AMENDED AGENDA - ITEM NO. 5, ATTACHMENT ADDED (CITY COUNCIL APPLICATION SUBMISSIONS)

CITY OF MONTEBELLO

CITY COUNCIL AND PUBLIC FINANCING AUTHORITY
JOINT REGULAR MEETING

WEDNESDAY, JANUARY 25, 2023 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/PUBLIC FINANCING AUTHORITY
David N. Torres, Mayor/Chairperson
Scarlet Peralta, Mayor Pro Tem/Vice Chairperson
Angie M. Jimenez, Councilmember/Member
Salvador Melendez, Councilmember/Member
Georgina Tamayo, Councilmember/Member

CITY MANAGER/EXECUTIVE DIRECTOR	CITY TREASURER	CITY ATTORNEY/AUTHORITY COUNSEL
René Bobadilla	David Matanga	Arnold M. Alvarez-Glasman

CITY CLERK/SECRETARY OF AUTHORITY
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	Arlene Salazar
Fire Chief	Fernando Pelaez
Police Chief	Paul Espinosa
Director of Finance	Michael Solorza
Director of Human Resources	Nicholas Razo
Director of Planning/Community Development	Joseph Palombi
Director of Public Works	James Enriquez
Director of Recreation and Community Services	David Sosnowski
Director of Transportation	Adrianna Kendricks
Director of Public Affairs and Technology	Michael Chee

NOTICES

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council/Public Financing Authority Joint Regular Meeting ("Council"/"PFA") will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.** The meeting will be live streamed and can be watched on the City's website and YouTube Channel via the following link: https://www.montebelloca.gov, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 72 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室

RULES OF DECORUM:
As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, this includes clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/PFA or who otherwise disrupts the orderly conduct of the Council/PFA's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council/PFA meetings, you may address the City Council/PFA in person the day of the meeting. Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins no later than 6:00 p.m.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting, **Wednesday, January 25, 2023 by 3:00 p.m.** These comments will be submitted to all members of the City Council/PFA and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda or otherwise address matters/issues within the subject matter jurisdiction of the City Council/PFA. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council/PFA, with the exception of non-agenda written item comments which will be held over for the next regularly scheduled meeting.

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

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

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS FOR CLOSED SESSION ITEMS
At this time, the general public may address the City Council/PFA on Closed Session Items. Please be aware that the maximum time allotted for members of the public to speak on Closed Session Items shall not exceed three (3) minutes per person. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

CLOSED SESSION 5:00 P.M. - NONE

REGULAR SESSION NO LATER THAN 6:00 P.M.

CLOSED SESSION REPORT

INVOCATION

PLEDGE OF ALLEGIANCE

CORRECTIONS TO THE AGENDA CITY MANAGER

CEREMONIAL/PRESENTATIONS

PUBLIC COMMENTS ON NON-AGENDA AND AGENDA ITEMS (30 MINUTES)
At this time, the general public may address the City Council/PFA on both non-agenda *and* agenda items. Please be aware that the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per speaker. State Law prohibits the City Council/PFA from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor.

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

PUBLIC HEARING

1. FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2461 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. "PC-2022-0004-GPA-ZC-SPR") FOR THE PROPERTY LOCATED AT 844 SOUTH GREENWOOD AVENUE TO ALLOW THE CONSTRUCTION OF TWELVE (12) RESIDENTIAL UNITS

RECOMMENDATION: It is recommended that the City Council:

1. Conduct Public Hearing and uphold the Planning Commission's recommendation to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2022-0004-GPA-ZC-SPR to amend the General Plan Designation from Low Density Residential to High Density Residential and change the zoning designation from R-1 to R-3 to allow the development of twelve (12) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and

2. Waive First Reading and Introduction of Ordinance No. 2461 approving a GPA and ZC (Case No. PC-2022-0004-GPA-ZC-SPR) for the property located at 844 S. Greenwood Avenue ("Project Site"); and
3. Find and Determine the GPA and ZC to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and
4. Take such additional, related action that may be desirable.

2. PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC. AND ADOPT RESOLUTION NO'S. 22-93 AND 22-96

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving an Energy Services Contract with Alliance Building Solutions, Inc. (ABS), a Finance Agreement and related documents with Alliance Funding Solutions, Inc. (AFS) for the construction of energy conservation measures at various City facilities; and
2. Adopt Resolution No. 22-93 approving certain findings for energy related improvements to various city facilities in accordance with California Government Code Section 4217; and
3. Adopt Resolution No. 22-96 authorizing the execution of a Lease Purchase Agreement, Escrow Agreement and Equipment Schedule with Alliance Funding Solutions, Inc.; and
4. Authorize the City Manager to execute the agreements and any other related documents in a final form approved by the City Attorney; and
5. Take such additional, related, action that may be desirable.

OLD BUSINESS

3. SECOND READING AND ADOPTION OF ORDINANCE NO. 2459, REPEALING ORDINANCE NO. 2443 REMOVING CITY COUNCIL/AGENCY RULES OF ORDER FROM MONTEBELLO MUNICIPAL CODE CHAPTER 2.14

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a second reading and adopt Ordinance No. 2459 repealing previously adopted Ordinance 2443 and provide further direction for a date for a study session to review the rules of procedure; and
2. Take such additional, related action that may be desirable.

4. SECOND READING AND ADOPTION OF ORDINANCE NO. 2460, AMENDING SECTION 3.20.050 AND 3.21.025 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL CERTAIN EXCEPTIONS TO BIDDING PROCEDURES FOR PROFESSIONAL/SPECIAL SERVICES AND PURCHASES OF SUPPLIES/EQUIPMENT

RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Second Reading and adopt Ordinance No. 2460 repealing certain exceptions to the bidding procedures for professional/special services and purchasing of supplies/equipment; and
2. Take such additional, related action that may be desirable.

REGULAR BUSINESS

5. REVIEW OF CITY COUNCIL APPLICATIONS RECEIVED AND CONSIDERATION OF APPOINTMENT FOR TWO AT-LARGE CITY COUNCIL SEATS WITH AN ENDING TERM OF NOVEMBER 12, 2024

RECOMMENDATION: It is recommended that the City Council:

1. Review and evaluate applications received by residents interested in being appointed to the vacant at-large City Council seats; and
2. Receive comments from applicants; and

3. Designate those to be appointed to the vacant City Council seats for a two-year period; and
4. Take such additional, related action that may be desirable.

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

6. ADOPTION OF RESOLUTION NO. 23-07 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONDEMNING AZERBAIJAN'S ILLEGAL BLOCKADE OF NAGORNO-KARABAKH (ARTSAKH)

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-07 condemning Azerbaijan's blockade of Nagorno-Kharabakh (Artsakh); and
2. Take such additional, related action that may be desirable.

7. APPROVAL OF BUREAU OF JUSTICE ASSISTANCE (BJA), PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) SOLICITATION FUNDS UTILIZATION

RECOMMENDATION: It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the Bureau of Justice Assistance (BJA), Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation funds utilization, in the amount of $21,628.49; and
2. Amend the Fiscal Year 2022-23 budget and increase appropriations by $21,628, in grant Account No. 265-8003-6010.60 (Grants, Bulletproof Vest Grant, Personal Protective Equipment [expenditures]) and Account No. 265-99-4198.84 (Grants, Bulletproof Vest Grant [revenue]); and
3. Take such additional, related action that may be desirable.

8. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-7) FOR CHARTER BUS SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Services Department; and
2. Take such additional, related action that may be desirable.

9. AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the submission of an application to the Clean California Local Grant Program; and
2. Take such additional, related action that may be desirable.

10. ADOPT RESOLUTION NO. 23-06 FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-06 for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and
2. Take such additional, related action that may be desirable.

11. STATUS REPORT ON EXPENDITURE AND COMMITMENT OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF)

RECOMMENDATION: It is recommended that the City Council

1. Receive and file this report providing a status update on the expenditure and commitment of the City's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

12. AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-6) TO HIRE A CONSULTANT TO PROVIDE STRATEGIC PLAN DEVELOPMENT SERVICES

RECOMMENDATION: It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP 23-6) to hire a consultant to conduct and provide strategic plan development services; and
2. Take such additional, related action that may be desirable.

13. TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2022

RECOMMENDATION: It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2022 (Second Quarter).

14. PAYMENT OF BILLS: ADOPT RESOLUTION NO. 23-05 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JANUARY 25,2023.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 23-05 approving the Warrant Register dated January 25,2023.

AB 1234 TRAVEL REPORTS

Members of the City Council will provide a brief report on meetings attended at the expense of the local agency as required by Government Code Section 53232.3(d).

COUNCIL ORALS

Council member announcements; requests for future agenda items; conference/meetings reports.

- **Georgina Tamayo, Councilmember**

1. **For District 1 residents - open seats for the Parks & Recreation Commission, Planning Commission, and Youth and Education Commission. Please download an application on the City of Montebello's website at: https://www.montebelloca.gov/departments/administration/city_clerks_office/commissions_and_committees and submit completed applications to the City Clerk's office no later by Wednesday, February 8, 2023 by 5:30 p.m.**

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

1. **Request for Council consensus 1) directing staff to prepare a community survey exploring the effects of COVID in Montebello; and 2) allocating American Rescue Plan Act (ARPA) funds to address the most pressing needs as identified by survey respondents.**
2. **Request for Council consensus reaffirming our commitment to report, on a quarterly basis, the metrics of our Montebello Community Assistance Program (MCAP).**

3. **Request for Council consensus to explore conducting a study through local colleges on the mental and behavioral health issues within Montebello.**
4. **Community announcement on commission vacancies available to District 4 residents.**
5. **Community announcement for, and well-wishes to, the Montebello-Commerce Youth in Government delegation participating in the 75th Model Legislature and Court in Sacramento February 10-13.**

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on February 8, 2023 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov (Click on Live Stream).

I, Alicia Fernandez, Senior Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Sunday, January 22, 2023 at 5:00 p.m.**



Alicia Fernandez, Senior Deputy City Clerk

ITEM # 1

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Joseph Palombi, Director of Planning & Community Development

SUBJECT: **FIRST READING AND INTRODUCTION OF ORDINANCE NO. 2461 AMENDING THE GENERAL PLAN AND ZONING DESIGNATION (CASE NO. "PC-2022-0004-GPA-ZC-SPR") FOR THE PROPERTY LOCATED AT 844 SOUTH GREENWOOD AVENUE TO ALLOW THE CONSTRUCTION OF TWELVE (12) RESIDENTIAL UNITS**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Conduct Public Hearing and uphold the Planning Commission's recommendation to approve General Plan Amendment (GPA) and Zone Change (ZC) Case No. PC-2022-0004-GPA-ZC-SPR to amend the General Plan Designation from Low Density Residential to High Density Residential and change the zoning designation from R-1 to R-3 to allow the development of twelve (12) residential units, and make related findings that the proposed project is consistent with the Montebello General Plan; and
2. Waive First Reading and Introduction of Ordinance No. 2461 approving a GPA and ZC (Case No. PC-2022-0004-GPA-ZC-SPR) for the property located at 844 S. Greenwood Avenue ("Project Site"); and
3. Find and Determine the GPA and ZC to be statutorily exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no fiscal impact associated with the approval of a General Plan Amendment and Zone Change for the property located at 844 South Greenwood Avenue.

BACKGROUND/DISCUSSION:

The Project Site is located approximately 980 feet from the intersection of South Greenwood Avenue and Washington Boulevard within the R-1 (Single-Family Residential) zone. The elongated rectangular shaped lot is approximately 36,150 square feet in size and is currently improved with an approximately 740 square foot single-family residential dwelling unit. The Project Site is surrounded by multi-family developments zoned for R-3 to the north, south, and west. Single-family homes zoned for R-1 are adjacent to and abut the east and southeast portion of the Project Site. There is an R-1 zoned lot developed with three (3) duplexes immediately to the north of the Project Site.

The Applicant is requesting to change the General Plan designation from Low Density Residential to High Density Residential and to change the zoning designation from R-1 (Single-Family Residential) to R-3 (Multi-Family Residential). Concurrently, the Applicant submitted a Site Plan Review to allow the construction of twelve (12) for rent dwelling units at the Project Site. The Site Plan Review entitlement only requires the review and approval of the Planning Commission, however, such entitlement is contingent upon the City Council's approval of the GPA and ZC. The proposed zoning, general plan amendment, and density is compatible with the surrounding area considering that there are a significant number of multi-family developments within the immediate vicinity.

As shown in the attached site plan (Attachment E), the configuration of the twelve (12) dwelling units will consist of four (4) detached, two-story (2-story) buildings, with three (3) dwelling units per building. Each proposed building is approximately 7,194 square feet with approximately 2,361 square feet per unit. The proposed lot coverage for the Project Site is forty-five (45) percent, which is under the allowed sixty (60) percent lot coverage. The proposed floor plan will consist of a living room, kitchen, dining area, a powder room and a two-car garage on the first floor. The second floor will consist of a master bedroom suite, two (2) bedrooms, one (1) double vanity bathroom, laundry facilities, and a 77 square foot balcony for each unit. The proposed building height is approximately 25 feet, which will not exceed the allowed height for the proposed zone. Additionally, each unit will be equipped with a private open space ranging from approximately 355-450 square feet. The proposed building architectural treatments will include: a Spanish tile roof, stucco finish, foam trim around the windows, decorative stone on the front façade, decorative entry doors and wooden garage doors.

Per the Montebello Municipal Code (MMC) Chapter 17.52, the proposed project

is required to provide two (2) enclosed parking spaces per unit, plus one (1) visitor parking for every three (3) dwelling units. The development as proposed will provide a total of twenty-eight (28) parking spaces, which includes twenty four (24) covered parking spaces and four (4) uncovered visitor parking spaces. Should the City Council consider approving the proposed General Plan amendment and Zone Change, the project as proposed, meets and/or exceeds the required development standards for an R-3 Multi-Family zoned property and will be consistent with the intent of the MMC Chapter 17.10.

GENERAL PLAN LAND USE AND HOUSING ELEMENT

The General Plan Land Use designation for the Project Site is Low Density Residential with a proposed amendment to change the designation to High Density Residential. The following General Plan Land Use Element and Housing Element goals and policies are applicable to the proposed development:

General Plan Land Use Element Goal #1 is “to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development.”

General Plan Land Use Residential Policy #1 states that “residential development should aim for the density standards outlined in the Housing Element of the General Plan.”

General Plan Housing Element Goal #2 is to “increase housing production to improve affordability for the City’s current and future residents.”

General Plan Land Use Residential Policy #3 states that “opportunities for a variety of living needs should be available in various locations throughout the City".

General Plan Housing Element Policy #2.6 states that “the City shall streamline entitlement and permitting process to reduce the cost of new housing and to accelerate housing production.”

The proposed project conforms to the City of Montebello General Plan Land Use and Housing Elements in that the proposed development will allow for the more reasonable development of the lot on which the project is proposed, provide additional housing opportunities, and add to the variety of housing types available in the City. The Project Site is relatively large and is currently surrounded by other multiple family residential uses, with some single family properties also present in the vicinity. Allowing the proposed general plan amendment and zone change to allow the development of twelve (12) units will contribute to the more orderly arrangement of the parcels in the vicinity and the addition of housing will slightly alleviate the need for housing in the area. Additionally, the increased housing production in the area could

potentially improve the affordability for the City's current and future residents by increasing the overall supply of housing in the City. Allowing the project to move forward as proposed is also consistent with Housing Element Policy #2.6 which states that the City shall accelerate housing production.

FINDINGS

Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items:

1. Describe how the proposed Zone Change is consistent with the objectives and policies of the General Plan;

The zone change is consistent with the objectives and policies of the General Plan in that the density is appropriate to the neighborhood and the surrounding uses. The General Plan Land Use and Housing Element analysis provided above further demonstrate how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that there is already a significant number of multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage, to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. Detail why the proposed Zone Change is necessary;

The Zone Change is necessary because the proposed project is not achievable under the current zoning designation of the property (R-1). Under the City of Montebello's R-1 standards, the maximum allowable density of the lot is one (1) dwelling unit whereas under the R-3 standards, one (1) dwelling unit is allowed per 3,000 square feet of lot area. Considering that the size of the lot is approximately 36,000 square feet, the proposed Zone Change will allow for the more reasonable development of the site.

3. Describe how the proposed Zone Change will not create problems harmful to the public health, safety, and general welfare;

The existing site has been constructed as a single family residence with a very large backyard since 1938. The Zone Change and subsequent development would not create problems for public health and safety and may actually lessen problems related to public safety because the large backyard is currently unsupervised and is subject to unlawful use and dumping. The proposed Zone Change and development can also be beneficial to the public health, safety, and general welfare by bringing in more investment money in the area, bringing in

construction and related jobs, as well as by providing much needed housing. The adjacent properties have been built up to sustain medium and higher densities and the proposed project would allow for more continuity to be present along Greenwood Avenue. The proposed Zone Change and development is in compliance with the R-3 zone and all other sections of the MMC which will ensure that the project will not create problems harmful to the public health, safety, and general welfare.

On December 6, 2022, the Planning Commission held a duly noticed public hearing and considered the proposal for a General Plan Amendment, Zone Change, and Site Plan Review (Case No. PC-2022-0004-GPA-ZC-SPR) to: 1) amend the General Plan designation from low density residential to high density residential, 2) change the zoning designation from R-1 (Single-Family Residential) to R-3 (Multifamily Residential), and 3) allow the construction of twelve (12) dwelling units at 844 S. Greenwood Avenue. The Planning Commission approved a Site Plan Review and recommended that the City Council approve GPA and ZC (Case No. PC-2022-0004-GPA-ZC-SPR). Approval of the Site Plan Review is contingent upon the City Council's approval of the GPA and ZC. The action of the Planning Commission was taken by a 3-0-0-1 vote with 3 members voting in favor of the proposal and 1 member being absent.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines, the proposed General Plan Amendment and Zone Change (Case No. PC-2022-0004-GPA-ZC-SPR) before the City Council today are not considered a project per the CEQA definition of a project since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption). CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change. The Planning Commission determined that the related Site Plan Review for the construction of twelve (12) units is Categorically Exempt from CEQA under Section §15332 (In-Fill Development Projects). Here, the City Council is specifically being asked to determine and find that the proposed General Plan Amendment and Zone Change are also exempt.

ANALYSIS:

N/A

SUMMARY:

Staff is requesting that the City Council conduct a public hearing to consider all matters presented, and waive first reading and adopt Ordinance No. 2461 upholding the Planning Commission's recommendation to approve General

Plan Amendment and Zone Change Case No. PC-2022-0004-GPA-ZC-SPR. Approval of the General Plan Amendment and Zone Change allows the related Site Plan Review approved by the Planning Commission to move forward. Additionally, staff is requesting the City Council find and determine the GPA and ZC to be statutorily exempt from the CEQA under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2461 (PC-2022-0004-GPA-ZC-SPR) (01-17-2023)
2. Attachment B - 844 S. Greenwood Site Plan and Elevations
3. Attachment C - Executed Planning Commission Resolution No. 16-22
4. Attachment D - Executed Planning Commission Resolution No. 15-22
5. Attachment E - Final CC Public Hearing Notice - 844 S. Greenwood
6. Attachment F- CEQA NOE - 844 S. Greenwood Avenue

NEXT STEPS:

N/A

ORDINANCE NO. 2461

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT ("GPA") AND ZONE CHANGE ("ZC") ("CASE NO. PC-2022-0004-GPA-ZC-SPR") TO AMEND THE GENERAL PLAN LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL AND CHANGE THE ZONING DESIGNATION FROM R-1 (SINGLE FAMILY) TO R-3 FOR THE PROPERTY LOCATED AT 844 SOUTH GREENWOOD AVENUE ("PROJECT SITE"), AND FINDING THAT THE GENERAL PLAN AMENDMENT AND ZONE CHANGE ARE STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello ("City") received an application from John Mark Construction Company, Inc. ("Applicant") for a General Plan Amendment, Zone Change, and Site Plan Review (Case No. PC-2022-0004-GPA-ZC-SPR) to: 1) amend the General Plan designation from low density residential to high density residential, 2) change the zone zoning designation from R-1 (Single Family Residential) to R-3 (Multi-family Residential), and 3) allow the construction of twelve (12) dwelling units at the project site ("Project") located at 844 S. Greenwood Avenue ("Project Site"); and

WHEREAS, pursuant to Montebello Municipal Code ("MMC") Chapter 17.76, the reclassification of specific properties from one zone to another can be initiated by motion of City of Montebello Planning Commission ("Planning Commission") based upon its decision as to whether the public interest, convenience and necessity so requires the change of zone; and

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission needs to recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, on December 6, 2022, the Planning Commission held a duly noticed public hearing and adopted Planning Commission Resolution No. 16-22 recommending that the City Council approve General Plan Amendment and Zone Change Case No. PC-2022-0004-GPA-ZC-SPR; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the GPA and ZC (PC-2022-0004-SPR-ZC-GPA) are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption) and no physical changes will occur as a result of the activity; and

WHEREAS, on January 25, 2023, the City Council conducted a duly noticed public hearing on the proposed general plan amendment and zone change, at which the City Council received and considered staff presentations, recommendations, public testimony, and all other substantial evidence presented at the public hearing and included in the record for this matter; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

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

SECTION 1. **RECITALS**. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Ordinance.

SECTION 2. FINDINGS.

A. Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items, which are hereby incorporated as substantial findings of the City Council:

1. *Describe how the proposed Zone Change is consistent with the objectives and policies of the General Plan;*

The zone change is consistent with the objectives and policies of the General Plan in that the density is appropriate to the neighborhood and the surrounding uses. The General Plan Land Use and Housing Element analysis provided in the staff report further demonstrate how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that there is already a significant number of multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage, to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. *Detail why the proposed Zone Change is necessary;*

The Zone Change is necessary because the proposed project is not achievable under the current zoning designation of the property (R-1). Under the City of Montebello's R-1 standards, the maximum allowable density of the lot is one (1) dwelling unit whereas under the R-3 standards, one (1) dwelling unit is allowed per 3,000 square feet of lot area. Considering that the size of the lot is approximately 36,000 square feet, the proposed Zone Change will allow for the more reasonable development of the site.

3. *Describe how the proposed Zone Change will not create problems harmful to the public health, safety, and general welfare;*

The existing site has been constructed as a single-family residence with a very large backyard since 1938. The Zone Change and subsequent development would not create problems for public health and safety and may actually lessen problems related to public safety because the large backyard is currently unsupervised and is subject to unlawful use and dumping. The proposed Zone Change and development can also be beneficial to the public health, safety, and general welfare by bringing in more investment money in the area, bringing in construction and related jobs, as well as by providing much needed housing. The adjacent properties have been built up to sustain medium and higher densities and the proposed project would allow for more continuity to be present down Greenwood Avenue. The proposed Zone Change and development is in compliance with the R-3 zone development standards by providing the required open space, parking and setbacks to ensure that the project will not pose any impacts to the public health, safety, and general welfare for the surrounding neighborhood.

SECTION 3. CEQA. The City Council hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed GPA and ZC. It should be further noted that during the duly noticed Planning Commission public hearing, the Planning Commission also found the related Site Plan Review for the contemplated Project to be Categorically Exempt per Section §15332 (In-Fill Development Projects).

SECTION 4. GENERAL PLAN LAND USE MAP AND ZONE MAP. City staff is hereby directed to amend the City's official General Plan Land Use Map and Zoning Map and amend the General Plan Map from Low Density Residential to High Density Residential and Zoning Map from R-1 (Single Family Residential) to R-3 (Multi-family Residential) for the property located at 844 South Greenwood Avenue.

SECTION 5. SEVERABILITY. If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such division.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after final approval by the City Council.

PASSED, APPROVED AND ADOPTED 8TH DAY OF FEBRUARY 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

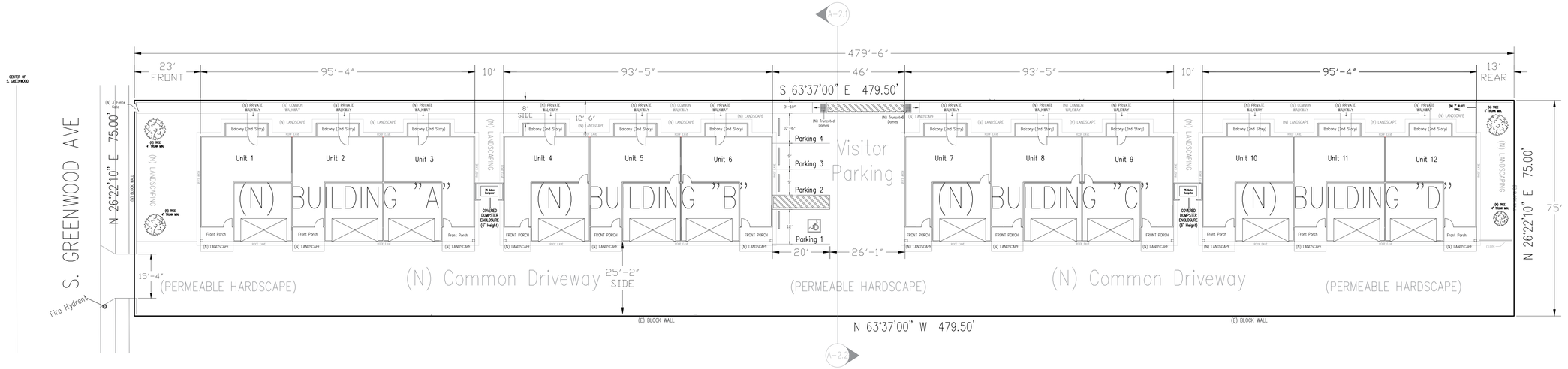
APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 25th day of January, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 8th day of February, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk



PROPOSED SITE PLAN

SCALE: 1/16" = 1'

SCALE: 10' 50' 250' / 5' 25' 100'

	UNIT #1	UNIT #2	UNIT #3	UNIT #4	UNIT #5	UNIT #6	UNIT #7	UNIT #8	UNIT #9	UNIT #10	UNIT #11	UNIT #12	**TOTAL:**
PRIVATE Open Space (Sq Ft)													
NORTH WALKWAY	31	31	31	31	31	31	31	31	31	31	31	31	**372**
NORTH LANDSCAPE	223	222	223	208	222	223	208	222	224	224	222	286	**2,707**
SOUTH LANDSCAPE	38	27	38	31	37	38	31	37	38	38	37	38	**438**
FRONT PORCH	57	55	57	47	55	57	47	55	57	57	55	57	**656**
BALCONY	68	68	68	68	68	68	68	68	68	68	68	68	**816**

COMMON Open Space (Sq Ft)	
WALKWAY	1,724
DRIVEWAY	11,607
PARKING LOT	2,057
EAST LANDSCAPE	599
WEST LANDSCAPE	997
LANDSCAPE (BETWEEN BUILDINGS)	486
DUMPSTER AREA	406

BUILDINGS:

FOOTPRINT: 13,184 Sq Ft
ROOFED AREA: 16,310 Sq Ft

PAVEMENT:

PRIVATE OPEN AREA: 3,799 Sq Ft
TOTAL OF HARDSCAPE AND LANDSCAPED AREAS: 22,936 Sq Ft
TOTAL DRIVEWAY, PARKING, AND DUMPSTERS: 14,070 Sq Ft

JMCC

844 S Greenwood Ave
Montebello, CA 90640

PROJECT ADDRESS:

PROJECT:
CHANGE IN ZONE, RE-DEVELOP PROPERTY WITH 12 SINGLE FAMILY RESIDENCE ON A SINGLE PARCEL

DRAWN BY:

DATE:
9/28/2022

SHEET:
PROPOSED SITE PLAN

SCALE:
1/16" = 1'

PAGE #:
A-2







SOUTH ELEVATION - RENDERINGS

*NOTE RENDERINGS SHOW PROPOSED FINISHES. DIMENSIONS WILL VARY SLIGHTLY AND SOUTH SIDEWALK HAS BEEN REMOVED

JMCC

JOHN MARK CONSTRUCTION CO.
125 N. MARENGO AVE
PASADENA, CA 91101

PROJECT ADDRESS:
844 S Greenwood Ave
Montebello, CA 90640

PROJECT:
CHANGE IN ZONE, RE-DEVELOP
PROPERTY WITH 12 SINGLE FAMILY
RESIDENCE ON A SINGLE PARCEL

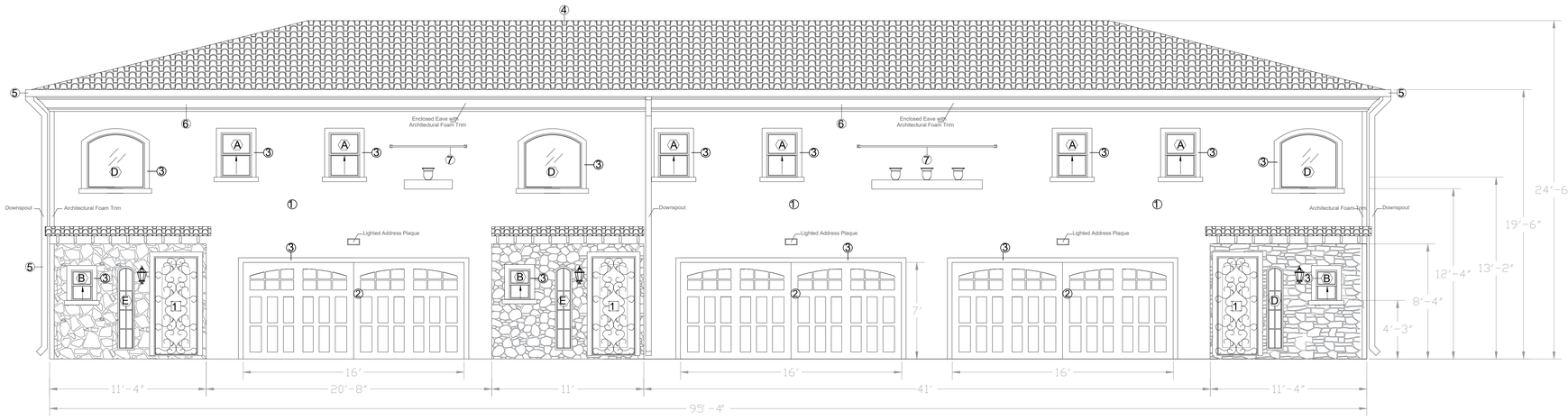
DRAWN BY:
ANTHONY SANCHEZ

DATE:
9/23/2022

SHEET:
RENDERINGS OF SOUTH ELEVATION

SCALE:

PAGE #:
A-8.0

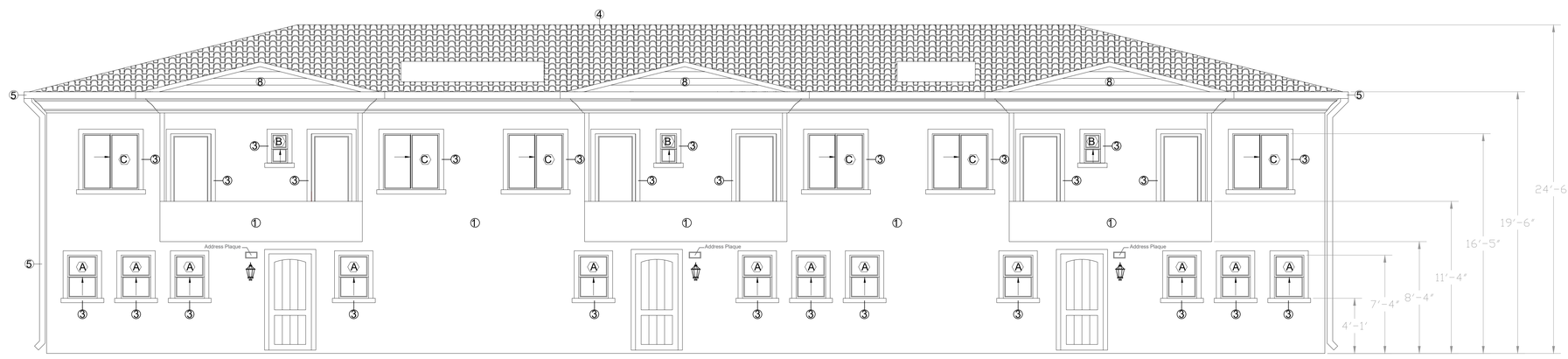


MATERIAL LIST:

