, a California

corporation, which is better situated to pay for the estimated \$25,600,000 in capital improvements needed by the Water System, identified in a 2020 Water System Performance and Maintenance Evaluation Report estimated during the completion of an independent third-party analysis of the Water System(s) (as required by AB 2339) by Stetson Engineers, Inc.

C. The City Council finds that the pursuant to A.B. 2339, the City has or will meet the following eight (8) 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 (2) 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 increase 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) 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 a 45-day protest period after the adoption of a resolution pursuant to Sections 37422 (of the Government Code) and publication pursuant to subparagraph (B).

D. Further, the City Council has determined that written protests have not been filed with the City from at least 10 percent of interested persons as defined by 37420.5.

SECTION 2. Final Action. The City Council approves the Agreement for Purchase and Sale of Water System Assets ("Agreement") substantially in the form presented and directs City staff to take such additional action as required to execute the Agreement for the Water System with San Gabriel Valley Water.

SECTION 3. Description of the Property. The Water System is depicted in Exhibit "A" attached to this Resolution.

SECTION 4. Certification; Effectiveness. The City Clerk shall certify to the adoption of this Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this ____ day of _____, 2020.

CITY OF MONTEBELLO

Salvador Melendez, Mayor

ATTEST:

APPROVED AS TO FORM:

Irma Barajas, City Clerk

Arnold Alvarez-Glasman, City Attorney

EXHIBIT A

WATER SYSTEM INVENTORY AND RELATED ASSETS

EXHIBIT A

WATER SYSTEM INVENTORY AND RELATED ASSETS

Summary of Facilities (North System)

Description	Material	Year Installed	Capacity	Quantity
Water Supply				
CENB-24		1973	1,800 gpm	1
Reservoirs				
Town Center	Concrete	1984	2 MG	1
Hillside	Welded Steel	1975	4.6 MG	1
Booster Stations				
Westmoreland A (7.5 hp)		1984	700 gpm	1
Westmoreland B (15 hp)		1984	450 gpm	1
Hillside Booster A (15 hp)		1975	360 gpm	1
Hillside Booster B (15 hp)		1975	350 gpm	1
Hillside Booster C (15 hp)		1975	350 gpm	1
Hillside Fire Pump (50 hp)		1975	1,500 gpm	1
Distribution Mains/Valves				
4" Main	PVC	1985		132 lf
6" Main	AC	1976		5,574 lf
8" Main	AC	1975		37,374 lf
8" Main	AC	1985		1,460 lf
8" Main	CI	1979		64 lf
8" Main	DI	1984		345 lf
8" Main	PVC	1985		1,189 lf
10" Main	AC	1976		7,756 lf
10" Main	CMLC	1976		25 lf
10" Main	DI	1984		1,774 lf
10" Main	PVC	1985		4,705 lf
12" Main	AC	1977		7,417 lf
12" Main	CMLC	1977		259 lf
12" Main	Steel	1985		94 lf
16" Main	AC	1984		3,790 lf
16" Main	AC	1984		2,337 lf
16" Main	DI	1984		5,420 lf
16" Main	Steel	1984		618 lf
<u>24" Main</u>	Steel	1974		<u>3,038 lf</u>
Subtotal				83,371 lf
Hydrants				
FH with Lateral & Valves		1970		171
Meters w/Lateral				
5/8x3/4"		1970		945
1"		1970		1
1.5"		1970		11
2"		1970		34
2.5"		1970		4
3"		1970		10
4"		1970		4

<u>8"</u> Subtotal	1970	<u>2</u> 1011
Fire Services		
2" Detector Check	1970	2
6" Detector Check	1970	5
8" Detector Check	1970	7
<u>10" Detector Check</u>	1970	<u>1</u>
Subtotal		15
Other Appurtenances		
Sampling Station	1986	5
Air Release/Vacuum Release	1970	4
Blow Off	1970	8
Pressure Reducing Stations	1970	3

Notes:

Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

gpm = gallons per minute

MG = Million Gallons

AC = Asbestos Cement

CI = Cast Iron

CMLC = Cement Mortar Lined and Coated

DI = Ductile Iron

Summary of Facilities (South System)

Description	Material	Year Installed	Capacity	Quantity
Water Supply				
Well 1 Pump		1973	627 gpm	
Well 1 Casing		1973		
CENB-22		1973	3,100 gpm	
Reservoirs				
Gage Reservoir (2 MG)		1973	2 MG	
Booster Station				
Gage Booster A (50 hp)		1973	500 gpm	
Gage Booster B (100 hp)		1973	2,000 gpm	
Gage Booster C (150 hp)		1973	3,000 gpm	
Distribution Mains/Valves				
4" Main	CI	1985		964 ft
4" Main	DI	1985		71 ft
6" Main	AC	1966		1,178 ft
6" Main	CI	1954		810 ft
8" Main	AC	1960		5,867 ft
8" Main	CMLC	1960		26 ft
8" Main	CI	1960		10,608 ft
8" Main	DI	1966		2,041 ft
8" Main	PVC	1985		409 ft
10" Main	AC	1976		2,315 ft
10" Main	CI	1961		2,229 ft
10" Main	DI	1985		193 ft
12" Main	AC	1972		11,440 ft
12" Main	CI	1972		9,053 ft
12" Main	DI	1982		582 ft
12" Main	Steel	1958		190 ft
<u>14" Main</u>	DI	1972		<u>2,989</u> ft
Subtotal				50,965
Hydrants				
FH with Lateral & Valves		1969		103
Meters w/Lateral				
1.5"		1969		32
2"		1969		72
3"		1969		7
4"		1969		2
6"		1969		9
8"		1969		17
10"		1969		1
<u>Unknown (assume 1")</u>		1969		<u>171</u>
Subtotal				311
Fire Services				
1.5" Detector Check		1969		1
2" Detector Check		1969		9

4" Detector Check	1969	2
6" Detector Check	1969	14
8" Detector Check	1969	22
<u>10" Detector Check</u>	1969	<u>5</u>
Subtotal		53
Other Appurtenances		
Sampling Station		3
Air Release/Vacuum Release	1969	3
Blow Off	1969	2

Notes:

Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

gpm = gallons per minute

MG = Million Gallons

AC = Asbestos Cement

CI = Cast Iron

CMLC = Cement Mortar Lined and Coated

DI = Ductile Iron

PVC = Polyvinyl Chloride

Legal Notice Legal Notice Legal Notice Legal Notice Legal Notice Legal Notice Legal Notice Legal Notice Legal Notice

RESOLUTION NO. 20-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

WHEREAS, the City of Montebello, a California municipal Corporation ("City"), is the owner of the Water system(s), related assets described in Exhibit "A" of this Resolution ("Water System"); and

WHEREAS, on September 28, 2018, the Governor signed Assembly Bill 2339 (A.B. 2339), codified under Government Code Section 37420.5, authorizing the City to sell its municipal water system by January 1, 2022, provided that among other requirements, the City Council adopt a resolution pursuant to Section 37422 and publish the same before a public hearing; and

WHEREAS, California Government Code Section 3722 provides that such resolution shall fix a time for hearing protests to the property conveyance, provided for publication of notice of the hearing, fix the time when the City will take final action regarding the property conveyance and contain an accurate description of the property to be conveyed; and

WHEREAS, under California Government Code Section 37420.5 the resolution shall allow for 45 days of hearing protests to the sale and shall state the City's intended use of the sale proceeds, and said resolution shall be published at least once in a daily newspaper published and circulated in the City and posted not less than ten (10) days in at least three (3) conspicuous places in the City.

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

SECTION 1. Findings.

- The City Council finds that City's aging infrastructure, including the Water System is in critical need of capital improvements.
- The City Council finds that the public interest and convenience require conveyance of the Water System to San Gabriel Valley Water, a California corporation, which is better situated to pay for the estimated \$25,600,000 in capital improvements needed by the Water System, identified in a 2020 Water System Performance and Maintenance Evaluation Report estimated during the completion of an independent third-party analysis of the Water System(s) (as required by AB 2339) by Stetson Engineers, Inc.
- The City Council finds that the pursuant to A.B. 2339, the City has met or can meet the following eight (8) requirements before the sale of the Water System:
 - 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;
 - The legislative body of the city shall not sell the water utility property without a four-fifths vote of the city's legislative body.
 - There are at least two (2) water suppliers that provide drinking water to residents in the city prior to the sale.
 - 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.
 - The receiving water system's service area borders the service area of the subsumed water system.
 - 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 increase following the sale of a public utility for furnishing water service shall be phased in over time.
 - Consolidation of the water systems is technically and economically feasible.
 - (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 (of the Government Code) 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 (2) 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 company in the county. It shall also be posted not less than ten (10) days in at least three (3) conspicuous places in the city.

SECTION 2. Intended Use of Proceeds. The City intends to use the proceeds contemplated under the sale of the Water Systems to fund one-time projects/expenses such as (listed in no particular order):

- Infrastructure Improvements – streets, sidewalks, sewer, and storm drains.
- Building Improvements – roof, ADA and HVAC, lighting improvements to City buildings, including new furniture at some facilities.
- Park Improvements – upgrades/repairs to playgrounds, walkways, parking lots, irrigation and lighting.
- Landscape Improvements – refurbishment of medians and landscape at City buildings, including plant materials, efficient irrigation system, and entry monuments.
- Purchase or Replacement of Vehicles – police, fire, public works and

parks vehicles.

- City Council Chamber Audio/Visual Improvements – upgrade/installation of a new audio/video equipment and software.
- Tree Planting or Reforestation Citywide – enhance or increase planting of parkway trees throughout the City.
- 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.
- Golf Course Improvements – installing a drive range barrier/fence to appropriate height and upgrading the driving range itself to increase use and revenues.

SECTION 3. Notice of Hearing. A public hearing will be held by the City to hear any protests regarding the conveyance of the Water System to San Gabriel Valley Water at the regularly scheduled Montebello City Council meeting on May 27, 2020, at 6:30 p.m., in the City Council Chambers located at 1600 West Beverly Blvd., Montebello, CA 90640, or as soon thereafter as the matter may be heard. The City hereby authorizes and directs the City Clerk to post copies of this Resolution for not less than ten (10) days in at least three (3) conspicuous places in the City and publish this Resolution at least once in a daily newspaper published and circulated in the City or, if none, in The Wave.

SECTION 4. Time of Final Action. The City shall take final action regarding conveyance of the Water System to San Gabriel Valley Water on May 27, 2020, following the public hearing described in Section 3 of this Resolution.

SECTION 5 Description of the Property. The Water System is depicted in Exhibit "A" attached to this Resolution.

SECTION 6 Certification; Effectiveness. The City Clerk shall certify to the adoption of this Resolution. This Resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED this 25th day of March, 2020.

CITY OF MONTEBELLO

Salvador Melendez, 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. 20-25 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 25th day of March, 2020, 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 25th day of March, 2020.

Irma Barajas, City Clerk

EXHIBIT A

WATER SYSTEM INVENTORY AND RELATED ASSETS

Summary of Facilities (North System)

Description	Material	Year Installed	Capacity	Quantity
Water Supply				
CENB-24		1973	1,800 gpm	1
Reservoirs				
Town Center	Concrete	1984	2 MG	1
Hillside	Welded Steel	1975	4.6 MG	1
Booster Stations				
Westmoreland A (7.5 hp)		1984	700 gpm	1
Westmoreland B (15 hp)		1984	450 gpm	1
Hillside Booster A (15 hp)		1975	350 gpm	1
Hillside Booster B (15 hp)		1975	350 gpm	1
Hillside Booster C (15 hp)		1975	350 gpm	1
Hillside Fire Pump (50 hp)		1975	1,600 gpm	1
Distribution Mains/Valves				
4" Main	PVC	1985		132 ft
6" Main	AC	1976		5,574 ft
8" Main	AC	1975		37,374 ft
8" Main	AC	1985		1,450 ft
8" Main	CI	1979		84 ft
8" Main	DI	1984		345 ft
8" Main	PVC	1985		1,189 ft
10" Main	AC	1976		7,759 ft
10" Main	CMLC	1976		25 ft
10" Main	DI	1984		1,774 ft
10" Main	PVC	1985		4,705 ft
12" Main	AC	1977		7,417 ft
12" Main	CMLC	1977		259 ft
12" Main	Steel	1985		94 ft
16" Main	AC	1984		3,790 ft
16" Main	AC	1984		2,337 ft
16" Main	DI	1984		5,420 ft
16" Main	Steel	1984		618 ft
24" Main	Steel	1974		3,038 ft
Subtotal				83,371 ft
Hydrants				
FH with Lateral & Valves		1970		171

Motors w/Lateral			
5/8x3/4"	1970		945
1"	1970		1
1.5"	1970		11
2"	1970		34
2.5"	1970		4
3"	1970		10
4"	1970		4
8"	1970		2
Subtotal			1011
Fire Services			
2" Detector Check	1970		2
6" Detector Check	1970		5
8" Detector Check	1970		7
10" Detector Check	1970		1
Subtotal			15
Other Appurtenances			
Sampling Station	1966		5
Air Release/Vacuum Release	1970		4
Blow Off	1970		8
Pressure Reducing Stations	1970		3

Notes:
Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

gpm = gallons per minute
MG = Million Gallons

AC = Asbestos Cement
CI = Cast Iron
CMLC = Cement Mortar Lined and Coated
DI = Ductile Iron

Summary of Facilities (South System)

Description	Material	Year Installed	Capacity	Quantity
Water Supply				
Well 1 Pump		1973	627 gpm	
Well 1 Casing		1973		
CENB-22		1973	3,100 gpm	
Reservoirs				
Gage Reservoir (2 MG)		1973	2 MG	
Booster Station				
Gage Booster A (50 hp)		1973	500 gpm	
Gage Booster B (100 hp)		1973	2,000 gpm	
Gage Booster C (150 hp)		1973	3,000 gpm	
Distribution Mains/Valves				
4" Main	CI	1985		964 ft
4" Main	DI	1985		71 ft
6" Main	AC	1968		1,173 ft
6" Main	CI	1984		810 ft
8" Main	AC	1960		5,867 ft
8" Main	CMLC	1960		26 ft
8" Main	CI	1960		10,698 ft
8" Main	DI	1986		2,041 ft
8" Main	PVC	1985		469 ft
10" Main	AC	1970		2,315 ft
10" Main	CI	1961		2,229 ft
10" Main	DI	1985		193 ft
12" Main	AC	1972		11,440 ft
12" Main	CI	1972		9,053 ft
12" Main	DI	1982		582 ft
12" Main	Steel	1956		190 ft
14" Main	DI	1972		2,999 ft
Subtotal				50,965 ft
Hydrants				
FH with Lateral & Valves		1969		103
Motors w/Lateral				
1.5"	1969			32
2"	1969			72
3"	1969			7
4"	1969			2
8"	1969			9
8"	1969			17
10"	1969			1
Unknown (assume 1")	1969			171
Subtotal				311
Fire Services				
1.5" Detector Check	1968			1
2" Detector Check	1969			9
4" Detector Check	1969			2
6" Detector Check	1969			14
8" Detector Check	1969			22
10" Detector Check	1969			5
Subtotal				53
Other Appurtenances				
Sampling Station				3
Air Release/Vacuum Release	1969			3
Blow Off	1969			2

Notes:
Data provided by City of Montebello ("Exhibit E To Request for Proposals to Purchase Municipal Water System")

gpm = gallons per minute
MG = Million Gallons

AC = Asbestos Cement
CI = Cast Iron
CMLC = Cement Mortar Lined and Coated
DI = Ductile Iron
PVC = Polyvinyl Chloride

Instructions for public comment at the May 27, 2020 hearing: Consistent with the Governor's Executive Order No. N-29-20 and until further notice, City Council Meetings are closed to the public and will continue to be live streamed for the public's convenience and can be watch at www.cityofmontebello.com (Click on "Live Stream"). For those interested in making public comments, you may call (323) 887-1437 on Wednesday, May 27, 2020 between 9:00 a.m. and 3:00 p.m. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has also created an email address (ccpubliccomment@cityofmontebello.com) where the public can submit public, written comments from the date of this notice until May 27, 2020. These comments will be read out loud during the hearing and submitted for the record.



**NOTICE TO CUSTOMERS OF THE CITY OF MONTEBELLO WATER SYSTEM
REGARDING THE PROPOSED SALE OF THE CITY OF MONTEBELLO
WATER SYSTEM**

On March 25, 2020, the City Council of the City of Montebello, California (the "City"), adopted its Resolution No. 20-25, setting a date for a Public Hearing at the regular meeting scheduled on May 27, 2020, at 6:30 p.m., City Council Chambers - 1600 West Beverly Montebello CA 90640, relating to the sale of the City's water system to San Gabriel Valley Water Company ("San Gabriel"). See **"Instructions for public comment at the hearing"** below consistent with the Governor's Executive Order No. N-29-20 regarding stay at home rules. A copy of Resolution No. 20-25 can be found on the City's web site at: www.cityofmontebello.com

The City provides this notice to the customers of the City's water system in accordance with Government Code Section 37420.5(a).

BACKGROUND

The City owns and operates a municipal water utility system that is located mostly within the City's boundaries in addition to a small portion located within the City of Commerce ("City's Water System"). The City's Water System provides water service to approximately 1,650 customers within that service area or about eight percent (8%) of the City's residents. The City's Water System has accumulated deficit since at least 2007, due in large part to increased costs of imported water, operations, maintenance, and necessary capital improvements. Despite substantial water rate increases totaling 75% in 2013 and 2014, and additional increases totaling 30% in 2017, further water rate increases would be needed to restore financial stability to the City's water utility and to ensure safe and reliable public water utility service.

On July 10, 2019, after obtaining offers from three (3) interested purchasers, the City Council approved the sale of the City's Water System and related assets to San Gabriel for the amount of \$15,857,000, plus a ten-year (10-year) lease of water rights valued at \$1,950,000. The City finds that public interest and convenience require conveyance of the Water System to San Gabriel due to the City's aging infrastructure which includes the Water System's critical need of capital improvements.

APPLICABLE RATES DURING THE FIRST YEAR AFTER CONSOLIDATION

Upon closing of the proposed consolidation, customers formerly served by the City's Water System shall pay the same rates as those customers already receiving water service from San Gabriel's Los Angeles County division. Those rates for customers served by a 5/8 x 3/4-inch meter and using 12 hundred cubic feet (ccf) of water are estimated to be:



**NOTICE TO CUSTOMERS OF THE CITY OF MONTEBELLO WATER SYSTEM
REGARDING THE PROPOSED SALE OF THE CITY OF MONTEBELLO
WATER SYSTEM**

	Tier 1		Tier 2		Meter Charge (\$)	Surcharges			Total Monthly Charges (\$)
	Units (Ccf)	Quantity Charge (\$/Ccf)	Units (Ccf)	Quantity Charge (\$/Ccf)		Low Income Program (\$/Ccf)	Other Amort- izations (\$/Ccf)	CPUC Fee (% of Chgs.)	
Residential	11	\$3.3369	1	\$3.8055	\$24.09	\$0.2158	\$0.0968	1.23%	\$69.20
Residential Low-Income	11	\$3.3369	1	\$3.8055	\$14.28	n/a	\$0.0968	1.23%	\$56.64
Non- Residential	12	\$3.4812	n/a	n/a	\$24.09	\$0.2158	\$0.0968	1.23%	\$70.48

By comparison, the average monthly rate for a customer currently served by the City's Water System with a 5/8 x 3/4-inch meter and using 12 ccfs is \$67.89. San Gabriel's rates may increase in the future, but only as authorized by the California Public Utilities Commission. As stated above, rates would need to increase if ownership is retained by the City in order to fund the increased cost of operations and needed capital improvements required by the City's Water System.

CONCLUSION

As noted above, the City of Montebello has scheduled a Public Hearing on May 27, 2020, at 6:30 p.m., City Council Chambers - 1600 West Beverly Montebello CA 90640, to allow residents an opportunity to provide public comment regarding the proposed sale of the City's Water System to San Gabriel. If you have any questions or comments about this sale, please contact the City of Montebello Public Works Department at (323) 887-4640.

Instructions for public comment at the hearing: Consistent with the Governor's Executive Order No. N-29-20 and until further notice, City Council Meetings are closed to the public and will continue to be live streamed for the public's convenience and can be watch at www.cityofmontebello.com (Click on "Live Stream"). For those interested in making public comments, you may call (323) 887-1437 on Wednesday, May 27, 2020 between 9:00 a.m. and 3:00 p.m. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has also created an email address (ccpubliccomment@cityofmontebello.com) where the public can submit public, written comments from the date of this notice until May 27, 2020. These comments will be read out loud during the hearing and submitted for the record.

**AGREEMENT FOR PURCHASE AND SALE
OF WATER SYSTEM ASSETS AND LEASE OF WATER RIGHTS**

By and Between

**CITY OF MONTEBELLO,
a California Municipal Corporation
("Seller")**

and

**SAN GABRIEL VALLEY WATER COMPANY,
a California Public Utility Water Company
("Purchaser")**

DATED: _____ 2020

AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS

This Agreement for the Purchase and Sale of Water Assets ("Agreement") is dated for reference purposes as of the ____ day of _____, 2020, by and between the City of Montebello, a California municipal corporation (hereafter "Seller"), and the San Gabriel Valley Water Company, a California public utility water company ("Purchaser"). Seller and Purchaser are at times referred to herein individually as a "Party" and jointly as the "Parties."

WHEREAS, Seller currently owns a potable water supply, treatment, storage, transmission and distribution system (the "**Water System**"), located in Los Angeles County, California, as further described in Exhibit A in this Agreement and which is comprised of the "Purchased Assets" defined herein and provides water service to those service areas set forth in Exhibit 2 ("**Service Areas**");

WHEREAS, Purchaser, a public utility under the jurisdiction of the California Public Utilities Commission ("CPUC"), provides public utility water service in portions of the City of Montebello and elsewhere in Los Angeles and San Bernardino Counties.

WHEREAS, Purchaser desires to acquire the Water System from Seller, and Seller desires to sell the Water System to Purchaser, for the consideration and subject to the terms and conditions set forth in this Agreement;

WHEREAS, Purchaser has, since 2013, operated and maintained the Water System under Agreement 2883 with Seller, and is willing and able to provide public utility water service to the current Water System customers pursuant to the rates, rules, and conditions set forth in Purchaser's tariff schedules filed with the CPUC and in accordance with the terms and conditions set forth in this Agreement-;

WHEREAS, all preconditions to entering this Agreement have been duly performed in accordance with applicable law, including but not limited to California Assembly Bill 2339 ("AB 2339"), amending Section 10061 of the Public Utilities Code and adding Section 37420.5 to the California Government Code;

WHEREAS, completing the sale of the Water System contemplated herein is subject to certain preconditions set forth in this Agreement and pursuant to applicable law;

WHEREAS, Seller is the owner of 386.50 acre feet of Water Rights (as such term is defined below) in the Central Basin, and Seller desires to lease such rights to Purchaser, and Purchaser desires to lease such rights from Seller, on the terms and conditions set forth in the Water Lease defined in 5(B) and which is attached hereto as Exhibit K-;

WHEREAS, Purchaser possesses adequate financial resources, and has the skill and experience, to consummate the transaction contemplated herein and operate the Water System;

WHEREAS, Purchaser recognizes the importance of operating the Water System for the general welfare of the residents of the City of Montebello and the customers of the Water System, and Purchaser's qualifications and identity are a material condition on which Seller is entering into this Agreement with Purchaser.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

The Parties agree and acknowledge that the foregoing recitals are true and correct, and hereby incorporated as a material part of this Agreement.

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.

A. Purchaser shall buy from Seller, and Seller shall sell to Purchaser, the Purchased Assets (as defined below) upon the terms and subject to the conditions set forth in this Agreement.

B. "Purchased Assets" shall include all assets, properties, and rights, both tangible and intangible, that Seller owns regarding the ownership, construction, operation or maintenance of the Water System, as such assets, properties, and rights are described as follows (cumulatively the "Purchased Assets"): Exhibit "A" - Real Property; Exhibit "B-1" - Easements and Licenses; Exhibit "C" - System Maps; Exhibit "D" - Certificates and Permits; Exhibit "E" - Contracts and Leases; Exhibit "F" - Asset Inventory; and Exhibit "G" - Equipment. The Purchased Assets shall not include the **"Water Rights"** (as defined below).

C. Purchaser is purchasing the Purchased Assets in an "As-Is" and/or "Where-Is" condition, and without any warranty(ies), with the exception of the express representations and warranties made by Seller pursuant to this Agreement.

3. LIABILITIES.

A. Assumed Liabilities. On the Closing Date (as defined below), the Purchaser shall assume and agree to discharge, to the extent such discharge is commercially reasonable, the following liabilities (the **"Assumed Liabilities"**):

- 1) All liabilities to the customers of the Water System incurred after the Closing Date, where the operative act giving rise to the liability occurred after the Closing Date;

- 2) Any liability of Purchaser under this Agreement, or any other document executed in connection with this Agreement;
- 3) Any liability of Purchaser based upon Purchaser's acts or omissions occurring after the Closing Date; and
- 4) Any liability arising from or related to the ownership, construction, and maintenance of the Water System after the Closing Date.

B. **Excluded Liabilities.** The following shall not constitute Assumed Liabilities, and shall be the sole and absolute obligation of Seller:

- 1) Any debts, liabilities, obligations, or other financial or service obligations of Seller with respect to the Water System incurred prior to the Closing Date, except as otherwise expressly assumed by Purchaser in this Agreement;
- 2) Any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever, imposed on or required by any third-party of Seller, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, regulation or otherwise, where the operative act or omission was that of or attributable to Seller for actions or omissions prior to the Closing Date; and
- 3) Seller shall remain liable for, and shall pay, perform or discharge, all such liabilities and obligations described in this paragraph (B); provided that nothing in this Agreement limits Seller's right to contest in good faith any such liabilities or obligations.

4. PURCHASE PRICE. The total consideration to be paid by Purchaser to Seller for the Purchased Assets shall be the Purchase Price, plus adjustments as set forth below in this Section.

A. Purchaser shall pay to Seller, subject to the additions and adjustments referenced in Paragraph (B) of this Section, a cash payment in the amount of FIFTEEN MILLION EIGHT HUNDRED FIFTY-SEVEN THOUSAND DOLLARS (\$15,857,000.00) (the "**Purchase Price**"). Within fifteen (15) days after the Opening of Escrow (defined in Section 12 below), Purchaser shall deposit the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) into Escrow as an earnest money deposit (together with any and all interest earned on such amount, the "**Purchase Deposit**"). The remaining balance of the Purchase Price shall be paid to Escrow no later than two (2) days prior to the Close of Escrow.

B. The Purchase Price shall include the reimbursement to Seller for any and all costs incurred in the preparation of new surveys, title insurance, and Environmental Site Assessments, as such may be required in this Agreement and/or requested by Purchaser. Seller shall deposit invoices into Escrow memorializing such costs for reimbursement as described in this subsection.

5. LEASE OF SELLER'S WATER RIGHTS.

A. Water Rights. Seller warrants and represents that it is the owner of adjudicated pumping rights in the Central Basin, in the "Allowed Pumping Allocation" amount of Three Hundred Eighty Six point Five Zero (386.50) acre feet per year (the "**Water Rights**"), under and pursuant to that certain judgement dated October 11, 1965, entered in Los Angeles Superior Court Case No. 786685 entitled *Central and West Basin Replenishment District v. Charles E. Adams, et al* and as amended and restated by the Third Amended Judgement dated December 23, 2013 ("**Judgment**").

B. Lease of Water Rights. As a material inducement to the Parties' approval of this Agreement, Seller desires to lease to Purchaser, and Purchaser desires to lease from Seller, the Water Rights on the terms and conditions set forth in the Lease of Adjudicated Pumping Rights By and Between the City of Montebello and the San Gabriel Valley Water Company dated ____, 2020, and attached as Exhibit "K" to this Agreement (the "**Water Lease**"). [UNDER REVIEW]

C. As set forth in Section 2(C)(4) of the Water Lease, Purchaser shall remit to Escrow the sum of ONE HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED TWENTY-FIVE DOLLARS (\$173,925) no later than two (2) days prior to the Close of Escrow in consideration for the first year of Lease Payments due to Seller under the terms of the Water Lease. Such Lease Payment shall be remitted to Seller at the Close of Escrow, in addition to the balance of the Purchase Price as set forth in Section 4(A) of this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. As a material inducement to Purchaser to execute this Agreement and perform its obligations hereunder, Seller represents and warrants to Purchaser, to the best of Seller's knowledge, the following:

A. Seller is a California Municipal Corporation, and its status is active under the laws of the State of California. Seller has all requisite power and authority, and has taken all requisite action necessary, subject to the conditions set for below, to: (i) enter into this Agreement, and (ii) perform all of the terms and conditions of this Agreement.

B. The City Council of the City of Montebello (the "City Council") has approved this Agreement and Water Lease in full compliance with the laws of the State of California and applicable City of Montebello municipal codes, policies and rules.

C. The Seller is a party to the Judgment and the owner of the Water Rights described in Section 5(A) of this Agreement.

D. This Agreement constitutes, and all other agreements to be executed by Seller with respect to this Agreement will constitute, when executed and delivered, valid and binding obligations of Seller, enforceable in accordance with their terms.

E. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court, regulation or rule of any governmental agency applicable to Seller or Seller's Municipal Code, nor any certificate indenture, agreement, or other instrument to which Seller is a party, or by which it is bound.

F. Seller has good and marketable title to the Real Property described in Exhibit A hereto (the "**Real Property**"). The Real Property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances, as defined this Agreement, other than those that will be satisfied or released at the Closing. At Closing, Seller shall deliver title to such Real Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances. Other than as expressly set forth in this Agreement, Seller makes no representation as to the condition of the Real Property.

G. Seller has exclusive possession, control and ownership to all Real Property and that all such real property has been identified in Exhibit "A" hereto. All parts of the Water System are located within the Real Property identified in Exhibit "A" and/or held by Seller as part of the property interests identified in Exhibit "B"(collectively, the "**Water System Property**").

H. Seller has good and marketable title to all Purchased Assets. At Closing the Purchased Assets shall be subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction, except Permitted Encumbrances related to Real Property only. Notwithstanding the foregoing, Seller shall cause all mortgages, deeds of trust, security interests in the Purchased Assets, monetary liens, and any other encumbrances securing monetary obligations affecting the Purchased Assets to be released and discharged of record as of Closing.

I. Environmental Law Compliance.

1) For purposes of this Agreement, the following terms shall be defined as follows:

a) "Environmental Law" means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or

instrumentalities of the United States, the State of California and all city, county or other local governmental and quasi-governmental agencies and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

- i. The California Water Code; the California Environmental Quality Act (CEQA); the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.); the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.); as each of the foregoing have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto and in effect as of the Closing Date, and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Water System.
 - ii. All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials (as defined below), chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes, whether solid, liquid, or gaseous in nature; and
 - iii. All requirements pertaining to the protection of the health and safety of employees or the public.
- b) "Hazardous Material(s)" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller conducts its business including, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

- c) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from the Water System Property or related to Hazardous Materials generated by the party owning the Water System Property.
- d) "Remedial Action" means all actions required to: (i) clean up, remove, or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

2) Representations. To Seller's Knowledge:

- a) Seller is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis for Seller to believe that any such liability exists, except as disclosed in Exhibit "I."
- b) Seller has obtained all permits required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation of the Water System as conducted as of the date of this Agreement.
- c) Except as identified in "Exhibit I" attached hereto, Seller has received no oral or written notice within the last three (3) years of the violations or alleged violations of Environmental Laws, applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Water System, Purchased Assets, or Water System.
- d) There is no Hazardous Material in violation of any Environmental Law located on the Water System Property, no Water System Property is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS"), or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and

there is no reasonable basis for Seller to be named in such claims or any similar action to be brought against Seller.

- e) No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller or any third party with respect to the Water System and/or the Water System Property. No Water System Property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.
- f) No Hazardous Material has been released in violation of Environmental Law at, on, or under the Water System Property.
- g) Except as provided in Exhibit "J" hereto, there are no current actions, suits or proceedings at law or in equity pending or threatened against or relating to the Seller, the Water System and/or the Water System Property before any federal, state, municipal or other court, arbitration or mediation body or panel, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Water System or any of the Purchased Assets, Water System Property or the Seller's right and ability to make and perform this Agreement; nor is the Seller aware of any facts that are likely to result in any such action, suit or proceeding. Seller is not in default with respect to any certificate, permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Water System or any of the Purchased Assets and/or Water System Property. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the Water System, the Purchased Assets and/or the Water System Property.
- h) No representation or warranty made by the Seller in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.
- i) After due consultation with Seller's engineer, contract operator, and consultants working on the Purchased Assets, Seller has no actual knowledge that Seller's use of the Water System Property is in violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning or other applicable requirements, do any of Seller's activities with respect to the Water System encroach beyond the boundaries of the Water System

Property, except as are identified in Exhibit "H" hereto. For the purposes of construing this section, "actual knowledge" constitute facts directly and personally known to [NAME OF RESPONSIBLE PARTY(IES) AT CITY], or facts which such person or persons are presumed to have received directly or personally because evidence within Seller's possession or knowledge is sufficient to engage in a reasonable inquiry into the existence of such facts Notwithstanding the foregoing, such named individuals shall have no personal liability under the terms of this Agreement.

- j) Following Closing, neither Seller nor any affiliate of Seller shall provide water within the Service Area or any property adjacent to the Service Area in competition with the Purchaser.
- k) All necessary public hearings and referenda required to authorize Purchaser's purchase of the Purchased Assets and Water System Property and Purchaser entering into this Agreement, will have been held in a manner and at the times duly required by law.
- l) Each of the foregoing representations and warranties shall be deemed to be an on-going representation and warranty. Seller shall advise Purchaser in writing if -Seller becomes aware of any matter or circumstance that would modify, make untrue or make materially misleading the representations and warranties set forth above.

7. REPRESENTATIONS AND WARRANTIES OF PURCHASER. As a material inducement to Seller to execute this Agreement and to perform its obligations hereunder, Purchaser represents and warrants to Seller, to the best of Purchaser's knowledge, as follows:

A. Purchaser has been duly organized, and is a validly existing entity formed under the laws of the State of California. Purchaser has all requisite power and authority, subject to the conditions set for below, to: (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

B. This Agreement constitutes, and all other agreements to be executed by Purchaser with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of Purchaser, enforceable in accordance with their terms.

C. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Purchaser, nor any indenture, agreement, or other instrument to which Purchaser is a party, or by which it is bound.

D. Purchaser is not relying upon any representations or warranties by Seller other than those expressly set forth in this Agreement.

E. There is no suit, legal action, administrative matter, arbitration, or other proceeding or governmental investigation process which has been served upon Purchaser or is otherwise pending or threatened against Purchaser which in any part is making a claim or defense that, if sustained, would materially and adversely affect the performance of Purchaser of this Agreement or materially and adversely interfere with the ability of Purchaser to consummate the transactions contemplated herein.

F. Following the Closing of Escrow, Purchaser shall render water service to the customers of the Water System on terms and conditions approved by the CPUC.

G. Each of the foregoing representations and warranties shall be deemed to be an on-going representation and warranty. Purchaser shall advise Seller in writing if Purchaser becomes aware of any matter or circumstance that would modify, make untrue or make materially misleading the representations and warranties set forth above.

8. ENVIRONMENTAL INDEMNITY

A. Environmental Release

- 1) Purchaser, for itself and its successors and assigns, unconditionally releases Seller from and against any and all liability to Purchaser, both known and unknown, present and future, for Environmental Damages to Purchaser arising out of any violation of Environmental Laws or the presence of Hazardous Material on, under or about the Water System Property that first occurred after the Closing (the "**Environmental Release**"). Notwithstanding the foregoing, the Environmental Release shall not apply to any claim by Purchaser that Seller breached any representation or warranty made by Seller under the terms of this Agreement.
- 2) With respect to the Environmental Release, Purchaser, after consultation with legal counsel and with full knowledge of the consequences of its actions, waives the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Purchaser's Initials: _____

B. Purchaser's Environmental Indemnity

- 1) Except in the event of a breach of Seller's representations or warranties in this Agreement, Purchaser shall indemnify, defend, and hold Seller harmless from and against all Environmental Damages arising from the presence of any Hazardous Material at, in, on, or under the Water System Property, or migrating off the Water System Property (including groundwater), if such Hazardous Material was first introduced to the Water System Property at any time after the Closing Date, including without limitation:
 - a) All claims, lawsuits, demands, obligations, investigations, penalties, fines or actions by any federal, state, or local governmental agency (collectively, "**Government Claims**") based upon Purchaser's or Seller's failure to remediate the Water System Property;
 - b) All claims, lawsuits, demands, obligations, investigations, penalties, fines or actions by owners and operators of adjacent and nearby properties or any other persons (collectively, "**Third-Party Claims**"); and
 - c) All claims, lawsuits, demands, liabilities, damages, losses or judgments for personal injury or for injury to real or personal property-
- 2) Purchaser's obligations under this Section are collectively referred to in this Agreement as "**Purchaser's Indemnity Obligations.**"

C. Seller's Environmental Indemnity

- 1) Seller shall indemnify, defend, and hold Purchaser harmless from and against all Environmental Damages arising from the presence of any Hazardous Material at, in, on, or under the Water System Property, or migrating off the Water System Property (including groundwater), if such Hazardous Material was first introduced to the Water System Property prior to the Closing Date, including without limitation:
 - a) All claims, lawsuits, demands, obligations, investigations, penalties, fines or actions by any federal, state, or local governmental agency (collectively, "**Government Claims**")

based upon Purchaser's or Seller's failure to remediate the Water System Property;

b) All claims, lawsuits, demands, obligations, investigations, penalties, fines or actions by owners and operators of adjacent and nearby properties or any other persons (collectively, "**Third-Party Claims**"); and

c) All claims, lawsuits, demands, liabilities, damages, losses or judgments for personal injury or for injury to real or personal property.

2) Seller's obligations under this Section are collectively referred to in this Agreement as "**Seller's Indemnity Obligations.**"

D. Defense of Claims. For the purposes of this subsection D., "tendering party" shall mean the Party requesting indemnification under this Section 8, and "indemnifying party" shall mean the Party providing indemnification under this Section 8. Provided that the indemnifying party accepts any tender of any reasonable expense or reasonable claim by the tendering party without any reservation, the indemnifying party shall have the right, in consultation with the tendering party, to control on behalf of the tendering party any and all negotiations, settlement discussions, investigations, testing, defenses, trials, actions, proceedings, hearings, additional remediation obligations, and other resolutions with all agencies and third parties arising out of, incidental to, or in connection with the indemnifying party's performance of either Purchaser's or Seller's Indemnity Obligations, as applicable. If the indemnifying party does not accept a tender of any reasonable expense or reasonable claim by the tendering party without reservation, except to the extent of any applicable breach of the tendering party's representation on warranties under this Agreement, the tendering party shall be entitled to engage in all such matters described in the preceding sentence on its own account, and shall be entitled to seek recovery from the indemnifying party the costs of engaging in such matters (including consultants' fees and reasonable attorneys' fees), provided the indemnifying party's denial of liability is adjudicated to be in violation of the terms hereof.

E. For purposes of this Section, "**Environmental Damages**" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material, upon, about, beneath the Water System Property or migrating or threatening to migrate to or from the Water System Property, or the existence of a violation of Environmental Laws pertaining to the Water System Property, and including without limitation:

- 1) Damages for personal injury, or injury to property or natural resources occurring upon or off the Water System Property, foreseeable or unforeseeable;
- 2) Reasonable fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other reasonable and customary costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Laws including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local government agency or otherwise expended in connection with such conditions, and including without limitation any reasonable attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;
- 3) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (2) herein.

9. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

A. At least sixty (60) days prior to the Closing, Seller shall obtain and provide to Escrow and Purchaser a current preliminary title report issued by a title company licensed to do business in the State of California, covering the Real Property, and all or a portion of the Exhibit 8-1 easements as may be designated by the Purchaser, and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in an amount equal to, [approximate value of Real Property and insurable easements; amount to be determined] (\$_____). The cost of the preliminary title report and title insurance policy shall be borne by Seller but shall be reimbursed to Seller as part of the Purchase Price pursuant to Section 4(B). As of Closing, the title company shall be irrevocably committed to issuing a CLTA Owner's Policy of Title Insurance, reflecting title to the Real Property to be marketable and insurable, except for the Permitted Encumbrances.

B. Purchaser shall notify Seller in writing no more than thirty (30) days after receipt of the preliminary title report of any alleged defect in Seller's title to the Real Property, other than the Permitted Encumbrances (such written notice to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to or use of the Real Property other than the Permitted Encumbrances), which may adversely affect Purchaser's use and occupancy, or ability to obtain commercially-available financing. Except for Monetary Liens, any objections to title to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser, and Purchaser shall not be entitled to any damages or other remedies. Seller shall have thirty (30) days after receipt of Purchaser's notice to eliminate the objections to title set forth in Purchaser's notice. If Seller fails to deliver title as herein provided, then Purchaser may:

- 1) Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or
- 2) Reject title and terminate this Agreement with no further liability of either party to the other.

C. Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that: (i) may be satisfied with a payment of money and Seller advises Purchaser that Seller elects to do so by paying same at or prior to the Closing Date; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises Purchaser that Seller elects to do so at or prior to Closing; or (iii) the title insurance company issuing the preliminary title report affirmatively insures-over through issuance of an endorsement in form and substance satisfactory to Purchaser in its commercially reasonable judgment.

D. Seller shall provide a copy of any detailed survey of the Real Property (as well as any parcel upon which a well is located), that Seller has procured in the twenty four (24) months prior to this Agreement which shall identify all structures located on such parcels and any encroachments thereon or therefrom. Purchaser shall have the right, but not the obligation, to require Seller to update any survey, or request a new survey on the Real Property or well site. Costs incurred by Seller to update a survey or procure a new survey shall be reimbursed by Purchaser pursuant to Section 4(B) herein.

E. As herein, "**Permitted Encumbrances**" include the following:

- 1) All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.
- 2) Easements and restrictions of record which do not impair or restrict the use of the Real Property, the operation of the Water System or the ability of Purchaser to obtain commercially reasonable financing thereon.
- 3) Any drainage canal, mineral, road, or other reservation of record in favor of the State of California or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall impair or restrict the use of the Real Property, the operation of the Water System, or the ability of Purchaser to obtain commercially reasonable financing thereon.
- 4) Any lien, or right to lien, for services, labor or material, mortgage or other similar obligation that will be satisfied or discharged at or prior to Closing.

10. CONDITIONS PRECEDENT TO CLOSING. The obligations of each Party to close the transaction contemplated by this Agreement are subject to satisfaction of each of the following conditions at or before the Closing Date:

A. Conditions Precedent for Purchaser and Seller:

- 1) Notwithstanding any provision of this Agreement to the contrary, the obligation of Purchaser to consummate the transactions provided for in this Agreement is subject to and conditioned upon CPUC authorization of Purchaser's acquisition of the Water System Assets under the terms and conditions of this Agreement in a final non-appealable order that Purchaser determines in its reasonable discretion, does not contain findings, terms or conditions that materially, adversely affect valuation (including the Purchase Price determination) or Purchaser's ability to consummate the transaction or operate the Water System ("CPUC Authorization").
- 2) Neither Party is prohibited by decree or law from consummating the transaction.
- 3) There is not pending, on the Closing Date, any legal action or proceeding that would: (i) prohibit the acquisition or sale of the Purchased Assets and/or Water System Property; (ii) prohibit Purchaser or Seller from closing the transaction or Purchaser from paying the Purchase Price; or (iii) inhibit or restrict in any manner Purchaser's use, title, or enjoyment of the Purchased Assets and/or Water System Property.
- 4) Each of the other Parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.
- 5) There has been no material adverse change in the physical condition of the Purchased Assets and/or Water System Property. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Purchased Assets and/or Water System Property that materially reduces: (1) their value in the aggregate; or (2) the ability to operate the Water System as operated by Seller prior to the Closing Date.
- 6) All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
- 7) All of the legal prerequisites to Seller's sale of the Purchased Assets and Water System Property to Purchaser have been satisfied, including but not limited to those set forth in California's Public Utilities Code.

- 8) The sale of the Purchased Assets and Water System Property by Seller to Purchaser is approved as required by AB 2339 adding Section 37420.5 of the Government Code and amending Section 10061 of the Public Utilities Code.

B. Conditions Precedent for Seller's obligation to close include Purchaser's satisfaction of each of the following conditions at or before the Closing, or at or before such other time as provided by law:

- 1) Purchaser has satisfied or caused to be satisfied all of the legal prerequisites to Purchaser's purchase of the Water System from Seller, including but not limited to CPUC Authorization to extend public utility service to those areas formerly served by Seller's Water System, and all other requirements set forth in AB 2339 adding Government Code Section 37420.5 and amending the California's Public Utilities Code Section 10061 .
- 2) Purchaser has made the requisite Deposits into Escrow, as otherwise set forth in this Agreement.

C. The conditions precedent to Purchaser's obligation to close include Seller's satisfaction of each of following conditions at or before the Closing:

- 1) Seller provides to Purchaser an appraisal of the fair market value of the Water System in such form and content as may be required to satisfy applicable California statutes and California Public Utilities Commission rules; which shall evidence a market value sufficient to acquire the Water System.
- 2) Seller's City Council approves the sale of the Purchased Assets and Water System Property by a four-fifths vote.
- 3) Seller's City Council adopts a resolution approving the form and content of this Agreement pursuant to the requirements under AB 2339 (P.U.C. § 10061 and Gov. Code § 37420.5).

11. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing Date, the Parties covenant to each other, and shall conduct themselves, as follows:

A. During the period between execution of this Agreement and the Closing Date, Seller shall:

- 1) Operate and maintain the Water System and Purchased Assets in a normal and ordinary manner to ensure that the condition of the Water System and the Purchased Assets remain in all material respects unchanged, normal wear and tear and usage excepted, and the inventory on hand shall not be diminished or depleted, other than in the ordinary course of business; provided that the Parties expressly recognize and agree that Purchaser shall

be obligated to continue to perform its obligations and responsibilities under the Operations Agreement;

- 2) Promptly notify Purchaser of any notification received by Seller from any person, business, or agency of any existing or potential Environmental Law violation;
- 3) Provide Purchaser, or its designated agent(s), with unrestricted access to the business premises, Water System, Purchased Assets, Seller's customer and operations books and records, employees, agents, or representatives, on reasonable advance notice (one [1] business day) and during business hours; and
- 4) Promptly notify Purchaser of any event, activity or occurrence that has, or may have, a material adverse effect upon the Purchased Assets, the Water System Property or this transaction.

B. During the period between execution hereof and Closing, Seller shall not:

- 1) Enter into any contract, oral or written, relating to the Water System, Water System Property or Purchased Assets without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed;
- 2) Without the prior written consent of Purchaser, which shall not be unreasonably withheld, enter into any new Developer Agreements or modify any existing developer agreements, leases, licenses, or contracts that may impact the Service Area and/or the number of service connections. Copies of any new or modified developer agreements, leases, licenses, or contracts shall be promptly delivered to Purchaser and shall not be signed by Seller without prior written consent from Purchaser.

C. Seller shall maintain its existing levels of insurance on the Purchased Assets and Water System and the risk of any loss shall remain with Seller through the Closing Date.

D. Within thirty (30) days of executing this Agreement, Purchaser shall obtain, at no cost to Seller, a Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase II ESA if Purchaser determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property and, if desired by Purchaser, the additional parcels included within the Water System Property. If such ESA discloses the presence of any Hazardous Material, Purchaser shall notify Seller within ten (10) business days of receipt of such ESA, and Seller shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Seller's failure to perform such cleanup and remediation, prior to the Closing Date, Purchaser may elect to either: (i) terminate this Agreement, in which event

neither Party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

E. Purchaser is relying upon its own due diligence investigation in entering into this Agreement. The Purchaser shall have until sixty (60) days after Seller has provided all of the documents requested by Purchaser to complete, at Purchaser's expense, financial, legal, engineering and operational due diligence investigations of the Purchased Assets and Water System Property. Based upon the results of such due diligence investigations, Purchaser shall have the right to terminate this Agreement for any defects or problems revealed by such due diligence. Purchaser shall provide Seller with written notice of termination within ten (10) days of completion of such due diligence. During this period, Seller shall provide Purchaser and its representatives access to all Purchased Assets and Water System Property as set forth in this Agreement.

12. ESCROW.

A. Opening of Escrow

- 1) Seller and Purchaser agree to open an escrow (the "**Escrow**") for this transaction with _____, ("**Escrow Agent**") within fifteen (15) business days after the full execution of this Agreement, and/or the Seller's adoption of the Resolution described in Section 10(C), whichever, whichever last occurs.
- 2) If the Escrow is not opened within such fifteen (15) business days, this Agreement shall automatically terminate, unless the time is extended in writing by mutual agreement of Seller and Purchaser.
- 3) This Agreement shall constitute the joint escrow instructions between the Seller and Purchaser, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of the escrow (the "**Opening of Escrow**"). The Seller and Purchaser shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent is hereby empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section in writing delivered to Seller and to Purchaser within five (5) business days after the Opening of the Escrow, shall carry out its duties as Escrow Agent hereunder. In the event of any inconsistency between any escrow instructions and this Agreement, this Agreement shall control, notwithstanding that either Party may have intentionally or inadvertently executed such inconsistent instructions.

- B. Close of Escrow. The "**Close of Escrow**" or the "**Closing**" shall be not later than ninety (90) days after CPUC Authorization of the sale of the Water System pursuant to the provisions of AB 2339 (Gov. Code § 37420.5). The Escrow may be extended for any periods of time with the mutual written agreement of the Seller and

Purchaser, delivered to Escrow. The Seller and Purchaser agree to deliver all documents necessary for the conveyance of title in conformity with this Agreement.

C. Purchaser's Deposits in Escrow. Purchaser shall pay/deliver into Escrow, to the Escrow Agent, the following fees, charges and costs and documents at the time they are required to place the Escrow in a condition to close:

- 1) One half ($\frac{1}{2}$) of the escrow fee;
- 2) One half ($\frac{1}{2}$) of the recording fees;
- 3) One half ($\frac{1}{2}$) of the notary fees;
- 4) The Purchaser's Deposit;
- 5) The balance of the Purchase Price as contemplated in Section 4;
- 6) Ninety percent (90%) of the value of Seller's accounts receivable for monthly water and wastewater services, net any credit balances as of Closing;
- 7) Certificates described in Section 12(B); and
- 8) The Lease Payment described in Section 5(C).

D. Seller's Deposits in Escrow. The Seller shall pay into Escrow, to the Escrow Agent, the following fees, charges and costs and documents at the time they are required to place the Escrow in a condition to close:

- 1) One half ($\frac{1}{2}$) of the escrow fee;
- 2) One half ($\frac{1}{2}$) of the recording fees;
- 3) One half ($\frac{1}{2}$) of the notary fees;
- 4) Ad Valorem taxes, if any, upon the Real Property;
- 5) The premium for the Title Insurance Policy on the Real Property. Purchaser may obtain extended coverage title insurance (or endorsements other than those required to remove title defects) at the cost of Purchaser;
- 6) Costs necessary to place the title to the Real Property in condition for conveyance required by the provisions of this Agreement, including the cost of applicable title endorsements;

- 7) Grant Deeds for the Real Property and the costs of drawing the deeds;
- 8) Grant Deeds or Assignments for the property interests described in Exhibit 8;
- 9) Listing of accounts by customer and individual amounts for bills rendered in the ordinance course of business as of the Closing;
- 10) Certificates described in Section 12(B);
- 11) Bill of sale for Purchased Assets;
- 12) Invoices for the recovery of reimbursable costs as described in Section 4(C);
- 13) Resolution of Seller's City Council approving the sale of the Water System pursuant to the provisions of AB 2339 (Gov. Code § 37420.5);
- 14) Resolution of Seller's City Council approving the final form and content of this Agreement; and
- 15) Any state, county, or city documentary stamps or transfer tax.

E. Escrow Instructions

- 1) The Escrow Agent is authorized to:
 - a) Pay and charge Purchaser and Seller for any fees, charges and costs payable under this Agreement. Before such payments are made, the Escrow Agent shall notify Seller and Purchaser of such fees, charges and costs. Seller and Purchaser will close escrow in accordance this Section unless an earlier or later date or termination of this Agreement is mutually agreed upon in writing by each of the Parties to this Agreement.
 - b) Disburse funds and record and deliver the deeds, and other documents to the Parties entitled thereto, when the conditions of the Escrow have been fulfilled by Seller and Purchaser. The Purchase Price shall not be disbursed by the Escrow Agent unless and until it has recorded the applicable deeds and assignments and has delivered to the appropriate party a title insurance policy insuring title, acceptable to Purchaser, and conforming to the requirements of this Agreement.

- c) Record the grant deed(s) and/or assignments for the Real Property and property interests described in Exhibit "B," and each of them, and any instrument delivered through this Escrow, if necessary or proper to vest the appropriate title in the Water System Property in Purchaser including without limitation the bill of sale, in accordance with the terms and provisions of this Agreement.
- 2) All funds received into Escrow shall be deposited in an interest-bearing account by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other such general escrow account or accounts. All disbursements shall be made on the basis of a thirty-day (30-day) month.
- 3) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Seller and Purchaser, or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.
- 4) Any amendment of these escrow instructions shall be in writing and signed by both Seller and Purchaser. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.
- 5) All communication from the Escrow Agent to the Seller or Purchaser shall be directed to the addressees in the manner established in this Agreement.

13. TERMINATION OF AGREEMENT.

A. This Agreement may be terminated: (i) by mutual written consent of the Parties, (ii) by either Party if the transactions contemplated hereby have not closed by _____, 2020, unless extended by the mutual consent of the Parties, or (iii) as provided in paragraphs (B) through (E) below.

B. If the City Council finds that protests against the transaction contemplated herein have been filed by at least ten percent (10%) of interested persons (as defined below), no sale shall be authorized unless approved by a majority of the City's registered voters voting on the issue. (Gov. Code Sections 37420.5(a)(8)(C)(i) and 37427). If the transaction contemplated herein is not then approved by a majority of voters, this Agreement shall automatically terminate and shall be of no further force of effect, and neither Party shall have any right to recover against the other.

- a) For purposes of this Agreement, "interested person" means a person who is a resident of the City. (Gov. Code Section 37420.5).

C. If the City Council finds that fifty (50%) or more of interested persons protest the transaction contemplated herein, the Seller will be deemed to lack the authority to continue with the sale of the Water Systems until one (1) year passes and all the requirements under Gov. Code Section 37420.5 are met again, including the adoption of a new resolution by the City Council. (Gov. Code 37420.5(a)(8)(C)(ii)). Events triggered under this Subsection will cause this Agreement to automatically terminate and shall be of no further force of effect, and neither Party shall have any right to recovery against the other.

D. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

- 1) The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of Seller set forth in this Agreement.
- 2) Any material breach of this Agreement by Seller, including, but not limited to, a material breach of any representation or warranty, if such breach is curable and Seller has not cured such breach within thirty (30) days after notice from Purchaser; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended by Purchaser.

E. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

- 1) The failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any covenant of Purchaser set forth in this Agreement.
- 2) Any material breach of this Agreement by Purchaser, including, but not limited to, a material breach of any representation or warranty, if Purchaser has not cured such breach within thirty (30) days after notice from Seller, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller.

F. Upon the occurrence of any of the bases for termination of this Agreement, the Party seeking to terminate this Agreement shall provide written notice of its termination of this Agreement to the other by delivering the same as provided in Section 13(D) and (E).

G. Upon the termination of this Agreement, the following shall occur:

- 1) To the extent permitted by California law, Escrow Agent shall return to each Party their respective deposits into Escrow, including all copies and originals of documents, in its possession, custody, or control. Each Party, its agents

and consultants, shall treat any information previously received as confidential, and shall not disclose or use such information, unless otherwise required by law.

- 2) Except as otherwise set forth in this Agreement, each party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.
- 3) In the event the termination occurs as set forth in Section 10(A), 10(B), or 10(C), this Agreement shall forthwith become void and there shall be no liability on the part of Purchaser or Seller, or their respective Council members, members, managers, officers or directors.

14. CLOSING DATE AND CLOSING.

A. This transaction shall close on or before January 1, 2021, at a location mutually acceptable to both Parties. As used in this Agreement, the term "Closing Date" shall mean 12:00 a.m. (midnight) on the date that this transaction is closed.

B. At Closing:

- 1) Purchaser shall pay the Purchase Price, subject to any adjustment as provided for in this Agreement, and the Lease Payment, two (2) days prior to the Close of Escrow.
- 2) Title to the Real Property shall be conveyed to Purchaser by Grant Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the Water System Property exclusive of the Real Property shall be conveyed to Purchaser by Assignment of Easements, Quit Claim Deed or other recordable instrument, free of all claims, liens or encumbrances whatsoever, other than applicable Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever. Seller shall further provide to Purchaser such other instruments of conveyance as shall be, in the reasonable opinion of Purchaser and its counsel, necessary to transfer the Water System Property and Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.
- 3) Seller and Purchaser shall enter into separate Assignment and Assumption Agreements with respect to agreements which Purchaser agrees to assume from the Contracts and Leases identified in Exhibit "E".

- 4) Real property and personal property taxes on the Purchased Assets and Water System Property, and any other applicable taxes, shall be prorated as of the Closing Date, and Seller shall be required to pay its pro rata share at Closing, if any. All other taxes, assessments and regulatory assessment fees accrued or owed by Seller as of the date of Closing with respect to the Water System, Water System Property and Purchased Assets shall remain the obligation of Seller. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Water System, Water System Property and Purchased Assets, if any, shall be the obligation of Purchaser.
- 5) Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to the Water System Property to Purchaser shall be paid for by the Seller, but shall be reimbursed to Seller pursuant to Section 4(B).
- 6) In addition to payment of the Purchase Price, Seller shall receive payment for ninety percent (90%) of its accounts receivable (less than sixty (60) days old) for water service, net of any credit balances as of the Closing Date. Purchaser shall furnish to Seller, ten (10) days prior to Closing, a listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water services rendered but not yet billed as of the Closing Date shall be rendered to Seller three (3) days prior to Closing. Upon approval and acceptance by Seller and Purchaser, ninety percent (90%) of such unbilled revenue shall be a credit (payment) to Seller on the Closing Statement. Purchaser shall be entitled to final pro-rated payment of services rendered under the October 1, 2013 Operating Agreement 2883 (Agreement File No. 2883), and all revenues collected and derived from the operation of the Water System after Closing.
- 7) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.
- 8) Each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement, and any documents associated with the Closing.
- 9) All bills of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation and maintenance of the Water System prior to Closing, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by

Seller. Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing.

10) Purchaser shall assume the liability for customer deposits, and Seller shall, by electronic transfer, assign and transfer to Purchaser all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits through Closing.

11) Each Party shall deliver to Escrow a certificate stating that:

- a) The Party is not prohibited by decree or law from consummating the transaction contemplated hereby.
- b) There is not pending, on the Closing Date, any legal action or proceeding that hinders the ability of either Party to close the transaction.
- c) All warranties and representations of such Party contained in this Agreement are true and correct in all material respects as of the Closing Date.

15. POST CLOSING COOPERATION.

A. Seller and Purchaser shall, after the Closing Date, upon reasonable request of the other Party and at no **out-of-pocket** cost to the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the Parties arising from this Agreement, and to permit Purchaser to operate and maintain the Water System in the manner operated by Seller at the time of Closing.

B. Each of the Parties hereto shall provide the other with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or other proceeding relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. Subject to the provisions of paragraph (E) below, each Party shall retain and provide the other with any records or information that may be relevant to such return, audit or examination, proceedings or determination. The Party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

C. Seller agrees to provide reasonable assistance to the Purchaser to transition the administration (including customer services and accounting functions) and operation of the Water System, Water System Property and Purchased Assets for a period of one hundred

twenty (120) days after the Closing Date. Purchaser shall reimburse Seller for reasonable out-of-pocket costs or expenses, without markup, incurred for any services provided under this subparagraph.

D. The respective representations and warranties of the Parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year (1 year) from the Closing Date, and thereafter shall terminate.

E. At Closing, Seller shall forever waive any claim or right to compensation or damages of any kind against Purchaser which relates to any encroachment, damage or encumbrance of any nature, type or kind that existed on the Closing Date and affecting property of Seller located contiguous to the Real Property as may result at any time in the future from the operation of the Water System by Purchaser.

16. COOPERATIVE DEFENSE AND DAMAGES WAIVER.

In the event any third-party files a legal challenge to this Agreement, the process by which Purchaser was selected by Seller to purchase the Water System, or matters relating to the sale process and requirements outlined in the Government Code or Public Utilities Code, the Parties agree to work cooperatively and in good faith towards resolution or defense of such legal challenge, and, to the extent a Party elects to participate in the resulting legal proceeding, each Party shall bear their own costs and attorneys' fees incurred in such participation. In no event shall either Party have any right, claim, or cause of action against the other Party related to or arising from a third-party legal challenge pertaining to the matters covered in this Section, regardless of whether or not such legal challenge is successful; further, even if such legal challenge is successful, neither Party shall be entitled to recover damages, costs, expenses, or any other legal or equitable relief related to or arising from the success of such legal challenge. The Parties hereby expressly acknowledge and agree that this Agreement, the process by which Purchaser was selected by Seller to purchase the Water System, and all matters relating to sale process and requirements outlined in the Government Code or Public Utilities Code, have been duly performed in accordance with applicable law(s), and neither Party shall have any right, claim, cause of action, or be entitled to any legal or equitable relief whatsoever against the other Party in the event a court of competent jurisdiction finds, holds, or resolves otherwise, or if formal resolution of any legal challenge to such matters results in the invalidation of any such matter(s).

17. CITY AND OTHER GOVERNMENTAL PERMITS.

A. Except for Seller's responsibilities under this Agreement, before commencement of the operation of the Water System, including but not limited to maintenance and/or capital improvements thereto, the Purchaser shall, at its own expense, secure or cause to be secured any normal permits which may be required by the City or any other governmental agency

affected by such operations or work. Seller shall provide appropriate assistance to Purchaser in securing these permits.

B. Purchaser shall carry out the operation of the Water System, including but not limited to maintenance and/or capital improvements thereto in conformity with all applicable federal, state or local laws, rules or standards; provided, however, Purchaser and its contractors, successors, assigns and transferees, and lessees are not waiving their rights to contest any such laws, rules or standards.

18. MISCELLANEOUS PROVISIONS.

A. Incorporation.

- 1) The entire agreement between the Parties relating to the transaction contemplated herein shall consist of this Agreement, and the following materials (cumulatively the "Agreement Documents") each of which are expressly incorporated fully herein: the attached Exhibits; Purchaser's Proposal to Purchase City of Montebello Water System Assets and Lease of Water Rights, dated April 22, 2019; and City of Montebello Request For Proposals No. 17-4, each of which are hereby expressly incorporated into this Agreement in their entirety. In the event of an actual conflict between the terms of this Agreement and the terms of the Agreement Documents, the terms of this Agreement shall control, with precedence given to the terms of the Agreement Documents in the following order: the attached Exhibits; Purchaser's Proposal to Purchase City of Montebello Water System Assets and Lease of Water Rights, dated April 22, 2019; and City of Montebello Request For Proposals No. 17-4.
- 2) This Agreement and the Agreement Documents, collectively embody the entire agreement and understandings between the Parties, and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

B. California Public Utilities Commission Jurisdiction.

1. CPUC Notice. Within fifteen (15) days after Closing, Seller shall prepare, and the Purchaser and Seller will jointly submit, a notice of transfer of the system to the CPUC. Seller shall file reports, if any, required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through the date of Closing. Copies of the Order(s) of the CPUC acknowledging sale of the system to Purchaser shall be promptly provided to Seller upon Purchaser's receipt thereof.

2. CPUC Modifications. This Agreement shall at all times be subject to such changes or modifications by the CPUC as the CPUC may, from time to time, order in the exercise of its jurisdiction.

C. Notice.

- 1) Any notice or other document required or allowed to be given pursuant to this Agreement by either Party to the other shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered to:

CITY OF MONTEBELLO
ATTN: Rene Bobadilla, City Manager
1600 W. Beverly Blvd.
Montebello, CA 90640

If to Purchase, such notice shall be delivered to:

SAN GABRIEL VALLEY WATER
COMPANY
ATTN: Robert W. Nicholson,
President
11142 Garvey Avenue
El Monte, CA 91733

With a copy to:

ALVAREZ-GLASMAN & COLVIN
ATTN: Arnold M. Alvarez-Glasman
13181 Crossroads Pkwy North –
Suite 400
City of Industry, CA 91746

SAN GABRIEL VALLEY WATER
COMPANY
ATTN: Timothy J. Ryan, General
Counsel
11142 Garvey Avenue.
El Monte, CA 9733

- 2) Notices shall be effective upon receipt or failure to accept delivery, electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Pacific Daylight Time (“PDT”) on a business day. If received after 4:00 p.m. PDT, such transmission shall be deemed received on the next business day.

D. Headings. The headings used are for convenience only, and they shall be disregarded in the construction of this Agreement.

E. Conflict of Interest. No member, official or employee of the Seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of Seller shall be personally liable to Purchaser, or any successor in interest, in the event of any default or breach by Seller, or for

any amount which may become due to Purchaser or successor or on any obligations under the terms of this Agreement. Purchaser warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

F. Non-Discrimination. There shall be no discrimination against or segregation of any person, a group of persons, on account of race, color, religion, marital status, disability, age, national origin or ancestry in the construction, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Site, nor shall the Purchaser itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site.

G. Remedies Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

H. Drafting Presumptions. The drafting of this Agreement was a joint effort of the Parties, and in the interpretation hereof, it shall be assumed that no Party had any more input or influence than any other.

I. Third-Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto, and except as provided in this Agreement, no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third-party (other than successors and assigns), who or which is not a formal party hereto.

J. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

K. Amendment. This Agreement may be amended or modified only if executed in writing and with the same formality as the original.

L. Governing Law / Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California. Any action brought to interpret or enforce the terms of this Agreement shall be brought in the Superior Court for the County of Los Angeles.

M. Construction. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a provision contained under one heading may be

considered to be equally applicable under another heading in the interpretation of this Agreement.

- N. Assignment. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns.
- O. Knowledge Defined. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter if such individual has actual awareness of such fact or matter, or a prudent individual could be expected to discover or otherwise become aware thereof in the ordinary course of conducting their business.
- P. Attorney's Fees. In any action between the Parties to interpret, enforce, reform, modify, rescind, or otherwise dispute any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief, or any other relief to which it might be entitled, reasonable costs and expenses including, without limitation, litigation costs, expert fees and reasonable attorneys' fees.
- Q. No Personal Liability. Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of Purchaser or Seller in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of Purchaser or Seller, or of any incorporator, member, director, trustee, officer, employee or agent of any successor to Purchaser or Seller, in any such Person's individual capacity, and no such Person, in an individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the Purchase Price or for any claim based hereon or on any such stipulation, covenant, agreement, or obligation, against any such Person, in an individual capacity, either directly or through Purchaser or Seller or any successor to Purchaser or Seller, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such Person, in an individual capacity, is hereby expressly waived and released. All references to Purchaser in this paragraph shall be deemed to include Purchaser, board members, governing body, officers, employees, attorneys, contractors and agents. The provisions of this Section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, for themselves, their heirs, executors, administrators, successors and assigns, have caused this Agreement to be executed by their duly authorized representative herein below.

CITY OF MONTEBELLO

SAN GABRIEL VALLEY WATER COMPANY

("Seller")

Salvador Melendez, Mayor

Date: _____

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

("Purchaser")

Title: _____ -
Robert W. Nicholson, President

Date: _____

ATTEST:

APPROVED AS TO FORM

Alejandro R. Reyes, Assistant General
Counsel

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve an Energy Savings Performance Contract with ABM Building Solutions, LLC**

DATE: May 27, 2020

RECOMMENDATIONS

It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving an Energy Savings Performance Contract (ESPC) with ABM Building Solutions LLC (ABM) for the construction of energy conservation measures; and
2. Adopt a Resolution approving certain findings for energy related improvements to City facilities; and
3. Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND

In September 2019, the City authorized ABM to perform an initial no-cost/no-obligation audit of City owned buildings and facilities to conduct a survey of energy consumption and infrastructure improvements. The facilities selected for the first phase were selected based on urgent need for replacement of critical infrastructure, such as roofing, Heating Ventilation and Air Conditioning (HVAC) equipment and other operational needs.

On January 22, 2020, City Council approved a Resolution allowing ABM to proceed with an Investment Grade Audit (IGA). The purpose of the IGA was to further identify, evaluate and present a recommended package of measures with associated efficiency savings and projected costs. Staff worked extensively with ABM to identify a scope of

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APPROVE AN ENERGY EFFICIENCY SERVICES CONTRACT WITH ABM BUILDING SOLUTIONS, LLC

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work that combined cost-effective savings with the capital needs, such as the roof replacement and HVAC equipment replacement. These two (2) capital needs were the focus of the project due to ongoing problems and emergency repairs that have continued to increase in cost. Addressing these needs simultaneously will minimize operational disruption to City staff and streamline the overall implementation process, in accordance with Government Code Section 4217.10 et seq. This Chapter of the Government Code authorizes public agencies to solicit proposals from qualified firms and award a contract based on experience, the type of technology utilized, cost and any other relevant considerations, provided that the projects deliver net cost savings to the City.

Staff chose to pursue this “design/build” approach as a way to access outside expertise and to allow the project to leverage on-going operating cost savings to fund capital improvements at critical City buildings. For this reason, staff is recommending the approval of an agreement for the engineering, system design, fabrication and installation of the scope of work and an agreement for the related support services (together they make the Energy Savings Performance Contract [ESPC]).

ABM is a member of the National Association of Energy Savings Corporations, is a preapproved Energy Savings Company for the California Department of General Services, California Department of Corrections and the Government Services Administration (GSA). ABM is also on the Federal Department of Energy’s Qualified List of Energy Services Companies.

ANALYSIS

The finalized work scope consists of the following upgrades:

- City Hall
 - o HVAC – Replace all HVAC equipment; add HVAC system to lobby; replace HVAC controls
 - o Lighting – Interior and exterior Light Emitting Diode (LED) lighting upgrades
- Police Station
 - o HVAC – Replace all HVAC equipment; replace boiler; replace building controls
 - o Roofing – Full roof replacement
 - o Lighting – Interior and exterior LED lighting upgrades
- Fire Station 55
 - o HVAC – Replace all HVAC equipment; replace building controls
 - o Roofing – Full roof replacement
 - o Lighting – Interior and exterior LED lighting upgrades

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APPROVE AN ENERGY EFFICIENCY SERVICES CONTRACT WITH ABM BUILDING SOLUTIONS, LLC

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- Holifield Community Center
 - o HVAC – Replace all HVAC equipment; replace building controls
 - o Roofing – Full roof replacement
 - o Lighting – Interior and exterior LED lighting upgrades
- Transit Department
 - o Lighting – Interior and exterior LED lighting upgrades
- Fire Station 56
 - o Lighting – Interior and exterior LED lighting upgrades
- Fire Station 57
 - o Lighting – Interior and exterior LED lighting upgrades
- Senior Center
 - o Lighting – Interior and exterior LED lighting upgrades
- Youth Center
 - o Lighting – Interior and exterior LED lighting upgrades
- Golf Course
 - o Lighting – Interior and exterior LED lighting upgrades
- Montebello City Park
 - o Lighting – Interior and exterior LED lighting upgrades
- Adobe House
 - o Lighting – Interior and exterior LED lighting upgrades

In total, over 4,000 light fixtures would be replaced and upgraded to Light Emitting Diode (LED) technology.

For this scope of work, the Total Firm-Fixed Price is six million five hundred thousand dollars and zero cents (\$6,500,000). This price is inclusive of all aspects of the project including engineering, design, equipment purchasing, labor, taxes, permits, staff training, and all other support services associated with construction and implementation of the energy upgrades.