① Stucco
② Wood Garage Door
③ Architectural Foam Trim (Around Windows)
④ Spanish Style Roofing Tile
⑤ Metal Gutters
⑥ Architectural Foam Trim (Enclosed Overhang)
⑦ Decorative Iron
⑧ Siding

TYP SOUTH ELEVATION - BUILDINGS "A" & "D"

SCALE: 1/4" = 1'



MATERIAL LIST:

① Stucco
② Wood Garage Door
③ Architectural Foam Trim (Around Windows)
④ Spanish Style Roofing Tile
⑤ Metal Gutters
⑥ Architectural Foam Trim (Enclosed Overhang)
⑦ Decorative Iron
⑧ Siding

TYP NORTH ELEVATION - BUILDINGS "A" & "D"

SCALE: 1/4" = 1'

JOHN MARK CONSTRUCTION CO.
125 N. MARENGO AVE
PASADENA, CA 91101

PROJECT ADDRESS:
844 S Greenwood Ave
Montebello, CA 90640

PROJECT:
CHANGE IN ZONE, RE-DEVELOP PROPERTY WITH 12 SINGLE FAMILY RESIDENCE ON A SINGLE PARCEL

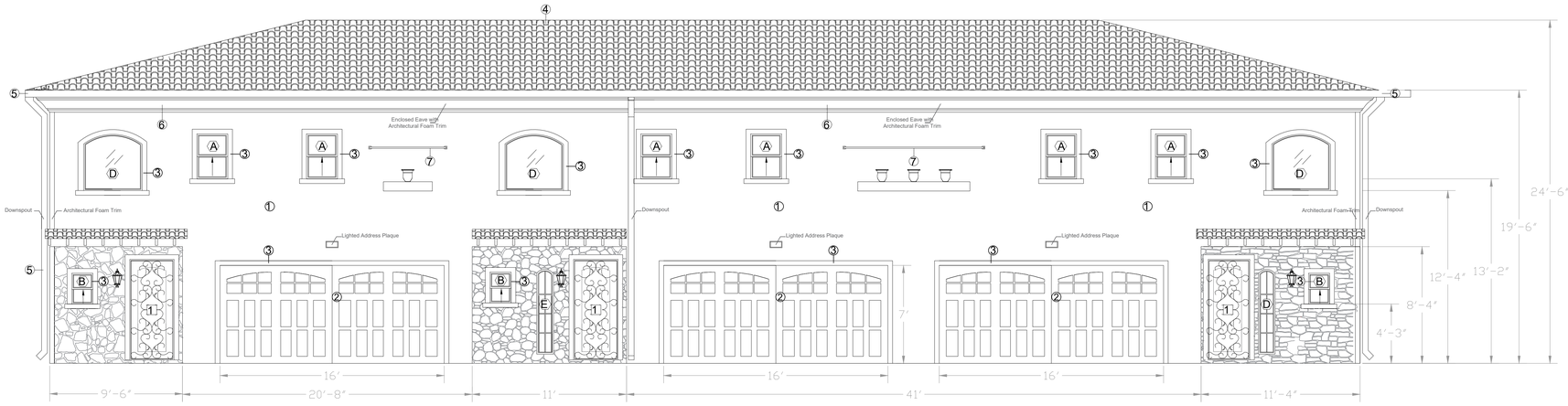
DRAWN BY:
ANTHONY SANCHEZ

DATE:
9/28/2022

SHEET:
SOUTH AND NORTH ELEVATIONS (BUILDING A & D)

SCALE:
1/4" = 1'

PAGE #:
A-5.0

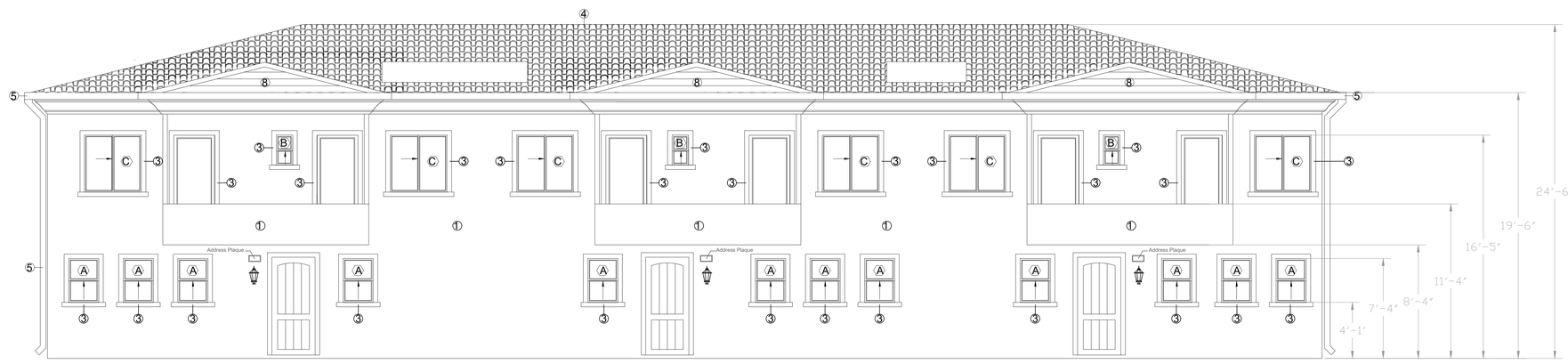


TYP SOUTH ELEVATION - BUILDINGS "B" & "C"

SCALE: 1/4" = 1'

MATERIAL LIST:

1. Stucco
2. Wood Garage Door
3. Architectural Foam Trim (Around Windows)
4. Spanish Style Roofing Tile
5. Metal Gutters
6. Architectural Foam Trim (Enclosed Overhang)
7. Decorative Iron
8. Siding



TYP NORTH ELEVATION - BUILDINGS "B" & "C"

SCALE: 1/4" = 1'

MATERIAL LIST:

1. Stucco
2. Wood Garage Door
3. Architectural Foam Trim (Around Windows)
4. Spanish Style Roofing Tile
5. Metal Gutters
6. Architectural Foam Trim (Enclosed Overhang)
7. Decorative Iron
8. Siding

JOHN MARK CONSTRUCTION CO.
125 N. MARENGO AVE
PASADENA, CA 91101

PROJECT ADDRESS:
844 S Greenwood Ave
Montebello, CA 90640

PROJECT:
CHANGE IN ZONE, RE-DEVELOP PROPERTY WITH 12 SINGLE FAMILY RESIDENCE ON A SINGLE PARCEL

DRAWN BY:
ANTHONY SANCHEZ

DATE:
9/28/2022

SHEET:
SOUTH AND NORTH ELEVATIONS (BUILDING B & C)

SCALE:
1/4" = 1'

PAGE #:
A-5.1

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 16-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, RECOMMENDING THE CITY COUNCIL APPROVE GENERAL PLAN AMENDMENT ("GPA") AND ZONE CHANGE ("ZC") ("CASE NO. PC-2022-0004-GPA-ZC-SPR") AMENDING THE GENERAL PLAN AND ZONING DESIGNATION FOR THE PROPERTY LOCATED AT 844 SOUTH GREENWOOD AVENUE ("PROJECT SITE"), AND FINDING THAT THE GENERAL PLAN AMENDMENT AND ZONE CHANGE ARE STATUTORILY EXEMPT UNDER CEQA SECTION 15061(B)(3) (COMMON SENSE EXEMPTION).

WHEREAS, the City of Montebello ("City") received an application from John Mark Construction Company, Inc. ("Applicant") for a General Plan Amendment, Zone Change, and Site Plan Review (Case No. PC-2022-0004-GPA-ZC-SPR) to allow: 1) the General Plan designation to be changed from low density residential to high density residential, 2) the zone to be changed from R-1 (Single Family Residential) to R-3 (Multifamily Residential), and 3) the construction of twelve (12) dwelling units at the project site ("Project") located at 844 S. Greenwood Avenue ("Project Site"); and

WHEREAS, pursuant to Montebello Municipal Code ("MMC") Chapter 17.76, the reclassification of specific properties from one zone to another can be initiated by motion of City of Montebello Planning Commission ("Planning Commission") based upon its decision as to whether the public interest, convenience and necessity so requires the change of zone; and

WHEREAS, pursuant to MMC Chapter 17.76, the Planning Commission needs to recommend a specific course of action to the City Council after a public hearing has been conducted on any proposed zone change or amendment; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the GPA and ZC (PC-2022-0004-SPR-ZC-GPA) are not considered a "project," as per the CEQA definition of a "project" since the activity is statutorily exempt per CEQA Section 15061(b)(3) (Common Sense Exemption); and

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

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS.

A. Pursuant to Chapter 17.76 (Zone Changes and Amendments) of the MMC, the application for a zone change shall be made on a form provided by the City. The City's application for zone changes requires the applicant to thoroughly respond to the following items, which are hereby incorporated as substantial findings of the Planning Commission:

1. *Describe how the proposed Zone Change is consistent with the objectives and policies of the General Plan;*

The zone change is consistent with the objectives and policies of the General Plan in that the density is appropriate to the neighborhood and the surrounding uses. The General Plan Land Use and Housing Element analysis provided in the staff report further demonstrate how the proposed zone change is consistent with the objectives and policies of the General Plan. Additionally, the site is physically suitable for the proposed zone change and the increased density should not pose any significant issues for the surrounding parcels considering that there is already a significant number of multiple family residences in the area. The proposed zone change is not likely to cause any substantial environmental damage, to cause any serious public health problems. Additionally, the proposed zone change will not conflict with any easements.

2. *Detail why the proposed Zone Change is necessary;*

The Zone Change is necessary because the proposed project is not achievable under the current zoning designation of the property (R-1). Under the City of

Montebello's R-1 standards, the maximum allowable density of the lot is one (1) dwelling unit whereas under the R-3 standards, one (1) dwelling unit is allowed per 3,000 square feet of lot area. Considering that the size of the lot is approximately 36,000 square feet, the proposed Zone Change will allow for the more reasonable development of the site.

3. *Describe how the proposed Zone Change will not create problems harmful to the public health, safety, and general welfare;*

The existing site has been constructed as a single family residence with a very large backyard since 1938. The Zone Change and subsequent development would not create problems for public health and safety and may actually lessen problems related to public safety because the large backyard is currently unsupervised and is subject to unlawful use and dumping. The proposed Zone Change and development can also be beneficial to the public health, safety, and general welfare by bringing in more investment money in the area, bringing in construction and related jobs, as well as by providing much needed housing. The adjacent properties have been built up to sustain medium and higher densities and the proposed project would allow for more continuity to be present down Greenwood Avenue. The proposed Zone Change and development is in compliance with the R-3 zone and all other sections of the MMC which will ensure that the project will not create problems harmful to the public health, safety, and general welfare.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that this section stipulates that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed GPA and ZC. The approval of this resolution is advisory to the City Council and no final action is taken, further justifying this action being exempt from CEQA under section 15061(b)(3). It should be further noted that during the duly noticed public hearing, the Planning Commission also found the related Site Plan Review for the contemplated Project to be Categorically Exempt per Section §15332 (In-Fill Development Projects).

SECTION 4. APPROVALS. The Planning Commission of the City of Montebello hereby finds and determines that the public interest, convenience, and necessity call for the approval of the zone change and recommends City Council approval of the General Plan Amendment and Zone Change (PC-2022-0004-GPA-ZC-SPR) to allow the General Plan designation to be changed from low density residential to high density residential and to allow the zone to be changed from R-1 (Single Family Residential) to R-3

(Multifamily Residential).

SECTION 5. The Director of Planning and Community Development shall certify the adoption of this resolution and shall forward a copy of it to the City Council.

PASSED AND ADOPTED this 6th day of December, 2022 by the Planning Commission.

Chair Cuevas:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Vice-Chair Del Rio:	( ) AYE ( ) NOE (X) ABSENT ( ) ABSTAIN
Commissioner Alikasanian:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lomeli:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Vacant:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 15-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING SITE PLAN REVIEW ("CASE NO. PC-2022-0004-GPA-ZC-SPR") WITH CONDITIONS TO ALLOW THE CONSTRUCTION OF TWELVE (12) RESIDENTIAL DWELLING UNITS FOR THE PROPERTY LOCATED AT 844 SOUTH GREENWOOD AVENUE ("PROJECT SITE") AND FINDING THAT THE SITE PLAN REVIEW IS CATEGORICALLY EXEMPT UNDER CEQA SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS) (ENV NO. 03-22-CE).

WHEREAS, the City of Montebello ("City") received an application from John Mark Construction Company, Inc. ("Applicant") for a General Plan Amendment, Zone Change, and Site Plan Review (Case No. PC-2022-0004-GPA-ZC-SPR) to allow: 1) the General Plan designation to be changed from low density residential to high density residential, 2) the zone to be changed from R-1 (Single Family Residential) to R-3 (Multifamily Residential), and 3) the construction of twelve (12) dwelling units at the project site ("Project") located at 844 S. Greenwood Avenue ("Project Site"); and

WHEREAS, the approval of a Site Plan Review is required per Montebello Municipal Code ("MMC") Chapter 17.74 to allow the construction of twelve (12) residential dwelling units; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.010, the purpose of the Site Plan Review is to minimize or preclude potential adverse impacts to the public interest or on abutting properties and adjacent residential, commercial and industrial neighborhoods, resulting from the design or layout of a proposed development; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.020, the Planning Commission shall have the authority to review and approve, approve with conditions or deny approval of a development plan through a Site Plan Review process; and

WHEREAS, pursuant to MMC Chapter 17.74, Section 17.74.080, the Planning Commission may approve a development plan subject to a Site Plan Review with such conditions as the Planning Commission finds are warranted by the circumstances involved; and

WHEREAS, pursuant to Section 21067 of the Public Resources Code, and Section 15367 of the State California Environmental Quality Act ("CEQA") Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City of Montebello is the lead agency for the proposed Project; and

WHEREAS, the SPR (PC-2022-0004-GPA-ZC-SPR) is considered a "project," as per the California Environmental Quality Act definition of a "project"; and

WHEREAS, the project is Categorically Exempt per CEQA Section 15332, Class 32 (In-Fill Development Projects); and

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

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as substantive findings in this Resolution.

SECTION 2. FINDINGS.

A. Site Plan Review. Based on the substantial evidence presented to and considered by the Planning Commission at the public hearing on the Application, the Planning Commission makes the following findings pursuant to Chapter 17.74 of the Montebello Municipal Code:

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

   The proposed design for the project has been reviewed by the Planning Department staff and the design has been determined to be consistent will all requirements of the MMC. The proposed project complies all the requirements for parcels in the R-3 zone including the maximum density, maximum number of bedrooms, minimum lot area, minimum lot width, minimum lot depth, maximum lot coverage, maximum building height, maximum building length, minimum open

space requirements, setback requirements, minimum parking requirements, as well as the other development standards specified within Chapter 17.10 of the MMC (Residential Zones Generally). Additionally, the project proposal must still go through the Building Department, Fire Department, and Planning Department plan check process after being entitled which will provide an additional opportunity for the City's departments to ensure that the proposed design is consistent with all requirements of the MMC.

2. That the proposed design for improvement is consistent with the City's General Plan; and

   The proposed design for improvement is consistent with the goals and policies outlined within the City's General Plan. General Plan Land Use Element Goal #1 states that it is a goal of the City "to formulate a plan which is responsive to the needs of the community and which permits the orderly arrangement of land uses, permitting sufficient areas for reasonable development." General Plan Land Use Element Goal #2 is to "increase housing production to improve affordability for the City's current and future residents." Both of these goals relate to the project proposed at the Project Site in that the housing development will positively impact the housing needs of the community and the increased housing production will also improve the affordability for the City's current and future residents. Aside from being consistent with these two goals, the proposed design for improvement is also consistent with General Plan Land Use Element Residential Policies #1 and #3 as well as with General Plan Housing Element Policy #2.6. These policies relate to residential developments being consistent with the density standards outlined within the Housing Element, with the City providing opportunities for a variety of living needs, and with accelerating housing production in the City. The proposed design will assist the City in meeting its housing goals and policies outlined within the Housing Element and the General Plan.

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

   The proposed design for improvement will not have any significant adverse impact on the surrounding properties or on the general public welfare. The existing site has been constructed as a single-family residence with a very large backyard since 1938. The development of the site as a multi-family residence will allow for the more reasonable development of the project site and may lessen problems related to public safety because the large backyard is currently unsupervised and is subject to unlawful use and dumping. The proposed design for improvement can

also be beneficial to the general public welfare by bringing in more investment money in the area, bringing in construction and related jobs, as well as by providing much needed housing. The adjacent properties have been built up to sustain medium and higher densities and the proposed project would allow for more continuity to be present down Greenwood Avenue.

SECTION 3. CEQA. The Planning Commission hereby determines and finds that the project is exempt from CEQA under Categorical Exemption §15332 (In-Fill Development Projects) Class 32 exemption considering that none of the exceptions found under CEQA Section §15300.2 apply and considering that the project meets all of the following conditions:

(a) 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.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

(c) The project site has no value as habitat for endangered, rare or threatened species.

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

The proposed project meets all of the conditions required to be classified as a Class 32 CEQA exemption. After the change of zone and general plan amendment, the project will be consistent with the applicable general plan and zoning designations, policies and regulations. The proposed development occurs within city limits on a site of .83 acres surrounded by already developed urban/residential uses. The proposed project has been verified to present no value as habitat for endangered, rare, or threatened species and significant effects relating to traffic, noise, air quality, or water quality are not anticipated. Additionally, the site can be adequately served by all required utilities and public services.

SECTION 4. APPROVALS. The Planning Commission hereby approves the Application for Site Plan Review (PC-2022-0004-GPA-ZC-SPR), subject to the conditions herein below, together with the condition that this approval shall be conditioned upon the City Council's approval of Applicant's simultaneous applications for a General Plan Amendment and Zone Change (PC-2022-0004-GPA-ZC-SPR).

SECTION 5. CONDITIONS. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

A. Planning Division Conditions

1. The Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officials, agents, officers, and employees from any claim, action, or proceeding brought against the City, its elected and appointed officials, agents, officers, or employees arising out of, or which are related to the Applicant's project or application (collectively referred to as "proceedings"). The indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the City, if any, and cost of suit, attorney's fees, and other costs, liabilities, and expenses incurred or awarded in connection with the proceedings whether incurred by the Applicant, the City and/or the parties initiating or bringing such proceedings. This indemnity provision shall include the Applicant's obligation to indemnify the City for all the City's costs, fees, and damages that the City incurs in enforcing the indemnification provisions set forth herein. The City shall have the right to choose its own legal counsel to represent the City's interest in the proceedings.

2. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code ("MMC"), General Plan Amendment, Zone Change, and Site Plan Review Case No. PC-2022-0004-GPA-ZC-SPR/ENV No. 03-22, and the specifications of the City's Planning Division ("Planning Division" or "Planning Department").

3. Within thirty (30) days of the Planning Division transmittal of the Acceptance Form, the Applicant shall sign and return a copy of the Acceptance Form, agreeing to the conditions of approval and acknowledging that failure to comply with such conditions shall constitute grounds for potential revocation of the permit approval. Failure to return the Acceptance Form within thirty (30) days shall constitute grounds for terminating the permit.

4. The Director of Planning & Community Development ("Director"), at any time, can call for a review of the approved conditions of approval at a duly noticed public hearing before the Planning Commission. These condition(s) may be modified, or new condition(s) added to reduce any impacts of the use.

5. Minor modifications to the development plans shall be allowed subject to the review and approval of the Director or the assigned designee. The modifications must be in substantial conformance with the approved project.

6. The Applicant or successor in interest shall meet the applicable code requirements and all other City department regulations.

7. In the event the Applicant violates or fails to comply with any conditions of approval of this permit, no further permits, licenses, approvals, or certificate of occupancy shall be issued until such violation(s) has been fully remedied.

8. Construction shall only occur between the hours of 7:00 a.m. and 8:00 p.m. Monday thru Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays, Sundays, and legal holidays, except in the case of an emergency where such action is immediately required to prevent injuries to persons or damage to property, as determined by the Building Official.

9. A sign shall be posted on the property, subject to the review of the Planning Manager, which shall identify the address and phone number of the owner and/or primary contact for the purposes of responding to questions and complaints during the construction period and shall indicate the hours of construction work.

10. All units with garage access shall be equipped with secure doors. The vehicular access-opening doors shall be equipped with automatic garage door openers.

11. The Applicant, Owner, Management and/or successor of the use shall bear full cost of all monitoring and inspection activities to be conducted by City staff or its designated consultant representative(s) as necessary to ensure compliance with the conditions of this Resolution.

12. Any change, expansion, intensification and/or modification to the proposed plans use, or mode of operations shall be subject to the review and approval by the Director who may take action or call for review by the Montebello Planning Commission ("Planning Commission") at a noticed public hearing.

13. This approval shall not supersede the approval of any other responsible agencies. The Applicant shall comply with all Federal, State and local laws.

14. The approval of the entitlement shall expire if the rights granted are not exercised within one (1) year from the effective date. Exercise of right shall mean issuance of a building permit to commence construction or similar activities demonstrating the intent to proceed with the project, as determined by the Director.

15. A copy of the approved Resolution shall be attached to the construction plans for any site improvement at the submittal of plans for plan check.

16. The site shall be attractively landscaped and maintained in accordance with the standards established in the MMC and to the satisfaction of the Planning Department.

17. It is the responsibility of the Applicant to have all graffiti on the site removed within twenty-four (24) hours of its appearance, or be subject to citation from the City of Montebello Code Enforcement Division.

B. Building Division Conditions

1. The development and utilization of the site shall comply with all the provisions of the current Building, Plumbing, Mechanical, Electrical, Energy, CALGreen, Fire Codes, City Ordinances, as well as additional requirements from the Montebello Building and Safety Division.

C. Public Works – Engineering Conditions of Approval

1. Comply with County of Los Angeles low impact development stormwater management requirements for large-scale non-designated projects.

2. Submit hydrology analysis, geotechnical report including percolation tests and LID recommendations, and Low Impact Development plan and report to retain the Delta Stormwater Quality Design Volume on site through infiltration to City Engineer for review.

3. Submit erosion and sediment control plan to City Engineer for review.

4. Submit topographic survey map, precise grading plan, drainage plan, and driveway approach to City Engineer for review.

5. All engineering plans and reports shall bear the stamp and signature of a registered civil engineer.

6. Submit earthwork calculations stamped and signed by the Civil Engineer of Record.

7. Trash enclosures shall be covered by roofs.

8. Additional Public Works – Engineering comments may be added during the plan check process.

D. Fire Department Conditions

1. The development shall comply with all applicable provisions of the California Fire Code, referenced NFPA standards, and local ordinances.

2. The applicant shall provide a fire flow report based 2019 Edition California Fire Code, Appendix B/BB. Provide additional public hydrants if applicable.

3. The applicant shall provide a fire hydrant plan based on 2019 Edition California Fire Code and City of Montebello local amendments.

4. The applicant shall provide an underground fire main/fire sprinkler supply plan based on 2019 Edition California Fire Code and NFPA 13/24 and Montebello Fire Department's plan check submittal requirements and notes.

5. The applicant shall provide a fire Sprinkler Overhead plan based on 2019 Edition California Fire Code and NFPA 13/13R and Montebello Fire Department's plan check submittal requirements and notes.

6. The applicant shall provide a fire standpipe plan based on 2019 Edition California Fire Code and NFPA 14.

7. The applicant shall provide a fire alarm plan based on 2019 Edition California Fire Code and NFPA 72 and Montebello Fire Department's plan check submittal requirements and notes.

8. Additional requirements maybe added during the plan check process.

PASSED AND ADOPTED this 6th day of December, 2022 by the Planning Commission.

Chair Cuevas:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Vice-Chair Del Rio:	( ) AYE ( ) NOE (X) ABSENT ( ) ABSTAIN
Commissioner Alikasanian:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Lomeli:	(X) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Vacant:	( ) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Victor Cuevas, Chair

ATTEST:

Joseph A. Palombi, Director
Planning & Community Development Department

CITY OF MONTEBELLO CITY COUNCIL
NOTICE OF PUBLIC HEARING

NOTICE TO CONSIDER A GENERAL PLAN AMENDMENT & ZONE CHANGE
CEQA Guidelines § 15061(b)(3)

NOTICE IS HEREBY GIVEN that the City of Montebello City Council (the "City Council") will conduct a public hearing regarding the General Plan Amendment and Zone Change (Case No. PC-2022-0004-SPR-ZC-GPA) for the property located at 844 S. Greenwood Avenue, Montebello, California 90640. The Public Hearing will be held in the Council Chamber of the City Council located at 1600 W. Beverly Blvd.

PUBLIC HEARING INFORMATION:

Date: Wednesday, January 25, 2022
Time: 6:00 p.m., or as soon as possible thereafter as the matter can be heard
Place: City Hall Council Chambers, 1600 W. Beverly Blvd., Montebello, CA 90640

PROJECT DESCRIPTION: The project site is an approximately .83-acre (36,150 square feet) parcel and is currently developed with one 740 square foot single-family home. The proposed project would demolish the existing single-family home and construct twelve (12) for rent dwelling units (14.46 dwelling units per acre). As a part of the proposal, the applicant seeks to change the General Plan designation of the property from Low Density Residential to High Density Residential and to change the zoning designation from R-1 (Single-Family Residential) to R-3 (Multi-Family Residential). The twelve (12) for rent dwelling units would be located within four (4) detached, two-story buildings with a building coverage of 45% of the site and a building height of 24' – 6". Parking would be provided per the City's parking requirements, with a total of 28 parking spaces: 2 enclosed residential parking spaces within a garage per unit plus 4 parking spaces for guests (3 standard visitor parking spaces and 1 handicap parking). The project includes the following discretionary reviews: General Plan Amendment and Zone Change.

APPLICANT: John Mark Construction Company, Inc.

ENVIRONMENTAL: Pursuant to the California Environmental Act (CEQA), the project is statutorily exempt from CEQA under section 15061(b)(3) (Common Sense Exemption) considering that CEQA only applies to projects which have the potential for causing a significant effect on the environment. No physical changes will occur as a result of the proposed General Plan Amendment and Zone Change.

For those interested in making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on Wednesday, January 25, 2022 at 6:00 p.m. In addition, the City has created an email address (ccpubliccomment@montebelloca.gov) where the public can submit written public comments no later than Wednesday, January 25, 2022 at 3:00 p.m. These comments may not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.montebelloca.gov/departments/administration/city_clerks_office/city_council_successor_agency_meetings . If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, at, or prior to, the Public Hearing. The proposed material is available by contacting the City Clerk's Office at 323-887-1216.

Alicia Fernandez, Deputy City Clerk

Date Published: January 12, 2022

Notice of CEQA Exemption

To:
County of Los Angeles
Registrar-Recorder/County Clerk
12400 Imperial Highway
Norwalk, CA 90650

From:
City of Montebello
Planning & Community Development Department
1600 W. Beverly Blvd.
Montebello, CA 90640

Lead Agency: City of Montebello Planning and Community Development Department
Project Title: 844 S. Greenwood Multifamily Residential Project
Project Location: 844 S. Greenwood Avenue
Case Number(s): PC-2022-0004-GPA-ZC-SPR & ENV No. 03-22-CE

Description of Nature, Purpose, and Beneficiaries of Project: The project involves changing the General Plan designation of the project location from low density residential to high density residential and changing the zone of the property from R-1 (single family residential) to R-3 (multifamily residential) to facilitate the construction of twelve (12) dwelling units on behalf of the property owner, Julio Juarez.

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: Jack Kozakar on behalf of John Mark Construction Company, Inc.

Exempt Status (*check one*)
☐ Ministerial (Sec. 21080(b)(1); 15268(b)(3))
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number:
☐ Statutory Exemptions. State code number:
☒ Common Sense Exemption. Section number: CEQA Section §15061(b)(3)

Justification for Project Exemption:

The project is considered covered by the common sense exemption found under CEQA Section §15061(b)(3). The common sense exemption section states that "CEQA applies only to projects which have the potential for causing a significant effect on the environment" and also states that "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The proposed General Plan Amendment and Zone Change do not have the potential to degrade the quality of the environment or have a significant effect on the environment. Additionally, a separate Notice of Exemption has been prepared for the Site Plan Review related to the construction of the twelve (12) residential units proposed at the site and the Planning Commission found this portion of the project to be exempt from CEQA pursuant to CEQA Section §15300.2 (In-Fill Development Projects).

Lead Agency Contact Person: Joseph Palombi, Director of Planning & Community Development
Area Code/Telephone/Extension: (323) 887-1478
If filed by applicant, attach certified document issued by the Planning and Community Development Department stating that the Department has found the project to be exempt.

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

☒ Signed by Lead Agency ☐ Signed by Applicant

ITEM # 2

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **PUBLIC HEARING TO APPROVE AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC. AND ADOPT RESOLUTION NO'S. 22-93 AND 22-96**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Conduct a Public Hearing and consider approving an Energy Services Contract with Alliance Building Solutions, Inc. (ABS), a Finance Agreement and related documents with Alliance Funding Solutions, Inc. (AFS) for the construction of energy conservation measures at various City facilities; and
2. Adopt Resolution No. 22-93 approving certain findings for energy related improvements to various city facilities in accordance with California Government Code Section 4217; and
3. Adopt Resolution No. 22-96 authorizing the execution of a Lease Purchase Agreement, Escrow Agreement and Equipment Schedule with Alliance Funding Solutions, Inc.; and
4. Authorize the City Manager to execute the agreements and any other related documents in a final form approved by the City Attorney; and
5. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The total estimated project cost is $26,270,796 as shown in the project cash flow projections in Attachment D. The project includes roof and HVAC work at the Transit facility, repairs and upgrades to the City's aquatic center (George Hensel), and installation of solar panels at various City facilities and properties. A portion of the total project costs will be paid for utilizing various Transit related funding sources, while aquatic center costs will be covered by an

inter-fund loan from the Transit Fund (Fund 600). The remaining project costs will be financed over a twenty-year period.

The cost for the improvements to the Transit Headquarters ($8,374,988) will be paid for using dedicated funding from Transit's State of Good Repairs/State Transit Agency (SGA/STA) SB1 (Road Maintenance and Rehabilition Program) and Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) programs, along with operating reserves in the Transit Enterprise Fund (Fund 600). The Aquatic Center ($2,649,956) will be paid for utilizing an inter-fund loan from the Transit Enterprise Fund (Fund 600). The inter-fund loan allows the City to finance a lower total amount, saving on annual payments and ultimately reducing the amount of interest paid over the life of the borrowed amount. As part of the energy savings program, the City will be eligible to receive approximately $3.798 million once the entire project is completed. This "solar direct pay" amount will be used to extinguish the inter-fund loan, with any remaining funds flowing to General Fund reserves for other allowed uses.

The remaining balance of $15.271 million will be financed as part of the Energy Services Contract documents signed with ABS (Attachments A and B). Financing will be for a term of 20 years at a market interest rate, currently estimated at a not-to-exceed amount of 5.75%. The cash flow analysis (Attachment D) utilizes a 5.50% financing rate, with a final rate determined once approval is received and the project is funded.