ABM's policy on firm-fixed pricing is such as this is a final price, with a guarantee of no change orders. The scope of work would result in a projected 25% in savings resulting from energy conservation measures and the projects would pay for themselves over the life of the financing. Further, ABM fully guarantees the projects' energy savings including an annual 4% escalation in energy costs.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

APPROVE AN ENERGY EFFICIENCY SERVICES CONTRACT WITH ABM BUILDING SOLUTIONS, LLC

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Under California Government Code Section 4217.12(a)(1), the City may enter into an energy services contract and any necessarily related ground lease on terms that the City Council determines are in the best interests of the City if the determination is made at a regularly scheduled public hearing, public notice of which is given at least two (2) weeks in advance, and provided that the City Council finds: that, "...the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases."

The results of the IGA has concluded that the total cost of the energy efficiency upgrades provided under the proposed contract will be less than the anticipated cost of electricity that would have been consumed in the absence of the project. The IGA also factors in the deferred capital savings for the projects in the finalized scope of work and avoided maintenance and operational costs.

The proposed ESPC is contingent on the City finalizing the required financing. In short, if the proposed ESPC is approved by the City Council, and financing is not secured, the City may opt to declare the ESPC null and void. The City Council will be asked to consider the financing component of the project as a separate item on tonight's agenda as required by Government Code Section 4217.13.

FISCAL IMPACT

All costs associated with engineering, pre-construction activities, project development, and estimating costs of the IGA shall be incorporated into the Total Firm-Fixed Price of six million five hundred thousand dollars and zero cents (\$6,500,000). The cost of the efficiency upgrades will be more than offset by the reduction in operating costs, capital project funding and energy conservation. The project will be funded by a financed municipal loan with a fifteen (15) year term. The financing aspect of this project is also being considered by City Council at tonight's meeting (also a Public Hearing, as required by Government Code). Details of the financing and annual cost are included in that separate agenda report.

SUMMARY

That the City Council approve an Energy Savings Performance Contract (ESPC) Agreement with ABM Building Solutions LLC (ABM) for the construction of energy conservation measures, adopt a Resolution approving certain findings for energy related improvements to City facilities, and authorize the City Manager to execute an agreement on behalf of the City.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020
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ATTACHMENTS

Resolution
Investment Grade Audit
Proof of Publication
Energy Savings Performance Contract

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE EXECUTION OF AN ENERGY SERVICES CONTRACT WITH ABM BUILDING SOLUTIONS LLC REGARDING THE CONSTRUCTION OF ENERGY CONSERVATION MEASURES

WHEREAS, the City's intent to address long-standing capital improvement needs and reduce energy and operating costs in municipal operations; and

WHEREAS, the City agreed with ABM Building Solutions LLC (ABM) to perform an energy/operational audit and to develop a proposed project for cost-effective energy and operating savings in City facilities.

WHEREAS, ABM and City staff have formulated a proposed scope of services that includes Roofing replacement, HVAC equipment replacement, and exterior and interior LED lighting efficiency upgrades at numerous City facilities; and

WHEREAS, the cost of these energy conservation measures (ECMs) is determined to be six million five hundred thousand dollars and zero cents (\$6,500,000) to be financed by a fifteen-year (15-year) municipal loan; and

WHEREAS, Staff estimates that the City will realize annual savings exceeding two hundred sixty thousand dollars and zero cents (\$260,000) during the financing period; a net savings over the lifetime of the measures (which ranges from 10-25 years depending on the measure) is estimated at over \$10 million; and

WHEREAS, under California Government Code Section 4217.12(a), the City may enter into an energy services contract on terms that the City Council determines are in the best interests of the City, and provided that the Council finds that the anticipated cost to the City for the proposed energy efficiency upgrades will be less than the anticipated cost in the absence of the project; and

WHEREAS, staff has concluded that the total cost of the energy efficiency upgrades provided under the proposed contract will be less than the anticipated cost of electricity that would have been consumed in the absence of the project.

NOW, THEREFORE, the City Council of the City of Montebello hereby resolves as follows:

SECTION 1. RECITALS. The recitals hereto are true and correct and by this reference incorporated herein.

SECTION 2. FINDINGS. The City Council hereby finds that:

- The proposed project is in the best interest of the City because it would significantly improve the energy and operational efficiency in the City's operations, reduce the City's greenhouse gas emissions, and result in long-term cost savings for the City.
- The anticipated cost to the City for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those purchase, in that operating cost savings for the proposed project is expected to exceed two hundred sixty thousand dollars and zero cents (\$260,000) annually during the financing period, and net savings over the lifetime of the energy conservation measures (which ranges from 10-25 years depending on the measure) is estimated at over \$10 million.

SECTION 3. This Council hereby declares its intention to enter into the proposed Energy Service Performance Contract (ESPC), in substantially the same form as presented at this meeting, with ABM for energy conservation services for the City facilities as defined in the proposed scope of services.

SECTION 4. FINANCE CONTINGENCY. If the City does not close on the required financing needed to fund the ESPC within thirty (30) days of the effective date of the ESPC, either party may cancel and declare the ESPC null and void. The financing components of the ESPC will be presented to the City Council for consideration at a later, publicly-noticed, meeting per the provisions of Government Code Section 4217.13.

SECTION 5. CEQA. The City Council finds that the proposed installation and/or retrofit of existing lighting, roofing and HVAC upgrades to facilities as described in the staff report is categorically exempt under the California Environmental Quality Act Guideline Section (CEQA) § 15301 (a), Class 1 (Existing Facilities) because Class 1

consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination

SECTION 6. AUTHORIZATION. The City Manager or his designee is authorized to execute a ESPC with ABM for energy conservation measures, consistent with the terms described in the staff report, in an amount not to exceed six million five hundred thousand dollars and zero cents (\$6,500,000), and is authorized to execute any necessary implementing documents.

SECTION 7. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 27th day of May 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk



City of Montebello Investment Grade Audit (IGA)

Presented to:

Rene Bobadilla – City Manager
City of Montebello

Presented by:

Dominic Cardenas
ABM Building Solutions, LLC

April 14, 2020

April 14, 2020

Mr. Rene Bobadilla, City Manager
City of Montebello
1600 W. Beverly Blvd
Montebello, CA 90640

RE: Investment Grade Audit (IGA)

Dear Mr. Bobadilla,

In September 2019, the City of Montebello authorized ABM Building Solutions, LLC (ABM) to conduct a survey of energy consumption and infrastructure improvement with a focus on several specific priorities.

ABM's Bundled Energy Solutions (BES) program will allow your city an opportunity to upgrade your facilities and reduce utility and operating costs without impacting the existing budget. I am happy to report that after completing the Investment Grade Audit (IGA), the BES program can address your top priorities, and it is our strong desire to partner with the City to do so.

As the first step in the process, our Preliminary Energy Assessment (PEA) report provided a baseline of current energy usage, as well as a general outline of estimated cost savings and total construction cost to implement the recommended upgrades to City buildings. Now, our team has completed the next step in the process, the Investment Grade Audit (IGA). On the pages that follow, we have provided our detailed findings, which will show how the City of Montebello can save more than **\$260,000** annually in energy and operating costs, while fully funding a program to replace roofing, HVAC, lighting, and other critical equipment in City buildings. This report gives the City of Montebello a detailed calculation of cost savings and firm-fixed construction price so that the City will have all information necessary to move forward with the program, with a guaranteed outcome, free of change orders or cost increases. ABM's goal is to collaborate with City staff to finalize the project scope for a summer 2020 installation schedule.

By upgrading City facilities through the BES Program, the City of Montebello will demonstrate good use of the current budget and available funding sources in completing these projects without requesting additional funding from the community. This demonstration of good fiscal stewardship and innovative use of public funds can be leveraged for public support of a potential tax increase initiative in 2020.

If you have any questions, please feel free to contact me by phone at 949.473.4932 or via e-mail at dominic.cardenas@abm.com. We are ready and happy to serve the City of Montebello.

Sincerely,



Dominic Cardenas
Sales Executive
ABM Building Solutions, LLC

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Section 1: Program Overview

The Bundled Energy Solutions (BES) program is part of a multi-step process entered into in September 2019 between the City of Montebello and ABM Building Solutions, LLC (ABM) as part of an action plan to improve city-owned buildings while reducing energy costs at a select list of facilities as an initial phase 1. All other city-owned buildings may be assessed at the City's discretion through a potential phase 2. This Investment Grade Audit (IGA) report outlines the City's current energy consumption at Phase 1 buildings, along with strategies to address the City's deferred maintenance using cost savings.

ABM's Bundled Energy Solutions (BES) team consists of energy and water conservation specialists and engineers. Our team was aided by operational information provided by Mr. David Sosnowski and his team. The preliminary analysis was completed, and ABM determined that the City of Montebello would qualify and benefit from an Energy Savings Performance Contract (ESPC) to be implemented through our BES program.

During the IGA, our team was able to further evaluate energy consumption and equipment conditions for these facility upgrades, referred to throughout this document as Energy Conservation Measures or "ECMs." We have included several ECMs worthy of the City's consideration for final selection and implementation, which will result in **more than \$170,000 annually in guaranteed energy savings**, or a **25% reduction of energy costs** in the effected buildings. This is demonstrated by the table below and support information in this report.

The table below summarizes the results of the recently completed Investment Grade Audit:

Current Energy Costs	\$676,886
Potential Cost Savings resulting from Energy Conservation Measures	\$170,364
Post Program Energy Costs	\$506,529
Overall Savings Percentage	25%

ABM's recommendations follow the California Energy Commission's (CEC) "loading order," which was established in 2003 by the State's principal energy agencies. The intent of the loading order is to develop and operate California's electricity system with long-term interest of consumers, ratepayers, and taxpayers in mind in order to prioritize ECMs. The CEC loading order prioritizes energy efficiency projects first, followed by demand response measures, renewable resources (such as solar PV), and finally, distributed generation.

Section 2: Baseline Energy Consumption

The first step in every project is to understand how much energy is being consumed at each site being assessed, as well as the costs associated with that consumption. After reviewing the 2019 electric utility data, we have summarized the City of Montebello's energy consumption and costs. Please see the table below for more detailed information.

Table 2.1
Baseline Energy Consumption - Per Site (FY 2019)

Site Name	Electricity	
	Energy Use (kWh)	Total Cost (\$)
City Hall	474,859	\$ 68,980
PD	1,380,330	174,786
Fire Station 55	102,177	18,206
Fire Station 56	117,139	19,507
Transit Department	948,921	137,123
Fire Station 57	41,762	5,793
Senior Center	158,645	31,717
Youth Center	33,044	9,288
Golf Course	1,097,619	150,183
City Park / Rec	327,567	40,404
Adobe House	4,418	1,146
Hollifield	89,061	\$ 19,753
Total	4,775,542	\$ 676,886

To determine how each different site in the district are compared to one another, we have used the site square footage to determine a cost per square footage for each site. The table below contains this information.

** Due to insignificant anticipated natural gas savings resulting from the preliminary Phase, natural gas analysis has been omitted from this assessment.*

Table 2.2
Baseline Annual Energy Summary - Per Site (2019)

Site Name	Area (SF)	Total		Usage Intensities	Cost (\$/SF)
		Energy (Kbtu)	Cost (\$)	EUI (kBtu/SF)	
City Hall	34,000	1,619,269	\$ 68,980	47.63	2.03
PD	75,000	4,706,925	174,786	62.76	2.33
Fire Station 55	9,120	348,424	18,206	38.20	2.00
Fire Station 56	10,000	399,444	19,507	39.94	1.95
Transit Department	34,000	3,235,821	137,123	95.17	4.03
Fire Station 57	3,500	142,408	5,793	40.69	1.66
Senior Center	15,077	540,979	31,717	35.88	2.10
Youth Center	7,218	112,680	9,288	15.61	1.29
Golf Course	67,947	3,742,881	150,183	55.09	2.21
City Park / Rec	23,279	1,117,003	40,404	47.98	1.74
Adobe House	1,364	15,065	1,146	11.05	0.84
Hollifield	8,550	303,698	\$ 19,753	35.52	2.31
Total	289,055	16,284,597	\$ 676,886	56.34	2.34

Section 3: Energy Conservation Measures

Based on conversations with City Manager Rene Bobadilla, and along with David Sosnowski and his team, this report is focused on selected needs and priorities that are summarized below.

Table 3.1

Sites	HVAC	Lighting	Roofing
City Hall	✓	✓	
Police Station	✓	✓	✓
Fire Station 55	✓	✓	✓
Fire Station 56		✓	
Transit Department		✓	
Fire Station 57		✓	
Senior Center		✓	
Youth Center		✓	
Golf Course		✓	
City Park/Rec		✓	
Adobe House		✓	
Hollifield Community Center	✓	✓	✓

Summary of Upgrades by Facility

Facility	Energy Conservation Measure	Description
City Hall	HVAC	Replacement of all rooftop HVAC units; addition of HVAC system for City Hall lobby; replacement of current HVAC controls with new controllable thermostats
	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Police Station	HVAC	Replace current chiller system with new chiller system, including chilled water pumps and Pressure Independent Control valves, new pump skid, air separator, pot feeder, and expansion tank; replace HVAC package units; replace heating system boiler; replace Building Automation System; repair or rebuild existing hardware controls (VAV boxes)
	Roofing	Full Roofing Replacement using Burke Hypalon single-ply membrane over insulation
	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Fire Station 56	HVAC	Replacement of all rooftop HVAC units; replacement of current HVAC controls with wifi-enabled thermostats
	Roofing	Full Roofing Replacement using Burke Hypalon single-ply membrane over insulation
	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Transit Department	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Holifield Community Center	HVAC	Replacement of all rooftop HVAC units; replacement of current HVAC controls with wifi-enabled thermostats
	Roofing	Full Roofing Replacement using Burke Hypalon single-ply membrane over insulation
	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Fire Station 55	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Fire Station 57	Lighting	Full Interior and Exterior Lighting Replacement with new LED lighting equipment
Senior Center	Lighting	Select Areas - Lighting Replacement with new LED lighting equipment
Youth Center	Lighting	Select Areas - Lighting Replacement with new LED lighting equipment
Golf Course	Lighting	Select Areas - Lighting Replacement with new LED lighting equipment
Montebello City Park	Lighting	Select Areas - Lighting Replacement with new LED lighting equipment
Adobe House	Lighting	Select Areas - Lighting Replacement with new LED lighting equipment

ECM 4.1: HVAC UPGRADES

Scope of Work and Existing Conditions:

Police Station

The Montebello Police Station is conditioned by a 185-ton Trane screw chiller, a 1.224 MMBTU Raypak boiler, and two rooftop package units totaling 11.5 tons. The chiller serves a hydronic cooling loop which has two 10 HP pumps that run-in lead lag. One pump is constantly running, and the second pump cycles as needed. There are two rooftop and two basement air handling units that serve 124 VAV boxes throughout the station. ABM data logged the chiller and found that it typically ran at low load, which is in the most inefficient part of the chiller curve for the current chiller.

Heating is primarily provided by the 1.224 MMBTU Raypak boiler. The hydronic heating loop has two 3 HP pumps. Domestic hot water is heated by a 500 kbtu Laars domestic hot water heater.

There is also a 3 ton and an 8.5-ton rooftop unit, both past end of useful life on the lower roof.

The building is controlled by an outdated Tracer Summit system that needs to be replaced.

ABM recommends the following:

- A chiller replacement to a chiller with improved turndown and peak efficiency at lower loads so that the chiller spends more time in the efficient part of the chiller curve.
- New pumps with variable flow that modulate flow to match the cooling demand of the building which allow both the pump and chiller to operate more efficiently. The remainder of the pumping skid also be replaced, including the air separator, pot feeder, and expansion tank.
- Add pressure independent control (PIC) valves, to air handlers to eliminate modulated flow associated with pressure variations in the hydronic loop, which will allow the chiller to operate at its more efficient design setpoints.
- A boiler replacement to a condensing boiler, which utilizes burner exhaust waste heat to increase efficiency.
- Upgrade controls to direct digital controls (DDC) and connect the new chiller, pumps, rooftop units, air handlers, boilers, exhaust fans, and VAV boxes.



Side view of the existing chiller at Montebello Police Department



Package rooftop HVAC units are past useful life and need replacement

Please see the specific HVAC scope at Montebello Police Station as follows:

ECM-1.1: BOILER PLANT UPGRADES

Contractor will replace the existing heating boiler. Equipment to be replaced consists of One (1) 1,224,000 BTU output Raypak boiler will be replaced with one (1) new equivalent condensing boiler

This scope of work shall include the following:

- Isolate the hot water piping on the existing boiler
- Disconnect the piping, electrical service gas piping and flue piping form the exiting boiler
- Removal and disposal of the existing boiler
- Installation of the new boiler to provide a properly working system
- Necessary piping and piping accessories
- Installation of new flue as necessary to meet local code requirements
- Electrical service to reconnect the equipment
- Reconnect the natural gas piping
- Insulation of all new piping
- Initial water treat chemicals will be added to the hot water system
- Disconnect and reconnect controls for building automation system

Not included in this scope of work:

- Asbestos abatement
- Removal of the existing flue beyond requirement for new work



Existing Raypak boiler is nearing end of life and is ready for planned replacement

ECM-2.1: CHILLER PLANT UPGRADES

Contractor will replace the existing Trane air cooled chiller and associated pump equipment. Equipment to be replaced consists of One (1) Trane 185-ton chiller will be replaced with one (1) new equivalent chiller. Two (2) existing 10 hp chilled water pumps and inertial bases will be replaced with two (2) new equivalent in-line pumps. One (1) existing air separator will be replaced with one (1) new equivalent air separator, One (1) existing expansion tank will be replaced with one (1) new equivalent expansion tank One (1) existing pot feeder will be replaced with one (1) new pot feeder

This scope of work shall include the following:

- Isolate the existing chilled water piping
- Drain the water from the chilled water piping to allow for equipment replacement
- Disconnect the existing piping
- Disconnect the electrical service and controls
- Removal and disposal of the existing equipment
- Installation of the new chiller and other equipment to provide a properly working system
- Installation of a new pump skid to include 2 pumps, 1 chemical feeder, 1 expansion tank and 1 air separator
- Necessary piping and piping accessories
- Reinsulate and use new aluminum jacket on all new exposed rooftop piping
- Electrical service to disconnect and reconnect the equipment
- Reconnect controls for building automation system
- Test and balance of the new chiller and pumps
- Refrigerant reclaim and disposal
- Initial water treat chemicals will be added to the chilled water system
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Contractor will provide a temporary chiller for the duration of this project. It is understood there will be periods during this time when the scope of work will require the entire HVAC system to be shut down. Contractor will coordinate these shutdowns with the customer to minimize the impact on the facility

Not included in this scope of work:

- Asbestos removal



Signs of age on the existing chiller



The existing pump skid, including pumps, air



Deteriorated insulation on chilled water piping will all be replaced

ECM-3.1: BUILDING AUTOMATION SYSTEM

Contractor will replace the existing control system and replace with a new DDC system.

Equipment controlled will include:

- Four (4) air handlers
- Nine (9) roof exhaust fans
- One hundred and twenty-four (124) VAV boxes
- One (1) chiller
- Two (2) chilled water pumps
- One (1) heating hot water boiler
- Two (2) heating hot water pumps
- One (1) domestic hot water boiler
- One (1) domestic hot water pump

Work includes:

- Disconnect and remove existing controls
- Provide new routers, controllers, and devices
- Reuse existing wire and conduit where possible, provide new wiring and conduit where needed
- New programming and graphics
- Complete system start-up and commissioning

Controls Commissioning to include the following:

- Program all alarms and histories
- Review all control programs and graphics
- Generate all trend data for points assigned by the owner
- Setup new schedules to help optimize building efficiency with override capabilities
- Provide optimal start/stop
- Ensure energy savings strategies are being implemented such as economizer modes and demand control ventilation

ECM-4.1: REPLACE PACKAGE ROOFTOP UNITS

Contractor will replace the two existing package rooftop units located on the lower roof. Equipment to be replaced consists of one (1) Trane, 3 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit, unit to be curb mounted down-flow; and one (1) Trane, 8.5 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit.

This scope of work shall include the following:

- Disconnect the associated gas and condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to provide a properly working system
- Reconnect gas piping including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide and install new supply and return duct transitions (8-ton unit only)
- Provide new curb adaptor for the 3-ton unit
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof



Package HVAC are past useful life and need to be replaced

ECM-4.2: INSTALLATION OF PRESSURE INDEPENDENT CONTROL VALVES

Install new pressure independent control (PIC) valves.

- Provide and install new PIC valves on the 4 air handling units (chilled water only) with a three-way valve and bypass on the unit with the longest run from the chiller
- All necessary wiring and conduit
- New programming and graphics
- Complete system start-up and commissioning

City Hall

City Hall is conditioned by 23 rooftop package units, totaling 115 tons. There are 11 units serving the east wing, 11 units serving the west wing, and one large + unit serving the council chambers. The entrance lobby, adjacent to council chambers on two sides, is currently unconditioned. City staff requested space conditioning be provided for the lobby area so that the space can be utilized as a welcome desk. The building is controlled by an outdated Trane tracker controls system that is past end of useful life and needs to be upgraded.

ABM recommends replacing the roof top package units on a like-for-like tonnage basis, with new units that meet the current code of 14 seasonal energy efficiency rating (SEER). A 7.5-ton package HVAC unit will be added on the roof and ducted in to provide heating and cooling for the main lobby area. The entire building will be fitted with networkable wi-fi thermostats which will give full control of the system to the desired city staff via mobile device or desktop computer. Once operating, modifications to setpoints or operating status can be made via smart phone or computer rather than requiring an in person visit.



Aging HVAC units are in need of replacement

Please see the specific HVAC scope at Montebello City Hall as follows:

ECM-4.1: REPLACE PACKAGE ROOFTOP UNITS

Contractor will replace the 23 existing roof-top package units located on the roof. Equipment to be replaced consists of four (4) Trane, 2 ton roof-top units will be replaced with two (2) new equivalent roof-top units; nine (9) Trane, 3 ton roof-top units will be replaced with twelve (12) new equivalent roof-top units; one (1) Trane, 4 ton roof-top unit will be replaced with two (1) new equivalent roof-top unit; three (3) Trane, 5 ton roof-top units will be replaced with three (3) new equivalent roof-top units; one (1) Trane, 6 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit; two (2) Trane, 7.5 ton roof-top units will be replaced with two (2) new equivalent roof-top units; two (2) Trane, 10 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit; and one (1) Trane, 20 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit.

This scope of work shall include the following:

- Disconnect the condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to provide a properly working system
- Reconnect gas including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide new fused disconnects
- Provide new Wi-Fi thermostats for each unit
- Provide and install new supply and return duct transitions
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Temporary cooling units – quantity of 10 units of 2 to 3 tons each



Aging unit serving City Council chambers

ECM-4.2: ADD NEW PACKAGE ROOFTOP UNIT

Contractor will provide and install one (1) new roof-top package unit, to be located on the west roof to serve the Lobby area. This scope of work will include one (1) 7.5-ton roof-top unit will be added on the Lobby roof.

This scope of work shall include the following:

- Install new unit roof curb
- Install associated condensate piping
- Install electrical and controls service for the equipment
- Install new fused disconnect
- Install new duct work for sidewall supply and return in the Lobby, including grills
- Installation of the new unit to provide a properly working system
- Provide new wireless thermostat for the new unit
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof

Fire Station 55

The fire station is currently conditioned by five Carrier rooftop package units that are nearing end of useful life. There is one 2.5-ton units, three 3-ton units, and one 5-ton unit controlled by thermostats on the wall. ABM found mercury bulb thermostats, which are significantly past end of life.

ABM recommends upgrading the controls system to wifi enabled thermostats, which allows access from any mobile device or computer desired by the city. Additionally, based off the request of the staff, ABM will include the replacement of all five RTUs to take advantage of the opportunity while the roof is being replaced.

Please see the specific HVAC scope at Montebello Fire Station 55 as follows:



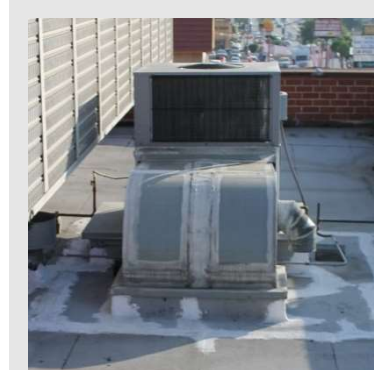
*Aging HVAC equipment
at Fire Station 55*

ECM-4.1: REPLACE PACKAGE ROOFTOP UNITS

Contractor will replace the five existing package units located on the roof. Equipment to be replaced consists of one (1) Carrier, 2.5 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit; three (3) Carrier, 3 ton roof-top units will be replaced with three (3) new equivalent roof-top units; and one (1) Carrier, 5 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit

This installation shall include the following:

- Disconnect the associated gas and condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to provide a properly working system
- Reconnect gas piping including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide new digital Wi-Fi thermostats for each unit
- Provide and install new supply and return duct transitions
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Temporary cooling units – quantity of 5 units of 2 to 3 tons each



*Aging HVAC unit
serving Fire Station 55*

Hollifield Community Center

There are two rooftop gas package units and one rooftop package heat pump that condition Hollifield Community Center. All three units are past end of life and the wooden structural supports holding the units in place are rotting, which presents a safety concern. Unit control is provided by thermostats on the wall.

ABM recommends replacing the rotting support beams and replacing the two gas package units on a like for like basis and converting the heat pump to a gas package unit. The City of Montebello will be responsible if any structural repair is required beyond the single cross beam the unit sits on. Thermostats will be upgraded to wifi thermostats, allowing unit control from a computer or smartphone.



HVAC units at Hollifield Community Center are in poor condition with support framing in extremely poor condition



Example of the rotten wood framing supporting HVAC units above the Hollifield Community Center library

Please see the specific HVAC scope at Hollifield Community Center as follows:

ECM-4.1: REPLACE PACKAGE ROOFTOP UNITS

Contractor will replace the three existing roof-top units located on the roof. Equipment to be replaced consists of two (2) Carrier, 10 ton roof-top units will be replaced with two (2) new equivalent roof-top units; and one (1) Carrier, 10 ton roof-top unit will be replaced with one (1) new gas furnace/dx roof top unit of equivalent capacity

This installation shall include the following:

- Disconnect the associated gas and condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Replacement of existing unit structural platforms
- Installation of the new units to provide a properly working system
- Reconnect gas piping including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide new digital Wi-Fi thermostats for each unit
- Provide and install new supply and return duct transitions
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Temporary cooling units – quantity of 3 units of 3 tons each



HVAC equipment and framing at Holifield should be replaced immediately

ECM 5.1: LED LIGHTING UPGRADES

Scope of Work and Existing Conditions

Montebello Civic Center, Police Station and Transit Facility

Existing Office, Common and Multipurpose rooms have a mix of lighting fixture types with several different fluorescent technologies. The fluorescent lighting technology throughout the facility provides a great opportunity for LED upgrades that will reduce energy costs, reduce maintenance costs, improve light levels and enhance safety. In addition to interior lighting, we have also included some exterior items noted during our audit.

Primary exterior lighting at the facilities is a variety of wall packs and area fixtures with High Intensity Discharge Metal Halide Lamps. Metal Halide lamps are very inefficient with low quality light and an average lifespan of 12,000 – 24,000 hours. There are also CFL and incandescent flood lights, wall packs and downlights. The Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. The CFLs are moderately efficient with an average lifespan of approximately 12,000 hours. The exterior area lighting and decorative wall lighting can also be upgraded to LED for similar results.

Specific lighting scope is detailed at the end of this section.

Golf Club and Senior Center

Please note that many of the existing fixtures at these locations have already been retrofitted to LED. Existing LED fixtures have been excluded from this scope of work. Existing Office, Common and Multipurpose rooms have a mix of lighting fixture types with several different fluorescent technologies. The fluorescent lighting technology throughout the facility provides a great opportunity for LED upgrades that will reduce energy costs, reduce maintenance costs, improve light levels and enhance safety. In addition to interior lighting, we have also included exterior items noted during our audit.

Primary exterior lighting at the facilities is a variety of wall packs and area fixtures with High Intensity Discharge Metal Halide Lamps. Metal Halide lamps are very inefficient with low quality light and an average lifespan of 12,000 – 24,000 hours. There are also CFL and incandescent flood lights, wall packs and downlights. The Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. The CFLs are moderately efficient with an average lifespan of approximately 12,000 hours. The exterior area lighting and decorative wall lighting can also be upgraded to LED for similar results.

Specific lighting scope is detailed at the end of this section.

Fire Stations 55, 56 & 57

Please note that many of the existing fixtures at these Fire Station Locations have already been retrofitted to LED. Existing LED fixtures have been excluded from this scope of work.

Existing Office, Common and Multipurpose rooms have a mix of lighting fixture types with several different fluorescent technologies. The fluorescent lighting technology throughout the facility provides a great opportunity for LED upgrades that will reduce energy costs, reduce maintenance costs, improve light levels and enhance safety. In addition to interior lighting, we have also included exterior items noted during our audit.

Primary exterior lighting at the facilities is a variety of wall packs and area fixtures with High Intensity Discharge Metal Halide Lamps. Metal Halide lamps are very inefficient with low quality light and an average lifespan of 12,000 – 24,000 hours. There are also CFL and incandescent flood lights, wall packs and downlights. The Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. The CFLs are moderately efficient with an average lifespan of approximately 12,000 hours. The exterior area lighting and decorative wall lighting can also be upgraded to LED for similar results.

Specific lighting scope is detailed at the end of this section.

City Park, Holyfield Park Adobe House & Youth Center

Please note that many of the existing fixtures at these locations have already been retrofitted to LED. Existing LED fixtures have been excluded from this scope of work. In addition, all high mast lighting has been excluded. Existing Office, Common and Multipurpose rooms have a mix of lighting fixture types with several different fluorescent technologies. The fluorescent lighting technology throughout the facility provides a great opportunity for LED upgrades that will reduce energy costs, reduce maintenance costs, improve light levels and enhance safety. In addition to interior lighting, we have also included exterior items noted during our audit.

Primary exterior lighting at the facilities is a variety of wall packs and area fixtures with High Intensity Discharge Metal Halide Lamps. Metal Halide lamps are very inefficient with low quality light and an average lifespan of 12,000 – 24,000 hours. There are also CFL and incandescent flood lights, wall packs and downlights. The Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. The CFLs are moderately efficient with an average lifespan of approximately 12,000 hours. The exterior area lighting and decorative wall lighting can also be upgraded to LED for similar results.

Specific lighting scope is detailed at the end of this section.

Proposed equipment

The predominant interior lighting systems at the City of Montebello facilities include linear fluorescent fixtures with T8 and electronic ballasts. These fixtures are moderately efficient and have an average lifespan of approximately 20,000 hours. LED lamp and driver retrofits offer Linear Fluorescent fixtures an efficient and cost saving ECM. The lamp and driver kit offer 60% energy savings and three times the expected life of a traditional fluorescent technology.

The City of Montebello facilities also contain varied compact fluorescent and HID downlighting fixtures that should be converted to an LED downlight fixtures. Advantages of a lensed LED downlight fixture include improved light distribution over older tradition reflective lens fluorescent fixtures and a new standardized look with a modern aesthetic. Lensed kits eliminate older fixture components such as sockets and wiring that will age and fail over time. Lensed LED downlights with a 50,000-hr. rated life offer ten times the expected life of tradition fluorescent fixture and two times greater life expectancy over a plug and play LED lamp.

City facilities also contain varied surface mount linear fluorescent utility fixtures that will be retrofitted to LED lamp and driver technology. LED lamp and driver retrofits offer utility style prismatic wrap fixtures located in closets and restrooms an efficient and cost saving ECM in areas where a new fixture is not required. The lamp and driver kit offer 70% energy savings and five times the expected life of a traditional fluorescent technology.

The city facilities also include a large number of light fixtures with keyless socket bases. We noted that approximately 50% of these fixtures had been re-lamped with LED Lamps while the others still contained incandescent and halogen lamps. Compact fluorescent lamps tend to be moderately efficient with an average lifespan of approximately 12,000 hours. The Halogen and Incandescent Lamps are inefficient with low lifespans averaging 1,500 – 5,000 Hours. These screw in based lamps will be replaced with the appropriate LED screw in equivalent for 70% energy saving and three time the existing lamp life.

Wall pack, downlight and shoebox fixtures containing HID & CFL Lamps will be removed and replaced with new LED Fixtures. The latest LED fixtures are extremely efficient, have excellent color, and life expectancy of 50,000-100,000 hours. Higher output LED area fixtures allow for the addition of on-board occupancy sensor and daylighting controls giving them the ability to dim depending on existing conditions. The beam spread of LED fixtures allow light to be focused more efficiently, lowering the wattage required to provide adequate lighting and reducing the amount of glare / light pollution. Maintenance costs will be reduced due to the longer life expectancy of the LED technology. This retrofit was selected because the latest LED fixtures and retrofit kits are remarkably efficient, have excellent color, and provide an excellent return on investment. New LED fixtures also included added benefits of improved security, increased light output and quality, as well as fixture uniformity throughout the school district.

Exterior HID lighting includes a mix of High-Pressure Sodium wall pack fixtures, recessed and Parking lot pole lighting that will be replaced with LED retrofit lamps and new parking lot pole fixtures. LED retrofit lamps eliminate costly maintenance on ballasts and retain the decorative fixture aesthetics of existing high-end fixtures while delivering 70% energy savings and Improved life span. Led pole lighting fixtures offer 70% energy savings, ten times the life span and improved visual acuity for safety and security of exterior parking areas.

For the detailed line-by-line lighting scope of work, please see Section 7 – Technical Appendix

ECM 6.1: ROOF REPLACEMENT

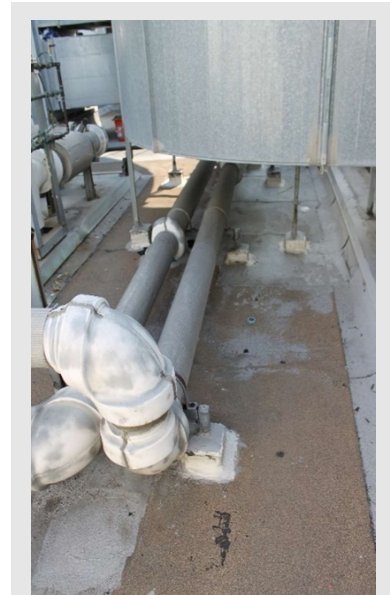
Existing Conditions

Staff at the City of Montebello has expressed an interest in replacing the roofs at the Police Department, Fire Station 55 and Hollifield Community Center. ABM analyzed the current conditions with the City of Montebello's roofer of choice to determine the roofs are in dire need of replacement.

Proposed ECM

ABM recommends a like-for-like roof replacement for the Police Department, Fire Station 55 and Hollifield Community Center. The police station already has two layers of roof in many locations. A third layer of roof is not allowed by code, so in many sections the roof will have to be pulled up first, before adding the new layer of roof.

Specific scope is as follows for the three buildings:



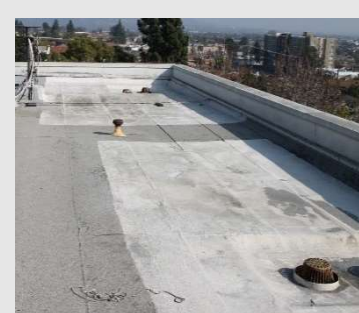
Current condition of the Police Station roof

Police Department

ECM-6.1: ROOF WORK

Roofing work required for installation of the new roof on the lower main roof:

- Tear off all layers down to lightweight concrete deck and haul away all trash
- Inspect concrete deck for water damage and proper slope
- Install new 2½-inch dense insulation fully adhered over existing concrete deck
- Install new fully adhered Burke Hypalon single-ply membrane over new dense insulation
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new metal coping around all parapet walls
- Weld walk deck around AC units



A new roof is needed at the Police Station after numerous attempts to patch the roof

Roofing work required for installation of the new roof on the upper and west roof:

- Tear off all support penetration pitch pockets, roof drains, and parapet sheet metals
- Replace all angle steel supports and pipe supports with new round pipe supports
- Install new 2-inch dense insulation fully adhered over existing roof
- Install new fully adhered Burke Hypalon single-ply membrane over new dense insulation
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new metal coping or clad metal around all parapet walls
- Weld walk deck around AC units



Not included in this scope of work:

- Asbestos removal
- Replacement of expansion joint at lower roof/building interface
- Repairs to roof underlayment and correction of slope due to unknown conditions

ECM-6.2: ROOF WORK FOR PATIO AREA

Install new roof in patio area on the lower roof

- Install new retrofit roof drain
- Install new membrane over existing tile deck
- Detail all railing penetrations with membrane
- Once waterproofing phase is complete prepare for paver installation

Install new Stepstone roof pavers over Hypalon membrane deck

Fire Station 55

ECM-6: ROOF WORK

Roofing work required for installation of the new roof on the main building roof:

- Tear off around all windscreen wood support penetrations and roof drains
- Inspect wood deck
- Install new wind screen steel platform supports legs
- Install new 1-inch dense insulation mechanically fastened over existing roofing and wood deck
- Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense insulation
- Roof all drains, pipe penetration sand AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new clad or metal coping around all parapet walls
- Weld walk deck around AC units

Not included in this scope of work:

- Asbestos removal
- Repairs to roof underlayment and correction of slope due to unknown conditions



Current condition of the Fire Station 55 roof



Close up on the Fire Station 55 roof

Holifield Library

ECM-6: ROOF WORK

Roofing work required for installation of the new roof on the building roof:

- Tear off around all HVAC wood support penetrations, and roof drains
- Inspect wood deck
- Install new ¼-inch dense insulation mechanically fastened over existing roofing and wood deck
- Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense deck
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new clad or metal coping around all parapet walls
- Weld walk deck around AC units

Not included in this scope of work:

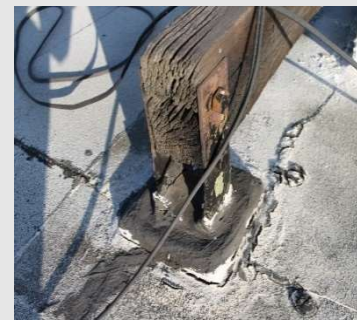
- Asbestos removal
- Repairs to roof underlayment and correction of slope due to unknown conditions

Benefits

Any roofs replaced will elongate the useful life of the building and prevent further leakage. It will also provide minimal additional energy savings with the use of better insulation and higher r value installations of newer materials.



Significant patchwork at Holifield Community Center



Bubbling and cracking around supports and joints across the Holifield roof



Further bubbling and cracking

Section 4: Savings Potential

ENERGY SAVINGS

Table 4.1 details where the energy cost savings will be achieved across Phase 1 City of Montebello buildings.

Table 4.1
Energy Cost Savings by Facility

Site Name	Electricity		Savings (\$)
	Energy Savings (kWh)	Demand	
City Hall	138,326	23.4	\$18,819
PD	556,311	38.9	\$69,723
Fire Station 55	7,592	0.5	\$933
Fire Station 56	15,455	2.8	\$2,219
Transit Department	364,238	50.8	\$44,658
Fire Station 57	9,385	2.3	\$1,279
Senior Center	43,932	5.5	\$5,669
Youth Center	2,517	1.4	\$671
Golf Course	163,238	18.2	\$18,435
City Park / Rec	34,732	1.8	\$3,404
Adobe House	1,406	1.6	\$458
Hollifield	21,300	2.3	\$4,094
Total	1,358,431	125.6	\$170,364

Table 4.2 details where the energy cost savings will be achieved across the three ECM categories.

Table 4.2
Energy Cost Savings by Energy Conservation Measure Type

ECM Type	Annual Energy Cost Savings
Roofing	\$230
HVAC	\$45,042
Lighting	\$125,091
Total Savings	\$170,364

Table 4.3 demonstrates how the energy savings within the context of the current energy consumption at City of Montebello facilities.

Table 4.3
Project Summary

Project Phase	Electricity		Total Annual Cost \$
	Energy Savings kWh	Demand kW	
Baseline (Current Use)	4,775,542	932	\$676,892
Savings Resulting from Energy Conservation Measures	(1,358,431)	126	(170,364)
Post Project Consumption	3,417,110	-	506,529
Projected Savings %	28%		25%

OPERATING & MAINTENANCE SAVINGS

Operating and Maintenance (O&M) costs are one of the most overlooked considerations in evaluating capital projects, yet they often play a key role in determining the financial viability of a project. By identifying and quantifying O&M cost savings, the City of Montebello will have a better idea of the true lifecycle cost savings identified in this audit. The total annual O&M cost savings, combined with guaranteed energy cost savings, will provide a stable funding source to finance the implementation of this project using money already existing with the City's budget, which is a key component to the BES program. By upgrading critical equipment, the City not only improves the building's operational efficiency, it also reduces the cost of ongoing maintenance and avoids equipment failure and costly emergency repairs.

The BES team uses a combination of ongoing incremental equipment or service costs, along with vendor costs for emergency repairs through third-party contractors and historical costs in order to quantify annual O&M savings. The traditional industry method of estimating O&M cost savings recommended by the National Association of Energy Service Companies (NAESCO), along with the California Public Utilities Commission is a standard of 3% of project cost. For ECMs where historical data was not available, ABM took a conservative approach of using 1.5% of project cost, or half of what NAESCO recommends using for annual cost savings. NAESCO also recommends escalating costs 3-4% annually in order to account for inflation and the increasing costs of goods and services. ABM took the conservative approach of using 1.5% annual cost escalation.

Please note that Operating & Maintenance savings are stipulated and subject to change at the discretion of the City of Montebello's decision makers.

Table 4.3
Operating & Maintenance Savings by Facility

Site Name	Annual Operating & Maintenance Cost Savings
City Hall	\$13,733
Police Department	\$51,057
Fire Station 55	\$6,024
Fire Station 56	\$440
Fire Station 57	\$161
Transit Department	\$4,568
Senior Center	\$1,134
Youth Center	\$618
Golf Course	\$4,700
City Park / Rec	\$815
Adobe House	\$306
Hollifield Community Center	\$7,222
Total Savings	\$90,777

Table 4.3
O&M Savings by Energy Conservation Measure Type

ECM Type	Annual Operating & Maintenance Cost Savings
Roofing	\$25,973
HVAC	\$43,101
Lighting	\$21,704
Total Savings	\$90,777

Labor Hour Savings

The additional benefit of the city-wide LED lighting upgrade will be seen through a significant reduction of labor hours used in repairing lighting equipment or replacing lamps, bulbs, and ballasts. Through the lighting scope of work, City of Montebello facilities staff will save a total of 524 labor hours annually, equivalent to thirteen (13) full weeks of labor hours. Staff will then be freed up to work on other deferred maintenance items, or any other facilities-related projects.

AVOIDED CAPITAL COST SAVINGS

California Government Code 4217 allows public agencies to include capital projects in a bundled energy project, where economies of scale and low-interest financing can serve as a practical means of upgrading critical facilities. Typically, these projects can include costly upgrades like roof or other building envelope upgrades, HVAC replacement, or other projects where energy savings would not create a self-funding savings source. In these instances, low-interest financing allows the public agency to implement these planned capital projects all at once, saving money by implementing at scale and avoiding a large financial burden all at once that some agencies may not be able to bear. Even with the capital to implement all at once, public agencies often take advantage of low-interest financing for tax-exempt entities in order to stretch available capital funds even further. Use of Avoided Capital Cost savings is at the discretion of the City of Montebello decision makers.

For the scope of work proposed in this report, the City has selected significant roofing and HVAC upgrades that qualify as avoided capital cost.

Capital Projects	Avoided Capital Costs
City-wide HVAC Upgrades	\$2,873,381
City-wide Roofing Replacement	\$1,731,515
Total	\$4,604,896

IMPLEMENTATION COST AND FINANCIAL OVERVIEW

The primary goal of ABM's BES Program is to develop a budget-neutral overall program solution, meaning that the upgrades will pay for themselves over time through escalating cost savings. At this time, the program that we have developed for the City of Montebello will pay for itself through a combination of energy cost savings, Operating & Maintenance cost savings, and Avoided Capital Cost savings. By carrying out the program and utilizing low-interest financing, the City will reduce the significant financial impact on its budget, paying for the upgrades over time. This will free up dollars in the near and long term to address other key city initiatives, such as increased healthcare and benefits costs, and allow the City to stretch both general and capital funds even further.

For the scope of work identified to City of Montebello-owned facilities in this report, the Total Firm-Fixed Program Price is \$6,500,000. This price is inclusive of all aspects of the program including engineering, design, equipment purchasing, labor, taxes, permits, and all other tasks associated with constructing the upgrades included in this assessment. ABM's policy on firm-fixed pricing is such at this is a final price, with a guarantee of no change orders.

With a total combined savings stream of more than \$10.8 million over a 25-year life-cycle of the improvements, the City of Montebello will save over \$2.7 million after all costs and have city-wide facilities that cost less to operate and are easier to maintain.

Table: Savings Summary Overview

	Life-Cycle (25 year) Energy Savings	Life-Cycle Operating & Maintenanc e Savings	10 Year Maintenan ce Service Savings (Additional Option)	Avoided Capital Costs	Total Savings	Total Implemente d Cost	Anticipate d Interest Cost	Net Positive Savings to City General Fund
Scope of Work	\$4,377,983	\$1,282,509	\$581,260	\$4,614,896	\$10,856,649	\$6,500,000	\$1,637,740	\$2,718,909

Table: Life-Cycle Savings Breakout

Life-Cycle (Years)	Energy Cost Savings	Operating & Maintenance Cost Savings	Maintenance Service Savings (Additional Option)	Avoided Upfront Capital Cost (Roofing & HVAC)	
Construction Phase	\$42,591	\$22,691	\$0	\$4,614,896	
1	\$ 170,362	\$ 90,777	\$ 50,703		
2	\$ 177,176	\$ 92,139	\$ 52,224		
3	\$ 184,264	\$ 93,521	\$ 53,792		
4	\$ 191,634	\$ 94,924	\$ 55,405		
5	\$ 199,299	\$ 96,348	\$ 57,068		
6	\$ 207,271	\$ 97,793	\$ 58,780		
7	\$ 215,562	\$ 99,260	\$ 60,543		
8	\$ 224,185	\$ 100,749	\$ 62,359		
9	\$ 233,152	\$ 102,260	\$ 64,230		
10	\$ 242,478	\$ 103,794	\$ 66,157		
11	\$ 251,837	\$ 55,946			
12	\$ 261,910	\$ 56,785			
13	\$ 272,387	\$ 57,637			
14	\$ 283,282	\$ 58,502			
15	\$ 294,614	\$ 59,379			
16	\$ 81,118				
17	\$ 84,363				
18	\$ 87,737				
19	\$ 91,247				
20	\$ 94,897				
21	\$ 89,843				
22	\$ 93,436				
23	\$ 97,174				
24	\$ 101,061				
25	\$ 105,103				
Totals	\$4,377,983	\$1,282,505	\$581,261	\$4,614,896	Grand Total Savings \$10,856,645

Energy Cost Savings based on current Southern California Edison rates, with a cost escalation factor of 4%, as recommended by the California Public Utilities Commission (CPUC).

Operating & Maintenance Cost Savings escalated with a factor of 1.5%, half of the 3-4% recommended by the National Association of Energy Services Companies (NAESCO).

Financing

Should the City decide to move forward with the Bundled Energy Solutions program and wishes to utilize financing, ABM has engaged specialized low-interest financing through private third-party lenders, at the City of Montebello's direction. ABM will solicit competitive financing offers from qualified lenders and provide offers of financing directly to the City of Montebello for the City's selection. Financing is not a profit center for ABM and all facilitation work is done at no additional cost. Financing arrangements will be made directly between the City of Montebello and its selected lending partner.

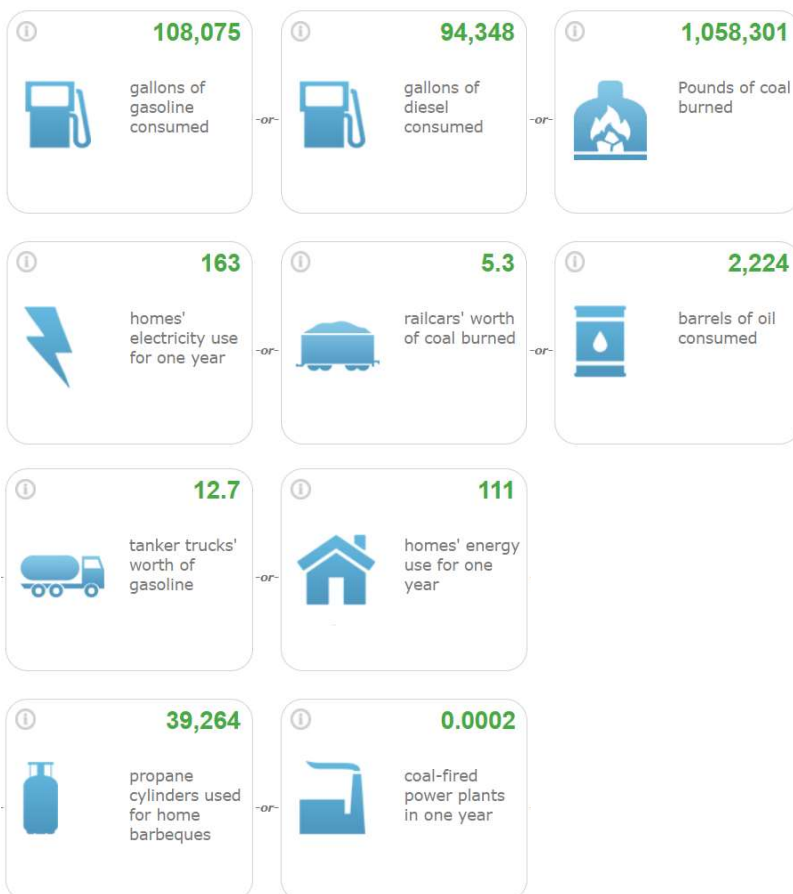
Section 5: Environmental Benefits

ENVIRONMENTAL BENEFITS

	Electric	Total
Baseline Emission (Tons CO ₂ e)	3,376	3,376
Post Emission (Tons CO ₂ e)	2,416	2,416
Total Savings (Tons CO ₂ e)	960	960

CO₂ Emissions Equivalencies

CO₂ emissions from



Section 6: BES Team Personnel

City of Montebello's ABM Team Members	Role, Responsibilities and Experience
Dominic Cardenas Sales Executive - Bundled Energy Solutions 12 Years' Experience \$85M+ in Performance Contracting Projects	Role: Customer liaison who oversees all phases of Bundled Energy Solutions project implementation. Responsible for business development, ECM development, financial development, implementation, and functions as team leader to assure the success of Energy Solutions project Experience: Claremont USD, Burbank USD, State of California DGS, Hughes Elizabeth UESD, River Springs Charter Schools, Education for Change Charter Schools, El Rancho Charter School, Ivy Academia Charter School, Multicultural Learning Center, Ontario-Montclair SD, Palos Verdes Peninsula USD, Perris SD
Josh Sarpotdar, PEA Director of Engineering 15+ Years' Experience \$250M in Performance Contracting Projects	Role: Assess energy savings opportunities at customer facilities and identify risk factors associated with energy performance guarantees. Responsible for developing energy conservation measures for projects and define scope of work with project engineering staff. Calculate energy savings from recommended solutions to determine financial payback. Experience: Burbank USD, Claremont USD, Newcastle ESD, Salida USD, and Ysleta ISD.
Kevin Brown, PE, CEM Vice President - Engineering 20+ Years' Experience \$500M in Performance Contracting Projects	Role: To evaluate new technologies for possible inclusion as energy conservation measures including rainwater harvesting, solar energy utilization, and other renewable energy systems. Responsible for recommending solutions that maximize energy savings while minimizing the impact to building operations. Experience: GSA Region 9 – Los Angeles, Connellsville Area School District, Lake Tahoe USD, Virginia Beach City Public Schools, Colquitt County Schools, Hitchcock ISD, Ysleta Independent School District, and Salida USD
Eugenio Burnier, CEM Senior Vice President, West Region 17+ Years' Experience \$100M in Performance Contracting Projects	Role: Responsible for P&L for all ABM branch locations in the West, including California, Nevada, Arizona, and Texas. Focused on growth of existing Projects and Service locations and expansion of services across West Region in non-branch locations. Experience: GSA Region 9 – Los Angeles, GSA Region 9 – San Francisco, Goose Creek Consolidated Independent School District, El Pas Independent School District
Joel Lowery Senior Vice President, BES 23 Years' Experience \$100M in Performance Contracting Projects	Role: Senior Vice President of Sales, Joel assists ABM's market leaders in the United States to fund clients' critical infrastructure needs. Experience: Boaz City Schools, Boaz, AL (2018 – \$4.9 Million), Guntersville City Schools, Guntersville, AL (2018 – \$6.26 Million), Colquitt County Government Ph. 2, Moultrie, GA (2018 – \$4.8 Million), Commerce City Schools, Commerce, GA (2016 – \$5.6 Million), Newton County Government, Covington, GA (2016 – \$14 Million)

TUSTIN OFFICE CAPABILITIES



14201 Franklin Ave, Tustin, CA 92780
949.330.1588

ABM employs 8,993 people in Los Angeles County and over 20,000 people in the State of California.

Areas of Expertise

- | | | |
|---|--|---|
| ✓ Performance Contracting | ✓ ZNE Buildings / Microgrids | ✓ Shaded Solar PV Structures |
| ✓ Mechanical & Lighting Design Build | ✓ Mission Critical and 24/7 Facility Service | ✓ Electrical Service Upgrade |
| ✓ Indoor/Outdoor LED Lighting Retrofits | ✓ Lighting Occupancy Controls | ✓ Tennis Courts Lighting |
| ✓ Dual Pane Window Replacement | ✓ Low Flow Toilets / Sinks | ✓ Bathroom Hand Dryers |
| ✓ Lighting Pole Replacement | ✓ Stadium Lighting | ✓ Airport Runway Lighting |
| ✓ Professional Engineering | ✓ HVAC Maintenance | ✓ Power Balancing |
| ✓ Energy Management System | ✓ Air & Water Test & Balance | ✓ NFPA70E Compliance |
| ✓ Remote Alarm Monitoring | ✓ TABB Certified | ✓ Thermal Imaging |
| ✓ Solar PV | ✓ Process Piping | ✓ Transformers |
| ✓ Solar Hot Water Systems | ✓ Plumbing & Piping | ✓ Building Energy Audits |
| ✓ Energy Storage Systems | ✓ Water Analysis/Treatment | ✓ Energy Star Benchmarking |
| ✓ Energy DR Management | ✓ Water Conservation | ✓ Energy Rebate Administration |
| ✓ Electric Vehicle Charging Stations | ✓ Oil Analysis | ✓ Large Tonnage Chiller & HVAC Installation |
| ✓ Start-up Commissioning | ✓ Eddy Current Testing | ✓ CFC & HCFC Refrigerant Compliance Changeovers |
| ✓ Tenant / Space Build-out | ✓ Boilers | ✓ Duct Leak Test & Seal |
| ✓ Retro-Commissioning | ✓ Motors & Drives & VFDs | ✓ Sheet Metal Fabrication |

SAFETY RECORD

Safety is intrinsic to ABM and our culture. Our people are our most important resource and we are committed to ensuring they are provided with a safe and healthy working environment. We provide routine and site-specific safety training, safe tools and equipment, and a dedicated staff of safety representatives.

ABM Building Solutions is one of the safest companies in the industry, and our safety record is consistently better than the national average.

YEAR	EMR	TRCR	DART	LTR
2019	0.97	2.60	1.74	1.49
2018	0.87	4.29	3.43	1.03
2017	0.86	1.54	0.68	0.34
2016	0.85	3.20	1.24	0.36
2015	0.83	2.00	0.83	0.83
2014	0.82	3.57	2.17	1.86
2013	0.82	5.54	2.18	1.60

EMR – Experience Modifier Rate

Experience modifier or experience modification is a term used in the American insurance business and more specifically in workers' compensation insurance. It is the adjustment of annual premium based on previous loss experience. Usually three years of loss experience are used to determine the experience modifier for a workers' compensation policy

TRCR – Total Recordable Case Rate

A mathematical calculation that describes the number of recordable incidents per 100 full-time employees in any given time frame.

DART – Days Away Restriction Transfer Rate

A mathematical calculation that describes the number of recordable incidents per 100 full time employees that resulted in lost or restricted days or job transfer due to work related injuries or illnesses.

LTR - Lost Time Rate

A mathematical calculation that describes the number of lost time cases per 100 full-time employees in any given time frame.

TUSTIN OFFICE LICENSES AND CERTIFICATIONS

Licensing Information

ABM Building Solutions, LLC, CSLB License number #976012 for our Tustin location.

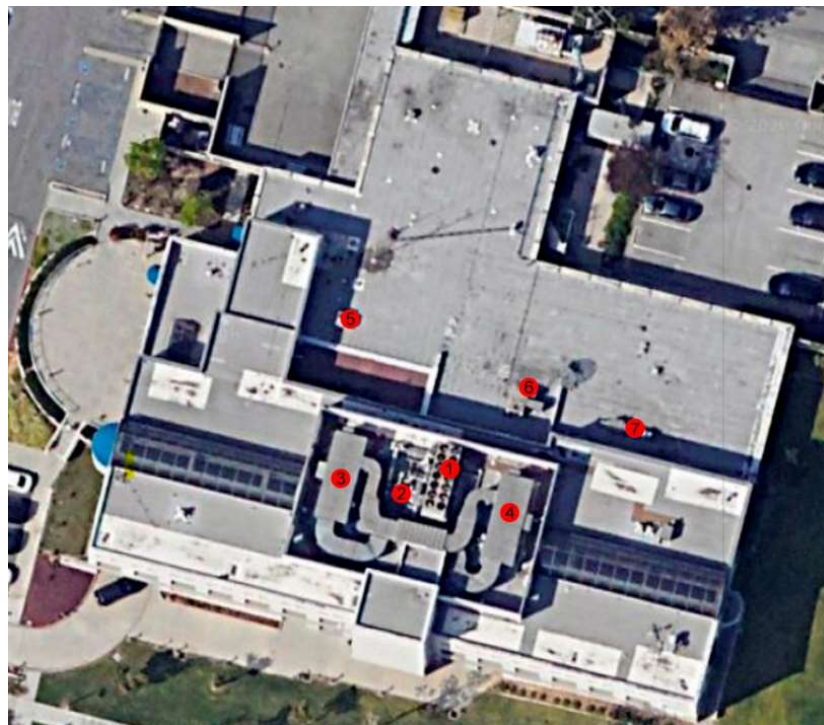
Registration Number	Legal Entity Name	Expiration Date	Status	Mailing Address
1000003477	ABM Electrical & Lighting Solutions, Inc.	6/30/2020	Active	14201 Franklin Ave Tustin, CA 92780
1000027218	ABM Building Solutions, LLC	6/30/2021	Active	5725 Alder Ave Sacramento, CA 95828
1000012535	ABM Building Services, LLC	6/30/2021	Active	3585 Corporate Court San Diego CA 92123
1000017137	ABM Electrical Power Services, LLC	6/30/2022	Active	720 S. Rochester Ave. Suite A Ontario, CA 91761
1000052604	ABM Facility Support Services LLC	6/30/2021	Active	12040 Indian Creek Court Beltsville, MD 20705
1000028795	ABM Industry Groups LLC	6/30/2020	Active	5300 S Eastern Ave Suite 100 Commerce, CA 90040

Section 7: Appendix – Technical Documentation

ROOFTOP MAP AND MECHANICAL INVENTORY

Montebello Police Station

Location Number	Equipment	Action	Preliminary Equipment Selection
1	Chiller	Replace in-kind	174-ton SMARDT air cooled chiller model AD054
2	Chilled Water Pump – 1	Replace with inline pump of same capacity	10 hp inline Armstrong model 4300 with VFD
	Chilled Water Pump – 2	Replace with inline pump of same capacity	10 hp inline Armstrong model 4300 with VFD
	Air Separator	Replace in-kind	Armstrong model VAS-6
	Expansion Tank	Replace in-kind	Armstrong model A200-L
	Chemical Feeder	Replace in-kind	Winger model DB-5HD
3	Air Handler Unit – 1	Unit remains, verify unit operation	n/a
4	Air Handler Unit – 2	Unit remains, verify unit operation	n/a
5	Package Air Conditioner Unit – 1	Replace in-kind	3-ton Trane package unit model WSC036
6	Package Air Conditioner Unit – 2	Replace in-kind	8.5-ton Trane package unit model YSC102
7	Power Exhaust	Unit remains, verify unit operation	n/a



Lighting line-by-lines

City Hall

Area	Room	Proposed	Qty
City Hall Exterior Lighting	Walkway Pole Lights	LED MED Pole Fixture w Sensor (4149)	3
City Hall Exterior Lighting	Walkway Pole Lights	LED MED Pole Fixture w Sensor (4149)	2
City Hall Exterior Lighting	Walkway Pole Lights	LED MED Pole Fixture w Sensor (4149)	1
City Hall Exterior Lighting	Bollard	HID LED Lamp (4149)	52
City Hall Exterior Lighting	Bollard	HID LED Lamp (4149)	4
City Hall Exterior Lighting	Recessed Lights	LED Recessed 6" 17w (4149)	10
City Hall Exterior Lighting	Step Lights	A19 LED 12w (4149)	2
City Hall Exterior Lighting	Step Lights	A19 LED 12w (4149)	2
City Hall Exterior Lighting	Monument Flood	LED Ground Flood Med	2
City Hall Exterior Lighting	Wall lights	LED wallpack fixture small (4149)	3
City Hall Exterior Lighting	Bench pergola	LED wallpack fixture small (4149)	6
City Hall Exterior Lighting	Bench pergola	A19 LED 12w (4149)	6
City Hall Exterior Lighting	East Wing Entrance	LED Surface Canopy SQ 10w (4149)	1
City Hall Exterior Lighting	East Wing Entrance	LED Surface Canopy SQ 10w (4149)	2
City Hall Exterior Lighting	Parking garage	LED wallpack fixture small (4149)	1
City Hall Exterior Lighting	Parks and recreation stairwell light	LED Surface Canopy SQ 10w (4149)	1
City Hall Exterior Lighting	West Wing Entrance	LED Surface Canopy SQ 10w (4149)	1
City Hall Exterior Lighting	West Wing Entrance	LED Surface Canopy SQ 10w (4149)	2
City Hall Exterior Lighting	West wing canopy	A19 LED 12w (4149)	10
City Hall Exterior Lighting	East Wing Basement stairwell	A19 LED 12w (4149)	1
City Hall Exterior Lighting	Flag poles well lights	HID LED Lamp (4149)	2
City Hall East Wing and Lobby Lighting	Ceiling lobby	4' 6L Retro (4149)	10
City Hall East Wing and Lobby Lighting	Ceiling lobby	4' 2L Troffer Retro	1
City Hall East Wing and Lobby Lighting	Chandelier lobby	A19 LED 6W (4149)	1
City Hall East Wing and Lobby Lighting	Recessed lobby	A19 LED 12w (4149)	11
City Hall East Wing and Lobby Lighting	Emergency Exit Sign	LED Emergency Exit Sign (4149)	4
City Hall East Wing and Lobby Lighting	Switch Gear Room	A19 LED 12w (4149)	2
City Hall East Wing and Lobby Lighting	Document Storage	4' 2L Troffer Retro	14
City Hall East Wing and Lobby Lighting	Document Storage	LED Emergency Exit Sign (4149)	1

Area	Room	Proposed	Qty
City Hall East Wing and Lobby Lighting	Basement Server Room	LED Emergency Exit Sign (4149)	2
City Hall East Wing and Lobby Lighting	File storage	4' 2L Troffer Retro	2
City Hall East Wing and Lobby Lighting	Lower parking structure	LED 8' Retrofit Kit, Light Bars (4149)	42
City Hall East Wing and Lobby Lighting	Lower parking structure	4' LED Vaportight (4149)	1
City Hall East Wing and Lobby Lighting	Lower parking structure	LED wallpack fixture small (4149)	1
City Hall East Wing and Lobby Lighting	Lower parking structure	LED Emergency Exit Sign (4149)	1
City Hall East Wing and Lobby Lighting	Lower parking structure	LED Drum (4149)	2
City Hall East Wing and Lobby Lighting	Overflow room	LED Drum (4149)	6
City Hall East Wing and Lobby Lighting	Telephone	4' 2L Troffer Retro	3
City Hall East Wing and Lobby Lighting	Stairwell East 1	A19 LED 12w (4149)	3
City Hall East Wing and Lobby Lighting	Stairwell East 2	A19 LED 12w (4149)	2
City Hall East Wing and Lobby Lighting	East Wing Hallway	4' 2L Troffer Retro	11
City Hall East Wing and Lobby Lighting	East Wing Hallway	A19 LED 12w (4149)	1
City Hall East Wing and Lobby Lighting	East Wing Hallway	LED Emergency Exit Sign (4149)	1
City Hall East Wing and Lobby Lighting	East Wing Women Restroom	4' 2L Troffer Retro	2
City Hall East Wing and Lobby Lighting	East Wing Women Restroom	4' 2L Retro w EM (4149)	1
City Hall East Wing and Lobby Lighting	East Wing Mens Restroom	4' 2L Troffer Retro	2
City Hall East Wing and Lobby Lighting	East Wing Mens Restroom	4' 2L Troffer Retro	1
City Hall East Wing and Lobby Lighting	East Wing Lunchroom	4' 2L Troffer Retro	11
City Hall East Wing and Lobby Lighting	East Wing Clerk Office	4' 2L Troffer Retro	8
City Hall East Wing and Lobby Lighting	East Wing Clerk Office	4' 2L Troffer Retro	2
City Hall East Wing and Lobby Lighting	East Wing Majors Office	4' 2L Troffer Retro	6
City Hall East Wing and Lobby Lighting	East Wing Majors Office Restroom	4' 2L Troffer Retro	1
City Hall East Wing and Lobby Lighting	East Wing Majors Office Restroom	A19 LED 12w (4149)	1
City Hall East Wing and Lobby Lighting	East Wing Clerk Office 1	4' 2L Troffer Retro	4
City Hall East Wing and Lobby Lighting	East Wing Clerk Office 2	4' 2L Troffer Retro	4

Area	Room	Proposed	Qty
City Hall East Wing and Lobby Lighting	East Wing Clerk Office 2	4' 2L Troffer Retro	6
City Hall East Wing and Lobby Lighting	East Wing Clerk Office 2	4' 2L Troffer Retro	1
City Hall East Wing and Lobby Lighting	East Wing Clerk Office 2	4' 2L Troffer Retro	1
City Hall East Wing and Lobby Lighting	East Wing Assistant City Manager	4' 2L Troffer Retro	2
City Hall East Wing and Lobby Lighting	East Wing City Manager	4' 2L Troffer Retro	8
City Hall East Wing and Lobby Lighting	East Wing City Manager Conference Room	4' 2L Troffer Retro	6
City Hall East Wing and Lobby Lighting	East Wing Conference Room	4' 2L Troffer Retro	9
City Hall East Wing and Lobby Lighting	East Wing Training Room	4' 2L Troffer Retro	8
City Hall East Wing and Lobby Lighting	Council chambers	4' 2L Troffer Retro	36
City Hall East Wing and Lobby Lighting	Storage room 1 East Wing	A19 LED 6W (4149)	3
City Hall East Wing and Lobby Lighting	Storage room 2 East wing	A19 LED 6W (4149)	3
City Hall East Wing and Lobby Lighting	Lobby Women Restroom	A19 LED 6W (4149)	1
City Hall East Wing and Lobby Lighting	Lobby Women Restroom	4' 2L Retro w EM (4149)	2
City Hall East Wing and Lobby Lighting	Lobby Mens Restroom	A19 LED 6W (4149)	1
City Hall East Wing and Lobby Lighting	Lobby Mens Restroom	4' 2L Troffer Retro	2
City Hall West Wing Lighting	IT Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	HR IT Open office	4' 2L Troffer Retro	19
City Hall West Wing Lighting	HR IT Office 1	4' 2L Troffer Retro	2
City Hall West Wing Lighting	IT Analyst Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Senior HR Analyst Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	HR Director Room	4' 2L Troffer Retro	4
City Hall West Wing Lighting	HR IT Conference Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	HR Document Storage Room	4' 1L Retro (4149)	8
City Hall West Wing Lighting	HR Document Storage Room	4' 1L Retro (4149)	8
City Hall West Wing Lighting	HR Document Storage Room	4' 1L Retro (4149)	9
City Hall West Wing Lighting	Finance Open Area	4' 2L Troffer Retro	49
City Hall West Wing Lighting	Finance Lunchroom	4' 2L Troffer Retro	4
City Hall West Wing Lighting	Finance Copy Room	4' 2L Troffer Retro	3
City Hall West Wing Lighting	Finance controller's office	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Finance Treasure office	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Communication Room	4' 2L Troffer Retro	4

Area	Room	Proposed	Qty
City Hall West Wing Lighting	Accounting Supervisors Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Accounting Managers Office	4' 2L Troffer Retro	3
City Hall West Wing Lighting	Finance Director Office	4' 2L Troffer Retro	4
City Hall West Wing Lighting	Hallway	4' 2L Troffer Retro	13
City Hall West Wing Lighting	Women Restroom	A19 LED 6W (4149)	2
City Hall West Wing Lighting	Women Restroom	4' 2L Retro w EM (4149)	4
City Hall West Wing Lighting	Private room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Janitors Closet	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Mens Restroom	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Mens Restroom	4' 2L Retro w EM (4149)	2
City Hall West Wing Lighting	Mens Restroom	4' 2L Retro w EM (4149)	1
City Hall West Wing Lighting	Building and Safety Open Area	4' 2L Troffer Retro	40
City Hall West Wing Lighting	Building and Safety Conference Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Building and Safety Office supply Room	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Building and Safety Telecom Room	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Building and Safety Site plan Room	A19 LED 6W (4149)	2
City Hall West Wing Lighting	Building and Safety Planning Manager Office	4' 2L Troffer Retro	4
City Hall West Wing Lighting	Building and Safety Planning Manager Office	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Building and Safety Coat Closet	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Building and Safety Deputy director	4' 2L Troffer Retro	4
City Hall West Wing Lighting	Building and Safety Deputy director	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Building and Safety Director Planning and Community Director	4' 2L Troffer Retro	6
City Hall West Wing Lighting	Building and Safety Director Planning and Community Director	4' 1L Retro (4149)	1
City Hall West Wing Lighting	Building and Safety Break Room	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Traffic and Safety Engineer Office	4' 2L Troffer Retro	3
City Hall West Wing Lighting	Traffic and Safety Open Area	4' 2L Troffer Retro	26
City Hall West Wing Lighting	Traffic and Safety-First Aid Room	A19 LED 6W (4149)	1
City Hall West Wing Lighting	Traffic and Safety Engineer Office 2	4' 2L Troffer Retro	2
City Hall West Wing Lighting	Traffic and Safety Site Plans Room	4' 1L Retro (4149)	14

Area	Room	Proposed	Qty
City Hall West Wing Lighting	Traffic and Safety Director of Public Works Office	4' 2L Troffer Retro	4
City Hall West Wing Lighting	Building and Safety Boiler Room	4' 1L Retro (4149)	1

City Park and Recreation Department

Area	Room	Proposed	Qty
Parks and Recreation Lighting	Lobby	2' 2L U Retro (4149)	9
Parks and Recreation Lighting	Lobby	A19 LED 6W (4149)	2
Parks and Recreation Lighting	Open Office	LED Recessed 6" 9W (4149)	5
Parks and Recreation Lighting	Open Office	4' 2L Troffer Retro	11
Parks and Recreation Lighting	Open Office	4' 2L Troffer Retro	1
Parks and Recreation Lighting	Conference Room	4' 2L Troffer Retro	2
Parks and Recreation Lighting	Conference Room	2' 2L U Retro (4149)	2
Parks and Recreation Lighting	Office 1	4' 2L Troffer Retro	4
Parks and Recreation Lighting	Office 2	4' 2L Troffer Retro	4
Parks and Recreation Lighting	Office 3	4' 2L Troffer Retro	4
Parks and Recreation Lighting	Managers Office	4' 3L Retro (4149)	6
Parks and Recreation Lighting	Managers Restroom	A19 LED 6W (4149)	2
Parks and Recreation Lighting	Managers Restroom	A19 LED 6W (4149)	1
Parks and Recreation Lighting	Storage closet	4' 2L Troffer Retro	3
Parks and Recreation Lighting	Open office staging area East entrance	4' 3L Retro (4149)	12
Parks and Recreation Lighting	Rangers office	4' 3L Retro (4149)	2
Parks and Recreation Lighting	Office 1	4' 3L Retro (4149)	4
Parks and Recreation Lighting	Conference Room	4' 3L Retro (4149)	6
Parks and Recreation Lighting	Hallway	4' 3L Retro (4149)	12
Parks and Recreation Lighting	Hallway	4' 3L Retro (4149)	3
Parks and Recreation Lighting	Hallway	4' 3L Retro (4149)	1
Parks and Recreation Lighting	Hallway	4' 3L Retro (4149)	1
Parks and Recreation Lighting	Hallway	4' 3L Retro (4149)	1
Parks and Recreation Lighting	Women Restroom	4' 2L Troffer Retro	3
Parks and Recreation Lighting	Boiler room	A19 LED 6W (4149)	1

Area	Room	Proposed	Qty
Parks and Recreation Lighting	Telephone electrical Room	4' 2L Troffer Retro	1
Parks and Recreation Lighting	Office 2	4' 3L Retro (4149)	2
Parks and Recreation Lighting	Office 3	4' 3L Retro (4149)	4
Parks and Recreation Lighting	Office 4	4' 3L Retro (4149)	4
Parks and Recreation Lighting	Office 5	4' 4L Retro (4149)	3
Parks and Recreation Lighting	Office 6	4' 3L Retro (4149)	2
Parks and Recreation Lighting	Break Room	4' 3L Retro (4149)	2
Parks and Recreation Lighting	Janitor closet	A19 LED 12w (4149)	1
Parks and Recreation Lighting	Office 7	4' 3L Retro (4149)	2
Parks and Recreation Lighting	Men Restroom	4' 2L Troffer Retro	3
Parks and Recreation Lighting	Office 8	4' 3L Retro (4149)	3
Parks and Recreation Lighting	Office 9	4' 3L Retro (4149)	3
Parks and Recreation Lighting	Office 10	4' 3L Retro (4149)	2
Parks and Recreation Lighting	Lobby open Area main entrance	4' 3L Retro (4149)	19
Parks and Recreation Exterior Lighting	Wallpack	LED wallpack fixture small (4149)	4
Parks and Recreation Exterior Lighting	Wallpack	LED wallpack fixture small (4149)	5
Parks and Recreation Exterior Lighting	Poles	HID LED Lamp (4149)	2

Police Department

Area	Room	Proposed	Qty
Police Department Exterior Lighting	Recessed lights	LED Recessed 8"-10" 57w (4149)	2
Police Department Exterior Lighting	Recessed lights	LED Recessed 8"-10" 57w (4149)	8
Police Department Exterior Lighting	In Wall Recessed in lights	HID LED Lamp (4149)	13
Police Department Exterior Lighting	Wallpack	LED wallpack fixture small (4149)	1
Police Department Exterior Lighting	Wall lights	LED wallpack fixture small (4149)	1
Police Department Exterior Lighting	3rd Floor Police Chief Balcony	LED Recessed 8"-10" 57w (4149)	2
Police Department Exterior Lighting	Roof top	A19 LED 12w (4149)	6
Police Department Exterior Lighting	Jail detained drop off Area	LED Surface Canopy SQ 20w (4149)	2
Police Department Exterior Lighting	Jail detained drop off Area	LED Recessed 8" 32w (4149)	3
Police Department Exterior Lighting	Jail detained drop off Area	LED wallpack fixture small (4149)	4
Police Department Exterior Lighting	Jail detained drop off Area	LED wallpack fixture small (4149)	3
Police Department Exterior Lighting	Detective parking Lot	LED MED Pole Fixture w Sensor (4149)	1
Police Department Exterior Lighting	Detective parking Lot	HID LED Lamp (4149)	3
Police Department Exterior Lighting	Detective parking Lot	LED wallpack fixture small (4149)	2
Police Department Exterior Lighting	Detective parking Lot	LED Recessed 8" 32w (4149)	6
Police Department Exterior Lighting	Flagpole well light	HID LED Lamp (4149)	1
Police Department Interior Lighting	Roof Exit foyer	2' 2L U Retro (4149)	4
Police Department Interior Lighting	3rd Floor Hallway	2' 2L U Retro (4149)	13
Police Department Interior Lighting	3rd Floor Hallway	4' 2L Troffer Retro	10
Police Department Interior Lighting	3rd Floor Hallway	LED Recessed 8" 32w (4149)	14
Police Department Interior Lighting	3rd Admin Open Area and Lobby	2' 2L U Retro (4149)	13
Police Department Interior Lighting	3rd Admin Open Area and Lobby	4' 3L Retro (4149)	18
Police Department Interior Lighting	3rd Admin Open Area and Lobby	LED Recessed 8" 32w (4149)	8
Police Department Interior Lighting	3rd Admin Open Area and Lobby	4' 2L Troffer Retro	10
Police Department Interior Lighting	301	4' 3L Retro (4149)	6

Area	Room	Proposed	Qty
Police Department Interior Lighting	302	4' 3L Retro (4149)	6
Police Department Interior Lighting	303	4' 3L Retro (4149)	9
Police Department Interior Lighting	303	4' 2L Troffer Retro	1
Police Department Interior Lighting	303	LED Recessed 6" 9W (4149)	1
Police Department Interior Lighting	303	2' 2L U Retro (4149)	1
Police Department Interior Lighting	303	LED drum/square kit small	1
Police Department Interior Lighting	3rd Admin Storage	LED drum/square kit small	1
Police Department Interior Lighting	304	4' 3L Retro (4149)	9
Police Department Interior Lighting	304	LED Recessed 6" 9W (4149)	3
Police Department Interior Lighting	315	4' 3L Retro (4149)	5
Police Department Interior Lighting	313	4' 3L Retro (4149)	2
Police Department Interior Lighting	314	4' 3L Retro (4149)	2
Police Department Interior Lighting	3rd Janitor Closet	LED drum/square kit small	1
Police Department Interior Lighting	3rd Admin Restroom 1	4' 2L Troffer Retro	1
Police Department Interior Lighting	305	4' 3L Retro (4149)	6
Police Department Interior Lighting	320	4' 3L Retro (4149)	14
Police Department Interior Lighting	341	4' 3L Retro (4149)	2
Police Department Interior Lighting	342	4' 3L Retro (4149)	2
Police Department Interior Lighting	343	4' 3L Retro (4149)	2
Police Department Interior Lighting	3rd Floor Office Storage	4' 3L Retro (4149)	1
Police Department Interior Lighting	3rd Floor Office Storage 2	4' 3L Retro (4149)	2
Police Department Interior Lighting	340	4' 3L Retro (4149)	9
Police Department Interior Lighting	3rd Floor employee lounge	4' 3L Retro (4149)	7
Police Department Interior Lighting	3rd Hallway Restroom 1	4' 2L Troffer Retro	1
Police Department Interior Lighting	3rd Hallway Restroom 2	4' 2L Troffer Retro	1
Police Department Interior Lighting	351	4' 3L Retro (4149)	2

Area	Room	Proposed	Qty
Police Department Interior Lighting	351 and 352 Open Office Area	4' 3L Retro (4149)	33
Police Department Interior Lighting	351 and 352 Open Office Area	2' 2L U Retro (4149)	3
Police Department Interior Lighting	Storage office 351	LED drum/square kit small	1
Police Department Interior Lighting	352	4' 3L Retro (4149)	2
Police Department Interior Lighting	353	4' 3L Retro (4149)	3
Police Department Interior Lighting	3rd stair elevator access room	2' 2L U Retro (4149)	6
Police Department Interior Lighting	3rd Floor Telephone Equipment Room	4' 2L Troffer Retro	2
Police Department Interior Lighting	2nd Floor Telephone Equipment Room	4' 2L Troffer Retro	2
Police Department Interior Lighting	1st Telephone Equipment Room	4' 2L Troffer Retro	2
Police Department Interior Lighting	186 Radio equipment room	4' 3L Retro (4149)	3
Police Department Interior Lighting	3rd Janitor Room Hallway	LED drum/square kit small	1
Police Department Interior Lighting	3rd Office 352 Closet 1	LED drum/square kit small	1
Police Department Interior Lighting	3rd Office 352 Closet 2	LED drum/square kit small	1
Police Department Interior Lighting	3rd Office 315 Storage Room	4' 3L Retro (4149)	1
Police Department Interior Lighting	3rd Admin Restroom 2	4' 2L Troffer Retro	1
Police Department Interior Lighting	3rd Floor U-shaped Storage Room	4' 3L Retro (4149)	6
Police Department Interior Lighting	2nd stair elevator access room	2' 2L U Retro (4149)	6
Police Department Interior Lighting	100 Property ID	2' 2L U Retro (4149)	5
Police Department Interior Lighting	103	4' 3L Retro (4149)	4
Police Department Interior Lighting	104	4' 2L Troffer Retro	4
Police Department Interior Lighting	105	4' 3L Retro (4149)	4
Police Department Interior Lighting	1st Floor evidence bay garage	4' 2L Troffer Retro	12
Police Department Interior Lighting	107	4' 2L Troffer Retro	2
Police Department Interior Lighting	106	4' 2L Troffer Retro	2
Police Department Interior Lighting	102 Evidence Storage	4' 3L Retro (4149)	12
Police Department Interior Lighting	101 Evidence Tagging	4' 3L Retro (4149)	12

Area	Room	Proposed	Qty
Police Department Interior Lighting	160 Shooting range	4' 4L Retro (4149)	7
Police Department Interior Lighting	160 Shooting range	LED Recessed 8" 32w (4149)	1
Police Department Interior Lighting	162	A19 LED 12w (4149)	1
Police Department Interior Lighting	1st Floor Ammo room	4' 2L Troffer Retro	2
Police Department Interior Lighting	2nd Floor Lobby	2' 2L U Retro (4149)	6
Police Department Interior Lighting	2nd Floor Lobby	2' 2L U Retro (4149)	10
Police Department Interior Lighting	2nd Floor Lobby	LED drum/square kit small	1
Police Department Interior Lighting	2nd Lobby women Restroom	LED Recessed 8" 32w (4149)	3
Police Department Interior Lighting	2nd Lobby women Restroom	4' 2L Troffer Retro	2
Police Department Interior Lighting	2nd Lobby Men Restroom	LED Recessed 8" 32w (4149)	3
Police Department Interior Lighting	2nd Lobby Men Restroom	4' 2L Troffer Retro	2
Police Department Interior Lighting	2nd Floor wiring closet	4' 2L Troffer Retro	1
Police Department Interior Lighting	211 Interview Room	4' 3L Retro (4149)	1
Police Department Interior Lighting	200 Records	4' 3L Retro (4149)	17
Police Department Interior Lighting	200 Records	2' 2L U Retro (4149)	8
Police Department Interior Lighting	202	4' 3L Retro (4149)	2
Police Department Interior Lighting	203	4' 3L Retro (4149)	2
Police Department Interior Lighting	204	4' 3L Retro (4149)	3
Police Department Interior Lighting	205	4' 3L Retro (4149)	2
Police Department Interior Lighting	200 records department supply room	4' 3L Retro (4149)	2
Police Department Interior Lighting	200 records department lunchroom	4' 3L Retro (4149)	3
Police Department Interior Lighting	200 records department Restroom	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd Floor Hallway	2' 2L U Retro (4149)	45
Police Department Interior Lighting	2nd Hallway Restroom 1	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd Hallway Restroom 2	4' 2L Troffer Retro	1
Police Department Interior Lighting	210	4' 3L Retro (4149)	12

Area	Room	Proposed	Qty
Police Department Interior Lighting	210 Closet	LED drum/square kit small	1
Police Department Interior Lighting	213	4' 3L Retro (4149)	2
Police Department Interior Lighting	220 Detectives	4' 3L Retro (4149)	16
Police Department Interior Lighting	220 Detectives	2' 2L U Retro (4149)	14
Police Department Interior Lighting	220 Detectives	LED Recessed 8" 32w (4149)	3
Police Department Interior Lighting	220 Storage	2' 2L U Retro (4149)	1
Police Department Interior Lighting	222	4' 3L Retro (4149)	1
Police Department Interior Lighting	223	4' 3L Retro (4149)	1
Police Department Interior Lighting	224	4' 3L Retro (4149)	1
Police Department Interior Lighting	226	4' 3L Retro (4149)	3
Police Department Interior Lighting	221	4' 3L Retro (4149)	1
Police Department Interior Lighting	227	4' 3L Retro (4149)	3
Police Department Interior Lighting	228	4' 3L Retro (4149)	4
Police Department Interior Lighting	228	2' 2L U Retro (4149)	2
Police Department Interior Lighting	220 Restroom 1	4' 2L Troffer Retro	1
Police Department Interior Lighting	220 Restroom 2	4' 2L Troffer Retro	1
Police Department Interior Lighting	229	4' 3L Retro (4149)	2
Police Department Interior Lighting	235	4' 3L Retro (4149)	2
Police Department Interior Lighting	241	4' 3L Retro (4149)	1
Police Department Interior Lighting	2nd Floor electrical Room	4' 2L Troffer Retro	1
Police Department Interior Lighting	242	4' 3L Retro (4149)	1
Police Department Interior Lighting	243	4' 3L Retro (4149)	1
Police Department Interior Lighting	244	4' 3L Retro (4149)	1
Police Department Interior Lighting	232 empty closet	2' 2L U Retro (4149)	1
Police Department Interior Lighting	232 Reserve Office	4' 3L Retro (4149)	3
Police Department Interior Lighting	232 Reserve Office	A19 LED 6W (4149)	1

Area	Room	Proposed	Qty
Police Department Interior Lighting	232 Restroom	4' 2L Troffer Retro	1
Police Department Interior Lighting	232 juvenile detention room	4' 3L Retro (4149)	2
Police Department Interior Lighting	232 storage room	4' 3L Retro (4149)	2
Police Department Interior Lighting	232	2' 2L U Retro (4149)	3
Police Department Interior Lighting	232	4' 3L Retro (4149)	3
Police Department Interior Lighting	230	2' 2L U Retro (4149)	1
Police Department Interior Lighting	230	4' 3L Retro (4149)	3
Police Department Interior Lighting	230	4' 1L Retro (4149)	18
Police Department Interior Lighting	230 Break Room	2' 2L U Retro (4149)	1
Police Department Interior Lighting	230 Break Room	4' 3L Retro (4149)	1
Police Department Interior Lighting	234	4' 3L Retro (4149)	2
Police Department Interior Lighting	250	4' 3L Retro (4149)	18
Police Department Interior Lighting	250	LED Recessed 8" 32w (4149)	2
Police Department Interior Lighting	250	LED drum/square kit small	1
Police Department Interior Lighting	253	4' 3L Retro (4149)	2
Police Department Interior Lighting	252 254 255 and 256 combined	4' 3L Retro (4149)	12
Police Department Interior Lighting	252 Restroom	4' 2L Troffer Retro	1
Police Department Interior Lighting	286	4' 3L Retro (4149)	3
Police Department Interior Lighting	2nd Floor Janitor closet	4' 2L Troffer Retro	1
Police Department Interior Lighting	280	4' 3L Retro (4149)	3
Police Department Interior Lighting	285	4' 3L Retro (4149)	2
Police Department Interior Lighting	281	4' 3L Retro (4149)	5
Police Department Interior Lighting	281	4' 2L Troffer Retro	1
Police Department Interior Lighting	284	4' 3L Retro (4149)	2
Police Department Interior Lighting	283	4' 3L Retro (4149)	3
Police Department Interior Lighting	283	4' 2L Troffer Retro	1

Area	Room	Proposed	Qty
Police Department Interior Lighting	271	4' 3L Retro (4149)	3
Police Department Interior Lighting	287	4' 3L Retro (4149)	4
Police Department Interior Lighting	2nd Floor report writing Room	4' 3L Retro (4149)	10
Police Department Interior Lighting	282	4' 3L Retro (4149)	2
Police Department Interior Lighting	2nd Floor Jail holdings Room	4' 2L Troffer Retro	43
Police Department Interior Lighting	2nd Jail control room	4' 3L Retro (4149)	4
Police Department Interior Lighting	2nd Jail control room	LED Recessed 6" 9W (4149)	4
Police Department Interior Lighting	2nd Floor Jail Storage freezer	4' 3L Retro (4149)	2
Police Department Interior Lighting	2nd report writing Restroom	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd report writing Closet	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd report writing Baby seats Closet	2' 2L U Retro (4149)	1
Police Department Interior Lighting	2nd Floor Jail Hallway	LED Surface Canopy SQ 20w (4149)	1
Police Department Interior Lighting	2nd Floor Jail Hallway	LED drum/square kit small	3
Police Department Interior Lighting	2nd electrical Closet next to jail	4' 2L Troffer Retro	1
Police Department Interior Lighting	260	4' 3L Retro (4149)	2
Police Department Interior Lighting	260	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd FL Mens Restroom	4' 2L Troffer Retro	2
Police Department Interior Lighting	2nd FL Mens Restroom	2' 2L U Retro (4149)	1
Police Department Interior Lighting	2nd FL Mens Restroom Closet	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd FL Women Restroom	4' 2L Troffer Retro	3
Police Department Interior Lighting	2nd FL Women Restroom	2' 2L U Retro (4149)	1
Police Department Interior Lighting	2nd FL Women Restroom Closet	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd Hallway Restroom 3	4' 2L Troffer Retro	1
Police Department Interior Lighting	2nd Hallway Restroom 4	4' 2L Troffer Retro	1
Police Department Interior Lighting	1st FL Boiler Room	4' 2L Troffer Retro	2
Police Department Interior Lighting	1st FL Boiler Room	2' 2L U Retro (4149)	1

Area	Room	Proposed	Qty
Police Department Interior Lighting	1st FL Boiler Room	4' 2L Troffer Retro	1
Police Department Interior Lighting	1st FL Wrestling Room	4' 3L Retro (4149)	11
Police Department Interior Lighting	1st FL Wrestling Room	LED Recessed 8" 32w (4149)	2
Police Department Interior Lighting	1st FL Wrestling Room	2' 2L U Retro (4149)	1
Police Department Interior Lighting	142 Mens Locker Room	4' 3L Retro (4149)	18
Police Department Interior Lighting	142 Mens Locker Room	2' 2L U Retro (4149)	1
Police Department Interior Lighting	142 Mens Locker Room	LED Recessed 8" 32w (4149)	4
Police Department Interior Lighting	142 Mens Locker Room	LED Recessed 6" 9W (4149)	8
Police Department Interior Lighting	142 Mens Locker Room	4' 2L Troffer Retro	8
Police Department Interior Lighting	132 Women Locker Room	4' 3L Retro (4149)	6
Police Department Interior Lighting	132 Women Locker Room	2' 2L U Retro (4149)	1
Police Department Interior Lighting	132 Women Locker Room	4' 2L Troffer Retro	2
Police Department Interior Lighting	132 Women Locker Room	LED Recessed 6" 9W (4149)	3
Police Department Interior Lighting	132 Women Locker Room	4' 2L Troffer Retro	8
Police Department Interior Lighting	131 sleeping room	4' 2L Troffer Retro	1
Police Department Interior Lighting	130 Women Locker Room	4' 3L Retro (4149)	2
Police Department Interior Lighting	140 Men Locker Room	4' 3L Retro (4149)	2
Police Department Interior Lighting	141 Men sleeping room	4' 2L Troffer Retro	1
Police Department Interior Lighting	121	4' 3L Retro (4149)	2
Police Department Interior Lighting	120	4' 3L Retro (4149)	10
Police Department Interior Lighting	120 Hallway Closet	LED drum/square kit small	1
Police Department Interior Lighting	187 Telephone Equipment Room	4' 2L Troffer Retro	2
Police Department Interior Lighting	190	4' 3L Retro (4149)	8
Police Department Interior Lighting	190	LED Recessed 6" 9W (4149)	3
Police Department Interior Lighting	170 Gym	4' 3L Retro (4149)	15
Police Department Interior Lighting	170 Gym	4' 3L Retro (4149)	8

Area	Room	Proposed	Qty
Police Department Interior Lighting	1st Floor Computer Room	4' 3L Retro (4149)	2
Police Department Interior Lighting	1st Floor HVAC Room	A19 LED 12w (4149)	2
Police Department Interior Lighting	183	A19 LED 12w (4149)	1
Police Department Interior Lighting	184	A19 LED 12w (4149)	1
Police Department Interior Lighting	185	A19 LED 12w (4149)	1
Police Department Interior Lighting	Gym closet	LED drum/square kit small	1
Police Department Interior Lighting	171	4' 3L Retro (4149)	8
Police Department Interior Lighting	1st Floor Hallway closet 2	4' 2L Troffer Retro	2
Police Department Interior Lighting	110 Squad Room	4' 3L Retro (4149)	12
Police Department Interior Lighting	1st Floor Hallway Electrical closet	4' 2L Troffer Retro	2
Police Department Interior Lighting	1st Floor Hallway	2' 2L U Retro (4149)	36
Police Department Interior Lighting	1st Floor Hallway	LED Recessed 8" 32w (4149)	5
Police Department Interior Lighting	Stairwell 2	4' 2L Troffer Retro	8
Police Department Interior Lighting	Stairwell 2	2' 2L U Retro (4149)	6
Police Department Interior Lighting	Stair 2 Elevator	4' 3L Retro (4149)	2
Police Department Interior Lighting	Stairwell B	4' 2L Troffer Retro	2
Police Department Interior Lighting	Stairwell B	2' 2L U Retro (4149)	3
Police Department Interior Lighting	191 Archives	4' 2L Troffer Retro	10
Police Department Interior Lighting	Stairwell A	2' 2L U Retro (4149)	4
Police Department Interior Lighting	Lobby Elevator	4' 3L Retro (4149)	2
Police Department Interior Lighting	Stairwell 1	4' 2L Troffer Retro	1
Police Department Interior Lighting	Stairwell 1	2' 2L U Retro (4149)	7
Police Department Interior Lighting	1st Floor Elevator Machine Room 2	4' 2L Troffer Retro	2
Police Department Interior Lighting	1st Floor Elevator Machine Room 1	4' 2L Troffer Retro	1

Fire Station 55

Area	Room	Proposed	Qty
Fire Station 55 Interior	Dormitory closet	LED A lamp medium lumen (4235)	1
Fire Station 55 Interior	Men Lockers Room	8' 1L Retro (4235)	1
Fire Station 55 Interior	Dormitory 3	8' 1L Retro (4235)	1
Fire Station 55 Interior	Dormitory 3	LED A lamp low lumen (4235)	1
Fire Station 55 Interior	Dormitory staircase	LED A lamp low lumen (4235)	1
Fire Station 55 Interior	Laundry Room	4' 2L Troffer Retro (4235)	1
Fire Station 55 Interior	Kitchen-TV Room	2' 2L Retro (4235)	1
Fire Station 55 Interior	Server closet	2' 2L Retro (4235)	1
Fire Station 55 Interior	Server closet	4' 1L Retro (4235)	1
Fire Station 55 Interior	Women Restroom	4' 1L Retro (4235)	1
Fire Station 55 Interior	Administrative Office 1	2' 2L Retro (4235)	1
Fire Station 55 Interior	Battalion Chiefs Office	2' 2L Retro (4235)	1
Fire Station 55 Interior	Chiefs Office	2' 2L Retro (4235)	1
Fire Station 55 Interior	Apparatus Room	4' LED Vaportight (4235)	1
Fire Station 55 Interior	Apparatus Supplies Room	4' LED Vaportight (4235)	1
Fire Station 55 Exterior	Apparatus Hanger	LED wallpack fixture medium (4235)	3
Fire Station 55 Exterior	Building lights	LED flood fixture large (4235)	2
Fire Station 55 Exterior	Building lights	LED A lamp low lumen (4235)	2
Fire Station 55 Exterior	Building lights	LED flood fixture 1/2" knuckle (4235)	1
Fire Station 55 Exterior	Building lights	LED wallpack fixture small with photocell (4235)	2

Fire Station 56

Area	Room	Proposed	Qty
Fire Station 56 Exterior	Building lights	LED flood fixture large (4237)	2
Fire Station 56 Exterior	Building lights	6" LED Recessed Fixture (4237)	8
Fire Station 56 Exterior	Building lights	LED wallpack fixture large (4237)	1
Fire Station 56 Exterior	Building lights	LED wallpack fixture small (4237)	1
Fire Station 56 Exterior	Building lights	LED wallpack fixture small (4237)	3
Fire Station 56 Exterior	Parking lot Area	LED wallpack fixture small (4237)	1
Fire Station 56 Interior	Equipment room	4' 2L Troffer Retro (4237)	4
Fire Station 56 Interior	Fire sprinkler room 1	4' 2L Troffer Retro (4237)	1
Fire Station 56 Interior	Fire sprinkler room 1	LED A lamp medium lumen (4237)	1
Fire Station 56 Interior	Apparatus Room	LED A lamp medium lumen (4237)	15
Fire Station 56 Interior	Apparatus Fire hose storage room	4' 2L Troffer Retro (4237)	3
Fire Station 56 Interior	Apparatus Compressor room	4' 2L Troffer Retro (4237)	1
Fire Station 56 Interior	Apparatus Tool shop room	4' 2L Troffer Retro (4237)	1
Fire Station 56 Interior	Apparatus Tool shop room	LED 1x8 Strip Fixture - FSC (4237)	4
Fire Station 56 Interior	Apparatus Electrical room	4' 2L Troffer Retro (4237)	2
Fire Station 56 Interior	Apparatus Power System room	4' 2L Troffer Retro (4237)	2
Fire Station 56 Interior	Apparatus Roof hatch access room	LED wallpack fixture small (4237)	1
Fire Station 56 Interior	Apparatus Office	4' 4L Retro (4237)	2
Fire Station 56 Interior	Office hallway	2' 2L Retro (4237)	9
Fire Station 56 Interior	Office hallway	6" LED Recessed Fixture (4237)	5
Fire Station 56 Interior	Front door lobby area	4' 4L Retro (4237)	1
Fire Station 56 Interior	Front door lobby area restroom	4' 2L Troffer Retro (4237)	1
Fire Station 56 Interior	Office 2	2' 2L U Retro (4237)	2
Fire Station 56 Interior	Office 2	LED A lamp medium lumen (4237)	1
Fire Station 56 Interior	Chiefs office	LED A lamp medium lumen (4237)	1
Fire Station 56 Interior	Women Locker room	4' 1L Retro (4237)	1
Fire Station 56 Interior	Women Locker room	6" LED Recessed Fixture (4237)	1
Fire Station 56 Interior	Women Locker room	LED A lamp medium lumen (4237)	1
Fire Station 56 Interior	Mens Locker room	4' 1L Retro (4237)	3
Fire Station 56 Interior	Mens Locker room	6" LED Recessed Fixture (4237)	6
Fire Station 56 Interior	Dormitory 1	4' 1L Retro (4237)	1
Fire Station 56 Interior	Dormitory 1	6" LED Recessed Fixture (4237)	3
Fire Station 56 Interior	Dormitory 2	2' 2L U Retro (4237)	8

Area	Room	Proposed	Qty
Fire Station 56 Interior	TV Room	2' 2L Retro (4237)	1
Fire Station 56 Interior	Kitchen	2' 2L LED BIAx (4237)	1
Fire Station 56 Interior	Kitchen	LED A lamp medium lumen (4237)	1
Fire Station 56 Interior	Kitchen	LED Par30 lamp medium lumen (4237)	2

Fire Station 57

Area	Room	Proposed	Qty
Fire Station 57 Exterior	Building lights	6" LED Recessed Fixture (4239)	1
Fire Station 57 Exterior	Parking lot	LED flood fixture 1/2" knuckle	2
Fire Station 57 Exterior	Parking lot	LED flood fixture 1/2" knuckle	1
Fire Station 57 Interior	Apparatus Room	8' 2L Retro (4239)	6
Fire Station 57 Interior	Apparatus Room	8' 2L Retro (4239)	3
Fire Station 57 Interior	Apparatus fire hose room	4' 2L Troffer Retro (4239)	3
Fire Station 57 Interior	Office	4' 4L Retro (4239)	3
Fire Station 57 Interior	TV lounge-Kitchen area	4' 4L Retro (4239)	10
Fire Station 57 Interior	Dormitory 1	4' 4L Retro (4239)	3
Fire Station 57 Interior	Dormitory 1	LED A lamp medium lumen	1
Fire Station 57 Interior	Laundry room	LED A lamp medium lumen	4
Fire Station 57 Interior	Server Room	2' 2L Retro (4239)	1
Fire Station 57 Interior	Server Room	8' 2L Retro (4239)	1
Fire Station 57 Interior	Server Room	LED A lamp medium lumen	3
Fire Station 57 Interior	Dormitory 2	4' 4L Retro (4239)	4
Fire Station 57 Interior	Restroom - Shower Room	LED A lamp medium lumen	2

Transit Department

Area	Room	Proposed	Qty
Transit Building Exterior	Lobby parking	Large LED Pole Fixture 480 (4157)	2
Transit Building Exterior	Lobby parking	LED wallpack fixture small (4157)	1
Transit Building Exterior	Lobby parking	LED Recessed 8" 32w (4157)	3
Transit Building Exterior	Canopy Area	Large LED Pole Fixture 480 (4157)	7
Transit Building Exterior	Canopy Area	4' LED Vaportight	7
Transit Building Exterior	Canopy Area	LED wallpack fixture medium (4157)	4
Transit Building Exterior	Canopy Area	4' 2L Troffer Retro	5
Transit Building Exterior	Taylor warehouse walking gate	LED wallpack fixture large	1
Transit Building Exterior	Warehouse Loading Dock	4' 2L Troffer Retro	6
Transit Building Exterior	Catwalk	4' 2L Troffer Retro	8
Transit Building Exterior	Maintenance Shop Exterior	LED wallpack fixture large	11
Transit Building Exterior	Maintenance Shop Exterior	Large LED Pole Fixture 480 (4157)	1
Transit Building Exterior	Maintenance Shop Exterior	Large LED Pole Fixture 480 (4157)	1
Transit Building Exterior	Detail Wash Area	LED highbay fixture with sensor (4157)	6
Transit Building Exterior	Maintenance product room	4' 2L Troffer Retro	3
Transit Building Exterior	Street Division	LED wallpack fixture large	5
Transit Building Exterior	Street Division	LED drum/square kit small	3
Transit Building Exterior	Street Division	LED wallpack fixture small (4157)	1
Transit Building Exterior	Street Division Warehouse	LED highbay fixture with sensor (4157)	4
Transit Building Exterior	Street Division Warehouse	LED highbay fixture with sensor (4157)	4
Transit Building Exterior	Street Division Warehouse	LED lowbay fixture with sensor (4157)	4
Transit Building Exterior	Street Division Warehouse	4' 2L Troffer Retro	1
Transit Building Exterior	311 parking area	Large LED Pole Fixture 480 (4157)	2
Transit Building Exterior	311 parking area	LED Surface Canopy SQ 20w (4157)	4
Transit Building Exterior	311 Entrance gate	Large LED Pole Fixture 480 (4157)	2
Transit Building Exterior	Communications Canopy	4' LED Vaportight	3
Transit Building Exterior	Communications Canopy	Large LED Pole Fixture 480 (4157)	1
Transit Building Exterior	Administration Bldg	LED wallpack fixture medium (4157)	2

Area	Room	Proposed	Qty
Transit Building Exterior	Administration Bldg	LED wallpack fixture small (4157)	3
Transit Building Exterior	Administration Bldg	Large LED Pole Fixture 480 (4157)	2
Transit Building Exterior	Bus Parking Yard	Large LED Pole Fixture 480 (4157)	12
Transit Building Exterior	Bus Parking Yard	Large LED Pole Fixture 480 (4157)	17
Transit Building Exterior	Bus Parking Yard		1
Transit Building Exterior	CNG Processing plant		4
Transit Building Exterior	Chassi Wash	LED Surface Canopy SQ 40w	8
Transit Building Exterior	Chassi Wash	4' LED Vaportight	3
Transit Building Exterior	Bus Wash		9
Transit Building Exterior	Bus Wash	4' 2L Troffer Retro	8
Transit Building Exterior	Under Carriage Inspection Pit		4
Transit Building Exterior	Under Carriage Inspection Pit	4' LED Vaportight	2
Transit Building Exterior	Under Carriage Inspection Pit	4' 2L Troffer Retro	13
Transit Building Exterior	Fuel Island		12
Transit Building Exterior	Fuel Island	BRISK12N/PCU (4157)	3
Transit Building Exterior	Fuel island office	4' 3L Retro (4157)	2
Transit Building Exterior	Fuel island restroom	4' 2L Troffer Retro	2
Transit Building Exterior	Fuel island equipment room	4' 2L Troffer Retro	2
Transit Building Exterior	Money room	4' 3L Retro (4157)	4
Transit Building Exterior	Fuel island product room	4' 2L Troffer Retro	4
Transit Building Exterior	Bus operator patio	LED wallpack fixture large	1
Transit Building Exterior	Lower Level Employee Parking Bulk Storage	LED vapor tight fixture 8' with sensor	9
Transit Building Exterior	Lower Level Employee Parking Bulk Storage	Remove	9
Transit Building Exterior	Lower Level Employee Parking	LED vapor tight fixture 8' with sensor	52
Transit Building Exterior	Lower Level Employee Parking	Remove	52
Transit Building Exterior	Lower Level Employee Parking Bike storage	LED vapor tight fixture 8' with sensor	2
Transit Building Exterior	Lower Level Employee Parking Bike storage	Remove	2
Transit Building Interior	Maintenance Shop Service Bay	LED highbay fixture with sensor (4157)	44
Transit Building Interior	Maintenance Shop Service Bay	LED highbay fixture with sensor (4157)	18
Transit Building Interior	Maintenance Shop Service Bay	LED flood fixture medium	5
Transit Building Interior	Body shop	LED highbay fixture with sensor (4157)	11
Transit Building Interior	Body shop	4' 2L Troffer Retro	2
Transit Building Interior	Body shop	4' 4L Retro	4

Area	Room	Proposed	Qty
Transit Building Interior	Body shop Electrical Room	4' LED Vaportight	1
Transit Building Interior	Body shop Electrical Room	A19 LED 12w	4
Transit Building Interior	Facility maintenance 2nd floor Storage	4' 2L Troffer Retro	4
Transit Building Interior	Body shop storage	4' LED Vaportight	1
Transit Building Interior	Body shop storage	4' 2L Troffer Retro	2
Transit Building Interior	Facility maintenance	4' 2L Troffer Retro	4
Transit Building Interior	Maintenance shop electrical room	4' 2L Troffer Retro	2
Transit Building Interior	Maintenance Shop Service Bay	LED lowbay fixture with sensor (4157)	1
Transit Building Interior	Maintenance shop lunchroom	4' 3L Retro (4157)	6
Transit Building Interior	Maintenance shop lunchroom	4' 3L Retro (4157)	1
Transit Building Interior	Maintenance shop supervisor office	4' 3L Retro (4157)	2
Transit Building Interior	Maintenance shop fare	4' 3L Retro (4157)	2
Transit Building Interior	Maintenance shop Mens restroom	4' 3L Retro (4157)	4
Transit Building Interior	Maintenance shop Mens restroom	4' 2L Troffer Retro	5
Transit Building Interior	Maintenance shop Mens restroom	LED Recessed 6" 9W	1
Transit Building Interior	Maintenance shop Mens restroom	LED Recessed 6" 9W	1
Transit Building Interior	Maintenance shop Janitor closet	4' 2L Troffer Retro	1
Transit Building Interior	Maintenance shop Women restroom	4' 3L Retro (4157)	3
Transit Building Interior	Maintenance shop Women restroom	4' 2L Troffer Retro	2
Transit Building Interior	Maintenance shop Women restroom	LED Recessed 6" 9W	1
Transit Building Interior	Maintenance shop Women restroom	LED Recessed 6" 9W	1
Transit Building Interior	Stairwell 1 - 1 Thru 2	4' 2L Troffer Retro	3
Transit Building Interior	Stairwell 1 - 1 Thru 2	4' 2L Troffer Retro	1
Transit Building Interior	Maintenance shop Manager office	4' 3L Retro (4157)	1
Transit Building Interior	Maintenance shop Manager office	4' 3L Retro (4157)	1
Transit Building Interior	Maintenance shop Secretary Lucy office	4' 3L Retro (4157)	2
Transit Building Interior	Maintenance shop Juan Arredondo office	4' 3L Retro (4157)	2
Transit Building Interior	Maintenance shop Heating closet	LED Recessed 6" 9W	2
Transit Building Interior	Maintenance shop 2nd Floor restroom	4' 2L Troffer Retro	2

Area	Room	Proposed	Qty
Transit Building Interior	Maintenance shop 2nd Floor restroom	LED Recessed 6" 9W	1
Transit Building Interior	Maintenance shop Janitor closet 2nd floor	4' 2L Troffer Retro	1
Transit Building Interior	Maintenance shop 2nd floor hallway	4' 2L Troffer Retro	3
Transit Building Interior	Maintenance shop Training room	4' 3L Retro (4157)	8
Transit Building Interior	Maintenance shop Training room Storage	4' 3L Retro (4157)	1
Transit Building Interior	Admin Clerk Area 203	2' 2L U Retro (4157)	10
Transit Building Interior	Admin Clerk Area 203	4' 2L Troffer Retro	6
Transit Building Interior	Admin Clerk Area 203	4' 1L Retro (4157)	12
Transit Building Interior	Admin Waiting Area 201	LED Recessed 6" 9W	11
Transit Building Interior	Admin 202	4' 3L Retro (4157)	2
Transit Building Interior	Admin computer room 205	4' 2L Troffer Retro	1
Transit Building Interior	Admin 206	4' 3L Retro (4157)	2
Transit Building Interior	Admin 208	4' 3L Retro (4157)	2
Transit Building Interior	Admin 209 Copy Work room	4' 3L Retro (4157)	6
Transit Building Interior	Admin 211	4' 3L Retro (4157)	2
Transit Building Interior	Admin 212	4' 3L Retro (4157)	2
Transit Building Interior	Admin roof deck 215	LED Round Flat Retro	4
Transit Building Interior	Admin 213	4' 3L Retro (4157)	2
Transit Building Interior	Admin 217	4' 3L Retro (4157)	2
Transit Building Interior	Admin 218	4' 3L Retro (4157)	2
Transit Building Interior	Admin 224	4' 3L Retro (4157)	2
Transit Building Interior	Admin 225 Conference Room	4' 1L Retro (4157)	30
Transit Building Interior	Admin 216 Lounge	4' 3L Retro (4157)	4
Transit Building Interior	Admin 220 Janitor	4' 2L Troffer Retro	1
Transit Building Interior	Admin 221 Women restroom	4' 3L Retro (4157)	2
Transit Building Interior	Admin 221 Women restroom	4' 2L Troffer Retro	2
Transit Building Interior	Admin 222 Men restroom	4' 3L Retro (4157)	4
Transit Building Interior	Admin office adjacent to conference room	4' 3L Retro (4157)	3
Transit Building Interior	Admin 226 Archives	4' 2L Troffer Retro	3
Transit Building Interior	Admin 2nd flood corridor	4' 2L Troffer Retro	10
Transit Building Interior	Admin Stairwell 3	4' 2L Troffer Retro	6
Transit Building Interior	Admin Stairwell 3	4' 2L Troffer Retro	1
Transit Building Interior	Admin Elevator	4' 2L Troffer Retro	3
Transit Building Interior	Admin 101 Reception	LED Round Flat Retro	2
Transit Building Interior	Admin 101 Reception	LED Recessed 6" 9W	3
Transit Building Interior	Admin 101 Reception	4' 1L Retro (4157)	24
Transit Building Interior	Admin 101 Reception	4' 2L Troffer Retro	1
Transit Building Interior	Admin 108	4' 3L Retro (4157)	2

Area	Room	Proposed	Qty
Transit Building Interior	Admin 109	4' 3L Retro (4157)	2
Transit Building Interior	Admin 112	4' 3L Retro (4157)	2
Transit Building Interior	Admin 110	4' 2L Troffer Retro	2
Transit Building Interior	Admin 107 Training room	4' 3L Retro (4157)	6
Transit Building Interior	Admin 114	4' 2L Troffer Retro	1
Transit Building Interior	Admin 113	4' 3L Retro (4157)	2
Transit Building Interior	Admin 106	4' 3L Retro (4157)	6
Transit Building Interior	Admin Janitor	4' 2L Troffer Retro	1
Transit Building Interior	Admin 117 Men restroom	4' 2L Troffer Retro	2
Transit Building Interior	Admin 118 Women restroom	4' 2L Troffer Retro	2
Transit Building Interior	Admin 124	4' 3L Retro (4157)	2
Transit Building Interior	Admin 126	4' 2L Troffer Retro	2
Transit Building Interior	Admin 125	4' 3L Retro (4157)	6
Transit Building Interior	Admin 128A	4' 2L Troffer Retro	1
Transit Building Interior	Admin 128 Women Restroom	4' 2L Troffer Retro	5
Transit Building Interior	Admin 129 Women Shower	LED Recessed 6" 9W	1
Transit Building Interior	Admin 130A	4' 2L Troffer Retro	1
Transit Building Interior	Admin 130 Men restroom	4' 2L Troffer Retro	5
Transit Building Interior	Admin 129 Women Shower	LED Recessed 6" 9W	1
Transit Building Interior	Admin 129 Women Shower		1
Transit Building Interior	Admin 127 Drivers Lounge	4' 2L Troffer Retro	12
Transit Building Interior	Admin 136 Closet	4' 2L Troffer Retro	1
Transit Building Interior	Admin 132 Vestible	4' 2L Troffer Retro	2
Transit Building Interior	Admin 133	4' 3L Retro (4157)	6
Transit Building Interior	Admin 122	4' 3L Retro (4157)	2
Transit Building Interior	Admin 122	4' 1L Retro (4157)	2
Transit Building Interior	Admin 121	4' 3L Retro (4157)	2
Transit Building Interior	Admin 121	4' 1L Retro (4157)	1
Transit Building Interior	Admin 120	4' 3L Retro (4157)	2
Transit Building Interior	Admin 120	4' 1L Retro (4157)	2
Transit Building Interior	Admin 119	4' 3L Retro (4157)	4
Transit Building Interior	Admin 119	4' 1L Retro (4157)	2
Transit Building Interior	Admin 104	4' 3L Retro (4157)	2
Transit Building Interior	Admin 104	4' 1L Retro (4157)	2
Transit Building Interior	Admin 104	4' 1L Retro (4157)	3
Transit Building Interior	Admin 104 closet	4' 2L Troffer Retro	1
Transit Building Interior	Admin 135 Stairwell 3 Closet	4' 2L Troffer Retro	2
Transit Building Interior	Admin Stairwell 3 3rd level office	4' 2L Troffer Retro	1
Transit Building Interior	Roof Elevator Room	4' 2L Troffer Retro	2
Transit Building Interior	Stairwell 1 - B Thru 1	4' 2L Troffer Retro	2
Transit Building Interior	Gym	4' 3L Retro (4157)	9

Area	Room	Proposed	Qty
Transit Building Interior	Gym restroom	4' 2L Troffer Retro	1
Transit Building Interior	Communications storage area	LED lowbay fixture with sensor (4157)	4
Transit Building Interior	Communications storage area	A19 LED 12w	1
Transit Building Interior	Communications storage area	Remove	2
Transit Building Interior	Communications storage area	A19 LED 12w	1
Transit Building Interior	Communications storage area	4' 2L Troffer Retro	2
Transit Building Interior	Communication router room	4' LED Vaportight	2
Transit Building Interior	Communications server room	4' 2L Troffer Retro	4
Transit Building Interior	Communications server room	A19 LED 12w	1
Transit Building Interior	Communications repair shop	4' LED Vaportight	4
Transit Building Interior	Communications server radio room 2nd level	4' 2L Troffer Retro	5
Transit Building Interior	Communications server radio room 2nd level	4' 2L Troffer Retro	5
Transit Building Interior	Warehouse	4' 2L Troffer Retro	2
Transit Building Interior	Warehouse	4' 2L Troffer Retro	85
Transit Building Interior	Warehouse	4' 2L Troffer Retro	34
Transit Building Interior	Warehouse	4' 2L Troffer Retro	1
Transit Building Interior	Warehouse tool room	4' 4L Retro	1
Transit Building Interior	Warehouse counter	4' 3L Retro (4157)	1
Transit Building Interior	Warehouse office	4' 3L Retro (4157)	8
Transit Building Interior	Street Division Lunchroom	4' 4L Retro	6
Transit Building Interior	Street Division Men restroom	4' 4L Retro	6
Transit Building Interior	Street Division Men restroom	4' 2L Troffer Retro	2
Transit Building Interior	Street Division Women restroom	4' 4L Retro	4
Transit Building Interior	Street Division Women restroom	2' 2L U Retro (4157)	1
Transit Building Interior	Street Division Boiler room	A19 LED 12w	2
Transit Building Interior	Street Division Hallway	4' 4L Retro	12
Transit Building Interior	Street Division Men Restroom	4' 2L Troffer Retro	1
Transit Building Interior	Street Division Men Restroom	A19 LED 12w	1
Transit Building Interior	Street Division Kitchenette	4' 4L Retro	1
Transit Building Interior	Street Division 311 Lobby	4' 4L Retro	9
Transit Building Interior	Street Division 311 Lobby Entrance	4' 4L Retro	2

Area	Room	Proposed	Qty
Transit Building Interior	Street Division Women restroom	4' 2L Troffer Retro	2
Transit Building Interior	Street Division training EOC ROOM	4' 4L Retro	16
Transit Building Interior	Street Division office 1	4' 4L Retro	2
Transit Building Interior	Street Division office 2	4' 4L Retro	4
Transit Building Interior	Street Division office 3	4' 4L Retro	4
Transit Building Interior	Street Division office 4	4' 4L Retro	3
Transit Building Interior	Street Division office 5	4' 4L Retro	3
Transit Building Interior	Street Division office 6	4' 4L Retro	2
Transit Building Interior	Street Division Janitor closet	A19 LED 12w	1
Transit Building Interior	Street Division training EOC Room 2	4' 3L Retro (4157)	8
Transit Building Interior	Street Division Tool Room	4' LED Vaportight	2

Senior Center

Area	Room	Proposed	Qty
Senior Center Exterior	Walkway poles	HID LED Lamp (4245)	13
Senior Center Exterior	Building lights	HID LED Lamp (4245)	17
Senior Center Exterior	Building lights		1
Senior Center Exterior	Building lights	LED wallpack fixture 30w (4245)	3
Senior Center Exterior	Building lights	LED wallpack fixture 30w (4245)	1
Senior Center Exterior	Building lights		1
Senior Center Exterior	Building lights	LED Pole Fixture w Sensor (4245)	1
Senior Center Exterior	Building lights	4' 4L Retro (4245)	1
Senior Center Exterior	Streetlight	LED Pole Fixture w Sensor (4245)	1
Senior Center Interior	Banquet-Ballroom	LED Recessed 8-10 in Kit (4245)	23
Senior Center Interior	Banquet-Ballroom	4' 3L Retro (4245)	20
Senior Center Interior	Banquet-Ballroom		12
Senior Center Interior	Banquet-Ballroom	6" LED Recessed Fixture (4245)	8
Senior Center Interior	Banquet-Ballroom Kitchen		8
Senior Center Interior	Banquet-Ballroom Hallway	LED Recessed 8-10 in Kit (4245)	4
Senior Center Interior	Banquet-Ballroom Elevator	4' 2L Troffer Retro (4245)	1
Senior Center Interior	Senior citizens Bingo hall	LED Recessed 8-10 in Kit (4245)	4
Senior Center Interior	Senior citizens Women Restroom	4' 4L Retro (4245)	3
Senior Center Interior	Senior citizens Men Restroom	4' 4L Retro (4245)	3
Senior Center Interior	Senior citizens break room	4' 4L Retro (4245)	1
Senior Center Interior	Senior citizens Stairwell	4' 2L Troffer Retro (4245)	3
Senior Center Interior	Senior citizens Lower level Women Restroom	4' 2L Troffer Retro (4245)	1
Senior Center Interior	Senior citizens Lower level room 1	4' 1L Retro (4245)	6
Senior Center Interior	Senior citizens Lower level Banquet Hall	4' 2L Troffer Retro (4245)	28
Senior Center Interior	Senior citizens Lower level Banquet Hall	4' 1L Retro (4245)	2
Senior Center Interior	Senior citizens Lower level Banquet Hall	4' 1L Retro (4245)	3
Senior Center Interior	Senior citizens Lower level storage closet	LED drum fixture (4245)	1
Senior Center Interior	Senior citizens Lower level Mens Restroom	4' 2L Troffer Retro (4245)	1
Senior Center Interior	Senior citizens Lower level Kitchen	LED drum fixture (4245)	2
Senior Center Interior	Senior citizens Lower level Kitchen	4' 2L Troffer Retro (4245)	1

Area	Room	Proposed	Qty
Senior Center Interior	Senior citizens Lower level Kitchen	6" LED Recessed Fixture (4245)	6
Senior Center Interior	Senior citizens Lower level Kitchen	4' 2L Troffer Retro (4245)	4
Senior Center Interior	Senior citizens Lower level Electrical room	4' 1L Retro (4245)	3
Senior Center Interior	Senior citizens Lower level Room 2	LED A lamp medium lumen (4245)	1
Senior Center Interior	Senior citizens Lower level Room 3	4' 1L Retro (4245)	1
Senior Center Interior	Senior citizens Lower level Room 4	4' 1L Retro (4245)	1
Senior Center Interior	Senior citizens Lower level Storage closet 2	4' 2L Troffer Retro (4245)	1
Senior Center Interior	Banquet-Ballroom Lower Level Hallway	LED Recessed 8-10 in Kit (4245)	2
Senior Center Interior	Banquet-Ballroom Mens Restroom	LED Recessed 8-10 in Kit (4245)	3
Senior Center Interior	Banquet-Ballroom Women Restroom	4' 4L Retro (4245)	2
Senior Center Interior	Banquet-Ballroom Women Restroom	LED Recessed 8-10 in Kit (4245)	3
Senior Center Interior	Banquet-Ballroom Kitchen Sink closet	LED drum fixture (4245)	1

Youth Center

Area	Room	Proposed	Qty
Youth Center Exterior	Walkway poles	HID LED Lamp (4223)	11
Youth Center Exterior	Building Lights	HID LED Lamp (4223)	6
Youth Center Exterior	Building Lights	HID LED Lamp (4223)	14
Youth Center Exterior	Electrical Room	4' 2L Troffer Retro (4223)	1
Youth Center Exterior	Electrical Room	4' 2L Troffer Retro (4223)	1
Youth Center Exterior	Sports Field Electrical Room	4' 2L Retro w EM (4223)	1
Youth Center Exterior	Sports Field Irrigation Room	LED A lamp medium lumen (4223)	1
Youth Center Interior	Gym men Restroom	LED A lamp medium lumen (4223)	1
Youth Center Interior	Gym Women Restroom	LED A lamp medium lumen (4223)	1
Youth Center Interior	Lobby	LED Recessed 8-10 in Kit (4223)	6
Youth Center Interior	Lobby	2' 2L Retro (4223)	4
Youth Center Interior	Lobby	2' 4L LED BIAx (4223)	2
Youth Center Interior	Snack room	LED drum fixture (4223)	1
Youth Center Interior	Multi-Purpose Room	LED Recessed 8-10 in Kit (4223)	18

Montebello Country Club

Area	Room	Proposed	Qty
Montebello Golf Course Exterior	Boy Scout Cabin	A19 LED 9w	1
Montebello Golf Course Exterior	Boy Scout Cabin	LED wallpack fixture 30w	4
Montebello Golf Course Exterior	Boy Scout Cabin	LED canopy square fixture small (4205)	2
Montebello Golf Course Exterior	Driving Range	LED flood fixture medium	2
Montebello Golf Course Exterior	Driving Range	LED canopy square fixture 30w (4205)	17
Montebello Golf Course Exterior	Driving Range	LED flood fixture medium	1
Montebello Golf Course Exterior	Driving Range	LED Flood Fixture 110w	2
Montebello Golf Course Exterior	Driving Range Office	LED flood fixture 1/2" knuckle (4205)	1
Montebello Golf Course Exterior	Driving Range Office	LED canopy square fixture small (4205)	2
Montebello Golf Course Exterior	Driving Range Office	LED Wall Pack 25w (4205)	1
Montebello Golf Course Exterior	Parking Lot Poles	LED Pole Fixture w Sensor	22
Montebello Golf Course Exterior	Parking Lot Poles	LED Flood Fixture 110w	2
Montebello Golf Course Exterior	Parking Lot Poles	LED Pole Fixture 70w w Sensor	2
Montebello Golf Course Exterior	Parking Lot Poles	LED Flood Fixture 110w	18
Montebello Golf Course Exterior	Parking Lot Poles		2
Montebello Golf Course Exterior	Parking Lot Poles	LED Pole Fixture 70w w Sensor	3
Montebello Golf Course Exterior	Monument		4
Montebello Golf Course Exterior	Monument		8
Montebello Golf Course Exterior	Cart and Pro Shop Canopy		24
Montebello Golf Course Exterior	Cart and Pro Shop Canopy	LED flood fixture 1/2" knuckle (4205)	1
Montebello Golf Course Exterior	Cafeteria Canopy	LED Recessed 8-10 in 18w Kit	17
Montebello Golf Course Exterior	Ballrooms 2nd FL Patio Canopy	LED CF Line Voltage 9w	10
Montebello Golf Course Exterior	Ballrooms 2nd FL Patio Canopy	LED Recessed 8-10 in 18w Kit	13
Montebello Golf Course Exterior	Ballrooms 2nd FL Patio Canopy	LED Recessed 8-10 in 18w Kit	1
Montebello Golf Course Exterior	Skyview-Spyglass 1 2nd FL canopy-stairwell	LED Par38 lamp medium lumen	2

Area	Room	Proposed	Qty
Montebello Golf Course Exterior	Skyview-Spyglass 1 2nd FL canopy-stairwell	LED Par38 lamp medium lumen	1
Montebello Golf Course Exterior	Skyview-Spyglass 1 2nd FL canopy-stairwell	LED (2) MR16 lamp medium lumen (4205)	3
Montebello Golf Course Exterior	Skyview-Spyglass 1 2nd FL canopy-stairwell	LED CF Line Voltage 9w	6
Montebello Golf Course Exterior	Skyview-Spyglass 1 Elevator	LED (2) MR16 lamp medium lumen (4205)	4
Montebello Golf Course Exterior	Building Common Area Lights	LED Recessed 8-10 in 18w Kit	3
Montebello Golf Course Exterior	Building Common Area Lights	LED wallpack fixture small with photocell	2
Montebello Golf Course Exterior	Building Common Area Lights	LED wallpack fixture small with photocell	1
Montebello Golf Course Exterior	Building Common Area Lights		3
Montebello Golf Course Exterior	Building Common Area Lights	LED wallpack fixture large with photocell	2
Montebello Golf Course Exterior	Building Common Area Lights	LED canopy square fixture 30w (4205)	6
Montebello Golf Course Exterior	Building Common Area Lights	A19 LED 6W (4205)	5
Montebello Golf Course Exterior	Building Common Area Lights	LED Recessed 8-10 in 18w Kit	3
Montebello Golf Course Exterior	Building Common Area Lights	LED Par20 lamp medium lumen	2
Montebello Golf Course Exterior	Building Common Area Lights		8
Montebello Golf Course Exterior	Building Common Area Lights	LED Par30 lamp medium lumen	9
Montebello Golf Course Exterior	Building Common Area Lights		4
Montebello Golf Course Exterior	Building Common Area Lights		6
Montebello Golf Course Interior	Boy Scout Cabin	8' 2L Retro	10
Montebello Golf Course Interior	Boy Scout Cabin	A19 LED 6W (4205)	1
Montebello Golf Course Interior	Boy Scout Cabin	A19 LED 6W (4205)	2
Montebello Golf Course Interior	Boy Scout Cabin	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	Boy Scout Cabin	A19 LED 6W (4205)	1
Montebello Golf Course Interior	Driving Range Office	4' 2L Troffer Retro (4205)	3
Montebello Golf Course Interior	Driving Range Men Restroom	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	Driving Range Men Restroom	2' 2L Retro (4205)	1
Montebello Golf Course Interior	Driving Range Women Restroom	4' 2L Troffer Retro (4205)	2

Area	Room	Proposed	Qty
Montebello Golf Course Interior	Driving Range Women Restroom	2' 2L Retro (4205)	1
Montebello Golf Course Interior	Cart Shop	LED canopy square fixture 30w (4205)	9
Montebello Golf Course Interior	Cart Shop	Remove	31
Montebello Golf Course Interior	Cart shop back open room	4' 1L Retro (4205)	1
Montebello Golf Course Interior	Cart shop back open room	LED canopy square fixture 30w (4205)	2
Montebello Golf Course Interior	Cart shop Restroom	A19 LED 6W (4205)	1
Montebello Golf Course Interior	Cart shop Break room	4' 2L Troffer Retro (4205)	3
Montebello Golf Course Interior	PRO Shop	4' 4L Retro (4205)	10
Montebello Golf Course Interior	PRO Shop	6" LED Recessed Fixture 8w (4205)	3
Montebello Golf Course Interior	PRO Shop Storage room	4' 4L Retro (4205)	7
Montebello Golf Course Interior	PRO Shop Storage room 2	4' 2L Troffer Retro (4205)	8
Montebello Golf Course Interior	PRO Shop Repair room	4' 2L Troffer Retro (4205)	6
Montebello Golf Course Interior	PRO Shop Repair room	Remove	1
Montebello Golf Course Interior	PRO Shop Managers office	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	PRO Shop Managers office	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	PRO Shop Managers office	LED drum fixture	1
Montebello Golf Course Interior	PRO Shop Mens Locker	4' 2L Troffer Retro (4205)	9
Montebello Golf Course Interior	PRO Shop Mens Locker	2' 2L U Retro (4205)	1
Montebello Golf Course Interior	PRO Shop Mens Locker	4' 2L Troffer Retro (4205)	8
Montebello Golf Course Interior	PRO Shop Mens Locker	6" LED Recessed Fixture 8w (4205)	14
Montebello Golf Course Interior	PRO Shop Womens Locker	4' 2L Troffer Retro (4205)	6
Montebello Golf Course Interior	PRO Shop Womens Locker	2' 2L Retro (4205)	1
Montebello Golf Course Interior	PRO Shop Womens Locker	4' 2L Troffer Retro (4205)	6
Montebello Golf Course Interior	PRO Shop Womens Locker	6" LED Recessed Fixture 8w (4205)	6
Montebello Golf Course Interior	PRO Shop Lockers Hallway	2' 2L Retro (4205)	4
Montebello Golf Course Interior	PRO Shop Lockers Hallway	4' 2L Troffer Retro (4205)	2

Area	Room	Proposed	Qty
Montebello Golf Course Interior	PRO Shop Lockers Hallway	2' 2L Retro (4205)	4
Montebello Golf Course Interior	PRO Shop Lobby to Cafeteria	2' 2L Retro (4205)	5
Montebello Golf Course Interior	Cafeteria Liquor Storage	4' 1L Retro (4205)	4
Montebello Golf Course Interior	Night club storage	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	Night club big bar storage	4' 2L Troffer Retro (4205)	3
Montebello Golf Course Interior	Night club big bar storage	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	Night club manager office	4' 2L Troffer Retro (4205)	3
Montebello Golf Course Interior	Banquet 2nd FL Storage	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	Banquet 2nd FL Storage	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	Banquet 2nd FL Storage	LED drum fixture	1
Montebello Golf Course Interior	Night club 2nd FL Sound Room	4' 2L Troffer Retro (4205)	4
Montebello Golf Course Interior	Cafeteria	6" LED Recessed Fixture (4205)	35
Montebello Golf Course Interior	Cafeteria	LED Par20 lamp medium lumen	19
Montebello Golf Course Interior	Cafeteria	A19 LED 6W (4205)	10
Montebello Golf Course Interior	Cafeteria	2' 2L Retro (4205)	10
Montebello Golf Course Interior	Cafeteria	A19 LED 6W (4205)	5
Montebello Golf Course Interior	Cafeteria Boardroom	6" LED Recessed Fixture (4205)	19
Montebello Golf Course Interior	Cafeteria Salon 1-2	6" LED Recessed Fixture (4205)	36
Montebello Golf Course Interior	Cafeteria Salon 1-2	LED Par20 lamp low lumen (4205)	4
Montebello Golf Course Interior	Cafeteria Salon 1-2	A19 LED 9w	12
Montebello Golf Course Interior	Cafeteria Women Restroom	6" LED Recessed Fixture (4205)	8
Montebello Golf Course Interior	Cafeteria Mens Restroom	6" LED Recessed Fixture (4205)	6
Montebello Golf Course Interior	Cafeteria back offices hallway	4' 2L Troffer Retro (4205)	5
Montebello Golf Course Interior	Cafeteria back offices hallway	2' 2L Retro (4205)	1
Montebello Golf Course Interior	Cafeteria back office security cameras room	8' 2L Retro	4
Montebello Golf Course Interior	Cafeteria Freight Elevator	LED A lamp high lumen	2

Area	Room	Proposed	Qty
Montebello Golf Course Interior	Cafeteria Mens Locker Room	4' 2L Troffer Retro (4205)	5
Montebello Golf Course Interior	Cafeteria Mens Locker Room	6" LED Recessed Fixture 8w (4205)	2
Montebello Golf Course Interior	Cafeteria Mens Locker Room	2' 2L Retro (4205)	1
Montebello Golf Course Interior	Cafeteria Womens Locker Room	4' 2L Troffer Retro (4205)	5
Montebello Golf Course Interior	Cafeteria Womens Locker Room	6" LED Recessed Fixture 8w (4205)	2
Montebello Golf Course Interior	Cafeteria Womens Locker Room	2' 2L Retro (4205)	2
Montebello Golf Course Interior	Cafeteria back office Storage	4' 2L Troffer Retro (4205)	9
Montebello Golf Course Interior	Cafeteria back office Equipment Room	4' 2L Troffer Retro (4205)	5
Montebello Golf Course Interior	Cafeteria back office Equipment Room	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	Cafeteria back office Stairwell	2' 2L Retro (4205)	1
Montebello Golf Course Interior	Cafeteria back office Stairwell	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	2nd FL Kitchen Coffee-Service Room	4' 2L Troffer Retro (4205)	4
Montebello Golf Course Interior	2nd FL Kitchen Coffee-Service Room	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	2nd FL Kitchen Coffee-Service Room	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	2nd FL Kitchen	8' 2L Retro	24
Montebello Golf Course Interior	2nd FL Kitchen	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	2nd FL Kitchen condiment storage	LED drum fixture	2
Montebello Golf Course Interior	2nd FL Kitchen Freezer Rooms	LED A lamp high lumen	7
Montebello Golf Course Interior	2nd FL Kitchen dish storage	2' 2L Retro (4205)	1
Montebello Golf Course Interior	2nd FL Kitchen dish storage 2	LED drum fixture	1
Montebello Golf Course Interior	2nd FL Kitchen office	4' 2L Troffer Retro (4205)	2
Montebello Golf Course Interior	2nd FL Kitchen silverware storage	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	2nd FL Kitchen cleaning supplies room	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	2nd FL Night club SpyGlass 1	LED Recessed 8-10 in 18w Kit	14
Montebello Golf Course Interior	2nd FL Night club SpyGlass 1	4' 1L Retro (4205)	5
Montebello Golf Course Interior	2nd FL Kitchen Hallway	4' 2L Troffer Retro (4205)	4

Area	Room	Proposed	Qty
Montebello Golf Course Interior	2nd FL Kitchen Hallway Office	4' 2L Troffer Retro (4205)	1
Montebello Golf Course Interior	Sunset Room Women Restroom	LED Recessed 8-10 in 18w Kit	8
Montebello Golf Course Interior	Sunset Room Women Restroom	LED (2) MR16 lamp medium lumen (4205)	2
Montebello Golf Course Interior	Sunset Room Mens Restroom	LED Recessed 8-10 in 18w Kit	5
Montebello Golf Course Interior	Sunset Room Mens Restroom	LED (2) MR16 lamp medium lumen (4205)	2
Montebello Golf Course Interior	Restaurant Receiving Dock	A19 LED 9w	5
Montebello Golf Course Interior	Restaurant Receiving Dock	LED Wall Pack 25w (4205)	4
Montebello Golf Course Interior	Restaurant Receiving Dock	LED flood fixture 1/2" knuckle (4205)	2
Montebello Golf Course Interior	Restaurant Receiving Dock	LED Security Light with Sensor	1
Montebello Golf Course Interior	Restaurant Receiving Dock Corridor to HGI	4' 2L Troffer Retro (4205)	6

City Park

Area	Room	Proposed	Qty
City Park Exterior	Walkway poles	LED Pole Fixture 70w w Sensor (4233)	14
City Park Exterior	Monument	LED flood fixture 1/2" knuckle (4233)	3
City Park Exterior	Parking Lot poles	LED pole light fixture 145 pole mount - Sylvania (4233)	4
City Park Exterior	Parking Lot poles	LED pole light fixture 145 pole mount - Sylvania (4233)	2
City Park Exterior	Band Shell	4' LED Vaportight	2
City Park Exterior	Restrooms	LED wallpack fixture 30w (4233)	4
City Park Exterior	Boy Scout Cabin	LED wallpack fixture 30w (4233)	2
City Park Exterior	Aquatic Center	LED wallpack fixture medium (4233)	16
City Park Exterior	Aquatic Center	LED Engine Kit small (4233)	19
City Park Exterior	Aquatic Center	LED Engine Kit small (4233)	17
City Park Exterior	Aquatic Center	LED A lamp medium lumen (4233)	1
City Park Exterior	Aquatic Center	LED wallpack fixture medium (4233)	4
City Park Exterior	Basketball court	LED Pole Fixture 70w w Sensor (4233)	2
City Park Interior	Band Shell Storage Room 1	4' LED Vaportight	2
City Park Interior	Band shell storage room 2	LED A lamp medium lumen (4233)	2
City Park Interior	Band Shell Electrical Room	LED A lamp medium lumen (4233)	1
City Park Interior	Women Restroom	LED canopy square fixture 20w (4233)	2
City Park Interior	Men Restroom	LED canopy square fixture 20w (4233)	2
City Park Interior	Aquatic Center Electrical Room	4' 2L Retro w EM (4233)	2
City Park Interior	Aquatic Center Chemical Room	4' 2L Troffer Retro (4233)	2
City Park Interior	Aquatic Center Lifeguard Room	4' 2L Troffer Retro (4233)	1
City Park Interior	Aquatic Center Women Locker	4' 2L Troffer Retro (4233)	1
City Park Interior	Aquatic Center Storage room 1	4' 2L Troffer Retro (4233)	1
City Park Interior	Aquatic Center Storage room 2	4' 2L Troffer Retro (4233)	2
City Park Interior	Aquatic Center Men Locker	LED A lamp medium lumen (4233)	1
City Park Interior	Aquatic Center Pump Room	4' 2L Troffer Retro (4233)	3
City Park Interior	Aquatic Center Toy Loan Room	LED A lamp medium lumen (4233)	4

Sanchez Adobe

Area	Room	Proposed	Qty
Sanchez Adobe Exterior	Building Lights	LED wallpack fixture 30w (4243)	7
Sanchez Adobe Exterior	Building Lights		1
Sanchez Adobe Exterior	Building Lights	LED wallpack fixture 30w (4243)	4
Sanchez Adobe Exterior	Restrooms	LED wallpack fixture 30w (4243)	1
Sanchez Adobe Exterior	Restrooms	LED canopy square fixture small (4243)	2
Sanchez Adobe Interior	Restrooms	LED canopy square fixture small (4243)	2
Sanchez Adobe Interior	Restrooms	LED wallpack fixture small with photocell (4243)	1
Sanchez Adobe Interior	Restrooms	LED A lamp medium lumen (4243)	2
Sanchez Adobe Interior	Main House	8' 2L Retro (4239)	7
Sanchez Adobe Interior	Back House Storage	4' 2L Troffer Retro (4243)	5
Sanchez Adobe Interior	Back House Storage	2' 2L Retro (4243)	1
Sanchez Adobe Interior	Back House Storage	LED A lamp medium lumen (4243)	1

Holifield Library

Area	Room	Proposed	Qty
Holifield Exterior	Basketball Court		6
Holifield Exterior	Park Walkway Poles	HID LED Lamp (4241)	2
Holifield Exterior	Park Restrooms	LED wallpack fixture 30w (4241)	4
Holifield Exterior	Pool Office	LED canopy square fixture small (4241)	3
Holifield Exterior	Pool Flood Lights		8
Holifield Exterior	Pool Flood Lights	Remove	8
Holifield Exterior	Pool Equipment Room	LED wallpack fixture small with photocell (4241)	4
Holifield Exterior	Playground Walkway Poles	HID LED Lamp (4241)	2
Holifield Exterior	Playground Street Lights	LED Pole Fixture w Sensor (4241)	4
Holifield Exterior	Maintenance Shop-Fields Storage Room	LED wallpack fixture 30w (4241)	3
Holifield Exterior	Maintenance Shop-Fields Storage Room	LED canopy square fixture small (4241)	1
Holifield Exterior	Maintenance Shop-Fields Storage Room	Remove	5
Holifield Exterior	Library and Community Center Parking Lot		6
Holifield Exterior	Library-Community Center	LED canopy square fixture small (4241)	4
Holifield Exterior	Library-Community Center	LED wallpack fixture 30w (4241)	1
Holifield Interior	Restrooms	LED canopy square fixture small (4241)	2
Holifield Interior	Maintenance Shop	4' 2L Troffer Retro (4241)	2
Holifield Interior	Pool Women Restroom	4' 2L Troffer Retro (4241)	5
Holifield Interior	Pool Men Restroom	4' 2L Troffer Retro (4241)	5
Holifield Interior	Community Center	4' 2L Troffer Retro (4241)	1
Holifield Interior	Community Center	4' 2L Retro w EM (4241)	1
Holifield Interior	Community Staff storage Room	4' 2L Troffer Retro (4241)	2
Holifield Interior	Community Janitor closet	4' 2L Troffer Retro (4241)	1
Holifield Interior	Community Staff Office	4' 2L Troffer Retro (4241)	2
Holifield Interior	Library	LED A lamp medium lumen (4241)	3
Holifield Interior	Pool office	LED vapor tight fixture 4' (4241)	2
Holifield Interior	Pool equipment room	LED vapor tight fixture 4' (4241)	1
Holifield Interior	Field Storage Room	LED vapor tight fixture 4' (4241)	8
Holifield Interior	Field Storage Room	LED vapor tight fixture 4' (4241)	2

Section 8: Appendix – Additional Documentation

ABM INDUSTRIES INCORPORATED

ABM Industries (NYSE: ABM) provides comprehensive, custom facility solutions in urban, suburban, and rural areas to properties of all sizes through stand-alone or integrated solutions. With revenues of \$6.5 Billion, we have become a leading provider of facility solutions since being founded in San Francisco, CA in 1909. Now headquartered in New York City, ABM operates through our subsidiaries, confident in the expertise of over 130,000 employees in 350+ offices across the United States and various international locations.