As currently planned, financing payments would begin in Fiscal Year 2023-24. Annual financing payments would be structured so that they match the savings in the given year -- enabling the delivery of a project that provides positive net cash flow to the City each year (i.e., savings exceed expenses, see Attachment D). The financing costs would primarily be paid by the General Fund, since the majority of the solar photovoltaic installations would be at non-enterprise fund facilities. However, there are photovoltaic installation sites planned for the Transit facility and Golf Course. Based on the ratio of these sites to the total number of sites, annual financing payments will be apportioned accordingly (i.e., Transit and Golf Course funds would pay for a pro-rata share of the annual finance expense). The FY 2023-24 budget will be developed to include appropriations in a sufficient amount to cover the annual financing costs.

The total cost of the project, including the cost of financing and interest expense, is $38,277,260. This amount is paid for by the projected total savings of $43,918,177 over the 20-year financing period, ensuring a minimum of $215,000 of positive cash flow per year for the project. Annual savings consist of energy efficiency savings (reduced power usage of HVAC equipment), operations and maintenance savings (new equipment requires less maintenance than existing failing equipment), and solar savings (reduced energy consumption of solar powered buildings and revenue from sale of excess power generated).

Additionally, a Direct Pay Investment Tax Credit (ITC) in the amount of $3.798 million is anticipated for the solar installation that would be used to pay for the improvements to the Aquatic Center.

The anticipated useful service life of the equipment is 20 to 30 years. Projected annual savings in excess of $2 million per year during years 20 to 30, when the debt is paid in full, would add additional value to this project in excess of $26 million total. The estimated total savings for the project over 30 years is $70.655 million. Therefore, it can be concluded that the cost to the City for the services provided by the Project will be less than the anticipated marginal energy and operating costs to the City in the absence of such measures.

BACKGROUND/DISCUSSION:

City staff has identified failing heating, ventilation and air conditioning (HVAC) equipment at the City's Transit Headquarters building that has exceeded its useful life and is operating with very low energy efficiency. The pool equipment at the George Hensel Aquatic Center is also failing and operating with low energy efficiency. This project proposes to replace much of this equipment with new energy efficient equipment that will result in substantial annual energy and maintenance savings. Additionally, the project will install solar photovoltaic (PV) equipment at various City facilities that will lower energy bills. The reduced energy consumption will not only result in an immediate annual savings on utility bills but also reduce potential adverse budget impacts in the future from unpredictable annual increases to SoCal Edison (SCE) rates.

California Government Code § 4217 was enacted in 1984 as a result of an energy crisis with the purpose of assisting public agencies in expediting and financing energy conservation and alternative energy generation projects. Since these types of projects can be complex from an electrical and mechanical perspective, this code eliminated the necessity for separate contracts for the design and construction phases for these types of projects. It also provides an exemption from competitive bidding requirements since the projects are often financed with debt service covered by the energy savings provided by the project. The code allows for evaluating proposals based on overall value and requires that the cost of the project, including initial capital and the cost of financing, be covered by the projected energy savings over the expected service life of the improvements.

California Government Code § 4217 authorizes local governments to enter into an energy service contract on terms that are found to be "in the best interests" of the agency "notwithstanding any other provision of law." The related findings are memorialized in the recommended Resolution as required by the code. In essence, this allows a city to execute a design-build contract, bypassing the traditional design then bid process, as the anticipated cost for the energy project or efficiency services are less than the anticipated total project savings to be derived from those services. Energy Service Companies commonly site

Government Code § 4217 as the basis for related contracts with local government agencies for energy service contracts. The City of Montebello executed a Government Code § 4217 energy project in 2020 with ABM Building Solutions LLC, which successfully replaced HVAC equipment at various city facilities. Construction and installation for that project was completed in 2021.

Staff has been working with various firms over the past six months that have analyzed the City's overall utility costs in order to develop a scope of work for a subsequent energy conservation project that can be procured and delivered in accordance with California Government Code 4217. Alliance Building Solutions, Inc. (ABS) was determined to have developed the most comprehensive project that best meets the City's current electro-mechanical equipment replacement needs, provides the best value, and best meets the requirements of Government Code § 4217.

Alliance Building Solutions, Inc. is an industry leader in delivering effective energy efficiency infrastructure projects within the public sector. For nearly half a century, ABS has provided energy solutions to clients in California with a team of executives, project managers, mechanical engineers, estimators, technicians, and installers. ABS is a design-build and privately held energy services provider delivering energy efficiency and renewable projects focusing on the educational and municipal sectors.

As a privately held firm, ABS has provided the City with a very flexible and turn-key process, along with significant cost advantages through this project. With a design-build approach, ABS is responsible for the design, engineering, permits, fees, approvals, project management, installation and start-up training, checkout, associated warranties, and insurance specifically associated with the work to be performed. ABS will complete every step of the process from start to finish, eliminating cumbersome amounts of staff time and coordination to complete a holistic energy project of this nature. In addition and upon request, ABS will provide annual energy audits at a nominal fee throughout the service life of the proposed improvements to verify that the projected energy savings are in fact realized.

ABS has recently completed similar projects for the cities of Fresno, Upland, Fontana, West Covina, Rialto, and other municipalities and government agencies.

ENVIRONMENTAL:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the recommended improvements are categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use.

ANALYSIS:

The finalized work scope generally consists of the following upgrades:

Transit Headquarters

- HVAC – Replace all HVAC equipment; replace building controls
- Roofing – Full roof replacement of all buildings
- Electrical – Replace identified transformers

City Hall

- HVAC – Add HVAC system to lobby and replace roof over lobby
- Roofing – Replace roofing as identified

Aquatic Center

- HVAC – Replace all HVAC equipment; replace building controls
- Roofing – Full roof replacement
- Pool Equipment – Pool equipment replacement

Solar Photovoltaic

- Roof Mounted and Carport Shade Structure
- 5 Sites – City Hall, Transit/Public Works Yard, Cathy Hensel Youth Center, Golf Course, and City Park

Air Disinfection System (COVID mitigation)

- Installed at facilities city-wide

For this scope of work, the Total Firm-Fixed Price is Twenty-six Million Two Hundred Seventy Thousand Seven Hundred Ninety-six dollars ($26,270,796). 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 conservation upgrades.

SUMMARY:

Upon approval by the City Council of the recommended actions, including adoption of Resolution No. 22-93, Resolution No. 22-96 and the Energy Service Contract, Finance Agreement and related agreements/documents with Alliance

Building Solutions, Inc. and Alliance Funding Solutions, Inc., staff will coordinate the execution of all documents and the completion of the project.

ATTACHMENT(S)

1. Attachment A - Resolution No. 22-93
2. Attachment B - Resolution No. 22-96
3. Attachment C - Proof of Publication
4. Attachment D - Project Lifecycle Cash Flow Projection
5. Attachment E - Agreement No. 4059 (Installation Agreement)
6. Attachment F - Agreement No. 4060 (Equipment Lease - Purchase Agreement)
7. Attachment G - Agreement No. 4061 (Measurement & Verification Agreement)
8. Attachment H - Notice of Exemption

NEXT STEPS:

N/A

RESOLUTION NO. 22-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AUTHORIZING THE EXECUTION OF AN ENERGY SERVICES CONTRACT WITH ALLIANCE BUILDING SOLUTIONS, INC. 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 Alliance Building Solutions, Inc. (ABS) to perform an energy/operational audit and to develop a proposed project for cost-effective energy and operating savings in various City facilities; and

WHEREAS, ABS and City staff have formulated a proposed scope of services that includes, HVAC equipment replacement, controls upgrades, roof replacement pumping upgrades, transformer replacement, air disinfection systems, and renewable energy (solar photovoltaic) systems at various City facilities; and

WHEREAS, the cost of these energy conservation measures (ECMs) is determined to be twenty-six million two hundred and seventy thousand seven hundred ninety-six dollars ($26,270,796), a portion of which will be financed by a twenty-year (20-year) municipal lease; and

WHEREAS, Staff estimates that the City will realize annual savings exceeding one million dollars ($1,000,000) per year during the financing period; a gross savings over the lifetime of the measures (which ranges from 10-30 years depending on the measure) is estimated at over $70 million; and

WHEREAS, California Government Code Sections 4217.10 to 4217.18, authorize the City Council of the City of Montebello to enter into an Energy Services Contract for the implementation of energy conservation measures if the Council finds that it is in the best interest of the City to enter into such an Energy Service Contract and that the anticipated cost to the City for thermal or electrical energy or conservation services provided by ABS 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 absent of those purchases; and

WHEREAS, staff has reviewed reports prepared by ABS and concluded that the total cost of the energy efficiency upgrades provided under the proposed 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 absent of the proposed project during the useful life of the improvements.

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 improvements 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 purchases during the useful life of the improvements.

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

SECTION 4. CEQA. The City Council finds that the proposed energy conservation measures 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 5. AUTHORIZATION. The City Manager or his designee is authorized to execute an ESC with ABS for energy conservation measures, consistent with the terms described in the staff report, in an amount not-to-exceed twenty-six million two hundred and seventy thousand seven hundred ninety-six dollars ($26,270,796) and is authorized to execute any related and necessary implementation and lease documents.

SECTION 6. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

[SIGNATURE PAGE FOLLOWS]

APPROVED AND ADOPTED this 25th of January, 2023.

_____
David N. Torres, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-93 was passed and adopted by the governing body of the Lessee at a regular meeting of said Council held on the 25th day of January 2023 and that said Resolution was adopted by the following vote, to wit:

AYES:
NOTES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof

RESOLUTION NO. 22-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND EQUIPMENT SCHEDULE

WHEREAS, The undersigned, being the City Council of the City of Montebello (the *"Lessee"*), a body politic and corporate duly organized and existing as a municipality and political subdivision of the State of California, does hereby consent to the taking of the following actions by the Lessee as of the date hereof; and

WHEREAS, the City Council desires to cause the Lessee and hereby authorizes the Lessee by the laws of the State of California to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto; and

WHEREAS, the City Council desires to cause Lessee to purchase, acquire and lease certain equipment constituting personal property (the "*Equipment*") necessary for the Lessee to perform essential governmental functions as deemed necessary and/or desirable by its Designated Officers (defined below); and

WHEREAS, the City Council desires to cause Lessee to finance the Equipment in an amount not to exceed $15,270,852.00 (the "*Financed Amount*");and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into one or more Lease Purchase Agreements (together with the [Equipment] Schedules and all related exhibits, schedules, and certificates attached thereto, the *"Lease Agreements"*) with Alliance Funding Solutions, Inc., a California corporation (the *"Lessor"*) for the Financed Amount secured in part by the Equipment, and one Escrow Agreement (together the Disbursement/Payment Request Form and Acceptance Certificate, the "*Escrow Agreement*") with the Lessor and an escrow agent (approved by Lessor), the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lessee as follows:

SECTION 1. The governing body of the Lessee hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to the governing body on or about the date hereof;

SECTION 2. The governing body of the Lessee hereby authorizes and directs the City Manager, the authorized agent of the Lessee, and such other persons as he/she/they may delegate (the "Designated Officers"), and each of them individually, on behalf of the Lessee, to execute and deliver the Transaction Documents

SECTION 3. The execution of the Transaction Documents by any Designated Officer shall constitute conclusive evidence of such officer's and the governing body's approval of any such changes, insertions, revisions, corrections, or amendments to the Transaction Documents;

SECTION 4. The officers and employees of the Lessee shall take all action necessary or reasonably required by the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith;

SECTION 5. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment;

SECTION 6. Nothing contained in this Resolution or the Transaction Documents shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any provision contained in this Resolution or the Transaction Documents impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein;

SECTION 7. The Designated Officers are each hereby designated to act as authorized representatives of the Lessee for purposes of the Transaction Documents until such time as the governing body of the Lessee shall remove such designation;

SECTION 8. Any actions authorized pursuant to the authority given hereunder and heretofore taken by the Lessee, or any Designated Officer on behalf of the Lessee, in connection with the transactions contemplated by the foregoing resolutions be, and they hereby are, approved, ratified and confirmed in all respects;

SECTION 9. This Resolution shall take effect and be in full force immediately after its adoption by the City Council.

PASSED, APPROVED AND ADOPTED this 25th day of January 2023.

_____

David N. Torres, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____

Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-96 was passed and adopted by the governing body of the Lessee at a regular meeting of said Council held on the 25th day of January 2023 and that said Resolution was adopted by the following vote, to wit:

AYES:
NOTES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____

Christopher Jimenez, City Clerk

MONTEBELLO NEWS

3731 WILSHIRE BLVD STE 840, LOS ANGELES, CA 90010
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This space for filing stamp only

KIMBERLY GUILLEN
CITY OF MONTEBELLO/CITY CLERK (LEAD)
1600 W. BEVERLY BLVD
MONTEBELLO, CA - 90640

EWA#: 3648127

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of LOS ANGELES) ss

Notice Type: BID - NOTICE INVITING BIDS

Ad Description:
Notice of Public Hearing - Energy Contract - Alliance

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the MONTEBELLO NEWS, a newspaper published in the English language in the city of MONTEBELLO, county of LOS ANGELES, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of LOS ANGELES, State of California, under date 03/13/1934, Case No. 369441. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/01/2022

Executed on: 12/01/2022
At Los Angeles, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

* A 0 0 0 0 0 0 6 1 7 8 8 8 7 *

Email

CITY OF MONTEBELLO
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall located at **1600 West Beverly Boulevard, Montebello, California, on Wednesday, December 14, 2022, at 6:00 p.m.,** or as soon as possible thereafter as the matter can be heard, to consider the following:

Receive public input regarding:

- The presentation of certain findings and the approval of a Resolution adopting such findings, approving an Energy Services Contract with Alliance Building Solutions, Inc. and approving a Finance Agreement and related necessary loan documents with Alliance Funding Solutions to fund the implementation of certain energy conservation improvements to City facilities in accordance with California Government Code Section 4217.10 to 4217.18. The City Council findings shall provide, and Energy Services Contract shall require, that the cost to the City to implement the energy related improvements 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 absent of purchasing the energy improvements.

For those interested making public comments, you may address the City Council in person during the public comment period or public testimony period for public hearings by attending the Montebello Council Chambers at 1600 W. Beverly Blvd., Montebello, California on **Wednesday, December 14, 2022 at 6:00 p.m.** In addition, the City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit written public comments no later than **Wednesday, December 14, 2022 at 3:00 p.m**. These comments may not be read aloud but will be entered into the record and submitted to all members of the City Council. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

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

The proposed material is available by contacting the City Clerk's Office at 323-887-1216.

Alicia Fernandez, Senior Deputy City Clerk
12/1/22
EWA-3648127#
MONTEBELLO NEWS

Cash Flow

City of Montebello

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Years 21 to 25	Years 26 to 30	Totals
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044 to 2048	2049 to 2053	
Energy Efficiency Savings	$6,702	$33,508	$35,518	$37,650	$39,909	$42,303	$44,841	$47,532	$50,384	$53,407	$56,611	$60,008	$63,608	$67,425	$71,470	$75,758	$13,632	$14,450	$15,316	$16,235	$17,210	$102,833	$137,614	**$1,103,922**
O&M Savings	$68,269	$341,346	$348,173	$355,136	$362,239	$369,484	$376,874	$384,411	$392,099	$399,941	$407,940	$212,129	$216,371	$220,699	$225,113	$229,615	$234,207	$238,892	$243,669	$248,543	$253,514	$0	$0	**$6,128,664**
Solar Savings		$710,329	$749,184	$790,164	$833,386	$878,973	$927,052	$977,762	$1,031,246	$1,087,655	$1,147,150	$1,209,899	$1,276,080	$1,345,882	$1,419,501	$1,497,148	$1,579,042	$1,665,416	$1,756,514	$1,852,595	$1,953,932	$11,494,693	$15,001,756	**$51,185,360**
Solar Direct Pay ITC	$3,797,608																					$0	$0	**$3,797,608**
Capital Cost Avoidance	$8,439,519																					$0	$0	**$8,439,519**
Total Program Savings	$12,312,098	$1,085,183	$1,132,875	$1,182,950	$1,235,534	$1,290,760	$1,348,767	$1,409,705	$1,473,729	$1,541,003	$1,611,701	$1,482,035	$1,556,060	$1,634,005	$1,716,084	$1,802,522	$1,826,881	$1,918,757	$2,015,500	$2,117,374	$2,224,656	$11,597,526	$15,139,370	**$70,655,073**
Total Project Amount -	**$26,270,796**																							
Upfront Capital Contribution	$11,024,944																					$0	$0	**$11,024,944**
Annual Lease Payment		$870,183	$917,875	$967,950	$1,020,534	$1,075,760	$1,133,767	$1,194,705	$1,258,729	$1,326,003	$1,396,701	$1,267,035	$1,341,060	$1,419,005	$1,501,084	$1,587,522	$1,611,881	$1,703,757	$1,800,500	$1,902,374	$1,955,891	$0	$0	**$27,252,316**
Total Program Payments	$11,024,944	$870,183	$917,875	$967,950	$1,020,534	$1,075,760	$1,133,767	$1,194,705	$1,258,729	$1,326,003	$1,396,701	$1,267,035	$1,341,060	$1,419,005	$1,501,084	$1,587,522	$1,611,881	$1,703,757	$1,800,500	$1,902,374	$1,955,891	$0	$0	**$38,277,260**
Net Annual Cash Flow	$1,287,154	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$215,000	$268,764	$11,597,526	$15,139,370	**$32,377,813**
Net Cumulative Cash Flow	$1,287,154	$1,502,154	$1,717,154	$1,932,154	$2,147,154	$2,362,154	$2,577,154	$2,792,154	$3,007,154	$3,222,154	$3,437,154	$3,652,154	$3,867,154	$4,082,154	$4,297,154	$4,512,154	$4,727,154	$4,942,154	$5,157,154	$5,372,154	$5,640,918	$17,238,444	$32,377,813	

ALLIANCE
BUILDING SOLUTIONS

AGREEMENT NO. 4059

ENERGY EFFICIENCY AND RENEWABLE ENERGY PROJECT INSTALLATION AGREEMENT FOR CITY OF MONTEBELLO

TERMS AND CONDITIONS

ATTACHMENTS:

- Attachment A – Scope of Work
- Attachment B – Mechanical Systems
- Attachment C – Control Systems
- Attachment D – Electrical Systems
- Attachment E – Envelope Systems
- Attachment F – Air Disinfection Systems
- Attachment G – Miscellaneous Improvements
- Attachment H – Renewable Energy Systems

ALLIANCE INSTALLATION AGREEMENT

This Installation Agreement ("Agreement") dated ___/___/___ ("Effective Date") is made by and between:

City of Montebello ("Purchaser") with its principal place of business at:

City of Montebello
("Purchaser") with its principal place of business at
1600 W Beverly Blvd, Montebello, CA 90640

and

Alliance Building Solutions, Inc.
("ABS") with its principal place of business at
12520 High Bluff Drive, Ste 345, San Diego, CA 92130

"Purchaser" and "ABS" agree as follows:

1. **SCOPE OF WORK.** "ABS" shall provide "Purchaser" with an Energy Efficiency and Renewable Energy Program, as identified in the following Attachment's and incorporated herein by reference (hereinafter referred to as the "Work") at the total fixed price of **$26,270,796** including required taxes and Performance Bond (the "Contract Amount").

   "ABS" is responsible for the design, engineering, permits, fees, approvals, project management, installation, startup, training, checkout, warranty, and insurance specifically associated with the Work to be performed. "ABS" is not responsible for any balancing, duct cleaning, equipment, systems, controls, comfort problems, etc. not specifically included in the Agreement. "ABS" will provide submittals and engineering drawings (if required), for "Purchaser's" technical review and written approval, prior to initiating construction. All construction and associated cleanup shall be performed and scheduled so as to minimize any disruption with any ongoing "Purchaser" activities. "ABS" requires all underground conduits between building to be clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible. The "Purchaser" is responsible for Ethernet drops and WiFi access at each location for Energy Management Systems communication. The proposal offer is valid for 90 days from the date of this agreement.

   Beyond the proposal validity date, "ABS" reserves the right to revise any or all portions of the agreement. This agreement is based upon the use of straight time labor only unless stated otherwise in this agreement. "Purchaser" agrees to provide "ABS" with required field utilities (electricity, toilets, drinking water, etc.) without charge. "ABS" agrees to keep the jobsite clean of debris arising out of its own operations. "Purchaser" shall not back charge "ABS" for any cost or expenses without written consent from "ABS". Unless specifically noted in the statement of the scope of the work or services undertaken by "ABS" under this agreement, "ABS'" obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, cleanup, control, removal or disposal of environment hazards or dangerous substances, to include not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the "Purchaser" to change, modify or alter the scope of work or services to be performed by "ABS" shall not operate to compel "ABS" to perform any work related to hazards without "ABS'" express written consent.

2. **INVOICING AND PAYMENTS. "**ABS" will invoice the "Purchaser" for mobilization, predevelopment, engineering, bonding and insurance upon signing the contract for $3,940,620 due within 15 days. Additionally, "ABS" will invoice the "Purchaser" for solar equipment orders upon signing the contract for $2,500,000 due within 15 days. This cost is to overcome supply chain delays, price increases and meet vendor deposit requirements upon placing the order. "ABS" will submit an SOV for review and approval within 45 days of contract signing for remaining scheduled payments. "Purchaser" agrees to pay "ABS" amounts invoiced 30 days after invoice received per agreed schedule of values (SOV). Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If "ABS" invoices are not paid within 30 days of its issuance, it is considered delinquent and "ABS" may add 1% interest per month, onto delinquent amounts.

   The "Purchaser" shall retain an amount equal to 2.5% of each progress payment. All accrued retention shall be payable upon 50% of completion of work. The remainder of retention shall be payable upon completion of the work. For custom orders "ABS" can bill the "Purchaser" up to 50% of the price of the order upon placing the order.

3. **INDEPENDENT CONTRACT.** It is agreed between "Purchaser" and "ABS" that "ABS" shall perform the work as an independent contractor. "ABS" may use subcontractors to perform work hereunder, provided "ABS" shall fully pay said subcontractors and in all instances remain fully responsible for (a) the proper completion of this agreement and (b) supervising such subcontractor's work and for the quality of the work they produce.

4. **MATERIALS.** All materials shall be new, in compliance with all applicable laws and codes, and shall be covered by a manufacturer's warranty, if appropriate. If the materials or equipment included in this agreement become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and case of permanent unavailability, "ABS" shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore. Final equipment selections shall be coordinated with Purchaser personnel and meet or exceed the performance than the equipment shown in the Attachments.

5. **COMPLETION.** The work specified in Section 1 shall be considered completed upon approval by the "Purchaser", provided that the ""Purchaser's" approval shall not be unreasonably withheld.

6. **WARRANTY.** "ABS" warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a minimum period of one (1) year from delivery of said equipment. "ABS" warrants that for equipment furnished and/or install but NOT manufactured by "ABS", "ABS" will extend the same warranty and terms and conditions, which "ABS" received from manufacturer of said equipment. Within the warranty period, for equipment installed by "ABS", if Purchases provides written notice to "ABS" of any such defects within thirty (30) days after the appearance or discovery of such defect, "ABS" shall, at its option, repair or replace the defective equipment to "Purchaser". All transportation charges incurred in connection with the warranty for equipment not installed by "ABS" shall be borne by "Purchaser". These warranties do not extend to any equipment which has been repaid by others, abused, altered or misused, or which has not been properly and reasonable maintained. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.

7. **LIABILITY.** "ABS" shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

8. **TAXES.** The price of this agreement does include duties, sale, use, excise or other similar taxes required by federal, state or local laws in effect at the time of agreement execution.

9. **DELAYS.** "ABS" shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstances beyond "ABS"' control, including but not limited to acts of God, riots, labor disputes, conditions of the premises, acts or omissions of the "Purchaser", or other contractors or delays caused by suppliers, or subcontractors

of "ABS", etc. If "Purchaser" delays project for greater than 60 days, "ABS" can recover any cost inflation on unbilled materials that were either stored or yet to be purchased.

10. **REBATES, UTILITY INCENTIVES, AND GRANTS.** Unless otherwise stated in the project scope-of –work, or cash flow analysis, any and all rebates, incentives, grants that are earned through the course of this project from public or private utilities, municipalities, development districts or state funding are 100% the property of "ABS" or their designee. The paperwork, inspections and verification required to collect these monies are the sole responsibility of "ABS". The customer agrees to assist "ABS" where required by the jurisdiction in the form of data required for the application and authorizing signatures. In the event the Customer incurs expenses related to the processing of the applications, "ABS" shall reimburse these direct costs.

11. **CHANGE ORDER (Mid-Performance Amendments).** "ABS" and the "Purchaser" recognize that:
    i. "Purchaser" may desire a mid-job change in the specifications or scope that would add time and cost to the specified work or inconvenience "ABS".
    ii. "Purchaser" agrees to any price increases due to Covid-19 related supply chain and inflation issues. "ABS" will provide "Purchaser" with the necessary documentation demonstrating the price increases. Any price increases to this agreement shall be put in writing, signed by both parties and added to this agreement.
    iii. Other provisions of the agreement may be difficult to carry out because of unforeseen events, such as material shortage or labor strikes. If these are other events beyond the control of the parties reasonably required adjustments to this agreement, the parties shall make a good faith attempt to agree on all necessary particulars. Such agreements shall be put in writing, signed by the parties and added to this agreement. Failure to reach agreement shall be deemed a dispute to be resolved as agreed in section 17 of this agreement.

12. **TAX DEDUCTIONS.** Unless otherwise stated in the contract, all eligible tax deductions associated with the work, that "Purchaser" is not eligible for, are agreed to be 100% the property of "ABS" or their designee. The paperwork, inspections and verification required to collect these incentives are the sole responsibility of "ABS". In the event the customer incurs expenses related to the processing of the applications, "ABS" shall reimburse these direct costs.

13. **COMPLIANCE WITH LAWS.** "ABS" shall comply with all applicable Federal, State and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by "ABS".

14. **INSURANCE.** "ABS" will maintain comprehensive liability and other insurance in the amount not less than those set forth below.
    a. *General Liability Insurance*. A policy of commercial general liability insurance, written on an "occurrence" basis, providing coverage with not less than $1,000,000 per occurrence for bodily injury, personal injury & property damage and must include a separate endorsement naming the "Purchaser", its elected officials, its officers, agents and employees as additional insurance ("General Liability Policy"). The General Liability Policy shall include coverage for the contractual liability assumed by the ABS pursuant to this Agreement.

    b. *Vehicle Liability Insurance*. A policy of business vehicle liability insurance, written on an "occurrence" basis, with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage ("vehicle Liability Policy"). The vehicle Liability Policy shall include coverage for owned, hired, and non-owned automobiles.

    c. *Worker's Compensation Insurance*. Worker's compensation insurance as required by State law and employer's liability insurance with coverage in an amount not less than $1,000,000. Notwithstanding the insurer rating standards set forth in this Agreement, coverage provided by the State Compensation Insurance Fund shall be deemed, with respect to the workers' compensation insurance, to satisfy such insurer rating standards.

d. *Professional Liability Insurance.* Professional liability insurance with coverage in an amount of not less than $1,000,000 (Professional Liability Policy"), which the "Purchaser" acknowledges shall be written on a "claims made" basis.

e. Duration of Insurance. Except as provided in this Agreement with respect to insurance written on a "claims made" basis, the ABS shall maintain the insurance required pursuant to this Agreement in effect at least until the date that is one year following final payment to the ABS pursuant to this Agreement.

f. Professional Liability Insurance. The Professional Liability Policy shall provide coverage for claims arising out of the performance of the Scope of Services pursuant to this Agreement. If an aggregate limit applies, such aggregate limit in the Professional Liability Policy shall not be less than $2,000,000. Prior to commencing the Scope of Services, and, if applicable, upon replacing the original Professional Liability Policy, the ABS shall provide the "Purchaser" a copy of any and all applicable claims-reporting requirements. Notwithstanding anything to the contrary; (i) the ABS shall have the Professional Liability Policy, as described herein, in full force and effect prior to commencing the Scope of Services; (ii) each renewal or replacement of the Professional Liability Policy shall have a retroactive date that is prior to the date the ABS commenced the Scope of Services; and (iii) as a condition to final payment to the ABS pursuant to this Agreement. If the claims reporting period applicable to the scope of Services, as specified in or determined pursuant to the Professional Liability Policy for the Scope of Services, will Terminate prior to the end of the two-year period following final payment to the ABS pursuant to this Agreement, then the ABS, as its cost, shall obtain and provide satisfactory evidence to the "Purchaser's" of: (i) an endorsement to extend the claims reporting period to include whatever will remain of such two-year period; or (ii) a supplemental extended reporting period (tail) applicable to the Professional Liability Policy as required to provide coverage until the end of such two-year period. Such tail coverage shall be required, for example; (i) if the ABS intends to switch insurance carriers and the prospective new carrier will not agree to cover claims arising from the Scope of Services submitted at any time prior to the end of the two-ear period following final payment to the ABS pursuant to this Agreement; (ii) if the ABSs business is to be wound-up or otherwise terminated, whether voluntarily or Involuntarily; or (iii) when necessary for any other reason to ensure that professional liability insurance applicable to the Scope of Services is in effect at all times required by this Agreement.

g. Additional Insured's. The "Purchaser", its elected officials, officers, employees, and agents shall all be named as additional insured, to the extent of the ABSs' acts and omissions in connection with this Agreement, on all insurance that the consultant is to have in effect pursuant to this agreement, excepting the workers' compensation insurance and the Professional Liability Policy. For purposes of this Section, The "Purchaser" architect shall not be deemed or construed to be an agent of the "Purchaser"

h. Waiver of Subrogation. ABS hereby waives, on behalf of its insurers, any and all rights to subrogation that any such insurer may acquire by virtue of the payment of any loss. Each of the General Liability Policy and The Vehicle Liability Policy shall be endorsed with a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the "Purchaser". The policy of worker's compensation insurance shall be endorsed with a waiver of the insurer's rights of subrogation.

i. ABSs Insurance is Primary. To the extent permitted by law, insurance policies required by this Agreement to be maintained by the consultant shall be primary and non-contributing with respect to any insurance or self-insurance programs covering the "Purchaser" or "Purchaser's" Council members thereof, or the "Purchaser's" other officers, employees or agents. The General Liability Policy and the Vehicle Liability Policy shall be endorsed to provide that they are so primary and non-contributory.

j. Evidence of Coverage. Prior to commencing the Scope of Services, the ABS shall provide to the "Purchaser" or "Purchaser" such duly-authorized and executed certificates of insurance evidencing that the insurance policies to be maintained by the ABS pursuant to this Agreement are in effect (each a "certificate of Insurance"), together with a copy of each endorsement to such insurance as is required pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent tot eh ABS commencing any of the Scope of Services. As applicable, the Certificate of Insurance shall identify those who are additional insured's in accordance with this Agreement. Not less than Thirty days prior to the expiration of any insurance policy that the ABS is required to maintain pursuant to this Agreement, the ABS shall provide updated Certificates of Insurance to the "Purchaser" evidencing the renewal of such policy.

k. *Notice of Changes in Policies.* Each certificate of Insurance and corresponding policy of insurance required pursuant to this Agreement shall expressly require, or be endorsed to require, that the insurer notify the "Purchaser" not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any such insurance policy, except for cancellation due to non-payment of premium, in which case the insurer shall provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or policy of insurance to the effect that the insurer shall "endeavor" to provide such notice shall not be acceptable.