ABM at a Glance

- Founded in 1909
- Fortune 500
- 20,000 Clients
- 350+ US & International Locations
- \$6.5 Billion in Revenue
- 130,000+ Employees

Corporate Office

One Liberty Plaza, 7th Floor
New York, NY 10001
www.abm.com

Purpose

To take care of the people, spaces, and places that are important to you.

Vision

To be the clear choice in the industries we serve through engaged people

Mission

To make a difference, every person, every day.



Electrical

We've installed **10,000+** EV charging ports across the U.S.



Energy

We've reduced our client's average energy use by **23%**.



Janitorial

Each day, we clean **4+ billion** sq. ft. of buildings.



Landscape & Turf

We maintain **55,000+** acres of landscaping & golf courses.



Facilities Engineering

Our **3,800+** certified engineers keep buildings running.



HVAC & Mechanical

We service and maintain **70,000+** heating and cooling systems.



Mission Critical

We service and maintain **35+ million** sq. ft. of data center space.



Parking & Transportation

We collect **\$2+ Billion** in parking revenue for our clients.



Controls



Water Conservation



Acceptance Testing



Guaranteed Energy Savings



Electrical Solutions



Mechanical Solutions



Lighting Solutions



Mission Critical Solutions



Battery Technology


Preventive & Proactive
Maintenance


Solar Energy Solutions



EV Charging

ABM TECHNICAL SOLUTIONS OVERVIEW

ABM Technical Solutions, a division of ABM Industries Inc., provides custom energy and other maintenance and repair services for clients in the public and private sectors. Our Technical Solutions Group is divided into HVAC and Mechanical; Electrical and Lighting; Electrical Power and Mission Critical; and Bundled Energy Solutions.

The Comprehensive Facility Services program is performance-based and custom-designed to fit the Building Owner's long-term (life cycle) cost of operation. This life cycle cost evaluation includes initial installation, functional requirements and needs, maintenance, and energy costs to operate your facility.

Mechanical & Energy (73%)

- Preventive & Proactive Maintenance
- Repairs, Retrofits & Replacements
- Guaranteed Energy Saving Programs
- Energy Efficient Solutions
- Sustainable Solutions

Power (15%)

- Reliability Testing
- EV Charger Installation & Services
- Acceptance Testing
- Preventive Maintenance
- Facility System Risk Assessment

Electrical & Lighting (15%)

- Repairs, Replacements, & Upgrades
- High Efficiency Lighting Improvements
- Predictive & Preventive Maintenance
- Electrical Engineering & Commissioning

Franchising (6%)

- Proven Selling, Training, & Operational Systems
- Premier Franchisor for Mechanical & Electrical companies
- 269 locations across 18 countries
- Support 1,000+ Service Technicians & 550+ Sales Representatives

We base our planned service programs on many years of industry knowledge, exceptional technical skills, and professional application of the latest technologies and methods. These programs allow us to consistently deliver quality services in a responsive manner at a fair value.

ABM TECHNICAL SOLUTIONS CAPABILITIES

HVAC & Mechanical

- Professional Engineering Support Services
- Programs Management
- Upgrades for Energy Consumption
- Direct Digital Controls
- Sheet Metal Service In-House
- Plumbing & Piping Services
- Process Piping
- Testing & Balancing – Air & Water
- Commissioning – System Startups
- Tenant Space Build Out
- Mechanical Systems Fabrication & Installation
- Energy Management
- Mechanical Design-Build Construction
- Building Automation
- Performance Contracting
- Remote Alarm Monitoring
- C.F.C. Refrigerant Changeovers
- Indoor Air Quality Programs
- Building Operation & Maintenance
- Mechanical Systems Maintenance
- Building Operation & Maintenance
- Facilities Management
- Chiller Services

Electrical & Lighting

- Electrical Troubleshooting & Repair
- Thermal Imaging
- Traditional & Digital (LED) Sign Repair
- Fixture (LED) & Pole Upgrade/Replacement
- Energy/Rebate Program Administration
- Electrical & Lighting Design/Engineering
- Turnkey Electric Vehicle Charging Stations
- Ultrasonic Pole Inspection
- Emergency/Exit Lighting
- Interior Lighting Maintenance
- Exterior Lighting Maintenance
- Electrical Service Upgrades
- Landscape Lighting
- Group Relamping

Electrical Power

- NFPA 70E Compliance Programs
- Acceptance Testing & Commissioning
- Maintenance & solutions of electrical distribution systems from 480 volts to high voltage
- Startup & Commissioning
- Arc Flash Protection Programs
- Power Quality Solutions
- Life Extension, Modernization & Overhaul Services & Solutions
- Customized Training Programs
- Engineering Services
- Reliability & Acceptance Testing & Maintenance
- Electrical Maintenance Programs
- EV Charger Installation & Services
- Mission Critical & 24/7 Facility Service
- Energy Storage Systems
- Solar PV Installation



BUNDLED ENERGY SOLUTIONS

Our Bundled Energy Solutions offering is a high-efficiency conservation, facility modernization, and technical service program that addresses both the facility upgrades and funding needs of higher education facilities, cities, counties, K-12 schools, and government buildings. This program assists our clients by providing a cost-effective way to make necessary energy and infrastructure improvements.

Bundled Energy Services are designed for each customer's specific requirements, resulting in:

- Capital generation for asset replacement
- Guaranteed operating cost & emergency savings
- Reduced downtime & equipment costs
- Improved occupant comfort & safety
- Increased staff productivity
- Reduced environmental impact

Our strong financial backing has allowed us to make strategic partnerships with many premier financial institutions that focus on lending to the guaranteed energy savings performance contracting market. We have secured millions of dollars' worth of energy projects and have financed projects from a multitude of different markets. These relationships have strengthened over the years due to ABM's continued success, driven by meeting project schedule requirements, little to no cost overruns, and meeting or exceeding guaranteed savings.

We have financed projects through:

- Municipal tax-exempt leases with non-appropriation clauses
- Operating leases (taxable and tax-exempt)
- Certificates of participation (COPs)
- Special purpose entities
- Standard capital leases

We are exploring the cost-effective options for Build America Bonds and Energy Conservation Bonds which are backed by the U.S. Treasury. **Additionally, our current bonding limits are \$70 Million on a single project and \$500 Million aggregate.**

Solutions Include:



*Initial feasibility;
measurement
& verification*

*Identification & processing
of utility rebates & EPA tax
incentives*



*Structuring financing
terms to generate positive
cash flow*



*Engineering calculations &
design; planning &
construction of project*

*Commissioning & on-site
training*



*Energy & operational
audits*

*Ongoing maintenance
services*

Firm Associations and Participation

- **Member of the National Association of Energy Savings Corporations - NAESCO**
- **State of California Preapproved ESCO**
 - Department of General Services
 - California Department of Corrections
 - Government Services Administration
- **California Energy Commission & California Department of Education Prop. 39 Experience**
- **Utility Rebate & Administration Alliance**
 - Pacific Gas & Electric (PGE)
 - Sacramento Municipal Utility District (PG&E)
 - Southern California Edison (SCE)
 - San Diego Gas & Electric (SDG&E)
 - Southern California Gas (SCG)
- **First Zero Net Energy (ZNE) School District – Newcastle Elementary School District**
 - Zero Net Energy is a designation applied to buildings or communities when annual energy use is roughly equal to the renewable energy created on or near that location. With rapidly falling renewable generation and energy storage prices, ZNE facilities are able to economically outperform non-ZNE facilities, with competitive (100% financeable) ROI.
- **Financing Made Easy**
 - ABM works with several lenders to bring a custom financing solution. We will offer several viable types of financing. Further into the project development, when, scope, costs and savings are finalized the goal of the financing program will be to capitalize the program offering and repay the entire financial obligation out of realized savings. We provide a financial solution that, at a minimum, meets the following requirements:
 - Compliance with all applicable state statutes and procurement requirements,
 - No initial capital costs to be paid by Novato Fire Protection District
 - Achievement of significant long-term guaranteed savings and
 - A budget-neutral or positive net cash flow realized by the project.



Section 9: Glossary of Terms

MECHANICAL / ELECTRICAL / FINANCIAL

AC – Air Conditioner — An appliance, system, or mechanism designed to dehumidify and extract heat from an area. Usually this term is reserved for smaller self-contained units such as a residential system.

AFUE – Annual Fuel Utilization Efficiency - The AFUE is the most widely used measure of a boiler or furnace's heating efficiency. It measures the amount of heat delivered to the building space compared to the amount of fuel supplied to the furnace. Thus, a furnace that has an 80% AFUE rating converts 80% of the fuel to heat -- the other 20% is lost through the flue. Energy efficient boilers and furnaces typically will have an AFUE of 90% to 97%.

AHU – Air Handling Unit – A central unit consisting of a blower, heating and/or cooling elements, filter racks or filter chamber, air volume dampers, humidifier, and other central equipment in direct contact with the airflow. This does not include the ductwork through the building. Abbreviated AH or AHU.

Air Changes Per Hour – The hourly ventilation rate divided by the volume of a space. For perfectly mixed air or laminar flow spaces, this is equal to the number of times per hour that the volume the space is exchanged by mechanical and natural ventilation. Also called air change rate or air exchange rate. Abbreviated ACH or ac/hr.

Btu – British Thermal Unit: A measurement of energy consumption. More specifically, the quantity of heat required to raise the temperature of one pound of water one-degree Fahrenheit. MBtu = 1,000 Btu; MMBtu = 1,000,000 Btu. Btuh = Btu's per hour.

CEE – CEE is a consortium of efficiency program administrators from across the U.S. and Canada who work together on common approaches to advancing efficiency.

Centrifugal Fan – A centrifugal fan is a mechanical device for moving air or other gases.

Chiller – A device that removes heat from a liquid via a vapor-compression or absorption refrigeration cycle. This cooled liquid flows through pipes in a building and passes through coils in air handlers or fan coil units, cooling and dehumidifying the air in a building. Chillers are of two types; air-cooled or water-cooled. Air-cooled chillers are usually outside and consist of condenser coils cooled by fan-driven air. Water-cooled chillers are usually inside a building, and heat from these chillers is carried by recirculating water to a heat sink such as an outdoor cooling tower.

Coil – Equipment that performs heat transfer to air when mounted inside an air handling unit or ductwork. It is heated or cooled by electrical means or by circulating liquid or steam within it.

Compressor – The compressor is the “heart” of an HVAC system. A compressor is a mechanical device that increases the pressure of a gas by reducing its volume. Compressors are similar to pumps: both increase the pressure on a fluid, and both can transport the fluid through a pipe. Compressor motors consume the most electricity of all air conditioning components and are one of the most expensive parts to replace.

Condenser – A component in the basic refrigeration cycle that ejects or removes heat from the system. The condenser is the hot side of an air conditioner or heat pump. Condensers are heat exchangers that can transfer heat to air or to an intermediate fluid (such as water or an aqueous solution of ethylene glycol) to carry heat to a distant sink, such as ground (earth sink), a body of water, or air (as with cooling towers).

COP – Coefficient of Performance – for HVAC heat pumps COP is the ratio of heat output to the amount of energy input. The higher the COP, the better the performance for a heat pump.

Constant Air Volume – A system designed to provide a constant air flow. This term is applied to HVAC systems that have variable supply-air temperature but constant air flow rates. Most residential forced-air systems are small CAV systems with on/off control. Abbreviated CAV.

Controller – A device that controls the operation of part or all of an HVAC system.

Damper – A plate or gate placed in a duct to control air flow by increasing friction in the duct.

Dehumidifier – A dehumidifier is the equipment that extracts and removes humidity from the air. It works by cooling air to the point where water turns to liquid from vapor form and then the liquid is removed.

Delta T – ΔT – Delta T is a reference to a temperature difference. It is used to describe the difference in temperature of a heating or cooling medium as it enters and as it leaves a system.

Diffuser – A diffuser is placed over ductwork, and it separates air with vanes going in differing directions. It evenly distributes air flow in the desired directions. (aka – air vent).

Duct – A specialized housing for the flow of air. Ducts are connected to the airside of the HVAC system to deliver conditioned air into the building space.

Dry Bulb Temperature – Dry bulb temperature is the temperature of air measured by a thermometer which is freely exposed to the air while it is shielded from radiation and moisture. It is usually thought of as air temperature, and it is the true thermodynamic temperature. It is a measurement of heat intensity independently of humidity and a dry bulb thermometer is used to measure it.

Dry Bulb Thermometer – A dry bulb thermometer is a device that measures air temperature independently of humidity. It is freely exposed to the air it is measuring and is protected from the radiation and moisture.

EER – Energy Efficiency Ratio – An air conditioner's efficiency is rated according to its energy efficiency ratio. The EER is the ratio of the cooling capacity (in British thermal units [Btu] per hour) to the power input (in watts). The higher the EER rating, the more efficient the air conditioner.

ECM – Energy or Water Conservation Measure: any measure that will save energy or water including but not limited to: electrical appliances such as lights, HVAC repair, recommissioning or replacement, pump and motor repair or replacement, VFD's; gas appliances such as furnaces, boilers, water heaters; water appliances such as low flow faucets, toilets, urinals, irrigation; or automation controls for building HVAC, lighting or irrigation control.

Economizer – An HVAC component that when temperature conditions are right allows “fresh” outside air to be drawn into a building, uses outside air, under suitable climate conditions, hence reducing required mechanical cooling. When the outside air’s enthalpy is less than the required supply air during a call for cooling, an economizer allows a building’s mechanical ventilation system to use up to the maximum amount of outside air.

EMS – Energy Management System: the controls that are used to operate the HVAC and/or lighting equipment. May be referred to as Building Automation System (BAS).

Emissions – The Greenhouse Gas Protocol divides emission standards into 3 categories:

Scope 1 – Direct – emissions from the combustion of fuel in stationary equipment such as boilers, furnaces, and power generators. Also included are emissions from refrigerant used in mechanical cooling.

- ✓ **Scope 2** – Indirect – emissions from the use of procured energy that is generated off-site such as electricity, district chilled water, and district steam.

- ✓ **Scope 3** – Other Indirect – emissions from the consumption of energy in non-stationary equipment such as air travel, campus vehicles, commuters, or farm animals.

ENERGY STAR® – EPA brand that creates a minimum performance standard for many appliances including light bulbs and fixtures.

Enthalpy – For a given sample of air, a measure of the total heat content (the sum of the heat energy of the dry air and heat energy of the water vapor within it). It is typically used to determine the amount of fresh outside air that can be added to recirculated air for the lowest cooling cost.

ESCO – Energy Services Company: Companies that contract with private and public sector energy users to provide cost-effective energy efficiency retrofits across a wide spectrum of client facilities, from college campuses to water treatment plants.

Evaporator – A component in the basic refrigeration cycle that absorbs or adds heat to the system. Evaporators can be used to absorb heat from air or from a liquid. The evaporator is the cold side of an air conditioner or heat pump.

Fan Coil Unit – A small terminal unit that is often composed of only a blower and a heating and/or cooling coil, as is often used in hotels, condominiums, or apartments. Abbreviated FCU.

Flow – A transfer of fluid volume per unit time.

Fresh Air Intake – An opening through which outside air is drawn into the building. This may be to replace air in the building that has been exhausted by the ventilation system, or to provide fresh air for combustion of fuel. Abbreviated FAI.

Furnace – A component of an HVAC system that adds heat to air or intermediate fluid by burning fuel (natural gas, oil, propane, butane or other flammable substances) in a heat exchanger.

GHG Tons – Greenhouse Gas tons: These are the equivalent carbon tons of carbon dioxide, methane, and nitrous oxide emissions from burning fuels on site or using electricity.

- ✓ 1 ton of carbon dioxide = 1 carbon ton.
- ✓ 1 ton of methane = 23 carbon tons.
- ✓ 1 ton of nitrous oxide = 1 carbon ton.

Emissions based on electricity generation are dependent upon the utility provider's fuel source for generating electricity, which varies by region.

Gas Furnace Heat Exchanger – A gas furnace heat exchanger is responsible for the transfer of heat from inside the furnace into the air outside the furnace. The duct system then transfers this exchanged air to different rooms in the building or space.

Grille – A facing across a duct opening, often rectangular in shape, containing multiple parallel slots through which air may be delivered or withdrawn from a ventilated space. The grille directs the air flow in a direction and prevents the passage of large items.

Heating Coil – A heating coil is the part of the system that conducts heat. It allows electricity to act as fire.

Heat Exchanger – A heat exchanger is the part of the system that transfers heat from the hot parts of the machine or a system to the cold parts of the machine or system.

Heat Loss – Term for the amount of cooling (heat gain) or heating (heat loss) needed to maintain desired temperatures and humidities in controlled air. Regardless of how well-insulated and sealed a building is, buildings gain heat from sunlight, conduction through the walls, and internal heat sources such as people and electrical equipment. Buildings lose heat through conduction during cold weather. Engineers use heat load calculations to determine the HVAC needs of the space being cooled or heated.

Heat Pump – A heat pump is a compressor that cycles hot or cold air. It is a device that is designed to move thermal energy in the opposite direction of heat flow by absorbing heat from a cold space which is released to a warmer space.

Heat Transfer – Heat transfer happens when heat moves from one area to another. It is an important and vital step in the process of cooling a space.

HSPF – Heating Seasonal Performance Factor is the measurement of heat efficiency over the period of a heating season.

HVAC – Heating/Ventilation/Air Conditioning: also referred to as mechanical equipment.

kW – Kilowatt: Unit of measurement for electrical consumption. One kilowatt = 1,000-Watts (also 1.34 horsepower)

kWh – A kilowatt hour (symbol kWh, kW·h, or kW h) is a unit of energy equal to 1,000 watt-hours, or 3.6 megajoules. kWh is equivalent to the energy consumed by ten 100-watt light bulbs burning for one hour.

Louver (1) – Components made of multiple smaller blades, sometimes adjustable, placed in ducts or duct entries to control the volume of air flow. When used inside of ducts, their function is similar to that of a damper, but they can be manufactured to fit larger openings than a single-piece damper.

Louver (2) – Blades in a rectangular frame placed in doors or walls to permit the movement of air.

Makeup Air Unit – An air handler that conditions 100% outside air. Typically used in industrial or commercial settings, or in "once-through" (blower sections that only blow air one-way into the building), "low flow" (air handling systems that blow air at a low flow rate), or "primary-secondary" (air handling systems that have an air handler or rooftop unit connected to an add-on makeup unit or hood) commercial HVAC systems. Abbr. MAU.

Outside Air Temperature – A measure of the air temperature outside a building. The temperature and humidity of air inside and outside the building are used in enthalpy calculations to determine when outside air can be used for free heating or cooling. Abbreviated OAT.

Power Factor – A measure of the effectiveness with which an electrical device converts volt-amperes to watts; devices with power factors (> 0.90) are "high power factor" devices.

PTAC – Packaged Terminal Air Conditioner - An air conditioner and heater combined into a single, electrically powered unit, typically installed through a wall and often found in hotels. Abbreviated PTAC.

Package Unit – A single unit that consists of the evaporator, condensing coils, heaters, compressor, fan and blower motor all in one unit. (aka rooftop unit).

PG&E – Pacific Gas and Electric Company: The Pacific Gas and Electric Company PG&E is an investor-owned electric utility (IOU) with publicly traded stock that is headquartered in the Pacific Gas & Electric Building in San Francisco. PG&E provides natural gas and electricity to most of the northern two-thirds of California, from Bakersfield almost to the Oregon border which represents 5.2 million households. [4]:27[5] PG&E is overseen by the California Public Utilities Commission (PUC).

Plenum / Plenum Space – An enclosed space inside a building or other structure, used for airflow. Often refers to the space between a dropped ceiling and the structural ceiling, or a raised floor and the hard floor. Distinct from ductwork as a plenum is part of the structure itself. Cable and piping within a plenum must be properly rated for its fire and smoke indices.

PPA – Power Purchase Agreement

Psychrometrics – The study of the behavior of air-water vapor mixtures. Water vapor plays an important role in energy transfer and human comfort in HVAC design.

PV – Photovoltaic

Radiant Floor – A type of radiant heating system where the building floor contains channels or tubes through which hot fluids such as air or water are circulated. The whole floor is evenly heated. Thus, the room is heated from the bottom up. Radiant floor heating eliminates the draft and dust problems associated with forced air heating systems.

Radiation – The transfer of heat directly from one surface to another (without heating the intermediate air acting as a transfer mechanism).

REC – Renewable Energy Credit – The environmental value of the energy produced by a solar PV system or other recognized renewable technology. RECs are gaining popularity. In many places these credits have financial value.

Retrofit – Install new equipment or technology into older existing machines or equipment; modify something by adding newer and more advanced equipment.

ROM – Rough order of magnitude typically +/-30%

SEER – Seasonal Energy Efficiency Ratio – The SEER rating of a unit is the cooling output during a typical cooling-season divided by the total electric energy input during the same period. The higher the unit's SEER rating the more energy efficient it is. In the U.S., the SEER is the ratio of cooling in British thermal units (BTU) to the energy consumed in watt-hours.

SMUD – Sacramento Municipal Utility District: As the nation's sixth-largest community-owned electric service provider, SMUD has been providing low-cost, reliable electricity for more than 65 years to Sacramento County.

Split System – A split system is the combination of an outdoor unit and an indoor unit. This is the most common type of system.

Subcooling – The condition where liquid refrigerant is colder than the minimum temperature required to keep it from boiling which would change it from a liquid to a gas phase. Subcooling is the difference between its saturation temperature and the actual liquid refrigerant temperature.

Superheat – The number of degrees a vapor is above its boiling point at a specific pressure.

Terminal Unit – A small component that contains a heating coil, cooling coil, automatic damper, or some combination of the three. Used to control the temperature of a single room. Abbreviated TU.

Therm(s) – A unit of heat equal to 100,000 British thermal units.

Thermal Zone – An individual space or group of neighboring indoor spaces that the HVAC designer expects will have similar thermal loads. Building codes may require zoning to save energy in commercial buildings. Zones are defined in the building to reduce the number of HVAC subsystems, and thus initial cost. For example, for perimeter offices, rather than one zone for each office, all offices facing west can be combined into one zone.

Thermostat – A thermostat is a system that monitors and regulates a heating or cooling system. It can be used to set the desired temperature at which it keeps the environment either heated or cooled.

THD – Total Harmonic Distortion. A measure of the distortion of an electrical wave form. Excessive THD (defined by ANSI as greater than 32%) may cause adverse effects to the electrical system.

Ton (T) – One ton is equivalent to 12,000 Btu/hr. A ton of refrigeration produces the same amount of cooling energy as one ton of ice melting in a 24-hour period.

TXV – Thermostatic Expansion Valve - A thermostatic expansion valve is a piece of equipment that meters the flow of liquid refrigerant into the evaporator while measuring the vapor refrigerant leaving the evaporator. It thereby controls the superheating at the outlet of the evaporator.

UL – Underwriters Laboratory (safety certifying body.)

VAV – An HVAC system that has a stable supply-air temperature and varies the air flow rate to meet the temperature requirements. Compared to constant air volume systems, these systems conserve energy through lower fan speeds during times of lower temperature control demand. Most new commercial buildings have VAV systems. VAVs may be bypass type or pressure dependent. Pressure dependent type VAVs save energy while both types help in maintaining temperature of the zone that it feeds. Abbreviated VAV.

VOLTS – The SI unit of electromotive force, the difference of potential that would carry one ampere of current against one-ohm resistance. For lighting applications - 120V= residential and light commercial; 277V= commercial and light industrial; 480V= heavy industrial.

VRF – Variable Refrigerant Flow - also known as Variable Refrigerant Volume (VRV), is an HVAC technology invented by Daikin Industries, Ltd. in 1982.[1] Like ductless mini-splits, VRFs use refrigerant as the cooling and heating medium. This refrigerant is conditioned by a single outdoor condensing unit and is circulated within the building to multiple indoor units. VRFs are typically installed with an air conditioner inverter which adds a DC inverter to the compressor in order to support variable motor speed and thus variable refrigerant flow rather than simply perform on/off operation. By operating at varying speeds, VRF units work only at the needed rate allowing for substantial energy savings at load conditions. Heat recovery VRF technology allows individual indoor units to heat or cool as required, while the compressor load benefits from the internal heat recovery. Energy savings of up to 55% are predicted over comparable unitary equipment.[1] [3] This also results in greater control of the building's interior temperature by the building's occupants.

VRT – Variable Refrigerant Temperature - Variable Refrigerant Temperature automatically adjusts the air conditioning system to meet individual building and climate requirements, while significantly cutting energy costs and improving comfort. To achieve the highest levels of seasonal efficiency, the system's capacity is controlled via the inverter compressor and by varying the evaporating (Te) and condensing (Tc) temperature of the refrigerant.

VRV – Variable Refrigerant Volume. (See VRF above)

WATTS – An International System unit of power equal to one joule per second. One thousand Watts equals one-kilowatt. Utility companies typically bill in kilowatt-hour units.

LIGHTING TERMS

BALLAST – A device which provides the necessary starting voltage and appropriate current to a fluorescent or high intensity discharge (HID) luminaire.

BALLAST FACTOR – One of the most important ballast parameters for the lighting designer/engineer is the ballast factor. The ballast factor is needed to determine the light output for a lamp-ballast system. Ballast factor is a measure of the actual lumen output for a specific lamp-ballast system relative to the rated lumen output measured with a reference ballast under ANSI test conditions (open air at 25 degrees C [77 degrees F]). Ballast factor is not a measure of energy efficiency. Although a lower ballast factor reduces lamp lumen output, it also consumes proportionally less input power. As such, careful selection of a lamp-ballast system with a specific ballast factor allows designers to better minimize energy use by “tuning” the lighting levels in the space.

CANDELA – The candela (abbreviation, cd) is the standard unit of luminous intensity in the International System of Units (SI). It is formally defined as the magnitude of an electromagnetic field, in a specified direction, that has a power level of 1/683 watt (1.46×10^{-3} W) per steradian at a frequency of 540 terahertz (540 THz or 5.40×10^{14} Hz).

CRI – Color Rendering Index. The ability of a light source to accurately render an object’s color in comparison with a natural light source. Measured on a scale of 1 -100 with 100 being the ideal.

CSD – The Certified Lighting Subcomponent Database – The Certified Subcomponent Database (CSD) supports qualification of ENERGY STAR® Luminaires by providing certified performance data for lighting subcomponents.

DAYLIGHT SENSOR – A device which senses the amount of daylight in a room and controls the luminaire accordingly.

DLC – Design Lights Consortium – Association of utility companies used to create and maintain a minimum performance standard for LED luminaires

DRIVER (LED) – An LED driver is a self-contained power supply that has outputs matched to the electrical characteristics of your LED or array of LEDs. Understanding the electrical characteristics of your LED or array is critical in selecting or designing a driver circuit. Drivers should be current regulated (deliver a consistent current over a range of load voltages). Drivers may also offer dimming by means of pulse width modulation (PWM) circuits. Drivers may have more than one channel for separate control of different LEDs or arrays.

FOOT CANDLE – A foot-candle (abbreviated fc, lm/ft², or sometimes ft-c) is a non-SI (International Standard of Units) unit of illuminance or light intensity. One foot-candle represents “the illuminance cast on a surface by a one-candela source one foot away.”

HI-BAY – Lighting used in industrial applications where the ceiling height is greater than 15 to 20 feet. Common in gymnasiums, big box retail, industrial, warehouse and manufacturing spaces.

HID – High Intensity Discharge lamps. Includes HPS, PSMH, MH and MV lamps.

HPS – High Pressure Sodium HID Lighting.

IC (Insulation Contact) Rated – describes an electrical fixture that does not require a clearance between the fixture and insulation material.

ILLUMINANCE – Light arriving at a surface, expressed in lumens per unit area; 1 lumen per square foot equals 1 foot-candle, while 1 lumen per square meter equals 1lux.

KELVIN (K) – The kelvin is a unit of measure for temperature based upon an absolute scale. This scale is commonly used in lighting to determine the temperature of the light being emitted. Using the Kelvin scale, LED bulbs around 3000 K are warm in color, 3500 K is neutral, and 5000 K is cool in color. LED lights that most closely reflect typical incandescent bulbs are one that rank between 2700 and 2800 on the Kelvin scale.

LLD – Lamp Lumen Depreciation Factor. The multiplier to be used in illumination calculations to relate the initial rated output of light sources to the anticipated minimum rated output based on the relamping program to be used.

LUMEN – The lumen (symbol: lm) is the SI derived unit of luminous flux, a measure of the total quantity of visible light emitted by a source. The lumen can be thought of casually as a measure of the total "amount" of visible light in some defined beam or angle or emitted from some source.

LUMEN DEPRECIATION – The decrease in lumen output of a light source over time; every lamp type has a unique lumen depreciation curve (sometimes called a lumen maintenance curve) depicting the pattern of decreasing light output.

LUMEN MAINTENANCE – The deterioration in the amount of light that is emitted from a lamp over time. A lamp with a good lumen maintenance will emit a consistent amount of light over its lifetime, emitting as much as 90% of its original capability at the end of its lifespan. A lamp with poor lumen maintenance will lose as much as 50% of its ability to emit light over time.

LUMINAIRE – A complete lighting unit which contains a lamp, housing, ballast, sockets and any other necessary components.

LUX – A unit of illuminance equal to 1 lumen per square meter.

MH – Metal Halide HID lighting.

OCCUPANCY SENSOR – A device which activates a fixture upon sensing the presence of a person.

RE-STRIKE – Refers to the restarting of a previously operating lamp shortly after turnoff. Metal halide lamps typically require a minimum of 4-15 minutes to restart after turn-off.

RLO – Relative Light Output. The ratio of light output between a fixture's potential light output at optimum ambient temperatures and actual light output at actual ambient temperatures. For example, if a fixture at its optimal temperature of 75°F produces 10,000 Lumens and 8,000 Lumens 50°F, that fixture's RLO at 50°F is 8,000 Lumens ÷ 10,000 Lumens, or 80%.

PSMH – Pulse Start Metal Halide HID Lighting.

SELF BALLASTED – A self-ballasted bulb is one that has an integral ballast and bulb as a single component. Example- most CFL bulbs are self-ballasted and most linear lamps are not self-ballasted.

T5 – 5/8" diameter fluorescent lamp tubes. "T" stands for tubular, while the number "5" stands for the 5 in 5/8". Therefore, a T8 lamp would be a Tubular 8/8", or 1" diameter lamp.

T8 – 1" diameter fluorescent lamp tubes.

T12 – 1 1/2" diameter fluorescent lamp tubes.

TROFFER – A recessed luminaire shaped like an inverted trough used to enclose and reflect fluorescent lamps.

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DAVID SOSNOWSKI
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1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3361349

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

CITY OF MONTEBELLO NOTICE OF PUBLIC HEARING MAY 13 2020

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

04/30/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$260.00
Total	\$260.00

CITY OF MONTEBELLO NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a PUBLIC HEARING will be at the meeting of the City Council of the City of Montebello on Wednesday, May 13, 2020, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers at Montebello City Hall, 1600 W. Beverly Blvd., Montebello, relative to Section 4217.10 et seq. of California Government Code, at which it will hear and consider information concerning a proposal to award an energy services public works construction contract for energy efficiency improvements to city facilities throughout the City of Montebello.

Persons interested in addressing the City Council are invited to attend the public hearing, or submit written comments to the City Clerk's Office by mail, or email at: luzman@cityofmontebello.com.

As authorized by the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be lived streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on "Live Stream". Those interested in making public comments, may call on Wednesday, May 13, 2020, between 9:00 a.m. - 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 4:30 p.m. - 5:30 p.m. on Wednesday, May 13, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <http://www.cityofmontebello.com/department/administration/city-clerk-s-office.html>.

Communications to the City Council are public records and will become part of the City's files and records. If you challenge any of the projects in court you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior to, the public hearing. Dated: April 20, 2020 /s/ Irma Barajas (323) 887-1200 City Clerk City of Montebello 1600 West Beverly Blvd. Montebello, CA 90640 4/30/20

EWA-3361349#
MONTEBELLO NEWS



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ABM Building Solutions, LLC		Annual Energy Unit Savings Agreement	
Proposal Date	Proposal	Agreement Number	Page
May 13, 2020	BE20200415		1 of 17

BY AND BETWEEN

ABM Building Solutions LLC 14201 Franklin Ave Tustin, CA 92780	AND	City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640
Hereinafter: Contractor		Hereinafter: Customer

PROJECT DESCRIPTION AND LOCATION

This Contract provides for certain on-going support services and Energy Unit Savings to be achieved in connection with the Work performed under the Bundled Energy Solutions Project Agreement Number BP20200415 between ABM Building Solutions, LLC and the City of Montebello dated May 13, 2020 ("BES Project Agreement") at City of Montebello facilities.

Contractor will provide the on-going support services set forth in the Savings Guarantee set forth in Exhibit "B" subject to the terms and conditions set forth in Exhibits "A", "B", "C", "D" and "E" hereto ("Scope of Work").

Beginning one (1) year from the date of Substantial Completion as provided in the Project Agreement, an annual Energy Cost Avoidance Report will be provided to the Customer based on the requirements in Exhibit-E of this agreement. The savings will be guaranteed over the term of the agreement and will be measured per the requirements in Exhibit-E for the first three (3) years of the term of the agreement. Year three (3) Energy Cost Avoidance Report results will be used as a proxy for the remaining term of the agreement.

This proposal is proprietary property of Contractor and is provided for Customer's use only subject to the requirements of the any applicable Open Records Acts. Customer shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM Building Solutions, LLC	City of Montebello
Signature (Authorized Representative)	Signature (Authorized Representative)
Eugenio Burnier Senior Vice President	Rene Bobadilla City Manager
Date	Date

General Terms and Conditions to Savings Agreement

1. **Term.** This Agreement shall commence upon the date the last of the Parties executes this Agreement hereinbelow ("Effective Date") and shall terminate upon completion of the Scope of Services set forth herein, unless terminated sooner as provided in Section 10 herein.
2. **Finance Contingency.** It is acknowledged and agree by the parties hereto the continued existence of this Agreement is expressly contingent upon Customer closing financing in connection with the Work performed under the Bundled Energy Solutions Project Agreement Number BP20200415 between Contractor and Customer dated _____. Customer will have thirty (30) calendar days after the Effective Date to close such financing. If the financing is not closed within this time, for any reason, either party may be written notice to the other party declare this Agreement to be null and void; and the Agreement will be null and void as of the other party's receipt of a notice; provided that Customer may not declare this Agreement to be null and void after it has issued a Notice to Proceed. It is further acknowledged and agreed that Contractor will have no obligation to commence performance of the Work unless the financial has closed.
3. After providing at least seventy-two-hour (72-hour) notice, Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to implement the Savings Measurement & Verification Plan. All work by Contractor under this Agreement will be performed during normal working hours; except that no work will interfere with Customer's activities. **If Customer fails to permit Contractor free and timely access to areas and equipment, including controls, controls systems, and controls information, or alters such equipment, including the controls or controls system, the Guarantee set forth in this Agreement shall become void.**
4. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

5. Contractor agrees to indemnify Customer from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.
6. To the extent permitted by law, Customer agrees to indemnify Contractor from and against any and all claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Customer's negligence, willful misconduct, or other fault.
7. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.
8. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's Premises, including without limitation injury or illness to occupants of the Premises or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct.
9. **Maintenance by Customer.** Customer shall perform the required maintenance for all of its equipment affecting the Energy Guarantee per the terms of such equipment's' manufacturer guidelines and standards. If Contractor determines in its sole reasonable discretion that such equipment has not been maintained according to those guidelines and standards, Contractor and Customer will determine the impact on the equipment's potential to generate savings and will determine if the Energy Guarantee should be revised or terminated.
10. **Termination Rights.** In addition to the right to cancel this Agreement under Section 2 above, to the extent authorized under the applicable state and federal laws, regulations, ordinances or other requirements, Customer may terminate this Agreement for convenience upon thirty (30) days prior written notice. Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full. Upon termination, Contractor shall have no Guaranteed Energy Unit Saving obligations hereunder for any partial Measurement Years, nor shall Contractor have an obligation to refund any monthly payments made hereunder through the date of any such early termination and Customer shall have no obligation to make payments for future months.

11. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by one arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state of California. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the courts for the county of (or judicial districts for) Los Angeles County, California and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.
12. **Payment & Price Escalation.** Payment for work contemplated herein will be made in in connection with the Work to be performed under the Bundled Energy Solutions Project Agreement Number BP20200415 and shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. If Contractor is providing recurring services, the parties agree that Contractor's compensation may be adjusted due to factors beyond its reasonable control, including but not limited to increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, increases occasioned by government mandates including the Federal Affordable Care Act, increases to insurance costs and supply cost increases. For any such price increase to be effective, Contractor must provide written notice to Customer at least thirty (30) days in advance of the increase date. Should Customer determine that it does not wish to continue with the Agreement due to the anticipated price, Customer may terminate the Agreement upon thirty (30) days' written notice to Contractor.
13. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for

purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

14. **Work Product.** Contractor hereby agrees that all work produced pursuant to this Agreement, for Customer and provided to Customer during and upon completion of this Agreement, shall be the property of Customer, and ownership of said work product shall be retained by Customer. Consultant may take and retain copies of such written products as desired.
15. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii)

entitle any party to commit or bind the other (or any member of its respective group) in any manner.

16. **Independent Contractor.** Consultant is and shall, at all times, remain as to Customer a wholly independent contractor. Neither Customer nor any of its elected officials, officers, employees or agents shall have control over the conduct of Consultant except as expressly set forth in this Agreement. Consultant shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of Customer. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except as provided in this Agreement, Customer shall not pay salary, wages, or other compensation to Consultant for performance hereunder for Customer. Customer shall not be liable for compensation to Consultant, Consultant's employees or Consultant's subcontractors for injury or sickness arising out of performing services hereunder.
17. **PERS Eligibility Indemnity.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Customer, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

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 Customer, including but not limited to eligibility to enroll in PERS as an employee of Customer and entitlement to any contribution to be paid by Customer for employer contribution and/or employee contributions for PERS benefits.

18. **Notice.** All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To Customer: City of Montebello
 Attn: City Manager
 1600 West Beverly Boulevard
 Montebello, California 90640

To Consultant:

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
21. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
22. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.
23. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
24. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
25. **Attorney's Fees.** Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged

breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding only if, and to the extent permitted by law.

26. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

Exhibit A

Definitions

1. **Actual Energy Use:** For a given Measurement Year, the actual energy consumption of the Premises, based on the Factors Affecting Energy Use.
2. **Agreement or Contract:** The Annual Energy Unit Savings Agreement.
3. **Base Energy Rates:** The units of dollars per energy unit per Measurement Year, as developed from the Baseline Energy Use. The Base Energy Rates are identified in Exhibit D.
4. **Baseline Energy Use:** The Baseline Energy Use is the standard against which energy savings will be measured. Initially it is obtained by measuring the average energy consumption at Customer's Premises prior to work performed by Contractor under the Project Agreement: specifically, June 2020 through and including December 2020. It shall be established by Contractor after identification and consideration of, and controlling for, the Factors Affecting Energy Use. It is understood that in the event of changes in Factors Affecting Energy Use, the Baselines will be revised from time to time as detailed in this Contract. In addition, data collected during the period before construction may indicate a change of the energy use pattern at the Premises and require a change to the Baselines. Contractor shall notify the Customer, in writing, of all such changes.
5. **Contractor** shall mean **ABM Building Solutions, LLC**
6. **Customer** shall mean **City of Montebello**
7. **Energy Unit Savings Term:** A period of 15 years or until the termination of this agreement, whichever comes first.
8. **Energy Unit Savings:** The energy conservation savings in units of energy, power, water, etc., achieved in a given Measurement Year through the reduction in energy consumption, demand, energy rates, maintenance, or materials. Such units may include kW, kWh, MCF, MMBTU, Gallons, and are more specifically identified in Exhibit D. For a given Measurement Year, after taking into account any reconciliations, it is equal to the Baseline Energy Use minus the Actual Energy Use.
9. **Excess Savings:** For each Measurement Year in which the Energy Unit Savings exceed the Guaranteed Unit Savings, the value of the difference is the "Excess Savings."
10. **Factors Affecting Energy Use:** Operations, use type, hours and levels of occupancy, occupant population, adjustments in labor force, building use, operational procedures, temperature, climate, weather, humidification, ventilation levels and rates, installed lighting and scheduled use, building construction and size, general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment, amount of heating and air conditioning and other energy-using equipment, plug loads, schedule, or any other variable that may significantly change the base energy load profile. The Factors Affecting Energy Use are not limited only to those factors that are within Customer's control.
11. **Guaranteed Energy Unit Savings:** The amount of anticipated energy savings as compared to the Baseline Energy Use, expressed in units of energy, power, water, etc., which Contractor is guaranteeing under this Agreement as set forth in more detail in Exhibit D.
12. **M&V Commencement Date:** The first day of the month following the completion of both:

- a. The signed Certificate of Final Completion of the Project in accordance with the Project Agreement; and
 - b. Contractor's receipt of all payments due and owing under the BES Project Agreement.
13. **Measurement Year:** Each twelve (12) month period beginning with the M&V Commencement Date.
14. **Pre-M&V Savings:** Prior to the M&V Commencement Date, if the Project results in any Energy Unit Savings for such period, such savings are the "Pre-M&V Savings."
15. **Premises:** The facility(ies), property(ies), or equipment, as applicable that is the subject of the Energy Conservation Measures taken in connection with this Agreement and the Project Agreement, set forth in more detail in Exhibit D.
16. **Project Agreement:** the agreement governing the Project by and between Contractor and Customer.
17. **Project:** The Bundled Energy Solution project performed by Contractor for the Customer pursuant to the Project Agreement.
18. **Savings Measurement & Verification Plan:** Contractor's process of preparing reports, taking on-site measurements, monitoring building automation systems, and/or any additional work to quantify Energy Unit Savings for the purpose of meeting the Guaranteed Energy Unit Savings as identified in Exhibit D. Contractor's measurement and verification activities shall not include maintenance of the Project or record keeping related to such maintenance, which shall be the sole responsibility of Customer.

Exhibit B
Savings Guarantee

1. The annual Energy Unit Savings will be calculated using standard computerized auditing procedures, as described herein, which compares the Baseline Energy Use with that of the Actual Energy Use during the applicable Measurement Year. Published degree days will be used in the auditing process to allow for differences of weather conditions between the Baseline Energy Use dates and the Measurement Year.
2. Except to the extent of any annual maintenance program with the Contractor, the Customer shall be solely responsible to maintain the Project in a manner consistent with the manufacturer's or Contractor's recommended maintenance schedules and procedures, maintain all records associated with such maintenance, and upon request of the Contractor, provide copies of such records thereof. Such maintenance shall be a condition precedent to this Savings Guarantee. Contractor may, if it deems necessary, inspect the Premises from time to time to implement its Savings Measurement & Verification Plan.
3. For the purpose of determining Actual Energy Use and Energy Unit Savings, Contractor shall prepare reports, take on-site measurements, monitor building automation systems, and/or additional work as required by and detailed in its Savings Measurement & Verification Plan.
4. The Customer acknowledges and consents to Contractor's right to monitor Actual Energy Use, Energy Unit Savings, Factors Affecting Energy Use, and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. The Customer shall cooperate fully with any such measures instituted by Contractor pursuant to this Subsection. Contractor shall not institute any measures that unreasonably interfere with the business of Customer conducted at the Customer's location.
5. For the purpose of determining Actual Energy Use and Energy Unit Savings, Customer shall cooperate with Contractor by providing utility bills and other applicable information and maintenance records, changes in Factors Affecting Energy Use, and/or additional information as requested by Contractor personnel.
6. Savings Guarantee: Subject to changes in the Factors Affecting Energy Use, Contractor guarantees that the Customer will realize total Energy Unit Savings during the Energy Unit Savings Term not less than the Guaranteed Savings set forth in Exhibit D.
7. Guarantee Payment: Should the sum of Customer's Energy Unit Savings for a given Measurement Year be less than the Guaranteed Energy Unit Savings for that Measurement Year, Contractor shall pay to the Customer, within 30 days of the acceptance of the annual Energy Unit Savings report, the difference between the Guaranteed Energy Unit Savings for such year and the Energy Unit Savings for that Measurement Year, with such amount not to exceed the Guaranteed Energy Unit Savings amount set forth in Exhibit D (the "Guarantee

Payment"). The difference shall be converted from units of energy to dollars (\$) by use of the Base Energy Rates or the actual energy rates in effect during the Measurement Year, whichever results in a lesser Guarantee Payment. If in the judgment of the Customer, Customer would benefit from additional energy services or energy saving retrofits, Customer and Contractor may mutually agree upon such services or retrofits in lieu of the Guarantee Payment. For the purposes of this Contract, such services or retrofits actually delivered by Contractor will be considered a Guarantee Payment for that Measurement Year. There shall be no carryover with respect to either Excess Savings or negative Energy Unit Savings for any Measurement Year into future Measurement Years; provided, however, that any Pre-M&V Savings shall be credited towards the Guaranteed Energy Unit Savings for the first Measurement Year.

8. Changes in Factors Affecting Energy Use
 - a. The Customer shall notify Contractor in writing within fifteen (15) business days of any change in any Factor Affecting Energy Use. Contractor will determine the effect that any such change would have had on the obligations and rights under this agreement (such as changes to the Energy Unit Savings, Baseline Energy Use, etc....) and present to the Customer a written analysis of the effects of the changes. Changes that are long term or permanent will be reflected in a change to the Baseline Energy Use. Temporary changes that affect energy use will be calculated and added to or subtracted from the corresponding month's Energy Unit Savings.
 - b. If a change in any of the Factors Affecting Energy Use occurs and results in a reduction of Energy Unit Savings, then the Guaranteed Energy Unit Savings shall be reduced accordingly.
9. Customer and Contractor may from time to time desire to make changes to the Project infrastructure for the express purpose of increasing Energy Unit Savings. It is agreed that these changes will only be made with the written consent of both parties, which will not be unreasonably withheld. The Baseline Energy Use will not be adjusted to reflect any changes agreed to under this subparagraph without the mutual agreement of the parties, except that if Contractor elects to pay for the cost of any such changes that would not unreasonably interfere with the conduct of Customer's business, and the Customer does not consent to such changes, then the Baseline Energy Use will be increased by the amount of savings projected from the changes.
10. When the Project's effect on savings cannot be accurately determined for any given period of time due to construction or other major changes to the Premises, Projected Energy Unit Savings will be used in lieu of Energy Unit Savings for the corresponding period of time.
11. Contractor has the right to charge the Customer for work required to assess the effect on Baseline Energy Use for any large-scale changes, including, but not limited to, building additions, new buildings, and new or changed HVAC equipment, that require more than forty (40) hours per year to be spent in calculating their effect on the Energy Unit Savings. Such hours will be billed at current Contractor engineering rates. Current rates for

engineering are based at \$150/hr. starting in 2021 and shall be escalated at 3% annually for the years following years guaranteed not to exceed \$250/hr. in 2036. Before initiating such work, Contractor will notify the Customer in writing of the intent and cost associated with the work. The Customer will, within 45 days in writing, notify Contractor with permission to proceed or, alternatively at no charge, to stipulate that the Guaranteed Energy Unit Savings for the existing Premises in question be used for the purpose of calculating the Energy Unit Savings. If Contractor does not receive written notice within 45 days, the Guaranteed Energy Unit Savings for the existing Premises in question will be used as Energy Unit Savings until such time that the Customer approves the work, as long as the scope of the work has not changed.

12. If the Customer fails to notify Contractor of changes in Factors Affecting Energy Use or fails to supply Contractor with requested information that is required for any calculations required hereunder in a timely manner, the Energy Unit Savings for the period will be equal to the Guaranteed Energy Unit Savings for the period. If information for the period in question is supplied at a later date, the Energy Unit Savings for that period will be retroactively modified only if the actual Energy Unit Savings for that period of time exceed the Guaranteed Energy Unit Savings.
13. Any changes made by Contractor to the Baseline Energy Use, Actual Energy Use, or Energy Unit Savings calculations, as outlined in this Agreement, shall be presented in writing to the Customer. The Customer shall have 30 days to approve or question the changes in writing. Contractor will work with the Customer to answer any questions or make any necessary corrections. Any changes that are made shall become Exhibit "G" to this agreement.
14. The Customer agrees that Contractor shall have the right, with reasonable prior notice, to inspect the Premises to determine if the Customer is in compliance with its obligations as set forth herein. In the event that any inspection discloses that the Customer has failed on the date of the inspection to be in compliance with any items set forth herein, then the Guaranteed Energy Unit Savings shall be assumed to have been achieved for and with respect to the portion of the Measurement Year during which such failure shall have existed.

Exhibit C Miscellaneous Terms and Conditions

Baseline Conditions is defined as the set of conditions that determined Customer's demand and energy consumption during the twelve-month (12-month) period from October 2018 through September 2019. The Guaranteed Energy Unit Savings are based on consistent utility consumption patterns in the future as compared to the Baseline Conditions, with adjustments made for non-performing devices made operational as per building code requirements.

The Guaranteed Energy Unit Savings set forth in Exhibit "D" are based on the Factors, as they are at the time this Agreement is executed. New facility heating or air conditioning loads and major increases in building occupancy will be adjusted for, according to the effect on original criteria.

I. Lighting Retrofit Savings

Power consumption before lighting is retrofitted and afterward shall be measured and the reduction shall be used to represent the actual power savings for each retrofitted fixture. Measurements shall be taken on a representative sample population of each fixture type.

Light Energy Unit Savings shall be calculated utilizing the operating/burn time hours specified in Appendix A:

The Energy Unit Savings associated with the Lighting are as follows:

Building	Measure	Energy Savings (kWh/Yr)
City of Montebello	Lighting Retrofit	1,009,032

II. HVAC Savings - Run Times / Conditions

The design space temperatures for heating are 68 to 70 degrees or less; the design space temperatures for cooling are 72 to 74 degrees or more. Where applicable, the control system will be set to achieve the nominal design space temperature for heating or cooling.

Weekly building occupancy hours are as listed below:

	Occupancy	Weekly Run Hours
City Hall/Hollifield	40	40
PD/Fire Station	168	168

Contractor acknowledges that the City of Montebello may have an occasional event or after-hours functions such as board meetings, ball games and auditorium performances and ABM agrees that this will not violate the above Run Times/Conditions.

Exhibit D Annual Guaranteed Energy Unit Savings

Annual Baseline Energy Use

City of Montebello – Current Energy Use:

Building / Facility	Area [Sq.ft]	Elec Usage (kWh/yr)	Elec Cost (\$/yr)	Elec Demand (kW)	Demand Chg (\$)
City Hall	34,000	474,859	\$68,980	98.3	\$ 28,725
PD	75,000	1,380,330	\$174,786	224.2	\$ 65,578
Fire Station 55	9,120	102,177	\$18,207	29.6	\$ 7,978
Fire Station 56	10,000	117,139	\$19,508	28.3	\$ 8,043
Fire Station 57	3,500	41,762	\$ 5,793	9.8	\$ 1,788
Transit Department	34,000	948,921	\$137,124	189.5	\$ 56,014
Senior Center	15,077	158,645	\$31,718	55.3	\$ 16,664
Youth Center	15,000	33,044	\$9,289	18.1	\$ 4,581
Golf Course	67,947	1,097,619	\$150,184	192.0	\$ 61,318
City Park / Rec	23,279	327,567	\$40,404	45.3	\$ 12,522
Adobe House	8,684	4,418	\$1,146	2.9	\$ 540
Hollifield	3,855	89,061	\$19,754	38.8	\$ 6,083
Total	299,462	4,775,542	\$676,892	932.3	\$ 269,835

Initial Base Energy Rates:

Initial energy rates are shown below. Rates will be escalated at 4% annually.

Building / Facility	Non - Lighting Elec (\$/kWh)	Lighting	
		Consumption	Demand
City Hall	\$ 0.145	\$ 0.085	\$ 24.34
PD	\$ 0.127	\$ 0.079	\$ 24.38
Fire Station 55	\$ 0.178	\$ 0.100	\$ 22.47
Fire Station 56	\$ 0.167	\$ 0.098	\$ 23.66

Fire Station 57	\$	0.139	\$	0.096	\$	15.16
Transit Department	\$	0.145	\$	0.085	\$	24.63
Senior Center	\$	0.200	\$	0.095	\$	25.10
Youth Center	\$	0.281	\$	0.142	\$	21.11
Golf Course	\$	0.137	\$	0.081	\$	26.61
City Park / Rec	\$	0.123	\$	0.085	\$	23.02
Adobe House	\$	0.259	\$	0.137	\$	15.43
Hollifield	\$	0.222	\$	0.153	\$	13.05
\$ -	\$	0.142	\$	0.085	\$	24.12

Contractor will guarantee the following utility reductions:

Total Annual kWh Savings 1,358,431
Total Annual kW Savings 126.6

Savings Summary:

Using the above initial Base Energy Rates, above annual Guaranteed Energy Unit Savings, the projected savings from Operational Savings and Capital Avoidance Savings for Measurement Year One is \$170,364 The breakdown is as follows:

1. Lighting and Other Stipulated Savings \$125,091
2. Other Energy Savings \$45,272
3. Agreed Upon Operational Savings \$0*

Energy Unit Savings shall be calculated using the Escalated Base Energy Rates or actual energy rates for that meter, whichever results in greater Energy Unit Savings. Actual energy rates will be calculated at the end of each Agreement year using utility billing information for that Agreement Year, if provided.

Exhibit E

Measurement & Verification

Measurement & Verification (M&V) Plan: Through this plan, the guaranteed savings generated by the installed scope of work will be validated. The objective of the plan is to quantify the actual electrical, water and fossil fuel usages and compare those to the specific Baseline Usages, the difference of which is the Verified Savings.

During the term of the Agreement, ABM will make adjustments to energy savings due to changes in the standards of comforts as described in Exhibit C, building occupancy, weather data, and utility rate schedules, etc. The unit costs of energy will be applied to the energy savings calculated by this M&V plan. Current utility cost will be used as a basis for determining the unit cost, with floor and ceiling prices set by baseline rate information (and applicable escalation), presented herein under Exhibit E.

The following is a brief overview of the measurement and verification methodologies applicable to the improvement measures set forth on the following pages. ABM shall apply these methodologies, in connection with the provision of M&V Services hereunder.

M&V Partially-Measured Project Benefits

Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an improvement measure was applied; separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements in the pre- & post-retrofit installation period.

Partial measurement means that some but not all parameter(s) will be Non-Measured. Careful review of improvement measure design and installation will ensure that Non-Measured values fairly represent the probable actual value. Stipulations will be shown in the M&V Plan along with analysis of the significance of the error they may introduce.

Engineering calculations using short-term pre- & post-retrofit measurements and stipulations: The finding of these pre & post-retrofit measurement calculations of Project Benefits will then be Non-Measured for the life of this Agreement.

Annually, site inspections will be performed to verify equipment type, efficiency, and maintenance procedures.

ECM 2.1: Chiller Plant Improvements

This ECM installs a new chiller at the Montebello Police Station, new chilled water pumps with VFDs, and pressure independent control valves in the air handlers. The Measurement and Verification (M&V) methodology to be employed for this ECM will be Option A with annual site verification.

Baseline:

Chiller: The chiller was data logged for differential temperature and current draw to establish kW/ton and create a baseline chiller curve. Actual weather data was used to determine chiller load based off outside temperature.

Bin weather data was used to determine total hours at a given outside air temperature, chiller load, and total kWh consumed.

Chilled Water Pumps: The pumps were data logged to determine total baseline run hours. The kW was calculated from nameplate horsepower.

Pressure Independent Control (PIC) Valves: ABM did not claim savings for PIC valves, but as-built savings may be included in the total project savings for comparison against the guarantee.

Post Install:

Chiller: The key parameter will be the chiller efficiency (kW/ton) at four points along the chiller curve, one each in the following ranges: 0-25%, 25-50%, 50-75%, and 75-100%. If the chiller is operating within 10% of the table listed below, the guarantee will be deemed met.

Chiller Load Range	kW/ton
0-25%	.55
25-50%	.62
50-75%	.67
75-100%	.79

Chilled Water Pumps: The key parameter will be VFD control logic. ABM will verify new pumps were installed and the VFDs were programmed to allow flow to modulate with system demand.

PIC Valves: ABM did not claim savings for PIC valves, but as-built savings may be included in the total project savings for comparison against the guarantee.

Ongoing:

Chiller: An annual site walkthrough will be conducted and feedback from site staff will be gathered to determine equipment is still in place and being maintained properly. No further data will be reviewed, and no further calculations will be completed. Ongoing analysis is for informational purposes only and will not affect the guarantee.

Chilled Water Pumps: Annual site inspections will be performed to validate the VFD has not been placed in manual setting for the duration of the guarantee.

Pressure Independent Control (PIC) Valves: ABM did not claim savings for PIC valves, but as-built savings may be included in the total project savings for comparison against the guarantee.

ECM 3.1: Boiler Plant Improvements

This ECM installs new pumps with VFDs on the hot water boiler hydronic loop. ABM did not claim savings for this ECM but as-built savings may be included in the total project savings for comparison against the guarantee.

ECM 4.1: HVAC

This ECM upgrades the split, and package HVAC units at the City of Montebello. The units will be replaced on a like-for-like basis with the same total tonnage. The energy cost reduction is due to improved efficiency of the HVAC units which results in a lower kW/ton or higher EER. Additional reduction in energy is achieved with economizers by bringing in cold outside air rather than using mechanical cooling.

Baseline: ABM data logged run time hours which will be stipulated for the term of the guarantee. The manufacturer provided SEER, de-rated per ASHRAE standards for time, will be used as the baseline SEER. Air dampers were found in the closed position. The economizer baseline is dampers in the closed position. Currently, because dampers are closed, ventilation requirements are not being met and a baseline adjustment is needed for cooling the code required ventilation air. The baseline adjustment will be as follows.

	Energy Consumption (kWh)	Cost (\$)
Baseline	1,380,330	174,786
Ventilation adjustment	9,395	1,193
Adjusted baseline	1,389,725	175,979

Post Install: ABM will verify quantity, size, and nameplate efficiency (SEER) ratings in alignment with the design to meet the guarantee. ABM will validate the economizer is programmed correctly to open between 55F and 65F and closed to minimum position for ventilation outside of this range. ABM will perform a functional performance test that validates the sequence of operation by overriding the previously stated parameters to verify dampers actuate properly.

Ongoing: Annual site inspection will be performed to verify Equipment is in place and in proper operating condition for the term of the guarantee.

ECM 5.1: Energy-Efficient Lighting Upgrades

This ECM upgrades the lighting system at the City of Montebello. Existing lighting fixtures will be upgraded to include LED components. The energy cost reduction is due to lowering the power requirement (kW) and associated kWh of the lighting fixtures using efficient lighting equipment. The Measurement and Verification (M&V) methodology to be employed for this ECM will be Option A with annual site verification. One time pre-and post-wattage measurements will be taken from a representative sample of each fixture type.

Baseline: Burn hours were data logged pre-installation and will be stipulated to remain the same post-installation. One-time pre-retrofit wattage measurements will be taken on a statistically-valid sample of fixtures.

Post Install: One-time post-retrofit wattage measurements will be taken on a statistically-valid sample of fixtures. As-built fixture quantities, wattage, and stipulated burn hour data will be

input into the Excel spreadsheet calculation and actual annual savings will be calculated. The savings will be stipulated for the remainder of the term.

Ongoing: Annual site inspections will be performed to verify fixture/lamp type and replacement stock or the term of the guarantee.

ECM 6.1: Roof Replacement

This ECM installs new roof with improved reflectivity and better R value insulation at the Police Department.

Baseline: The baseline is assumed to have industry standard insulation and roof reflectivity.

Post Install: ABM will verify the manufacturer's material specification rating for R value of insulation installed, and that the roof was installed correctly to deem the guarantee satisfied.

ABM Building Solutions

Section 4217 Energy Solutions Project Agreement

Proposal Date	Proposal Number	Agreement Number	Pages
May 13, 2020	BP20200415		

BY AND BETWEEN:

ABM Building Solutions, LLC 14201 Franklin Ave Tustin, CA 92780	AND	City of Montebello 1600 W. Beverly Blvd Montebello, CA 90640
Hereinafter: Contractor		Hereinafter: Owner

This Energy Solutions Project Agreement ("Agreement") for the engineering, system design, fabrication and installation of the scope of work (delineated in Schedule 1) (together with all Exhibits and Schedules hereto, the "Agreement") is made by and between the **City of Montebello**, a City organized and existing under the laws of the State of California ("Owner"), and ABM Building Solutions, LLC a contractor licensed by the State of California ("Contractor"). The Effective Date of this Agreement shall be the date of execution by the **City Manager**, subject to the prior approval of the Owner's governing board.

1. Government Code sections 4217.10, *et seq.*, authorize the Owner, as a public agency, to enter into an energy services agreement wherein the Contractor provides conservation services to the Owner from an energy conservation facility on terms that its governing body determines are in the best interest of the Owner.

2. Pursuant to Government Code section 4217.11(d), "conservation services" include electrical, thermal, or other energy savings resulting from conservation measures, which shall be treated as a supply of such energy.

3. Through this Agreement, the Owner intends to contract for the project development and implementation, including, engineering, system design, fabrication and installation of photovoltaic systems and energy efficiency measures that will result in energy savings to the Owner and which shall be a supply of energy to the Owner (the "Work") at the sites as set forth in Schedule 1 of this Agreement (the "Work Sites" or "Sites", and each individually a "Site"), consistent with the terms of Government Code section 4217.10, *et seq.*

4. The Owner's Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two (2) weeks advanced notice of such hearing, made all findings required by Government Code section 4217.12 for the Owner to enter into this Agreement.

5. The Contractor shall engineer, design, and construct the Work indicated in Schedule 1, Scope of Work, in order to deliver a complete installation. All Work will be subject to the Terms and Conditions set forth in **Exhibits "A" and "B"** incorporated herein by this reference.

6. The purchase price for the Work will be **Six Million Five Hundred Thousand Dollars and Zero Cents** (\$6,500,000). This price may be increased through mutually accepted change orders by both parties. The Work performed under this Agreement will be substantially complete and ready for Owner's beneficial use within six (6) to twelve (12) months of Owner's acceptance and Contractor's approval of this Agreement and subsequent issuance by Owner to Contractor of a Notice to Proceed (NTP). If change orders are used, the schedule may be extended to accommodate to additional scope of work.

7. This proposal is proprietary property of Contractor and is provided for Owner's use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The proposal will become a binding Agreement only after acceptance by Owner and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Schedules hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM Building Solutions, LLC	Owner
Signature (Authorized Representative)	Signature (Authorized Representative)
Eugenio Burnier	Rene Bobadilla
Name (Print)	Name (Print)
Senior Vice President	City Manager
Title	Title

Exhibit A
Terms and Conditions

The term "Contractor" shall mean and include **ABM Building Solutions LLC, 14201 Franklin Ave, Tustin, CA 92780**

The term "Owner" shall mean and include the **City of Montebello, 1600 W. Beverly Blvd, Montebello, CA 90640.**

1. **Finance Contingency.** It is acknowledged and agree by the parties hereto the continued existence of this Agreement is expressly contingent upon Owner closing financing that will allow it to make payments to Contractor required by this Agreement. Owner will have thirty (30) calendar days after the Effective Date to close such financing. If the financing is not closed within this time, for any reason, either party may be written notice to the other party declare this Agreement to be null and void; and the Agreement will be null and void as of the other party's receipt of a notice; provided that Owner may not declare this Agreement to be null and void after it has issued a Notice to Proceed. It is further acknowledged and agreed that Contractor will have no obligation to commence performance of the Work unless the financial has closed.
2. **Warranties.** Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of twelve (12) months after Owner's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Owner the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of Owner for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of Owner within twenty-four (24) hours of call from Owner. Owner shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Owner's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Owner at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Owner expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Owner's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement; provided that Contractor provides reasonable training and/or training material to Owner and Owner's staff related to the proper selection of lighting equipment.

3. Equipment that is to be replaced shall maintain a high standard of quality. The Owner shall review all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:

2.1 Contractor shall ensure that all materials and equipment supplied and Work performed and completed under this Agreement shall (i) be new and original, (ii) be free from defects, (iii) conform to the standard of material and workmanship prevailing in the Contractor's industry, (iv) be adequate to perform the intended function as specified in this Agreement.

4. Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price which is Six Million Five-Hundred Thousand Dollars and Zero Cents (\$6,500,000.00). The costs for said bonds shall be included in the contract price. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of California, having a financial strength rating by A.M. Best Company of "A -" or better and shall be delivered to Owner prior to Contractor ordering any materials or requesting any payment under the terms of this contract. Contractor shall cause the surety company to add First Security Finance as co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to First Security Finance.
5. After providing at least seventy-two-hours (72-hours) notice, Owner shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Owner's normal business activities.
6. Contractor and Owner agree that all Work required for the Project, including that of all other contractors and subcontractors for Owner, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Owner's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an extension of contract time in the event the Work or any part thereof is delayed by any cause beyond Contractor's reasonable control. Such causes include but are not limited to: acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply; or any other cause not within the reasonable control of the Contractor.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-

material basis at Contractor's rates then in effect) over the sum stated in this Agreement; and must be approved in advance and in writing by Owner, and Owner shall not incur any such extra charge as a result of any negligent act or omission by Contractor.

8. Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.
9. This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.
10. Owner shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.
11. Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify Owner of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
12. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Owner shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Owner is indemnified herein. Owner, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Owner with a certificate of insurance describing the coverage provided in accordance with these provisions and thirty-day (30-day) advance notice of cancellation/non-renewal will be provided. **Owner will carry a policy of builder's risk insurance on each building while then subject to the Work, including extended coverage, with limits equal to the replacement value of such building, including equipment installed thereon under this Agreement. Owner shall cause Contractor and its subcontractors to be included as additional insureds under such policy.**

13. Contractor agrees to indemnify, defend, and hold harmless Owner from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.
14. Owner agrees to indemnify, defend, and hold harmless Contractor from and against any and all third party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Owner's sole negligence, willful misconduct, or other fault; provided, however, that no language, agreements or covenants contained herein shall be deemed to waive any available defenses of official immunity or sovereign immunity of the customer, its agents, elected and appointed officials, employees, together with their heirs and assigns which are specifically preserved.
15. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER.
16. No official or employee of Owner shall be personally liable to Contractor in the event of any default or breach by Owner, or for any amount which may become due to Contractor.
17. **PERS Eligibility Indemnity.** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Owner, Contractor shall indemnify, defend, and hold harmless Owner 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 Owner.

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 Owner, including but not limited to eligibility to enroll in PERS as an employee of Owner and entitlement to any contribution to be paid by Owner for employer contribution and/or employee contributions for PERS benefits.

18. Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.
19. Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Owner's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of Owner as specifically set forth in this agreement and any attachments or exhibits hereto.
20. **Compliance with the Law.** Contractor shall at all times observe and comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments including, but not limited to the Montebello Municipal Code. Owner, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section. To the extent a change in law after the Proposal Date increases Contractor's cost or time for performance, Contractor shall be entitled to an equitable adjustment in Purchase Price and/or time for performance as applicable.
21. **Prevailing Wages.** Contractor is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Professional Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Owner shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Professional Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold Owner, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and each subcontractor shall forfeit as a penalty to Owner not more than **Two Hundred Dollars and Zero Cents** (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each

worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

22. **Payroll Records.** In accordance with the requirements of California Labor Code section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours. In the event of noncompliance with the requirements of this Section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this Section. Should noncompliance still be evident after such 10-day (10) period, Contractor shall, as a penalty to Owner, forfeit not more than **One Hundred Dollars and Zero Cents** (\$100.00) for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this Section is on Contractor.
23. **Hours of Work.** Pursuant to the provisions of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight (8) hours during any one calendar day, and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one (1) and one-half (1-1/2) the basic rate for all hours worked in excess of eight (8) hours per day ("Eight-Hour Law"), unless Contractor or the Services are not subject to the Eight-Hour Law. Pursuant to section 1813 of the California Labor Code, Contractor shall forfeit a penalty of **Twenty-Five Dollars and Zero Cents** (\$25.00) per worker for each day that each worker is permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.
24. **Registration with the Department of Industrial Relations.** Contractor acknowledges, understands and warrants that it is registered with the Department of Industrial Relations ("DIR") in accordance with Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. 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.
25. **Classification of Contractor's License.** Contractor acknowledges and understands that it shall possess a license to perform the public work contemplated herein. Public Contract Code Section 3300. Contractor further acknowledges and understands that it shall possess the proper license at the time the contract is awarded, not at the time the bid is submitted or opened. Public Contract Code section 3300. Owner acknowledges and

understands that before a contract is awarded, it shall verify that Contractor was licensed at the time of submission of the bid or proposal. If a bid is awarded to a non-licensed contractor without verification, Owner may be liable for an administrative fine. Business and Professions Code section 7028.15.

26. Owner acknowledges and understands that before a contract is awarded, it shall verify that Contractor was licensed at the time of submission of the bid or proposal. If a contract is awarded to a non-licensed contractor without verification, Owner may be liable for an administrative fine. Business and Professions Code section 7028.15.

27. **Ineligible Contractor or Subcontractor.** Contractor acknowledges and understands that performance of work on a public works project with a subcontractor who is ineligible to perform work pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited. Public Contract Code section 6109(a).

28. **Contract with Debarred Subcontractor is Void.** Contractor acknowledges and understands that any agreement on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to Owner. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on a project. Public Contract Code section 6109(b).

29. **Affidavit of Non-Collusion.** Contractor acknowledges and understands that it must execute an **Affidavit of Non-Collusion** per Public Contract Code section 7106 attached hereto as **Exhibit "C"** and incorporated to this Agreement by reference.

30. If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any subcontractor for the employment and training of apprentices.

31. **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.

31.1. **Termination for Cause.** In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within fifteen (15) days after the serving of such notice, such violation shall cease or be rectified, the

Agreement shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by Contractor which cannot be corrected within fifteen (15) days, said Agreement shall at the option of Owner cease and terminate upon the giving of like notice. In the event of any such termination for default by Contractor, Owner may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of Contractor. Contractor and his sureties shall be liable to Owner for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this Agreement. In the event of a termination for cause, Contractor shall only be entitled to the Compensation for that work satisfactory performed on or before the effective date of termination.

31.2. Termination for Convenience. Owner shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving ten (10) business days' written notice to Contractor. Upon the termination of this Agreement as provided herein, Owner shall provide to Contractor the part of Compensation which would otherwise be payable to Contractor for work Contractor had completed as of the date of termination, less the amount of all previous payment with respect to the Payment/Compensation. Further, upon such a termination for convenience by Owner, 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 Contractor prior to the date of termination, and (2) that Contractor provides Owner 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.

32. **Dispute Resolution:** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Los Angeles County, California with one arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state of California. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement. The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in the courts for the county of (or judicial districts for) Los Angeles County, California and in connection with such action to compel the laws of that state (or, as

applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

33. **Notice.** All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To Customer: City of Montebello
 Attn: City Manager
 1600 Beverly Boulevard
 Montebello, California 90640

To Consultant:

34. If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.
35. **Payment.** Payment shall be made within thirty (30) days of Owner's receipt of Contractor's invoice. Contractor may terminate this Agreement if any outstanding amounts remain unpaid after delivering thirty (30) days' notice to cure to Customer.
36. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a)

information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

37. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.

38. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

39. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
40. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
41. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.
42. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
43. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
44. **Attorney's Fees.** Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding only if and to the extent permitted by law.
45. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.

Attachment A- Scope of Work

Energy Conservation Project for
City of Montebello

The following site locations are included in the Scope of Work

City Hall
1600 W. Beverly Blvd.

Police Station
1600 W. Beverly Blvd.

Transit Building
400 S. Taylor Ave.

Fire Station 55
600 N. Montebello

Fire Station 56
1166 S. Greenwood Ave.

Fire Station 57
2950 Via Acosta

Senior Center
115 S. Taylor Ave.