15. BONDING. Bonds are subject to the procurement and installation portion of the contract. Payment and Performance Bonds are required 10 days prior to start of procurement or installation. All M&V Agreements and Energy Savings Guarantees are specifically excluded.

16. INDEMNITY. The Parties hereto agree to defend, indemnify, and hold harmless the other Party, it's employees, agents, officials, officers and directors from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the work herein specified and which are caused in whole or in part by the negligent act or omission of the indemnifying Party. To the extent it may lawfully do so, the Parties hereby indemnify, defend (with counsel of it choosing), and holds harmless the other party and its affiliates, directors, representatives, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out the connected with an act or omission of the indemnifying party, or an agent, invitee, guest, employee, or anyone in, on or about the "Purchaser" sites, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any workers' compensation suites, liability, or expense, arising from or connected with services performed by, or on behalf of the indemnifying party, by any person pursuant to this Agreement; nonpayment for labor materials, appliances, teams or power, performed on, or furnished or contributed to the "Purchaser" sites. Notwithstanding the above, neither party shall be required to defend, indemnify and hold harmless the other for its own negligent acts and omissions' or willful misconduct. It is the intent of the Parties that were negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

17. DISPUTES. Written notice of any dispute must be provided to the other party, describing specific details of the dispute relating to changes in work or claim for additional compensation, within seven (7) days of the occurrence of the conditions. This notice must be provided via certified mail. For a reasonable period commencing on the day written notice of dispute was provided, but not to exceed thirty (30) days, the parties shall in good faith attempt to resolve the dispute. If the parties are unable to resolve the dispute during this period, the parties shall proceed to binding arbitration. The arbitrator shall be neutral and mutually acceptable; the arbitrator shall determine all rights and obligations under this agreement and the award of the arbitrator shall be final, binding and enforceable. Any award issued pursuant to this provision may be enforced in a court of competent jurisdiction, and each party hereby consents to that jurisdiction. All venues for arbitration shall be in the locality in which the project is located.

18. **OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
19. **ENTIRE AGREEMENT.** This agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

20. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon "ABS" unless accepted by "ABS" in writing.

21. **SEVERABILITY.** If one or more of the provisions of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provisions were so excluded and shall be enforced in accordance to their terms and conditions.

22. **COUNTERPARTS.** This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.

23. **ASSIGNMENT.** "ABS" retains the right to assign its rights and obligations of this agreement with written consent of "Purchaser".

24. **ACKNOWLEDGMENT.** Both "ABS" and the "Purchaser" acknowledge having read this agreement and all contract documents incorporated herein and have executed this agreement on the date written above.

25. **APPROVAL.** Each party represents that the person that has executed this agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the date first above written.

City of Montebello	**Alliance Building Solutions, Inc.**
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Attachment A: Scope of Work

City of Montebello – Energy Efficiency and Renewable Energy Project

Aquatic Center

Mechanical Systems

- Replace two existing older inefficient Raypak boilers of which one is not currently functioning. Parts from the nonfunctioning boiler have been used for parts to maintain the functionality of the single working boiler. The two new boilers will be high efficiency Lochinvar indirect pool boilers with an input of 1,999 MBH input each.
- The water filtration system and associated pool filtration controls will be replaced. In addition, a new pool cover will be installed to allow the pool to be covered in the off hours when the pool is closed. New pool gutter grates will be installed. The pool pumps will be receiving new bearings and sleaves.

Renewable Energy Systems

- Install a new carport mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Envelope Systems

- Re-roof the existing roof at the Aquatic Center. The current roof is inefficient, suffers from leaks and requires replacement. Installation will include removing the existing clay tiles around flat roof parapet walls. New plywood will be installed on parapet walls. New 1-inch dense insulation will be installed by mechanically fastening over the existing roofing and wood deck. New 45mil Burke Hypalon single-ply membrane will be installed by mechanically fastening over the new dense insulation. All existing sheet metal roof drain scuppers will be removed. All new overflow drains will be installed along with new downspouts being installed on the exterior walls. All wood decks will be inspected around roof drains will any damaged decking replaced as needed. All parapet walls will be roofed with Hypalon membrane. New clad or metal coping will be installed around upper-level parapet walls. Walk deck around roof access will be welded in place. All field seams and wall seams will be welded with heat guns. All clay roof tiles will be reinstalled back around parapet walls. All work will be performed within manufacturers specifications.

City Hall

Mechanical Systems

- Install a new 15-ton packaged heat pump unit to serve the hallway/atrium area of the building. This area historically was not served by HVAC. The installation is a turnkey installation to include mechanical, electrical, structural engineering along with start-up and commissioning for the new unit being installed. The new unit will have stand-alone controls only. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.

Renewable Energy Systems

- Install a new carport and rooftop mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Envelope Systems

- Re-roof the existing roof at the City Hall Upper Deck around new HVAC. The current roof is older and with the addition of the new HVAC a section will require reroofing. Area around the location of the new HVAC unit will be removed including area for the ducting, electrical and condensate drain penetrations. The area will have temporary waterproofing put in place around new duct locations for concrete saw cutting. An area with the dimensions of (10-ft x 16-ft) will be removed for the installation of a new AC roof curb to be installed by HVAC contractor. After the completion of the new AC roof curb and all new ducting, new tapered insulation will be installed including the installation of all necessary crickets around the HVAC platform for proper drainage. New fully adhered Burke Hypalon single-ply membrane will be installed over new areas to match existing. All new penetration will be roofed to meet manufacturers specifications. New wood supports and mats below all electrical and low voltage lines will be installed. New walk mats will be installed following the installation of the new HVAC around the unit(s) connected to the existing walkway. All field seams and curb seams will be welded with a heat gun. All necessary protection boards will be provided for the HVAC installation with a final inspection and any repairs made at the completion of the installation. All existing ducts will be waterproofed. All project debris will be removed. All work will be performed within manufacturers specifications.

Miscellaneous Improvements

- Make miscellaneous improvements to the men's and women's restrooms that are

located next to the city manager's office. Refer to the Miscellaneous Improvements Attachment for details.

Montebello Golf Course

Renewable Energy Systems

- Install a new carport and rooftop mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Transportation Facility

Mechanical Systems

- Replace select HVAC units with new high efficiency units of similar size, type and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.
- Add new high efficiency split system HVAC units for the server room and the safety meeting room along with a new high efficiency packaged HVAC unit for the fire room. Installation will include turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.
- For the Mechanics Shower Room the existing make-up air unit and associated swamp cooler will be removed and replaced with a new high efficiency 7.5-ton packaged unit. The new unit will utilize 100% outside air as it provides heating and cooling to the space. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up / testing of the new installation. Refer to the HVAC Systems Attachment for specific equipment information, locations, and capacities.
- The Mechanics Bay area will have four old existing exhaust fans that are no longer used removed and capped off.
- The Mechanics Bay area will have ten old existing tube heaters removed and replaced with ten new tube heaters equipped with new thermostats and timers.
- Maintenance Rooms will have the existing exhaust fan and supply fan removed and replaced with new balanced exhaust fan and supply fan.

- The Public Works space will have the old inefficient 20-ton rooftop mounted condensing unit replaced with a new like-sized high efficiency rooftop mounted condensing unit. The existing air handler will be retrofit with new heating and cooling coils, new TXVs, new blower motor equipped with a VFD and other ancillary improvements.
- The public works space on the east part of the building will have the men's/women's restroom exhaust fans removed and replaced.
- The Boiler Room will have the existing older Raypak heating hot water boiler replaced with a new high efficiency, like sized heating hot water boiler. In addition, the existing heating hot water pump will be replaced with a new high efficiency heating hot water pump.
- The Boiler Room will have the existing older domestic hot water heater replaced with a new high efficiency, like sized domestic hot water heater.

Control Systems

- Install a new Building Automation System (BAS) and managed network. The system will be a Tridium Niagara-4 licensed system to control 50 devices/2500 points. The work station will be a Dell All-In-One operator work station equipped with an Intel Denverton 4 Core processer with 32 GB DDR4 ECC Memory, 2 x 250GB SSD and 4 NIC Cards. Additional hardware includes 1 x Juniper Network SRX300 Fanless Service Gateway with VPN, Firewall and DHCP Server. 1 x Juniper Network EX2300-C Fanless 12 port switch along with 1 x Ixon VPN device tied to the new server/switch. The DDC controls will be for the following systems:
  - Distech ECY Controller(s) and/or I/O module(s) for one (1) multi-zone split system for eastside office area equipped with HHW system and multiple zones. Existing thermostats will be replaced with Distech Allure EC-Sensor-SO thermostats. Supply air static pressure sensors will be installed to allow the supply fan to modulate to maintain a constant set static pressure set-point. The VFD will be integrated into the BAS via BACnet.
  - Distech ECY Controller(s) and/or I/O module(s) for five (5) variable zone packaged AC units. Distech ECY-VAV DDC controllers with integrated damper actuator and and BACnet/IP communication for each Bypass damper.
  - Distech ECY-VAV DDC Controller(s) for each of the 23 variable air volume zones. There will be integrated damper actuator and BACnet/IP communication for each zone.
  - A BACnet thermostat will be installed for each of the packaged AC Units.
  - A BACnet thermostat will be installed for the heat pump serving the Fire Room.
  - A BACnet thermostat will be installed for each of the 5 split systems. The interconnect wiring between the fan coil and the condensing unit will be provided.

- A Distech ECY control panel and/or I/O module for the Mechanics Shower space to control the 100% OSA unit with associated exhaust fan system and the associated interlock between the two.

The new system will allow access to adjust equipment schedules and space temperature setpoints. Heating and cooling setpoints will be adjustable by the user within a preprogrammed amount during occupied times. The system will follow a revised, efficient sequence of operations to ensure optimal equipment performance, efficient energy use, and occupant comfort.

Electrical Systems

- Replace select existing dry-type electrical transformers with new ultra-efficient K-rated units of similar size and capacity. Replacement will include demolition of existing equipment and turn-key installation of new equipment with start-up and testing of the new installation. Refer to the Electrical Systems Attachment for specific equipment information and sizes.

Envelope Systems

- Re-roof the existing roof at the transportation facility. The current roof is inefficient, suffers from leaks and requires replacement. Installation will include cleaning and preparation of the existing roof, installation of new fully adhered TPO membrane / metal system, and all edging and flashing required to fully install the new roofing system. Refer to the Envelope Systems Attachment for specific areas and equipment information. In 4 locations new ladders for roof access will be installed. Also, in the area of the new HVAC for the Fire Room a new safety tie-off rail will be installed for fall protection.

Renewable Energy Systems

- Install a new carport and rooftop mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

Youth Center

Renewable Energy Systems

- Install a new carport mounted solar photovoltaic (PV) system. The system will be owned, operated, and maintained by the City. Refer to the Preliminary Solar Layouts

Attachment for proposed system layouts. Final system layouts to be approved by the City after final design and coordination is complete. Refer to the Renewable Energy Systems Attachment for details on location, system size, and production.

City-Wide

Air Disinfection Systems

- Install Two Hundred and Eighty-Eight (288) new WellAir Protect 900 devices throughout the city to inactivate aerosolized viruses, bacteria, mold spores and pollen within the facilities. The system will be owned, operated, and maintained by the City. Refer to the Air Disinfection Systems Attachment for specific equipment information.

Scope of Work Exclusions:

1. Includes the recovery and disposal of removed units as per EPA guidelines.
2. Excludes temporary HVAC (cooling or heating) during construction.
3. Excludes air balancing of the existing ductwork.
4. Excludes identification and removal of any hazardous material (such as lead, mold and asbestos).
5. Excludes any specialty smoke detectors, fire alarm work or testing.
6. Excludes any existing electrical issues of power wiring.
7. Excludes any structural penetrations or reinforcement or engineering.
8. Excludes permit, plan check and utility fees.
9. Excludes concrete work of any kind.
10. Excludes modifications and upgrading of existing systems to current codes.
11. Excludes LEED Design, evaluation, calculations, or consulting on LEED documentation.
12. Excludes structural engineering, calculations, or modifications of any kind.
13. Assumes everything is up to code.
14. Excludes any unforeseen conditions.

Attachment B: Mechanical Systems

City of Montebello

Detailed HVAC Inventory - City of Montebello Transportation Facility

ALLIANCE BUILDING SOLUTIONS, INC

General Information			Existing Equipment Data								Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Make: Model	Serial Number	Unit Size Tons	SEER	Mfg. Year	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description	Proposed Efficiency SEER
AC-1	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH121B4LBDC	K45100870D	10	8.3	1995	Poor	Yes	Trane: YHC120	New High Efficiency Gas Package RTU	16
AC-2	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH103B4LBDC	K45100866D	8.5	8.1	1995	Poor	Yes	Trane: YHC102	New High Efficiency Gas Package RTU	16
AC-4	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH121B4LCDC	K45100815D	10	8.3	1995	Poor	Yes	Trane: YHC120	New High Efficiency Gas Package RTU	16
AC-3	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH151B4LCDC	K45100830D	12.5	7.5	1995	Poor	Yes	Trane: YSD150	New High Efficiency Gas Package RTU	16
AC-5	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Carier: 48ESN03606060	4608G31044	3	13.0	2008	Fair	No	No Change	No Change	
elev-1	NW. Upper Rooftop	Main Bldg. Elevator Shaft	Window Mount AC	No ID Tag: No ID Tag	No ID Tag	1	9.0	-	Poor	Yes	Mitsubishi: NTXSMT12	New High Efficiency Ductless Mini-Split	17
admin-1	NW. Upper Rooftop	Main Bldg. Storage Rm	Window Mount AC	Frigidaire: No ID Tag	No ID Tag	0.75	9.0	-	Poor	Yes	Mitsubishi: NTXSMT09	New High Efficiency Ductless Mini-Split	17
RTU-1	W. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YHC120F4RLA0RK7	202610053L	10	15.2	2020	Good	No	No Change	No Change	-
n/a	W. Upper Rooftop	Main Bldg.	Exhaust Fan	Dayton:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	1st Flr: Server Room	Server Room	Window Mount AC	LG: LW2515ER	-	2	9.8	2015	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Window Mount AC	LG: LW2515ER	-	2	9.8	2015	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Window Mount AC	LG: LW2515ER	-	2	9.8	2015	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Portable AC	Friedrich: P12B	-	1	8.8	2018	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Portable AC	Friedrich: P12B	-	1	8.8	2018	Good	No	Remove Unit	Remove Unit	-
#4	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1D3661693	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
#3	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3027073	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
#2	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3983708	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
#1	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3027083	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
n/a	W. Lower Rooftop	Main Bldg.	Exhaust Fan (7x Combined)	:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	W. Lower Rooftop	Main Bldg.	Exhaust Fan	:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	W. Lower Rooftop	Main Bldg.	Exhaust Fan	:	-	0	0.0	-	AIP	AIP	No Change	No Change	-
n/a	W. Lower Rooftop	Main Bldg.	Exhaust Fan	:	-	0	0.0	-	AIP	AIP	No Change	No Change	-
n/a	Central Lower Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Central Lower Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	N. Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	N. Central Upper Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
shower-2	N. Central Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCD060C4LOBE	N06100455D	5	9.0	1998	Poor	Yes	Trane: YHC067	New High Efficiency Gas Package RTU	17
shower-1	N. Central Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCD048C4LOBE	N02101086D	4	9.0	1998	Poor	Yes	Trane: YHC047	New High Efficiency Gas Package RTU	17
n/a	E. Central Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	0

Detailed HVAC Inventory - City of Montebello Transportation Facility

General Information			Existing Equipment Data								Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Make: Model	Serial Number	Unit Size Tons	SEER	Mfg. Year	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description	Proposed Efficiency SEER
n/a	E. Central Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	E. Central Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	E. Central Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	E. Central Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	E. Central Rooftop	Main Bldg.	Exhaust Fan	Cook:	-	0	0.0	-	Good	No	No Change	No Change	-
AIP	E. Central Rooftop	Main Bldg.	Split Condenser	:	-	0	0.0	-	AIP	AIP	No Change	No Change	-
n/a	E. Central Rooftop	Paint Booth	Exhaust Fan	Penn:	-	0	0.0	-	Fair	No	No Change	No Change	-
n/a	E. Central Rooftop	Paint Booth	Exhaust Fan	:	-	0	0.0	-	Fair	No	No Change	No Change	-
Evap. Cooler	N. Central Upper Rooftop	Main Bldg.	Evaporative Cooler	:	-	0	0.0	-	Poor	Yes	Remove Unit	Remove Unit	-
MAU	N. Central Upper Rooftop	Main Bldg.	Make-Up-Air Unit	Sterling:	-	0	0.0	-	Poor	Yes	Remove Unit	Remove Unit	-
AHU-1	E. Rooftop Penthouse	Main Bldg.	Air Handler DX + HHW	Trane: MCCA017GAM0	K96F52184	0	0.0	1996	Poor	Yes	Trane: Coils, Fan	New Coils and VFD Fan Motor	N/A
CU-1	E. Rooftop	Main Bldg.	Condenser	Trane: RAUCC204EL03	J96E81789	20	7.2	1996	Poor	Yes	Trane: RAUJC204B	New High Efficiency Condenser	13.8
n/a	Boiler Rm	Main Bldg.	HHW Boiler	Parker: T490L	58746	0	0.0	2008	Poor	Yes	TBD	New High Efficiency Boiler	N/A
n/a	Boiler Rm	Main Bldg.	HHW Circ. Pump	:	-	0	0.0	-	Good	No	TBD	New High Efficiency Circ. Pump	N/A
n/a	Interior Bays	Main Bldg.	10x Ceiling Hung Gas Heaters	:	-	0	0.0	-	Good	No	TBD	10x New High Efficiency Gas Heaters	N/A
CU-Gas-1	Rooftop	Small Bldg. Money Pit	Ductless Split Condenser	:	-	2	16.0	-	Poor	Yes	Mitsubishi: TRUZA024	New High Efficiency Ductless Mini-Split	21.4
CU-Gas-2	Rooftop	Small Bldg. Gas Station	Ductless Split Condenser	:	-	2	16.0	-	Poor	Yes	Mitsubishi: TRUZA024	New High Efficiency Ductless Mini-Split	24.2
n/a	Rooftop	Small Bldg.	Exhaust Fan	:	-	0	0.0	-	Good	No	No Change	No Change	-
n/a	Rooftop	Small Bldg.	Exhaust Fan	:	-	0	0.0	-	Good	No	No Change	No Change	-
RTU-Fire	W. Lower Rooftop	Main Bldg. Fire Rm	Add 5-ton Package Unit	:	-	5	0.0	-	-	0	Trane: 4WCZ6060	Add High Efficiency Gas Package RTU	16.0
CU-comm1	W. Lower Rooftop	Main Bldg. Server Rm	Add Ductless Mini Split	:	-	8	0.0	-	-	0	Mitsubishi: TUHYP096	New High Efficiency Ductless Mini-Split	15.6
CU-comm2	W. Lower Rooftop	Main Bldg. Server Rm	Add Ductless Mini Split	:	-	3	0.0	-	-	0	Mitsubishi: TRUZA036	New High Efficiency Ductless Mini-Split	18.8
CU-Safe	SE Rooftop	Main Bldg. Safe Meeting Rm	Add Ductless Mini Split	:	-	4	0.0	-	-	0	Mitsubishi: NTXMSM48	New High Efficiency Ductless Mini-Split	19.8
RTU-Locker	N. Central Rooftop	1stFlr Mech Locker Rm	Add 7.5-ton Package Unit	:	-	7.5	0.0	-	-	0	Trane: 4WCZ6060	Add High Efficiency Gas Package RTU	16

Additional Equipment

Remove Existing Equipment

Replace Existing Equipment

Gas Package Trane: YCH103B4LBDC



Gas Package - Carrier: 48ESN03606060



Elevator Window Mount AC



Condensing Unit - Trane: RAUCC204EL03



Server Room Window Mount AC



HHW Boiler - Parker: T490L



Detailed HVAC Inventory - City of Montebello Transportation Facility

General Information			Existing Equipment Data							Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Make: Model	Serial Number	Unit Size Tons	SEER	Mfg. Year	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description	Proposed Efficiency SEER
AC-1	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH121B4LBDC	K45100870D	10	8.3	1995	Poor	Yes	Trane: YHC120	New High Efficiency Gas Package RTU	16
AC-2	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH103B4LBDC	K45100866D	8.5	8.1	1995	Poor	Yes	Trane: YHC102	New High Efficiency Gas Package RTU	16
AC-4	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH121B4LCDC	K45100815D	10	8.3	1995	Poor	Yes	Trane: YHC120	New High Efficiency Gas Package RTU	16
AC-3	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH151B4LCDC	K45100830D	12.5	7.5	1995	Poor	Yes	Trane: YSD150	New High Efficiency Gas Package RTU	16
elev-1	NW. Upper Rooftop	Main Bldg. Elevator Shaft	Window Mount AC	No ID Tag: No ID Tag	No ID Tag	1	9.0	-	Poor	Yes	Mitsubishi: NTXSMT12	New High Efficiency Ductless Mini-Split	17
admin-1	NW. Upper Rooftop	Main Bldg. Storage Rm	Window Mount AC	Frigidaire: No ID Tag	No ID Tag	0.75	9.0	-	Poor	Yes	Mitsubishi: NTXSMT09	New High Efficiency Ductless Mini-Split	17
#4	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1D3661693	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
#3	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3027073	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
#2	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3983708	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
#1	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3027083	5	12.4	2011	Poor	Yes	Trane: 4WCZ6060	New High Efficiency Gas Package RTU	15
shower-2	N. Central Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCD060C4LOBE	N06100455D	5	9.0	1998	Poor	Yes	Trane: YHC067	New High Efficiency Gas Package RTU	17
shower-1	N. Central Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCD048C4LOBE	N02101086D	4	9.0	1998	Poor	Yes	Trane: YHC047	New High Efficiency Gas Package RTU	17
AHU-1	E. Rooftop Penthouse	Main Bldg.	Air Handler DX + HHW	Trane: MCCA017GAM0	K96F52184	0	0.0	1996	Poor	Yes	Trane: Coils, Fan	New Coils and VFD Fan Motor	N/A
CU-1	E. Rooftop	Main Bldg.	Condenser	Trane: RAUCC204EL03	J96E81789	20	7.2	1996	Poor	Yes	Trane: RAUJC204B	New High Efficiency Condenser	13.8
n/a	Boiler Rm	Main Bldg.	HHW Boiler	Parker: T490L	58746	0	0.0	2008	Poor	Yes	TBD	New High Efficiency Boiler	N/A
n/a	Boiler Rm	Main Bldg.	HHW Circ. Pump	:	-	0	0.0	-	Good	No	TBD	New High Efficiency Circ. Pump	N/A
n/a	Interior Bays	Main Bldg.	10x Ceiling Hung Gas Heaters	:	-	0	0.0	-	Good	No	TBD	10x New High Efficiency Gas Heaters	N/A
CU-Gas-1	Rooftop	Small Bldg. Money Pit	Ductless Split Condenser	:	-	2	16.0	-	Poor	Yes	Mitsubishi: TRUZA024	New High Efficiency Ductless Mini-Split	21.4
CU-Gas-2	Rooftop	Small Bldg. Gas Station	Ductless Split Condenser	:	-	2	16.0	-	Poor	Yes	Mitsubishi: TRUZA024	New High Efficiency Ductless Mini-Split	24.2

Detailed HVAC Inventory - City of Montebello Transportation Facility

General Information			Existing Equipment Data							Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Make: Model	Serial Number	Unit Size Tons	SEER	Mfg. Year	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description	Proposed Efficiency SEER
n/a	1st Flr: Server Room	Server Room	Window Mount AC	LG: LW2515ER	-	2	9.8	2015	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Window Mount AC	LG: LW2515ER	-	2	9.8	2015	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Window Mount AC	LG: LW2515ER	-	2	9.8	2015	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Portable AC	Friedrich: P12B	-	1	8.8	2018	Good	No	Remove Unit	Remove Unit	-
n/a	1st Flr: Server Room	Server Room	Portable AC	Friedrich: P12B	-	1	8.8	2018	Good	No	Remove Unit	Remove Unit	-
Evap. Cooler	N. Central Upper Rooftop	Main Bldg.	Evaporative Cooler	:	-	0	0.0	-	Poor	Yes	Remove Unit	Remove Unit	-
MAU	N. Central Upper Rooftop	Main Bldg.	Make-Up-Air Unit	Sterling:	-	0	0.0	-	Poor	Yes	Remove Unit	Remove Unit	-

Detailed HVAC Inventory - City of Montebello Transportation Facility

General Information			Existing Equipment Data							Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Make: Model	Serial Number	Unit Size Tons	SEER	Mfg. Year	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description	Proposed Efficiency SEER
RTU-Fire	W. Lower Rooftop	Main Bldg. Fire Rm	Add 5-ton Package Unit	:	-	5	0.0	-	-	0	Trane: 4WCZ6060	Add High Efficiency Gas Package RTU	16.0
CU-comm1	W. Lower Rooftop	Main Bldg. Server Rm	Add Ductless Mini Split	:	-	8	0.0	-	-	0	Mitsubishi: TUHYP096	New High Efficiency Ductless Mini-Split	15.6
CU-comm2	W. Lower Rooftop	Main Bldg. Server Rm	Add Ductless Mini Split	:	-	3	0.0	-	-	0	Mitsubishi: TRUZA036	New High Efficiency Ductless Mini-Split	18.8
CU-Safe	SE Rooftop	Main Bldg. Safe Meeting Rm	Add Ductless Mini Split	:	-	4	0.0	-	-	0	Mitsubishi: NTXMSM48	New High Efficiency Ductless Mini-Split	19.8
RTU-Locker	N. Central Rooftop	1stFlr Mech Locker Rm	Add 7.5-ton Package Unit	:	-	7.5	0.0	-	-	0	Trane: 4WCZ6060	Add High Efficiency Gas Package RTU	16

HVAC Location Map - City of Montebello Transportation Facility (West)



Add New Ductless Split | Replace Ductless Split | Replace Package Unit | Add New Package Unit

HVAC Location Map - City of Montebello Transportation Facility (East)

ALLIANCE BUILDING SOLUTIONS, INC



Add New Package Unit | Replace Package Unit | Replace Condenser Unit | Replace AHU Coils & Fan | Add New Ductless Split

Detailed DHW Inventory - City of Montebello Transportation Facility

General Information		Existing Equipment Data								Proposed Equipment	
Unit ID Tag	Unit Location	System Type	Make: Model	Capacity Gallons	Capacity Gallons	Gas DHW Input kBtu	E-Star Rated (Y/N)	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description
No ID Tag	Boiler Rm	DHW Circ. Pump	Grundfos	0	0	0	N	Poor	Y	TBD	New High Efficeincy DHW Circ. Pump
No ID Tag	Boiler Rm	DHW Heater 50gal Nat. Gas	American: GU6150T40400	50	50	40	N	Poor	Y	TBD	New High Efficeincy DHW Heater

DHW Heater 50-Gallon Natural Gas



HVAC Inventory - City Hall (unit being added)

General Information			Existing Equipment Data		Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Unit Size Tons	Proposed Make: Model #	Description	Proposed Efficiency SEER
n/a	Rooftop	Hall/Atrium	Add 15-ton Packaged Ht Pump	15	High Eff. Pack. Ht Pump	Add High Efficiency Packaged Ht Pump	13.8

Additional Equipment

Remove Existing Equipment

Replace Existing Equipment

Mechanical Inventory - Aquatic Center

General Information			Existing Equipment Data		Proposed Equipment		
Map ID Tag	Unit Location	Serves	System Type	Unit Size	Proposed Make: Model #	Description	Proposed Efficiency SEER
n/a	Equipment Room	Pool Heat	Pool Boiler	1999 Input	Lochinvar: AP02000N	Replace Pool Boiler w/ High Eff Condensing Boiler	97%
n/a	Equipment Room	Pool Heat	Pool Boiler	1999 Input	Lochinvar: AP02000N	Replace Pool Boiler w/ High Eff Condensing Boiler	97%
n/a	Equipment Room	Filtration System	Glass Media Filtration System	n/a	High Eff.	New High Eff Pool Filtration System	n/a
n/a	Pool Surface	Pool Heating	Pool Cover	n/a	Titan Series	New High Eff Pool Cover	n/a
n/a	Equipment Room	Filtration System	Pool Filtration Pump(s) w/ VFD	n/a	High Eff.	Rebuild Pool Pump & Motor w/ VFD	n/a

Additional Equipment

Remove Existing Equipment

Replace Existing Equipment

Submittal Documents

CITYMULTI® **8-TON TUHYP0963AN40A(N/B)** TRANE MITSUBISHI ELECTRIC

Job Name:

System Reference: Date:

208/230V OUTDOOR VRF HEAT PUMP SYSTEM



UNIT OPTION

- ☐ Standard Model TUHYP0963AN40AN
- ☐ Seacoast (BS) Model TUHYP0963AN40AB

ACCESSORIES

- ☐ Header Kit ..... for details see Pipe Accessories Submittal
- ☐ Joint Kit ..... for details see Pipe Accessories Submittal
- ☐ Low Ambient Kit ..... for details see Low Ambient Kit Submittal
- ☐ Panel Heater Kit ..... for details see Panel Heater Kit Submittal
- ☐ Snow/Hail Guards Kit ..... for details see Snow/Hail Guards Kit Submittal

Specifications			System
Unit Type			TUHYP0963AN40A(N/B)
Cooling Capacity (Nominal)		BTU/H	96,000
Heating Capacity (Nominal)		BTU/H	108,000
Guaranteed Operating Range[1]	Cooling[2]	ºF [ºC]	23~126 [-5.0~52.0]
	Heating[3]	ºF [ºC]	-4~60 [-20.0~15.5]
Extended Operating Range	Heating	ºF [ºC]	-18~60 [-28.0~15.5]
External Dimensions (H x W x D)		In. [mm]	71-10/16 x 48-14/16 x 29-3/16 [1,818 x 1,240 x 740]
Net Weight		Lbs. [kg]	569 [258]
External Finish			Pre-coated galvanized steel sheet (+powder coating for -BS type) <MUNSELL 3Y 7.8/1.1 or similar>
Electrical Power Requirements	Voltage, Phase, Hertz, Power Tolerance		208/230V, 3-phase, 60 Hz, ±10%
Minimum Circuit Ampacity		A	33.0/31.0
Maximum Overcurrent Protection		A	50/45
Recommended Fuse Size		A	40/40
Recommended Minimum Wire Size		AWG [mm]	8/8 [8.4/8.4]
SCCR		kA	5
Refrigerant Piping Diameter	Liquid (High Pressure)	In. [mm]	3/8 [9.52] Brazed
	Gas (Low Pressure)	In. [mm]	7/8 [22.2] Brazed
Max. Total Refrigerant Line Length		Ft.	3280
Max. Refrigerant Line Length (Between ODU & IDU)		Ft.	541
Max. Control Wiring Length		Ft.	1640
Indoor Unit Connectable	Total Capacity		50.0~130.0% of outdoor unit capacity
	Model/Quantity		P05~P96/1.0~20.0
Sound Pressure Levels		dB(A)	56.5–58.5
Sound Power Levels		dB(A)	75.5/77.5
FAN[4]	Type x Quantity		Propeller fan x 2
	Airflow Rate	CFM	6700
	External Static Pressure	In. WG	Selectable; 0.00, 0.12, 0.24, 0.32 In. WG; factory set to 0 In. WG
Compressor Operating Range			17.0% to 100.0%
Compressor	Type x Quantity		Inverter scroll hermetic compressor x 1
Refrigerant	Type x Original Charge		R410A x 21 lbs + 9.0 oz [9.8 kg]
Protection Devices	High Pressure Protection		High pressure sensor, High pressure switch at 4.15 MPa (601 psi)
	Inverter Circuit (Comp./Fan)		Over-current protection
	Fan Motor		Over-current protection
AHRI Ratings (Ducted/Non-ducted)	EER		13.4/14.6
	IEER		26.2/32.6
	COP		3.98/4.34

NOTES:
Nominal cooling conditions (Test conditions are based on AHRI 1230)
Indoor: 80°FD.B./67°FW.B. (26.7°CD.B./19.4°CW.B.), Outdoor: 95°FD.B. (35°CD.B.)
Nominal heating conditions (Test conditions are based on AHRI 1230)
Indoor: 70°FD.B. (21.1°CD.B.), Outdoor: 47°FD.B./43°FW.B. (8.3°CD.B./6.1°CW.B.)

[1]Harsh weather environments may demand performance enhancing equipment. Ask your Mitsubishi Electric representative for more details about your region
[2]For details on extended cooling operation range down to -10° F DB, see Low Ambient Kit Submittal
[3]When applying product below -4°F, consult your design engineer for cold climate application best practices, including the use of a backup source for heating
[4]Unit will continue to operate in extended operating range, but capacity is not guaranteed

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OUTDOOR UNIT: TUHYP0963AN40A(N/B) – DIMENSIONS

TUHYP(096/120/144)3AN40A(N/B)

Unit: mm (in.)

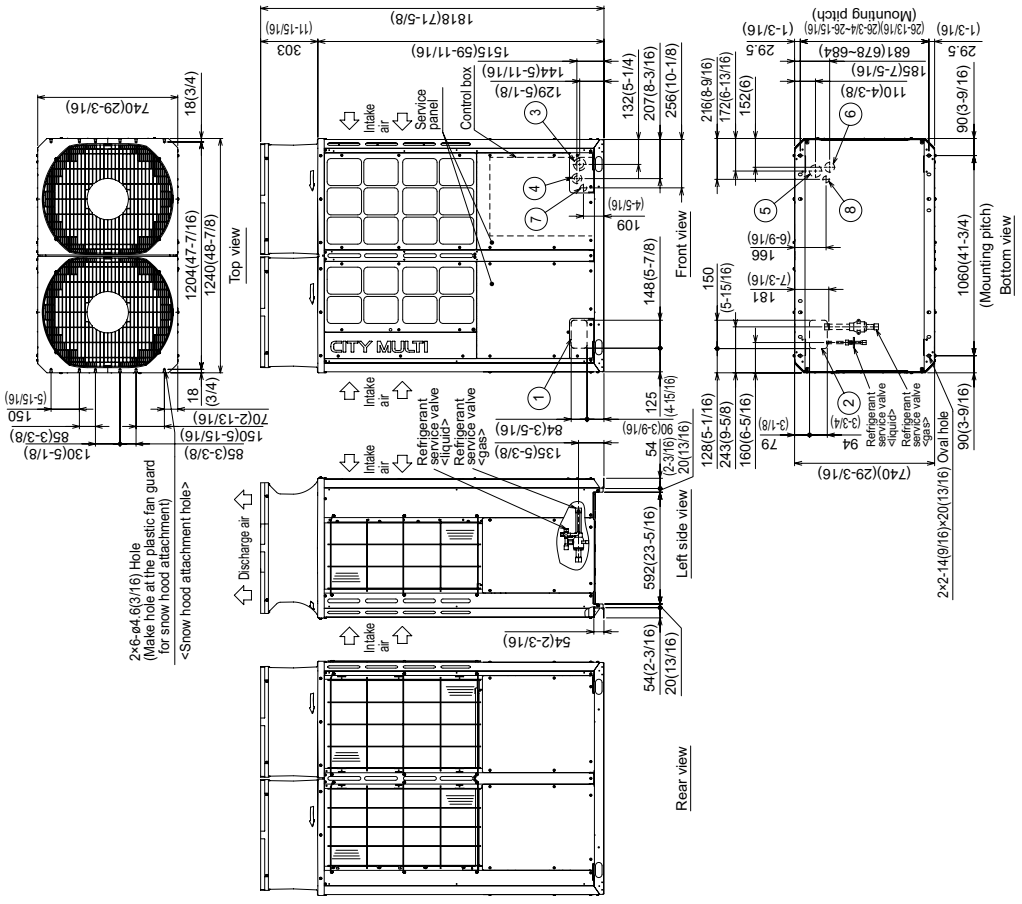
Note 1. At brazing of pipes, wrap the refrigerant service valve with wet cloth and keep the temperature of refrigerant service valve under 120°C(248°F).

Connecting pipe specifications

Model	Diameter			
	Refrigerant pipe		Service valve	
	Liquid	Gas	Liquid	Gas
P096	ø9.52(3/8) Brazed (ø12.7(1/2) Brazed)*1,*3	ø22.2(7/8) Brazed*1,*2	ø12.7(1/2)	ø28.58(1-1/8)
P120	ø9.52(3/8) Brazed (ø12.7(1/2) Brazed)*1,*2,*4			
P144	ø12.7(1/2) Brazed	ø28.58(1-1/8) Brazed		

*1 Connect the refrigerant pipe to the service valve according to the Installation Manual.
*2 Indicates dimensions and connection specifications in the case the unit is used in combination with other outdoor units.
*3 Furthest piping length (OU from IU)≥90m
*4 Furthest piping length (OU from IU)≥40m

NO.	Usage		Specifications
①	For pipes	Front through hole	148(5-7/8) × 84(3-5/16) Knockout hole
②		Bottom through hole	150(5-15/16) × 94(3-3/4) Knockout hole
③	For wires	Front through hole	ø62.7(2-1/2) or ø34.5(1-3/8) Knockout hole
④		Front through hole	ø43.7(1-3/4) or ø22.2(7/8) Knockout hole
⑤		Bottom through hole	ø65(2-9/16) Knockout hole
⑥		Bottom through hole	ø52(2-1/16) Knockout hole
⑦	For transmission cables	Front through hole	ø34(1-3/8) Knockout hole
⑧		Bottom through hole	ø34(1-3/8) Knockout hole



NOTES:
SEACOAST PROTECTION
Anti-corrosion Protection: A coating treatment is applied to condenser coil for protection from air contaminants.
Standard: Salt Spray Test Method - no unusual rust development to 480 hours.
Sea Coast (BS): Salt Spray Test Method (JRA 9002) - no unusual rust development to 960 hours.

FORM# TUHYP0963AN40A(N/B) - 202107

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Job Name:	
System Reference:	Date:



FEATURES

- Compatible with NV- and P-Series and CITY MULTI indoor units. Branch box required for connection with NV- and P-Series
- Variable speed INVERTER-driven compressor
- Seacoast protection on heat exchanger and base panel (rated for 2,000 hrs in accordance with ASTM B117 testing)
- Thermal Differential 1°F (with TAC-MKA32/52BC only)
- Optional base pan heater
- Quiet outdoor unit operation, rated sound pressure as low as 51 dB(A)
- High pressure protection
- Compressor thermal protection
- Compressor overcurrent detection
- Fan motor overheating/voltage protection

ENERGY STAR products are third-party certified by an EPA-recognized Certification Body.

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SPECIFICATIONS: NTXMSM48A182AA

Cooling[1] (Non-Ducted // Mix // Ducted)	Maximum Capacity	BTU/H	48,000 // 48,000 // 48,000
	Rated Capacity	BTU/H	48,000 // 48,000 // 48,000
	Minimum Capacity	BTU/H	16,000 // 16,000 // 16,000
	Maximum Power Input	W	3,665 // 3,930 // 4,245
	Rated Power Input	W	3,665 // 3,930 // 4,245
	Power Factor (208V, 230V)	%	98.5, 98.5 // 98.5, 98.5 // 98.5, 98.5
Heating at 47°F[2] (Non-Ducted // Mix // Ducted)	Maximum Capacity	BTU/H	54,000 // 54,000 // 54,000
	Rated Capacity	BTU/H	54,000 // 54,000 // 54,000
	Minimum Capacity	BTU/H	27,000 // 27,000 // 27,000
	Maximum Power Input	W	3,955 // 4,335 // 4,795
	Rated Power Input	W	3,955 // 4,335 // 4,795
	Power Factor (208V, 230V)	%	98.5, 98.5 // 98.5, 98.5 // 98.5, 98.5
Heating at 17°F[3] (Non-Ducted // Mix // Ducted)	Maximum Capacity	BTU/H	37,800 // 37,800 // 37,800
	Rated Capacity	BTU/H	31,400 // 31,400 // 31,400
	Maximum Power Input	W	5,200 // 5,650 // 3,665
	Rated Power Input	W	3,410 // 3,840 // 4,270
Heating at 5°F[4] (Non-Ducted // Mix // Ducted)	Maximum Capacity	BTU/H	32,400 // 32,400 // 32,400
	Maximum Power Input	W	4,530 // 4,650 // 4,770
Efficiency (Non-Ducted // Mix // Ducted)	SEER		23.0 // 19.75 // 16.5
	EER[1]		13.1 // 12.2 // 11.3
	HSPF (IV)		12.0 // 11.5 // 11.0
	COP at 47°F[2]		4.0 // 3.65 // 3.3
	COP at 17°F at Maximum Capacity[3]		2.1 // 1.96 // 1.7
	COP at 5°F at Maximum Capacity[4]		2.0 // 2.05 // 2.0
	ENERGY STAR® Certified		Yes // No // No
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	187-253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating (SCCR)	kA	5
	Recommended Fuse/Breaker Size if Branch Box Powered by Outdoor Unit	A	40
	Recommended Fuse/Breaker Size without Branch Box or Branch Box Powered Separate	A	30
	Recommended Wire Size (Indoor - Outdoor)	AWG	16
	MCA if Branch Box Powered by Outdoor Unit	A	35.0
	MCA without Branch Box or Branch Box Powered Separate	A	29
	MOCP if Branch Box Powered by Outdoor Unit	A	50
	MOCP without Branch Box or Branch Box Powered Separate	A	40
	Fan Motor Full Load Amperage	A	0.6+0.6
	Fan Motor Output	W	74
Outdoor unit	Airflow Rate (Cooling / Heating)	CFM	3,885 / 3,885
	Refrigerant Control		LEV
	Defrost Method		Reverse Cycle
	Heat Exchanger Type		Plate fin coil
	Heat Exchanger Coating		Blue Fin Coating
	Sound Pressure Level,Cooling[1]	dB(A)	51
	Sound Pressure Level,Heating[2]	dB(A)	54
	Compressor Type		Hermetic
	Compressor Model		ANB33FNHMT
	Compressor Motor Output	kW	3.4
	Compressor Rated Load Amps	A	19
	Compressor Locked Rotor Amps	A	22.0
	Compressor Oil Type // Charge	oz.	FV50S // 78
	Base Pan Heater		Optional (PAC-SJ20BH-E)
	Unit Dimensions	W: In. [mm]	41-11/32[1,050]
		D: In. [mm]	13[330]
		H: In. [mm]	52-11/16[1,338]
	Package Dimensions	W: In. [mm]	43 [1,090]
		D: In. [mm]	18 [450]
		H: In. [mm]	57 [1,430]
	Unit Weight	Lbs.[kg]	271 [123]
	Package Weight	Lbs.[kg]	295 [134]

NOTES:

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)

[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB

Conditions

[*]Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.
[*A] when 1 or more PLA-A·EA7 connected
[*B] Branch box should be placed within the level between the outdoor unit and indoor units
[*C] 5°F DB - 115°F DB when optional wind baffles are installed

For actual capacity performance based on indoor unit type and number of indoor units connected, please refer to MXZ Operational Performance.
Although the maximum connectable capacity is 130%, the outdoor unit cannot provide more than 100% of the rated capacity. Please utilize this over capacity capability for load shedding or applications where it is known that all connected units will NOT be operating at the same time.

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SPECIFICATIONS: NTXMSM48A182AA

Outdoor unit operating temperature range	Cooling Intake Air Temp (Maximum / Minimum)	°FDB	115 / 23
	Cooling Thermal Lock-out / Re-start Temperatures	°FDB	N/A / N/A
	Heating Intake Air Temp (Maximum / Minimum)	°FWB	59 / -13
	Heating Thermal Lock-out / Re-start Temperatures	°FDB	-24 / -14
Refrigerant	Type		R410A
	Charge	Lbs, oz	10, 9.0
Indoor unit connection	Maximum Number of Connected IDU with Branch Box		8 (6)*A
	Maximum Number of Connected IDU without Branch Box		12
	Minimum Number of Connected IDU with Branch Box		2
	Minimum Number of Connected IDU without Branch Box		1
	Minimum Connected Capacity with Branch Box	BTU/H	12,000
	Maximum Connected Capacity	BTU/H	62,000
Piping	Liquid Pipe Size O.D. (Flared)	In.[mm]	3/8 [9.52]
	Gas Pipe Size O.D. (Flared)	In.[mm]	5/8 [15.88]
	Total Piping Length when using Branch Box	Ft. [m]	492 [150]
	Total Piping Length without Branch Box	Ft. [m]	984 [300]
	Maximum Height Difference*B, ODU above IDU	Ft. [m]	164 [50]
	Maximum Height Difference*B, ODU below IDU	Ft. [m]	131 [40]
	Maximum Height Difference*B, between branch boxes	Ft. [m]	49 [15]
	Maximum Height Difference*B, between branch boxes and IDU	Ft. [m]	49 [15]
	Maximum Height Difference between IDU and IDU without branch box	Ft. [m]	49 [15]
	Max. Piping Length between ODU and Branch Box	Ft. [m]	180 [55]
	Farthest Piping Length from ODU to IDU with Branch Box	Ft. [m]	262 [80]
	Farthest Piping Length from ODU to IDU without Branch Box	Ft. [m]	492 [150]
	Farthest Piping Length after Branch Box	Ft. [m]	82 [25]
	Total Piping Length between Branch Boxes and IDU	Ft. [m]	311 [95]
	Maximum Number of Bends for IDU		15

NOTES:

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)	[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
	[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
	[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
Conditions	[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB

*Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.
*A when 1 or more PLA-A·EA7 connected
*B Branch box should be placed within the level between the outdoor unit and indoor units
*C 5°F DB - 115°F DB when optional wind baffles are installed

For actual capacity performance based on indoor unit type and number of indoor units connected, please refer to MXZ Operational Performance.
Although the maximum connectable capacity is 130%, the outdoor unit cannot provide more than 100% of the rated capacity. Please utilize this over capacity capability for load shedding or applications where it is known that all connected units will NOT be operating at the same time.

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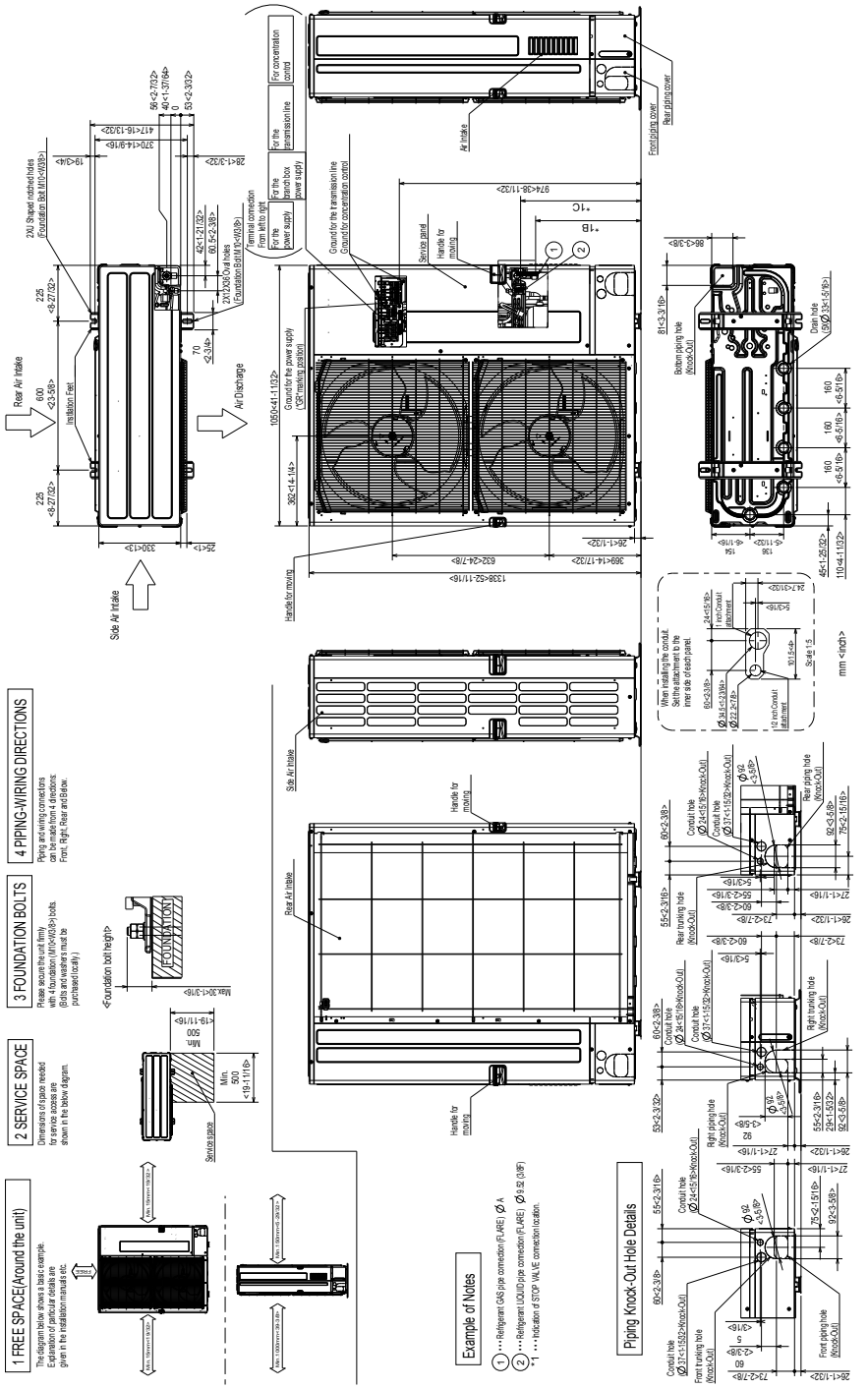
OUTDOOR UNIT ACCESSORIES: NTXMSM48A182AA

Air Deflector	Vertical Air Deflector	☐ ADV-1
Air Outlet Guide	Air Outlet Guide (1 Piece)	☐ PAC-SH96SG-E (two pieces are required)
Ball Valve	Refrigeration Ball Valve - 1/2”	☐ BV12FFSI2
	Refrigeration Ball Valve - 1/4”	☐ BV14FFSI2
	Refrigeration Ball Valve - 3/8”	☐ BV38FFSI2
	Refrigeration Ball Valve - 5/8”	☐ BV58FFSI2
Branch Box	Branch Box	☐ TAC-MKA32BC
	Branch Box	☐ TAC-MKA52BC
	Branch Box Enclosure	☐ BBE-1
Centralized Drain Pan	Central Drain Pan	☐ PAC-SH97DP-E
Control Wire	M-Net Control Wire, 1,000’ Roll (16-AWG, Standard, Twisted Pair, Shielded, Jacketed- Plenum rated)	☐ CW162S-1000
	M-Net Control Wire, 250’ Roll (16-AWG, Standard, Twisted Pair, Shielded, Jacketed- Plenum rated)	☐ CW162S-250
Control/Service Tool	Maintenance Tool Interface	☐ PAC-USCMS-MN-1
Distribution pipe	Brazed Connection	☐ MSDD-50BR-E
	Flare Connection	☐ MSDD-50AR-E
Drain Socket	Drain Socket	☐ PAC-SH71DS-E
Hail Guards	Hail Guard	☐ HG-A2
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S164-50
Mounting Pad	Condensing Unit Mounting Pad: 24” x 42” x 3”	☐ ULTRILITE2
	Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	☐ DSD-400P
Optional Defrost Heater	Optional Defrost Heater	☐ PAC-SJ20BH-E
Port Adapter	Adaptor: 1/2” x 3/8”	☐ MAC-A455JP-E
	Adaptor: 1/2” x 5/8”	☐ MAC-A456JP-E
	Adaptor: 3/8” x 1/2”	☐ MAC-A454JP-E
	Adaptor: 3/8” x 5/8”	☐ PAC-SG76RJ-E
Stand	18” Dual Fan Stand	☐ QSMS1802M
	24” Dual Fan Stand	☐ QSMS2402M
	Condenser Wall Bracket	☐ QSWB2000M-1
	Condenser Wall Bracket - Stainless Steel Finish	☐ QSWBSS
	Outdoor Unit Stand — 12” High	☐ QSMS1202M
Wind Baffle	Front Wind Baffle	☐ WB-PA3 (two pieces are required)

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OUTDOOR UNIT DIMENSIONS: NTXMSM48A182AA

Unit: mm
<inch>



MODEL NAME	DIMENSION A	DIMENSION B	DIMENSION C
NTXMSH36A142AA NTXMSH42A152AA NTXMSH48A182AA	15.88 (5/8F)	426 <16-25/32>	485 <19-3/32>
NTXMSM60A182AA	19.05 (3/4F)	393 <15-15/32>	450 <17-23/32>
NTXMSM36A142AA NTXMSM48A182AA	15.88 (5/8F)	426 <16-25/32>	485 <19-3/32>

Nv-SERIES

SUBMITTAL DATA: NTXWMT09A111A* & NTXSMT09A111A*

9,000 BTU/H 115V WALL-MOUNTED HEAT PUMP SYSTEM

Job Name:	
System Reference:	Date:

Indoor Unit: NTXWMT09A111A*	Outdoor Unit: NTXSMT09A111A*	Wireless Remote Controller
		

GENERAL FEATURES

- 115V
- Single-zone heat pump systems
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life
- Four fan speeds: Low, Medium, High, Super-high
- INVERTER-driven heat pump
- Cooling operation range: 14° F to 115° F
- Heating operation range: -4° F to 75° F
- Multiple control options available:
  - Hand-held Remote Controller (provided with unit)
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers
- 12-hour timer
- ECONO COOL mode
- AUTO restart
- Washable air filter
- Optional anti-allergy enzyme filter

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SPECIFICATIONS: NTXWMT09A111A* & NTXSMT09A111A*

Cooling at 95°F[1]	Maximum Capacity	BTU/H	10,000
	Rated Capacity	BTU/H	9,000
	Minimum Capacity	BTU/H	3,800
	Maximum Power Input	W	850
	Rated Power Input	W	750
	Moisture Removal	Pints/h	1.5
	Sensible Heat Factor		0.82
	Power Factor (208/230V)	%	93
Cooling at 82°F	Maximum Capacity	BTU/H	11,040
	Rated Capacity	BTU/H	9,700
	Minimum Capacity	BTU/H	4,196
	Maximum Power Input	W	766
	Rated Power Input	W	672
Heating at 47°F[2]	Maximum Capacity	BTU/H	11,800
	Rated Capacity	BTU/H	10,900
	Minimum Capacity	BTU/H	4,500
	Maximum Power Input	W	1,000
	Rated Power Input	W	900
	Power Factor	%	94
Heating at 17°F[3]	Maximum Capacity	BTU/H	7,200
	Rated Capacity	BTU/H	6,700
	Maximum Power Input	W	780
	Rated Power Input	W	700
Heating at 5°F[4]	Maximum Capacity	BTU/H	5,990
	Maximum Power Input	W	660
Heating at -4°F[5]	Maximum Capacity	BTU/H	4,680
Efficiency	SEER		17.0
	EER[1]		12.0
	HSPF (IV)		9.0
	COP at 47°F[2]		3.55
	COP at 17°F in Maximum Capacity[3]		2.71
	COP at 5°F in Maximum Capacity[4]		2.66
Electrical	Voltage, Phase, Frequency		115V, 1 phase, 60Hz
	Guaranteed Voltage Range	V AC	103-127
	Voltage: Indoor - Outdoor, S1-S2	V AC	115
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating (SCCR)	kA	5
	Recommended Fuse/Breaker Size (Outdoor)	A	15
	Recommended Wire Size (Indoor - Outdoor)	AWG	14
Indoor Unit	MCA	A	1.4
	Blower Motor Full Load Amperage	A	1.07
	Blower Motor Output	W	30
	Airflow Rate at Cooling, Dry	CFM	399-321-237-170
	Airflow Rate at Cooling, Wet	CFM	364-286-201-134
	Airflow Rate at Heating, Dry	CFM	406-321-237-170
	Sound Pressure Level (Cooling)	dB(A)	43-37-30-22

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SPECIFICATIONS: NTXWMT09A111A* & NTXSMT09A111A*

	Sound Pressure Level (Heating)	dB(A)	43-37-30-22
	Drain Pipe Size	In. (mm)	5/8 (15.88)
	Heat Exchanger Type		Plate fin coil
	External Finish Color		Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W: In. (mm)	31-7/16 (798)
		D: In. (mm)	9-1/8 (232)
		H: In. (mm)	11-5/8 (295)
	Package Dimensions	W: In. (mm)	33-1/2 (850)
		D: In. (mm)	12 (300)
		H: In. (mm)	14 (350)
	Unit Weight	Lbs. (kg)	22 (10)
	Package Weight	Lbs. (kg)	26 (11.5)
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp (Maximum / Minimum)*	°F	90F D.B / 73F W.B // 67F D.B / 57F W.B
	Heating Intake Air Temp (Maximum / Minimum)	°F	80F D.B // 70F D.B
Outdoor Unit	MCA	A	12
	MOCP	A	15
	Fan Motor Full Load Amperage	A	0.7
	Fan Motor Output	W	55
	Airflow Rate	CFM	1,105 / 1,225
	Refrigerant Control		LEV
	Defrost Method		Reverse cycle
	Heat Exchanger Type		Plate fin coil
	Blue Fin Coating on Heat Exchanger		Yes
	Sound Pressure Level, Cooling[1]	dB(A)	46
	Sound Pressure Level, Heating[2]	dB(A)	50
	Compressor Type		DC INVERTER-driven
	Compressor Model		KNB073FRXMC
	Compressor Rated Load Amps	A	8.8
	Compressor Locked Rotor Amps	A	11.0
	Compressor Oil Type // Charge	oz.	FV50S // 9.1
	External Finish Color		Ivory Munsell 3Y 7.8/1.1
	Unit Dimensions	W: In. (mm)	31-1/2 (800)
		D: In. (mm)	11-1/4 (285)
		H: In. (mm)	21-5/8 (550)
	Package Dimensions	W: In. (mm)	37 (940)
		D: In. (mm)	14-15/16 (380)
		H: In. (mm)	24-13/16 (630)
	Unit Weight	Lbs. (kg)	73 (33)
	Package Weight	Lbs. (kg)	79 (36)
Outdoor Unit Operating Temperature Range	Cooling Air Temp (Maximum / Minimum)*	°F	115 / 14
	Cooling Thermal Lock-out / Re-start Temperatures**	°F	-1 / 3
	Heating Air Temp (Maximum / Minimum)	°F	75 / -4
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-9 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	1, 12
Piping	Gas Pipe Size O.D. (Flared)	In.(mm)	3/8 (9.52)

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SPECIFICATIONS: NTXWMT09A111A* & NTXSMT09A111A*

	Liquid Pipe Size O.D. (Flared)	In.(mm)	1/4 (6.35)
	Maximum Piping Length	Ft. (m)	65 (20)
	Maximum Height Difference	Ft. (m)	40 (12)
	Maximum Number of Bends		10

Notes

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)	[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
	[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
	[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
Conditions	[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
	[5]Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB
*Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions. **System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.			