Youth Center
236 George Hensel Dr.

Golf Course
901 Via San Clemente

City Park
1301 W. Whittier Blvd.

Sanchez Adobe House
946 N. Adobe Ave.

Holifield Library
1060 S. Greenwood Ave.

Energy Conservation Measures

The following pages are the detailed descriptions of the facility improvements that will be made at the customer's sites as described herein.

- ECM – 1.1: Boiler Plant Upgrades
- ECM – 2.1: Chiller Plant Upgrades
- ECM – 3.1: Controls
- ECM – 4.1: HVAC Unit Replacement
- ECM – 4.2: HVAC Unit Replacement
- ECM – 4.3: Pressure Independent Control Valves (PIC)
- ECM – 5.1: LED Lighting
- ECM – 6.1: New Roofing (Main)
- ECM – 6.2: New Roofing (Alternate)
- ECM – 17.1: Functional Diagnostics

**City Hall
1600 Beverly Blvd.
Montebello, CA**

ECM-4.1: Replace Package Rooftop Units

Contractor will replace the twenty-three existing Trane package units located on the roof.

Equipment to be replaced to be Title-24 compliant and consists of:

Two (2) Trane, 2 ton roof-top units will be replaced with two (2) new equivalent capacity roof-top units

Eleven (11) Trane, 3 ton roof-top units will be replaced with twelve (12) new equivalent capacity roof-top units

One (1) Trane, 4 ton roof-top unit will be replaced with two (1) new equivalent capacity roof-top unit

Three (3) Trane, 5 ton roof-top units will be replaced with three (3) new equivalent capacity roof-top units

One (1) Trane, 6 ton roof-top unit will be replaced with one (1) new equivalent capacity roof-top unit

Two (2) Trane, 7.5 ton roof-top units will be replaced with two (2) new equivalent capacity roof-top units

Two (2) Trane, 10 ton roof-top unit will be replaced with one (1) new equivalent capacity roof-top unit

One (1) Trane, 20 ton roof-top unit will be replaced with one (1) new equivalent capacity roof-top unit

This scope of work shall include the following:

- Disconnect the condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to provide a properly working system
- Reconnect gas including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide new fused disconnects
- Provide new WiFi thermostats for each unit
- Provide and install new supply and return duct transitions
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Temporary cooling units – quantity of 10 units of 2 to 3 tons each

The intent of this scope of work is to replace the 11 units on the lower west roof at one time.

This is anticipated to take approximately one week. Once the 11 new units are all operational

the remaining 12 units on the east roof and upper roof will be replaced. This is anticipated to take approximately one week.

ECM-4.2: Add New Package Rooftop Unit

Contractor will provide and install one (1) new package unit, to be located on the west roof, or upper roof to be verified after structural engineering review of roof and wall systems, to serve the Lobby area. This scope of work will include the following:

One (1) 7.5 ton Trane (or Equivalent) roof-top unit will be added on the Lobby roof.

This scope of work shall include the following:

- Install new unit roof curb
- Install associated condensate piping
- Install electrical and controls service for the equipment
- Install new fused disconnect
- Install new duct work for sidewall supply and return in the Lobby, including grills
- Installation of the new unit to provide a properly working system
- Provide new wireless thermostat for the new unit
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof

This unit will be set in place when the lower west roof equipment is being replaced.

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Civic Center Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture				9	25					5			39
CFL to LED – Retrofit	11												
FLUOR to LED – New Fixture						10							10
FLUOR to LED – Retrofit	11					42							53
FLUOR to LED – Retrofit – Lamp for Lamp	64	11	39		17			6	4	311	13		465
HID to LED – New Fixture					11								11
HID to LED - Retrofit													
HID to LED – Screw In					60								60
INC to LED – Retrofit			4										4
CFL to LED – Screw In	3		10					6	3	2	8		42
CF Exit to – LED Exit													
Do Nothing LED	31				34								65

Individual building line-by-lines are available upon request.

City Parks and Recreation Department
1700 W Victoria Ave.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn

Parks and Rec Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture	-	-	-					-	-		-	-	
CFL to LED – Retrofit			-	-	-	-	-			-		-	
FLUOR to LED – New Fixture	-	-		-	-		-	-	-	-	-	-	
FLUOR to LED – Retrofit					-								
FLUOR to LED – Retrofit – Lamp for Lamp		2		-		-		18	6	62	6	12	106
HID to LED – New Fixture	-	-	-	-	9	-		-	-	-	-	-	9
HID to LED - Retrofit	-	-	-	-		-	-		-	-	-	-	
HID to LED – Screw In	-	-	-	-	2	-	-		-	-	-	-	2
INC to LED – Retrofit				-		-	-	-	-	-	-	-	
CFL to LED – Screw In		-		-		-	-						
CF Exit to – LED Exit		-	-			-	-	-		-			
Do Nothing LED			-	-		-	-		-	-	-	-	
						-							

hours and limited savings contribution.

Individual building line-by-lines are available upon request.

**Police Department
1600 W Beverly Blvd.
Montebello, CA**

ECM-1.1: Boiler Plant Upgrades

Contractor will replace the existing heating boiler. Equipment to be replaced consists of:
One (1) 1,224,000 BTU output Raypak boiler will be replaced with one (1) new equivalent capacity condensing boiler.

This scope of work shall include the following:

- Isolate the hot water piping on the existing boiler
- Disconnect the piping, electrical service gas piping and flue piping from the exiting boiler
- Removal and disposal of the existing boiler
- Installation of the new boiler to provide a properly working system
- Necessary piping and piping accessories
- Installation of new flue as necessary to meet local code requirements
- Electrical service to reconnect the equipment
- Reconnect the natural gas piping
- Insulation of all new piping
- Initial water treat chemicals will be added to the hot water system
- Disconnect and reconnect controls for building automation system

Not included in this scope of work:

- Asbestos abatement
 - Removal of the existing flue beyond requirement for new work
 - Temp Heating
-

ECM-2.1: Chiller Plant Upgrades

Contractor will replace the existing Trane air cooled chiller and associated pump equipment. Equipment to be replaced consists of:

One (1) Trane 185 ton chiller will be replaced with one (1) new equivalent chiller

Two (2) existing 10 hp chilled water pumps and inertial bases will be replaced with two (2) new equivalent in-line pumps with variable frequency drives

One (1) existing air separator will be replaced with one (1) new equivalent air separator

One (1) existing expansion tank will be replaced with one (1) new equivalent expansion tank

One (1) existing pot feeder will be replaced with one (1) new pot feeder

This scope of work shall include the following:

- Isolate the existing chilled water piping
- Drain the water from the chilled water piping to allow for equipment replacement
- Disconnect the existing piping
- Disconnect the electrical service and controls
- Removal and disposal of the existing equipment
- Installation of the new chiller and other equipment to provide a properly working system
- Installation of a new pump skid to include; 2 pumps with variable frequency drives, 1 chemical feeder, 1 expansion tank and 1 air separator
- Necessary piping and piping accessories
- Reinsulate and use new aluminum jacket on all new exposed rooftop piping
- Electrical service to disconnect and reconnect the equipment only
- Reconnect controls for building automation system
- Test and balance of the new chiller and pumps
- Refrigerant reclaim and disposal
- Initial water treat chemicals will be added to the chilled water system
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Contractor will provide a temporary chiller for the duration of this project. It is understood there will be periods during this time when the scope of work will require the entire HVAC system to be shut down. Contractor will coordinate these shut-downs with the customer to minimize the impact on the facility

Not included in this scope of work:

- Asbestos removal
- Electrical distribution system upgrades if not code compliant
- Installation of new roof pads for major equipment- reuse existing
- Flushing of entire CHW loop in the facility.

ECM-3.1: Building Automation System

Contractor will remove and replace the existing control system. Installation of the new control system will include (1) new Delta BACnet Router, PC, and an EnteliWEB Front-end license for Local and WEB access for the operation of the system with a complete Graphics package. All

existing actuators and sensors to be re-used and tied into new control system where required. New sensors or actuators to be installed if needed on new equipment provided under this project. This scope of work includes the following:

Hot Water System

Contractor will provide a Delta Controls system to operate (1) Hot Water System. The points to be controlled and monitored shall be as follows:

- (1) Boiler Enable
- (1) HWP-1 VFD Enable
- (1) HWP-2 VFD Enable
- (1) HWP-1 VFD Speed
- (1) HWP-2 VFD Speed
- (1) Boiler Bypass Valve
- (1) Outside Air Temp
- (1) Outside Air Humidity
- (1) HW Supply Temp
- (1) HW Return Temp
 - (1) Boiler Status (via BACnet)
 - (1) HW Loop DP
- (1) HWP-1 VFD Status (via BACnet)
- (1) HWP-2 VFD Status (via BACnet)
- (1) HWP-1 VFD Fault (via BACnet)
- (1) HWP-2 VFD Fault (via BACnet)
- (1) HWP-1 VFD KW (via BACnet)
- (1) HWP-2 VFD KW (via BACnet)

The Existing 120 VAC source for the EMS panel shall remain and will be re-used. The Existing Bypass Valve is assumed to be in good condition and will remain. Contractor will provide new Thermowells. The Hot Water Loop DP sensor shall be provided by Contractor. The Boiler and Hot Water VFD's shall be provided with a factory installed and configured BACnet interface. Additional points for the Boiler and Pumps may be available via the BACnet interface.

Chilled Water System

Contractor will provide a Delta Controls system to operate (1) Chilled Water System. The points to be controlled and monitored shall be as follows:

- (1) Chiller-1 Enable
- (1) CHWP-1 VFD Enable
- (1) CHWP-2 VFD Enable
- (1) CHWP-1 VFD Speed
- (1) CHWP-2 VFD Speed
- (1) Chiller-1 Supply Temp
- (1) Chiller-1 Return Temp
- (1) Chiller-2 Supply Temp
- (1) Chiller-2 Return Temp
- (1) CHW Loop DP
- (1) Chiller-1 Flowrate (via BACnet)
- (1) CHWP-1 VFD Status (via BACnet)
- (1) CHWP-2 VFD Status (via BACnet)
- (1) CHWP-1 VFD Fault (via BACnet)
- (1) CHWP-2 VFD Fault (via BACnet)
- (1) CHWP-1 VFD KW (via BACnet)
- (1) CHWP-2 VFD KW (via BACnet)

The Existing 120 VAC source for the EMS panel shall remain and will be re-used. Contractor will provide new Thermowells. The Chilled Water Loop DP sensor shall be provided by

Contractor. The Chiller and Chilled Water VFD's shall be provided with a factory installed and configured BACnet interface. Additional points for the Chiller and Pumps may be available via the BACnet interface.

Air Handling Units (AH-1-4)

Contractor will provide a Delta Controls system to operate (4) Cool Only Recirculating Air Handler. The points to be controlled and monitored shall be as follows:

- (1) Unit Enable
- (1) Supply Fan VFD Enable
- (1) Supply Fan VFD Speed
- (1) Exhaust Fan VFD Enable
- (1) Exhaust Fan VFD Speed
- (1) Exhaust Fan Discharge Dampers Position
- (1) Chilled Water Valve Position
- (1) Economizer Damper Position
- (1) Mixed Air Temp
- (1) Return Air Temp
- (1) Supply Air Temp
- (1) Outside Air Temp (Global Point)
- (1) Filter Pressure Switch
- (1) RA Smoke Detector
- (1) Duct Static Pressure
- (1) Building/Return Plenum Static Pressure
- (1) Supply Fan VFD Status (via BACnet)
- (1) Exhaust Fan VFD Status (via BACnet)
- (1) Supply Fan VFD Fault (via BACnet)
- (1) Exhaust Fan VFD Fault (via BACnet)
- (1) Supply Fan VFD KW (via BACnet)
- (1) Exhaust Fan VFD KW (via BACnet)

The Existing 120 VAC source for the EMS panel shall remain and will be re-used. The Chilled Water Valve is assumed to be in good condition and will remain. The Supply and Exhaust Fan VFD's shall be provided with a factory installed and configured BACnet interface. Additional points for the Supply and Exhaust Fan VFD's may be available via the BACnet interface. Existing inlet guide vanes shall be locked open or removed by the Contractor.

Air Handling Units (AC-1 & AC-2)

Contractor will provide a Delta Controls system to operate (2) Packaged Air Handling Units. The points to be controlled and monitored shall be as follows:

- (1) Unit Enable
- (1) Supply Fan Start/Stop
- (1) Cooling Stage-1 Enable
- (1) Cooling Stage-2 Enable
- (1) Heating Stage-1 Enable
- (1) Heating Stage-2 Enable
- (1) Exhaust Start/Stop (AC-1 only)
- (1) Zone Air Temp
- (1) Zone Occupancy
- (1) Return Air Temp
- (1) Supply Air Temp
- (1) Economizer Damper Position

Existing 120 VAC source shall be re-used. Economizer Damper shall be internally controlled.

Exhaust Fans (EF-1-10)

Contractor will provide a Delta Controls system to operate (10) Exhaust Fans. The points to be controlled and monitored shall be as follows:

- (1) EF Start/Stop
- (1) EF Status (CSR)

Existing 120 VAC sources shall be re-used. EF-8 shall interlock with AC-1 and have an existing Filter DP.

Domestic Hot Water Heater

Contractor will provide a Delta Controls system to monitor (1) Domestic. The points to be controlled and monitored shall be as follows:

- (1) Entering Water Temp
- (1) Leaving Water Temp
- (1) Tank Water Temp

120 VAC sources shall be made available at this control panel. Contractor will provide new Thermowells.

VAV Cool Only Units

Contractor will provide a Delta Controls system to operate (80) Cooling Only VAV Units. The points to be controlled and monitored shall be as follows:

- (1) Space Temperature
- (1) Supply Air Temperature
- (1) Damper Position
- (1) Supply Air CFM

The Existing 120 VAC source shall be re-used. New Power Supplies will be provided and installed by Contractor.

VAV Reheat Units

Contractor will provide a Delta Controls system to operate (44) VAV Units. The points to be controlled and monitored shall be as follows:

- (1) Space Temperature
- (1) Supply Air Temperature

- (1) Damper Position
- (1) Supply Air CFM
- (1) Hot Water Valve

The Existing 120 VAC source and Hot Water Valves shall be re-used. New Power Supplies will be provided and installed by Contractor.

LCP-1

Contractor will provide a Delta Controls system to operate (1) Outdoor Lighting Control Panel. The points to be controlled and monitored shall be as follows:

- (3) Site Pole Lights

All existing Contactors and panels shall be re-used. If new contactors are required.

LCP-2

Contractor will provide a Delta Controls system to operate (1) 1st and 2nd Floor Lighting Control Panel. The points to be controlled and monitored shall be as follows:

- (3) Site Pole Lights
- (1) HE "Exterior Lights"
- (1) 1st Floor Corridor
- (1) M&W Locker Rooms
- (2) 2nd Floor Corridor
- (1) Exterior Lights South

All existing Contactors and panels shall be re-used.

LCP-3

Contractor will provide a Delta Controls system to operate (1) 3rd Floor Lighting Control Panel. The points to be controlled and monitored shall be as follows:

- (2) 3rd Floor Corridor
- (2) Site Signs
- (2) Site Lighting

Controls installation clarifications:

- All wiring within ceiling spaces to be plenum rated not in conduit
- Wiring in mechanical rooms and on roof will use existing EMT conduit where possible
- Existing control cabinets will be reused where possible. Interiors will be gutted and new controllers and hardware installed.

ECM-4.1: Replace Package Rooftop Units

Contractor will replace the two existing package rooftop units located on the lower roof. Equipment to be replaced consists of:

One (1) Trane, 3 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit, unit to be curb mounted down-flow

One (1) Trane, 8.5 ton roof-top unit will be replaced with one (1) new equivalent roof-top unit

This scope of work shall include the following:

- Disconnect the associated gas and condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to provide a properly working system
- Reconnect gas piping including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide and install new supply and return duct transitions (8 ton unit only)
- Provide new curb adaptor for the 3 ton unit
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof

Clarifications:

- Each area served by these two units will be without conditioned air for approximately three days

ECM-4.3: Installation of Pressure Independent Control Valves

Install new pressure independent control (PIC) valves

- Provide and install new PIC valves on the 4 air handling units (chilled water only)
- A chilled water by-pass will be added to the end of the loop to maintain minimum flow rates for the chiller
- All piping and piping accessories
- Re-insulate new piping and valves
- All necessary wiring and conduit
- New programming and graphics
- Complete system start-up and commissioning

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Police Department Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture	9		5		3		18	23	1	14	6	1	80
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp	57	12	50			12	85	143	40	400	22	50	871
HID to LED – New Fixture					36								36
HID to LED - Retrofit													
HID to LED – Screw In					13								13
INC to LED – Retrofit													
CFL to LED – Screw In					6					4			10
CF Exit to – LED Exit													
Do Nothing LED					1								1

Individual building line-by-lines are available upon request.

ECM-6.1: Roof Work

Roofing work required for installation of the new roof on the lower main roof:

- Tear off all layers down to lightweight concrete deck and haul away all trash
- Inspect concrete deck for water damage and repair if necessary (Because this damage cannot be seen prior to removing the roof, additional costs for time and material shall be applied)
- Install new 2½-inch dense insulation fully adhered over existing concrete deck
- Install new fully adhered Burke Hypalon single-ply membrane over new dense insulation
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new metal coping around all parapet walls
- Weld walk deck around AC units and roof access ladder
- Weld all field seams and wall seams with heat guns
- All work will be performed per manufacturers specifications

Roofing work required for installation of the new roof on the upper and west roof:

- Tear off all support penetration pitch pockets, roof drains, and parapet sheet metals and exhaust fan curbs
- Replace all angle steel supports and pipe supports with new round pipe supports
- Install new 2-inch dense insulation fully adhered over existing roof
- Install new fully adhered Burke Hypalon single-ply membrane over new dense insulation
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new metal coping or clad metal around all parapet walls
- Weld walk deck around AC units
- Weld all field seams and wall seams with heat guns
- All work will be performed per manufacturers specifications

Not included in this scope of work:

- Asbestos removal
- Replacement of expansion joint at lower roof/building interface
- Repairs to roof underlayment and correction of slope due to unknown conditions
- Contractor may need support from facility staff to remove existing conduit or antenna systems for installation of new roof

ECM-6.2: Roof Work for Patio Area

Install new roof in patio area on the lower roof

- Install new retrofit roof drain
- Install new membrane over existing tile deck
- Detail all railing penetrations with membrane
- Once waterproofing phase is complete prepare for paver installation
- Install new Stepstone roof pavers over Hypalon membrane deck

Roofing Clarifications:

- New roof membrane to be provided with a 20 year product warranty from Roofing contractor
- New roof membrane will be placed on top of existing roof material
- Contractor may need support from facility staff to remove existing conduit or antenna systems for installation of new roof

ECM-17.1: Functional Diagnostics

Contractor will conduct a thorough maintenance/retro-commissioning of the building's mechanical equipment that is not being replaced as part of this agreement. Equipment included:

- Four (4) air handlers

The purpose of this scope of work is to ensure that all the existing equipment is operating at peak efficiency upon completion of the project. Maintenance/retro-commissioning will include, but is not limited to:

- Cleaning coils
- Cleaning drain pans and traps
- Adjusting linkages
- Check wiring connections
- Lubricate bearings
- Adjust and/or replace fan motor belts
- Verify overall operating condition of the equipment
- Filter replacement is not included in this scope of work
- Verify proper operation of economizers

**Fire Station 55
600 N Montebello Blvd.
Montebello, CA**

ECM-4.1: Replace Package Rooftop Units

Contractor will replace the five existing package units located on the roof. Equipment to be replaced consists of:

One (1) Carrier, 2.5 ton roof-top unit will be replaced with one (1) new equivalent capacity roof-top unit

Three (3) Carrier, 3 ton roof-top units will be replaced with three (3) new equivalent capacity roof-top units

One (1) Carrier, 3.5 ton roof-top unit will be replaced with one (1) new equivalent capacity roof-top unit

This installation shall include the following:

- Disconnect the associated gas and condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Installation of the new units to provide a properly working system
- Reconnect gas piping including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide new digital WiFi thermostat for each unit
- Provide and install new supply and return duct transitions
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Temporary cooling units – quantity of 5 units of 2 to 3 tons each

Clarifications:

- **New units to be Title 24 compliant**
-

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings

Fire Station 55 Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other/Dorm	Total
CFL to LED – New Fixture					2								2
CFL to LED – Retrofit													
FLUOR to LED – New Fixture			2										2
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp		1	4				1			2	1	2	11
HID to LED – New Fixture					6								6
HID to LED – Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit												1	1
CFL to LED – Screw In					2			1				2	5
CF Exit to – LED Exit													
Do Nothing LED			31		6		9			13	4	27	90

contribution.

Individual building line-by-lines are available upon request.

ECM-6.1: Roof Work

Roofing work required for installation of the new roof on the main building roof:

- Tear off around all windscreen wood support penetrations and roof drains
- Inspect wood deck and repair if necessary (Because this damage cannot be seen prior to removing the roof, additional costs for time and material shall be applied)
- Install new wind screen steel platform supports legs
- Install new 1-inch dense insulation mechanically fastened over existing roofing and wood deck
- Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense insulation
- Roof all drains, pipe penetration sand AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new clad or metal coping around all parapet walls
- Weld walk deck around AC units
- Weld all field seams and wall seams with heat guns
- All work will be performed per manufacturers specifications

Not included in this scope of work:

- Asbestos removal
- Repairs to roof underlayment and correction of slope due to unknown conditions

Roofing Clarifications:

- New roof membrane to be provided with a 20 year product warranty from Roofing contractor
- If tear-off not specifically stated in the scope of work, new roof membrane will be placed on top of existing roof material
- Contractor may need support from facility staff to remove existing conduit or antenna systems for installation of new roof

Holifield Library
1060 S Greenwood Ave
Montebello, CA

ECM-4.1: Replace Package Rooftop Units

Contractor will replace the three existing roof-top units located on the roof. Equipment to be replaced consists of:

Two (2) Carrier, 10 ton roof-top units will be replaced with two (2) new equivalent capacity roof-top units

One (1) Carrier, 10 ton roof-top unit will be replaced with one (1) new gas furnace/dx roof top unit of equivalent capacity

This installation shall include the following:

- Disconnect the associated gas and condensate drain piping
- Disconnect the electrical and controls service from the equipment
- Disconnect the units from the existing duct work
- Removal and disposal of the existing equipment
- Replacement of existing unit structural platforms
- Installation of the new units to provide a properly working system
- Reconnect gas piping including new flex connections and condensate drain piping
- Reconnect the electrical and controls service
- Provide new digital WiFi thermostat for each unit
- Provide and install new supply and return duct transitions
- Provide start-up, check out and customer training
- Structural, mechanical, and electrical engineering as required
- Crane service
- Rigging of new and old equipment
- Coordination with roofing contractor to maintain warranty on roof
- Temporary cooling units – quantity of 3 units of 3 tons each

The intent of this scope of work is to replace each unit one at a time. This is anticipated to take approximately one week per unit.

Clarifications:

- New units to be Title 24 compliant
 - Existing roof structure is code compliant
 - No work included to structurally modify roof to support new units. New units are of equal size and weight
 - Minor roof modifications are included for new ducting and unit support structure
-

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Holifield Park Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Multipurpose	Gym	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture			11		8					2			21
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp			2			2		2	1	2	10	2	21
HID to LED – New Fixture					17						2		19
HID to LED – Retrofit													
HID to LED – Screw In					4								4
INC to LED – Retrofit													
CFL to LED – Screw In												3	3
CF Exit to – LED Exit													
Do Nothing LED					39	30					8	111	188

Individual building line-by-lines are available upon request.

ECM-6.1: Roof Work

Roofing work required for installation of the new roof on the building roof:

- Tear off around all HVAC wood support penetrations, and roof drains
- Inspect wood deck and repair if necessary (Because this damage cannot be seen prior to removing the roof, additional costs for time and material shall be applied)
- Install new ¾-inch dense insulation mechanically fastened over existing roofing and wood deck
- Install new 45mil mechanically fastened Burke Hypalon single-ply membrane over new dense deck
- Roof all drains, pipe penetrations and AC curbs with membrane per manufacturer's specifications
- Roof all parapet walls with Hypalon membrane
- Install new clad or metal coping around all parapet walls
- Weld walk deck around AC units
- Weld all field seams and wall seams with heat guns
- All work will be performed per manufacturers specifications

Not included in this scope of work:

- Asbestos removal
- Repairs to roof underlayment and correction of slope due to unknown conditions

Roofing Clarifications:

- New roof membrane to be provided with a 20 year product warranty from Roofing contractor
- If tear-off not specifically stated in the scope of work, new roof membrane will be placed on top of existing roof material
- Contractor may need support from facility staff to remove existing conduit or antenna systems for installation of new roof.
- Existing Camera system will be removed. Re-installation by the City if required.

Fire Station 56
1166 S Greenwood Ave.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings

Fire Station 56 Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other/Dorm	Total
CFL to LED – New Fixture					13		7	5				3	28
CFL to LED – Retrofit													
FLUOR to LED – New Fixture			5										5
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp	1	2	15				4	9		2	1	10	44
HID to LED – New Fixture					3								3
HID to LED – Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit													
CFL to LED – Screw In		3	16				1			2			22
CF Exit to – LED Exit													
Do Nothing LED	11	6	14		4		13			16			64

contribution

Individual building line-by-lines are available upon request.

Fire Station 57
2950 W Via Acosta
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings

Fire Station 57 Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other/Dorm	Total
CFL to LED – New Fixture					3								3
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp		10	14						1	3		11	29
HID to LED – New Fixture													
HID to LED – Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit					1								1
CFL to LED – Screw In			3									3	6
CF Exit to – LED Exit													
Do Nothing LED					5							5	10

contribution

Individual building line-by-lines are available upon request.

Transit Department
400 S Taylor Ave.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Transit Facility Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Multipurpose	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture			1		94				2	17	7		121
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp	11	14	27		58	144	4	39	7	272	55	10	641
HID to LED – New Fixture			4		101	78							183
HID to LED - Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit													
CFL to LED – Screw In			2						6	1	1		10
CF Exit to – LED Exit													
Do Nothing LED					42								

Individual building line-by-lines are available upon request.

Senior Center
115 S Taylor Ave.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Senior Center Solution Summary	Auditorium/Lobby	Cafeteria/Kitchen	Storage Rm	Exits	Exterior	Garage	Multipurpose	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture		8	1				35	6	1		6		57
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp		5	5		1		59		3		10		83
HID to LED – New Fixture					6								6
HID to LED – Retrofit													
HID to LED – Screw In					30								30
INC to LED – Retrofit													
CFL to LED – Screw In			1										
CF Exit to – LED Exit													
Do Nothing LED		8	6		4		103			14	3		138

Individual building line-by-lines are available upon request.

Youth Center
236 George Hensel Dr.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Youth Center Solution Summary	Auditorium/Lobby	Cafeteria/Kitchen	Storage Rm	Exits	Exterior	Garage	Multipurpose	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture	6						19						25
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp	6				3								9
HID to LED – New Fixture													
HID to LED - Retrofit													
HID to LED – Screw In					31								31
INC to LED – Retrofit													
CFL to LED – Screw In					1						2		3
CF Exit to – LED Exit													
Do Nothing LED					1		35			4	10	25	75

Individual building line-by-lines are available upon request.

Montebello Golf Course and Facilities
901 Via San Clemente
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Golf Facility Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Locker Room	Multipurpose	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture		90	3		47	24				1	14	29	208
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit							10						10
FLUOR to LED – Retrofit – Lamp for Lamp		41	47			44	1	18		12	11	29	203
HID to LED – New Fixture					82								82
HID to LED – Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit													
CFL to LED – Screw In		50	7		43		4				2	5	111
CF Exit to – LED Exit													
Do Nothing LED		19			193							16	228

Individual building line-by-lines are available upon request.

City Park
1301 W. Whittier Blvd.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Individual building line-by-lines are available upon request.

City Park Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Gym	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture													
CFL to LED – Retrofit													
FLUOR to LED – New Fixture	2												2
FLUOR to LED – Retrofit					36								36
FLUOR to LED – Retrofit – Lamp for Lamp			4						4	1		1	10
HID to LED – New Fixture					51						4		55
HID to LED – Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit													
CFL to LED – Screw In			2		1				1			5	9
CF Exit to – LED Exit													
Do Nothing LED					41								41

Sanchez Adobe
946 N Adobe Ave.
Montebello, CA

ECM-5.1: LED Lighting

Of the fixtures surveyed, most will be retrofitted, and some will be replaced. The fixtures not included are either efficient technology or there is no viable replacement available. These excluded fixtures can include fixtures already utilizing compact fluorescent bulbs or LED sources. Fixtures in closets, or storerooms may not be included in the retrofit due to low burn hours and limited savings contribution.

Individual building line-by-lines are available upon request.

Adobe House Solution Summary	Auditorium/ Lobby	Cafeteria/ Kitchen	Storage Rm	Exits	Exterior	Garage	Multipurpose	Hallway	Mechanical Closet	Office	Restroom	Other	Total
CFL to LED – New Fixture											1		1
CFL to LED – Retrofit													
FLUOR to LED – New Fixture													
FLUOR to LED – Retrofit													
FLUOR to LED – Retrofit – Lamp for Lamp			6				7						13
HID to LED – New Fixture					14						2		16
HID to LED – Retrofit													
HID to LED – Screw In													
INC to LED – Retrofit													
CFL to LED – Screw In			1								2		3
CF Exit to – LED Exit													
Do Nothing LED					1								1

General Notes

Hazardous Material

There may be some hazardous material in various locations throughout the facilities. Contractor has not included any costs associated with the abatement or removal of asbestos containing materials (ACM), lead based paints, or other hazardous materials, should any be identified in a work area. Hazardous material abatement or disposal, if necessary, (with the exception of light bulbs and ballasts associated with the lighting retrofit) is not included in this scope of work.

Equipment Efficiencies

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by Title-24, the Department of Energy and will comply with all applicable EPA regulations.

Electrical

ABM is not responsible for any electrical repairs upstream of the project tie in points. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

Lighting

The proposed Kelvin color for all interior and exterior applications on this project is 4000K. All lamps, ballasts and LED technology installed per contractor's scope of work were specified by the manufacturers lamp and ballast guide. All lamps and ballasts must be compatible and approved by the manufacturers. If unapproved materials are installed after contractor's installation of the lighting upgrade, damage may ensue and manufacturer's warranties may be void. By installing or incorporating unapproved materials, customer agrees and acknowledges that customer is assuming all responsibility and liability associated with doing so, customer will hold contractor harmless from liabilities resulting from such action, and customer acknowledges that all warranties provided by contractor are void. The lighting portion of the project is Title 24 compliant, but excludes Title 24 certification, verification and/or engineering.

No reflected ceiling plans will be created for permitting and record of retrofit. An as-built Line-by-line will be delivered post installation as a record of work completed.

Roofing

Seven (7) year workmanship warranty

Twenty (20) year manufacturer's material warranty

Contingency

Contractor will carry two hundred forty-five thousand dollars (\$2450,000) in contingency held by contractor to be used for unforeseen and hidden issues that require repairs. Such as, but not limited

to, VAV box repairs, roof deck repairs, additional structural work, coordination of moving conduit and equipment on roofs, and other costs.

All new work includes the necessary:

- Permits as required, fees excluded
- Crane and rigging service
- Removal and disposal of old equipment
- Project management
- Customer training on all new equipment provided
- Eight hours of customer training on all new controls
- Engineering services as required

Not included in this scope:

- Asbestos abatement
- Load calculations related to equipment being replaced. All equipment being replaced will be matching existing capacities with new capacities
- New filters for the existing equipment not being replaced
- Patching and painting unless specifically included
- Replacing existing damaged and/or missing fixture lenses or ceiling tiles
- Repair of roof deck and correction of slope due to concealed conditions
- Permit fees
- All scope is limited to the usual and expected work required for direct replacement of systems, work to correct conditions beyond those directly related to the scope, or unknown conditions uncovered during the implementation of the scope are not included
- Relocation of conduit, communication devices, and utilities
- Any work outside the defined scope to bring existing facilities or systems up to code.

Clarifications

- Customer to provide access to all work areas
- Customer to provide storage and lay-down areas as required

CUSTOMER'S INITIALS _____

Exhibit B
Preliminary Project Schedule
Financial Terms and Conditions

Preliminary Project Schedule and Mobilization

Upon the receipt of Notice to Proceed (NTP), Contractor will present a Preliminary Project Schedule to Owner at the first kickoff meeting scheduled prior to construction.

Financial Terms and Conditions

The Work shall include all work included in the purchase price, including but not limited to; professional services; engineering; design; procurement; and installation of the infrastructure improvements indicated in Schedule 1, Scope of Work. The price for the Work shall be paid, or caused to be paid, by Owner to Contractor as follows:

Mobilization fee due upon commencement of the project	10%	\$650,000.00
Monthly draws based on standard AIA payment Application	Monthly	

As a condition of performance, payments are made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. . Before any such extra cost is incurred by Contractor, Contractor must provide written notice to Customer at least ten (10) days in advance of the purchase of material or labor. Contractor may not proceed with such extra cost without prior written authorization from Customer. This proposal will become a binding Agreement only after acceptance by Owner and approved by an officer of Contractor as evidenced by their signatures above. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claims, representations, promise or condition on behalf of Contractor which is not expressed herein.

Exhibit C

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. Public Contract Code section 7106.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this ____ day of _____, _____

(Name of Organization)

(Title of Person Signing) (Signature)

ACKNOWLEDGEMENT

STATE OF _____)
) ss
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

Appendix A
Press Release Authorization
Consent to Use Name, Logo &/or Quote

ABM requests permission to use the City of Montebello's logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo and/or customer quote:

(Please initial those instances where you are granting your Company's consent.)

_____ In a press release, case study and/or client profile.

_____ In a listing of representative customers on ABM's web site.

_____ In a listing of representative customers on ABM's sales brochure.

_____ In a listing of representative customers in ABM's employee recruiting materials.

_____ In a listing of representative customers in ABM's responses to Requests for Information,

Requests for Quotations or Requests for Proposal.

_____ In the ABM annual report, Description of Business in the following context: "ABM provides energy savings services for businesses, such as"

This consent is valid until: from _____ to _____

ABM thanks you for your consideration and assistance in this important request.

ABM

CUSTOMER

Title: _____

Title: _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve Lease Financing Agreement to Fund Energy Conservation Projects**

DATE: May 27, 2020

RECOMMENDATIONS

It is recommended that the City Council:

1. Conduct a public hearing to consider adopting a Resolution approving a lease financing agreement with Prime Capital, Inc. to finance energy conservation projects at various City facilities; and
2. Authorize the City Manager to execute an agreement on behalf of the City.

BACKGROUND

This item is related to a separate item on the agenda where the City Council will consider, providing the City Manager authority to enter into a contract with ABM Building Solutions LLC (ABM) to implement a proposed package of energy conservation measures. The measures were included in the Investment Grade Audit (IGA), authorized by City Council on January 22, 2020, and identified the source of funding as debt financing. As required by Government Code Section 4217.13, the financing component of the energy conservation contract must be presented to the City Council during a public hearing where it must determine (i) whether the proposed financing terms are in the best interest of the City and (ii) find that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020
Approve Lease Financing Agreement to Fund Energy Conservation Projects
Page 2 of 3

facility, or both, as required by the contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both.

ANALYSIS

Energy Efficiency Improvements and Projected Savings

The improvements to be financed are grouped into three project components:

- Interior and exterior lighting retrofits at numerous City facilities
- Roofing replacement at the Police Station, Fire Station #55 and Holifield Community Center
- Heating Ventilation and Air Conditioning (HVAC) equipment and controls replacement at City Hall, Police Station, Fire Station #55 and Holifield Community Center

For this scope of work, the Total Firm-Fixed Price is Six Million Five Hundred Thousand Dollars and Zero Cents (\$6,500,000). The price is inclusive of all aspects of the project including the engineering, design, equipment purchasing, labor, taxes, permits, staff training and all other tasks associated with constructing the upgrades included in this assessment. Net savings over the lifetime of the improvements (which range from ten to twenty-five years) is estimated at over ten million dollars (\$10 million).

Competitive Selection of the Financing Provider

ABM issued a Request for Proposals (RFP) for Energy Efficiency Financing on April 27, 2020. As specified in the RFP, proposals were evaluated based on cost, required documentation and terms, and the proposer's ability to complete the financing within the City's specified timeframe. The City received responses from Holman Capital Corporation and Bank of America. In addition, the City's current banking partner, Bank of the West, was contacted to provide a financing quote

The City received financing terms from Holman Capital Corporation and Bank of America, and Bank of the West declined to submit terms. Ultimately, Prime Capital, Inc. provided the proposal and proposed terms that would be of best value to the City. Prime Capital, Inc. offered a fifteen (15) year financing term at a two-point-nine-five

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020
Approve Lease Financing Agreement to Fund Energy Conservation Projects
Page 3 of 3

percent (2.95%) interest rate. This is a competitive rate and is in the range considered reasonable in initial discussions about financing the energy conservation upgrades.

Lease Financing

The City is currently pursuing a form of low-interest financing for the improvements through 2035 with even payments at a two-point-nine-five percent (2.95%) interest rate. The financing will take the form of a Lease Purchase Agreement. The agreement will be a net lease arrangement where the City is responsible for all costs of operation, maintenance, insurance and taxes. The agreement will be based on the annual appropriation of funds.

FISCAL IMPACT

Operating cost savings will offset the majority of the annual financing costs, and the City will realize annual savings of approximately two hundred sixty thousand dollars and zero cents (\$260,000.00) during the fifteen-year (15-year) financing period. Once the costs of the upgrades have been repaid, the City's savings will increase. Net savings over the lifetime of the measures (which ranges from 10-25 years) is estimated at over ten million dollars (\$10) million per the findings of the IGA.

The estimated annual financing payment has been included in the Fiscal Year 2020-21 proposed budget. Estimated annual payments would be \$542,600. Given the scope of the energy savings projects, a portion of the cost to finance the upgrades will be expensed to the Transit Fund (Fund 600), with the remaining amount charged to the General Fund. The FY 2020-21 proposed budget will include \$488,300 item in the General Fund, and \$54,300 in the Transit Fund.

SUMMARY

That the City Council adopt a Resolution approving a lease financing agreement with Prime Capital, Inc. and authorize the City Manager to execute an agreement on behalf of the City.

ATTACHMENTS

Resolution
Proof of Publication
Prime Capital, Inc. Term Sheet

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE EXECUTION OF A FINANCE AGREEMENT WITH PRIME CAPITAL, INC. IN CONNECTION WITH THE CONSTRUCTION OF ENERGY CONSERVATION MEASURES

WHEREAS, it is the City's intent to address long-standing capital improvement needs and reduce energy and operating costs in municipal operations; and

WHEREAS, the City agreed with ABM Building Solutions LLC (ABM) to perform an energy/operational audit and to develop a proposed project for cost-effective energy and operating savings in City facilities; and

WHEREAS, ABM and City staff have formulated a proposed scope of services that includes Roofing replacement, HVAC equipment replacement, and exterior and interior LED lighting efficiency upgrades at numerous City facilities; and

WHEREAS, the cost of these energy conservation measures (ECMs) is determined to be **six million five hundred thousand dollars and zero cents** (\$6,500,000) to be financed by a fifteen-year (15-year) municipal loan; and

WHEREAS, Staff estimates that the City will realize annual savings exceeding two hundred sixty thousand dollars and zero cents (\$260,000) during the financing period; a net savings over the lifetime of the measures (which ranges from 10-25 years depending on the measure) is estimated at over \$10 million; and

WHEREAS, ABM received a quote from Prime Capital, Inc. with terms that would be of best value to the City in a form substantially the same as presented at this meeting; and

WHEREAS, under California Government Code Section 4217.13, the City may enter into a financing agreement to fund energy related improvements to be performed by AMB so long as the City Council determines: (i) the financing terms are in the best interest of the City, and (ii) find that funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise

would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both.

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the City of Montebello hereby resolves as follows:

SECTION 1. RECITALS. The recitals hereto are true and correct and by this reference incorporated herein.

SECTION 2. FINDINGS. The City Council hereby finds that:

- The proposed financing terms are in the best interest of the City by offering the City the opportunity to fund needed capital improvement projects over the course of fifteen (15) years and avoid upfront capital outlay.
- Funds for the repayment of the financing or the cost of design, construction, and operation of the energy conservation facility, or both, as required by the contract, are projected to be available from revenues resulting from sales of electricity or thermal energy from the facility or from funding that otherwise would have been used for purchase of electrical, thermal, or other energy required by the public agency in the absence of the energy conservation facility, or both. As such, funds will be available to repay the proposed financing loan via the City's general fund by capitalizing on the anticipated energy conservation, maintenance, operation and capital improvement savings.

SECTION 3. This Council hereby declares its intention to enter into the proposed Financing agreement with Prime Capital, Inc. in substantially the same form as presented at this meeting.

SECTION 5. CEQA. The City Council finds that the proposed project to be financed by this action is categorically exempt under the California Environmental Quality Act Guideline Section (CEQA) § 15301 (a), Class 1 (Existing Facilities) because Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that

existing at the time of the lead agency's determination

SECTION 6. AUTHORIZATION. The City Manager or his designee is authorized to execute a financing agreement with HHC for energy conservation measures, consistent with the terms described in the staff report and loan agreement, for a maximum principal amount that shall not exceed **six million five hundred thousand dollars and zero cents** (\$6,500,000) with an interest rate that shall not exceed two-point-nine-five percent (2.95%), and is authorized to execute any necessary related loan documents.

SECTION 7. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 27th day of May 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

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DAVID SOSNOWSKI
CITY OF MONTEBELLO/CITY CLERK
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3361353

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description

CITY OF MONTEBELLO NOTICE OF PUBLIC HEARING MAY 13 2020

To the right is a copy of the notice you sent to us for publication in the MONTEBELLO NEWS. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the County Clerk, if required, and mailed to you after the last date below. Publication date(s) for this notice is (are):

04/30/2020

The charge(s) for this order is as follows. An invoice will be sent after the last date of publication. If you prepaid this order in full, you will not receive an invoice.

Publication	\$245.00
Total	\$245.00

CITY OF MONTEBELLO NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a PUBLIC HEARING will be at the meeting of the City Council of the City of Montebello on Wednesday, May 13, 2020, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers at Montebello City Hall, 1600 W. Beverly Blvd., Montebello, for the purposes of taking public comment, adopting the findings and approving a Finance Agreement and related necessary loan documents with Bank of America to fund the implementation of certain energy conservation improvements to City/County facilities in accordance with California Government Code Section 4217.10 to 4217.18. As authorized by the Governor's Executive Order No. N-29-20, the City Council meeting will continue to be lived streamed for the public's convenience and can be watched at www.cityofmontebello.com and click on "Live Stream." Those interested in making public comments, may call on Wednesday, May 13, 2020 between 9:00 a.m. – 3:00 p.m. at (323) 887-1437. Staff will complete public comment cards in the order received. The public will be called during the City Council meeting that begins at 6:30 p.m. the exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from 4:30 p.m. – 5:30 p.m. on Wednesday, May 13, 2020. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, <http://www.cityofmontebello.com/departments/administration/city-clerk-s-office.html>. Communications to the City Council are public records and will become part of the City's files and records. If you challenge any of the projects in court you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior to, the public hearing.

Dated: April 20, 2020
/s/ Irma Barajas
City Clerk
City of Montebello
1600 West Beverly Blvd.
Montebello, CA 90640
(323) 887-1200
4/30/20
EWA-3361353#
MONTEBELLO NEWS



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TERM SHEET

May 13, 2020

FINANCING:	A Tax-Exempt Municipal Lease Purchase Agreement (the "Lease"), which will enable the Lessee to finance the purchase and implementation of certain energy conservation measures (the "Project") in connection with a Guaranteed Energy Performance Contract.
LESSEE:	The City of Montebello, California (the "City")
LESSOR:	Prime Capital, Inc., its designee or assignee
CONTRACTOR:	ABM Building Solutions
AMOUNT FINANCED:	\$6,500,000.00 (approximately)
LEASE TERM:	Fifteen (15) years, plus 6 months installation period.
LEASE PAYMENTS:	Lessee shall make Lease Payments annual in arrears, to be determined based upon the annual savings cash flows.
CLOSING DATE:	On or before June 30, 2020
INTEREST RATE:	2.95% Tax-Exempt The Interest Rate quoted herein will be held for 45 days from the date of this Term Sheet. Should closing occur after 45 days, the Interest Rate will be subject to adjustment at the discretion of Lessor based upon then current market conditions.
TAX STATUS:	Unless specified otherwise by Lessee, Lessor shall designate the Lease as a Non-Bank Qualified Tax-Exempt Obligation under section 265(b) of the Internal Revenue Code of 1986, as amended. The Lease will therefore be deemed to be non-bank qualified or "NBQ".
ESCROW FUNDING:	Lease proceeds shall be funded into an escrow account (the "Escrow Fund"), with disbursements made to the Contractor as the Project is delivered, installed and accepted. Escrow set-up and maintenance fees will be paid by Lessor. Escrow Fund earnings shall accrue to the benefit of the Lessee.
NON-APPROPRIATION:	The lease payments shall be subject to annual appropriation in the Lessee's budget for each fiscal year.

NET LEASE:	This lease will be a net lease transaction with maintenance, acceptable insurance coverage, taxes and any legal fees the responsibility of the Lessee.
SECURITY:	Legal title to the equipment financed hereunder shall vest in Lessee during the Lease Term (i.e. Title will be held and in name of Lessee), with Lessee shall grant Lessor a first priority security interest in the Project and any and all funds held in the Escrow Fund in connection with the Project, with such security interest evidenced by a properly filed UCC-1 financing statement.
PERFORMANCE / PAYMENT BOND:	The Contractor shall provide performance and payment bonds in connection with the Project from a surety company with an A.M. Best rating of at least "A". Lessor shall be named as dual obligee and/or additional insured on each policy.
MAINTENANCE & INSURANCE:	All maintenance and insurance are the responsibility of Lessee. Lessee shall bear all risk of loss or damage to the Project and shall be responsible for keeping the Project insured with companies satisfactory to and for such amounts as required by Lessor. Lessor and its affiliates, successors and assigns must be named as loss payee and additional insured as applicable on all insurance policies. Evidence of such insurance must be satisfactory to Lessor.
PREPAYMENT:	Lessee shall have the right to pre-pay all of the Lease at any time after three (3) years past the Closing Date. Such prepayment amount shall be an amount equal to 102% of the then outstanding principal balance as provided in the amortization schedule attached to the Lease Agreement at the time of such prepayment, as well as any late payment fees, provided that Lessee gives Lessor at least thirty (30) days prior written notice of its intent to do so.
DOCUMENTATION:	Lessor shall provide standard Tax-Exempt Municipal Lease Purchase Agreement (or similar Agreement) and related documentation, subject to review & approval by Lessee. Lessee shall provide an opinion of legal counsel attesting to the legal, valid, binding and enforceable nature of the Lease.
IRS CIRCULAR 230 DISCLOSURE:	Lessor and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Lessor of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

CLOSING COSTS:

Lessee will be responsible for its own cost of counsel in review of documents and providing an opinion of counsel as mentioned in the Documentation section above.

CREDIT APPROVAL:

The Lease is subject to credit approval within fourteen (10) days of award to Lessor by Lessee at Lessor's sole discretion and the negotiation of mutually acceptable documentation. To that end, Lessor will require Lessee's three (3) most recent audited financial statements, its most recently adopted budget, a complete Project listing, a copy of the energy performance contract between Lessee and Contractor, and any other information that Lessor may reasonably require.

Upon receipt of the signed Term Sheet, providing for exclusive award of the financing transaction contemplated hereunder to Lessor, we will endeavor to provide you with a timely commitment and we will use good faith efforts to negotiate and finance the Lease based on the terms herein. It is a pleasure to offer this Term Sheet, and we look forward to your favorable review.

Very truly yours,



Scott D. Pinckard
Executive Vice President

Agreed to and Accepted by:
CITY OF MONTEBELLO, CA

_____ (Name)

_____ (Title)

_____ (Date)

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: Professional Services Agreement with Rangwala Associates for the Preparation of the City's Comprehensive General Plan Update and Authorize the City Manager to Execute the Professional Services Agreement on Behalf of the City

DATE: May 27, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Rangwala Associates for the preparation of the General Plan Update in substantially the same form as attached;
- 2) Authorize the City Manager to execute the Professional Services Agreement with Rangwala Associates and related ancillary documents on behalf of the City; and
- 3) Take such additional and/or related action that may be desirable.

BACKGROUND

California State law requires local jurisdictions to develop, adopt, and maintain a General Plan. The General Plan consists of development policies with objectives, principle standards, and plan proposals that create a long-term vision for future growth. The mandatory elements associated with the General Plan include: 1) land use; 2) circulation; 3) housing; 4) conservation; 5) open space; 6) noise; 7) and safety. In addition, Montebello has been identified as a disadvantaged community by the California Environmental Protection Agency ("CalEPA"). Therefore, the City must also address environmental justice in the General Plan framework. Pursuant to California Government Code Section 65400, local jurisdictions within the State of California are required to submit an annual report on the status of the General Plan and progress in its implementation. With the exception of the recently adopted Housing Element (2016-2021), the City's General Plan was last updated/adopted over 45 years ago (June 26, 1973).

On January 21, 2020, a Request for Proposals ("RFP") was circulated to qualified consultant firms for the preparation of a comprehensive update to the City's General Plan and related environmental analysis pursuant to the California Environmental Quality Act ("CEQA"). Four firms responded and were invited to participate in interviews. Interviews were conducted on May 13, 2020. The interview panel consisted of City Manager René Bobadilla, Assistant City

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

Professional Services Agreement with Rangwala Associates for the Preparation of the City's Comprehensive General Plan Update

Page 2 of 3

Manager Arlene Salazar, Director of Parks and Recreation David Sosnowski, and Director of Planning and Community Development Joseph Palombi. The interview panel evaluated the four consultant firms and recommend selection of Rangwala Associates for the preparation of the General Plan Update and related environmental analysis. Based on the written proposals and interviews, Rangwala and Associates received the highest score among the responding consultants.

Rangwala and Associates has developed General Plans, Specific Plans, Corridor Plans, and Development Codes for many Southern California cities including Montclair, La Quinta, South Pasadena, San Dimas, West Covina, and Ventura. The firm's leadership draws from a multidisciplinary training and experience in planning, urban design, and economic development, both in the public and private sector. The team's work has been recognized with local, state, and national awards. This fundamental experience and display of recognition is a testament to the strong partnerships and collaboration within a team of innovative thinkers.

Consultant Selection Schedule

RFP Issued	January 21, 2020
Proposals Due	February 18, 2020
Review of Proposals	February 2020 thru April 2020
Interviews	May 13, 2020
Presentation of Consultant/Award	May 27, 2020 (City Council Meeting)

ENVIRONMENTAL

This item is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, sections: 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because there is no possibility that this item may have a significant adverse effect on the environment, the item is exempt from CEQA.

FISCAL IMPACT

The initial professional services agreement fee proposals indicate a not-to-exceed-amount-of \$1,050,000 to update the General Plan. These expenses would be spread out over the next two fiscal years (2020-21 and 2021-22). The total cost will be offset by non-General Fund funding sources.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

Professional Services Agreement with Rangwala Associates for the Preparation of the City's Comprehensive General Plan Update

Page 3 of 3

The City has been awarded approximately \$300,000 in Senate Bill 2 Planning Grant funding. The source of these funds comes from a real estate document recording fee of \$75 approved by SB2 in 2017 and signed into law by then Governor Jerry Brown. There is the potential for an additional \$300,000 in Local Early Action Planning (LEAP) grant funding. The State's FY 2019-20 budget included \$250 million to assist local agencies' planning activities to accelerate housing production. The State Housing and Community Development (HCD) Department established the LEAP program to provide one-time grant funding to assist cities and counties in updating their planning documents. The update of Montebello's General Plan would qualify for this funding, and Staff will work with the State to submit an application by the July 31, 2020 deadline.

The General Fund would provide funding for the remaining \$500,000 contract cost. These expenses would be spread out over the next two years. Additional non-General Fund sources of funding for the General Plan will be pursued, in an effort to further reduce impact on the General Fund. The Fiscal Year 2020-21 proposed budget will include appropriations to fund the first year of the General Plan update activities (\$250,000), and subsequent budgets will include necessary funding to complete the update. The FY 2020-21 budget will be updated based on potential awards of grant funding and Staff will update the City Council accordingly.

ATTACHMENTS:

Attachment A – Professional Services Agreement

Attachment B – Request for Proposals (dated January 21, 2020)

ATTACHMENT A

AGREEMENT NO. _____
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MONTEBELLO AND RANGWALA ASSOCIATES

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Montebello, a California municipal corporation ("City") and Rangwala Associates, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

2. RECITALS

2.1 City has determined that it requires professional services for the preparation of a General Plan update for the City of Montebello.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the performance by the Parties of the mutual covenants and conditions herein contained, the Parties hereto agree as follows:

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in the Consultant's February 18, 2020 proposal to City attached hereto as Exhibit "A" and incorporated herein by this reference.

3.2 "Approved Fee Schedule:" Such compensation rates as are set forth in the Consultant's February 18, 2020, proposal to City attached hereto as Exhibit "B."

3.3 "Commencement Date:" That certain date on which the Agreement is executed by both Parties following its approval by the City Council of the City of Montebello.

4. TERM OF AGREEMENT

The term of this Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with Section 22 below. Notwithstanding anything in this Agreement, this Agreement shall automatically terminate after two (2) years unless extended by the Parties in writing. Nothing in the Section shall operate to prohibit or otherwise restrict the City's ability to terminate this Agreement at any time for convenience or for cause.

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2 Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the general geographical area of the City. Consultant shall prepare all work products required by this Agreement in a substantial, first class manner and shall conform to the standards of quality normally observed by a practitioner in Consultant's profession.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$1,050,000 unless specifically approved in advance, in writing, by City.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten (10) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty (30) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested in writing by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Fees for such additional services shall be paid within sixty (60) days of the date Consultant issues an invoice to City for such services.

7. BUSINESS LICENSE

Consultant shall obtain a City business license prior to commencing performance under this Agreement.

8. COMPLIANCE WITH LAWS

Consultant shall keep informed of State, Federal and Local laws, ordinances, codes and regulations that in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant

shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified and registered to do business in the State of California pursuant to sections 2105 and 17708.02 of the California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

9. CONFLICT OF INTEREST

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both: (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) City has not consented in writing prior to Consultant's performance of such work.

10. PERSONNEL

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises. Kaizer Rangwala, Principal, of Rangwala Associates shall be Consultant's project manager and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project manager without City's prior written consent.

11. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("Written Products") developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. 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. If any state, federal, or local law requires mandatory copyright protection for Consultant's work product, City shall comply with such laws to the extent feasible.

12. INDEPENDENT CONTRACTOR

12.1 Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation,

or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not at any time represent that it is, or that any of its agents or employees are, in any manner employees of City.

12.2 The Parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship, joint-employer relationship, or any other relationship between Consultant or Consultant's employees except as set forth in this Agreement.

12.3 City shall have no direct or indirect control over Consultant's employees or sub-consultants with respect to wages, hours, and working conditions. In addition, City shall not deduct from the Compensation paid to Consultant any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to Consultant, Consultant's employees or subconsultants. City shall have no responsibility to provide Consultant, its employees or subconsultants with workers' compensation insurance or any other insurance.

12.4 The Parties further acknowledges the following: (i) that Consultant shall provide the services outlined in the Scope of Services directly to City; (ii) Consultant maintains a business location at the address listed under Section 20 that is separate and distinct from the City; (iii) Consultant contracts with other businesses to provide the same or similar services and maintains a clientele without restriction from the City; (iv) Consultant advertises and holds itself out to the public as available to provide the same or similar services; (v) unless otherwise specified in this Agreement, Consultant provides its own tools, vehicles, and equipment necessary for performing the Scope of Services; (vi) Consultant has proposed and negotiated its own rates; and (vii) consistent with the nature and demands of the project and the City's business hours and City staff availability, Consultant may set its own hours and location of work.

13. 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 City. City shall grant such consent if disclosure is legally required. Upon request, all City data and any copies thereof shall be returned to City upon the termination or expiration of this Agreement.

14. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES

No official or employee of the City shall be personally liable to Consultant in the event of any default or breach by City, or for any amount which may become due to Consultant.

15. INDEMNIFICATION

15.1 The Parties agree that City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to City. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

15.2 To the full extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subconsultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 15 or related to Consultant's failure to either: (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

15.4 The obligations of Consultant under this Section 15 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

15.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 15 from each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, elected and appointed officials, employees, affiliated public agencies and volunteers from and against any and all claims, demands, lawsuits, causes of action, losses, costs or expenses for any damage due to death or injury to any person and

injury to any property resulting from or arising out of any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subconsultants or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice and expert witness fees and consultant fees.

15.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

15.7 PERS ELIGIBILITY INDEMNITY. In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. INSURANCE

16.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

16.1.1 Comprehensive general liability, and Umbrella or Excess Liability Insurance covering all operations by or on behalf of Consultant providing insurance for bodily injury liability and property damage liability in the amount of One Million Dollars (\$1,000,000) per occurrence combined single limit; Two Million Dollars (\$2,000,000) aggregate for products/completed operation; Two Million Dollars (\$2,000,000) general aggregate (General aggregate must apply separately to Consultant's work under this

Agreement.); and Five Million Dollars (\$5,000,000) umbrella or excess liability.

16.1.2 Automobile Liability Insurance for owned, hired and non-owned vehicles utilized by Consultant, its employees or subconsultants, in the amount of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

16.1.3 Worker's Compensation Insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

16.1.4 Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

16.2 Consultant shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

16.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

16.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either: (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

16.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and, for the general liability and automobile liability policies, naming the City as an additional insured. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

16.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof to City at least two weeks prior to the expiration of the coverages.

16.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to

any notice provisions.

16.8 The general liability and automobile policies of insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

16.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

16.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

16.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 15 of this Agreement.

16.12 If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

17. MUTUAL COOPERATION

17.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available to City for the proper performance of Consultant's services under this Agreement.

17.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

18. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

19. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile, email, or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the Parties may, from time to time, designate in writing).

If to City:

Joseph Palombi
Planning and Community Development
Director
City of Montebello
1600 W. Beverly Blvd.,
Montebello, CA 90640
Facsimile: (323) XXX-XXXX

If to Consultant:

Kaizer Rangwala
Rangwala Associates
Principal
6325 Jackie Avenue
Los Angeles, CA 91367
Telephone: (805) 850-9779

With a courtesy copy to:

Arnold M. Alvarez-Glasman, City Attorney
13181 Crossroads Parkway North
Suite 400 - West Tower
City of Industry, CA 91746
Facsimile: (562) 692-2244

21. SURVIVING COVENANTS

The Parties agree that the covenants contained in Sections 13, 15 and Paragraph 17.2 of Section 17, of this Agreement shall survive the expiration or termination of this Agreement.

22. TERMINATION

22.1. City shall have the right to terminate this Agreement for any reason on five (5) calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice to City. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered, as solely determined by the City, prior to the effective date of termination. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other

tangible things shall be returned to City upon the termination or expiration of this Agreement.

22.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed, as solely determined by the City, at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

23. ASSIGNMENT

Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any Party other than Consultant.

24. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

24.1 In the performance of this Agreement, Consultant shall not discriminate against any employee, subconsultant, or employment applicant because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that subconsultants, employees, and employment applicants are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.2 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

24.3 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

25. WARRANTIES

25.1 Each Party has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement or been provided with an opportunity to receive independent legal advice and has freely and voluntarily waived and relinquished the right to do so. Each Party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such Party's failure to perform under this Agreement.

25.2 In executing this Agreement, each Party has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements

expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever.

25.3 It is agreed that each Party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either Party has the full right and authority to fully commit and bind such Party to the provisions of this Agreement.

26. CAPTIONS

26.1 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement.

26.2 Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

27. NON-WAIVER

27.1 The waiver by City 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. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

27.2 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies.

27.3 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

28. COURT COSTS AND ATTORNEY FEES

In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees and expert witness fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

29. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

30. GOVERNING LAW

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

31. COUNTERPARTS

This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile or email transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the Party whose signature appears in the facsimile or email and shall be binding upon such Party in the same manner as though an originally signed copy had been delivered.

32. ENTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements

are binding upon the Parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

[Signatures on the following page]

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“CITY”
CITY OF MONTEBELLO

“CONSULTANT”
Rangwala Associates

Salvador Melendez, Mayor

Kaizer Rangwala, Principal

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

Irma-Bernal Barajas, City Clerk

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT B

CITY OF MONTEBELLO

REQUEST FOR PROPOSALS

January 21, 2020

**COMPREHENSIVE GENERAL PLAN UPDATE
AND ENVIRONMENTAL IMPACT REPORT**

RFP No. 20-04

FOR

CITY OF MONTEBELLO, CALIFORNIA



Deadline for Submission: February 18, 2020 at 5 p.m.

To:

City of Montebello
Planning and Community Development Department
Attn: Joseph A. Palombi, Acting Director
1600 W. Beverly Blvd., Montebello, CA 90640
Telephone: (323) 887-1200
Email: jpalmobi@cityofmontebello.com
City Website: <https://cityofmontebello.com>

City of Montebello Request for Proposal

COMPREHENSIVE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT

The City of Montebello (City) is seeking proposals from qualified consultants to prepare a comprehensive update to the City's General Plan and associated Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") for the City of Montebello.

A. BACKGROUND AND PROJECT DESCRIPTION

The City's renewed vision for the future will require a comprehensive update to its current General Plan. The existing General Plan was last adopted in its entirety by the Montebello City Council on June 26, 1973. The City's current General Plan is available at the following link: <https://www.cityofmontebello.com/general-plan.html>

Incorporated in 1920, the City of Montebello is located within Los Angeles County, and encompasses approximately eight (8) square miles of land. Montebello is home to a population of approximately 69,000 residents. The City's topography varies from rolling to steep hills in the north, gently sloping to the south. Montebello is home to the Montebello Town Center, a regional mall with four anchor stores, a number of large manufacturing and distribution facilities (e.g. Orowheat, Coca-Cola, Arevalo's Tortilleria, Royal Paper Box, Chevron Oil, Stocker Oil), large retailers, including Montebello Shops, Chevrolet of Montebello, Ford of Montebello, Best Buy, and many local serving independent retailers and businesses.

Located just minutes from downtown Los Angeles, Montebello is a prime residential location and has a range of housing types from single-family detached to multiple-family residential units. The City has a strong commitment to providing affordable housing with a variety of assistance programs, including housing rehabilitation assistance and programs to assist with new construction of affordable housing.

The City is currently undergoing revitalization efforts on a two-mile commercial corridor along Whittier Boulevard. The City faces challenges in planning for the future growth of the City. The City must develop a long-range plan to improve existing residential, commercial and industrial uses; develop appropriate uses in designated Brownfield areas in the industrial zone, and improve the viability of commercial areas throughout the City with infill mixed-use development.

Finally, the City of Montebello is committed to conducting a long-range planning process that considers the growth potential and new innovative ideas for all areas of the City.

MAJOR OBSERVATIONS AND ISSUES

The following is a list of preliminary City observations intended to guide the preparation of proposals, but are acknowledged to be only a partial list of local concerns:

1. The General Plan update must meet all current requirements established by the

State of California, including all mandatory elements. (

2. On June 26, 1973, the City Council adopted the current General Plan. Currently, the City is in the process of updating the Housing Element. The proposal should include a recommendation to incorporate the proposed Housing Element for certification by the State of California Housing and Community Development Department.
3. The proposal should anticipate the need for economic and community design elements, and possibly other optional elements including, but not limited to, active transportation and sustainability.
4. The General Plan update must be consistent with the Montebello Municipal Code, including, but not limited to, ordinances, master plans, and the adopted Specific Plans:
 - a. Montebello Hills Specific Plan
 - b. Local Hazard Mitigation Plan
 - c. Montebello Master Bike Plan
5. The General Plan update should recognize major transportation changes in the community, including the extension of the Metro Gold Line, and the Gold Line Light Rail Transit line station, related facilities, and parking structures.
6. The General Plan update should recognize the City's commitment to a balance between "Quality of Life" and "Economic Development."
7. The General Plan update should recognize and support the City's vision for an effective economic development plan.
8. The General Plan update should recognize and address major institutions and land uses including, among other things, public and private schools, The Shops in Montebello, Montebello Golf Course, Montebello Downtown, and Open Space Areas.
9. The General Plan update should address and provide recommendations for unincorporated areas within the City's sphere of influence.
10. The General Plan update should address existing commercial and industrial areas, including "Washington Blvd" (transit-oriented development district adjacent to planned Montebello Gold Line station), Olympic Blvd, and Montebello Blvd. near the retail uses along the 60 Freeway.
11. The General Plan update must incorporate sustainability principles throughout the new document to ensure that the vision of the City is implemented in its future growth.
12. The General Plan update must include extensive public outreach and public participation programs to engage the community and its stakeholders.
13. It is anticipated that amendments to the City's Zoning Code, Zoning Map, and Land Use Map would be required for consistency with the renewed vision established as part of the General Plan update.
14. The General Plan Update shall include all mapping (i.e. base maps and final maps) such as General Plan land use maps and zoning maps that will be provided to the

B. SCOPE OF SERVICES

The purpose of this Request for Proposal ("RFP") is to solicit proposals from highly qualified consultants to prepare a comprehensive General Plan Update and associated EIR in compliance with local, state, and federal laws including, but not limited to, the California State Statutes and the California Environmental Quality Act ("CEQA"). The scope of work, tasks, budget, and timelines should demonstrate rigorous compliance and consistency with all requirements of the law, case law, technical advisories, and accepted guidelines for analysis. Project management services and close coordination with the City team are required.

Major functions include:

1. Conduct all steps from application review through certification associated with the preparation of the General Plan, EIR, certification process, and post-certification materials for the ease of use of the certified EIR.
2. Prepare for and participate in all meetings required by CEQA and as directed by the City.
3. Prepare and circulate all CEQA notices and documents.
4. Provide or assist in providing summaries of the EIR process, issues, mitigations, methods, and other aspects of the EIR document or process for staff reports, decision making bodies, and the public.
5. Provide the City with technical data and updated zoning and land use maps.

Tasks

The following is a list of tasks that are not intended to be an exhaustive scope of work. At a minimum, the Consultant is expected to fulfill all required steps for State statute compliance and environmental review as set forth under State Law, CEQA, and CEQA Guidelines. Consultants may vary and expand upon this list, providing reasoning for any alternative approaches.

1. Project Kick-off
2. The City will conduct meetings to gather public input through a public participation program that emphasizes community outreach with residents, community members and stakeholders throughout the process.
3. Preliminary Work
 - a. Coordinate application preparation and submittals.
 - b. Identify relevant agencies and stakeholders and entitlements.
 - c. Identify technical studies in accordance with CEQA and facilitate the production of the same; identify whether any studies should be peer-reviewed.
4. Notice of Preparation
 - a. Prepare and circulate a Notice of Preparation in accordance with CEQA to State Clearinghouse and local agencies and interested persons.
 - b. Conduct Public Scoping meetings for agencies and the public.

- c. Confer and consult with responsible agencies, as well as with significant stakeholders in the City's direction.
 - d. Refine scope of environmental analysis, if warranted, in response to public scoping process
 - e. Identify thresholds of significance for use in the EIR.
 - f. Develop baseline conditions.
5. Prepare Draft EIR
- a. Prepare preliminary (screen check) Draft EIR and revise per City comments. The DEIR should include an executive summary and summary table of impacts and mitigation measures.
 - b. Interface and communicate with project applicant, as needed and as directed by City.
6. Notice of Completion of Draft EIR
- a. Prepare and circulate Notice of Completion of Draft EIR through State Clearinghouse, to local agencies and interested persons, and for public review.
 - b. Facilitate all aspects of circulation and noticing related to public review for the Draft EIR.
 - c. Assist the City in planning and conduct public meeting(s) to present findings of the Draft EIR and to receive public comment.
 - d. Provide support to City staff at Planning Commission and City Council meetings and hearings on the Draft EIR.
7. Final EIR
- a. Prepare an official draft response to Comments and revise per City staff comments.
 - b. Facilitate the production of any necessary supplemental technical studies, additional analysis, and Addendum merited by the public review period or otherwise.
 - c. Prepare the Final EIR and Mitigation Monitoring and Reporting Program. The FEIR shall demonstrate how the Draft EIR was modified using strikeout text.
 - d. Prepare and circulate notice of the availability of Final EIR to responsible agencies, local agencies, and interested persons, and for public review.
 - e. Assist City staff in preparing a Statement of Facts and Findings in support of a Statement of Overriding Considerations, if necessary.
 - f. Assist the City in planning and conducting the public meeting(s) to present Final EIR.
 - g. Assist City staff in preparing for and attending Planning Commission and City Council meetings to make a recommendation and act on certification of the EIR, respectively.
8. Post-Certification
- a. After certification, provide a clean copy of the certified FEIR, which incorporates changes made to the Draft EIR and Mitigation Monitoring and Reporting Program.
 - b. Prepare and assist in filing the Notice of Determination.
9. General
- a. Prepare and file all appropriate CEQA notices.
 - b. Provide electronic files, and a minimum of 10 copies of the first Screen check Draft EIR, 15 copies of the Draft EIR, ten copies of Response to Comments, and

15 copies of Final EIR.

- c. Utilize Microsoft Office software and ensure PDF documents are searchable.
- d. Project completion will require a useable final electronic document, and fifty (50) printed copies that meet City review and approval.

C. PROPOSAL FORMAT AND CONTENT

Proposals (physical or electronic) must be received in-person or online no later than **5:00 p.m. on February 18, 2020**, by the City of Montebello Community Development Department, 1600 W. Beverly Blvd. Montebello, CA, 90640. Postmarks are not acceptable.

The proposal should be responsive, concise, and free of jargon to the extent possible. Proposals should more or less conform to the following order and content.

Section 1. A cover letter that identifies the name, address, phone number, and email address of the firm.

Section 2. A description of the consultant team's overall approach, methods and strategies, and a description of the service to be provided by task.

Section 3. A tentative schedule for completion of the General Plan update, EIR, including a timeline for completion of major tasks, milestones, and a list of deliverables.

Section 4. A budget associated with tasks, personnel, studies, and other related costs. List estimated costs of various studies anticipated to be required or peer-reviewed. It is anticipated that the budget associated with the comprehensive General Plan Update and related environmental review could range from approximately \$800,000.00 to \$950,000.00. This information is intended to provide a general sense of the estimated cost and should not be construed as criteria for the City's selection of a proposal associated with this RFP.

A fee schedule including hourly rates for each team member, as well as all other expenditures, including direct costs, anticipated for the completion of the EIR and scope of services described.

Section 5. Organization chart with Project Team, including precise designations of responsible principals and project managers, names, and resumes of back-up personnel supporting the project manager.

Section 6. Brief description of the firm, identifying office location and staffing, which will provide the consulting services to the City of Montebello.

Section 7. A summary of recent planning and environmental documents prepared of similar complexity or controversy prepared by consultant team members that will work on this project.

Section 8. Provide a list of three cities for which work or selected tasks have been performed within the last five years or similar services requested. Provide the name and description of the project and a specific reference person to contact.

D. SELECTION PROCESS AND CRITERIA

1. Proposal Review: Upon receiving an adequate number of proposals by the February 18, 2020 deadline, consultants will be evaluated and the best-qualified consultants will be invited to participate in an interview.
2. Selection Criteria: The City will select a consultant to provide the services pursuant to this Request for Proposal based on the evaluation of the proposals, interview process, and references. The City, however, reserves the right that an award may be made without consultant visits, interviews, or further discussion or negotiations. Therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be without discussion or negotiation with any consultant. Selection is based on a determination of the consultant deemed most qualified to provide the services outlined in this request, but not limited to, the following criteria:
 - a. Completeness of the proposal: How thoroughly the proposal responds to the issues, concerns, and evaluation criteria contained in this RFP.
 - b. Experience: The Consultant will provide information on knowledge of preparing a General Plan and Environmental Impact Reports and experience in working with state and local agencies.
 - c. Qualifications: Qualifications of key personnel, including principal(s), project manager(s), and other individuals pertinent to the project's success.
 - d. Performance: The consultant must demonstrate the ability to produce a timely and high-quality product.
 - e. References: Quality of reference checks obtained by interviewing prior and current clients.
 - f. Cost-effectiveness: A clear and consistent commitment to cost containment and fair play with respect to the needs of customers.
3. Interviews: Selected consultants may be invited for an interview (optional), which is tentatively scheduled for the week of February 24, 2020. Confirmation times will be provided by e-mail or letter.
4. Professional Services Agreement: Upon identification of a preferred provider, the Community Development Director will require a professional services agreement, subject to negotiation of precise duties, terms of payment, and other City requirements.
5. Contract Approval and Execution: The professional services agreement will be presented to Council for approval and execution by the City Manager or designee. The agreement is tentatively scheduled for the City Council meeting to be held on March 25, 2020.

E. MISCELLANEOUS PROVISIONS

1. Costs: The City of Montebello assumes no responsibility for any costs incurred by an individual/firm in the preparation and/or presentation of a proposal in response to this request, which includes any costs associated with negotiating with the City on any matter related to the proposal, or any other expense incurred by consultant prior to date of award, if any, of the contract.
2. Rights of City: The City reserves the right to reject any or all proposals received, or request additional information from any or all of the respondents, to ascertaining the most qualified individual/firm for the requested service

3. **Completeness:** To be considered, respondents must submit a complete response in accordance with the requirements contained herein. Proposals must be signed by an officer of the consultant authorized to bind the firm to its provisions. All proposals, with associated costs and agreements, shall be considered valid and binding on the consultant for ninety days after the proposal due date.
4. **Ownership of Reports:** All documents prepared by the selected individual/firm under this request shall become the property of the City of Montebello upon receipt by the City.

F. FILING DEADLINE

Prospective consultants are encouraged (but not required) to indicate their preliminary interest in submitting a proposal, by sending a message of interest to: jpalombi@cityofmontebello.com

To be considered for this RFP, please submit a complete proposal package online or at the address provided below no later than 5:00 p.m. on February 18, 2020. If the proposal is mailed or provided in hard copy, please include five (5) physical copies of the proposal addressed to:

City of Montebello
Planning and Community Development Department
Attn: Joseph A. Palombi, Acting Director
1600 W. Beverly Blvd.
Montebello, California 90640

Proposals must be sealed and clearly state on the outside of the package or envelope **“City of Montebello General Plan Update” and reference RFP No. 20-04.** The City assumes no responsibility for errors or delays by public or private carriers in delivering any proposal.

G. TENTATIVE TIMELINE:

January 21, 2020	Release of RFP
February 18, 2020	Deadline for Submission of Proposals
February 24, 2020	Interviews (If necessary)
March 25, 2020	Anticipated Award of Contract
March 30, 2020	Anticipated Commencement of Services

The City of Montebello may, at its discretion, adjust any or all of these proposed tentative timeline dates.

H. QUESTIONS

This request is issued for the City by the Planning and Community Development Department. All questions regarding the Request for Proposal shall be directed to Joseph Palombi, Acting Director, of the Planning and Community Development Department or his designee, and answers will be forwarded to all firms. Please use the following contact information:

City of Montebello Planning and Community Development Department
Joseph A. Palombi, Acting Director
1600 W. Beverly Blvd.
Montebello, CA 90640
Tel: (323) 887-1200 | Email: jpalombi@cityofmontebello.com

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **Water Rights License and Agreement with Montebello Land and Water Company**

DATE: May 27, 2020

RECOMMENDATION:

It is recommended that the City Council:

- 1) Approve a Water Rights License and Agreement with Montebello Land and Water Company for the lease of 400 acre-feet of the City of Montebello's Fiscal Year 2019-20 Allowed Pumping Allocation at a rate of \$120 per acre-foot and total payment of \$48,000; and
- 2) Authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND / ANALYSIS

Each fiscal year, the City of Montebello is allocated 386.50 acre-feet of Allowed Pumping Allocation (APA), also known as water rights. The City began Fiscal Year 2019-20 with 618.40 acre-feet (AF) of APA, including the annual allotment plus 231.90 AF of carryover from Fiscal Year 2018-29.

The City has pumped 131.35 AF as of the end of April, leaving 487.05 AF to complete the fiscal year. Based on current consumption, 87 AF is more than adequate to complete the fiscal year and 400 AF is available for lease.

On May 19, 2020, Montebello Land and Water Company submitted a fair and reasonable offer letter to lease 400 AF from the City for Fiscal Year 2019-2020.

FISCAL IMPACTS:

Approval of the recommended Water Rights License and Agreement will allow the City to sell its excess water rates and receive approximately \$48,000 in return. These funds will be deposited in the General Fund for FY 2019-20 (Account No. 100-99-4200, Water Sales).

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

WATER RIGHTS LICENSE AND AGREEMENT WITH MONTEBELLO LAND AND WATER COMPANY

Page 2 of 2

SUMMARY:

Upon the approval of the City Council of the recommended actions, staff will coordinate with Montebello Land and Water Company to execute the Agreement and complete the sales transaction.

ATTACHMENTS:

1. Offer Letter from Montebello Land and Water Company, dated May 19, 2020
2. Water Rights License and Agreement



MONTEBELLO LAND & WATER COMPANY

344 E. MADISON AVE. • P.O. BOX 279 • MONTEBELLO, CA 90640

DENNIS P. BURKE
President

BRUCE JUGAN
Vice President

ZEKI KAYIRAN
Treasurer

NORMAN AKASHI
Secretary

DAVID R. REGO
Director

KENNETH S. BRADBURY
General Manager

Telephone
(323) 722-8654

Fax
(323) 722-5529

May 19, 2020

Rene Bobadilla, PE
City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

Re: WATER RIGHT LICENSE AND AGREEMENT

Dear Mr. Bobadilla;

Please find the enclosed forms for Water Lease Agreement covering the following:

LEASE OF: 400 Acre Feet "Allowed Pumping Allocation"

WATER YEAR: July 1, 2019 - June 30, 2020

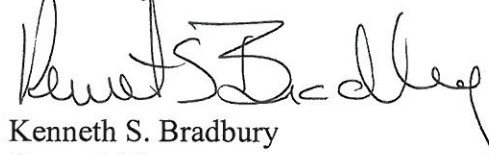
PRICE: \$120.00 per Acre Foot

TOTAL: To be paid within 20 Days after Watermaster Approval.
(\$48,000.00)

If above terms are agreeable, please sign and return one copy to us for forwarding to the proper agencies. Should you have any questions please do not hesitate to call me at (323) 722- 8654.

Thank you in advance for your prompt attention to this transaction.

Yours truly,



Kenneth S. Bradbury
General Manager

Attachment

Water Agreement City of Montebello

WATER RIGHT LICENSE AND AGREEMENT

For a valuable consideration City of Montebello hereby grants to Montebello Land & Water Company: a license to extract 400 acre-feet of Licensor's Allowed Pumping Allocation allocated to Licensor (or predecessors in interest) under and pursuant to Judgement dated October 11, 1965, and entered in Los Angeles Superior Court Case No. 786,656 entitled "Central and West Basin Water Replenishment District vs. Charles E. Adams, et al." during the period commencing July 1, 2019 and continuing to and including June 30, 2020.

Said License is granted subject to the following conditions:

- 1) Licensee shall exercise said right and extract the same on behalf of Licensor during the period above specified and put the same to beneficial use and Licensee shall not by the exercise hereunder of said right acquire any right to extract water independent of the rights of Licensor.
- 2) Licensee shall pay assessments levied on the pumping of said ground waters by the Water Replenishment District of Southern California.
- 3) Licensee shall notify the District and the Watermaster that said pumping was done pursuant to this license and provide the Watermaster with a copy of this document.
- 4) Licensee shall note, in any recording of water production for the period of the agreement, that said pumping was done pursuant to this license.
- 5) Licensee's Allowed Pumping Allocation shall. (shall) (shall not) be increased by the amount hereby leased when computing carryover or allowable overextraction as provided by Part III, Subpart A and B in said Judgement.

City of Montebello warrants that it has 400 acre-feet of Allowed Pumping Allocation and that it has not pumped and will not pump or permit or license any other person to pump any part of said 400 acre-feet during the period of July 1, 2019 through June 30, 2020.

Dated: _____

City of Montebello

By: _____

Rene Bobadilla, PE

Title: City Manager

By: _____

Irma Barajas

Title: City Clerk

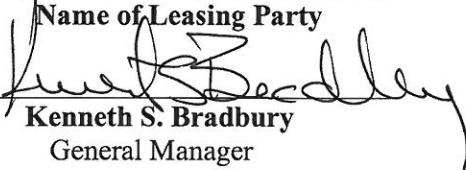
By: _____

Arnold M. Alvarez-Glasman

Title: City Attorney

Montebello Land & Water Company

Name of Leasing Party

By:  _____

Kenneth S. Bradbury

Title: General Manager

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **Seventh Amendment to Water Systems Operations Agreement with San Gabriel Valley Water Company**

DATE: May 27, 2020

RECOMMENDATIONS:

It is recommended that the City Council:

- 1) Approve the Seventh Amendment to the Water Systems Operations Agreement with San Gabriel Valley Water Company (Agreement No. 2883); and
- 2) Authorize the City Manager to execute the Amendment on behalf of the City.

BACKGROUND / ANALYSIS

In May 2013, the City issued a Request for Proposals for Water System Operations to several companies and local water purveyors.

On June 20, 2013, the City received proposals from two (2) companies: Park Water Company and San Gabriel Valley Water Company.

On August 14, 2013, the City Council awarded an agreement to operate and maintain its water system to San Gabriel Valley Water Company for an annual fee of \$473,067. The term of the agreement was for one (1) year with a renewal option, giving the City flexibility to extend the agreement or consider a subsequent lease of the Water System at the expiration of the one (1) year term.

On August 13, 2014, the City Council approved the First Amendment, extending the agreement for an additional one (1) year term; from October 1, 2014 to September 30, 2015.

On September 23, 2015, the City Council approved the Second Amendment, extending the agreement for an additional one (1) year term; from October 1, 2015 to September 30, 2016.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

**SEVENTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT WITH
SAN GABRIEL VALLEY WATER COMPANY**

Page 2 of 3

On September 14, 2016, the City Council approved the Third Amendment, extending the agreement for an additional nine (9) months term; from October 1, 2016 to June 30, 2017.

In June of 2017, the City Council approved the Fourth Amendment, extending the agreement for an additional one (1) year term; from July 1, 2017 to June 30, 2018.

In June of 2018, the City Council approved the Fifth Amendment, extending the agreement for an additional one (1) year term; from July 1, 2018 to June 30, 2019.

On June 26, 2018, the City Council approved the Sixth Amendment, extending the agreement for an additional one (1) year term; from July 1, 2019 to June 30, 2020.

ANALYSIS

San Gabriel Valley Water Company continues to perform an outstanding job in the operation and maintenance of the City's Water System. Their work has been diligent, professional and efficient. It is for these reasons that staff is recommending consideration of an extension of the agreement for an additional one (1) year or until June 30, 2021, as the City considers the sale of the City Water System. Additionally, staff is recommending amending the agreement to include a "termination for convenience" clause/provision, due to the potential sale and transfer of the Water System.

San Gabriel Valley Water Company is willing to continue to operate and maintain the City's Water System for an additional one (1) year at the same terms and conditions as set forth in the Agreement, including price without any increases.

The recommended amendment is necessary in order to continue the effective and efficient operation and maintenance of the City's Water System and ensures uninterrupted service to the City's water customers.

FISCAL IMPACTS:

Approval of the Seventh Amendment to the Water Systems Operations Agreement results in no increase to the annual contract fee and remains at the current fee of \$39,422.25 per month or \$473,067 for one (1) year. This fee will remain effective from July 1, 2020 to June 30, 2021.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

**SEVENTH AMENDMENT TO WATER SYSTEMS OPERATIONS AGREEMENT WITH
SAN GABRIEL VALLEY WATER COMPANY**

Page 3 of 3

SUMMARY:

Upon the approval of the City Council of the recommended actions, staff will coordinate with the San Gabriel Valley Water Company to execute the Amendment and ensure the uninterrupted operation and maintenance of the City's water System.

ATTACHMENTS:

1. San Gabriel Valley Water Company Letter (dated May 20, 2020)
2. Seventh Amendment to Agreement No. 2883

SAN GABRIEL VALLEY WATER COMPANY

May 20, 2020

City of Montebello
Mr. Rene Bobadilla
City Manager
1600 West Beverly Boulevard
Montebello, CA 90540

Subject: City of Montebello, Water System Operating Agreement 2883

Dear Mr. Bobadilla:

San Gabriel Valley Water Company is pleased to request extension of the Montebello Water System Operating Agreement for an additional one (1) year term at the same annual rate (no increase) set forth in Agreement 2883. This would ensure continued uninterrupted service to the City's water customers beginning July 1, 2020 through June 30, 2021.

For your convenience, I have enclosed a draft Seventh Amendment to the Agreement for your review and approval. Please call me should you have questions. We look forward to continuing providing professional quality service to the City and its customers.

Very truly yours,



Robert J. DiPrimio
Senior Vice President

Enclosure
cc: James Enriquez

AGREEMENT 2883

SEVENTH AMENDMENT TO AGREEMENT TO OPERATE CITY WATER SYSTEM BY AND BETWEEN THE CITY OF MONTEBELLO AND SAN GABRIEL VALLEY WATER COMPANY

This Seventh Amendment to Agreement to Operate City Water System by and between the City of Montebello and San Gabriel Valley Water Company (**"Seventh Amendment"**) is entered into as of the 1st day of July, 2020, by and between San Gabriel Valley Water Company (**"Contractor"**) and City of Montebello (**"City"**), with reference to the following facts:

WHEREAS, Operator and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain Agreement to Operate City Water System by and between the City of Montebello and San Gabriel Valley Water Company, dated October 1, 2013 (the **"Agreement"**), pursuant to which City retained Operator to provide for and oversee the administration, management, maintenance, improvement, and operation of the Water System as further described in the Agreement;

WHEREAS, on or about August 13, 2014, the Parties extended the Agreement for an additional one (1) year term (**"First Amendment"**);

WHEREAS, on or about September 23, 2015, the Parties extended the Agreement for an additional one (1) year term (**"Second Amendment"**);

WHEREAS, on or about September 16, 2016, the Parties extended the Agreement for an additional nine (9) month term (**"Third Amendment"**);

WHEREAS, on or about July 1, 2017, the Parties extended the Agreement for an additional one (1) year term (**"Fourth Amendment"**);

WHEREAS, on or about July 1, 2018, the Parties extended the Agreement for an additional one (1) year term (**"Fifth Amendment"**);

WHEREAS, on or about July 1, 2019, the Parties extended the Agreement for an additional one (1) year term (**"Sixth Amendment"**);

WHEREAS, the parties also desire to amend the Agreement by adding the following provision or clause to the Agreement under Section 17 – Termination;

C. Termination for Convenience. Termination For Convenience. The City shall have the option, at its sole discretion and without cause, to terminate this Agreement in whole, or in part, by giving thirty (30) business days' written notice to Operator. Upon the termination of this Agreement as provided herein, the City shall provide to Operator the part of Compensation which would otherwise be payable to Operator for services Operator had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by City, the Parties agree that Operator shall be reimbursed for any "non-refundable" costs that Operator has incurred for its services under this Agreement, provided that: (1) such "non-refundable" costs were incurred by the Operator prior to the date of termination, and (2) that Operator provides the City with adequate proof that Operator incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by Operator for its performance of services under this Agreement. Operator agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

WHEREAS, the Parties, being mutually satisfied with the other Party's performance of the Agreement, desire to extend the term of the Agreement for an additional year based upon conditions mutually agreeable to them; and

WHEREAS, Section 27 of the Agreement provides that the Parties may agree in writing to extend the Term of the Agreement upon such terms and conditions as mutually agreed to by the Parties.

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. Term.

This Seventh Amendment shall be deemed to have taken effect on the date of expiration of the Sixth Amendment, and shall terminate on June 30, 2021 (the "Term"). The Term of this Seventh Amendment may be extended for successive one (1) year terms (each a "Renewal Term") upon such terms and conditions mutually agreed to by the Parties in writing. Nothing herein prevents either Party from terminating this Seventh Amendment prior to expiration of the Term hereof or any subsequent Renewal Term as provided in Section 17 of the Agreement.

SECTION 2. Compensation.

For the Term of this Seventh Amendment, Contractor shall be compensated at the annual rate set forth in the Agreement.

SECTION 3. Remainder of Agreement Effective.

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

CITY OF MONTEBELLO

SAN GABRIEL VALLEY WATER COMPANY

Rene Bobadilla
City Manager

Robert W. Nicholson
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 City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **Fiscal Year 2020-21 Confirmation of Annual Tax Rate for Voter Approved Indebtedness**

DATE: May 27, 2020

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 2020-21; and
- (2) Direct staff to forward the resolution to the City of Los Angeles County Auditor Controller within the required time limit.

BACKGROUND

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

The revenue from the property tax override can only be used to pay for retirement system related expenses. The City records receipt of these revenues – collected through the annual property tax assessment process – in a special fund (Fund 205). The revenues received are used to pay the annual unfunded actuarial liability (UAL) and normal cost expenses to PERS. At the May 13, 2020 City Council meeting, issuance of Pension Obligation Bonds (POBs) was approved. The planned issuance of approximately \$150.0 million in POBs will extinguish the existing UAL, as of the June 30, 2018 actuarial valuation. The PTO revenue will be utilized to pay the debt service on the POBs, normal cost expenses, and future UAL bases established by subsequent actuarial valuations.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020
FISCAL YEAR 2020-21 CONFIRMATION OF ANNUAL TAX RATE FOR VOTER
APPROVED INDEBTEDNESS
Page 2 of 4

The annual property tax override revenue is more than sufficient to fund debt service, normal cost and future UAL payments. The table below presents three years of actual revenue, along with the FY 2019-20 budgeted amount:

	FY 15-16 ACTUALS	FY 16-17 ACTUALS	FY 17-18 ACTUALS	FY 18-19 ACTUALS	FY 19-20 ADOPTED BUDGET
Property Tax Override	7,757,614	8,104,010	8,476,868	8,969,216	9,545,028
Property Tax Override - RPTTF	3,304,081	3,309,195	3,275,195	3,739,997	3,739,997
Interest Revenue	6,909	32,839	75,299	221,929	177,737
	11,068,605	11,446,044	11,827,362	12,931,143	13,462,763

The County of Los Angeles Auditor-Controller requires the City of Montebello to submit an approved resolution each year that shows the setting of the rate. The attached resolution (Attachment 1 with Exhibit A) fulfills this requirement and allows the rate to be placed on property tax statements.

FISCAL IMPACT

As the table above shows, the FY 2019-20 budget projected approximately \$13.463 million in revenue to the Retirement Fund (Fund 205). The majority of that revenue is from property tax assessments – inclusive of former redevelopment agency project areas. For FY 2020-21, the projected revenue for the Retirement Fund is \$13.604 million, which is based on information and analysis by the City's third party property tax consultant.

The projected revenue for next fiscal year is more than sufficient to pay for anticipated debt service, normal cost expenses, and any new UAL bases per subsequent PERS actuarial valuations. The City and its financial team are anticipating a bond sale by the end of May. At that time, once the bond issue is completed, actual debt service will be calculated. Estimated debt service presented at the May 13, 2020 City Council meeting was \$10.433 million per year, using an "all in cost" of borrowing at a rate of 3.973%.

The attached resolution fixes the property tax override rate and allows it to be assessed for FY 2020-21. In turn, the revenue collected will be utilized for the purposes for which it was established: paying all expenses related to the City's contract with PERS to provide retirement benefits to its safety and miscellaneous employees.

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. 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.

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

ATTACHMENTS

1. Resolution Confirming Annual Tax Rate for Voter Approved Indebtedness
2. Exhibit A

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ATTACHMENTS

3. Attachment A
4. Resolution

**City of Montebello
Exhibit A to Resolution Fixing the Rate of Taxes and Levying Taxes for FY 2020-21
City Council Meeting of May 27, 2020**

EXHIBIT A TO ATTACHMENT 1

[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, 2020**

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, 2020, 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, 2020, 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	3,993,958,548
TAXATION DISTRICT NO. 2	20,065,763
TAXATION DISTRICT NO. 3	255,560,615
TAXATION DISTRICT NO. 1s	432,855,433
TAXATION DISTRICT NO. 2s	53,114,988
TAXATION DISTRICT NO. MB HILLS 1	548,308,922
TAXATION DISTRICT NO. MB HILLS 3	367,484,610
TAXATION DISTRICT NO. MB HILLS 76 ANNEX 1	113,233,393
TAXATION DISTRICT NO. 1 MERP	583,597,511
TAXATION DISTRICT NO. 2 MERP	24,916,779

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 27th DAY OF MAY, 2020.

CITY OF MONTEBELLO

Salvadore Melendez, 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 27th day of May, 2020, 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 _____, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adoption of Ordinance establishing the Housing Opportunity Overlay Zone pursuant to Zone Code Amendment (“ZCA”) No. 01-20.**

DATE: May 27, 2020

RECOMMENDATION

It is recommended that the City Council:

- 1) Waive second reading and adopt Ordinance (ZCA No. 01-20) establishing the Housing Opportunity Overlay Zone in connection with the Housing Element Update (2016-2021); and
- 2) Take such additional, related action that may be desirable.

BACKGROUND

On May 13, 2020, the City Council held a public hearing to consider the Ordinance establishing the Housing Opportunity Overlay Zone to allow an opportunity for increased densities to demonstrate compliance with the State’s methodology for the 4th and 5th Cycle planning periods for Montebello’s Regional Housing Needs Assessment (“RHNA”) in connection with the Housing Element Update (2016-2021).

California State law requires local jurisdictions to maintain a current Housing Element as part of the General Plan framework. The Housing Element is intended to identify planning strategies focused on conserving, rehabilitating, and providing housing to meet the existing and future needs of the community. The California Department of Housing and Community Development (“HCD”) periodically evaluates the status of the housing market within California to establish housing production goals. These allocated housing production goals are referred to as RHNA. The City of Montebello is under the Southern California Association of Governments (“SCAG”) who is responsible for distributing the State’s RHNA allocations based on methodologies established by SCAG. State law requires counties and cities to update housing elements every five years to better reflect changes in the market condition.

The previously adopted Housing Element for the City of Montebello addressed housing conditions between January 1, 1989, and December 31, 1997. The RHNA is mandated by State Housing Law as part of the periodic process of updating local housing elements. The RHNA quantifies the need for housing within each jurisdiction during specified planning periods established by the State. These planning periods are referred to as “cycles” and typically cover an eight year period. Because the City of Montebello did not adopt an updated housing element for the previous planning period, this Housing Element also analyzes housing needs for the previous 4th Cycle RHNA allocation planning period (2008-2014) as well as the current 5th Cycle

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

Adoption of Ordinance establishing the Housing Opportunity Overlay Zone pursuant to Zone Code Amendment (“ZCA”) No. 01-20.

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RHNA allocation planning period (2014-2021). This Housing Element differs from the other General Plan Elements in that the Housing Element was reviewed by HCD to ensure it conforms to State requirements.

On March 27, 2020, the City submitted the draft four-year Housing Element Update to HCD for review. On April 7, 2020, the City received an approval letter confirming the current draft Housing Element meets the statutory requirements of State Housing Element Law (Article 10.6 of the California Government Code). This finding was based on, among other things, the proposed Housing Opportunity Overlay Zone which establishes a zoning overlay with appropriate densities to accommodate the regional housing needs with affordability components for the 4th Cycle and 5th Cycle planning periods. The City's unmet housing needs under these two cycles are 147 units for the 4th Cycle and 430 units for the 5th Cycle.

The City's RHNA allocation for the 2006–2013 4th Cycle planning period (503 units) is shown in Table 1 below. According to City records, one affordable housing development was constructed during the previous planning period. This affordable housing development consisted of 54 low-income units, and one moderate-income manager's unit. After accounting for moderate-income and above moderate-income residential units permitted or constructed between January 2006 and December 2013, the City has an unmet lower-income RHNA of 123 very low-, and 24 low-income units (147 total RHNA units).

TABLE 1
Regional Housing Needs Assessment for the 4th Cycle (2006 to 2013)

Income Category	Total Units	Percent	Units Constructed	Vacant Land Inventory	Remaining RHNA
Very Low-Income (<50 % MFI)	123	24.5%	0	0	123
Low-Income (51-80 % MFI)	78	15.5%	54	0	24
Moderate-Income (81-120 % MFI)	85	16.9%	1	0	84
Above Moderate-Income (>120 % MFI)	217	43.1%	0	0	217
Total RHNA	503	100.0	55	0	448

SCAG's Regional Housing Needs Assessment (RHNA) estimated the seven-year (2014-2021) RHNA for Montebello at 1,066 units. Of the 1,066 housing units needed to accommodate the 5th Cycle need, 269 units should be allocated to very low-income households, 161 units should be provided for low income households, 175 units should be provided for moderate income households, and 461 units should be provided for households with above moderate incomes. Table 2 shows the distribution of the 5th Cycle RHNA housing needs for the four income categories and units reflecting land available to address the RHNA.

TABLE 2
Regional Housing Needs Assessment for the 5th Cycle (2014-2021)

Income Level	RHNA (# units)	Percent	Units Approved	Land Inventory	Remaining RHNA
Extremely Low-income*	134	13.1%	0	0	134
Very Low-income	135	13.1%	0	0	135
Low-income	161	15.5%	0	0	161
Moderate-income	175	16.5%	244	856	0
Above Moderate-income	461	42.8%	105	376	0
Total	1,066	100.0%	349	1,232	430

In addition to the 430 lower income units required by the 5th Cycle RHNA, the City must also meet the unmet lower-income RHNA of 147 units for the 4th Cycle. This brings the unmet lower income RHNA to 577 units total. In an effort to address the need to provide opportunities for affordable housing to achieve the RHNA allocations referenced above, a density overlay has been proposed, which would allow vacant and underutilized sites to accommodate affordable housing components, as required by the RHNA. The proposed Housing Opportunity Overlay would provide the City with an implementation mechanism to rezone sites appropriate to accommodate affordable housing components as well as veterans housing.

It should be noted that the City is not actually building housing under the proposed Housing Element. Rather, as required by state housing laws, the City's role is to adopt plans and put in place regulatory systems that provide opportunities for (and not unduly constrain) housing development in the City. Moreover, an approved, updated Housing Element makes the City eligible to apply for state funds that may be used for General Plan updates, zoning code updates, and environmental analysis that expedite local planning and permitting. Currently, the City has a pending application to receive SB2 State grant funding up to \$350,000 that could be used for planning efforts including the comprehensive General Plan update. An approved Housing Element is needed to meet the requirements to receive this funding. The deadline to secure this funding is June 30, 2020.

PUBLIC PROCESS AND PARTICIPATION

As part of an earlier comprehensive General Plan Update that initially included this Housing Element, the City undertook an extensive public outreach program that consisted of the following activities:

- The outreach program included the establishment of a General Plan Advisory Committee (GPAC). The GPAC conducted eight meetings over a two-year period during which time they formulated policies and recommended land uses changes to achieve City housing, economic, and quality of life goals.

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- City Council/Planning Commission Workshops were also conducted to identify planning issues, to confirm key General Plan goals and policies, to identify land use alternatives, and to review the draft General Plan document.
- Community workshops were held to identify key topics and issues to assist in the development of goals and policies and the selection of the preferred land use plan. The workshops helped identify key housing issues such as the need for a smooth transition from high to low-density housing along Beverly Boulevard, incompatible residential and industrial lands uses on Maple Avenue and elsewhere in the southern portion of the City, and a need for mixed-uses and single-family affordable housing.

Following the termination of the larger General Plan Update, the City focused on updating the Housing Element. The City conducted a Housing Element Community Meeting on August 2017 which was well attended with approximately 35 persons in attendance. The following is a summary of the issues raised by those in attendance:

- The high cost for housing in the City. Long-time residents indicated that their grown children were not able to afford housing in the City.
- One comment centered around problems related to the banking crisis beginning in 2008 and the continued number of foreclosures in the community, and the detrimental impacts of these foreclosures on the community.
- Newer residential developments in the have occurred at higher densities and there is a concern that new development and future zone changes could potentially lead to land use conflicts and incompatible uses.
- Public services may not be able to meet the demand resulting from new development.
- New residential development may result in significant impacts on the environment.

The community meetings were followed up by a study session that was held before the Planning Commission. During the Planning Commission meeting, a brief presentation was made by staff which included a question and answer session. On September 5, 2017, the draft Housing Element was originally presented to the Planning Commission. Subsequently, a duly noticed public hearing was held at the Planning Commission on October 3, 2017. City staff has worked closely with HCD to get to this point. On April 7, 2020, the City received confirmation from HCD that the current draft Housing Element (dated April 8, 2020) meets the statutory requirements of State Housing Element Law. The draft Housing Element has been available on the City's website for public review during the course of its preparation.

On April 21, 2020, the Planning Commission conducted a public hearing regarding the Housing Element Update (2016-2021) and related Housing Opportunity Overlay Zone. The City did not receive any comments from the public in connection with this matter. After closing the public

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hearing, the Planning Commission unanimously voted to recommend approval of the Housing Element Update and related Housing Opportunity Overlay Zone pursuant to Resolution No. 08-20 (please see Attachment C).

ENVIRONMENTAL

The City Council of the City of Montebello has independently reviewed, analyzed, and considered the December 10, 2014 Negative Declaration (State Clearinghouse No. 2014011084) and the Addendum to the Negative Declaration dated April 1, 2020 in connection with the 2020 Housing Element Update and based on the foregoing, hereby finds that all environmental impacts of this Ordinance are below a level of significance and there is no substantial evidence that the Ordinance will have a significant effect on the environment and finds that the Addendum contains a complete and accurate reporting of the environmental impacts associated with the 2020 Housing Element Update. Additionally, pursuant to Government Code Section 65863(h), an action that obligates a jurisdiction to identify and make available additional adequate sites for residential development pursuant to Government Code 65863 creates no obligation under the California Environmental Quality Act to identify, analyze, or mitigate impacts of that subsequent action to identify and make available additional adequate sites as a reasonable foreseeable consequence of that action.

FISCAL IMPACT

None

ATTACHMENTS:

- A. Draft Ordinance – Housing Opportunity Overlay Zone
- B. Addendum to adopted Negative Declaration (SCH No. 2014011084)
- C. Planning Commission Resolution No. 08-20 (Approved April 21, 2020)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF MONTEBELLO, CALIFORNIA
AMENDING TITLE 17 (ZONING CODE) OF THE MONTEBELLO
MUNICIPAL CODE ADDING CHAPTER 17.47 ENTITLED HOUSING
OPPORTUNITY OVERLAY ZONE AND SECTION 17.34.030 RELATING
TO EMERGENCY SHELTERS**

WHEREAS, the State Legislature has declared that the lack of housing, including providing for a variety of housing types of all income levels and special need groups, is a critical problem that threatens the economic, environmental, and social quality of life in California; and

WHEREAS, Government Code Sections 65580 through 65589.8 require that all local governments prepare and maintain housing elements to identify planning strategies to conserve, rehabilitate, and provide housing to meet the existing and future needs of the community; and

WHEREAS, the last update to the City's Housing Element was approved and adopted by City Council on December 10, 2014; and

WHEREAS, the California Housing and Community Development Department (HCD) is in charge of establishing the total number of housing units that each city and community must plan for within an eight-year (8-year) planning period known as the Regional Housing Needs Allocation (RHNA); and

WHEREAS, after review of the current City's Housing Element, it was determined that an amendment to the City's Zoning Code establishing a housing overlay zone would encourage the development of housing in the City and meet the City's State-mandated RHNA numbers to accommodate the shortfall carryover of adequately zoned sites from the 4th Cycle planning period (2006-2013) and a shortfall of adequately zoned sites for the 5th Cycle planning period (2014-2021); and

WHEREAS, to further that effort, the City of Montebello ("City") hereby creates a Housing Opportunity Overlay Zone in order to accommodate the City's RHNA 4th cycle and 5th cycle General Plan Housing Element planning periods as required by state law; and

WHEREAS, the Housing Opportunity Overlay Zone will be established to facilitate the development of housing "by-right" on underutilized sites and applied to properties that are currently zoned high density residential, commercial, and/or manufacturing uses to recycle to residential development;

WHEREAS, the Housing Opportunity Overlay Zone is further intended to serve as an implementation tool for the City's Housing Element of the General Plan by facilitating residential development on identified "housing opportunity sites;"

WHEREAS, the City further desires to amend the City's Emergency Shelters regulations to be in compliance with the State Housing Laws.

NOW, THEREFORE, the City Council of the City of Montebello does ordain as follows:

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

SECTION 2. FINDINGS. As a matter of state law (California Government Code Section 65300 *et seq.*), the proposed amendment to the Montebello Municipal Code ("Code") is consistent with City's general plan in that: (i) it will not create conditions materially detrimental to the public health, safety, and general welfare; (ii) it is internally consistent with those goals, objectives, and policies of the general plan which include, but is not limited to, the City's Housing Element by establishing conditions and development standards that promote and furthers the City's goals of providing an array of residential housing to meet the needs and demands of the City and State as well as providing opportunities to encourage housing development; (iii) new designation is compatible with the designations on nearby properties; and; (iv) the new designation is suitable for the location, access, visual character and topography of the subject property. Further, it is declared that the proposed amendment is authorized, appropriate, and required as a matter of public interest, convenience and necessity per Montebello Municipal Code, Title 17 - Zoning, Chapter 17.76, Zone Changes and Amendments.

SECTION 3. A new Chapter 17.47 entitled "Housing Opportunity Overlay Zone" is hereby added to the Montebello Municipal Code, to read in its entirety as follows:

17.47.010 – Purpose.

- A. The Housing Opportunity Overlay ("HOO") zone is established to facilitate the development of housing "by-right" on underutilized sites. The HOO zone is intended to be applied to properties that are currently zoned high density residential, commercial, and/or manufacturing uses to recycle to residential development. The HOO is further intended to serve as an implementation tool of the city's housing elements of the general plan by facilitation residential development on identified "housing opportunity sites."

B. The HOO has the following major objectives:

1. Create “by-right” opportunities for residential development on underutilized high density residential, commercial and/or manufacturing sites.
2. Implement state laws that require cities to demonstrate available land capacity and zoning tools to accommodate the city’s projected need for housing.
3. Provide a mix of housing types.
4. Facilitate well-designed new mixed-use development projects that combine residential and non-residential uses (i.e., office, retail, business services, personal services, public spaces and uses, other community amenities, etc.) to promote a better balance of jobs and housing.
5. Stimulate economic development and reinvestment through regulations based upon recognized urban design principles that allow property owners to respond with flexibility to market forces.
6. Provide additional property rights while preserving existing property rights. This intent is achieved by providing additional development rights in compliance with this chapter, which property owners may exercise under certain conditions, while retaining all development rights conferred by the underlying zone to property owners in the HOO zone. Incentives and advantages may include, but is not limited to, allowing a greater range and mix of uses and specifying more permissive dimensional specifications (i.e., greater floor area ratio, lot coverage ratio, height, reduced setbacks, etc.).

17.47.020 – Applicability

- A. Application to Area. The HOO zone is an overlay zone to be used in conjunction with the underlying zones. The HOO zone shall apply to the specific, designated parcels identified in table below.

ADDRESS	PARCEL NO.	ZONING	TOTAL LOT AREA
101 E. Whittier Blvd.	6348-001-014	C2	16,716 sf (0.38 Acres)
111 E. Whittier Blvd.	6348-001-015	C2	12,192 sf (0.28 Acres)
140 E Whittier Blvd.	6347-012-009	R3	102,823 sf (2.36 Acres)
501 S. Montebello Blvd.	6350-022-020	R3/M-1	92,227 sf (2.12 Acres)

ADDRESS	PARCEL NO.	ZONING	TOTAL LOT AREA
244 George Hensel Dr.	6350-011-901	R3	160,546 sf (3.69 Acres)
236 George Hensel Dr.	6350-011-900	R3	33,039 sf (0.76 Acres)
1100 W. Olympic Blvd.	6350-011-021	C2	9,339 sf (0.21 Acres)
1112 W. Olympic Blvd.	6350-011-023	R3	44,503 sf (1.02 Acres)
113 N. Garfield	6343-014-031	C2	30,224 sf (0.69 Acres)

B. Relationship Between Base Zone Standards and Overlay Zone Standards. For properties within the HOO zone, the regulations in this chapter allow residential and mixed-use development as an alternative to the stand-alone high density residential, commercial and/or manufacturing base zones underlying the HOO.

C. Base Zone Standards.

1. The provisions in this chapter shall apply to specific, designated parcels (the HOO zone), but the provisions do not supersede the underlying base zone provisions until a property is developed in compliance with the provisions of this chapter. New projects may be developed in compliance with the existing underlying base zone, provided that all standards and requirements of the underlying base zone are met.
2. Regulations, development standards, and requirements in the underlying base zone shall continue to apply to those projects that are currently developed according to the existing standards.
3. For legal nonconforming uses (*i.e.*, uses that do not comply with the provisions of the base zone), the provisions in Chapter 17.54.040, "Nonconforming buildings and structures") of this code shall apply.

D. Options to Apply HOO Zone Standards. The owner or developer of any property within the HOO zone may choose to develop in compliance with the standards and procedures in this chapter or the standards and procedures applicable to the underlying zone.

E. Conversion of existing nonresidential structures into a residential use may be permitted subject to a conditional use permit pursuant to Chapter 17.70, "Conditional Use Permits" of this code.

- F. After Completion of Development. Once a property is developed in compliance with the provisions of this chapter, the provisions of this chapter completely supersede the provisions of the underlying base zone. Whenever the requirements of the HOO zone imposes a more or less restrictive standard than the provisions of the underlying base zone, the requirements of the HOO zone shall govern.

17.47.030 – Affordable Housing Requirement.

At least twenty percent (20%) of the total number of residential units within the HOO zone, exclusive of units added by a density bonus awarded pursuant to state law, shall be provided at prices affordable to low-income or below households as defined in state law for a minimum of fifty-five (55) years.

17.47.040 – Use regulations.

A. The following uses are allowed in the HOO Zone:

1. All uses in the applicable underlying zone are allowed.
2. Multiple-family dwellings as defined under section 17.08.245 of this code.

B. For uses and activities not specifically identified in subsection (A) above, the Planning and Community Development Director shall have the authority to interpret chapter and permit uses that are similar to a permitted use. The decision of the Planning and Community Development Director may be appealed to the Planning Commission pursuant to Chapter 17.78, "Public Hearings, Notices and Appeals" of this code.

C. Any use or activity not identified in subsection (A) above, or any use or activity not interpreted by the Planning and Community Development Director, shall be prohibited.

17.47.050 – Density.

Properties within the HOO zone shall provide for a minimum density of twenty (20) residential units per acre and a maximum density of eighty (80) residential units per acre as designated in the zoning map. However, the minimum number of residential units per site shall be sixteen (16). Whenever any property on the zoning map which is zoned high density, residential, commercial and/or manufacturing has in addition to its zone designation the symbol "DD" (representing "designated density") followed by a numerical figure, the provisions

hereof shall apply regarding the total number of residential units permitted on the property. The numerical figure following the letters “DD” indicates the maximum number of residential units permitted per acre. For example, R-3-DD-25 means multi-family, 25 residential units per acre. These density provisions shall supersede the density regulation in the underlying zone and shall be exclusive of units added by a density bonus awarded pursuant to state law.

17.47.060 - General Development Standards.

All development in the HOO zone shall conform to the development standards applicable to the R-4 Zone pursuant to Title 17 of this code.

17.47.070 – HOO Project Review

- A. Administrative Review. Any proposed project that is determined to be in compliance with this section and all applicable development standards shall be subject to administrative review by the Director of Planning and Community Development to confirm consistency with the design guidelines set forth herein.
- B. Review by the Planning Commission. Any proposed project that is determined not to be in compliance with the development standards set forth in this chapter shall be subject to a discretionary review of the planning commission.

17.47.080 - Regulatory Agreement

A legally binding agreement, in a form approved by the City Attorney, shall be executed and recorded against the property to ensure that the property complies with all of the requirements of this article, including but not limited to, the requirement that affordable units shall be deed-restricted for a period of not less than fifty-five (55) years. The property owner shall record the regulatory agreement prior to recording any final map for the underlying property, or prior to the issuance of any building permit for the project, whichever comes first. The regulatory agreement shall be binding on all future owners and successors of interests of the project.

SECTION 3. Section 17.34.030 – Emergency Shelters is hereby amended in its entirety to read as follows:

17.34.030 - Emergency shelters.

1. Emergency shelters are permitted by right in the Emergency Shelter Overlay Zone. The Emergency Shelter Overlay Zone permits emergency

shelters by right within the following designated geographic area. The geographic area where the overlay zone would be applicable is within the M-1 zone located to the North of Date Street, South of Washington Blvd, West of South Greenwood Ave and to the West City Boundary. The following requirements are applicable to the operation of emergency shelters:

- a. The facility must comply with applicable state and local standards and requirements.
 - b. The facility must adhere to Federal, state, and local licensing as required for any program incidental to the operation of an emergency shelter.
 - c. The facility must comply with applicable state and local housing, building, and fire code requirements.
 - d. The facility shall have on-site security during all hours when the shelter is open.
 - e. The facility shall provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall reflect away from residential areas and public streets.
 - f. The facility shall provide secure areas for personal property.
 - ~~g. If the emergency shelter is proposed in conjunction with a religious facility, the area utilized for emergency shelter facilities may not exceed fifty percent of the total floor area used for the religious facility.~~
 - gh. Each facility shall provide common kitchen and dining room area adequate for the number of residents serviced.
 - hi. Each facility shall provide bathroom with lavatory, toilet, and showers adequate for the number of residents serviced.
2. The facility's capacity shall not exceed forty beds.
 3. The maximum term of staying at an emergency shelter is six months in a consecutive twelve-month period.
 4. Parking. The emergency shelter shall provide on-site parking at a rate of one space per facility staff plus one space per six occupants allowed at the maximum capacity.
 5. A management plan is required for all emergency shelters to address management experience, good neighbor issues, transportation, client supervision, client services, and food services. Such plan shall be submitted to and approved by the planning, inspections, and permitting department prior to operation of the emergency shelter. The plan shall include a floor plan that demonstrates compliance with the physical standards of this chapter.

SECTION 4. CEQA. The City Council of the City of Montebello has independently reviewed, analyzed, and considered the Addendum to the Negative Declaration dated April 1, 2020, in connection with the 2020 Housing Element Update and based on the foregoing, hereby finds that all environmental impacts of this Ordinance are below a level of significance and there is no substantial evidence that the Ordinance will have a significant effect on the environment and finds that the Addendum contains a complete and accurate reporting of the environmental impacts associated with the proposed 2020 Housing Element Update. Additionally, pursuant to Government Code Section 65863(h), an action that obligates a jurisdiction to identify and make available additional adequate sites for residential development pursuant to Government Code 65863 creates no obligation under the California Environmental Quality Act to identify, analyze, or mitigate impacts of that subsequent action to identify and make available additional adequate sites as a reasonable foreseeable consequence of that action.

SECTION 5. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Ordinance, shall enter the same in the book of original ordinances of the City and shall cause the same to be published or posted according to law. This Ordinance shall go into effect thirty (30) days after its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of May 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

ATTEST:

Arnold M. Alvarez-Glasman
City Attorney

Irma Barajas
City Clerk

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:



ADDENDUM TO NEGATIVE DECLARATION (SCH NO. 2014011084) GENERAL PLAN HOUSING ELEMENT REVISIONS

Background:

This Addendum has been prepared to analyze revisions to the Housing Element which was originally analyzed in the Negative Declaration (State Clearinghouse No. 2014011084) for the 2014 Housing Element (2014-2021) dated January 16, 2014 ("Negative Declaration").

In accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15162 and 15164, this Addendum is prepared to make minor changes to the previously adopted Negative Declaration consistent with State law; no new important issues are raised about any significant effects on the environment resulting from the proposed revisions.

Project Description:

The proposed Housing Element Update (2016-2021) will address minor revisions to the Housing Element to address comments received by the California Department of Housing and Community Development on April 12, 2019 and September 16, 2019 and further respond to the Governor's mandate regarding the current housing crisis and the need for housing in the State and to comply with new state housing laws pursuant to SB 2, SB 35, and AB 879 ("State Housing Laws") incorporating changes to create certain by-right housing, changes to permitted densities; and removing other barriers to affordable housing.

Environmental Determination:

The Housing Element Negative Declaration (SCH No. 2014011084) is hereby incorporated by reference. Section 15164 of the CEQA Guidelines states "An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred."

Section 15162(a) of the CEQA Guidelines limits the preparation of a subsequent EIR or negative declaration to three scenarios:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined with be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measures or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.

After review of the proposed changes and review of the Housing Element Negative Declaration, staff has determined that:

1. The revisions are not a substantial change to the project and will not create new significant impacts;
2. No substantial changes have occurred with respect to the circumstances in which the project will be undertaken which would involve new significant environmental impacts resulting from the project; and
3. No new information has become available since the preparation of the previous Negative Declaration for the project which would result in new significant impacts, an increase in severity of significant impacts, or affect the feasibility of mitigation measures, or provide for different methods of mitigating significant impacts.
4. Any future development associated with the zoning overlay would continue to rely on the regulations and development standards contained in the City of Montebello Municipal Code and maintained by the City of Montebello.

Therefore, this Addendum is prepared to augment and allow minor revisions to the Negative Declaration for the 2014 Housing Element, the analysis of which was conducted in the Negative Declaration (SCH No. 2014011084).

RESOLUTION NO. 08-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO RECOMMENDING THE CITY COUNCIL APPROVE HOUSING ELEMENT UPDATE 2016-2021

WHEREAS, Government Code Sections 65580 through 65589.11 require that all local governments prepare and maintain Housing Elements to identify planning strategies to conserve, rehabilitate, and provide housing to meet the existing and future needs of the community; and

WHEREAS, pursuant to Government Code Section 65588, California municipalities are required to review and revise their Housing Elements as frequently as appropriate ("Housing Element Update"); and

WHEREAS, pursuant to Government Section 65585, all Housing Element Updates must be submitted to and reviewed by the California Housing and Community Development Department ("HCD"); and

WHEREAS, in March of 2020, staff submitted the draft Housing Element Update for the 2016-2021 cycle to the HCD and on April 7, 2020, HCD submitted a letter informing the City that the Housing Element Update for the 2016-2021 cycle meets the requirements of state law; and

WHEREAS, Chapter 17.76 (Zone Changes and Amendments) of the Montebello Municipal Code ("MMC") authorizes amending provisions of the City's MMC (including the Zoning Code, Title 17) whenever public interest; convenience and necessity require it; and

WHEREAS, on December 10, 2014, the City Council of the City of Montebello adopted a Negative Declaration (State Clearinghouse No. 2014011084) pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code, § 21000 *et seq.*) and the California Code of Regulations, title 14, Section 15000 *et seq.* ("State CEQA Guidelines") considering the potential environmental impacts associated with the City of Montebello Housing Element Update ("Housing Element Update"); and

WHEREAS, on August 21, 2017, and August 28, 2017, the City held a publicly noticed advertised community meeting to receive information about and provide input on updating the Housing Element for the 2016-2021 planning period; and

WHEREAS, on April 21, 2020, the Planning Commission did hold a duly noticed and advertised public hearing and considered any testimony received during the public hearing.

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

SECTION 1. The Recitals set forth above are incorporated herein and incorporated as part of the findings contained in this Resolution.

SECTION 2. Based on the staff report, public comments, the above Recitals, and all other evidence in the record, the Planning Commission hereby makes the following findings:

A. The Housing Element Update is prepared in the interest of existing and future residents in order to ensure that housing opportunities exist for all income categories and the Housing Element Update adequately establishes the City's goals, policies, programs and quantified objectives that further the development, improvement, and preservation of housing within the City.

B. The Housing Element Update provides policies which aim to provide quality housing opportunities for all income levels and age groups based upon the fair share of the regional housing need as determined by the Southern California Association of Governments (SCAG).

C. The Housing Element Update is consistent with policy and changes required to meet State housing mandates and incorporates changes enacted by the State Legislature to meet the State's housing goals.

D. The Housing Element Update is consistent with the City's General Plan by advancing the goals and policies of the City's Population Growth Element and Land Use Element.

E. The Housing Element will not be detrimental to the health, safety and welfare of the residents of the City of Montebello.

SECTION 3. Based on the above findings, the Planning Commission of the City of Montebello hereby recommends that the City Council of the City of Montebello approve Housing Element Update as set forth in Exhibit "A," entitled draft City of Montebello 2016-2021 Housing Element Update and dated April 8, 2020.

SECTION 4. The Planning Commission further recommends that the City Council adopt an addendum to the Negative Declaration and make the required findings under Section 15164 of the State CEQA Guidelines.

SECTION 5. The adoption of this Resolution is not subject to CEQA Guidelines, pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15060(c)(3) (the activity is not a project as defined in Section 15378); and 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Because the approval of this Resolution is advisory to the City Council and no final action is taken, this action is exempt from CEQA

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

[Signatures on the following page]

PASSED, APPROVED, AND ADOPTED this 21st day of April 2020.

Commissioner Mooradian:	(X) AYE () NOE () ABSENT () ABSTAIN
Commissioner Aliksonian:	(X) AYE () NOE () ABSENT () ABSTAIN
Commissioner Briseno:	(X) AYE () NOE () ABSENT () ABSTAIN
Commissioner Lomeli:	(X) AYE () NOE () ABSENT () ABSTAIN
Commissioner Ramirez:	(X) AYE () NOE () ABSENT () ABSTAIN


Sona Mooradian, Chair

ATTEST:


Joseph A. Palombi, Director
Planning & Community Development Department

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Second Reading of an Ordinance Adopting by Reference the 2019 California Building Codes to the Montebello Municipal Code**

DATE: May 27, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Waive second reading and adopt an Ordinance adopting by reference the 2019 California Building Standards Code and certain specified appendices thereof including the: 2019 California Building Standards Administrative Code, 2019 California Residential Code, 2019 California Electrical Code, 2019 Mechanical Code, 2019 Plumbing Code, 2019 California Energy Code, 2019 California Historical Building Code, 2019 California Fire Code, 2019 California Existing Building Code, 2019 California Green Building Standards Code, and California 2019 Referenced Standards Code; and
2. Concurrently make certain findings in support of specific additions, deletions and/or amendments to the proposed ordinance; and
3. Take such additional, related, action that may be desirable.

BACKGROUND

On May 13, 2020, the City Council adopted Urgency Ordinance No. 2421 to temporarily adopt by reference the California Building Standards Code (Cal. Code Regs., Title 24) ("Building Codes") comprised of various construction codes which are amended on a three-year cycle until the City adopted a permanent ordinance. Concurrently with Urgency Ordinance No. 2421, the City Council also waived first reading of an Ordinance meant to permanently adopt the 2019 Building Codes by reference to supersede the Urgency Ordinance.

The California Building Standards Commission amended the California Building Standards Code in 2019 and became effective on January 1, 2020. Previous versions of the California Building Standards Code were based on various model codes and adopted by ordinance into

Second Reading of an Ordinance Adopting by Reference the 2019 California Building Codes to the Montebello Municipal Code

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the Montebello Municipal Code with local amendments for administrative enforcement and more stringent requirements.

While Urgency Ordinance No. 2421 became effective immediately upon adoption, a second reading and adoption of a permanent ordinance is necessary to replace the temporary effect of Urgency Ordinance No. 2421.

ANALYSIS

Title 24 of the California Code of Regulations, known as the California Building Standards Code (“Title 24” or “CBSC”), contains the regulations that govern the construction of buildings in California. The 2019 CBSC was published on July 1, 2019, and became effective on January 1, 2020. The 2019 CBSC consists of the following appendices (“Parts”):

- Part 1 – California Administrative Code
- Part 2 – California Building Code
- Part 2.5 – California Residential Code
- Part 3 – California Electrical Code
- Part 4 – California Mechanical Code
- Part 5 – California Plumbing Code
- Part 6 – California Energy Code
- Part 7 – Vacant – formerly California Elevator Safety Construction Code
- Part 8 – California Historical Building Code
- Part 9 – California Fire Code
- Part 10 – California Existing Building Code
- Part 11 – California Green Building Standards Code (“CAL Green”)
- Part 12 – Referenced Standards Code

The CBSC is amended on a three-year (3-year) cycle. On January 25, 2017, the City adopted Ordinance 2392 in order to comply with the State’s 2016 updates. The purpose of the attached proposed ordinance is three-fold: (1) to adopt by reference the new 2019 CBSC updates; (2) concurrently adopt certain findings in support of making specific additions, deletions and/or amendments to the 2019 CBSC; and (3) incorporate such updates into the MMC.

The Planning & Community Development Department and the Fire Department have reviewed the 2019 updates (in coordination with the City Attorney’s Office), and have incorporated the applicable local amendments into the attached proposed Ordinance. During review of the MMC to incorporate the 2019 updates, staff noted that in order to streamline future adoptions of the CBSC, reference to specific CBSC editions be deleted from the MMC. As such, amendments to specific sections adopting specific editions of the CBSC are also being recommended.

Second Reading of an Ordinance Adopting by Reference the 2019 California Building Codes to the Montebello Municipal Code

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State law allows local jurisdictions to amend the CBSC to include more restrictive requirements where deemed necessary in order to address adverse local conditions related to climate, geology and/or topography. Health and Safety Code (“H&S Code”) Section 18941.5(b). When a city, county, or city and county enacts such stricter local amendments, a copy of the amendments along with express findings that such amendments are reasonably necessary, must be filed with the California Building Standards Commission (“Commission”). H&S Code § 17958.7. No local amendment is enforceable unless filed with the Commission.

Based on the City’s unique local conditions related to climate, geology and topography, staff is recommending the City Council waive second reading and adopt the proposed Building Code Ordinance to include the Montebello-specific amendments outlined therein. The proposed Ordinance is set to supersede Urgency Ordinance No. 2421.

ENVIRONMENTAL REVIEW

The proposed Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Ordinance maintains the status quo and prevents changes in the environment pending the completion of the contemplated municipal code review. Because there is no possibility that the Ordinance may have a significant adverse effect on the environment, the adoption of the Ordinance is exempt from CEQA.

FISCAL IMPACT

Adoption of the proposed Ordinance amending the MMC results in no direct fiscal impact to the City.

ATTACHMENT(S):

- A. Ordinance

ATTACHMENT A

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA ADOPTING BY REFERENCE THE 2019 CALIFORNIA BUILDING STANDARDS CODE AND CERTAIN SPECIFIED APPENDICES THEREOF INCLUDING, THE 2019 CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE, 2019 CALIFORNIA BUILDING CODE, 2019 CALIFORNIA RESIDENTIAL CODE, 2019 CALIFORNIA ELECTRICAL CODE, 2019 CALIFORNIA MECHANICAL CODE, 2019 PLUMBING CODE, 2019 CALIFORNIA ENERGY CODE, 2019 CALIFORNIA HISTORICAL BUILDING CODE, 2019 CALIFORNIA FIRE CODE, 2019 CALIFORNIA EXISTING BUILDING CODE, 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 CALIFORNIA REFERECED STANDARDS CODE; AND MAKING CERTAIN FINDINGS IN SUPPORT OF SPECIFIC ADDITIONS, DELETIONS AND/OR AMENDMENTS THERETO

WHEREAS, the City Council of the City of Montebello ("City") finds that there is a need to enforce the most current editions of the California Building Standards Code ("CBSC") as set forth by the California Building Standards Commission ("Commission"); and

WHEREAS, State law requires updating the CBSC every three (3) years, the Commission reviews proposed standards and amendments to the CBSC and adopts new editions and supplements every three (3) years; and

WHEREAS, the Commission adopted the approved 2019 CBSC which establish construction standards to protect the public welfare and provide uniformity in building laws; based on the latest national and international model building codes; and

WHEREAS, the 2019 CBSC became effective and applicable to any building or structure for which application for a building permit is made on or after January 1, 2020; and

WHEREAS, the City hereby desires to incorporate the 2019 CBSC into the Montebello Municipal Code ("MMC") by formally adopting by reference, the published 2019 CBSC; and

WHEREAS, the State of California allows local jurisdictions to adopt the provisions of the CBSC with stricter requirements known as "local amendments" in accordance with Health and Safety Code ("H&C") Sections 17922, 17958, 17958.5, 17958.7, and 18941.5(b), where necessary to reasonably address adverse local

conditions and protect the health, safety and welfare of citizens of the City because of local climate, geology and/or topography; and

WHEREAS, incorporating the 2019 CBSC with specific amendments will keep the City in compliance with State law; and

WHEREAS, Government Code Sections 36934 and 36937 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health or safety with four-fifths vote of the City Council; and

WHEREAS, on May 13, 2020 the City Council adopted Urgency Ordinance No.____ (“Urgency Ordinance”), which immediately adopted the 2019 CBSC by reference and specific amendments thereof until the City adopted a permanent ordinance; and

WHEREAS, concurrently with the Urgency Ordinance, the City Council waived a first reading of an Ordinance permanently adopting by reference specific appendices of the 2019 CBSC and amendments to the Montebello Municipal Code in support of specific additions and or deletions thereof; and

WHEREAS, a second reading of the Ordinance permanently adopting by reference specific appendices of the 2019 CBSC and amendments to the Montebello Municipal Code in support of specific additions and or deletions thereof took place during a regular scheduled meeting of the City Council on May 27, 2020.

WHEREAS, the City Council of the City finds and declares that the adoption of this Ordinance is necessary to protect the general health, safety and welfare of the community.

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

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

SECTION 2. PURPOSE. The purpose of this Ordinance is to: (i) adopt by reference the new 2019 CBSC updates; (ii) concurrently adopt certain findings in support of making specific additions, deletions and/or amendments to the 2019 CBSC; (iii) incorporate such updates into the MMC; and (iv) supersede and replace the Urgency Ordinance.

SECTION 3. FINDINGS – AMENDMENTS. The City Council finds that there is a need to keep the existing local amendments and modify or add certain administrative provisions to its Title 15, Buildings and Construction, in order to effectively regulate and enforce building and construction as provided in the 2019 California Building Standards Codes. In order to adopt proposed amendments to the California Building Standards Code, the City Council must make findings that the proposed amendments are necessary due to local geological, climatic, or topographical conditions. The Council therefore makes the following findings in support of specific additions, deletions, and/or amendments to the California Building Standards Code:

A. Geological - That the Southern California Region, which includes the City, is within a very active seismic areas where the local geology is located near active earthquake faults and subject to liquefaction presenting a significant earthquake risk. The aforementioned conditions within the City create hazardous conditions for which departure from the California Building Standards Code is required.

B. Climatic - That the local climate consists of hot and dry conditions during the summer months creating severe fire hazard areas. The hot, dry weather in combination with Santa Ana winds frequently results in fires. The aforementioned conditions within the City create hazardous conditions for which departure from the California Building Standards Code is required.

C. Topographical - That the local topography consists of natural hillsides, basins and rugged terrain that can contribute to accelerated spread of wildfires, flooding, damage, and erosion. The aforementioned conditions within the City create hazardous conditions for which departure from the California Building Standards Code is required.

The above findings (“A,” “B” or “C”) apply to the following code addendums or amendments as specified in the “Justification” column:

MMC Section	Section Title	Addendum	Amendment	Justification
15.04.036	CBC Section 1510.1, amended		X	A
15.04.040	CBC Section 903.2, amended		X	A
15.04.100	Hillside areas – Building regulations.		X	C
15.04.120	CBC Section R105.5, amended - Permit Expiration		X	A
15.04.130	Cannabis Facilities, added – Building Occupancy		X	A
15.32.190	Automatic Fire Extinguishing System, amended, Fire		X	A

	regulations			
15.32.720	Fire protection requirements at cannabis facilities, added		X	A
15.36.040	CBC Section 1613.2, amended – Definitions		X	A
15.36.050	CBC Section 1613.7 amended – Risk Category classifications		X	A
15.36.060	CBC Section 1613.2.1 added – General requirements		X	A
15.36.070	CBC Section 1613.2.2 amended – Administration		X	A
15.36.080	CBC Section 1613.8 added – Historical buildings		X	A
15.36.90	CBC Section 1613.9 added – Analysis and design		X	A
15.36.100	CBC Section 1613.10 added – Materials of construction		X	A
15.36.110	CBC Section 1613.11 added – Information required on plans		X	A
15.36.120	Table 23-M added to CBC Chapter 16 – Risk Category Occupancy		X	A
15.36.130	Table 23-N added to CBC Chapter 16 – Time limits for compliance		X	A
15.36.140	Table 23-O added to CBC Chapter 16 – Horizontal force factors based on rating classification		X	A
15.36.150	Table 23-P added to CBC Chapter 16 – Horizontal seismic force important factors “I _e ” for parts or portions of structures		X	A
15.36.160	Horizontal force factor “C _p ” for parts or portions of buildings or other structures added to CBC Chapter 16		X	A
15.36.170	Table 23-R added to CBC Chapter 16 – Allowable value of height – thickness ratio of unreinforced masonry walls with minimum quality mortar.		X	A
15.36.180	Table 23-S added to CBC Chapter 16 – Value for existing materials		X	A

15.36.190	Table 23-T added to CBC Chapter 16 – Allowable values of new materials used in conjunction with existing construction		X	A
15.36.200	Table 23-U added to CBC Chapter 16 – Allowable shear stress for tested unreinforced masonry walls		X	A

SECTION 5. ADDITIONS, DELETIONS AND AMENDMENTS. Title 15, **Buildings and Construction** of the MMC is amended. (Deletions in ~~strikethrough~~ and additions in underline)

SECTION 6. Section 15.04.036 of Chapter 15.04 of the MMC is hereby amended to read as follows:

15.04.036 – ~~CBC Section 1510.01, amended~~ Rooftop Structures

~~Section 1510.1 of the California Building Code is amended to read as follows:~~
~~Section 1510.1. General.~~

All re-roofing shall conform to the applicable provisions of the California Building Code. Roofing materials and methods of application shall comply with the CBC Standards or shall follow manufacturer's installation requirements when approved by the Building Official. Unless otherwise approved by the Building Official, all existing wood shake or wood shingle roofing material shall be removed completely. Additionally, where applicable, a minimum of one-half inch thick plywood sheathing shall be installed in accordance with the requirements of the 2019 California Building Code Chapter 23 of this Code prior to the installation of new roofing.

(a) Roof Covering. All re-roofing shall be fire retardant with a minimum class C classification unless otherwise approved by the Building Official.

(b) Repairs. Not more than twenty-five percent of the roof covering of any building or structure shall be replaced in any twelve-month period unless the new roof covering is made to conform to the requirements of this code for new construction.

(c) Materials and methods of application. Roofing materials and methods of application shall comply with applicable California Building Code Standards or shall follow the Manufacturer's installation requirements when approved by the Building Official.

SECTION 7. Section 15.04.040 of Chapter 15.04 of the MMC is hereby amended to read as follows:

15.04.040 – ~~CBC Section 903.2, amended~~ Automatic Fire Sprinkler System - Where Required

~~Subsection 903.2 is amended by adding thereto the following paragraph:~~

Every new building of any type of construction or occupancy over three (3) stories in height.

SECTION 8. Section 15.04.100 of the MMC is hereby amended to read as follows:

15.04.100 – Hillside areas – Building regulations

The provisions of this section shall apply to all work, for which a building permit is required, on property within any hillside areas, as defined in Section 15.48.050, in addition to the regulations as set forth in this chapter and Chapter 15.48 of this code. In all such cases, the building inspector shall not give final approval to any such work until he finds that each of the following regulations have been complied with:

A. Compliance with Grading Regulations:

1. Filing of a grading certificate from the civil engineer of record; or
2. Compliance with each of the following regulations in all cases where a grading permit is not required:
 - a. Section 15.48.260, grading in relation to property lines,
 - b. Section 15.48.270, Consent of adjacent property owner,
 - c. Section 15.48.280, Time of work,
 - d. Section 15.48.290, Building pad development,
 - e. Section 15.48.310 through 15.48.340, excavating,
 - f. Section 15.48.350 through 15.48.450, fills,
 - g. Section 15.48.480, Slope planting and irrigation,

- h. Section 15.48.500, drainage (general),
- i. Section 15.48.550, maintenance of grading and protective devices.

B. Gutters. Eave and/or ground gutters shall be provided to receive all roof water and deliver it through a nonerosive device to a street or watercourse.

C. Maintenance of Drainage. Drainage in conformance with the provisions of this code shall be maintained during and subsequent to construction.

D. Driveway Design. Driveways shall be designed to comply with all zoning regulations; provided, that the maximum gradient thereof shall not exceed twenty percent.

E. Building Construction. No building shall be constructed upon two-horizontal-to-one-vertical slope or steeper, except that the building ~~inspector~~ official may permit construction upon slopes steeper than 2:1; provided, that a geotechnical report from a geotechnical engineer and a geologic report from an engineering geologist are filed indicating that the existing soil and geologic conditions will permit such construction. Where allowed, adequate provision shall be made to prevent downhill creep of the footings.

1. Clearance

- a. No building or structure shall be located closer to the toe of any two-to-one or steeper, cut or fill slope than the following:
 - i. A minimum of three feet provided the slope does not exceed six feet in vertical height;
 - ii. One-half the vertical height with a maximum of fifteen feet where the slope exceeds six feet in height.
- b. Notwithstanding the foregoing, attached or detached open carports or detached garages may be constructed a minimum of three feet clear of the toe of conforming cut or fill slopes.

2. Building Construction on Compacted Filled Ground. (General). No building shall be located within a horizontal distance of forty feet from the top of an inclined fill slope which exceeds one hundred feet in vertical height measured from the toe to the top of the fill unless the building is designed to withstand the resulting total and differential settlements. The soils engineer shall submit evidence of the anticipated settlement behavior. (See Exhibit 15.04.100 (J) for further setback specifications.)

3. Footing Elevations.

- a. On graded hillside sites the top of footing stem or finish floor, if a concrete slab, shall extend above the elevation of the low point of the street curb a minimum of six inches, plus two percent of the distance from the footing to the curb.
- b. Where the site drains to an approved drainage device, the footings shall extend above the elevation of the low point of the device a minimum of six inches, plus two percent of the distance from the footing to the device. In no event shall the top of the footing or finished floor elevation be less than six inches above the finished building pad elevation.

4. Slough Wall. If potential sloughing hazards affecting buildings or structures are present on cut or fill slopes in excess of twenty feet in vertical height, where such slopes parallel the buildings or structures, slough protection devices may be required by the department.

F. Building Construction Upon Excavations or Fills or in Areas Subject to Drainage or Slide Hazards. When buildings are to be constructed on sites which result from grading performed pursuant to Chapter 15.48 of this code or in areas where hazardous soil conditions exist, then in addition to all other applicable provisions of this code, the following requirements shall be complied with:

1. No building inspections shall be made for approvals given thereto until the city engineer has certified compliance with the rough grading as detailed on the grading plan and has received the soils and geological reports.
2. No final building inspections shall be made or approvals given thereto until the city engineer has certified compliance with Chapter 15.48 of this code.
3. No building shall be constructed in a natural watercourse or an area subject to inundation unless provisions have been made, to the satisfaction of the city engineer, to protect the building and adjacent properties from damage or inundation.
4. No building shall be constructed where the proposed building site is in an area subject to slides or unstable soil unless provision has been made, to the satisfaction of the city engineer, to protect the building and adjacent properties from damage.

G. Old Fills.

1. All manmade fills which were not constructed under a valid grading permit issued by the city shall be tested for relative compaction by an approved soil testing agency before any building permit is issued for a building structure proposed to be located thereon. No building permit shall be issued if the site conditions, as reported upon by the soil testing agency, do not conform with the requirements of this code.
2. Buildings designed specifically for soil conditions applicable to the site may be approved by the ~~superintendent of building inspection~~ building official and/or his/her designee if sufficient evidence is submitted to the ~~superintendent~~ building official accommodating the soil condition by reason of the resultant building design.

H. Measurement of Settlement. The ~~superintendent of building inspection~~ building official may require the determination of a soils engineer regarding settlement characteristics of such fills to establish that movements have substantially ceased. In such cases, a system of benchmarks shall be installed at critical points on the fill and accurate measurements of both horizontal and vertical movements shall be taken for a period of time sufficient to define settlement behavior.

I. Landscaping Required. In addition to the required landscaping of slopes, all building pads shall be landscaped or surfaced to prevent dust, mud, erosion or unsanitary conditions.

J. Appendix A. Attached hereto, and incorporated herein by this reference is that certain document entitled "Exhibit 15.04.100(J)—Montebello Municipal Code—Building Regulations," dated April 24, 1967, which contains certain charts, diagrams and standards relating to building construction in hillside areas. All property in any hillside area shall be improved and maintained in conformity with the charts, diagrams and standards as set forth in Exhibit 15.04.100(J).

SECTION 9. Section 15.04.120 is hereby added to Chapter 15.04 of the MMC to read as follows:

15.04.120 Permit Expiration. CBC Section 105.5 Expiration, added to read as follows:

Pursuant to Assembly Bill No. 2913, a permit would remain valid for purposes of the California Building Standards Law if the work on the site authorized by that permit is commenced within 12 months after issuance, unless the permittee had

abandoned the work authorized by the permit or the work is suspended by the building official. The permittee shall request an extension in writing and demonstrate justifiable causes for the extension prior to the permit expiration. The building official may grant in writing, one or more extensions of time for periods of not more than 180 days per extension to a maximum of 3 years from the issuance date of the permit. An extension fee shall be paid pursuant to the fee schedule.

Once the work has started and the first required inspection has been passed, the permittee must show that the work is progressing by passing a valid inspection at least every 180 days. If these progress requirements are not met, the permit will expire. This would apply regardless of when the first inspection took place within the first year of the life of the permit.

Work can recommence on an expired permit, a new permit will be required and a new fee equal to 50% of the original permit fee shall be payable provided the suspension or abandonment has not exceeded 3 years from the issuance date of the original permit.

Double permit fee shall be paid for work done without a permit.

SECTION 10. Section 15.04.130 is hereby added to Chapter 15.04 of the MMC to read as follows:

15.4.120 Cannabis Facilities – Building Occupancy

All cannabis facilities either new construction or through remodeling tenant improvements are deemed “H” occupancies.

SECTION 11. Section 15.32.190 of Chapter 15.32 of the Montebello Municipal Code is hereby amended to read as follows:

15.32.190 - Automatic fire extinguishing system.

Any new building constructed for any occupancy use and not otherwise required to be protected by this code, shall be protected by an approved automatic fire extinguishing system when the total floor area of such building exceeds four thousand square feet. This provision shall apply to any existing building, which after completion of any addition, will exceed four thousand square feet of floor area. Any new building constructed for any occupancy use and not otherwise required to be protected by this code; or occupancy over three (3) stories in height shall be protected by an approved automatic fire extinguishing system. This provision shall apply to any existing building, which after completion of any addition, will exceed three (3) stories in height or exceeding total (new and existing) four thousand square feet of floor area.

SECTION 12. Section 15.32.720 is hereby added to Chapter 15.32 of the MMC to read as follows:

15.32.720 - Fire protection requirements in cannabis facilities.

Any type of cannabis business operations, including dispensing, cultivation, growing, manufacturing, distribution, storage, and extraction; a fire sprinkler system and fire alarm system are required in the facility regardless of the floor area square footage or type of construction.