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ACCESSORIES: NTXWMT09A111A*

Anti-allergy Enzyme Filter	□ MAC-408FT-E
kumo touch™ RedLINK™ Wireless Controller	□ MHK2
Deluxe MA Remote Controller[1]	□ TAR-40MAAU
Simple MA Controller[1]	□ TAC-YT53CRAU-J
Touch MA Controller[1]	□ TAR-CT01MAU-SB
Wired Remote Sensor	□ M21-EAA-307
Wireless Temperature and Humidity Sensor	□ PAC-USWHS003-TH-1
System Control Interface[2]	□ MAC-334IF-E
Wireless Interface 2	□ PAC-USWHS002-WF-2
Thermostat Interface	□ PAC-US444CN-1
kumo station®	□ TAC-WHS01HC-E
USNAP Interface	□ PAC-WHS01UP-E
IT Extender	□ PAC-WHS01IE-E
BACnet® and MODBUS® Interface	□ PAC-UKPRC001-CN-1
External Fan / Heater Control Relay Adapter	□ CN24RELAY-KIT-CM3
Blue Diamond Sensor Extension Cable — 15 Ft.	□ C13-103
Blue Diamond Alarm Extension Cable — 6.5 Ft.	□ C13-192
Blue Diamond MultiTank — collection tank for use with multiple pumps	□ C21-014
Blue Diamond Rubber Foot Pads	□ F10-010
Mini Condensate Pump — 230 volt application	□ SI30-230
MegaBlue Advanced Blue Diamond Condensate Pump w/ Reservoir & Sensor	□ X87-835 - 110 to 250V
MaxiBlue Advanced Blue Diamond Mini Condensate Pump w/ Reservoir & Sensor (110V) up to 48,000 BTU/H[recommended]	□ X87-711 - 110V
MicroBlue Blue Diamond Mini Condensate Pump (110/208/230V) up to 18,000 BTU/H	□ X85-003
Fascia Kit for MicroBlue Pump – mounts the MicroBlue and sensor directly beneath the indoor unit	□ T18-016
Drain Pan Level Sensor	□ SS610E
(30A/600V/UL) [fits 2" X 4" utility box] - Black	□ TAZ-MS303
(30A/600V/UL) [fits 2" X 4" utility box] - White	□ TAZ-MS303W

[1] Requires MAC-334IF-E

[2] Allows indoor units to connect to an MA Controller

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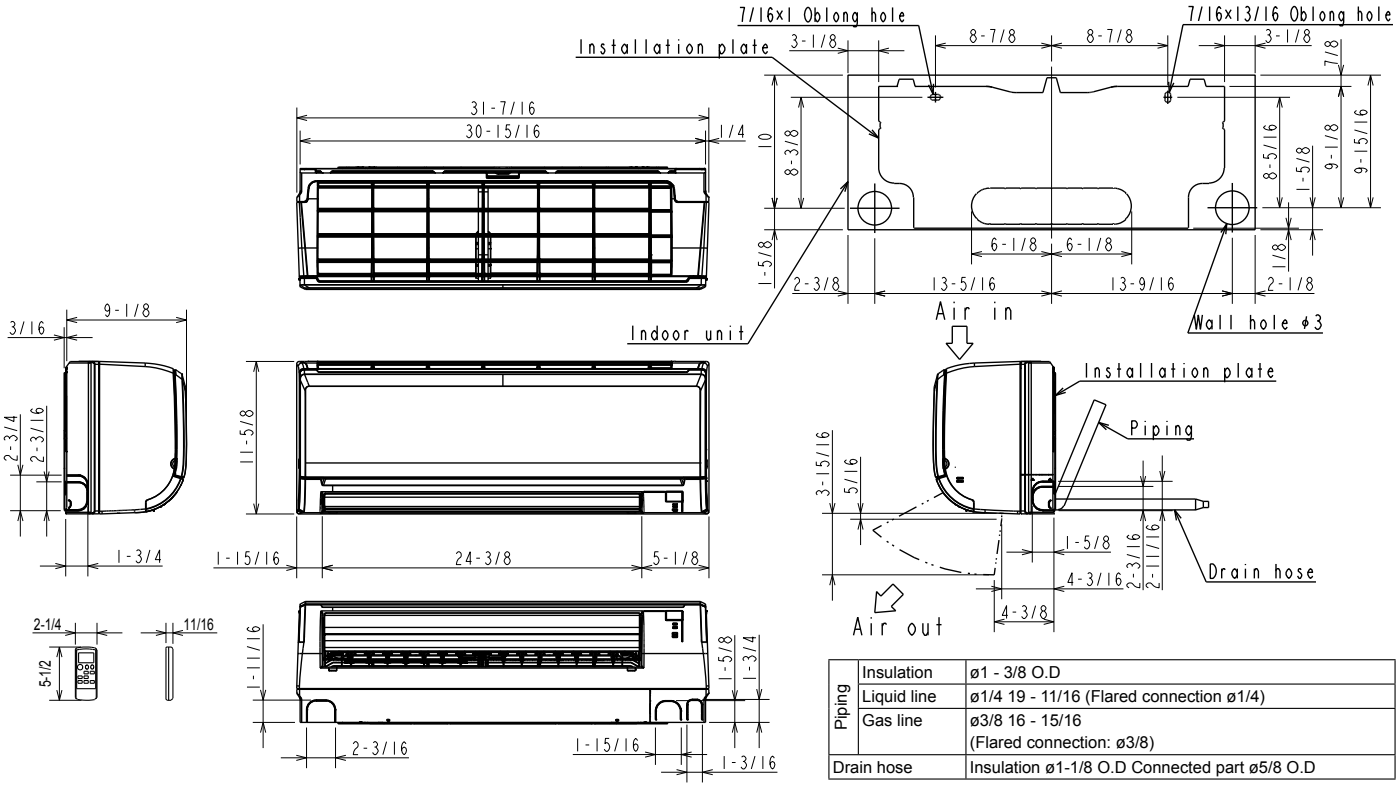
ACCESSORIES: NTXSMT09A111A*

Air Outlet Guide	□ PAC-ADG881AA-E
Drain Socket	□ MAC-860DS
Hail Guard	□ HG-B4
Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	□ DSD-400P
Condensing Unit Mounting Pad 16" x 36" x 3"	□ ULTRILITE1
Outdoor Unit Stand — 12" High	□ QSMS1201M
Outdoor Unit Stand — 18" High	□ QSMS1801M
Outdoor Unit Stand — 24" High	□ QSMS2401M
Heavy Duty Wall Mounting Bracket— Coated Steel	□ QSWB2000M-1
Heavy Duty Wall Mounting Bracket — 316 Series Stainless Steel	□ QSWBSS
15' x 1/4" x 15' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-15
30' x 1/4" x 30' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-30
50' x 1/4" x 50' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-50
65' x 1/4" x 65' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-65

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DIMENSIONS: NTXWMT09A111A*

Unit: inch



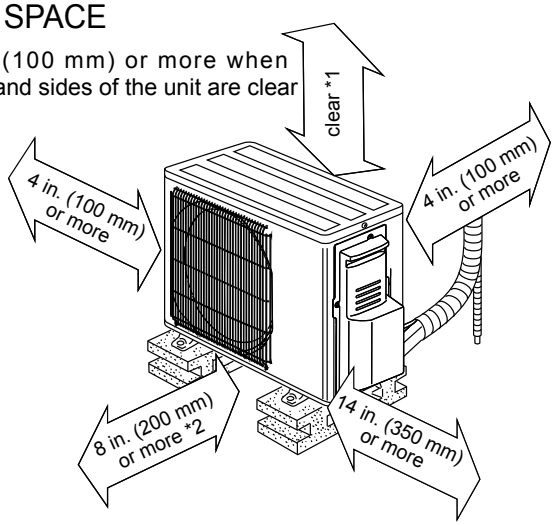
Piping	Insulation	ø1 - 3/8 O.D
	Liquid line	ø1/4 19 - 11/16 (Flared connection ø1/4)
	Gas line	ø3/8 16 - 15/16 (Flared connection: ø3/8)
Drain hose		Insulation ø1-1/8 O.D Connected part ø5/8 O.D

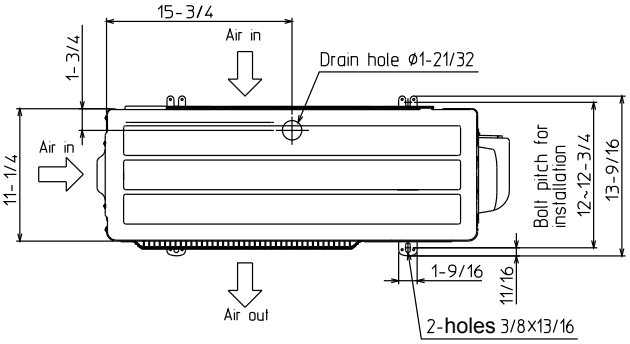
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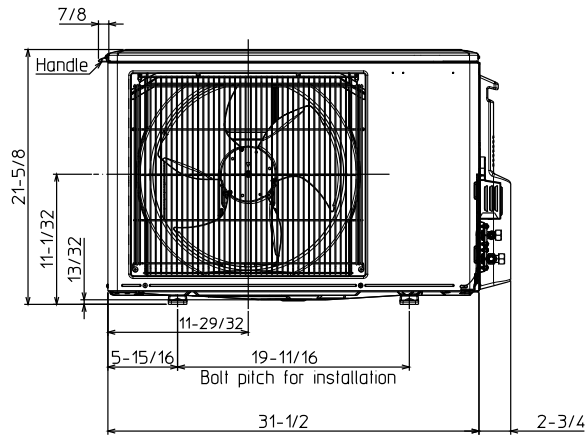
DIMENSIONS: NTXSMT09A111A*

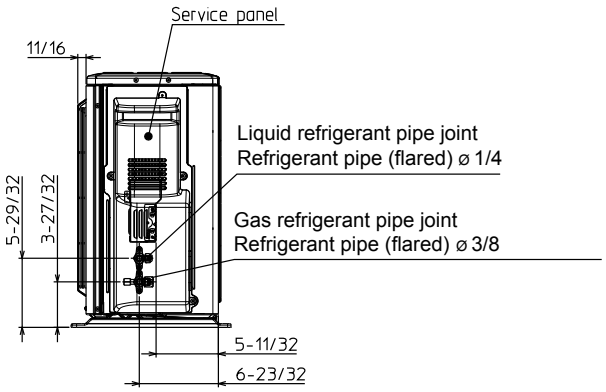
Unit: inch

REQUIRED SPACE









Specifications are subject to change without notice.

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Nv-SERIES

SUBMITTAL DATA: NTXWMT12A111A* & NTXSMT12A111A*

12,000 BTU/H 115V WALL-MOUNTED HEAT PUMP SYSTEM

Job Name:	
System Reference:	Date:

Indoor Unit: NTXWMT12A111A*	Outdoor Unit: NTXSMT12A111A*	Wireless Remote Controller
		

GENERAL FEATURES

- 115V
- Single-zone heat pump systems
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life
- Four fan speeds: Low, Medium, High, Super-high
- INVERTER-driven heat pump
- Cooling operation range: 14° F to 115° F
- Heating operation range: -4° F to 75° F
- Multiple control options available:
  - Hand-held Remote Controller (provided with unit)
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers
- 12-hour timer
- ECONO COOL mode
- AUTO restart
- Washable air filter
- Optional anti-allergy enzyme filter

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SPECIFICATIONS: NTXWMT12A111A* & NTXSMT12A111A*

Cooling at 95°F[1]	Maximum Capacity	BTU/H	12,200
	Rated Capacity	BTU/H	12,000
	Minimum Capacity	BTU/H	3,800
	Maximum Power Input	W	1,300
	Rated Power Input	W	1,210
	Moisture Removal	Pints/h	2.5
	Sensible Heat Factor		0.77
	Power Factor (208/230V)	%	93
Cooling at 82°F	Maximum Capacity	BTU/H	13,474
	Rated Capacity	BTU/H	12,900
	Minimum Capacity	BTU/H	4,196
	Maximum Power Input	W	1,170
	Rated Power Input	W	1,090
Heating at 47°F[2]	Maximum Capacity	BTU/H	14,500
	Rated Capacity	BTU/H	12,200
	Minimum Capacity	BTU/H	4,500
	Maximum Power Input	W	1,220
	Rated Power Input	W	990
	Power Factor	%	94
Heating at 17°F[3]	Maximum Capacity	BTU/H	9,000
	Rated Capacity	BTU/H	7,600
	Maximum Power Input	W	990
	Rated Power Input	W	800
Heating at 5°F[4]	Maximum Capacity	BTU/H	7,440
	Maximum Power Input	W	840
Heating at -4°F[5]	Maximum Capacity	BTU/H	5,850
Efficiency	SEER		17.0
	EER[1]		9.9
	HSPF (IV)		9.0
	COP at 47°F[2]		3.61
	COP at 17°F in Maximum Capacity[3]		2.66
	COP at 5°F in Maximum Capacity[4]		2.60
Electrical	Voltage, Phase, Frequency		115V, 1 phase, 60Hz
	Guaranteed Voltage Range	V AC	103-127
	Voltage: Indoor - Outdoor, S1-S2	V AC	115
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating (SCCR)	kA	5
	Recommended Fuse/Breaker Size (Outdoor)	A	15
	Recommended Wire Size (Indoor - Outdoor)	AWG	14
Indoor Unit	MCA	A	1.4
	Blower Motor Full Load Amperage	A	1.07
	Blower Motor Output	W	30
	Airflow Rate at Cooling, Dry	CFM	399-321-237-170
	Airflow Rate at Cooling, Wet	CFM	364-286-201-134
	Airflow Rate at Heating, Dry	CFM	406-321-237-170
	Sound Pressure Level (Cooling)	dB(A)	45-37-30-22

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SPECIFICATIONS: NTXWMT12A111A* & NTXSMT12A111A*

	Sound Pressure Level (Heating)	dB(A)	43-37-30-22
	Drain Pipe Size	In. (mm)	5/8 (15.88)
	Heat Exchanger Type		Plate fin coil
	External Finish Color		Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W: In. (mm)	31-7/16 (798)
		D: In. (mm)	9-1/8 (232)
		H: In. (mm)	11-5/8 (295)
	Package Dimensions	W: In. (mm)	33-1/2 (850)
		D: In. (mm)	12 (300)
		H: In. (mm)	14 (350)
	Unit Weight	Lbs. (kg)	22 (10)
	Package Weight	Lbs. (kg)	26 (11.5)
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp (Maximum / Minimum)*	°F	90F D.B / 73F W.B // 67F D.B / 57F W.B
	Heating Intake Air Temp (Maximum / Minimum)	°F	80F D.B // 70F D.B
Outdoor Unit	MCA	A	14
	MOCP	A	15
	Fan Motor Full Load Amperage	A	0.7
	Fan Motor Output	W	55
	Airflow Rate	CFM	1,105 / 1,225
	Refrigerant Control		LEV
	Defrost Method		Reverse cycle
	Heat Exchanger Type		Plate fin coil
	Blue Fin Coating on Heat Exchanger		Yes
	Sound Pressure Level, Cooling[1]	dB(A)	49
	Sound Pressure Level, Heating[2]	dB(A)	51
	Compressor Type		DC INVERTER-driven
	Compressor Model		KNB073FRXMC
	Compressor Rated Load Amps	A	10.4
	Compressor Locked Rotor Amps	A	13.0
	Compressor Oil Type // Charge	oz.	FV50S // 9.1
	External Finish Color		Ivory Munsell 3Y 7.8/1.1
	Unit Dimensions	W: In. (mm)	31-1/2 (800)
		D: In. (mm)	11-1/4 (285)
		H: In. (mm)	21-5/8 (550)
	Package Dimensions	W: In. (mm)	37 (940)
		D: In. (mm)	14-15/16 (380)
		H: In. (mm)	24-13/16 (630)
	Unit Weight	Lbs. (kg)	73 (33)
	Package Weight	Lbs. (kg)	79 (36)
Outdoor Unit Operating Temperature Range	Cooling Air Temp (Maximum / Minimum)*	°F	115 / 14
	Cooling Thermal Lock-out / Re-start Temperatures**	°F	-1 / 3
	Heating Air Temp (Maximum / Minimum)	°F	75 / -4
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-9 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	1, 12
Piping	Gas Pipe Size O.D. (Flared)	In.(mm)	3/8 (9.52)

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SPECIFICATIONS: NTXWMT12A111A* & NTXSMT12A111A*

	Liquid Pipe Size O.D. (Flared)	In.(mm)	1/4 (6.35)
	Maximum Piping Length	Ft. (m)	65 (20)
	Maximum Height Difference	Ft. (m)	40 (12)
	Maximum Number of Bends		10

Notes

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)	[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
	[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
	[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
Conditions	[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
	[5]Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB
*Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions. **System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.			

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ACCESSORIES: NTXWMT12A111A*

Anti-allergy Enzyme Filter	□ MAC-408FT-E
kumo touch™ RedLINK™ Wireless Controller	□ MHK2
Deluxe MA Remote Controller[1]	□ TAR-40MAAU
Simple MA Controller[1]	□ TAC-YT53CRAU-J
Touch MA Controller[1]	□ TAR-CT01MAU-SB
Wired Remote Sensor	□ M21-EAA-307
Wireless Temperature and Humidity Sensor	□ PAC-USWHS003-TH-1
System Control Interface[2]	□ MAC-334IF-E
Wireless Interface 2	□ PAC-USWHS002-WF-2
Thermostat Interface	□ PAC-US444CN-1
kumo station®	□ TAC-WHS01HC-E
USNAP Interface	□ PAC-WHS01UP-E
IT Extender	□ PAC-WHS01IE-E
BACnet® and MODBUS® Interface	□ PAC-UKPRC001-CN-1
External Fan / Heater Control Relay Adapter	□ CN24RELAY-KIT-CM3
Blue Diamond Sensor Extension Cable — 15 Ft.	□ C13-103
Blue Diamond Alarm Extension Cable — 6.5 Ft.	□ C13-192
Blue Diamond MultiTank — collection tank for use with multiple pumps	□ C21-014
Blue Diamond Rubber Foot Pads	□ F10-010
Mini Condensate Pump — 230 volt application	□ SI30-230
MegaBlue Advanced Blue Diamond Condensate Pump w/ Reservoir & Sensor	□ X87-835 - 110 to 250V
MaxiBlue Advanced Blue Diamond Mini Condensate Pump w/ Reservoir & Sensor (110V) up to 48,000 BTU/H[recommended]	□ X87-711 - 110V
MicroBlue Blue Diamond Mini Condensate Pump (110/208/230V) up to 18,000 BTU/H	□ X85-003
Fascia Kit for MicroBlue Pump – mounts the MicroBlue and sensor directly beneath the indoor unit	□ T18-016
Drain Pan Level Sensor	□ SS610E
(30A/600V/UL) [fits 2" X 4" utility box] - Black	□ TAZ-MS303
(30A/600V/UL) [fits 2" X 4" utility box] - White	□ TAZ-MS303W

[1] Requires MAC-334IF-E

[2] Allows indoor units to connect to an MA Controller

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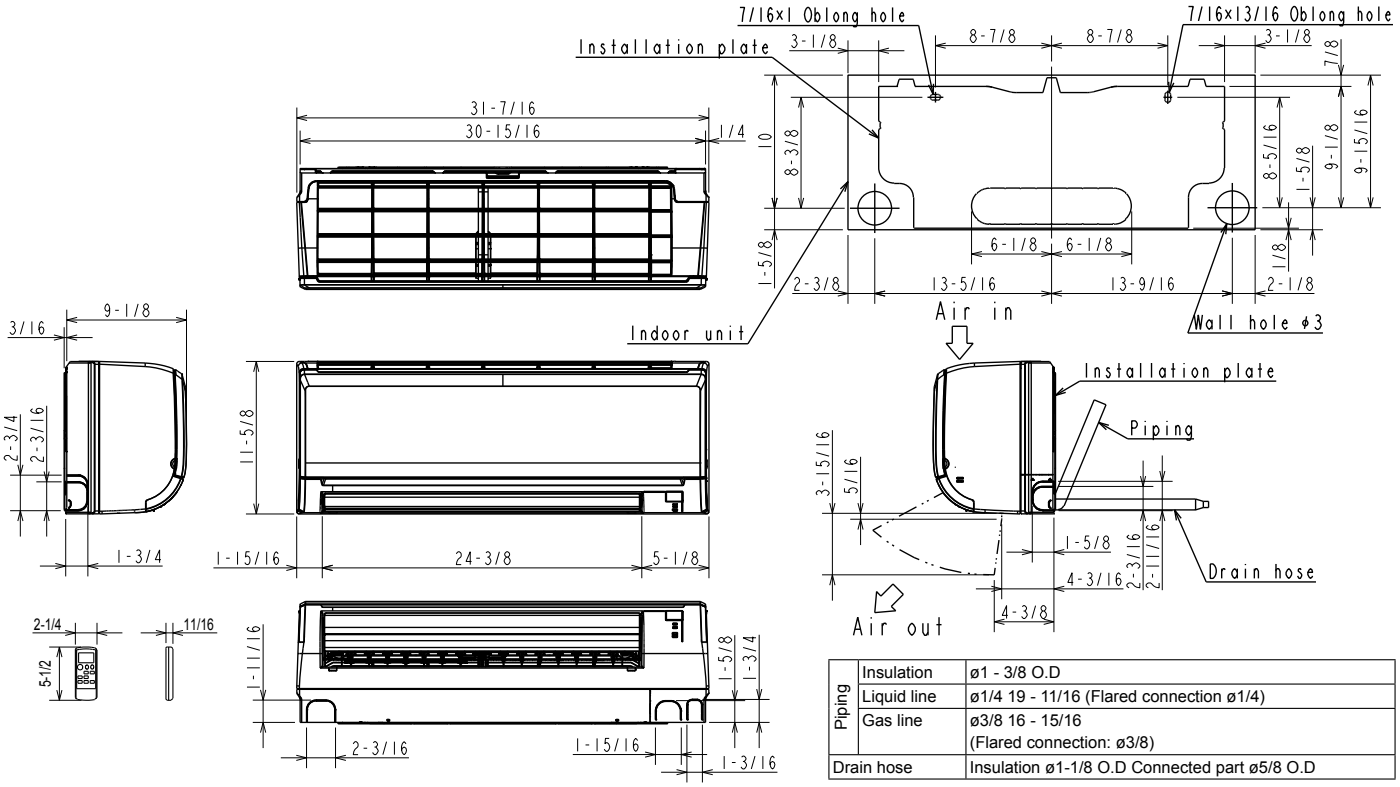
ACCESSORIES: NTXSMT12A111A*

Air Outlet Guide	□ PAC-ADG881AA-E
Drain Socket	□ MAC-860DS
Hail Guard	□ HG-B4
Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	□ DSD-400P
Condensing Unit Mounting Pad 16" x 36" x 3"	□ ULTRILITE1
Outdoor Unit Stand — 12" High	□ QSMS1201M
Outdoor Unit Stand — 18" High	□ QSMS1801M
Outdoor Unit Stand — 24" High	□ QSMS2401M
Heavy Duty Wall Mounting Bracket— Coated Steel	□ QSWB2000M-1
Heavy Duty Wall Mounting Bracket — 316 Series Stainless Steel	□ QSWBSS
15' x 1/4" x 15' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-15
30' x 1/4" x 30' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-30
50' x 1/4" x 50' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-50
65' x 1/4" x 65' / 3/8" Lineset (Twin-Tube Insulation)	□ MLS143812T-65

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DIMENSIONS: NTXWMT12A111A*

Unit: inch



Piping	Insulation	ø1 - 3/8 O.D
	Liquid line	ø1/4 19 - 11/16 (Flared connection ø1/4)
	Gas line	ø3/8 16 - 15/16 (Flared connection: ø3/8)
Drain hose		Insulation ø1-1/8 O.D Connected part ø5/8 O.D

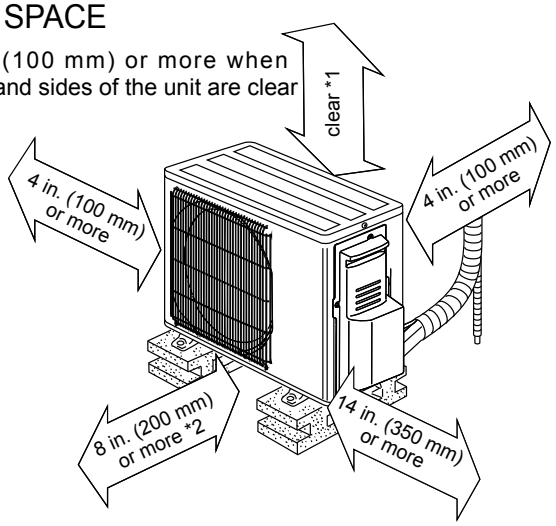
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DIMENSIONS: NTXSMT12A111A*

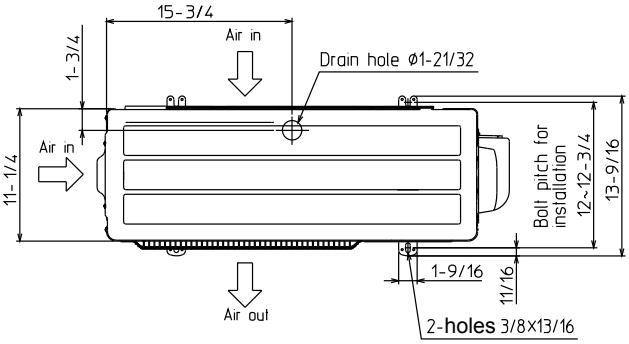
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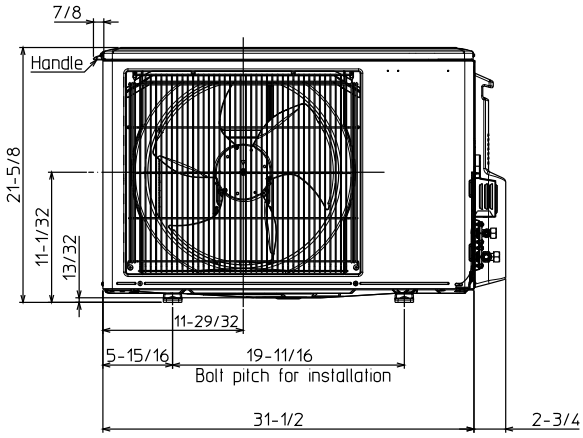
REQUIRED SPACE

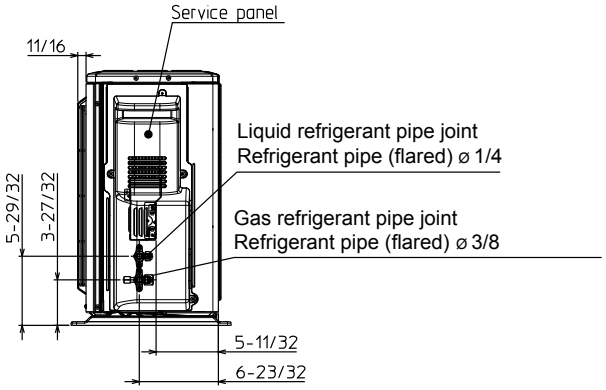
*1 4 in. (100 mm) or more when front and sides of the unit are clear



*2 When any 2 sides of left, right and rear of the unit are clear







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TPKA0A0241KA70A & TRUZA0241HA70(N/B)A
24,000 BTU/H WALL-MOUNTED INDOOR UNIT
24,000 BTU/H HEAT PUMP UNIVERSAL OUTDOOR

Job Name:

System Reference: Date:



Indoor Unit TPKA0A0241KA70A

Outdoor Unit
- ☐ Standard Model TRUZA0241HA70NA
- ☐ Seacoast Model TRUZA0241HA70BA

INDOOR UNIT FEATURES
- Sleek, compact design
- Simple installation
- Vane setting for air flow direction control
- Auto fan speed mode
- Ideal for spaces such as server rooms, daycare centers, classrooms, churches, small offices, and more
- Multiple control options available:
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers

OUTDOOR UNIT FEATURES
- Variable speed INVERTER-driven compressor
- Power receiver pre-charged with refrigerant volume for piping length up to 70 ft
- Low ambient cooling down to 0°F providing 100% capacity
- 24-hour continuous operation (cooling mode)
- High pressure protection
- Fast restart
- Superior energy and operational efficiency

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SPECIFICATIONS: TPKA0A0241KA70A & TRUZA0241HA70(N/B)A

Cooling at 95°F[1]	Maximum Capacity	BTU/H	24,000
	Rated Capacity	BTU/H	24,000
	Minimum Capacity	BTU/H	10,000
	Maximum Power Input	W	1,960
	Rated Power Input	W	1,960
	Moisture Removal	Pints/h	5.0
	Sensible Heat Factor		0.77
	Power Factor	%	95.7/95.7
Heating at 47°F[2]	Maximum Capacity	BTU/H	28,000
	Rated Capacity	BTU/H	26,000
	Minimum Capacity	BTU/H	9,000
	Maximum Power Input	W	2,600
	Rated Power Input	W	1,750
	Power Factor	%	750.0/750.0
Heating at 17°F[3]	Maximum Capacity	BTU/H	18,300
	Rated Capacity	BTU/H	15,700
	Maximum Power Input	W	1,820
	Rated Power Input	W	1,750
Heating at 5°F[4]	Maximum Capacity	BTU/H	15,200
	Maximum Power Input	W	2,300
Efficiency	SEER		21.4
	EER[1]		12.2
	HSPF [IV]		11.0
	COP at 47°F[2]		4.35
	COP at 17°F at Maximum Capacity[3]		2.95
	COP at 5°F at Maximum Capacity[4]		1.94
	ENERGY STAR® Certified		No
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	198 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
	Recommended Fuse/Breaker Size (Oudoor)	A	25
	Recommended Wire Size [Indoor - Outdoor]	AWG	14
	Power Supply		Indoor unit is powered by the outdoor unit
Indoor Unit	MCA	A	1.0
	Fan Motor Full Load Amperage	A	0.36
	Fan Motor Output	W	56
	Fan Motor Type		DC Motor
	Airflow Rate at Cooling, Dry	CFM	635–705–775
	Airflow Rate at Cooling, Wet	CFM	570–635–700
	Airflow Rate at Heating, Dry	CFM	635–705–775
	Sound Pressure Level [Cooling]	dB[A]	39–42–45
	Sound Pressure Level [Heating]	dB[A]	39–42–45
	Drain Pipe Size	In. [mm]	5/8 [16]
	Coating on Heat Exchanger		—
	External Finish Color		White Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W x D x H: In. [mm]	46-1/16 x 11-5/8 x 14-3/8 [1170 x 295 x 365]
	Package Dimensions	W x D x H: In. [mm]	51 x 14-1/4 x 18-1/2 [1295 x 362 x 470]
	Unit Weight	Lbs. [kg]	46 [21]
	Package Weight	Lbs. [kg]	53 [24]
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp [Maximum / Minimum]*	°F	90 DB, 72 WB / 66 DB, 61 WB
	Heating Intake Air Temp [Maximum / Minimum]	°F	77 DB / 59 DB

NOTES:

AHRI Rated Conditions
(Rated data is determined at a fixed compressor speed)

[1]Cooling (Indoor // Outdoor) °F 80 DB, 67 WB // 95 DB, 75 WB
[2]Heating at 47°F (Indoor // Outdoor) °F 70 DB, 60 WB // 47 DB, 43 WB
[3]Heating at 17°F (Indoor // Outdoor) °F 70 DB, 60 WB // 17 DB, 15 WB

Conditions

[4]Heating at 5°F (Indoor // Outdoor) °F 70 DB, 60 WB // 5 DB, 4 WB
[5]Heating at -4°F (Indoor // Outdoor) °F 70 DB, 60 WB // -4 DB, -5 WB
[6]Heating at -5°F (Indoor // Outdoor) °F 70 DB, 60 WB // -5 DB, -6 WB
[7]Heating at -13°F (Indoor // Outdoor) °F 70 DB, 60 WB // -13 DB, -14 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
- Wind baffles required to operate below 23°F DB in cooling mode.
- Heat pump system with wind baffle: 0°F - 115°F.
- Refer to wind baffle documentation for further information.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):
- System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

SEACOAST PROTECTION (TRU*A0*******BA MODELS)
- External Outer Panel: Phosphate coating + Acrylic-Enamel coating
- Fan Motor Support: Epoxy resin coating (at edge face)
- Separator Assembly Valve Bed: Epoxy resin coating (at edge face)
- Blue Fin treatment is an anti-corrosion treatment that is applied to the condenser coil to protect it against airborne contaminants.

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SPECIFICATIONS: TPKA0A0241KA70A & TRUZA0241HA70(N/B)A

Outdoor Unit	MCA	A	19.0
	MOCP	A	26
	Fan Motor Full Load Amperage	A	0.4
	Fan Motor Output	W	86
	Airflow Rate	CFM	1940/1940
	Refrigerant Control		LEV
	Defrost Method		Reverse Cycle
	Coating on Heat Exchanger		Blue Fin Coating (BS Model only)
	Sound Pressure Level, Cooling[1]	dB(A)	47
	Sound Pressure Level, Heating[2]	dB(A)	48
	Compressor Type		INVERTER-driven twin rotary
	Compressor Model		SNB172FWHM1
	Compressor Rated Load Amps	A	7
	Compressor Locked Rotor Amps	A	11.0
	Compressor Oil Type // Charge	oz.	FV50S // 23
	External Finish Color		Ivory Munsell 3Y 7.8/1.1
	Base Pan Heater		N/A
	Unit Dimensions	W x D x H: In. [mm]	37-13/32 x 13 (+1-3/16) x 37-1/8 [950 x 330 (+30) x 943]
	Package Dimensions	W x D x H: In. [mm]	40-15/16 x 17-11/16 x 40-11/16 [1040 x 450 x 1033]
	Unit Weight	Lbs. [kg]	153 [69]
	Package Weight	Lbs. [kg]	179 [81]
Outdoor Unit Operating Temperature Range	Cooling Air Temp [Maximum / Minimum]*	°F	115 DB / 0 DB
	Heating Air Temp [Maximum / Minimum]	°F	70 DB, 59 WB / -4 DB, -4 WB
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-8 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	7, 11.0
	Chargeless Piping Length	Ft. [m]	70.0 [20.0]
	Additional Refrigerant Charge Per Additional Piping Length	oz./Ft. [g/m]	0.7 [50]
Piping	Gas Pipe Size O.D. [Flared]	In.[mm]	5/8 [15.88]
	Liquid Pipe Size O.D. [Flared]	In.[mm]	3/8 [9.52]
	Maximum Piping Length	Ft. [m]	165 [50]
	Maximum Height Difference	Ft. [m]	100 [30]
	Maximum Number of Bends		15

NOTES:

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)	[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
	[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
	[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB
Conditions	[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
	[5]Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB
	[6]Heating at -5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -5 DB, -6 WB
	[7]Heating at -13°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -13 DB, -14 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
- Wind baffles required to operate below 23°F DB in cooling mode.
- Heat pump system with wind baffle: 0°F - 115°F.
- Refer to wind baffle documentation for further information.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):
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INDOOR UNIT ACCESSORIES: TPKA0A0241KA70A

Control Interface	3-Pin Connector	☐ PAC-715AD
	BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ TAC-WHS01HC-E
	Lockdown bracket for remote controller	☐ RCMKP1CB
	Thermostat Interface	☐ PAC-US444CN-1
	USNAP Adapter	☐ PAC-WHS01UP-E
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Flush Mount Temperature Sensor	☐ PAC-USSEN001-FM-1
	Remote Temperature Sensor	☐ PAC-SE41TS-E
	Wireless temperature and humitity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ TAR-40MAAU
	Simple MA Remote Controller†	☐ TAC-YT53CRAU-J
	Touch MA Controller†	☐ TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Wireless MA Controller	☐ PAR-SR32MA-E
	Wireless MA Remote Controller	☐ TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
	Drain Pan Level Sensor/Control	☐ SS610E
	Sauermann Condensate Pump	☐ SI30-230
Disconnect Switch	(30A/600V/UL) [fits 2” X 4” utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2” X 4” utility box] - White	☐ TAZ-MS303W
Lineset	10’ x 3/8” x 10’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-10
	100’ x 3/8” x 100’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-100
	15’ x 3/8” x 15’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-15
	30’ x 3/8” x 30’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-30
	50’ x 3/8” x 50’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-50
	65’ x 3/8” x 65’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-65

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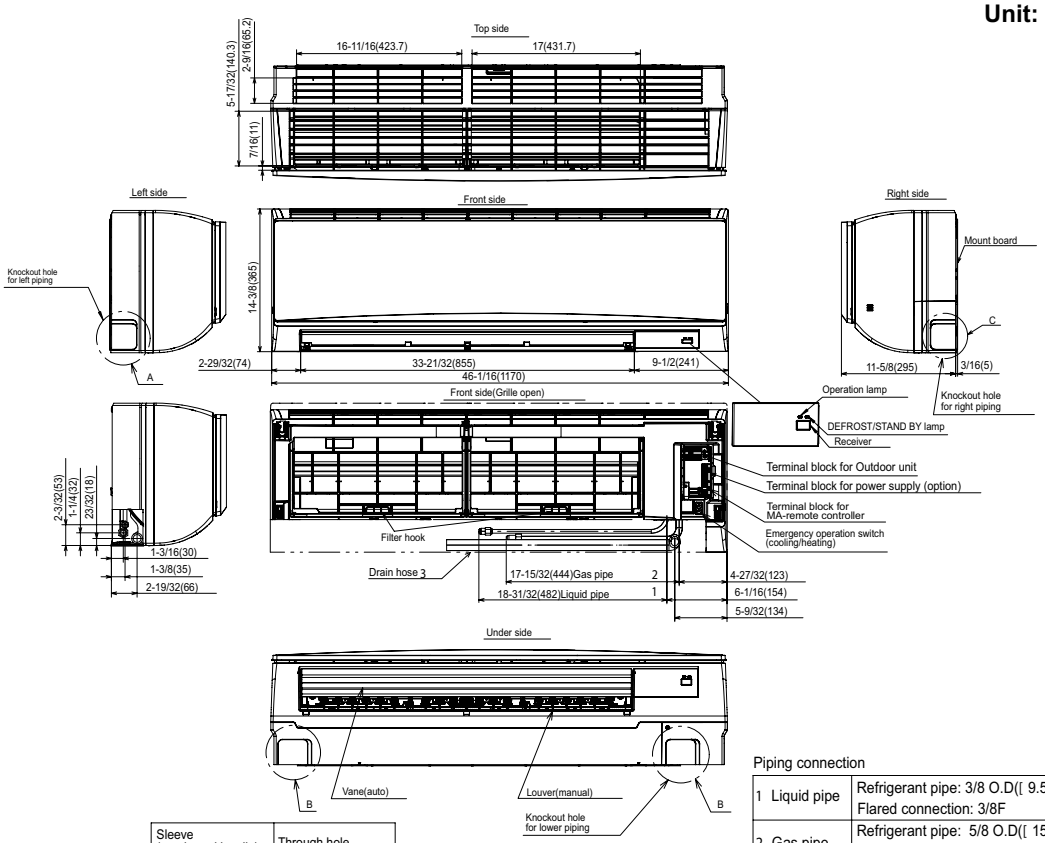
OUTDOOR UNIT ACCESSORIES: TRUZA0241HA70(N/B)A

Air Outlet Guide	Air Outlet Guide (1 Piece)	☐ PAC-ADG059AA-E
Centralized Drain Pan	Centralized Drain Pan	☐ PAC-SG63DP-E
	Drain Pan	☐ PAC-SG64DP-E
Control/Service Tool	Control/Service Tool	☐ PAC-SK52ST
	M- & P-Series Maintenance Tool Cable Set	☐ M21EC0397
	USB/UART Conversion Cable (Required for all laptop connection)	☐ M21EC1397
Distribution pipe	Twinning Distribution Pipe (50:50)††	☐ MSDD-50TR-E
Drain Socket	Drain Socket	☐ PAC-SG61DS-E
Hail Guards	Hail Guard	☐ HG-A6
M-NET Converter	M-NET Converter	☐ PAC-SJ85MA-E
	M-NET Converter	☐ PAC-SJ95MA-E
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S164-50
Mounting Pad	Condensing Unit Mounting Pad: 24” x 42” x 3”	☐ ULTRILITE2
Stand	18” Single Fan Stand	☐ QSMS1801M
	24” Single Fan Stand	☐ QSMS2401M
	Condenser Wall Bracket	☐ QSWB2000M-1
	Condenser Wall Bracket -Stainless Steel Finish	☐ QSWBSS
	Outdoor Unit Stand — 12” High	☐ QSMS1201M
Wind Baffle	Front Wind Baffle	☐ WB-PA5
	Rear Wind Baffle	☐ WB-RE5
	Side Advanced Wind Baffle	☐ WB-SD5

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INDOOR UNIT DIMENSIONS: TPKA0A0241KA70A

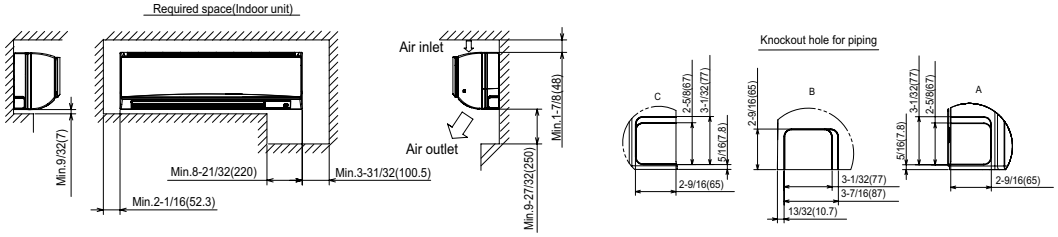
Unit: inch (mm)

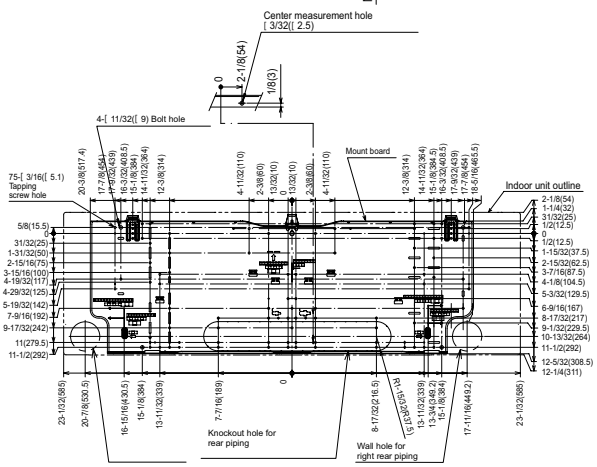


Sleeve (purchased locally)	Through hole
[2-15/16 ([75)	[2-15/16~[3-5/32 ([75~[80)

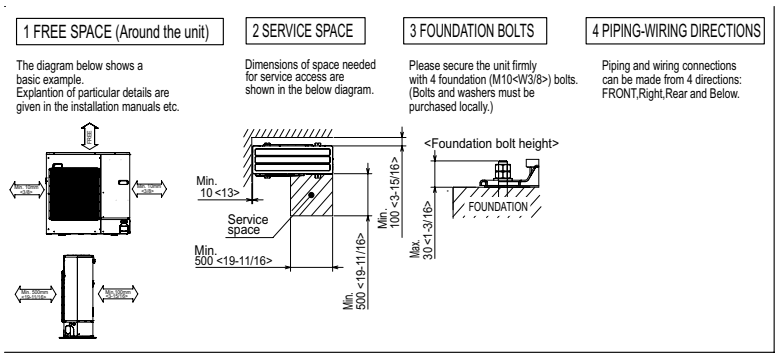
Piping connection

1 Liquid pipe	Refrigerant pipe: 3/8 O.D([9.52) Flared connection: 3/8F
2 Gas pipe	Refrigerant pipe: 5/8 O.D([15.88) Flared connection: 5/8F
3 Drain hose	5/8([16) O.D Effective length: 23-1/32 (585)

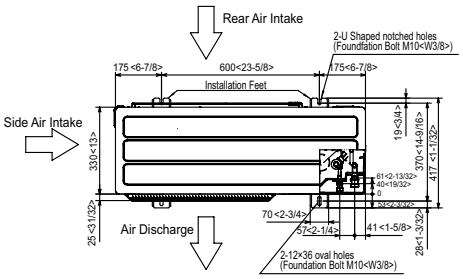




OUTDOOR UNIT DIMENSIONS: TRUZA0241HA70(N/B)A

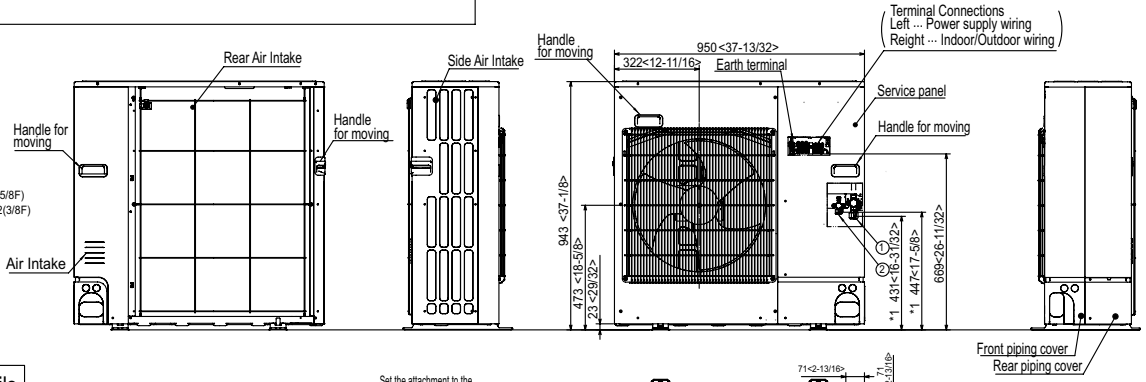


Unit: mm<in>

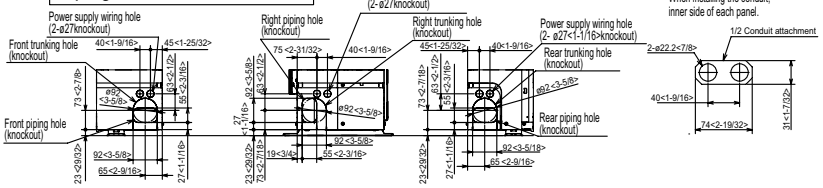


Example of Notes

① ··· Refrigerant GAS pipe connection (FLARE) ø15.88(5/8F)
② ··· Refrigerant LIQUID pipe connection (FLARE) ø 9.52(3/8F)
*1··· Indication of STOP VALVE connection location.



Piping knockout Hole Details



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TPLA0A0241EA70B & TRUZA0241HA70(N/B)A
24,000 BTU/H 3' X 3' CEILING CASSETTE
24,000 BTU/H HEAT PUMP UNIVERSAL OUTDOOR

Job Name:

System Reference: Date:





Indoor Unit TPLA0A0241EA70B

Outdoor Unit

- ☐ Standard Model TRUZA0241HA70NA
- ☐ Seacoast Model TRUZA0241HA70BA

INDOOR UNIT FEATURES

- Space-efficient ductless installation
- Equipped with 3D i-see Sensor® for enhanced comfort and energy efficiency
- Airflow settings for high and low ceiling applications
- Individual vane settings for direct/indirect airflow control or variable airflow patterns
- Knockouts for outside-air intake and branch-duct run
- Filter indicator signal
- Easy-to-clean, washable filter (optional high-efficiency filter available - requires multi-function casement)
- Built-in condensate lift mechanism
- Ideal for retail shops, classrooms, office spaces, conference centers, building lobbies, and more
- Multiple control options available:
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers

OUTDOOR UNIT FEATURES

- Variable speed INVERTER-driven compressor
- Power receiver pre-charged with refrigerant volume for piping length up to 70 ft
- Low ambient cooling down to 0°F providing 100% capacity
- 24-hour continuous operation (cooling mode)
- High pressure protection
- Fast restart
- Superior energy and operational efficiency

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SPECIFICATIONS: TPLA0A0241EA70B & TRUZA0241HA70(N/B)A

Cooling at 95°F[1]	Maximum Capacity	BTU/H	24,000
	Rated Capacity	BTU/H	24,000
	Minimum Capacity	BTU/H	10,000
	Maximum Power Input	W	1,670
	Rated Power Input	W	1,670
	Moisture Removal	Pints/h	3.0
	Sensible Heat Factor		0.86
	Power Factor	%	94.3/94.3
Heating at 47°F[2]	Maximum Capacity	BTU/H	29,000
	Rated Capacity	BTU/H	26,000
	Minimum Capacity	BTU/H	9,000
	Maximum Power Input	W	2,070
	Rated Power Input	W	1,750
	Power Factor	%	95.1/95.1
Heating at 17°F[3]	Maximum Capacity	BTU/H	17,400
	Rated Capacity	BTU/H	14,900
	Maximum Power Input	W	1,670
	Rated Power Input	W	1,600
Heating at 5°F[4]	Maximum Capacity	BTU/H	13,000
	Maximum Power Input	W	1,400
Efficiency	SEER		24.2
	EER[1]		14.3
	HSPF [IV]		11.2
	COP at 47°F[2]		4.35
	COP at 17°F at Maximum Capacity[3]		3.06
	COP at 5°F at Maximum Capacity[4]		2.72
	ENERGY STAR® Certified		Yes
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	198 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
	Recommended Fuse/Breaker Size (Oudoor)	A	25
	Recommended Wire Size [Indoor - Outdoor]	AWG	14
	Power Supply		Indoor unit is powered by the outdoor unit
Indoor Unit	MCA	A	1.0
	Fan Motor Full Load Amperage	A	0.49
	Fan Motor Output	W	120
	Fan Motor Type		DC Motor
	Airflow Rate at Cooling, Dry	CFM	530–640–710–810
	Airflow Rate at Cooling, Wet	CFM	490–600–670–770
	Airflow Rate at Heating, Dry	CFM	530–640–710–810
	Sound Pressure Level [Cooling]	dB[A]	28–30–33–36
	Sound Pressure Level [Heating]	dB[A]	28–30–33–36
	Drain Pipe Size	In. [mm]	1-1/4 [32]
	Condensate Lift Mechanism, Maximum Distance	In. [mm]	33-7/16 [849]
	Coating on Heat Exchanger		—
	External Finish Color		White Munsell 6.4Y 8.9/0.4
	Unit Dimensions	W x D x H: In. [mm]	33-1/16 // 37-13/32 x 33-1/16 // 37-13/32 x 11-3/4 // 1-9/16 [840 // 950 x 840 // 950 x 298 // 40]
	Package Dimensions	W x D x H: In. [mm]	35-9/16 // 39-6/16 x 34-5/16 // 38-3/16 x 16-9/16 // 4-12/16 [903 // 1000 x 871 // 970 x 421 // 121]
	Unit Weight	Lbs. [kg]	56 // 11 [25 // 5]
	Package Weight	Lbs. [kg]	68 [31]
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp [Maximum / Minimum]*	°F	90 DB, 72 WB / 66 DB, 61 WB
	Heating Intake Air Temp [Maximum / Minimum]	°F	77 DB / 59 DB

NOTES:

AHRI Rated Conditions
(Rated data is determined at a fixed compressor speed)

[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB

Conditions

[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
[5]Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB
[6]Heating at -5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -5 DB, -6 WB
[7]Heating at -13°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -13 DB, -14 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
- Wind baffles required to operate below 23°F DB in cooling mode.
- Heat pump system with wind baffle: 0°F - 115°F.
- Refer to wind baffle documentation for further information.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):
- System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

SEACOAST PROTECTION (TRU*A0*******BA MODELS)
- External Outer Panel: Phosphate coating + Acrylic-Enamel coating
- Fan Motor Support: Epoxy resin coating (at edge face)
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- Blue Fin treatment is an anti-corrosion treatment that is applied to the condenser coil to protect it against airborne contaminants.

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SPECIFICATIONS: TPLA0A0241EA70B & TRUZA0241HA70(N/B)A

Outdoor Unit	MCA	A	19.0
	MOCP	A	26
	Fan Motor Full Load Amperage	A	0.4
	Fan Motor Output	W	86
	Airflow Rate	CFM	1940/1940
	Refrigerant Control		LEV
	Defrost Method		Reverse Cycle
	Coating on Heat Exchanger		Blue Fin Coating (BS Model only)
	Sound Pressure Level, Cooling[1]	dB(A)	47
	Sound Pressure Level, Heating[2]	dB(A)	48
	Compressor Type		INVERTER-driven twin rotary
	Compressor Model		SNB172FWHM1
	Compressor Rated Load Amps	A	7
	Compressor Locked Rotor Amps	A	11.0
	Compressor Oil Type // Charge	oz.	FV50S // 23
	External Finish Color		Ivory Munsell 3Y 7.8/1.1
	Base Pan Heater		N/A
	Unit Dimensions	W x D x H: In. [mm]	37-13/32 x 13 (+1-3/16) x 37-1/8 [950 x 330 (+30) x 943]
	Package Dimensions	W x D x H: In. [mm]	40-15/16 x 17-11/16 x 40-11/16 [1040 x 450 x 1033]
	Unit Weight	Lbs. [kg]	153 [69]
	Package Weight	Lbs. [kg]	179 [81]
Outdoor Unit Operating Temperature Range	Cooling Air Temp [Maximum / Minimum]*	°F	115 DB / 0 DB
	Heating Air Temp [Maximum / Minimum]	°F	70 DB, 59 WB / -4 DB, -4 WB
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-8 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	7, 11.0
	Chargeless Piping Length	Ft. [m]	70.0 [20.0]
	Additional Refrigerant Charge Per Additional Piping Length	oz./Ft. [g/m]	0.7 [50]
Piping	Gas Pipe Size O.D. [Flared]	In.[mm]	5/8 [15.88]
	Liquid Pipe Size O.D. [Flared]	In.[mm]	3/8 [9.52]
	Maximum Piping Length	Ft. [m]	165 [50]
	Maximum Height Difference	Ft. [m]	100 [30]
	Maximum Number of Bends		15

NOTES:

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)

[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB

Conditions

[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
[5]Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB
[6]Heating at -5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -5 DB, -6 WB
[7]Heating at -13°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -13 DB, -14 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
- Wind baffles required to operate below 23°F DB in cooling mode.
- Heat pump system with wind baffle: 0°F - 115°F.
- Refer to wind baffle documentation for further information.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):
- System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

SEACOAST PROTECTION (TRU*A0*******BA MODELS)
- External Outer Panel: Phosphate coating + Acrylic-Enamel coating
- Fan Motor Support: Epoxy resin coating (at edge face)
- Separator Assembly Valve Bed: Epoxy resin coating (at edge face)
- Blue Fin treatment is an anti-corrosion treatment that is applied to the condenser coil to protect it against airborne contaminants.

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INDOOR UNIT ACCESSORIES: TPLA0A0241EA70B

Control Interface	3-Pin Connector	☐ PAC-715AD
	BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	CN24 Relay Kit	☐ CN24RELAY-KIT-CM3
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ TAC-WHS01HC-E
	Lockdown bracket for remote controller	☐ RCMKP1CB
	Remote Operation Adapter‡	☐ PAC-SF40RM-E
	Thermostat Interface	☐ PAC-US444CN-1
	USNAP Adapter	☐ PAC-WHS01UP-E
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Flush Mount Temperature Sensor	☐ PAC-USSEN001-FM-1
	Remote Temperature Sensor	☐ PAC-SE41TS-E
	Wireless temperature and humitity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ TAR-40MAAU
	Simple MA Remote Controller†	☐ TAC-YT53CRAU-J
	Touch MA Controller†	☐ TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Wireless Remote Contoller	☐ PAR-SL100A-E
	Wireless Remote Contoller	☐ PAR-SL101A-E
	Wireless Signal Receiver Panel	☐ PAR-SR4LU-E
Casement	Multi-function Casement	☐ PAC-SJ41TM-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
Disconnect Switch	(30A/600V/UL) [fits 2” X 4” utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2” X 4” utility box] - White	☐ TAZ-MS303W
Filter	High Efficiency Filter Element	☐ PAC-SH59KF-E
i-see Sensor® Panel	Grille with 3D i-see Sensor® (required)	☑ TLP-41EAEU
Lineset	10’ x 3/8” x 10’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-10
	100’ x 3/8” x 100’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-100
	15’ x 3/8” x 15’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-15
	30’ x 3/8” x 30’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-30
	50’ x 3/8” x 50’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-50
	65’ x 3/8” x 65’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-65
Shutter Plate	Shutter Plate	☐ PAC-SJ37SP-E
Space Panel	Architectural Surround for Ceiling Recessed Units	☐ PLFY-ITP1
	Space Panel	☐ PAC-SJ38AS-E

NOTES:
‡PAC-SF40RM-E (Unable to use with wireless remote controller)

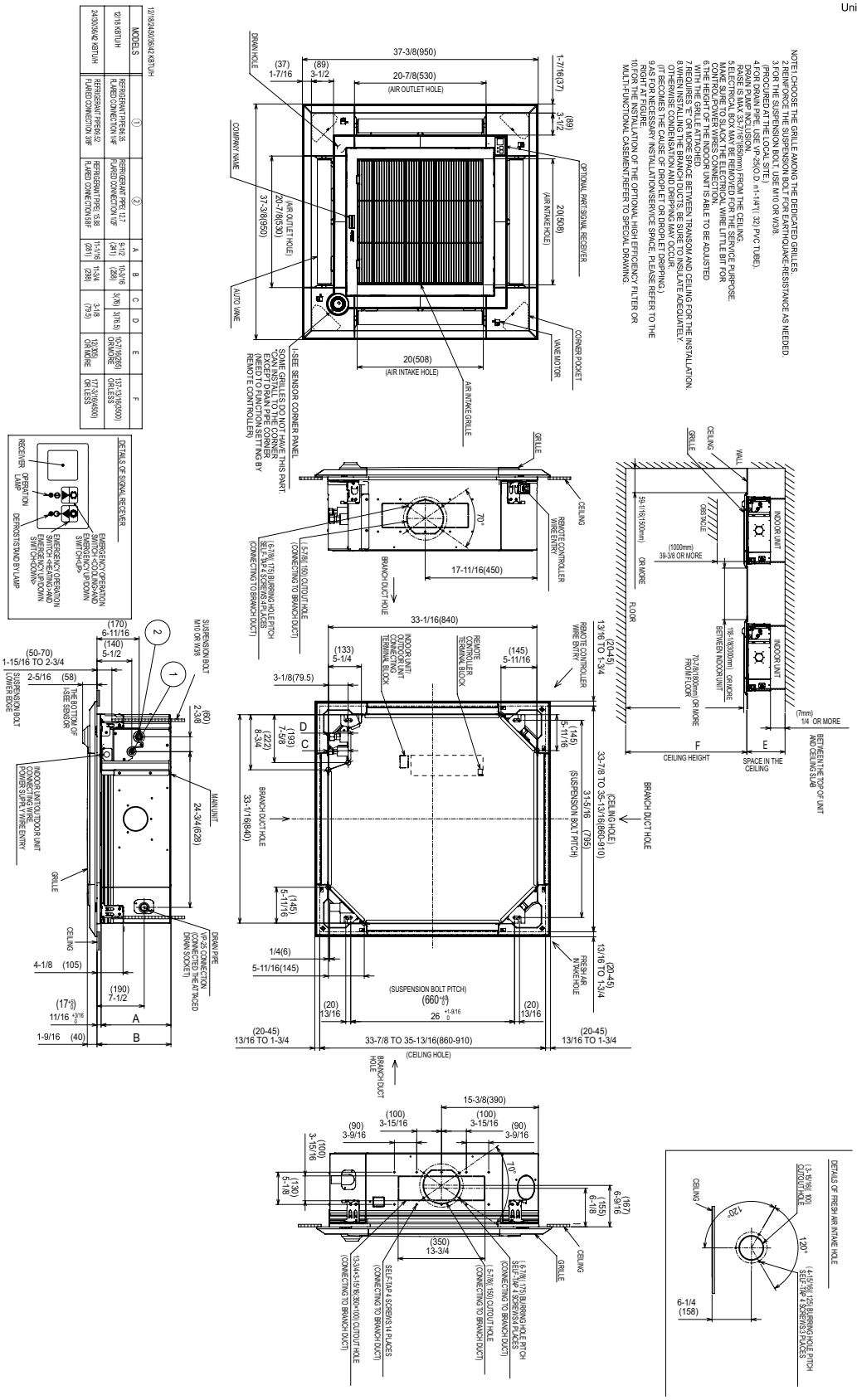
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OUTDOOR UNIT ACCESSORIES: TRUZA0241HA70(N/B)A

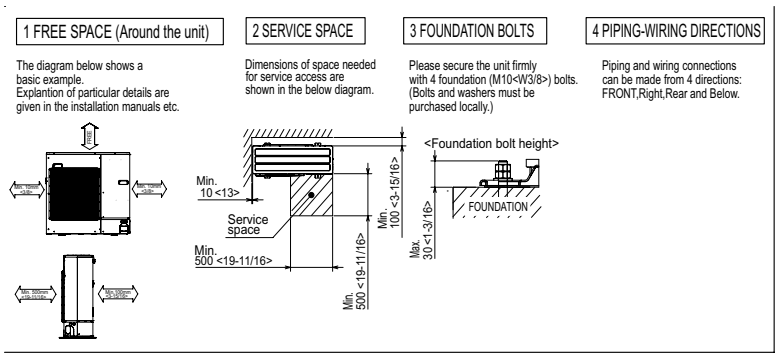
Air Outlet Guide	Air Outlet Guide (1 Piece)	☐ PAC-ADG059AA-E
Centralized Drain Pan	Centralized Drain Pan	☐ PAC-SG63DP-E
	Drain Pan	☐ PAC-SG64DP-E
Control/Service Tool	Control/Service Tool	☐ PAC-SK52ST
	M- & P-Series Maintenance Tool Cable Set	☐ M21EC0397
	USB/UART Conversion Cable (Required for all laptop connection)	☐ M21EC1397
Distribution pipe	Twinning Distribution Pipe (50:50)††	☐ MSDD-50TR-E
Drain Socket	Drain Socket	☐ PAC-SG61DS-E
Hail Guards	Hail Guard	☐ HG-A6
M-NET Converter	M-NET Converter	☐ PAC-SJ85MA-E
	M-NET Converter	☐ PAC-SJ95MA-E
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S164-50
Mounting Pad	Condensing Unit Mounting Pad: 24” x 42” x 3”	☐ ULTRILITE2
Stand	18” Single Fan Stand	☐ QSMS1801M
	24” Single Fan Stand	☐ QSMS2401M
	Condenser Wall Bracket -Stainless Steel Finish	☐ QSWBSS
	Designed for M-Series, S-Series, P-Series and CITY MULTI® PUMY Outdoor Units	☐ QSWB2000M-1
	Outdoor Unit Stand — 12” High	☐ QSMS1201M
Wind Baffle	Front Wind Baffle	☐ WB-PA5
	Rear Wind Baffle	☐ WB-RE5
	Side Advanced Wind Baffle	☐ WB-SD5

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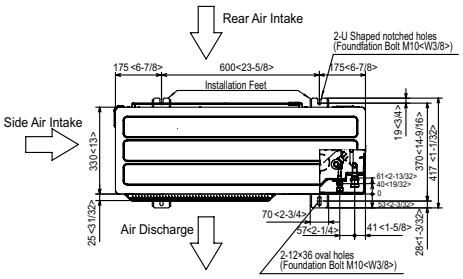
INDOOR UNIT DIMENSIONS: TPLA0A0241EA70B



OUTDOOR UNIT DIMENSIONS: TRUZA0241HA70(N/B)A

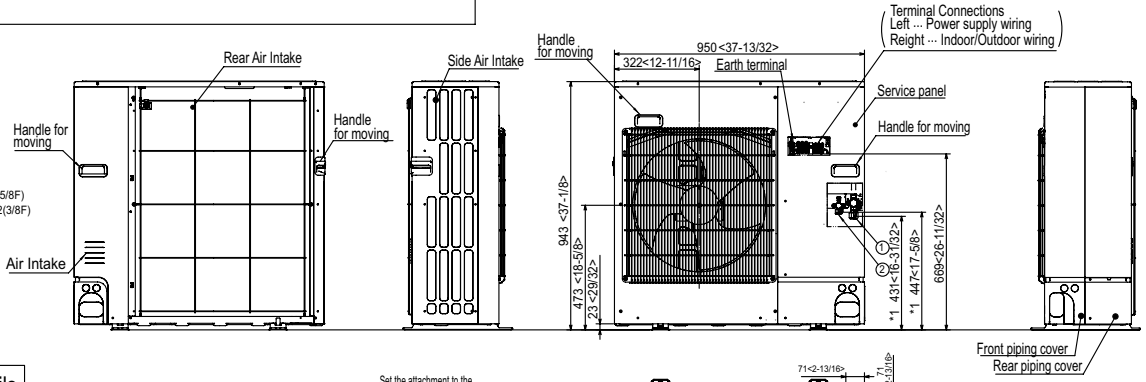


Unit: mm<in>

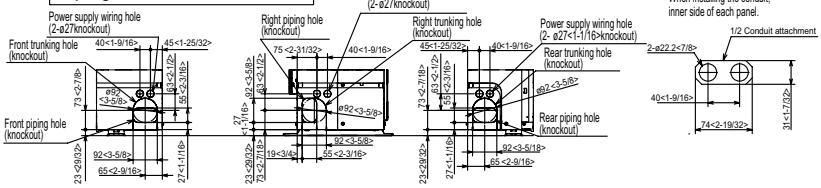


Example of Notes

① ··· Refrigerant GAS pipe connection (FLARE) ø15.88(5/8F)
② ··· Refrigerant LIQUID pipe connection (FLARE) ø 9.52(3/8F)
*1··· Indication of STOP VALVE connection location.