SECTION 13. Section 15.36.040 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.040 – ~~CBC Section 1613.2 amended~~ – Definitions: – Earthquake Loads

~~The following definitions are hereby added to Section 1613.2 of the California Building Code to read as follows:~~

ESSENTIAL BUILDING is any building housing a hospital or other medical facility having surgery or emergency treatment areas, fire or police stations, municipal government disaster operation and communications centers.
Essential Building is also outlined as Risk Category IV Occupancy of 2019 California Building Code.

HIGH-RISK BUILDING is any building not classified an essential building having an occupant load of one hundred (100) occupants or more or representing a substantial hazard to human life in the event of failure including but not limited to Risk Category III Occupancy of 2019 California Building Code.

EXCEPTION: A high-risk building shall not include the following:

(a) Any building having exterior walls braced with masonry cross walls or wood-frame cross walls spaced less than forty (40) feet apart in each story. Cross walls shall be full story height with a minimum length of one and one-half (1½) times the story height.

(b) Any building used for its intended purpose, as determined by the Building Official for less than twenty (20) hours per week.

HISTORICAL BUILDING is any building designated as a historical building by an appropriate federal, state or city jurisdiction

LOW-RISK BUILDING is any building not classified as an essential building having an occupant load of less than twenty (20) occupants. It is defined as Risk Category I Occupancy in the 2019 California Building Code.

MEDIUM-RISK BUILDING is any building not classified as a high-risk building or an essential building having an occupant load of twenty (20) occupants or more. It is also defined as the Risk Category II Occupancy in the 2019 California Building Code.

UNREINFORCED MASONRY BEARING WALL is masonry wall having all of the following characteristics:

- (1) Provides the vertical support for a floor or roof.
- (2) The total superimposed load is over one hundred (100) pounds per linear foot.
- (3) The area of reinforcing steel is less than fifty (50) percent of that required.

SECTION 14. Section 15.36.050 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.050 – ~~CBC Section 1613.7 amended~~ – Rating Risk Category classifications: – Earthquake Loads

~~Section 1613.7 is added to the California Building Code to read:~~
1613.7 Rating Classifications.

~~The rating classifications as exhibited in Table 23-M are hereby established and each building within the scope of this Chapter shall be placed in one such rating classification by the Building Official. Each building within the scope of this Chapter shall be placed in one of the Risk Category Occupancy established in Table 23-M and/or 2019 CBC Table 1604.5 by the Building Official. The most current CBC Earthquake Load shall be applied based on the risk category classification per the~~ The total occupant load of the entire building, as determined by Table 1604.5 shall be used to determine the rating classification.

EXCEPTION: For the purpose of this Chapter, portions of buildings constructed to act independently when resisting seismic forces may be placed in separate rating classifications.

SECTION 15. Section 15.36.060 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.60 – ~~CBC Section 1613.2.1 added~~ – General requirements – Earthquake Loads

~~Section 1613.2.1 is added to the California Building Code to read:~~
~~1613.2.1. General Requirements.~~

The owner of each building within the scope of this section shall cause a structural analysis to be made of the building by a civil or structural engineer or architect licensed by the State of California, and if the building does not meet the minimum earthquake standards specified in this section, the owner shall cause it to be structurally altered to conform to such standards or cause the building to be demolished.

The owner of a building within the scope of this section shall comply with the requirements set forth above by submitting one of the following to the Building Official for review within the stated time limits:

(a) A structural analysis within ninety (90) days after the service of the order. Such analysis, which is subject to approval by the Building Official, shall demonstrate that the building meets the minimum requirements of this section.

(b) A structural analysis and plans for the proposed structural alterations of the building necessary to comply to the minimum alterations of this section within ninety (90) days after the service of order.

(c) Plans for the demolition or repair of the building within ninety (90) days after the service of the order. After plans are submitted and approved by the Building Official, the owner shall obtain a building permit, commence and complete the required construction or demolition within the time limits set forth in Table No. 23-N. These time limits shall begin to run from the date the order is served in accordance with ~~Section 1613.2.2~~ the 2019 CBC requirements.

SECTION 16. Section 15.36.070 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.070 – ~~CBC Section 1613.2.2 added~~ – Administration – Earthquake Loads

~~Section 1613.2.2 is added to the California Building Code to read:~~

~~1613.2.2. Administration.~~

(a) COMMENCEMENT OF PROCEEDINGS. Whenever the Building Official has inspected or caused to be inspected any building and has found and determined that such building is within the scope of this Chapter, the Building Official shall commence proceedings to cause such building to be repaired and rehabilitated, or demolished, in compliance with the provisions of this Chapter.

(b) CONTENTS OF NOTICE AND ORDER. The Building Official shall issue a notice and order directed to the record owner of the building and the person, if any, occupying or otherwise in real or apparent charge and control of the building. The notice and order shall contain:

(1) The street address and a legal description sufficient for identification of the premises on which the building is located.

(2) A statement that the Building Official has found the building to be within the scope of this Chapter.

(3) An order to prepare and submit to the Building Official a structural analysis as required pursuant to ~~Section 1613.2.1~~ the CBC Earthquake Loads requirements.

(4) The ~~rating~~ Risk Category Occupancy classification of the building.

(5) An order to secure permits, physically commence, and to complete all work necessary to meet the minimum seismic standards of this Chapter within the time limits set forth in Table No. 23-N.

(6) A statement specifying the appeal rights of the owner as contained in subsection (d) of this section.

(c) SERVICE AND RECORDATION OF NOTICE AND ORDER. The notice and order shall be served and recorded.

(d) APPEAL FROM NOTICE AND ORDER. Any person entitled to service pursuant to this section may appeal the Building Official's initial determination that the building is within the scope of this Chapter to the City Council. Such appeal shall be filed with the City Council within sixty (60) days from the service date of the order and shall be limited solely to the issue of whether the designated building is within the scope of this Chapter. Such appeal shall be made in writing upon appropriate forms provided therefor by the Building Official, and the grounds thereof shall be stated clearly and concisely.

(e) ENFORCEMENT. If the owner or other person in charge or control of the subject building fails to comply with any order issued by the Building Official pursuant to this Chapter within any of the time limits set forth in ~~Section 1613.2.1~~ the 2019 CBC, the Building Official shall order that the entire building

be vacated and that the building remain vacated until such order has been complied with. If compliance with such order has not been accomplished within ninety (90) days after the date the building has been ordered vacated or such additional time as may have been granted by the City Council, the Building Official may order the demolition of the building in accordance with the provisions of the California Building Code.

SECTION 17. Section 15.36.080 of Chapter 15.36 of the MMC is hereby amended to read as follows:

16.36.080 – ~~CBC Section 1613.8 added~~ — Historical Buildings

~~Section 1613.8 is added to the California Building Code to read:~~
~~1613.8. Historical Buildings.~~

(a) GENERAL. The standards and procedures established by this section shall apply in all aspects to a historical building except that as a means to preserve original architectural elements and facilities restoration, a historical building may, in addition, comply with the special provisions set forth in this section.

(b) UNBURNED CLAY MASONRY OR ADOBE. Existing or re-erected walls of adobe construction shall conform to the following:

(1) Unreinforced adobe masonry walls shall not exceed a height or height-to-thickness ration of five (5) for exterior bearing walls and must be provided with a reinforced bond beam at the top, interconnecting all walls. Minimum beam depth shall be six (6) inches and a minimum width of eight (8) inches less than the wall width. Minimum wall thickness shall be eighteen (18) inches for exterior bearing walls and ten (10) inches for adobe partitions. No adobe structure shall exceed one (1) story in height unless the historic evidence indicates a two (2) story height. In such cases, the height-to-thickness ration shall be the same as above for the first floor based on the total two (2) story height, and the second floor wall thickness shall not exceed the ratio five (5) by more than twenty (20) percent. Bond beams shall be provided at the roof and second-floor levels.

(2) Foundation footings shall be reinforced concrete under newly reconstructed walls and shall be fifty (50) percent wider than the wall above, soil conditions permitting, except that the foundation wall may be four (4) inches less in width than the wall above if a rock, burned brick, or stabilized adobe facing is necessary to provide authenticity.

(3) New or existing unstabilized brick and adobe brick masonry shall have an average compressive strength of two hundred twenty-five (225) pounds per square inch when tested in accordance with ASTM designation C 67. One (1) sample out of five (5) may have a compressive strength of not less than one hundred eighty-eight (188) pounds per square inch. Unstabilized brick may be used where existing bricks are unstabilized and where the building is not susceptible to flooding conditions or direct exposure. Adobe may be allowed a maximum value of three (3) pounds per square inch for shear with no increase for lateral forces.

(4) Mortar may be of the same soil composition and stabilization as the brick in lieu of cement mortar.

(5) Nominal tension stresses due to seismic forces normal to the wall may be neglected if the wall meets thickness requirements and shear values allowed by this subsection.

(c) ARCHAIC MATERIALS. Allowable stresses for archaic materials not specified in this code shall be based on substantiating research data or engineering judgment, subject to the Building Official's satisfaction.

(d) ALTERNATIVE MATERIALS AND SHBC ADVISORY REVIEW. Alternative materials, design or methods of construction will be considered as set forth in Section 1613.9 in the 2019 CBC and California Historical Building Code. In addition, when a request for an alternative proposed design, material or method of construction is being considered, the Building Official may file written request for opinion to the State Historical Building Code Advisory Board for its consideration, advice or findings in accordance with the State Historical Building Code.

SECTION 18. Section 15.36.090 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.90 – ~~CBC Section 1613.8 added~~ – Analysis and design.

~~Section 1613.9 is added to the California Building Code to read:~~
~~1613.9. Analysis and Design.~~

(a) GENERAL. Every structure within the scope of this section shall be analyzed and constructed to ~~resist minimum total lateral seismic forces assumed to act nonconcurrently in the direction of each of the main axes of the structure in accordance with the following equation:~~

$$V = IKCSW \dots (12-1)$$

~~The value of IKCS need not exceed the values set forth in Table No. 23-O based on the applicable rating classification of the building. comply with the regulations and requirements in the 2019 CBC.~~

(b) LATERAL FORCES ON ELEMENTS OF STRUCTURES. Parts or portions of structures shall be analyzed and designed for lateral loads in accordance with ~~Sections 1613.9(a) of this code~~ requirements set forth in the 2019 CBC including ASCE 7-10 Chapters 13 through Chapter 15. ~~but not less than the value from the following equation:~~

$$F_p = IC_pSW_p \dots (12-8)$$

~~For the provisions of this subsection, the product of IS need not exceed the values as set forth in Table No. 23-P.~~

~~EXCEPTION: Unreinforced masonry walls in buildings and having a Rating Classification of I may be analyzed in accordance with Section 1613.10.~~

~~The value of C_p need not exceed the values set forth in Table No. 23-Q.~~

(c) ANCHORAGE AND INTERCONNECTION. Anchorage and interconnection of all parts, portions and elements of the building or structure shall be analyzed, designed and provided for lateral forces in accordance with Section 1604.8, Chapter 16 of 2019 CBC. ~~Table No. 23-O of this Code and the equation $F_p = IC_pSW_p$ as modified by Table No. 23-P. Minimum anchorage of masonry walls to each floor or roof shall resist a minimum force of two hundred (200) pounds per linear foot acting normal to the wall at the level of the floor or roof.~~

(d) LEVEL OF REQUIRED REPAIR. Alterations and repairs required to meet the provisions of this Chapter shall comply with all other applicable requirements of this Code unless specifically provided for in this Chapter.

(e) REQUIRED ANALYSIS.

(1) General. ~~Except as modified herein, the analysis and design relating to the structural alteration of existing structures within the~~

~~scope of this Chapter shall be in accordance with the analysis specified in the California Building Code.~~

~~(2) Continuous Stress Path. A complete, continuous stress path from every part or portion of the structure to the ground shall be provided for the required horizontal forces.~~

~~(3) Positive Connections. All parts, portions or elements of the structure shall be interconnected by positive means.~~

~~(f) ANALYSIS PROCEDURE.~~

~~(1) General. Stresses in materials and existing construction utilized to transfer seismic forces from the ground to parts or portions of the structure shall conform to those permitted by the code and those materials and types of construction specified in Section 1613.10.~~

~~(2) Connections. Materials and connectors used for interconnection of parts and portions of the structure shall conform to the code. Nails may be used as part of an approved connector.~~

~~(3) (d) Unreinforced Masonry Walls. Except as modified herein, unreinforced masonry walls shall be analyzed to withstand all vertical loads as specified in Chapter 21 of the California Building Code in addition to the lateral seismic forces required by this division. in the 2019 CBC. The fifty (50) percent increase in the seismic force factor for shear walls as specified in Table No. 24-H of this Code may be omitted in the computation of seismic loads to existing shear walls. No allowable tension stress will be permitted in unreinforced masonry walls. Walls not capable of resisting the required design forces specified in this section shall be strengthened or shall be removed and replaced.~~

~~EXCEPTIONS:~~

~~(1) Unreinforced masonry walls in buildings not classified as a Rating Risk Category Classification I Occupancy pursuant to Table No. 23-M may shall be analyzed in accordance with Section 1613.10 the 2019 CBC requirements.~~

~~(2) Unreinforced masonry walls which carry no design loads other than their own weight may be considered as veneer if they are adequately anchored to new supporting elements.~~

~~(g)~~ (d) COMBINATION OF VERTICAL AND SEISMIC FORCES.

(1) New Materials. All new materials introduced into the structure to meet the requirements of this section which are subjected to combined vertical and horizontal forces shall comply with building requirements of the 2019 California Building Code.

(2) Existing Materials. When stresses in existing lateral force-resisting elements are due to a combination of dead loads plus seismic loads, the allowable working stress specified in the code may be increased thirty-three (33) ~~one hundred (100)~~ percent. ~~However, no increase will be permitted in the stresses allowed in Section 1613.10, and the stresses in members due only to seismic and dead loads shall not exceed the values permitted by the California Building Code.~~

~~(3) Allowable Reduction of Bending Stress by Vertical Load. In calculating tensile fiber stress due to seismic force, required by this Chapter, the maximum tensile fiber stress may be reduced by the full direct stress due to vertical dead loads.~~

SECTION 19. Section 15.36.100 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.100 – ~~CBC Section 1613.10 added~~ – Materials of construction.

~~Section 1613.10 is added to the California Building Code to read:~~

~~1613.10 Materials of Construction.~~

(a) GENERAL. All material permitted by this code, including their appropriate allowable stresses and those existing configurations of materials specified herein, may be utilized to meet the requirements of this division.

(b) EXISTING MATERIALS.

(1) Unreinforced Masonry Walls. Unreinforced masonry walls analyzed in accordance with this section may provide vertical support for roof and floor construction and resistance to lateral loads.

Tension stresses due to seismic forces normal to the wall may be neglected if the wall does not exceed the height-or length-to-

thickness ratio and the in-plane shear stresses due to seismic loads as set forth in Table No. 23-R.

If the wall height-thickness ratio exceeds the specified limits, the wall may be supported by vertical bracing members designed in accordance with this Chapter. The deflection of such bracing member at design loads shall not exceed one tenth (1/10th) of the wall thickness.

All vertical bracing members shall be attached to floor and roof construction for their design loads independently of required wall anchors. Horizontal spacing of vertical bracing members shall not exceed one-half ($\frac{1}{2}$) the unsupported height of the wall nor ten (10) feet.

The wall height may be measured to bracing elements other than a floor or roof. Spacing of the bracing elements and wall anchors shall not exceed six (6) feet. Bracing elements shall be detailed to minimize the horizontal displacement of the wall by components of vertical displacements of the floor or roof.

- (2) Existing Roof, Floor, Walls, Footings and Wood Framing, Existing materials, including wood shear walls utilized in the described configuration, may be used as part of the lateral load resisting system: provided, that the stresses in these materials do not exceed the value shown in Table No. 23-S.

- (c) STRENGTHENING OF EXISTING MATERIALS. New materials, including wood shear walls, may be utilized to strengthen portions of the existing seismic resisting system in the described configurations; provided, that the stresses do not exceed the values shown in Table No. 23-S.

- (d) ALTERNATE MATERIALS. Alternate materials, designs, and methods of construction may be approved by the Building Official in accordance with the provisions of the California Building Code.

- (e) MINIMUM ACCEPTABLE QUALITY OF EXISTING UNREINFORCED MASONRY WALLS.

- (1) General Provisions. All unreinforced masonry walls utilized to carry vertical loads and seismic forces parallel and perpendicular to the wall plane shall be tested as specified in this subsection. All masonry quality shall equal or exceed the minimum standards established herein or shall be removed and replaced by new materials. Alternate methods of testing may be approved by the

Building Official. The quality of mortar in all masonry walls shall be determined by performing in-place shear tests or by testing eight (8) inch diameter cores. Alternative methods of testing may be approved by the Building Official. Nothing shall prevent pointing with mortar of all the masonry wall joints before the tests are first made. Prior to any pointing, the mortar joints must be raked and cleaned to remove loose and deteriorated mortar. Mortar for pointing shall be Type S or N except masonry cements shall not be used. All preparation and mortar pointing shall be done under continuous inspection of a registered deputy building inspector. At the conclusion of the inspection, the inspector shall submit a written report to the licensed engineer or architect responsible for the seismic analysis of the building setting forth the result of the work inspected. Such report shall be submitted to the Building Official for approval as part of the structural analysis. All testing shall be performed in accordance with the requirements specified in this subsection by a testing agency approved by the Building Official. An accurate record of all such tests and their location in the building shall be recorded and these results shall be submitted to the Building Official for approval as part of the structural analysis.

- (2) Number and Location of Tests. The minimum number of tests shall be two (2) per wall or line of wall elements resisting a common force, or one (1) per fifteen hundred (1,500) square feet of wall surface, with a minimum of eight (8) tests in any case. The exact test or core location shall be determined at the building site by the licensed engineer or architect responsible for the seismic analysis of the subject building.
- (3) In-Place Shear Tests. The bed joints of the outer width of the masonry shall be tested in shear by laterally displacing a single brick relative to the adjacent bricks in the width. The opposite head joint of the brick to be tested shall be removed and cleaned prior to testing. The minimum quality mortar in eighty (80) percent of the shear tests shall not be less than the total of thirty (30) psi plus the axial stress in the wall at the point of the test. The shear stress shall be based on the gross area of both bed joints and shall be that at which movement of the brick is first observed.

(4) Core Tests. A minimum number of mortar test specimens equal to the number of required cores shall be prepared from the cores and tested as specified herein. The mortar joint of the outer with of the masonry core shall be tested in shear by placing the circular core section in a compression testing machine with the mortar bed joint rotated fifteen (15) degrees from the axis of the applied load. The mortar joint tested in shear shall have an average ultimate stress of twenty (20) psi based on the gross area. The average shall be obtained from the total number of cores made. The average shall be obtained from the total number of cores made. If test specimens cannot be made from cores taken then shear value shall be reported as zero.

(f) TESTING OF SHEAR BOLTS. One-fourth ($\frac{1}{4}$) of all new shear bolts and dowels embedded in unreinforced masonry walls shall be tested by a registered deputy building inspector using a torque calibrated wrench to the following minimum torques:

One-half ($\frac{1}{2}$) inch diameter bolts or dowels—forty (40) foot-lbs.

Five-eighths ($\frac{5}{8}$) inch diameter bolts or dowels—fifty (50) foot-lbs.

Three-fourths ($\frac{3}{4}$) inch diameter bolts or dowels—sixty (60) foot-lbs.

No bolts exceeding one-fourth ($\frac{1}{4}$) inch shall be used. All nuts shall be installed over malleable iron or plate washers when bearing on wood, and heavy cut washers when hearing on steel.

(g) DETERMINATION OF ALLOWABLE STRESSES FOR DESIGN METHODS BASED ON TEST RESULTS.

(1) Design Shear Values. Design seismic in-place shear stresses shall be substantiated by tests performed as specified in ~~Section 1613.10(e)(3) and (4) the 2019 CBC.~~ Design stresses shall be related to test results obtained in accordance with Table No. 23-U. Intermediate values between three (3) and ten (10) psi may be interpolated.

(2) Design Compression and Tension Values. Compression stresses for unreinforced masonry having a minimum design shear value of three (3) psi shall not exceed one hundred (100) psi. Design tension values for unreinforced masonry shall not be permitted.

(h) Five (5) percent of the existing rod anchors utilized as all or part of the required wall anchors shall be tested in pullout by an approved testing laboratory. The minimum number tested shall be four (4) per floor, with two (2) tests at walls with joist framing into the wall and two (2) tests at walls with joist parallel to the wall. The test apparatus shall be supported on the masonry wall of a minimum distance of the wall thickness from the anchor tested. The rod anchor shall be given a preload of three hundred (300) pounds prior to establishing a datum for recording elongation. The tension test load report shall be recorded at one-eighth ($\frac{1}{8}$) inch relative movement of the anchor and the adjacent masonry surface. Results of all tests shall be reported. The report shall include the test results as related to the wall thickness and joint orientation. The allowable resistance value of the existing anchors shall be forty (40) percent of the average of those tested anchors having the same wall thickness and joint orientation.

(i) Qualification tests for devices used for wall anchorage shall be tested with the entire tension load carried on the enlarged head at the exterior face of the wall. Bond on the part of the device between the enlarged head and the interior wall face shall be eliminated for the qualification tests. The resistance value assigned the device shall be twenty (20) percent of the average of the ultimate loads.

SECTION 20. Section 15.36.110 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.110 – ~~CBC Section 1613.11 added~~ – Information required on plans.

~~Section 1613.11 is added to the California Building Code to read:~~

~~1613.11 Information required on plans.~~

(a) GENERAL. In addition to the seismic analysis required pursuant to this Chapter, the licensed engineer or architect responsible for the seismic analysis of the building shall determine and record the information required by this section on the approved plans.

(b) CONSTRUCTION DETAILS. The following requirements with appropriate construction details shall be made part of the approved plans:

(1) All unreinforced masonry walls shall be anchored at the roof level by tension bolts through the wall as specified in Table No. 23-T, or by approved equivalent at a maximum anchor spacing of six (6) feet.

All unreinforced masonry walls shall be anchored at all floors with tension bolts through the wall or by existing rod anchors at a maximum anchor spacing of six (6) feet. All existing rod anchors shall be secured to the joists to develop the required forces. The Building Official may require testing to verify the adequacy of the embedded ends of existing rod anchors. Tests when required shall conform to ~~Section 1613.10(h)~~ the 2019 CBC requirements.

When access to the exterior face of the masonry wall is prevented by proximity of an existing building, wall anchors conforming to Item 5 and 6 in Table 23-T may be used.

Alternative devices to be used in lieu of tension bolts for masonry wall anchorage shall be tested as specified in ~~Section 1613.10(i)~~ the 2019 CBC requirements.

(2) Diaphragm chord stresses of horizontal diaphragm shall be developed in existing materials or by addition of new materials.

(3) Where trusses and beams other than rafters or joists are supported on masonry, ledges or columns shall be installed to support vertical loads of the roof or floor members.

(4) Parapets and exterior wall appendages not capable of resisting the forces specified in this section shall be removed, stabilized or braced to ensure that the parapets and appendages remain in their original position.

(5) All deteriorated mortar joints in unreinforced masonry walls shall be pointed with Type S or N mortar. Prior to any pointing, the wall surface must be raked and cleaned to remove loose and deteriorated mortar. All preparation and pointing shall be done under continuous inspection of a registered deputy building inspector certified to inspect masonry or concrete. At the conclusion of the project, the inspector shall submit a written report to the Building Official setting forth the portion of work inspected.

(6) Repair details of any cracked or damaged unreinforced masonry wall required to resist forces specified in this division.

(c) **EXISTING CONSTRUCTION.** The following existing construction information shall be made part of the approved plans:

(1) The type and dimensions of existing walls and the size and spacing of floor and roof members.

- (2) The extent and type of existing wall anchorage to floors and roof.
- (3) The extent and type of parapet corrections which had been performed on the building subsequent to initial construction.
- (4) Accurately dimensioned floor plans and masonry wall elevations showing dimensioned openings, piers, wall thickness and heights.
- (5) The location of cracks and damaged portions of unreinforced masonry walls requiring repairs.
- (6) The type of interior wall surfaces and if reinstalling or anchoring of ceiling plaster is necessary.
- (7) The general condition of the mortar joints and if joints need pointing.

SECTION 21. Section 15.36.120 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.120 – ~~Table 23-M added to CBC Chapter 16 – Rating classifications.~~ Risk Category Occupancy

~~Table 23-M is added to Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-M
RATING CLASSIFICATIONS RISK CATEGORY OCCUPANCY

TYPE OF BUILDING	<u>RISK CATEGORY OCCUPANCY</u>
Essential building	I <u>IV</u>
High-risk building	II <u>III</u>
Medium-risk building	III <u>II</u>
Low-risk building	IV <u>I</u>

SECTION 22. Section 15.36.130 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.130 – ~~Table 23-N added to CBC Chapter 16 – Time limits for compliance.~~

~~Table 23-N is added to Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-N
TIME LIMITS FOR COMPLIANCE

<u>RATING CLASSIFICATION RISK CATEGORY OCCUPANCY</u>	COMPLETION OF ANALYSIS WITHIN	OBTAIN BUILDING PERMIT WITHIN	COMMENCE CONSTRUCTION WITHIN	COMPLETE CONSTRUCTION WITHIN
I <u>III & IV</u>	90 days	90 days*	180 days**	2 years**
<u>II</u>	90 days	90 days*	180 days**	2 years**
<u>III & IV</u> I	1 year	90 days*	180 days**	3 years**

* Measured from completion date of structural analysis.

** Measured from the date of building permit issuance.

SECTION 23. Section 15.36.140 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.140 – Table 23-O ~~added to CBC Chapter 16~~ – Horizontal force factors based on ~~rating classification~~. Risk Category Occupancy shall not be less than:

~~Table 23-O is added to Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-O
HORIZONTAL FORCE FACTORS
BASED ON RATING CLASSIFICATION RISK CATEGORY OCCUPANCY

<u>RATING CLASSIFICATION RISK CATEGORY OCCUPANCY</u>	
I <u>III & IV</u>	0.186
<u>II</u>	0.133
<u>III & IV</u> I	0.100

SECTION 24. Section 15.36.150 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.150 – Table 23-P ~~added to CBC Chapter 16~~ – Horizontal seismic force important factors "Ie" for parts or portions of structures.

~~Table 23-P is added to Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-P
HORIZONTAL SEISMIC FORCE IMPORTANT FACTORS "Ie"
FOR PARTS OR PORTIONS OF STRUCTURES

RATING CLASSIFICATION RISK CATEGORY OCCUPANCY	IS le
I IV	1.50
II III	1.00 1.25
III & IV I & II	0.75 1.00

SECTION 25. Section 15.36.160 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.160 – ~~Table 23-Q added to CBC Chapter 16~~ – Horizontal force factor “Cp” for parts or portions of buildings or other structures shall be designed and constructed in comply with the requirements and regulations in 2019 CBC including ASCE 7-10 Chapters 13 through 15. ~~However, the horizontal force shall not be less than Table NO. 23-Q~~

~~Table 23-Q is added to Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-Q
HORIZONTAL FORCE FACTOR "Cp" FOR PARTS OR PORTIONS
OF BUILDINGS OR OTHER STRUCTURES

Part or Portion of Buildings	Direction of Force	Value of Cp
Exterior bearing and nonbearing walls; interior bearing walls and partitions; interior nonbearing walls and partitions over ten (10) feet in height; masonry fences over 6 feet in height.	Normal to flat	0.20
Cantilever parapet and other cantilever walls, except retaining walls.	Normal to flat	1.00
*		

~~*(too large to print; no changes to table content)~~

Notes:

(1) ~~See Section 1613.9(b) for use of Cp.~~

(2) ~~When located in the upper portion of any building with a ratio of five (5) to one (1) or greater, the value shall be increased by fifty (50) percent.~~

(3) ~~For flexible and flexibly mounted equipment and machinery, the appropriate value for Cp shall be determined with consideration given to both the dynamic properties of the equipment and machinery and to the building or structure in which it is placed.~~

~~(4) The W_p for storage racks shall be the weight of the racks plus contents. The value of C_p for racks over two (2) storage support levels in height shall be zero point sixteen (0.16) for the levels below the top two (2) levels.~~

~~(5) The design of the equipment and machinery and their anchorage is an integral part of the design and specification of such equipment and machinery. The structure to which the equipment or machinery is mounted shall be capable of resisting the anchorage forces~~

~~(6) Floors and roofs acting as diaphragms shall be designed for a minimum force resulting from a C_p of point twelve (.12) applied to the W_p unless a greater force results from the distribution of lateral forces in accordance with Section 1613.10(e).~~

SECTION 26. Section 15.36.170 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.170 – Table 23-R added to CBC Chapter 16 – Allowable value of height – thickness ratio of unreinforced masonry (URM) walls with minimum quality mortar.

Table 23-R is added to Chapter 16 of the California Building Code to read:

TABLE NO. 23-R
ALLOWABLE VALUE OF HEIGHT-THICKNESS RATIO OF
UNREINFORCED MASONRY WALLS WITH MINIMUM QUALITY MORTAR ^{1,2}

	BUILDINGS WITH CROSSWALLS AS DEFINED BY <u>Los Angeles Municipal Code ("LAMC") SECTION 91.8803</u> UNREINFORCED MASONRY (URM) RETROFIT	ALL OTHER BUILDINGS
Walls of one-story buildings	<u>16</u>	13
First-story wall of multistory buildings	<u>16</u>	15
Walls in top story of multistory buildings	14	9
All other walls	<u>16</u>	13

¹ ~~Minimum quality mortar shall be determined by Laboratory testing in accordance with Section 1613.10(e).~~

²Table No. 23-R is not applicable to buildings of Risk Category Occupancies III and IV. Rating Classification-I. Walls of buildings within Rating Classification-I shall be analyzed in accordance with Section 1613.9(f). Walls of buildings with Risk Category III and IV shall be analyzed and constructed in accordance with 2019 CBC.

SECTION 27. Section 15.36.180 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.180 – Table 23-S added to ~~CBC Chapter 16~~ – Values for existing materials.

~~Table 23-S is added to Chapter 16 of the California Building Code to read:~~

**TABLE NO. 23-S
VALUES FOR EXISTING MATERIALS**

NEW MATERIALS OR CONFIGURATION OF MATERIALS ¹	ALLOWABLE VALUES
1. HORIZONTAL DIAPHRAGMS	
a. Roofs with straight sheathing and roofing applied directly to the sheathing.	100 lbs. per foot for seismic shear.
b. Roofs with diagonal sheathing and roofing applied directly to the sheathing.	400 lbs. per foot for seismic shear.
c. Floors with straight tongue-and-groove sheathing.	150 lbs. per foot for seismic shear.
d. Floors with straight sheathing and finished wood flooring.	300 lbs. per foot for seismic shear.
e. Floors with diagonal sheathing and finished wood flooring.	450 lbs. per foot for seismic shear.
f. Floors or roofs with straight sheathing and plaster applied to the joist or rafters. ²	Add 50 lbs. per foot to the allowable values for items 1(a) and 1(c).
2. SHEAR WALLS	
Wood stud walls with lath and plaster.	100 lbs. per foot each side for seismic shear.
3. PLAIN CONCRETE FOOTINGS	$f'_c = 1500$ psi unless otherwise shown by tests.
4. DOUGLAS FIR WOOD	Allowable stress same as No. 1 D.F.L. ²
5. REINFORCING STEEL	$f_s = 18,000$ lbs. per square inch maximum. ²
6. STRUCTURAL STEEL	$f_s = 20,000$ lbs. per square inch maximum. ²
*	

*(too large to print; no changes to table content)

- 1 Material must be sound and in good condition.
- 2 Stresses given may be increased for combinations of loads as specified in Section 2330(g)2. LABC 8808 Document P/BC 2020-053.

SECTION 28. Section 15.36.190 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.190 – Table 23-T added to CBC Chapter 16 – Allowable values of new materials used in conjunction with existing construction.

~~Table 23-T is added to 8808 Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-T

ALLOWABLE VALUES OF NEW MATERIALS USED IN CONJUNCTION WITH EXISTING CONSTRUCTION

NEW MATERIALS OR CONFIGURATION OF MATERIALS ¹	ALLOWABLE VALUES
1. HORIZONTAL DIAPHRAGMS	
Plywood sheathing applied directly over existing straight sheathing with ends of plywood sheets bearing on joists or rafters and edges of plywood located on center of individual sheathing boards.	Same as specified in Table No. 25-J of this code <u>Table C of LABC 8808</u> for blocked diaphragms.
2. SHEAR WALLS	
(a) Plywood sheathing applied directly over existing wood studs. No value shall be given to plywood applied over existing plaster or wood sheathing.	Same as values specified in Table No. 25-K <u>Table C of LABC 8808</u> for shear walls.
(b) Drywall or plaster applied directly over existing wood studs.	75 percent of the values specified in Table <u>Table C of LABC 8808</u> No. 47-I.
(c) Drywall or plaster applied to plywood sheathing over existing wood studs.	33- 1/3 percent of the values specified in <u>Table C of LABC 8808</u> Table No. 47-I.
3. SHEAR BOLTS	
Shear bolts and shear dowels embedded a minimum of 8 inches into unreinforced masonry walls. Bolt centered in a 2-½ inch diameter bolt with dry-pack or nonshrink grout around circumference of bolt or dowel. ^{1, 3}	100 percent of the values for solid masonry specified in <u>Table C of LABC 8808</u> . Table No. 24-G. No values larger than those given for ¾ inch bolts shall be used.
4. TENSION BOLTS	

NEW MATERIALS OR CONFIGURATION OF MATERIALS ¹	ALLOWABLE VALUES
Tension bolts and tension dowels extending entirely through unreinforced masonry walls secured with bearing plates on far side of wall with at least 30 square inches of area. ^{2, 3}	1200 lbs. per bolt or dowel.
5. WALL ANCHORS	
(a) Bolts extending to the exterior face of the wall with a 2-½ inch round plate under the head. Install as specified for shear bolts. Spaced not closer than 12 inches on centers. ^{1, 2, 3}	600 lbs. per bolt.
(b) Bolts or dowels extending to the exterior face of the wall with a 2-½ inch round plate under the head and drill at an angle of 22-½ degrees to the horizontal. Installed as specified for shear bolts. ^{1, 2, 3}	1200 lbs. per bolt or dowel.
6. INFILLED WALLS	
Reinforced masonry infilled openings in existing unreinforced masonry walls with keys or dowels to match reinforcing.	Same as values specified for unreinforced masonry walls.
7. REINFORCED MASONRY	
Masonry piers and walls reinforced per Section 2417 and 2418 <u>LABC 8808</u> .	Same as values specified in Table No. 24-B Table C of <u>LABC 8808</u> .
8. REINFORCED CONCRETE	
Concrete footings, walls and piers reinforced as specified in Chapter 26 <u>LABC8808</u> and 2019 CBC and designed for tributary loads.	Same as values specified in Chapter 26 of this code. <u>LABC 8808 (Document No P/BC 2020-053)</u> and 2019CBC
9. EXISTING FOUNDATION LOADS	
Foundation loads for structures exhibiting no evidence of settlement.	Calculated existing foundation loads due to maximum dead load plus live load may be increased 25 percent for dead load, and may be increased 50 percent for dead load plus seismic load required by section.
*	

*(too large to print; no changes to table content)

¹ Bolts and dowels to be tested as specified in Section 1613.10. LABC 8808 (Document No P/BC 2020-053).

² Bolts and dowels to be ½-inch minimum in diameter.

³ Drilling for bolts and dowels shall be done with an electric rotary drill. Impact tools shall not be used for drilling holes or tightening anchor and shear bolt nuts.

SECTION 29. Section 15.36.200 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.200 – ~~Table 23-U added to CBC Chapter 16~~ – Allowable shear stress for tested unreinforced masonry walls.

~~Table 23-U is added to Chapter 16 of the California Building Code to read:~~

TABLE NO. 23-U
ALLOWABLE SHEAR STRESS FOR TESTED
UNREINFORCED MASONRY WALLS

30 PERCENT OF TEST RESULTS IN PSI NOT LESS THAN	AVERAGE TEST RESULTS OF CORES IN PSI	SEISMIC IN-PLANE SHEAR BASED ON GROSS AREA
30 plus axial stress	20	3 psi*
40 plus axial stress	27	4 psi*
50 plus axial stress	33	5 psi*
100 plus axial stress	67 or more	10 psi max.*

* Allowable shear stress may be increased by addition of 10 percent of the axial stress due to the weight of the wall directly above.

SECTION 30. ADDITIONAL AMENDMENTS, NO FINDINGS REQUIRED.
Certain Sections of Chapter 15.04 are also hereby amended without the need to adopt findings. (Deletions in ~~striketrough~~ and additions in underline).

SECTION 31. Section 15.04.10 of Chapter 15.04 of the MMC is hereby amended to read as follows:

15.04.010 – Adoption.

Subject to certain changes and amendments as hereinafter set forth in this chapter, the city council does adopt as the building regulations for the city, the California Building Code (Title 24 or "CBC") ~~Code Volumes 1 and 2, 2016 edition with errata (Title 24, part 2, California Code of Regulations)~~, based on the ~~2015~~ International Building Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code consists of a published compilation of rules, regulations, and standards pertaining to the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area and

maintenance of all buildings and all structures. The code shall govern, regulate and control all of the activities therein referred to be conducted within the city. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part thereof as though fully set in this chapter.

SECTION 32. Section 15.04.030 of Chapter 15.04 of the MMC is hereby amended to read as follows:

15.04.30 – Building permit fees.

~~Section 109.2 of the California Building Code is amended to read as follows:~~

~~Section 109.2. Building Permit Fees.~~ A fee for each building permit shall be paid to the City in an amount set by City Council resolution.

Plan Checking Fees. When the valuation of the proposed construction exceeds \$1,000.00 and a plan is required to be submitted by subsection 107, a plan checking fee, in an amount set by City Council resolution, shall be paid to the City at the time of submitting plans and specifications for checking.

When plans are incomplete, or changed so as to require additional plan checking, an additional plan check fee shall be charged at a rate established by the Building Official.

SECTION 33. Section 15.12.010 of Chapter 15.12 of the MMC is hereby amended to read as follows:

15.12.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt, as the mechanical regulations for the city, the 2019 California Mechanical Code (CMC), ~~2016 edition with errata~~ (Title 24, Part 4, California Code of Regulations), based on the 2018 2015 Uniform International Mechanical Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code") which provides for the protection of the public health and safety by prescribing minimum standards for the use, design and installation of heating and cooking equipment, boilers, and similar equipment, and requires a permit and inspection for the installation, alteration and replacement of such equipment. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 34. Section 15.12.020 of Chapter 15.12 of the MMC is hereby amended to read as follows:

15.12.20 – CMC Section

~~Section 110.1 of the California Mechanical Code is hereby amended to read as follows:~~

~~Section 107.7.~~ In order to determine the suitability of alternate materials and types of construction, and to provide a reasonable interpretation of the provisions of this Code, the City Council shall act as the Board of Appeals, as referred to in this Code.

SECTION 35. Section 15.12.030 of Chapter 15.12 of the MMC is hereby amended to read as follows:

15.12.030 – ~~CMC Section 104.5 amended~~ – Permit fees.

~~Section 104.5 of the California Mechanical Code is amended to read as follows:~~

~~Section 104.5.~~ Any person desiring a permit required by this Code shall, at the time of filing an application therefore, pay a fee in the amount set by City Council Resolution.

SECTION 36. Section 15.16.010 of Chapter 15.16 of the MMC is hereby amended to read as follows:

15.16.010 – Adoption

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt, as the housing regulations for the city, the California Building Code Volumes 1 and 2, 2016 edition with errata (Title 24, part 2, California Code of Regulations), based on the 2015 International Building Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"), which provides minimum requirements for the protection of life, limb, property, safety and welfare of the general public and the owners and occupants of residential buildings. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 37. Section 15.20.010 of Chapter 15.20 of the MMC is hereby amended to read as follows:

15.20.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth is this chapter, the city council does adopt as the plumbing regulations for the city, the 2019 California Plumbing Code (CPC) , ~~2016 edition with errata~~ (Title 24, ~~Part 5~~, California Code of Regulations), based on the ~~2015-2018~~ Uniform International Plumbing Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code") which establishes the minimum regulations for the installation, alteration or repair of plumbing, gas and drainage systems and the inspection thereof. One copy of the code is on file in the office of the city clerk for public inspection; and the same is made a part hereof as though fully set forth in this chapter.

SECTION 38. Section 15.20.020 of Chapter 15.20 of the MMC is hereby amended to read as follows:

15.20.020 – ~~CPC Section 104.5 amended.~~ Fee

~~Section 104.5 of the California Plumbing Code is amended to read as follows:~~

Any person desiring a permit required by this code shall, at the time of filing an application, pay a fee to the City in the amount set by City Council Resolution.

SECTION 39. Section 15.24.010 of Chapter 15.24 of the MMC is hereby amended to read as follows:

15.24.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the electrical regulations for the City, the 2019 California Electrical Code, ~~2016 edition with errata~~ (Title 24, ~~Part 3~~, California Code of Regulations), based on the ~~2011~~ 2014 National Electrical Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, locations, operations, and maintenance of electrical systems, equipment and appliances. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 40. Section 15.28.010 of Chapter 15.28 of the MMC is hereby amended to read as follows:

15.28.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth, the city council does adopt, as the sign regulations for the city, the 2019 California Building Code ~~Volumes 1 and 2, 2016 edition with errata~~ (Title 24, ~~part 2,~~ California Code of Regulations) including but not limited to Chapter 3 and Appendix H, based on the ~~2015~~ 2018 International Building Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"), which provides minimum requirements for the protection of life, limbs, property, safety, and welfare of the general public and the owners of signs. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 41. Section 15.32.010 of Chapter 15.32 of the MMC is hereby amended to read as follows:

15.32.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the fire regulations for the city, the 2019 California Fire Code, ~~2016 edition with errata~~ (Title 24, ~~Part 9,~~ California Code of Regulations), based on the ~~2015-2018~~ International Fire Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the conditions hazardous to life and property from fire or explosion. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 42. Section 15.36.010 of Chapter 15.36 of the MMC is hereby amended to read as follows:

15.36.010 – Adoption

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the seismic safety regulations for the city, the 2019 California Building Code, ~~2016 edition with errata~~ (Title 24, ~~Part 2,~~ California

Code of Regulations), ~~including but not limited to Chapter 16,~~ based on the ~~2015~~ 2018 International Building Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the hazardous to life and property from seismic activity is made a part as though fully set forth in this chapter. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 43. Section 15.60.010 of Chapter 15.60 of the MMC is hereby amended to read as follows:

15.60.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the green building regulations for the city, the 2019 California Green Building Standards Code, ~~2016 edition with errata~~ (Title 24, ~~Part 44,~~ California Code of Regulations), and is also called the CALGreen Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards for the purpose of improving public health, safety and general welfare by enhancing the design and construction of buildings through the use of building concepts having a positive environmental impact and encouraging sustainable construction practices in planning and design, energy efficiency, water efficiency and conservation, material conservation and resource efficiency and environmental air quality. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 44. Section 15.64.010 of Chapter 15.64 of the MMC is hereby amended to read as follows:

15.64.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the building standards administration regulations for the city, the 2019 California Building Standards Administration Code, ~~2016 edition with errata~~ (Title 24, ~~Part 1,~~ California Code of Regulations), and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards for the administration of building standards within the city.

One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 45. Section 15.68.010 of Chapter 15.68 of the MMC is hereby amended to read as follows:

15.68.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the residential regulations for the city, the 2019 California Residential Code, 2016 edition with errata (Title 24, ~~Part 2.5~~, California Code of Regulations), based on the 2015-2018 International Residential Code, and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides minimum standards for dwellings within the city. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 46. Section 15.70.010 of Chapter 15.70 of the MMC is hereby amended to read as follows:

15.70.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the energy regulations for the city, the California Energy Code, ~~2016 edition with errata~~ (Title 24, ~~Part 6~~, California Code of Regulations), and as thereafter amended and published from time to time, by the California Building Standards Commission (hereinafter referred to as the "code"). The code provides energy standards within the city. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 47. Section 15.74.010 of Chapter 15.74 of the MMC is hereby amended to read as follows:

15.74.010 – Adoption.

Subject to certain changes and amendments hereinafter set forth in this chapter, the city council does adopt as the referenced standards regulations for the city, the California Referenced Standards Code, ~~2016 edition with errata~~ (Title 24, ~~Part 12~~, California Code of Regulations), and as thereafter amended and published from time to time, by the California Building Standards Commission

(hereinafter referred to as the "code"). The code provides referenced standards within the city. One copy of the code is on file in the office of the city clerk for public inspection, and the same is made a part hereof as though fully set forth in this chapter.

SECTION 48. EFFECT. All previously adopted local amendments shall remain in full force and effect.

SECTION 49. CONSTRUCTION. This Ordinance must be broadly construed in order to achieve the purposes stated in this Ordinance. It is the City Council's intent that the provisions of this Ordinance be interpreted or implemented by the City and others in a manner that facilitates the purposes set forth in this Ordinance.

SECTION 50. ENFORCEABILITY. Repeal of any provision of the MMC does not affect any penalty, forfeiture, or liability incurred before, or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance's effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 51. CEQA FINDINGS. This Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3), because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The proposed Ordinance maintain the status quo and prevents changes in the environment pending the completion of the contemplated municipal code review. Because there is no possibility that the Ordinance may have a significant adverse effect on the environment, the adoption of the Ordinance is exempt from CEQA.

SECTION 52. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 53. EFFECTIVE DATE. The City Clerk shall certify to the passage of this Ordinance and shall cause this ordinance to be published and/or posted as required by law and said Ordinance shall become effective 30 days after its passage.

SECTION 54. FILING. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

PASSED, APPROVED AND ADOPTED this ____ day of May 2020.

Salvador Melendez, Mayor

APPROVED AS TO FORM

Arnold M. Alvarez-Glasman
City Attorney

ATTEST:

Irma Barajas
City Clerk

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: Joseph A. Palombi, Director of Planning and Community Development
Arnold M. Alvarez-Glasman, City Attorney
Norma Copado, Assistant City Attorney

SUBJECT: First Amendment to, and Assignment and Assumption of, Commercial Cannabis Business Development Agreements

DATE: May 27, 2020

RECOMMENDATION

It is recommended that the City Council:

1. Approve, in substantially the form as presented, two (2) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreement Nos. 11-19, 26-19, and 28-19 for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2. Condition the approval of each of the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than July 13, 2020, and on a case-by-case basis, authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicants additional time if necessary in light of the current COVID-19 logistical limitations; and
3. Adopt findings contained herein exempting the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and
4. Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

BACKGROUND

On September 13, 2017, the City of Montebello (the “City”) adopted Ordinance Nos. 2399 and 2400 adding Chapters 5.90 and 17.71 to the City Municipal Code allowing cannabis cultivation, manufacturing, and testing with a required development agreement and conditional use permit under specified location restrictions.

On June 13, 2018, the City adopted Ordinance Nos. 2404 and 2405, adding delivery-only retail sales and distribution along with cultivation, manufacturing, and testing as conditionally approved activities/uses in the M-1 and M-2 zones with a required development agreement and sensitive use buffer of 600 feet from residential zones and other sensitive uses.

On February 13, 2019, the City Council held a public hearing for the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators, adopted cannabis business application fees, and established a conditional use permit filing due date of March 4, 2019 for said operators.

Since the March 4, 2019 conditional use permit filing deadline, multiple departments of City staff and the City Attorney’s Office has worked with said operators to finalize the conditional use permit application and negotiate a final development agreement, respectively. Prior to today’s meeting, the City has already approved both the conditional use permit and development agreement for twenty (20) operators. Additionally, at the October 15, 2019 Planning Commission meeting, the Planning Commission approved one (1) conditional use permit, and at the November 5, 2019 Planning Commission meeting, the Planning Commission approved three (3) conditional use permits. The latter three (3) conditional use permits were originally Phase 2 applicants that were temporarily stayed from Phase 3 consideration. On December 18, 2019, City Council approved the final four (4) cannabis development agreements for the four (4) operators who were granted said conditional use permits on October 15, 2019 and November 5, 2019.

On February 3, 2020, City Council approved the transfer of, and/or modifications to, ownership of four (4) development agreements. However, one of the proposed new owners did not subsequently meet or complete the material conditions to execute the modification, therefore same became null and void and is now subject to a new proposed transfer (i.e., Development Agreement No. 11-19).

ANALYSIS

Of the twenty-four (24) already approved Commercial Cannabis Business Development Agreements (“Development Agreements”), three (3) applicants with fully executed Development Agreements submitted a written application form, with supporting documentation and application fees to the City, seeking modifications to their

Development Agreements. Article 19 of the Development Agreement, “Assignment by Owner,” prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner’s interests, rights, duties, and obligations described in Development Agreement *without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.*

The three (3) requests before the City Council on May 27, 2020 include transfers and/or changes in ownership. Table 1, below, illustrates the three (3) First Amendments to, and Assignments and Assumptions of, Commercial Cannabis Development Agreements, (“First Amendments”) that are being recommended for approval to the City Council by City staff at the May 27, 2020 meeting.

TABLE 1 – First Amendments to Development Agreements Recommended for City Council Approval			
DA #	Applicant	Activity	Project Location
11-19	Green Hearts, LLC	C/M/D/DR	7895 Telegraph Road
26-19	Telem Enterprises, LLC	D/DR	8127 Slauson Avenue
28-19	MTN Group, Inc.	C//M/D/DR	8040 Slauson Avenue

Key: C – Cultivation | M – Manufacturing | D – Distribution | DR – Delivery-Only Retail

The proposed transfers and/or changes of ownership are as found in Table 2.

TABLE 2 – Proposed Transfers and/or Changes in Ownership			
DA #	Applicant (“Assignor”)	Type of Change	Proposed New Owner and Legal Entity (“Assignee”)
11-19	Green Hearts, LLC	100% Transfer to New Entity	SAM-KAP, Inc.
26-19	Telem Enterprises, LLC	100% Transfer to New Entity, with some original individual owner(s) remaining the same, but adding new individual owner(s) as well	Centro, LLC
28-19	MTN Group, Inc.	50% and 40% Sale/Transfer to New and Additional Owners, Respectively, Under Amended, Same Entity	MTN Group, Inc.

In accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form seeking a modification to the Development Agreement and respective Conditional Use Permit (“CUP”), for City’s consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the terms of the

Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP.

The three (3) First Amendments are intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and to ensure same are executed with the consent of City of Montebello as contemplated in the Development Agreement.

In the event of missing or incomplete application information, or exhibits to the First Amendments, if any, staff is recommending that City Council condition the approval of each of the three (3) First Amendment to, and Assignment and Assumption of, Cannabis Business Development Agreements on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than July 13, 2020. However, on a case-by-case basis, staff is recommending that City Council authorize Director of Planning and Community Development Joseph Palombi discretion to provide the applicants additional time, if necessary, in light of the current COVID-19 logistical limitations.

ENVIRONMENTAL ASSESSMENT

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that approval of these First Amendments to development agreements qualify as a project pursuant to CEQA. As such, staff determined that the proposed projects anticipated by the First Amendments to development agreements require CEQA compliance. After a thorough examination of the project applications of each proposed facility, including, but not limited to, standard operating procedures ("SOPs"), security plan, site plan and environmental data form, staff determined that the projects meet the provisions of CEQA Categorical Exemptions. These categorical exemptions were mandated by Public Resource Code Section 21084 and listed as a part of the CEQA Guidelines by the Secretary for Resource in Article 19 of the CEQA Guidelines.

Additionally, the projects contemplated by First Amendment Nos. 11-19, 26-19 and 28-19, were already previously analyzed for environmental impacts, and include only minor interior alterations to the respective subject property. This zone was previously analyzed for environmental impacts with the approval of the conditional use permits for the subject property. Impacts were evaluated based on the anticipated activities likely to

occur in such zone and City staff has determined that such “project”, pursuant to the California Environmental Act (CEQA) Section 15301 (Existing Facilities) Class 1, consist of projects characterized as existing facilities meeting the following conditions described in said section:

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public and private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
4. The project site has no value as habitat for endangered, rare or threatened species.
5. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
6. The site can be adequately served by all required utilities and public services.

Commercial cannabis activities are like in nature to those uses allowed by right currently existing or allowed in the M-1 and M-2 zones in which commercial cannabis activities are proposed. Further, as referenced hereinabove, each of the proposed three (3) projects have been approved as conditionally allowed uses by the Planning Commission, and a determination at that time was made that the projects were categorically exempt. Therefore, there is no nexus between commercial cannabis activities and additional significant environmental impacts in the zones that allow such activities.

There has been no scientific or factual data presented, to date, identifying any direct or indirect environmental impacts resulting from the manufacturing process or any other cannabis related activity. In fact, many of the processes used in the manufacturing of cannabis, like extraction methods, are currently used in other manufacturing industries. Furthermore, impacts can be mitigated or otherwise regulated by the permitting process of other regulatory agencies. For example, all manufacturing facilities are required to obtain approvals and permits by the Fire Department and regional air quality management districts.

None of the conditions described in CEQA Guidelines, requiring the preparation of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report, will occur as part of the proposed projects contemplated as part of the DAs. The City Council has the authority and discretion to make findings exempting the approval of the Development Agreement from further CEQA review. Therefore, in accordance with Section 15061(d) of the CEQA Guidelines, the City staff recommends that the City Council adopt these findings exempting the development agreements from further

CEQA review and direct staff to file a Notice of Exemption for each project recommended for approval. In this regard, a Notice of Exemption from the California Environmental Quality Act CEQA for each development agreement have been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code of Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval. The subject development agreements are "projects" that are subject to environmental review.

FISCAL IMPACT

The recommended action will have a substantially positive fiscal impact to the City by generating operating fees based on the aforementioned gross receipts' percentages and square footage, as applicable, and annual community benefit fees in the annual amount of \$50,000.00 per location.

SUMMARY

City staff recommends that the City Council approve three (3) First Amendments to cannabis business development agreements for the operation of commercial cannabis activities in the City of Montebello, and adopt findings contained herein exempting the First Amendments to the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for each project recommended for approval.

ATTACHMENTS

1. First Amendment to Cannabis Development Agreement No. 11-19
2. First Amendment to Cannabis Development Agreement No. 26-19
3. First Amendment to Cannabis Development Agreement No. 28-19

**FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL
CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 11-19**

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 11-19 (the "First Amendment") is entered into this _____ day of _____, 2020, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, and SAM-KAP, INC. ("Assignee/New Owner") a California corporation.

GREEN HEARTS, LLC ("Former Owner"), a California limited liability company, assigning to SAM-KAP, INC., may also be referred to herein as ("Assignor"). City, Former Owner, and Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 11-19:

RECITALS

A. **WHEREAS**, on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS**, on June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS**, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, on March 4, 2019, Former Owner applied to this City for a Conditional Use Permit ("CUP") to conduct commercial cannabis activities.

E. **WHEREAS**, after conducting a duly noticed CUP hearing on July 2, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP NO. 11-19.

F. **WHEREAS**, on August 5, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 11-19 BETWEEN THE CITY OF MONTEBELLO AND GREEN HEARTS, LLC" (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's

interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS**, pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS**, on February 3, 2020, the City Council of the City of Montebello reviewed, considered, and conditionally approved a First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 11-19, by and between the CITY OF MONTEBELLO and an amended version of GREEN HEARTS, LLC. However, said First Amendment did not come into effect as the proposed new owners did not meet or fully satisfy and complete the required conditions within the City deadline in order to make the First Amendment effective, including, but not limited to, complete information and documentation supporting the application for the First Amendment were not submitted to the City, and the Exhibits to the First Amendment were not finalized, and same were not executed and/or notarized by all affected parties. Accordingly, the conditionally approved First Amendment was not signed and executed and is of no force and effect.

J. **WHEREAS**, at this time, it is now the intention of GREEN HEARTS, LLC ("Assignor") to assign/transfer 100% of its interest to the Development Agreement and CUP to SAM-KAP, Inc. ("Assignee/New Owner") wherein Assignee/ New Owner now becomes 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

K. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP. Assignor and Assignee have executed an "Assignment and Assumption Agreement", which is attached and incorporated herein as Exhibit "1".

L. **WHEREAS**, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 7895 Telegraph Road, Montebello, CA, 90640, with Assessor Parcel Number 6368-001-025 ("Property" or "Site").

M. **WHEREAS**, this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

N. **WHEREAS**, on May 27, 2020, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND

ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 11-19, by and between the CITY OF MONTEBELLO and Assignee and New Owner SAM-KAP, Inc.

O. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. With the execution of the "Assignment and Assumption Agreement", which is attached and incorporated herein as Exhibit "1", Assignor assigned, transferred, and conveyed to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights"), and Assignee thereby and hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights Upon the execution of this First Amendment by Assignee and City, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.2. This First Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.3. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements, including the attached Exhibit "1".

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

- 2.6.a. Exhibit D: Recorded Grant Deed or Copy of Title of Real Property
- 2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
- 2.6.c. Exhibit F: Conditions of Approval
- 2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent
- 2.6.e. Exhibit 1: Executed Assignment and Assumption Agreement

Section 3: **Amendments to Development Agreement.** The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. *Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.*

Owner: **SAM-KAP, INC.**

Nature of Interest: Partial property owner of Site.

A true and correct copy of a recorded grant deed, or copy of title of real property is attached hereto as Exhibit D, and incorporated herein by this reference.

Because Owner SAM-KAP is not the sole fee simple owner of the Site, box below is checked off:

[x] Owner represents and warrants that the property owner have consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.2. *Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.*

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Shahan Kaprielian, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.3. *Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.*

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Shahan Kaprielian, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and

local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.4. Section 17. CUP Conditions of Approval.

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, SAM-KAP, Inc., shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.5. Section 21. Notice.

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Montebello
 1600 W. Beverly Boulevard
 Montebello, California 90640
 Attention: City Manager

With a copy to: City Attorney
 13181 Crossroads Parkway North
 Suite 400 – West Tower

City of Industry, California 91746

If to Owner: SAM-KAP, Inc.
11903 Front Street
Norwalk, CA 90650

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. “First Amendment Effective Date” means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City’s laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the New Owner and/or Assignee, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

Salvador Melendez
Mayor

Date: _____

City Attorney
City of Montebello

Date: _____

SAM-KAP, INC.

Shahan Kaprielian
President and Director
[Assignee and New Owner]

Date: _____

**FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL
CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 26-19**

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 26-19 (the "First Amendment") is entered into this _____ day of _____, 2020, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, TELEM ENTERPRISES, LLC ("Owner"), a California limited liability company, and CENTRO, LLC ("Assignee/New Owner"), a California limited liability company. Owner may also be referred to herein as ("Assignor"). City, Owner, Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 26-19:

RECITALS

A. **WHEREAS**, on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS**, on June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS**, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities.

E. **WHEREAS**, after conducting a duly noticed CUP hearing on November 5, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP NO. 26-19.

F. **WHEREAS**, on December 18, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 26-19 BETWEEN THE CITY OF MONTEBELLO AND TELEM ENTERPRISES, LLC," (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior

written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS**, pursuant to Article 19 of the Development, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS**, it is the intention of TELEM ENTERPRISES, LLC ("Assignor") to transfer, sell and assign 100% of its interest to the Development Agreement and CUP to CENTROL, LLC ("Assignee"), becoming 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

J. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP.

K. **WHEREAS**, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 8127 Slauson Avenue, Montebello, CA, 90640, with Assessor Parcel Number 6354-030-003 ("Property" or "Site").

L. **WHEREAS**, this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

M. **WHEREAS**, on May 27, 2020, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 26-19, by and between the CITY OF MONTEBELLO, Assignor TELEM ENTERPRISES, LLC, and Assignee CENTRO, LLC.

N. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. This First Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

- 2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement
- 2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
- 2.6.c. Exhibit F: Conditions of Approval
- 2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. The Entirety of the Development Agreement: "TELEM ENTERPRISES, LLC" shall be stricken and deleted throughout the entire Development Agreement, and shall be replaced with "CENTRO, LLC."

3.2. Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.

Owner: **CENTRO, LLC**

Nature of Interest: *Lease for 5 years with Option to Renew for an additional 5 years.*

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.3. Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Jonatan Cvetko, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.4. Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Christian Nitu, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.5. Section 17. CUP Conditions of Approval.

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, collectively, CENTRO, LLC, shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.6. Section 21. Notice.

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	CENTRO, LLC 8127 Slauson Avenue Montebello, CA 90640
With a copy to:	Jonatan Cvetko

4733 Torrance Blvd. #889
Torrance, CA 90277

If to Landlord: Jack Cline, Jr.
500 Citadel Drive Suite 140
Commerce, CA 90040

With a courtesy copy to: Mikael Long
501 Esplanade Apt. 122
Redondo Beach, CA 90277

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. “First Amendment Effective Date” means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City’s laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

Salvador Melendez
Mayor

Date: _____

TELEM ENTERPRISES, LLC

Robin Robinson
Owner and Managing Member
[Assignor/Owner]

Date: _____

CENTRO, LLC

Christian Nitu, Owner and Member
[Assignee/New Owner]

Date: _____

CENTRO, LLC

Jonatan Cvetko, Owner and Member
[Assignee/New Owner]

Date: _____

CENTRO, LLC

Michael Long, Owner and Member
[Assignee/New Owner]

Date: _____

APPROVED AS TO FORM:

City Attorney
City of Montebello

Date: _____

**FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL
CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 28-19**

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 28-19 (the "First Amendment") is entered into this _____ day of _____, 2020, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, MTN GROUP, INC. ("Owner" and/or "Former Version of Corporate Owner"), a California corporation, and MTN GROUP, INC. ("Assignee/New Owner" and/or "Current Version of Corporate Owner"), a California corporation. Owner may also be referred to herein as ("Assignor"). City, Owner, Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 28-19:

RECITALS

A. **WHEREAS**, on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

B. **WHEREAS**, on June 13, 2018, Ordinances No. 2404 and 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions.

C. **WHEREAS**, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71.

D. **WHEREAS**, on October 17, 2019, Owner applied to this City for a Conditional Use Permit (*hereinafter* "CUP") to conduct commercial cannabis activities.

E. **WHEREAS**, after conducting a duly noticed CUP hearing on November 5, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP NO. 15-19.

F. **WHEREAS**, on December 18, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 28-19 BETWEEN THE CITY OF MONTEBELLO AND MTN GROUP, INC.," (the "Development Agreement").

G. **WHEREAS**, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior

written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.

H. **WHEREAS**, pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interests, rights, duties and obligations in the CUP.

I. **WHEREAS**, it is the intention of MTN GROUP, INC. ("Assignor") to change ownership, by selling 50% of its interest to GREEN HOLDINGS, LLC, a California limited liability company, and 40% of its interest to MTN FOUNDERS, LLC, a California limited liability company; and, wherein GREEN HOLDINGS, LLC has purchased 50% ownership interest and MTN FOUNDERS, LLC has purchased 40% ownership interest in, respectively, in MTN GROUP, INC. ("Assignee/New Owner" and/or "Current Version of Corporate Owner").

J. **WHEREAS**, it is the intention of MTN GROUP, INC. ("Assignor") to sell 50% and 40% of its interest to the Development Agreement and CUP to GREEN HOLDINGS, LLC and MTN FOUNDERS, LLC, respectively; and, wherein Assignee/New Owner and Current Version of Corporate Owner MTN GROUP, INC. now becomes 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein.

K. **WHEREAS**, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP.

L. **WHEREAS**, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 8040 Slauson Avenue, Montebello, CA, 90640, with Assessor Parcel Number 6368-001-002 ("Property" or "Site").

M. **WHEREAS**, this First Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and Assignee, and is executed with the consent of City of Montebello as contemplated in the Development Agreement.

N. **WHEREAS**, on May 27, 2020, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 28-19, by and between the CITY OF MONTEBELLO and Assignee and Current Version of Corporate Owner, MTN GROUP, INC.

O. **WHEREAS**, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the City

previously found that the proposed project was Categorically Exempt from California Environmental Quality Act (CEQA) requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this First Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. This First Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

- 2.6.a. Exhibit D: Recorded Grant Deed or Executed Lease Agreement
- 2.6.b. Exhibit E: Property Owner Signed and Notarized Consent Form
- 2.6.c. Exhibit F: Conditions of Approval
- 2.6.d. Exhibit G: Labor Peace Agreement or Notarized Statement of Intent

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.

Owner: **MTN GROUP, INC.**

Owner's Site Interest: Five (5) year lease term with two (2) additional sixty (60) month periods commencing when the prior term expires.

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).]

3.2: Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this First Amendment, Owner's day-to-day operations manager, Won Cho, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.3: Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Won Cho, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the Site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce

compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.4: Section 17. CUP Conditions of Approval.

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, and Current Version of Corporate Owner, collectively, MTN GROUP, INC., shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.5: Section 21. Notice.

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Montebello
 1600 W. Beverly Boulevard
 Montebello, California 90640
 Attention: City Manager

With a copy to: City Attorney
 13181 Crossroads Parkway North
 Suite 400 – West Tower
 City of Industry, California 91746

If to Owner: Lambert Hahm
 MTN Group, Inc.

915 Mateo St., No. 204
Los Angeles, CA 90021

With a copy to: Michael Azat
The Azat Law Group
1785 Locust St., Unit 3
Pasadena, CA 91106

If to Landlord: Salpaka Family Revocable Living Trust U/T/D April 26,
1989
1247 Northhampton Way
Fullerton, CA 92833

With a courtesy copy to: William and Virginia Salpaka
1247 Northhampton Way
Fullerton, CA 92833

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law - such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. “First Amendment Effective Date” means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City’s laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

Salvador Melendez
Mayor

Date: _____

MTN GROUP, INC.

Lambert Hahm
Secretary and CFO
[Assignor/Owner]

Date: _____

MTN GROUP, INC.

Alexander Baez
Member and Director
[Assignee/New Owner]

Date: _____

MTN GROUP, INC.

Sung Y. Cho
Managing Member of Green Holdings, LLC
and Director
[Assignee/New Owner]

Date: _____

MTN GROUP, INC.

Lambert Hahm
Managing Member of MTN Founders, LLC
[Assignee/New Owner]

Date: _____

APPROVED AS TO FORM:

City Attorney
City of Montebello

Date: _____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: Amendment to SEAACA Joint Powers Agreement

DATE: May 27, 2020

RECOMMENDATION

It is recommended that the City Council:

- (1) Approve a Second Amendment to the Southeast Area Animal Control Agency (SEAACA) Joint Powers Agreement (JPA) extending membership to June 30, 2035.

BACKGROUND

SEAACA was formed in 1975 and provides animal care and control services to its member cities: Bell Gardens, Downey, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, and South El Monte; as well as contract cities such as Bellflower, Buena Park, La Palma, Lakewood, South Gate and Vernon. The current JPA Agreement (No. 1572, attached herein) was first executed on or about July 1, 1997.

On March 10, 2000, the JPA was amended to extend the term of the agreement to June 30, 2020 (First Amendment). On March 3, 2020, SEAACA's Administrative Committee Members met to review a proposed Second Amendment which would extend Agreement No. 1572. The Administrative Committee made a recommendation to SEAACA's Board of Commissioners to approve the Second Amendment as presented that would extend the JPA through June 30, 2035.

On March 19, 2020, SEAACA's Board of Commissioners, taking into consideration the recommendation of the Administrative Committee, approved the Second Amendment to the JPA.

FISCAL IMPACT

Member contributions vary every year according to SEAACA's approved budget. For FY 19-20, the cost to the City of Montebello was three hundred twenty-nine thousand

CITY COUNCIL AGENDA REPORT – MAY 27, 2020
AMENDMENT TO SEAACA JOINT POWERS AGREEMENT
PAGE 2 OF 2

sixty-nine dollars and seventy cents (\$329,069.70). This cost includes animal control and sheltering services, animal licensing and canvassing services and administration services and fees. For FY20-21 SEAACA is adding 5% to the City's contribution. The City's contribution for FY20-21 is three-hundred-forty-five thousand five-hundred-twenty-three dollars and nineteen cents (\$345,523.19).

The current term of the JPA is set to expire on June 30, 2020. Therefore, in order to preserve the general welfare, health and safety of the City of Montebello, it is necessary to approve the proposed Second Amendment to the JPA. Amending the JPA will allow the City to continue receiving vital animal control and related services from SEAACA through 2035 as a member of the JPA.

SUMMARY

That the City Council consider approving a Second Amendment to Southeast Area Animal Control Agency (SEAACA) Joint Powers Agreement (JPA) extending membership to June 30, 2035.

ATTACHMENTS

Proposed Second Amendment
Agreement No. 1572 – Joint Powers Agreement
Agreement No. 1787 – First Amendment



March 26, 2020

Rene Bobadilla
City Manager
City of Montebello
1600 W. Beverly Blvd.
Montebello, CA 90640

SUBJECT: Second Amendment to the Joint Powers Agreement

On March 3, 2020, SEAACA's Administrative Committee Members met to review the proposed Amendment to the Joint Powers Agreement and provided their recommendation to the Board of Commissioners: Approve the extension of the Joint Powers Agreement as presented through June 2035.

At SEAACA's Board of Commissioners meeting on March 19, 2020, the Board, taking into consideration the recommendation of the Administrative Committee, approved the Second Amendment to the Joint Powers Agreement which extends the life of the agency until June 30, 2035.

I have enclosed the Second Amendment to the Joint Powers Agreement to be included in the City's upcoming City Council Agenda for review and adoption.

Sincerely,

Denise Woodside
Executive Director

Enclosure

DW/ck

SECOND AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE CITIES OF NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS,
MONTEBELLO, PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE
GOVERNING THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this _____ day of _____, 2020, by and between the signatory cities (herein also referred to as "member cities"), municipal corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities have entered into a Joint Exercise of Powers Agreement, dated July 1, 1997 (hereinafter "the Joint Powers Agreement") to establish and maintain the Southeast Area Animal Control Authority (hereinafter, "SEAACA") as a separate and distinct agency for the purpose of providing animal control services within each of those cities.

B. The Joint Powers Agreement provides that it may be amended by agreement of the parties to the Joint Powers Agreement.

C. The Joint Powers Agreement was amended on March 10, 2000 to extend the term of the Joint Powers Agreement to June 30, 2020.

D. The term of the Joint Powers Agreement currently expires on June 30, 2020 and it is the desire of the signatory cities to extend that termination date to June 30, 2035:

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreement set forth in the Joint Powers Agreement and herein do agree as follows:

SECTION 1. Section 2, of the Joint Powers Agreement is revised to read as follows

"SECTION 2. Term

This Agreement shall become effective as of July 1, 1997 and continue in full force and effect until June 30, 2035, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by agreement of the parties".

This Amendment to Agreement has been executed by the member cities on the dates indicated below

CITY OF DOWNEY

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF BELL GARDENS

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF NORWALK

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF PICO RIVERA

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF MONTEBELLO

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF PARAMOUNT

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF SOUTH EL MONTE

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

CITY OF Santa Fe SPRINGS

ATTEST:

Mayor

City Clerk

Date

APPROVED:

City Attorney

AGREEMENT # 1572

**JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF
NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO,
PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING
THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY**

This Agreement is entered into this 1st day of July, 1997, by and
between the signatory cities (herein also referred to as "member cities"), municipal corporations
organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities are empowered by law to perform animal control services
as may be required and necessary within their respective jurisdictions.

B. The Cities of Norwalk and Pico Rivera entered into a Joint Exercise of Powers
Agreement on October 16, 1975, creating the Southeast Area Animal Control Authority
(hereinafter "the Authority"), as a separate and distinct public agency for the purpose of providing
animal control services within each of those cities.

C. On January 19, 1976, said agreement was superseded by a new agreement,
executed by the Cities of Norwalk, Pico Rivera, and Downey, extending the service area of the
Authority to such cities and making other changes consistent with the basic agreement.

D. Further amendments have been made to said agreement, including one
providing that additional public agencies may join the Authority and be deemed signatories to the
Joint Powers Agreement.

E. The Cities of Bell Gardens, Lynwood, Montebello, and Paramount presented resolutions in 1984 as required by the amended Joint Powers Agreement expressing the desire of each city to join the Authority, and the Commission determined that each such city should be accorded full rights and assume full duties under the Joint Powers Agreement.

F. The Cities of South El Monte and Santa Fe Springs presented resolutions in 1987 and 1988, respectively, as required by the amended Joint Powers Agreement expressing the desire of each city to join the Authority, and the Commission determined that each such city should be accorded full rights and assume full duties under the Joint Powers Agreement.

G. The City of Lynwood gave notice to the Authority pursuant to Section 10 (c) of this agreement of their intention to withdraw membership from the Joint powers Agreement in 1991.

H. The member cities deem it desirable to execute this Joint Powers Agreement, extending the term of this Agreement.

I. The member cities also desire to recognize the original signatory cities, Norwalk, Pico Rivera and Downey, for their initial contributions toward the purchase and development of the Authority's property located at 9777 SEAACA Street, Downey, California, and to be reimbursed for the value of their contributions in the event the members terminate the Joint Powers Agreement.

J. The member cities wish to allow any signatory city the right to withdraw from the Authority if it objects to a capital improvement plan.

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits, promises, and agreements set forth herein, do agree as follows:

SECTION 1. Purpose.

This Agreement is made pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500, herein called the "Act") relating to the joint exercise of powers common to the signatory cities. The signatory cities possess the powers referred to in the Recitals set forth hereinabove. The purpose of this Agreement is to exercise such powers jointly by providing a mechanism whereby animal control services can be rendered to each of the respective cities. Said animal control services may include the licensing of animals, providing of animal patrol services within the respective cities, impounding of animals and such other and further activities and services as may be deemed necessary and/or appropriate in order to provide requisite animal control services.

SECTION 2. Term.

This Agreement shall become effective as July 1, 1997 and continue in full force and effect until June 30, 2007, unless terminated prior to said time by Agreement approved by a majority of the parties, or extended beyond said date by Agreement of the parties.

SECTION 3. Agency.

A. Creation of Agency.

Pursuant to Section 6506 of the Act, there is hereby created a public entity separate and apart from the parties hereto, to be known as the Southeast Area Animal Control Authority (herein called "Authority") and said Authority shall be a public entity separate and apart from the signatory cities. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

B. Commission.

Authority shall be governed by a Commission composed of one (1) member from each signatory city, each serving in his individual capacity as a member of the Commission. The Commission shall be called the Southeast Area Animal Control Commission (herein referred to as the "Commission"). Commission members shall be appointed by the respective City Council of each signatory city. Each of the members shall hold membership on the Commission during the term for which they are appointed and until their successors have been appointed. In the case of a vacancy in membership on the Commission, the same shall be promptly filled in the same manner as the initial appointment. Members of the Commission shall receive such compensation as is determined by the Commission.

C. Meetings of the Commission.

The Commission shall provide for its regular, adjourned regular and special meetings, provided, however, it shall schedule at least one regular meeting in each month and such further meetings as the signatory cities may reasonably request depending upon the pressures of business. The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by Resolution of the Commission, and a copy of such Resolution shall be filed with each of the parties hereto. All meetings of the Commission shall comply with and be held in accordance with the provisions of the Ralph M. Brown Act as it presently exists or may be from time to time amended, commencing with Section 54950 of the Government Code. Minutes of the meetings of the Authority shall be maintained and copies of the same filed with the Clerk of the signatory cities. A majority of the Commission shall constitute a quorum for the transaction of business. The Commission may adopt rules and regulations for the conduct of its meetings and affairs.

D. Officers.

The Commission shall elect a chairman and a vice chairman at its first meeting and thereafter at the regular meeting of the Commission held in July of each succeeding year, the Commission shall elect its chairman and vice chairman. The position of chairman of the Commission shall be rotated among the parties hereto on an annual basis. In addition to the chairman and vice chairman, the Commission may appoint such other officers as may be deemed necessary in order to effectuate the purpose of the Commission.

The Director of Finance of the City of Downey shall act as Treasurer of the Authority and shall post the official bond required by Section 6505.1 of the Act.

E. Administrative Committee.

An Administrative Committee shall be established, consisting of the City Administrator and City Treasurer or Director of Finance of each of the signatory cities, or such other employees of the respective cities as may be designated by such city to act in their stead. The Administrative Committee shall implement the policies and directions of the Commission and may utilize the City Engineers, Chiefs of Police, and City Attorneys of the parties. The City Engineers, Chiefs of Police, City Attorneys, and other employees of the parties hereto shall assist the Administrative Committee in carrying out the policies and directions of the Authority.

SECTION 4. Powers.

The Authority shall have the powers common to the signatory cities set forth in Section 1 of this Agreement, to wit: the power to acquire property, construct and/or maintain facilities, employ personnel, purchase and/or otherwise arrange for the acquisition of personal property and the undertaking of such activities as may be necessary in order to provide animal control services within serviced cities. The Authority is hereby authorized in its own name to do all acts necessary

for the exercise of said common powers for said common purpose, including, but not limited to, any and all of the following: to make and enter into contracts, to employ agents and employees, to acquire, construct, manage, maintain and operate by means of lease, sublease, or otherwise, and to operate buildings, works of improvements and to incur debts, liabilities and obligations which do not constitute debts, liabilities or obligations of the signatory cities, to receive gifts, contributions and donations of property and funds and services and other financial assistance from the parties hereto and/or other sources, and to be sued in its own name. Such powers shall be exercised in the manner provided for general law cities and in the Act and except as otherwise expressly set forth herein.

SECTION 5. Accounts and Reports.

The Treasurer shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of Authority shall be open to inspection at reasonable times by representatives of the parties. The Treasurer shall, within sixty (60) days after the termination of this Agreement, and/or if this Agreement is extended, then within ninety (90) days after the close of each fiscal year, give a complete written report of all financial activities of the fiscal year to the parties hereto. Additionally, the Treasurer shall assume the duties described in Section 6505.5 of the Act; to wit:

- A. Receive and receipt for all money of Authority and place it in the City of Downey treasury to the credit of Authority;
- B. Be responsible upon his official bond for the safekeeping and disbursement of all Authority money so held by him;
- C. Pay, when due, out of money of Authority so held by him, all sums payable;
- D. Pay any other sums due from Authority money;

E. Verify and report in writing on the first day of July, October, January, and April of each year to Authority and to the parties to this Agreement the amount of money he holds for Authority, the amount of receipts since his last report, and the amount paid out since his last report.

SECTION 6. Authority Operations.

A. Funding.

The Commission shall, with the advice of the Administrative Committee, develop and adopt an operating budget based upon fixed operating expenses and the level and extent of animal control service sought by the serviced cities within their respective jurisdictions and agreed upon as herein provided. Any operating or capital funds required to serve the signatory cities shall be provided by the signatory cities from their respective treasuries or through approved in-kind service or property contributions based on a pro-rata by population basis. The Authority's annual budget shall be approved by a two-thirds (2/3) vote of the entire Commission.

B. Service Relations/Procedures.

Each of the parties hereto shall be provided animal control service within their respective jurisdiction as is contemplated under this Agreement and shall provide for the payment of the amounts necessary to cover the total expense of such service as determined by the Commission. The Commission may adopt operation procedures consistent with this Agreement, applicable law, and with generally accepted animal control standards.

C. Property Control.

The Treasurer of the Authority shall be responsible for the proper inventory of and control over all property and other assets of the Authority. The parties find and determine that the Treasurer shall be liable on his official bond in the amount of \$25,000.

SECTION 7. Personnel.

Authority may request from any of the signatory cities the services of such city personnel as may be necessary to carry out this Agreement, and may employ other personnel necessary to assist in performance of the terms and conditions of this Agreement, provided that adequate funds are available.

SECTION 8. Notice.

Notice shall be sufficient if delivered to:

City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650

Attention: City Manager

City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, California 90660

Attention: City Manager

City of Downey
11111 Brookshire Avenue
Downey, California 90241

Attention: City Manager

City of Bell Gardens
7100 South Garfield
Bell Gardens, California 90201

Attention: City Manager

City of Montebello
1600 Beverly Boulevard
Montebello, California 90640

Attention: City Administrator

City of Paramount
16400 Colorado Avenue
Paramount, California 90723

Attention: City Manager

City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, California 90670

Attention: City Manager

City of South El Monte
1415 N. Santa Anita Avenue
South El Monte, California 91733

Attention: City Manager

SECTION 9. Extension of Service.

The Authority shall have the power, pursuant to law, to extend its animal control services to other jurisdictions under the following circumstances and exclusive procedures:

A. Extension By Participation in Authority.

Any public agency empowered by law to perform animal control services may join the Authority and be deemed a signatory city for all purposes within this Joint Powers Agreement pursuant to the provisions of this section. Any such public agency desiring to join the Authority shall present to the Commission a resolution of its governing body expressing that desire and an address for service of any notices required by this Agreement. The Commission shall determine if the Authority has the capacity to provide such animal control services, and if such capacity exists, may by resolution adopted by a two-thirds vote of all of the Commission members determine that such public agency shall be accorded full rights and assume full duties under this Joint Powers Agreement. Such approval, and admission to full membership, shall be subject to such terms and conditions as the Commission determines.

B. Extension by Service Contract.

The service area of the Authority may be extended to other geographic areas by service contract between the Authority and the jurisdiction to be served, provided the Authority has capacity to provide such services and that such services are not subsidized by the members of the Authority. Approval of such contract shall be by unanimous vote of the Commission, with the confirmation of all signatory cities, and shall be subject to such terms and conditions as the Commission determines.

SECTION 10. Miscellaneous.

A. Headings.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language of the section referred to.

B. Governing Law.

This Agreement is made in the State of California under the Constitution and laws of such state and is to be so construed.

C. Withdrawal.

Any signatory city may withdraw from membership in the Authority by sending the Commission written notice of its intent to withdraw at least ninety (90) days prior to the end of the Authority's fiscal year. Withdrawal shall occur on the first day of the fiscal year following receipt of such notice. Any signatory city withdrawing pursuant to this subsection shall remain obligated for any previously approved bonded indebtedness and either liabilities or reserves for potential liabilities the Authority incurred prior to the effective date of the withdrawal. A withdrawing signatory city shall be entitled to participate in the distribution of assets as provided in subsection D (below) should the termination of this Agreement occur. If such a termination should occur, a withdrawn signatory city's share of the distribution of assets provided for in subsection D below shall be based upon the value of the assets as of the date of the withdrawal by a signatory city.

The obligations and liabilities described above will not extend to any budgetary contribution, lease payment, certificate of participation contribution or bond payment which is intended to finance or procure the occupancy, construction or improvement of capital facilities for use by SEAACA under the following circumstances:

(1) Prior to any vote on a budget or a contract creating the obligation to which the City objects, the City shall notify the Commission in writing that it objects to the capital improvement plan:

(2) The objecting City, prior to the date on which the item is set for vote, informs the Commission that it will withdraw from the Joint Powers Authority if the capital facilities plan is approved;

(3). The City agrees to withdraw at the conclusion of the current fiscal year, or the following fiscal year if less than 90 days remain in the current fiscal year.

No vote on any matter covered by this section may occur without providing each city with at least 35 days' written notice on the item on which the vote will occur.

D. Termination.

As of July 1, 1997, the Authority owns property and facilities located at 9777 SEAACA Street, Downey, California. Said assets were purchased with contributions as follows: Downey, Forty Nine Thousand Six Hundred Dollars (\$49,600.00); Norwalk, Six Hundred Thousand Dollars (\$600,000.00); and Pico Rivera, Thirty Thousand Four Hundred Dollars (\$30,400.00); and by contributions made in the following ratio: Downey, Thirty Eight Percent (38%); Norwalk, Thirty Nine Percent (39%); and Pico Rivera, Twenty Three Percent (23%). The value of the present Authority property and facilities was determined prior to June 30th, 1984. Upon termination of this Agreement, an appraisal of the assets of the Authority shall be prepared, and the assets shall be distributed or, if sold, the proceeds of those assets shall be distributed as follows:

(1). To reimburse the original signatory cities for their original contribution, distribution shall be made to them in the following amounts:

Downey	\$ 49,600.00
Norwalk	\$ 600,000.00
Pico Rivera	\$ 30,400.00

(2). The difference between the \$680,000.00 and the value of the Authority's assets on June 30th, 1984, shall be distributed to the original member cities in the following ratio:

To Downey	38% of the proceeds
To Norwalk	39% of the proceeds
To Pico Rivera	23% of the proceeds

(3). The remainder of the Authority's assets or the proceeds of those assets, if sold, after disbursing the amounts provided in Sections (1) and (2) above, shall be distributed as follows:

(a) The first 25% shall be distributed to the Cities of Downey, Norwalk, and Pico Rivera in the same ratio as is provided in Section (2) above to provide a return to these cities on their initial contribution to the Authority; and

(b) The remaining 75% shall then be distributed to the then members of the Authority in the same ratio as the member cities have contributed to the funding of the Authority's operations for the year in which the Authority is terminated, or as otherwise provided by law.

The provisions of this section, relative to distribution of assets of the Authority upon termination, can only be changed by unanimous vote of the signatory cities including any signatory city which withdrew following the date of this Agreement.

SECTION 11. Severability.

Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstances, be held to be illegal or in conflict with any law of the State of

California, or otherwise be rendered unenforceable, the validity of the remaining parts, terms, portions or provisions, or the application thereof to other persons or circumstances, shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to continue to constitute the Agreement that the parties intended to enter into in the first instance.

SECTION 12. Successors.

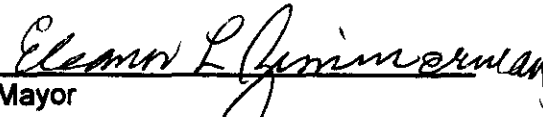
This Agreement shall be binding upon and shall insure to the benefit of the successors of the parties hereto.

SECTION 13. Amendments.

This Agreement may be amended by agreement in writing of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written.

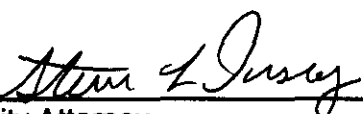
CITY OF NORWALK


Mayor

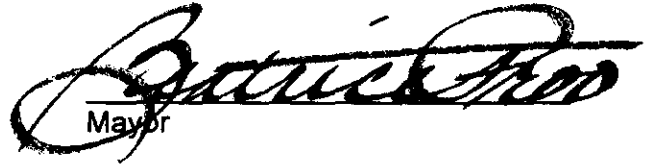
ATTEST:


City Clerk

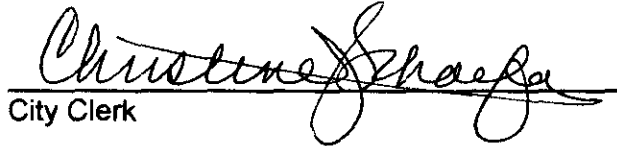
APPROVED:


City Attorney

CITY OF PICO RIVERA


Mayor

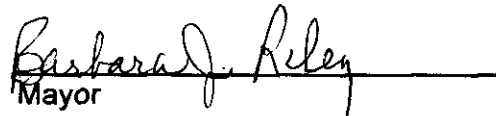
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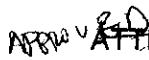

City Clerk

APPROVED:


City Attorney

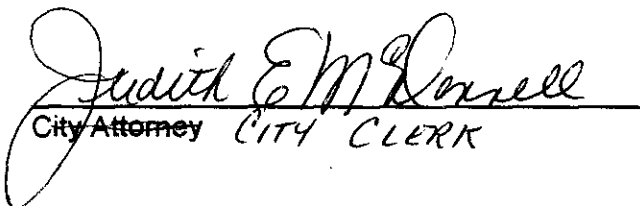
CITY OF DOWNEY


Mayor

APPROVED:  ATTEST: AS TO FORM


City Clerk City Attorney

APPROVED: ATTEST:


City Attorney CITY CLERK

CITY OF BELL GARDENS

David Torres
Mayor

ATTEST:

[Signature]
City Clerk

APPROVED: As To Form:

J. Arnold Belt
City Attorney

CITY OF MONTEBELLO

Will M. Mohr
Mayor

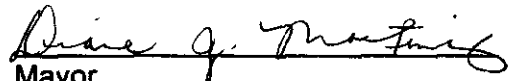
ATTEST:

Mary Anne Sanchez
City Clerk

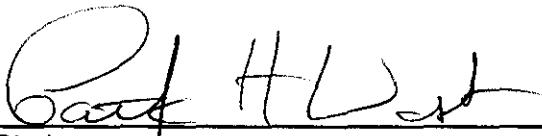
APPROVED:

Jonathan Stone
City Attorney

CITY OF PARAMOUNT


Mayor

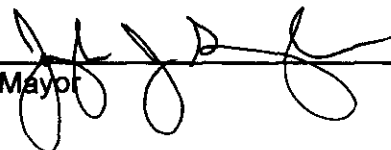
ATTEST:


City Clerk

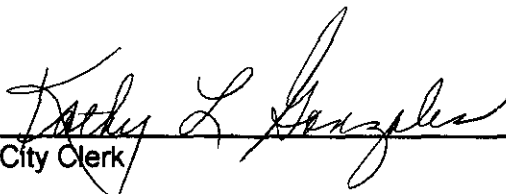
APPROVED:


City Attorney

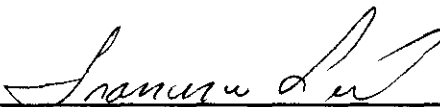
CITY OF SOUTH EL MONTE


Mayor

ATTEST:


City Clerk

APPROVED:


City Attorney

CITY OF SANTA FE SPRINGS


Mayor

ATTEST:


City Clerk

APPROVED:


City Attorney

CITY OF MONTEBELLO
AGREEMENT NO. 1787
JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE CITIES OF
NORWALK, PICO RIVERA, DOWNEY, BELL GARDENS, MONTEBELLO,
PARAMOUNT, SANTA FE SPRINGS AND SOUTH EL MONTE GOVERNING
THE SOUTHEAST AREA ANIMAL CONTROL AUTHORITY

This Agreement is entered into this 10th day of March, 2000,
by and between the signatory cities (herein also referred to as "member cities"), municipal
corporations organized and existing pursuant to the laws of the State of California.

RECITALS

A. The signatory cities have entered into a Joint Exercise of Powers Agreement dated
July 1, 1997 (hereinafter "the Joint Powers Agreement") to establish and maintain the Southeast
Area Animal Control Authority Area Animal Control Authority (hereinafter, "SEAACA") as a
separate and distinct agency for the purpose of providing animal control services within each of
those cities.

B. The Joint Powers Agreement provides that it may be amended by agreement of the
parties to the Joint Powers Agreement.

C. The term of the Joint Powers Agreement currently expires June 30, 2007 and it is
the desire of the signatory cities to extend that termination date to June 30, 2020:

NOW, THEREFORE, the signatory cities for and in consideration of mutual benefits,
promises, and agreement set forth in the Joint Powers Agreement and herein do agree as follows:

SECTION 1. Section 2 of the Joint Powers Agreement is revised to read as follows:

"SECTION 2. Term.

This Agreement shall become effective as of July 1, 1997 and continue in full force
and effect until June 30, 2020, unless terminated prior to said time by Agreement approved by a
majority of the parties, or extended beyond said date by agreement of the parties"

This Amendment to Agreement has been executed by the member cities on the dates indicated below.

CITY OF NORWALK

Michael Mendez
Mayor

ATTEST:

Maile A. Vasquez
City Clerk

February 1, 2000
Date

APPROVED:

Alan L. Inoué
City Attorney

CITY OF PICO RIVERA

CC Jara
Mayor

ATTEST:

Christine Schaefer
City Clerk

2/8/00
Date

APPROVED:

[Signature]
City Attorney

CITY OF DOWNEY

Keith McCarthy
Mayor

ATTEST:

Joseph E. McDonnell
City Clerk
APPROVED:

February 9, 2000
Date

Charles J. Warr
City Attorney

CITY OF BELL GARDENS

Ramiro Morales
Mayor

ATTEST:

[Signature]
City Clerk

3/8/00
Date

APPROVED:

Ramiro Morales
City Attorney

CITY OF MONTEBELLO

Will M. Mohr
Mayor

ATTEST:

Robert J. King
City Clerk

10/5/99
Date

APPROVED:

Paul A. King
City Attorney

CITY OF PARAMOUNT

Steve Smith
Mayor

ATTEST:

Pat H. King
City Clerk

3/10/2000
Date

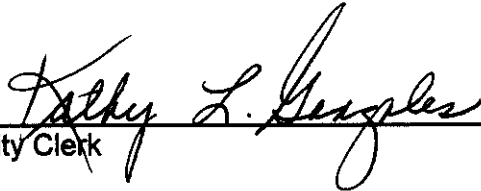
APPROVED:

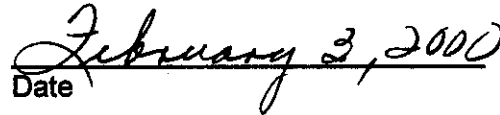
John E. Cronquist
City Attorney

CITY OF SOUTH EL MONTE

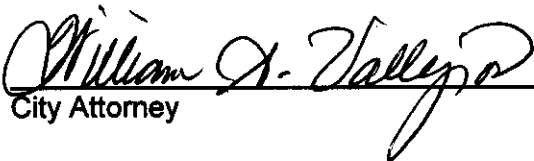

Mayor

ATTEST:


City Clerk


Date

APPROVED:

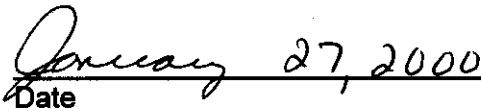

City Attorney

CITY OF SANTA FE SPRINGS


Mayor

ATTEST:


City Clerk


Date

APPROVED:


City Attorney

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

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approve a Change Order to the Construction Contract with Green Giant Landscape, Inc. for Taylor Ranch Greenspace Project**

DATE: May 27, 2020

RECOMMENDATION

It is recommended that the City Council approve a change order, in the amount of \$200,000, to the construction contract with Green Giant Landscape, Inc. (Green Giant) for Taylor Ranch Greenspace Project.

BACKGROUND

On December 18, 2019, the City Council awarded a construction contract to Green Giant for the Taylor Ranch Greenspace Project. The total approved contract was in the amount of \$1,024,006 and allowed change orders within a 10% contingency of the contract amount. This Project is included in the Fiscal Year 2019-2020 Capital Improvement Program (CIP) budget, approved on August 28, 2019, which appropriated of \$2.1 million.

The Project includes the rehabilitation and enhancement of the existing aesthetic condition of Taylor Ranch Park. The Project's scope includes a new American with Disabilities Act (ADA) compliant restroom facility, demolition and grading, concrete improvements such as sidewalk ramps and curbs, site lighting, fencing and gates, landscaping, irrigation, parking lot rehabilitation and recreational amenities such as picnic benches, trash cans and basketball courts.

On September 25, 2019, the City Council found the Project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) and approved The Project plans and specifications as prepared by Infrastructure Engineers and authorized the Recreation and Community Services Department to advertise The Project for public bidding.

On December 9, 2019, six (6) bids were received and opened publicly. Green Giant submitted the lowest responsive bid in the amount of \$1,024,006. Green Giant commenced construction on February 3, 2020. The recommended change order of \$200,000 increases the limits of the project. The additional work adds extra details to the park, such as gazebo repair, pond refurbishment, restroom upgrades, barn painting, lighting upgrades, irrigation improvements and sidewalk replacement.

CITY COUNCIL AGENDA REPORT – MEETING OF MAY 27, 2020

APPROVE A CHANGE ORDER TO THE CONSTRUCTION CONTRACT WITH GREEN GIANT LANDSCAPE, INC. FOR TAYLOR RANCH GREENSPACE PROJECT

Page 2 of 2

ANALYSIS

An updated summary of total projected costs is as follows:

\$ 8,973.00	Design Phase (Plans, Specifications, & Estimate)
\$ 23,217.00	Construction Documents
\$ 5,775.00	Bidding & Construction Support
\$ 11,255.00	Construction Management & Inspection
\$ 400.00	Reimbursable Expenses
\$ 1,024,005.90	Construction Contract Cost
\$ 200,000.00	Change Order Total
\$ 102,400.00	<u>10% Contingency</u>
\$ 1,430,988.49	Total

The proposed change order extends unit bid prices that were competitively bid for the original construction contract.

FISCAL IMPACTS

On August 28, 2019 the City Council appropriated a total of \$2,106,550 for the Taylor Ranch Greenspace Project. The FY 2019-2020 CIP Budget expends former Redevelopment Agency (RDA) Bond Proceeds to fund the project. The change order of \$200,000 does not require an additional appropriation of funds. Funds to cover the cost of the change orders are available within the approved FY 2019-2010 CIP Budget.

SUMMARY

That the City Council approve a change order, in the amount of \$200,000, to the construction contract with Green Giant Landscape, Inc. (Green Giant) for Taylor Ranch Greenspace Project.

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. 1491, consisting of 7 pages, and
including**

**Warrant No. 588836 through 589022;
Warrant No. 1466 and Warrant No. 1468**

**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 27th DAY OF MAY, 2020.

SALVADOR MELENDEZ, Mayor

ATTEST:

IRMA BARAJAS, City Clerk



City of Montebello
Register of Demands No. 1491

From Payment Date: 5/7/20 - To Payment Date: 5/20/20

CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
4331 - General Account					
588836	05/07/2020	\$20.00	CARPOOL INCENTIVE	738	ROBERT AMAYA
588837	05/07/2020	\$6,785.64	MACHINERY & EQUIPMENTS/SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
588838	05/07/2020	\$5,571.10	UTILITY SERVICES	39550	AT&T
588839	05/07/2020	\$308,728.00	RUBBISH SERVICES	40970	ARAKELIAN ENTERPRISES/ATHENS
588840	05/07/2020	\$1,369.94	CONTRACT SERVICES	2102	JOHN P BEROKOFF/BEROKOFF ELECTRIC
588841	05/07/2020	\$7,669.00	UNEMPLOYMENT INSURANCE	37550	STATE OF CALIFORNIA
588842	05/07/2020	\$68.84	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
588843	05/07/2020	\$7.96	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588844	05/07/2020	\$40.00	CARPOOL INCENTIVE	29020	RAPHAEL DE LA TORRE
588845	05/07/2020	\$17,340.25	FIRE SAFETY REPORTING	1939	DIGITAL EMS SOLUTIONS INC.
588846	05/07/2020	\$1,390.00	CONTRACT SERVICES	41130	MIHM INC.
588847	05/07/2020	\$765.68	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
588848	05/07/2020	\$765.68	UTILITY SERVICES	2467	FUSION CLOUD SERVICES, LLC
588849	05/07/2020	\$5,000.00	CONSULTING SERVICES	1340	HILLTOP SECURITIES INC.
588850	05/07/2020	\$31.62	SUPPLIES	479	MCMASTER-CARR SUPPLY COMPANY
588851	05/07/2020	\$2,070.00	CONTRACT SERVICES	2205	MGT OF AMERICA
588852	05/07/2020	\$10,000.00	CONTRACT SERVICES	51550	MONTEBELLO CHAMBER OF COMMERCE
588853	05/07/2020	\$177.60	CONTRACT SERVICES	53120	NATIONAL CONSTRUCTION RENTALS
588854	05/07/2020	\$17.93	SUPPLIES	15620	OFFICE DEPOT
588855	05/07/2020	\$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
588856	05/07/2020	\$20.00	CARPOOL INCENTIVE	532	MARCO A. PENUELAS-SOLIS
588857	05/07/2020	\$2,380.00	CONTRACT SERVICES	952	RELIANT IMMEDIATE CARE MEDICAL GROUP INC
588858	05/07/2020	\$55.61	CONTRACT SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC.
588859	05/07/2020	\$206.88	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588860	05/07/2020	\$6,937.38	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588861	05/07/2020	\$299.28	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO.
588862	05/07/2020	\$3,142.36	UTILITY SERVICES	72570	U.S. TELEPACIFIC CORP



City of Montebello
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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
588863	05/07/2020	\$279.55	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
588864	05/07/2020	\$6,000.00	CONTRACT SERVICES	75020	VASQUEZ & CO.,LLP
588865	05/07/2020	\$27,210.67	CLAIM ADMINSTRATION SERVICES	1631	YORK RISK SERVICES GROUP, INC.
588866	05/07/2020	\$132.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES, INC.
588867	05/07/2020	\$5,649.45	REFUND	2881	FINAL STEP LOGISTICS
588868	05/07/2020	\$44.16	SUPPLIES	9470	GRAINGER, INC.
588869	05/07/2020	\$3,962.50	CONTRACT SERVICES	46870	HDL COREN & CONE
588870	05/07/2020	\$90.13	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
588871	05/07/2020	\$1,818.49	REFUND	2882	MONTEBELLO DEVLOPMENT ASSOCIATES
588872	05/07/2020	\$79.92	REFUND	2880	PLUMBING SYSTEMS WEST, INC.
588873	05/07/2020	\$324.45	CONTRACT SERVICES	59760	POWER PLUS INTERNATIONAL, INC.
588874	05/07/2020	\$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
588875	05/07/2020	\$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
588876	05/07/2020	\$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
588877	05/07/2020	\$173.92	REFUND	2879	SOWERS CONSTRUCTION, INC.
588878	05/11/2020	\$4,821.50	TAYLOR RANCH-GREENSPACE SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
588879	05/11/2020	\$4,309.50	COMPLIANCE SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
588880	05/11/2020	\$172.11	MACHINERY & EQUIPMENTS	45580	BISHOP SUPPLY COMPANY, INC.
588881	05/11/2020	\$4,320.00	FIRE SAFETY SOFTWARE	2101	ESO SOLUTIONS, INC.
588882	05/11/2020	\$3,402.45	MACHINERY & EQUIPMENTS	2012	ICE MACHINE SALES & SERVICE CO.
588883	05/11/2020	\$220.93	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH, INC.
588884	05/11/2020	\$626.61	CONTRACT SERVICES	1357	IRON MOUNTAIN INC.
588885	05/11/2020	\$586.49	CONTRACT SERVICES	4810	LOS ANGELES COUNTY
588886	05/11/2020	\$26,373.13	PLUMBING SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
588887	05/11/2020	\$370.70	FUEL	19700	SYNCHRONY BANK/PHILLIPS-76-CONOCO
588888	05/11/2020	\$10,766.00	WATER SYSTEM CONSULTING SERVICES	1633	STETSON ENGINEERS INC.
588889	05/11/2020	\$483.25	CONTRACT SERVICES	131	UNITED SITE SERVICES, INC.
588890	05/11/2020	\$9,795.16	METROLINK SECURITY SERVICES	37	U.S. SECURITY ASSOCIATES, INC.



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588891	05/11/2020	\$6,475.10	CONTRACT SERVICES	20060	WATER REPLENISHMENT DISTRICT
588892	05/11/2020	\$10,084.00	MEDICAL SUPPLIES	6390	ZOLL MEDICAL CORPORATION GPO
588893	05/11/2020	\$800.00	REFUND	2890	EDGARDO CRUZ
588894	05/11/2020	\$783.00	CONTRACT SERVICES	49400	U.S. MOBILE WIRELESS
588895	05/11/2020	\$2,996.50	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
588896	05/11/2020	\$2,142.00	CONTRACT SERVICES	2144	MARIPOSA LANDSCAPES, INC.
588897	05/11/2020	\$95.00	REFUND	2891	ESTEFHANI MARTINEZ
588898	05/11/2020	\$95.00	REFUND	2887	MONET MELENDREZ
588899	05/11/2020	\$392.41	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
588900	05/11/2020	\$2,384.25	CONTRACT SERVICES	1200	MOBILITY ADVANCEMENT GROUP
588901	05/11/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
588902	05/11/2020	\$40.00	CONTRACT SERVICES	1848	SECURITY DESIGN SYSTEMS
588903	05/11/2020	\$230.62	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
588904	05/11/2020	\$4,900.00	METROLINK LANDSCAPING	74850	UNIQUE GENERAL SERVICES
588905	05/11/2020	\$80.00	REFUND	2888	CLARISSA VELASCO
588906	05/12/2020	\$101.84	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
588907	05/12/2020	\$2,440.52	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
588908	05/12/2020	\$178.53	SUPPLIES	74990	AUTOZONE, INC
588909	05/12/2020	\$50.00	CONTRACT SERVICES	1569	DISCOVERY BENEFITS
588910	05/12/2020	\$1,153.79	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
588911	05/12/2020	\$611.88	SUPPLIES	1501	MAKAI SOLUTIONS
588912	05/12/2020	\$9,366.13	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES, INC./MONTEBELLO TIRE PROS
588913	05/12/2020	\$235.08	SUPPLIES	538	PCMG, INC.
588914	05/12/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
588915	05/12/2020	\$4,000.00	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
588916	05/12/2020	\$68.85	VEHICLE MAINTENANCE/EXPENSES	171	ARIZONA MACHINERY
588917	05/12/2020	\$9,600.00	CONTRACT SERVICES	72100	LEO ARNOLD/SUNSET DETECTIVES
588918	05/13/2020	\$57,175.36	LEGAL SERVICES	16120	ALVAREZ-GLASMAN & COLVIN



City of Montebello
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588919	05/13/2020	\$95.00	REFUND	2894	SAN JUANA AVILA
588920	05/13/2020	\$4,290.86	MACHINERY & EQUIPMENTS	844	BEST LAWNMOWER, INC
588921	05/13/2020	\$8,421.18	TRANSIT CNG SERVICES	52710	CLEAN ENERGY FUELS
588922	05/13/2020	\$506.13	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
588923	05/13/2020	\$161.16	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
588924	05/13/2020	\$38,940.51	JAIL SERVICES	76070	GEO CORRECTIONS & DETENTION INC.
588925	05/13/2020	\$5,756.00	REPAIR SERVICES	2763	INSIGHT PUBLIC SECTOR, INC.
588926	05/13/2020	\$963.00	CONTRACT SERVICES	2001	LAW OFFICES OF DAVID J. WEISS
588927	05/13/2020	\$21,565.82	JANITORIAL SERVICES	1886	LINCOLN TRAINING CENTER AND REHABILITAION WORKSHOP
588928	05/13/2020	\$14,827.37	EMPLOYMENT SERVICES	25080	GOVERNMENTJOBS.COM, INC.
588929	05/13/2020	\$39,903.60	METROLINK RAILFEEDER SERVICES	42180	PCAM, LLC
588930	05/13/2020	\$196.25	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC.
588931	05/13/2020	\$358.07	VEHICLE MAINTENANCE/EXPENSES	1963	SUEZ WTS SERVICES USA, INC.
588932	05/13/2020	\$3,450.83	CONTRACT SERVICES	20070	UC REGENTS
588933	05/13/2020	\$685.52	UTILITY SERVICES	2257	AIRESPRING INC.
588934	05/13/2020	\$5,925.16	MACHINERY & EQUIPMENTS	2586	AMAZON CAPITAL SERVICES, INC.
588935	05/13/2020	\$6,188.63	LEGAL SERVICES	16710	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
588936	05/13/2020	\$4,375.70	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
588937	05/13/2020	\$105.51	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588938	05/13/2020	\$285.99	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588939	05/13/2020	\$1,779.13	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588940	05/13/2020	\$1,580.92	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588941	05/13/2020	\$6,290.00	PARKS VEHICLE LEASING SERVICES	74920	EXECUTIVE CAR LEASING COMPANY
588942	05/13/2020	\$736.43	COPIER REPAIR/SERVICES	2793	IBE DIGITAL
588943	05/13/2020	\$900.00	CONTRACT SERVICES	73310	KRONOS INCORPORATED
588944	05/13/2020	\$26,987.50	POLICE RELATED FEES	692	LOS ANGELES COUNTY SUPERIOR COURT
588945	05/13/2020	\$8,098.07	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO.
588946	05/13/2020	\$1,151.48	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH



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588947	05/13/2020	\$6,726.89	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
588948	05/13/2020	\$2,493.86	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
588949	05/13/2020	\$6,074.58	COPIER REPAIR/SERVICES	69730	DE LAGE LANDEN FINANCIAL SERVICES INC./RICOH
588950	05/13/2020	\$325.55	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588951	05/13/2020	\$3,777.32	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
588952	05/13/2020	\$15,080.59	INSURANCE PREMIUMS	25850	STANDARD INSURANCE COMPANY
588953	05/19/2020	\$647.77	CONTRACT SERVICES	1730	ALLIED 100, LLC.
588954	05/19/2020	\$2,554.00	COMPLIANCE SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
588955	05/19/2020	\$360.00	REFUND	2895	CANTWELL SACRED HEARD OF MARY HIGH SCHOOL
588956	05/19/2020	\$296.86	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP, INC.
588957	05/19/2020	\$196.99	SUPPLIES	3350	GARVEY EQUIPMENT COMPANY
588958	05/19/2020	\$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC.
588959	05/19/2020	\$1,764.67	BUILDING IMPROVEMENTS	8	GRAYBAR ELECTRIC COMPANY, INC
588960	05/19/2020	\$79,839.97	TAYLOR RANCH GREENSPACE	2815	GREEN GIANT LANDSCAPE INC.
588961	05/19/2020	\$148.35	SUPPLIES	46770	INDUSTRIAL PIPE & STEEL, LLC
588962	05/19/2020	\$787.06	SAFETY PROGRAM	1169	JCM AND ASSOCIATES, INC.
588963	05/19/2020	\$11,142.00	ELECTRIC SERVICES	2156	LEED ELECTRIC INC.
588964	05/19/2020	\$309.37	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
588965	05/19/2020	\$268.00	REFUND	2896	GEORGE MORI
588966	05/19/2020	\$70,226.53	BUS STOP/STREET CLEANING SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
588967	05/19/2020	\$844.63	SUPPLIES	15620	OFFICE DEPOT
588968	05/19/2020	\$33,285.00	TRANSIT CONSULTING SERVICES	61370	PADILLA & ASSOCIATES, INC.
588969	05/19/2020	\$7,400.00	TRANSIT SOFTWARE SERVICES	2764	RAINTEK ENTERPRISES INC.
588970	05/19/2020	\$2,360.09	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588971	05/19/2020	\$18,276.14	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588972	05/19/2020	\$6,789.30	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO.
588973	05/19/2020	\$32,507.01	CONSULTING SERVICES	2612	TERRIS BARNES WALTERS BOIGON HEATH, INC.
588974	05/19/2020	\$410.63	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC./WAYNE ELECTRIC



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CHECK #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
588975	05/19/2020	\$1,710.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS, INC.
588976	05/20/2020	\$282,281.12	ENGINEERING SERVICES	37720	ADVANCED APPLIED ENGINEERING, INC.
588977	05/20/2020	\$8,765.98	INSURANCE PREMIUM	55860	AFLAC
588978	05/20/2020	\$730.86	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
588979	05/20/2020	\$384.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
588980	05/20/2020	\$34.48	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
588981	05/20/2020	\$29,846.88	DIAL-A-RIDE TAXI SERVICES	75950	FIESTA TAXI COOPERATIVE, INC.
588982	05/20/2020	\$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
588983	05/20/2020	\$447.20	CONTRACT SERVICES	2152	JOHNSON CONTROLS, INC.
588984	05/20/2020	\$6,447.37	PLUMBING SERVICES	26880	SEBASTIAN WATERWORKS, INC./MR. ROOTER
588985	05/20/2020	\$188.30	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
588986	05/20/2020	\$1,302.21	FUEL	1059	AMBER RESOURCES LLC/SAWYER PETROLEUM
588987	05/20/2020	\$8,450.00	FIRE PLAN CHECK SERVICES	385	DANIEL SIFUENTES
588988	05/20/2020	\$500.00	COST RECOVERY	2635	SPERTUS, LANDES & UMHOFFER LLP
588989	05/20/2020	\$225.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC.
588990	05/20/2020	\$6.37	UTILITY SERVICES	23610	VERIZON WIRELESS
588991	05/20/2020	\$9.01	UTILITY SERVICES	23610	VERIZON WIRELESS
588992	05/20/2020	\$53.65	UTILITY SERVICES	23610	VERIZON WIRELESS
588993	05/20/2020	\$38.01	UTILITY SERVICES	23610	VERIZON WIRELESS
588994	05/20/2020	\$200.09	UTILITY SERVICES	23610	VERIZON WIRELESS
588995	05/20/2020	\$1,269.41	UTILITY SERVICES	23610	VERIZON WIRELESS
588996	05/20/2020	\$456.55	UTILITY SERVICES	23610	VERIZON WIRELESS
588997	05/20/2020	\$1,161.95	UTILITY SERVICES	23610	VERIZON WIRELESS
588998	05/20/2020	\$1,993.68	UTILITY SERVICES	23610	VERIZON WIRELESS
588999	05/20/2020	\$3,165.15	UTILITY SERVICES	23610	VERIZON WIRELESS
589000	05/20/2020	\$2,985.15	SUPPLIES	2586	AMAZON CAPITAL SERVICES, INC.
589001	05/20/2020	\$163.61	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
589002	05/20/2020	\$1,070.00	ADVERTISING/PRINTING SERVICES	1847	DODGE DATA AND ANALYTICS LLC



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589003	05/20/2020	\$1,900.00	CONTRACT SERVICES	2897	ERICK'S CARPET CLEANING & HOUSE CLEANING
589004	05/20/2020	\$525.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL, INC
589005	05/20/2020	\$2,481.75	CONTRACT SERVICES	485	LOS ANGELES COUNTY CLERK
589006	05/20/2020	\$125.80	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
589007	05/20/2020	\$750.00	CONTRACT SERVICES	2878	SALMON & SCHROEDER, INC.
589008	05/20/2020	\$12,229.00	CONTRACT SERVICES	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
589009	05/20/2020	\$83,214.30	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
589010	05/20/2020	\$153.90	UNIFORM EXPENSE	14350	SUN BADGE COMPANY
589011	05/20/2020	\$260.50	LEGAL SERVICES	17680	ALVARADOSMITH
589012	05/20/2020	\$370.11	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR/ARTE PRINTING
589013	05/20/2020	\$32.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
589014	05/20/2020	\$603.80	SUPPLIES	33310	GWS INTERNATIONAL, INC.
589015	05/20/2020	\$16,586.80	COMPUTER HARDWARE	1914	EXPO IT, LLC.
589016	05/20/2020	\$2,520.00	CONTRACT SERVICES	1585	DR. ANGELICA LOZA-GOMEZ, M.D., PC
589017	05/20/2020	\$7,582.95	TRANSIT TIRE LEASE SERVICES	110	MICHELIN NORTH AMERICA, INC
589018	05/20/2020	\$70.73	CONTRACT SERVICES	56260	PRUDENTIAL OVERALL SUPPLY
589019	05/20/2020	\$7,956.00	TRAINING	47640	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
589020	05/20/2020	\$2,400.00	CONTRACT SERVICES	385	DANIEL SIFUENTES
589021	05/20/2020	\$811.52	SUPPLIES	2893	SUNBELT RENTALS, INC.
589022	05/20/2020	\$82.31	SUPPLIES	33390	WHITTIER FERTILIZER COMPANY
Subtotal		\$1,615,827.40			
6093 - Successor Agency					
1466	05/07/2020	\$5,000.00	CONTRACT SERVICES	1340	HILLTOP SECURITIES INC.
1467	05/11/2020	\$2,050.00	CONTRACT SERVICES	15180	STEARNS, CONRAD AND SCHMIDT CONSULTING ENG.
1468	05/13/2020	\$765.00	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
Subtotal		\$7,815.00			
Total		<u>\$1,623,642.40</u>			

**CITY OF MONTEELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA**

**MARCH 18, 2020
WEDNESDAY
1:00 p.m.**

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION, PURSUANT TO GOVERNMENT CODE SECTION 54956.5.

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 1:00 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Jimenez, Torres (by phone), Hadjinian (by phone), Cobos-Cawthorne, Melendez.

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman

Councilmember Hadjinian moved, seconded by Councilmember Torres to declare the meeting an Emergency Meeting.

4. **PUBLIC ORAL COMMUNICATIONS**

None.

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilman Jimenez to declare the meeting as an Emergency Meeting.

CLOSED SESSION

5. **THREAT TO PUBLIC SERVICES OR FACILITIES**

Government Code Section 54957

Consultation with City Manager, Police Chief, City Attorney and other related City officials

All Councilmembers were present in person or by telephone for the discussion. Direction was provided to the City Manager to work cooperatively with the hotel management team regarding the closure of the Hilton Garden Inn due to the current Corona Virus Pandemic and to allow for essential needed repairs. No further action to be reported.

OPEN SESSION

6. **CONSIDERATION OF ALTERNATIVES TO ADDRESS COVID-19 CIRCUMSTANCES.**

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 1:35 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of March 18, 2020, were approved as written on May 27, 2020.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO
1600 WEST BEVERLY BLVD.
MONTEBELLO, CALIFORNIA

MARCH 19, 2020
WEDNESDAY
1:00 P.M.

MINUTES

**THE CITY OF MONTEBELLO MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION,
PURSUANT TO GOVERNMENT CODE SECTION 54956.5.**

1. **CALL MEETING TO ORDER:** Mayor Melendez **CALLED THE MEETING TO ORDER AT THE HOUR OF 8:10 P.M.**
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez, Torres, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
4. **PUBLIC ORAL COMMUNICATIONS**

Mayor Pro Tem Cobos-Cawthorne moved, seconded by Mayor Melendez, to declare this meeting an Emergency Meeting pursuant to Government Code Section 54956.5. Motion carried unanimously.

OPEN SESSION

5. CONSIDERATION OF ALTERNATIVES TO ADDRESS COVID-19 CIRCUMSTANCES

City Manager Bobadilla asked the City Council consider putting into effect the Safer at Home Order N-33-20, as directed by Governor Newsom. Mayor Pro Tem Cobos-Cawthorne moved, seconded by Councilmember Hadjinian to approve. Motion carried unanimously.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 8:30 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of March 19, 2020 were approved as written on May 27, 2020.

IRMA BARAJAS, City Clerk

MINUTES

THE CITY OF MONTEBELLO MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 5:38 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez (via teleconference), Torres (via teleconference), Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS:**
City Attorney Alvarez-Glasman

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:40 p.m. to discuss the following items. At the hour of 7:00 p.m., Mayor Melendez reconvened the meeting.

CLOSED SESSION - 5:30 P.M.

The City Attorney provides 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: Calleros v. City of Montebello

The City Council provided direction and authorization. Motion carried unanimously.

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Name of Case: Gonzalez v. City of Montebello, Case No. BC682883

City Council unanimously provided direction to the City Attorney for possible resolution.

6. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

City Council received update. No action taken. Direction provided to the City Manager.

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8
Property: 901 Via San Clemente
Agency: Rene Bobadilla
Negotiating Parties: Kix Soccer

Under negotiation: Terms of payment or price

Briefing was provided to City Council. No action taken. Nothing to be reported.

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 901 Via San Clemente, Montebello, CA

Agency's Negotiator: René Bobadilla, City Manager

Negotiating Party: Transports

Under Negotiation: Price and Terms

Briefing was provided to City Council. No action taken. Nothing to be reported.

REGULAR SESSION – 6:30 P.M.

9. INVOCATION City Treasurer Gutierrez

PLEDGE OF ALLEGIANCE City Treasurer Gutierrez

10. PRESENTATIONS:

a. RECOGNITION OF DANILO BATSON AND TOM BARRIO

11. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

12. CORRECTIONS TO THE AGENDA – CITY MANAGER

City Manager Bobadilla announced a few corrections to the Staff Report for Item No. 17.

13. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

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

None.

15. APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that all items be approved in a single motion with the exception of Item Nos. 16, 17, 18, 23, and 24. Sicjh approval will also waive the reading of any ordinance. Motion carried unanimously.

SCHEDULED MATTER

16. PUBLIC HEARING: APPEAL OF A PLANNING COMMISSION DECISION OF DENIAL OF CONDITIONAL USE PERMIT ("CUP") 24-19 TO ALLOW ALCOHOL SALES (TYPE 20 LICENSE) WITHIN A PROPOSED CONVENIENCE STORE LOCATED AT 2900 WEST BEVERLY BLVD., SUITE A&B.

Applicants, Monica Kruger and Sheri Olson, spoke in support to approve CUP 25-19.

Mayor Pro Tem Cobos-Cawthorne asked about single item sales.

Councilmember Jimenez had no comments.

Councilmember Torres stated support of the approval of the CUP and stated that the property had been vacant for 13 months.

Mayor Melendez opened the Public Hearing at the hour of 7:45 p.m.

Paul Parzik, YMCA, stated support of the CUP as the store would allow for healthy options.

Deena Tesemer thanks the City Council, City Manager and Director Palombi and stated that the 7-11 is a family owned business. The store would also have a surveillance system.

Michael Bojorquez stated support of the 7-11, has worked with the ownership, and stated that 7-11 will be the anchor tenant.

James Rodriguez stated support of the project.

Elvira Romero, resident, stated support of the 7-11 and said that it would be real good for the neighborhood, as they would be open 24 hours and provide essentials such as milk and bread needed for the residents.

Juan Romero stated support of the 7-11 and stated that it would be benefit for the community.

Martin Gomez had requested to speak but did not answer when staff called him by telephone.

Maricela Garcia state support of the 7-11 and stated that it was much needed in the neighborhood.

Gloria Torres spoke in support of the 24 hour 7-11 as they will have groceries and healthy options as well.

Leticia Lopez spoke in support of the 7-11 and stated its importance for the community, especially when emergency items are needed.

Lydia Panuelas spoke in support of the 7-11.

Catalina Suvia spoke in support of the 7-11.

Betty Peralta spoke in support of the 7-11.

Vanessa Delgado spoke in support of the 7-11 and submitted an email of support.

Johan Aboud stated that the public hearing should be postponed indefinitely until speakers can attend the meeting in person.

Sheri Olson spoke in hopes of moving forward and stated that the 7-11t will be good for the community.

Mayor Melendez closed the public hearing at the hour of 8:29 p.m.

Mayor Pro Tem Cobos-Cawthorne asked if Quality Inspections would take place and was advised that quarterly inspections would take place.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council take one of the following actions:

- 1) Conduct a public hearing to consider all matters presented at the public hearing, uphold the Planning Commission denial of CUP 24-19, and direct staff to bring back a City Council Resolution containing findings supporting the Planning Commission's denial of CUP 24-19; or
- 2) Conduct a public hearing to consider all matters presented at the public hearing, adopt a Resolution No 20-24 overturning the Planning Commission decision to deny CUP 24-19 and approving CUP 24-19, which would become effective after City Council's findings are referred to the Planning Commission and the Planning Commission provides a further report on the matter per Montebello Municipal Code 17.78.130 – "Council decisions contrary to planning commission action"; and
- 3) Take such additional, related, action that may be desirable.

Motion carried unanimously on a 5-0 roll call vote of the City Council.

CONSENT MATTERS

17. ADOPT AND AUTHORIZE THE AWARD OF CONSTRUCTION FOR THE PAVING THE WAY - PILOT PROJECT (C.P. NO. 20-10)

City Manager stated that the roads have been in need of repairs for about twenty years and stated that concrete work had to be completed before the repairs of curbs and gutters.

Councilmember Torres asked about Phase II concrete work is going to interphase with the asphalt work.

City Manager Bobadilla stated that the asphalt work can begin in May and be completed in November. Other streets are being completed with concrete work and that the goal was to complete 100 streets by November, and maybe an additional 30-40 streets.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Adopt Plans and Specifications for the Paving the Way Pilot Project, C.P. No. 20-10 for a cost up to \$5,700,500; and
- 2) Find that the project is compliant with Public Contracting Code Section 3400(c) (Attachment "1 & 2"); and
- 3) Find by a four-fifth (4/5) vote of the City Council that the City may dispense with regular bidding procedures because regular bidding procedures would be impractical, useless, or uneconomical because of the Pilot Project substantial savings pursuant to the Montebello Municipal Code Section 3.20.050(c); and
- 4) Authorize the City Manager to Award and Execute Contract Agreement No. 3762 on Behalf of the City to Manhole Adjusting Inc., and
- 5) Find the project categorically exempt pursuant to the State Guidelines for Implementation of the California Environmental Quality Act (CEQA).

Motion carried unanimously on a 5-0 roll call vote of the City Council.

18. RESOLUTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 37422 SETTING A DATE FOR A PUBLIC HEARING FOR THE SALE OF THE CITY OF MONTEBELLO WATER SYSTEM(S) AND RELATED ASSETS

Mayor Pro Tem Cobos-Cawthorne and stated that the City had been subsidizing the Water System for many years.

City Manager Bobadilla stated that the City recently received a repayment of \$80,000.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Adopt Resolution No. 20-25 pursuant to Government Code Section 37422 setting a date for a Public Hearing for the Sale of the City of Montebello Water System(s) and Related Assets for the regular meeting scheduled on May 27, 2020 at 6:30 PM;
- 2) Direct staff to prepare and publish the Resolution as required by Government Code Section 37422; and
- 3) Direct staff to prepare and mail a notice of the sale to customers of the Water System(s).

Motion carried unanimously.

19. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. 3066 FOR CITY ENGINEERING SERVICES WITH INFRASTRUCTURE ENGINEERS FOR MONTH-TO-MONTH SERVICES

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Approve the Fourth Amendment to the Professional Services Agreement No. 3066 for City Engineering Services with Infrastructure Engineers, and
- 2) Authorize the City Manager to execute on the City's behalf the Fourth Amendment allowing for month-to-month service extension of the Agreement, and
- 3) Authorize the City Manager to issue a Request for Proposals (RFP) for Engineering Services.

Motion carried unanimously.

20. MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF MONTEBELLO FOR PARTICIPATION IN THE SAN GABRIEL VALLEY REGIONAL VEHICLE MILES OF TRAVEL ANALYSIS MODEL

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Approve a Memorandum of Agreement ("MOA") Mo. 3763 between the San Gabriel Valley Council of Governments ("SGVCOG") and the City of Montebello for participation in the San Gabriel Valley Regional Vehicle Miles of Travel ("VMT") Analysis Model for an amount not to exceed \$14,855; and
- 2) Authorize the City Manager to execute the MOA on behalf of the City.

Motion carried unanimously.

21. SECOND READING OF ORDINANCE AMENDING TITLE 17 OF THE MONTEBELLO MUNICIPAL CODE TO ALLOW ELECTRIC FENCE TECHNOLOGY IN COMMERCIAL AND INDUSTRIAL ZONES - ZONE CODE AMENDMENT ("ZCA") 07-19.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

Hold the second reading of the Ordinance (ZCA 07-19) Amending Title 17 of the Montebello Municipal Code to allow electric fence technology to be implemented within the City's Commercial and Industrial zones with development standards, and adopt Ordinance No. 2420. Motion carried unanimously.

22. APPROVE SECOND AMENDMENTS TO PROFESSIONAL SERVICES AGREEMENTS WITH AVANT GARDE INC. AND MICHAEL BAKER INTERNATIONAL FOR ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG"/HOME INVESTMENT PARTNERSHIP ACT ("HOME") PROGRAM SERVICES

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Approve a Second Amendment to the Professional Services Agreement for CDBG/HOME Program services with Avant Garde Inc. ("AGI") and authorize the City Manager to execute the Agreement on behalf of the City;
- 2) Approve a Second Amendment to the Professional Services Agreement for CDBG/HOME Program services with Michael Baker International ("Michael Baker") and authorize the City Manager to execute the Agreement on behalf of the City;
- 3) Authorize the City Manager to issue a Request for Proposals ("RFP") for CDBG/HOME Program Services.

Motion carried unanimously.

23. APPROVAL OF FIRST AMENDMENT TO AGREEMENT NO. 3419 WITH LEED ELECTRICAL FOR ON-CALL ELECTRICAL SERVICES

City Manager Bobadilla stated that he would like to hire a contractor versus an employee with benefits, adding that he would like an on-call person.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

- 1) Approve the First Amendment to Agreement No. 3419 for On-Call Electrical Services with Leed Electric, Inc.; and
- 2) Authorize the City Manager to execute an agreement on behalf of the City.

Motion carried unanimously.

24. UPDATE TO SALARY RESOLUTION AND TABLE OF ORGANIZATION (POSITION LISTING)

Councilmember Torres spoke about this item at the last meeting and spoke of philosophical differences, and stated that he supports City staff but that all information needs to be given to the City Council.

City Manager Bobadilla stated that the positions on the Table of Organization were already approved but had not been filled.

Councilmember Hadjinian stated that the City Administrator position was converted to City Manager and stated that the City Manager is not adding positions outside the City Budget.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

Approve Resolution No. 20-26 updating the compensation plan and table of organization (position listing).

Motion carried on the following 4-0-1 roll call vote:

AYES: Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
NOES: None
ABSTAIN: Torres

25. UPDATE TO SALES TAX AUTHORIZED POSITIONS

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

Approve Resolution No. 20-27 allowing certain City Officials and the City's independent sales tax auditor contractor access to receive and review sales and use tax transaction reports. Motion carried unanimously.

26. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED MARCH 25, 2020

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

Adopt Resolution No. 20-28 approving the Warrant Register dated March 25, 2020. Motion carried unanimously.

27. PUBLIC ORALS – IF NEEDED

28. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

COUNCIL ORALS

29. COUNCILMEMBER HADJINIAN

None.

30. MAYOR PRO TEM COBOS-CAWTHORNE

None.

31. COUNCILMEMBER JIMENEZ

None.

32. COUNCILMEMBER TORRES

None.

33. MAYOR MELENDEZ

None.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 9:05 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of March 25, 2020, were approved as written on May 27, 2020.

IRMA BARAJAS, City Clerk

MINUTES

THE MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN AN EMERGENCY SESSION.

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 10:05 p.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Hadjinian, Cobos-Cawthorne, Jimenez (teleconference),
Torres (teleconference)
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman (teleconference)

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that this meeting is called as an Emergency Meeting per Government Code 54956.5. Motion carried unanimously on a 5-0 roll call vote of the City Council.

3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
4. **PUBLIC ORAL COMMUNICATIONS**

None.

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to meet in Closed Session as the meeting as been called as an Emergency Meeting per Government Code 54956.5. Motion carried on a 5-0 roll call vote of the City Council.

Mayor Melendez recessed the meeting into Closed Session at the hour of 10:-05 a.m. At the hour of 10:35 a.m. Mayor Melendez reconvened the meeting.

CLOSED SESSION

5. **THREAT TO PUBLIC SERVICES OR FACILITIES**
Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

Discussion took place. City Council provided direction to City Manager regarding bus service.

OPEN SESSION

6. **CONSIDERATION OF ALTERNATIVES TO ADDRESS COVID-19 CIRCUMSTANCES.**

Councilmember Hadjinian moved, seconded by Mayor Pro Ten Cobos-Cawthorne to reduce City Staff and some services due to Covid-19 Virus beginning April 19 through April 26, 2020. Motion carried unanimously on a 5-0 roll call vote of the City Council.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 10:51 a.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of April 3, 2020, were approved as written on May 27, 2020.

IRMA BARAJAS, City Clerk

THE CITY COUNCIL OF THE CITY OF MONTEBELLO MET AT THE ABOVE TIME AND PLACE IN A REGULAR SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER: Mayor Melendez**
- 2. ROLL CALL: City Clerk I. Barajas**
MEMBERS PRESENT: Cobos-Cawthorne (via teleconference), Jimenez (via teleconference), Torres (via teleconference), Hadjinian, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS FOR CLOSED SESSION ITEMS: City Attorney Alvarez-Glasman**

ORAL COMMUNICATIONS ON CLOSED SESSION ITEMS

None.

Mayor Melendez recessed the meeting into Closed Session at the hour of 5:35 p.m. to discuss the following matters. At the hour of 6:50 p.m., Mayor Melendez reconvened the meeting.

CLOSED SESSION – 5:30 P.M.

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

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Government Code Section 54956.9(d)(2)
One matter

The City Council provided authorization to the City Attorney regarding the MyVar matter. Direction was provided to the City Attorney. Motion carried 5-0.

5. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Katherine Weaver v. City of Montebello
U.S.D.C. Case No. 2:19-cv-01585-DMG-FFM

The City Council unanimously provided authority to the City Attorney office to attempt to settle consistent with items expressed in Closed Session.

6. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code Section 54956.9(d)(1)
Dragoo v. Montebello
WCAB case no. ADJ9623424

City Council provided authorization to Special Counsel on the matter. No action taken, nothing further to be reported.

7. THREAT TO PUBLIC SERVICES OR FACILITIES

Government Code Section 54957
Consultation with City Manager, Police Chief, City Attorney and other related City officials

Direction was provided to the City Manager on the matter concerning Part-Time employees. No action to report.

8. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property: 901 Via San Clemente
Agency: Rene Bobadilla
Negotiating Parties: Kix Soccer
Under negotiation: Terms of payment or price

No discussed.

9a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 901 Via San Clemente, Montebello, CA
Agency's Negotiator: René Bobadilla, City Manager
Negotiating Party: Transports
Under Negotiation: Price and Terms

Not discussed

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to add Item Nos. 9b and 9c. Motion carried on a 5-0 roll call vote of the City Council.

9b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.

Government Code Section 54956.8

Property: 1213 w. Olympic Blvd.
Agency's Negotiator: Rene Bobadilla
Negotiating Party: Newcastle Development
Under Negotiation: Price and terms of payment

City Council unanimously provided authority to enter into an Exclusive Negotiating Agreement with Newcastle Development for 6 months, and authorized the City Manager to execute the ENA.

**9c. PUBLIC EMPLOYEE DISCIPLINE, DISMISSAL, RELEASE.
Government Code Section 54957**

One item discussed. Direction was provided to City Staff to bring back additional information at a future date.

REGULAR SESSION - 6:30 P.M.

10. INVOCATION City Treasurer Gutierrez

11. PLEDGE OF ALLEGIANCE Councilmember Hadjinian

12. STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

City Manager Bobadilla stated that the City received correspondence from HUD stating that the City is now in full compliance with HUD.

13. CORRECTIONS TO THE AGENDA – CITY MANAGER

Item No. 24 will not be discussed.

City Attorney Alvarez-Glasman announced that staff would like to add three additional items to the agenda as they came up after the posting of the agenda. Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne to add Item Nos. 28, 29 and 30. Motion carried on a 5-0 roll call vote of the City Council.

14. STATEMENT OF PUBLIC ORAL COMMUNICATIONS: City Attorney Alvarez-Glasman

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

None.

16. APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that all items be approved in a single motion with the exception of Item Nos. 17, 23, 25, 28, 29 and 30. Item No. 24 will not be discussed. Such approval will also waive the reading of any ordinance. Motion carried unanimously.

CONSENT MATTERS

17. APPROVE THE PROPOSAL FROM SINAI CONSTRUCTION AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF THE CITY FOR REPAIRS TO THE PROPERTY LOCATED AT 425 N. MONTEBELLO BLVD

RECOMMENDATION: It is recommended that the City Council:

- 1) Approve the Proposal and authorize project funding in an amount not to exceed \$75,000 for Sinai Construction for repairs to the property located at 425 N. Montebello Blvd;
- 2) Authorize the City Manager to execute the necessary documents on behalf of the City;
- 3) Approve a budget amendment to the Fiscal Year 2019-20 budget, transferring funds from Restricted Fund Balance (Account No. 810-2920) to Building Maintenance and Repairs (Account No. 810-99-6040.60) in the amount of \$75,000.

18. APPROVE A RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2020-21 FUNDED BY SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: It is recommended that the City Council:

Approve a Resolution adopting the list of projects for Fiscal Year 2020-21 funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017.

19. SELECTION FOR AWARD OF CONTRACT FOR THIRD PARTY ADMINISTRATOR (TPA) OF THE CITY'S SELF-FUNDED GENERAL LIABILITY & WORKERS COMPENSATION PROGRAMS

RECOMMENDATION: It is recommended that the City Council:

- 1) Authorize the City Manager to execute an agreement with an approval by the City Council to a three-year contract with two (2) one-year renewal options pursuant to RFP 19-60 and RFP 19-61 with Hazelrigg Claims Management Services, Inc.; and
- 2) Authorize the City Manager to maintain the month-to-month contract with Sedgwick for up to two (2) months to allow an effective transition of the City's general liability and workers' compensation programs from Sedgwick to Hazelrigg Claims Management Services, Inc. Said contract extension shall extend the City's contract with Sedgwick to June 30, 2020. The extension shall be terminable at any time prior to June 30, 2020.

20. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR JAIL SERVICES AS DETAILED IN RFP # 19-55

RECOMMENDATION: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for official operation of the Montebello Police Department's Type 1 Jail Facility as detailed in RFP #19-55; and
- 2) Authorize the City Manager to execute the Professional Services Agreement on behalf of the City.

21. CERTIFICATION OF RESULTS OF MARCH 3, 2020 SPECIAL MUNICIPAL ELECTION

RECOMMENDATION: It is recommended that the City Council:

Move to adopt the Resolution reciting the facts of the Special Municipal Election held on March 3, 2020, declaring the results and such other matters as required by law.

22. APPROVAL OF AGREEMENT FOR TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES

RECOMMENDATION: It is recommended that the City Council:

Authorize the City Manager to approve an agreement with Hinderliter, deLlamas and Associates to perform Transactions Tax Audit and Information Services related to Measure H.

23. APPROVAL OF RESOLUTION TO EXECUTE AGREEMENTS WITH STATE TO ADMINISTER LOCAL TRANSACTION AND USE TAX (MEASURE H)

RECOMMENDATION: It is recommended that the City Council:

Approve a resolution executing agreements with the California Department of Tax and Fee Administration (CDTFA) for implementation of the local transaction and use tax (Measure H).

24. TEMPORARY CHANGE IN CITY COUNCIL MEETING TIME

Not discussed.

25. PAYMENT OF BILLS: RESOLUTION APPROVING THE CITY/SUCCESSOR AGENCY WARRANT REGISTER OF DEMANDS DATED APRIL 8, 2020

RECOMMENDED ACTION: It is recommended that the City Council:

Adopt the proposed resolution approving the Warrant Register dated April 8, 2020.

26. PUBLIC ORALS – IF NEEDED

27. INTERGOVERNMENTAL AGENCY MEETINGS UPDATE

28. APPROVAL OF CLASSIFICATION SPECIFICATION FOR ASSISTANT DIRECTOR.

29. ADOPT, ADVERTISE AND AUTHORIZE AWARD OF CONSTRUCTION FOR PAVING THE WAY PROJECT, PHASE III

30. ADOPT A RESOLUTION DESIGNATING AUTHORIZED AGENTS FOR THE CITY OF MONTEBELLO FOR THE CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SERVICES PUBLIC ASSISTANCE GRANT

ADJOURNMENT

NOTES

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION.

OPENING CEREMONIES

- 1. CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 2:08 p.m.
- 2. ROLL CALL:** Deputy City Clerk Guzman
MEMBERS PRESENT: Jimenez, Torres (via teleconference), Hadjinian, Cobos-Cawthorne, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
- 3. STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman
- 4. PUBLIC ORAL COMMUNICATIONS**

None.

APPROVAL OF AGENDA: Councilmember Hadjinian moved, seconded by Councilmember Jimenez to approve all items with the exception of Item Nos. 7 and 8. Motion carried on a 5-0 roll call vote of the City Council.

CONSENT MATTERS

- 5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA FURTHER DECLARING AND PROCLAIMING THE CONTINUED EXISTENCE OF A LOCAL EMERGENCY DUE TO THE AFFECTS OF THE COVID-19 VIRUS AND THE EFFECTS AND IMPACTS UPON THE OPERATIONS OF GOVERNMENT OF THE CITY OF MONTEBELLO**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council: Adopt the Resolution No. 20-33. Motion carried unanimously.
- 6. APPROVAL AND ADOPTION OF THE TRANSPORTATION DEPARTMENT'S REFINED TITLE VI PROGRAM**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:
 - 1) Rescind Resolution 19-109 adopted on September 11, 2019; and
 - 2) Approve and adopt Resolution No.20-34 which includes the Transportation Department's commitment to provide and implement an updated Montebello Bus Lines (MBL) Title VI Program in Compliance with Federal requirements.
Motion carried unanimously.
- 7. CONSIDERATION OF CHANGES TO MONTEBELLO MUNICIPAL CODE CHAPTER 2.04 RELATING TO POWERS, DUTIES AND RESPONSIBILITY OF THE CITY MANAGER**

Councilmember Hadjinian moved, seconded by Councilmember Jimenez that the City Council:
 - 1) Review the Ordinance relating to the position of City Manager and approve or provide direction relative to the clarifications of the Montebello Municipal Code (MMC); and
 - 2) Introduce the Ordinance for First Reading.

Motion carried 4-1 on the following roll call vote of the City Council:

AYES: Jimenez, Hadjinian, Cobos-Cawthorne, Melendez
NOES: Torres

8. FIRST AMENDMENT TO AGREEMENT NO. 3749 BETWEEN THE CITY OF MONTEBELLO AND FIESTA TAXI COOPERATIVE INC. FOR THE DIAL-A-TAXI PROGRAM

Councilmember Hadjinian moved, seconded by Mayor Pro Tem Cobos-Cawthorne that the City Council:

Approve First Amendment to Agreement No. 3749 between the City of Montebello and Fiesta Taxi Cooperative Inc. for the Dial-A-Taxi Program (RFP 19-42) exercising the City's option to amend the agreement with the Contractor by enhancing scope of work and amending the compensation not to exceed an amount of eight hundred ten thousand dollars (\$810,000).

Motion carried 4-1 on the following roll call vote of the City Council:

AYES: Jimenez, Hadjinian, Cobos-Cawthorne, Melendez
NOES: Torres

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 2:55 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of April 15, 2020 were approved as written on May 27, 2020.

IRMA BARAJAS, City Clerk

MINUTES

THE CITY OF MONTEBELLO CITY COUNCIL MET AT THE ABOVE TIME AND PLACE IN A SPECIAL SESSION.

1. **CALL MEETING TO ORDER:** Mayor Melendez called the meeting to order at the hour of 8:20 a.m.
2. **ROLL CALL:** City Clerk I. Barajas
MEMBERS PRESENT: Jimenez, Torres (via teleconference), Cobos-Cawthorne (by phone), Hadjinian, Melendez
STAFF PRESENT: City Manager Bobadilla, City Attorney Alvarez-Glasman
3. **STATEMENT OF PUBLIC ORAL COMMUNICATIONS:** City Attorney Alvarez-Glasman

CLOSED SESSION

Mayor Melendez recessed the meeting at the hour of 1:00 p.m. to discuss the following item. Mayor Melendez reconvened the meeting at the hour of 1:30 p.m.

4. **CONFERENCE WITH LABOR NEGOTIATOR**
Government Code Section 54957.6
Agency's Negotiator: City Manager
Unrepresented Employees: Various Department Directors

Nothing to report. No final action.

OPEN SESSION

5. **BUDGET KICKOFF WORKSHOP**

Department Heads gave summaries of Department budgets.

LUNCH BREAK WAS TAKEN AT 11:45 AND MEETING RECONVENED AT 12:20 P.M.

6. **DISCUSSION OF CITY, PUBLIC AND BUSINESS SERVICE OPERATIONS IN LIGHT OF CURRENT STATE AND COUNTY EMERGENCY ORDERS AND DIRECTIVES.**

Margot Eiser stated that budget summaries by the Department Heads were very informative.

City Manager Bobadilla spoke about State and County orders regarding Phase II and the opening of certain businesses, such as flower shops, clothing stores by pickup only, beaches with no picknicking, volleyball or socializing.

ADJOURNMENT

Upon motion carried unanimously, Mayor Melendez adjourned the meeting at the hour of 1:30 p.m.

APPROVAL OF MINUTES: Upon motion carried unanimously, the minutes of May 8, 2020 were approved as written on May 27, 2020.

IRMA BARAJAS, City Clerk