Piping knockout Hole Details



FORM# TPLA0A0241EA70B & TRUZA0241HA70(N/B)A
- 202110

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Job Name:	
System Reference:	Date:



GENERAL FEATURES

- Dual set point functionality
- Compact, lightweight, shiny-white, flat-panel design
- Quiet operation
- Multiple fan-speed settings
- Intake grille filter is easily removed for cleaning
- Wireless receiver on board

OPTIONS

□ Condensate Pump……SI1730-230
□ CN24 Relay Kit……CN24RELAY-KIT-CM3

SPECIFICATIONS

Capacity*
Cooling……30,000 Btu/h
Heating……34,000 Btu/h

Power
Power Source……208 / 230V, 1-phase, 60Hz
Power Consumption
Cooling……0.07 kW
Heating……0.07 kW
Current
Cooling……0.50 A
Heating……0.50 A
Minimum Circuit Ampacity (MCA)……0.63 A
Maximum Overcurrent Protection (MOCP) Fuse……15 A

ExternalFinish……MunsellNo.1.0Y9.2/0.2

External Dimensions
Inches……14-3/8 H x 46-1/16 W x 11-5/8 D
mm……365 H x 1,170 W x 295 D

Net Weight
Unit……46 lbs. / 21 kg

Coil Type……Cross Fin
(Aluminum Plate Fin and Copper Tube)

Fan
Type x Quantity……Line Flow Fan x 1
Airflow Rate (Low-High)……710 - 920 CFM
Motor Type……Direct-drive DC Motor

Air Filter……Polypropylene Honeycomb

Refrigerant Piping Dimensions
Liquid (High Pressure)……3/8" / 9.52 mm (Flare)
Gas (Low Pressure)……5/8" / 15.88 mm (Flare)

Drainpipe Dimension……I.D. 5/8" / 16 mm

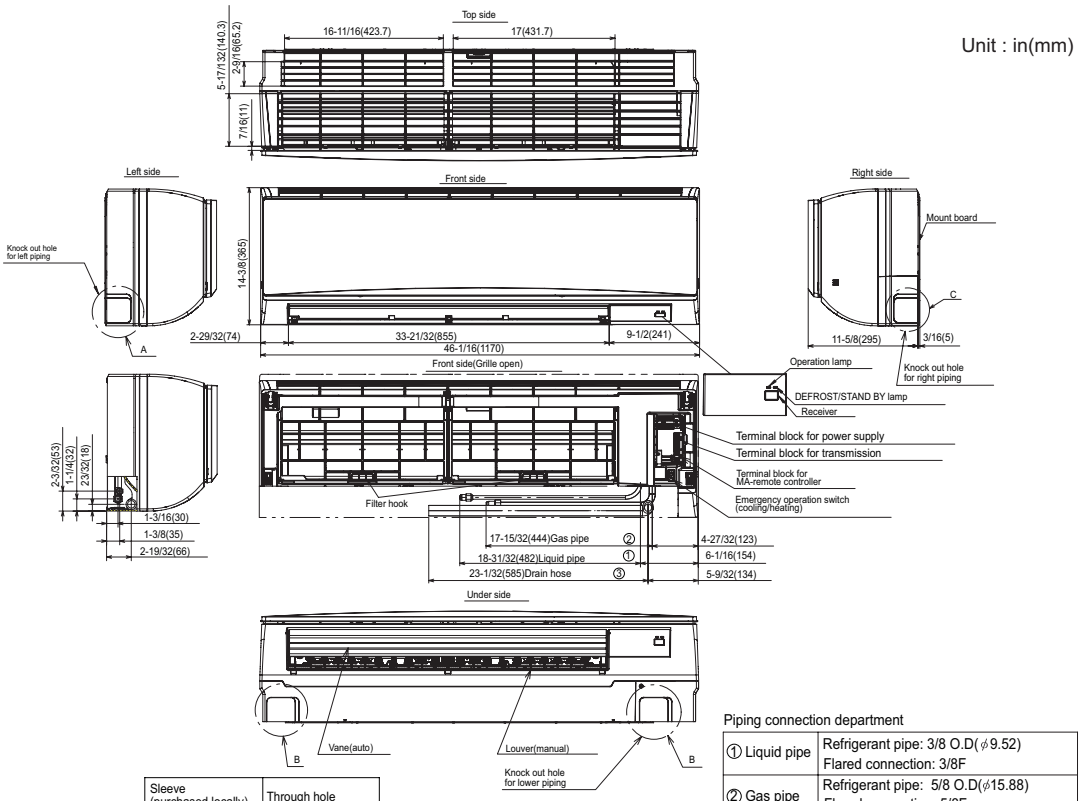
Sound Pressure Levels
Low-High……43 - 49 dB(A)

* Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:
Cooling | Indoor: 80° F (27° C) DB / 67° F (19° C) WB, Outdoor 95° F (35° C) DB
Heating | Indoor: 70° F (21° C) DB, Outdoor 47° F (8° C) DB / 43° F (6° C) WB

Notes:

Model: TPKFYP030KM142A – DIMENSIONS

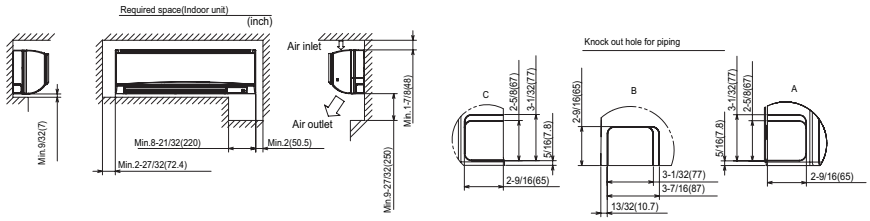
Unit : in(mm)

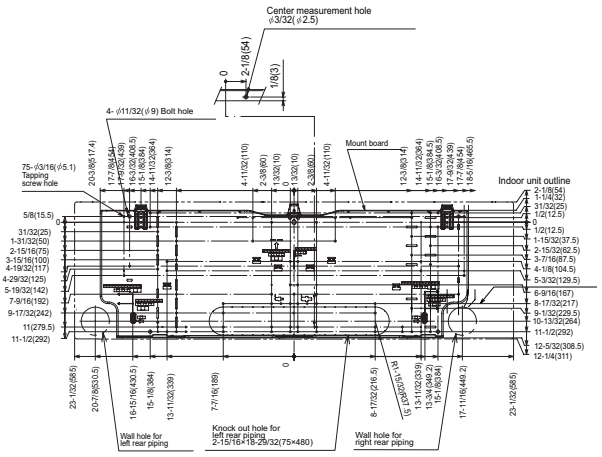


Sleeve (purchased locally)	Through hole
ϕ2-15/16 (ϕ75)	ϕ2-15/16~ϕ3-5/32 (ϕ75~ϕ80)

Piping connection department

① Liquid pipe	Refrigerant pipe: 3/8 O.D(ϕ9.52) Flared connection: 3/8F
② Gas pipe	Refrigerant pipe: 5/8 O.D(ϕ15.88) Flared connection: 5/8F
③ Drain hose	5/8(ϕ16) I.D





Specifications are subject to change without notice.

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TPKA0A0361KA70A & TRUZA0361KA70(N/B)A
36,000 BTU/H WALL-MOUNTED INDOOR UNIT
36,000 BTU/H HEAT PUMP UNIVERSAL OUTDOOR

Job Name:

System Reference: Date:



Indoor Unit TPKA0A0361KA70A

Outdoor Unit
- ☐ Standard Model TRUZA0361KA70NA
- ☐ Seacoast Model TRUZA0361KA70BA

INDOOR UNIT FEATURES
- Sleek, compact design
- Simple installation
- Vane setting for air flow direction control
- Auto fan speed mode
- Ideal for spaces such as server rooms, daycare centers, classrooms, churches, small offices, and more
- Multiple control options available:
  - kumo cloud® smart device app for remote access
  - Third-party interface options
  - Wired or wireless controllers

OUTDOOR UNIT FEATURES
- Variable speed INVERTER-driven compressor
- Power receiver pre-charged with refrigerant volume for piping length up to 100 ft
- Low ambient cooling down to 0°F providing 100% capacity
- 24-hour continuous operation (cooling mode)
- High pressure protection
- Fast restart
- Superior energy and operational efficiency

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SPECIFICATIONS: TPKA0A0361KA70A & TRUZA0361KA70(N/B)A

Cooling at 95°F[1]	Maximum Capacity	BTU/H	36,000
	Rated Capacity	BTU/H	36,000
	Minimum Capacity	BTU/H	16,000
	Maximum Power Input	W	3,330
	Rated Power Input	W	3,330
	Moisture Removal	Pints/h	9.7
	Sensible Heat Factor		0.70
	Power Factor	%	96.5/96.5
Heating at 47°F[2]	Maximum Capacity	BTU/H	40,000
	Rated Capacity	BTU/H	38,000
	Minimum Capacity	BTU/H	18,200
	Maximum Power Input	W	3,700
	Rated Power Input	W	2,460
	Power Factor	%	610.0/610.0
Heating at 17°F[3]	Maximum Capacity	BTU/H	25,900
	Rated Capacity	BTU/H	22,400
	Maximum Power Input	W	2,670
	Rated Power Input	W	2,610
Efficiency	SEER		18.8
	EER[1]		10.8
	HSPF [IV]		9.2
	COP at 47°F[2]		4.52
	COP at 17°F at Maximum Capacity[3]		2.85
	ENERGY STAR® Certified		No
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	198 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
	Recommended Fuse/Breaker Size (Oudoor)	A	30
	Recommended Wire Size [Indoor - Outdoor]	AWG	14
	Power Supply		Indoor unit is powered by the outdoor unit
Indoor Unit	MCA	A	1.0
	Fan Motor Full Load Amperage	A	0.57
	Fan Motor Output	W	56
	Fan Motor Type		DC Motor
	Airflow Rate at Cooling, Dry	CFM	705–810–920
	Airflow Rate at Cooling, Wet	CFM	635–730–830
	Airflow Rate at Heating, Dry	CFM	705–810–920
	Sound Pressure Level [Cooling]	dB[A]	43–46–49
	Sound Pressure Level [Heating]	dB[A]	43–46–49
	Drain Pipe Size	In. [mm]	5/8 [16]
	Coating on Heat Exchanger		—
	External Finish Color		White Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W x D x H: In. [mm]	46-1/16 x 11-5/8 x 14-3/8 [1170 x 295 x 365]
	Package Dimensions	W x D x H: In. [mm]	51 x 14-1/4 x 18-1/2 [1295 x 362 x 470]
	Unit Weight	Lbs. [kg]	46 [21]
	Package Weight	Lbs. [kg]	53 [24]
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp [Maximum / Minimum]*	°F	90 DB, 72 WB / 66 DB, 61 WB
	Heating Intake Air Temp [Maximum / Minimum]	°F	77 DB / 59 DB

NOTES:

AHRI Rated Conditions
(Rated data is determined at a fixed compressor speed)

[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB

Conditions

[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
[5]Heating at -4°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -4 DB, -5 WB
[6]Heating at -5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -5 DB, -6 WB
[7]Heating at -13°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -13 DB, -14 WB

*Outdoor Unit Operating Temperature Range (Cooling Air Temp (Maximum / Minimum)):
- Wind baffles required to operate below 23°F DB in cooling mode.
- Heat pump system with wind baffle: 0°F - 115°F.
- Refer to wind baffle documentation for further information.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):
- System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

SEACOAST PROTECTION (TRU*A0*******BA MODELS)
- External Outer Panel: Phosphate coating + Acrylic-Enamel coating
- Fan Motor Support: Epoxy resin coating (at edge face)
- Separator Assembly Valve Bed: Epoxy resin coating (at edge face)
- Blue Fin treatment is an anti-corrosion treatment that is applied to the condenser coil to protect it against airborne contaminants.

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SPECIFICATIONS: TPKA0A0361KA70A & TRUZA0361KA70(N/B)A

Outdoor Unit	MCA	A	25.0
	MOCP	A	31
	Fan Motor Full Load Amperage	A	0.5 + 0.5
	Fan Motor Output	W	74
	Airflow Rate	CFM	3880/3880
	Refrigerant Control		LEV
	Defrost Method		Reverse Cycle
	Coating on Heat Exchanger		Blue Fin Coating (BS Model only)
	Sound Pressure Level, Cooling[1]	dB(A)	52
	Sound Pressure Level, Heating[2]	dB(A)	53
	Compressor Type		INVERTER-driven twin rotary
	Compressor Model		MNB33FBRMC-L
	Compressor Rated Load Amps	A	8
	Compressor Locked Rotor Amps	A	13.0
	Compressor Oil Type // Charge	oz.	FV50S // 45
	External Finish Color		Ivory Munsell 3Y 7.8/1.1
	Base Pan Heater		N/A
	Unit Dimensions	W x D x H: In. [mm]	41-5/16 x 13 (+1-3/16) x 52-11/16 [1050 x 330 (+30) x 1338]
	Package Dimensions	W x D x H: In. [mm]	42-15/16 x 17-11/16 x 56-4/16 [1091 x 450 x 1429]
	Unit Weight	Lbs. [kg]	214 [97]
	Package Weight	Lbs. [kg]	245 [111]
Outdoor Unit Operating Temperature Range	Cooling Air Temp [Maximum / Minimum]*	°F	115 DB / 0 DB
	Heating Air Temp [Maximum / Minimum]	°F	70 DB, 59 WB / -4 DB, -4 WB
	Heating Thermal Lock-out / Re-start Temperatures**	°F	-8 / -4
Refrigerant	Type		R410A
	Charge	Lbs, oz	10, 6.0
	Chargeless Piping Length	Ft. [m]	0.0 [30.0]
	Additional Refrigerant Charge Per Additional Piping Length	oz./Ft. [g/m]	0.7 [50]
Piping	Gas Pipe Size O.D. [Flared]	In.[mm]	5/8 [15.88]
	Liquid Pipe Size O.D. [Flared]	In.[mm]	3/8 [9.52]
	Maximum Piping Length	Ft. [m]	165 [50]
	Maximum Height Difference	Ft. [m]	100 [30]
	Maximum Number of Bends		15

NOTES:

AHRI Rated Conditions (Rated data is determined at a fixed compressor speed)

[1]Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
[2]Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
[3]Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB

Conditions

[4]Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
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INDOOR UNIT ACCESSORIES: TPKA0A0361KA70A

Control Interface	3-Pin Connector	☐ PAC-715AD
	BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ TAC-WHS01HC-E
	Lockdown bracket for remote controller	☐ RCMKP1CB
	Thermostat Interface	☐ PAC-US444CN-1
	USNAP Adapter	☐ PAC-WHS01UP-E
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Flush Mount Temperature Sensor	☐ PAC-USSEN001-FM-1
	Remote Temperature Sensor	☐ PAC-SE41TS-E
	Wireless temperature and humitity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ TAR-40MAAU
	Simple MA Remote Controller†	☐ TAC-YT53CRAU-J
	Touch MA Controller†	☐ TAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Wireless MA Controller	☐ PAR-SR32MA-E
	Wireless MA Remote Controller	☐ TAR-FL32MA-E
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
	Drain Pan Level Sensor/Control	☐ SS610E
	Sauermann Condensate Pump	☐ SI30-230
Disconnect Switch	(30A/600V/UL) [fits 2” X 4” utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2” X 4” utility box] - White	☐ TAZ-MS303W
Lineset	10’ x 3/8” x 10’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-10
	100’ x 3/8” x 100’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-100
	15’ x 3/8” x 15’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-15
	30’ x 3/8” x 30’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-30
	50’ x 3/8” x 50’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-50
	65’ x 3/8” x 65’ x 5/8” Lineset (Twin-Tube Insulation)††	☐ MPLS385812T-65

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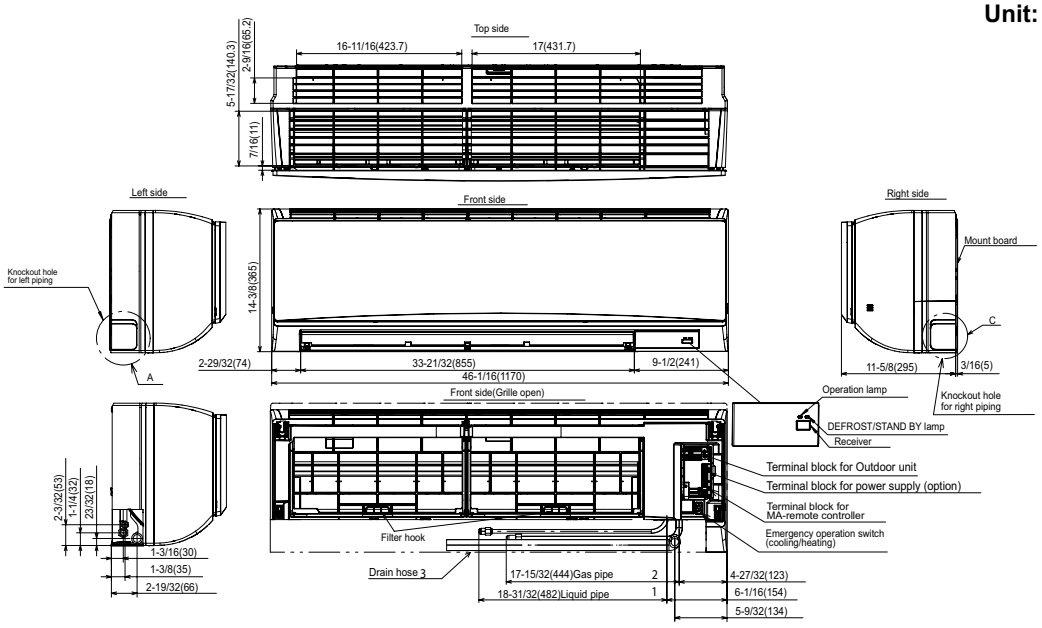
OUTDOOR UNIT ACCESSORIES: TRUZA0361KA70(N/B)A

Air Outlet Guide	Air Outlet Guide (1 Piece)	☐ PAC-ADG096AA-E (two pieces are required)
Control/Service Tool	Control/Service Tool	☐ PAC-SK52ST
	M- & P-Series Maintenance Tool Cable Set	☐ M21EC0397
	USB/UART Conversion Cable (Required for all laptop connection)	☐ M21EC1397
Distribution pipe	Twinning Distribution Pipe (50:50)††	☐ MSDD-50TR-E
Drain Socket	Drain Socket	☐ PAC-SG61DS-E
M-NET Converter	M-NET Converter	☐ PAC-SJ85MA-E
	M-NET Converter	☐ PAC-SJ95MA-E
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ S164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ S164-50
Mounting Pad	Condensing Unit Mounting Pad: 24” x 42” x 3”	☐ ULTRILITE2
Stand	18” Dual Fan Stand	☐ QSMS1802M
	24” Dual Fan Stand	☐ QSMS2402M
	Condenser Wall Bracket	☐ QSWB2000M-1
	Condenser Wall Bracket -Stainless Steel Finish	☐ QSWBSS
	Outdoor Unit Stand — 12” High	☐ QSMS1202M
Wind Baffle	Front Wind Baffle	☐ WB-PA3 (two pieces are required)
	Rear Wind Baffle	☐ WB-RE6
	Side Advanced Wind Baffle	☐ WB-SD6

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INDOOR UNIT DIMENSIONS: TPKA0A0361KA70A

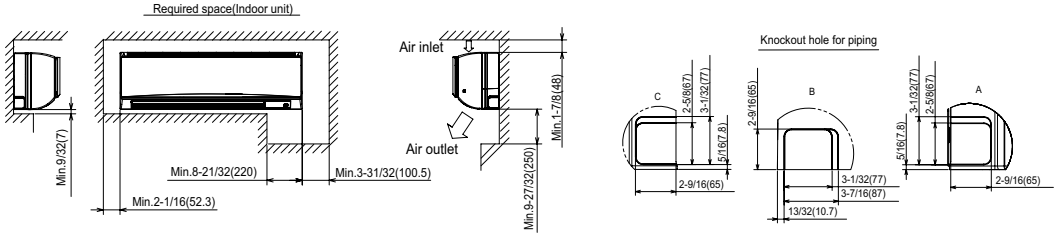
Unit: inch (mm)

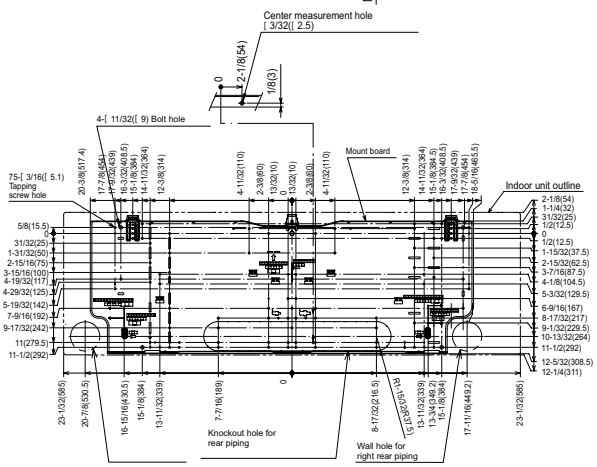


Sleeve (purchased locally)	Through hole
[2-15/16 ([75)	[2-15/16~[3-5/32 ([75~[80)

Piping connection

1 Liquid pipe	Refrigerant pipe: 3/8 O.D([9.52) Flared connection: 3/8F
2 Gas pipe	Refrigerant pipe: 5/8 O.D([15.88) Flared connection: 5/8F
3 Drain hose	5/8([16) O.D Effective length: 23-1/32 (585)

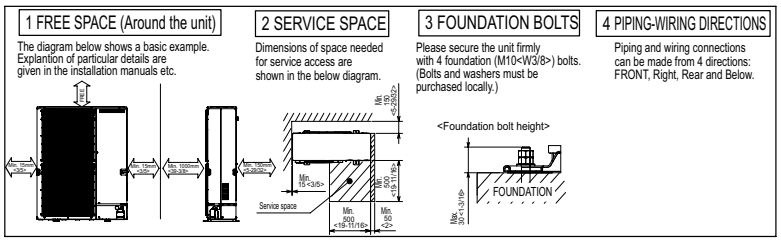


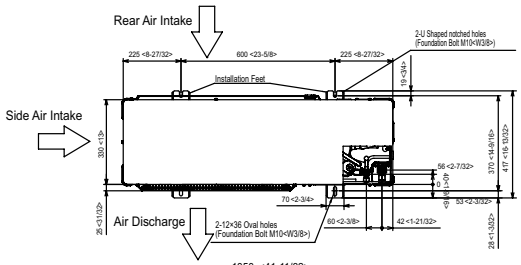


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OUTDOOR UNIT DIMENSIONS: TRUZA0361KA70(N/B)A

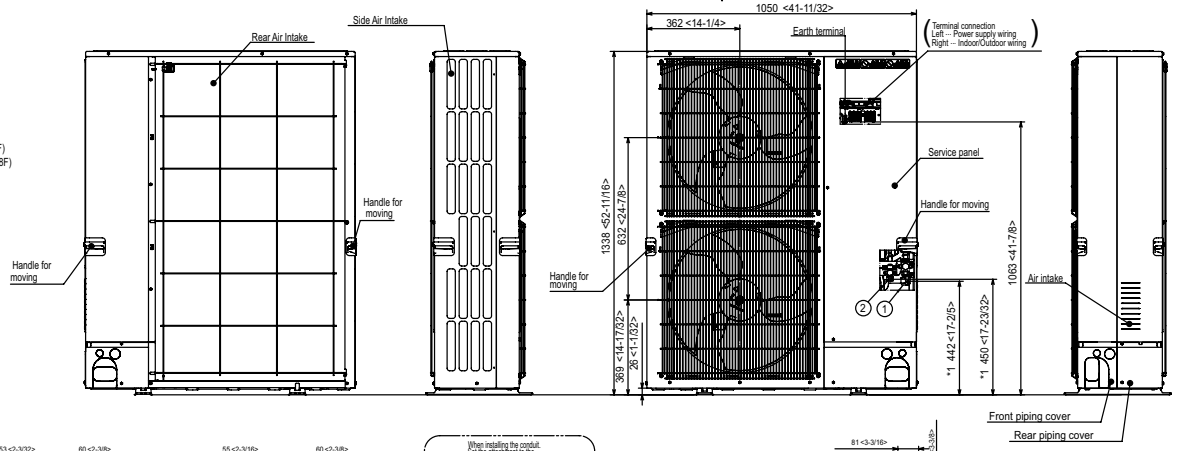
Unit: mm<in>



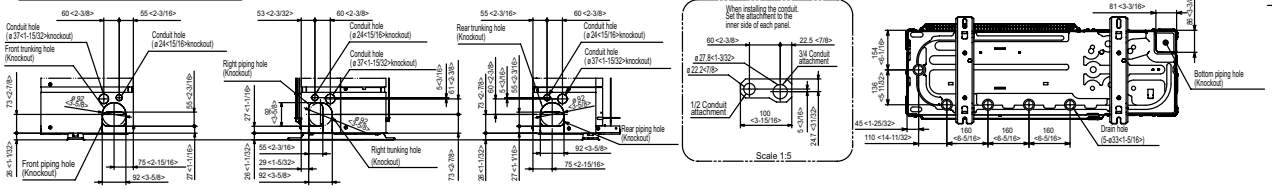


Example of Notes

① ··· Refrigerant GAS pipe connection (FLARE) ø15.88(5/8F)
② ··· Refrigerant LIQUID pipe connection (FLARE) ø9.52(3/8F)
*1 ··· Indication of STOP VALVE connection location.



Piping Knockout Hole Details



FORM# TPKA0A0361KA70A & TRUZA0361KA70(N/B)A - 202108

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Job Name:	
System Reference:	Date:



GENERAL FEATURES

- Square edge, sleek design
- 3D turbo fan enabling increased airflow
- Built-in 3D i-see Sensor®*
- Improved installation features*
- Occupancy detection*
- Energy saving features*
- Improved occupant comfort
- Four fan speed settings including auto-fan
- Corner pocket design for simplified installation
- Built-in condensate lift mechanism designed to provide up to 33-7/16" of lift
- Ventilation air intake supported

*3D i-See sensor® settings requires either: TAR-40MAA or TAR-CT01MAU-SB controller

ACCESSORIES

- □ Air Outlet Shutter Plate (3 pieces) (PAC-SJ37SP-E)
- □ High Efficiency Filter (PAC-SH59KF-E)**
- □ Multi Function Casement (PAC-SJ41TM-E)
- □ Wireless Signal Receiver (PAR-SR4LU-E)
- □ CN24 Relay Kit (CN24RELAY-KIT-CM3)
- □ Wireless Remote Controller (PAR-SL100A-E)
- □ Blue Diamond [Advanced] Mini Condensate Pump w/ Reservoir & Sensor [208/230V] (X87-721)
- □ Blue Diamond [MegaBlue Advanced] Condensate Pump w/ Reservoir & Sensor (X87-835)

*High efficiency filter requires use of multi-function casement: PAC-SJ41TM-E

SPECIFICATIONS

Capacity*		
Cooling	Btu/h	24,000
Heating	Btu/h	27,000

* Cooling / Heating capacity indicated at the maximum value at operation under the following conditions:
Cooling | Indoor: 80° F (26.7° C) DB / 67° F (19° C) WB; Outdoor 95° F (35° C) DB
Heating | Indoor: 70° F (21.1° C) DB; Outdoor 47° F (8.3° C) DB / 43° F (6° C) WB

Electrical		
Electrical Power Requirements	1-phase, 208 / 230V, 60Hz	
Minimum Circuit Ampacity (MCA)	A	0.54
Recommended Fuse Size	A	15

External Dimensions (H x W x D)		
Unit	In.(mm)	11-3/4 × 33-3/32 × 33-3/32 (298 × 840 × 840)
Grill (PLP-41EAEU)	In.(mm)	1-9/16 × 37-13/32 × 37-13/32 (40 × 950 × 950)

Net Weight		
Unit	Lbs (kg)	55 (25)
Grill (PLP-41EAEU)	Lbs (kg)	11 (5)

External Finish	
Unit	Galvanized steel sheet
Grill (PLP-41EAEU)	White - MUNSELL (6.4Y 8.9/0.4)

Coil Type	Cross fin

Fan		
Type x Quantity	Turbo fan x 1	
Airflow Rate (Low-Mid2-Mid1-High)	CFM	636 - 671 - 742 - 812
Motor Type	DC motor	
Motor Output	kW	0.12
Motor F.L.A.	A	0.43

Air Filter	PP honeycomb (long life filter, anti-bacterial type)

Refrigerant Piping Diameter		
Liquid (High Pressure)	In.(mm)	3/8 (9.52) Flare
Gas (Low Pressure)	In.(mm)	5/8 (15.88) Flare

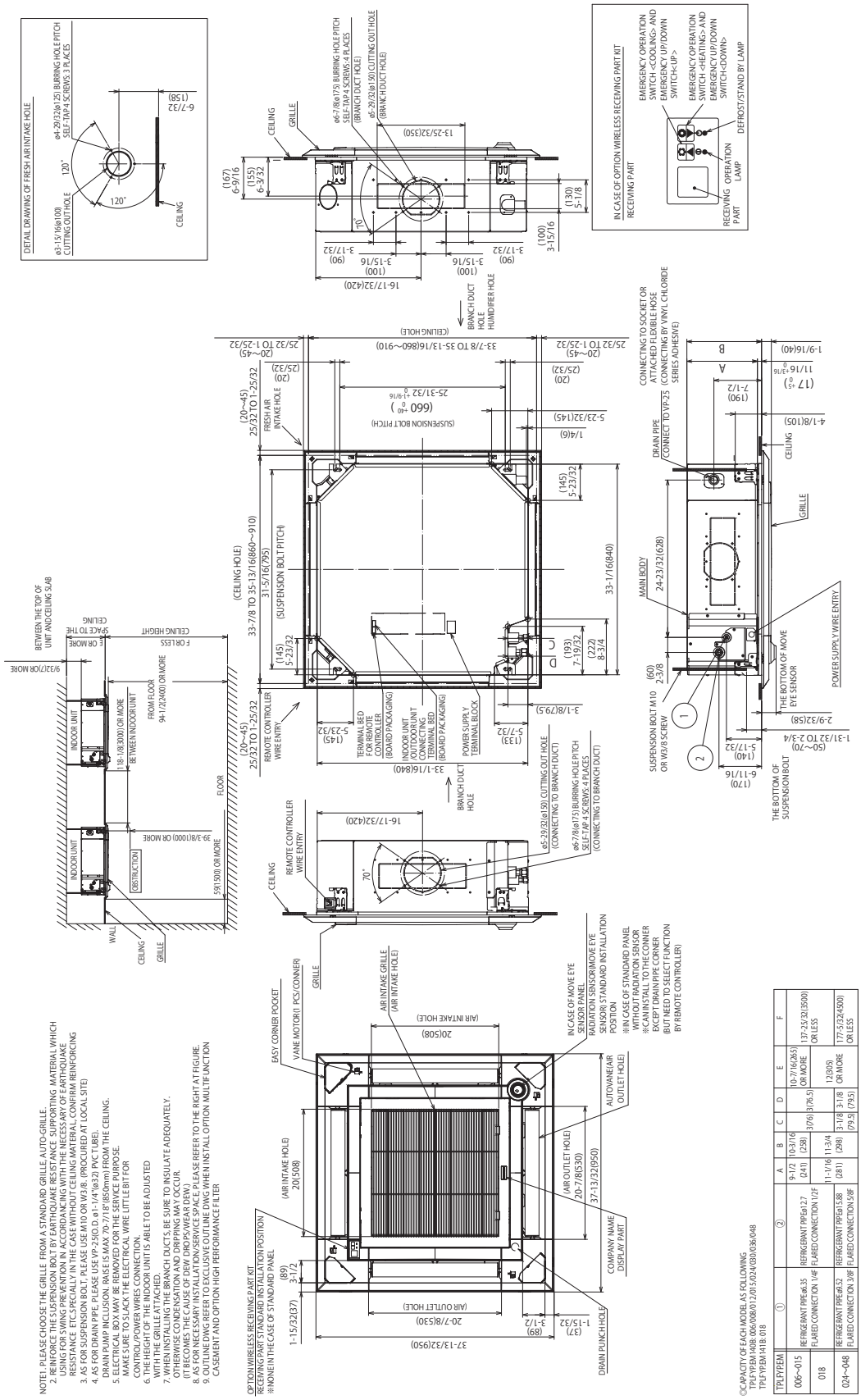
Field Drain Pipe Size	In.(mm)	O.D. 1-1/4 (32)

Sound Pressure Level		
Low-Mid2-Mid1-High	dB(A)	28 - 30 - 32 - 34

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Model: TPLFYP024EM140B – DIMENSIONS

Unit: in (mm)



NOTE1. PLEASE CHOOSE THE GRILLE FROM A STANDARD GRILLE AUTO-GRILLE.
2. REINFORCE THE SUSPENSION BOLT BY EARTHQUAKE RESISTANCE. SUPPORTING MATERIAL WHICH USING FOR SWING PREVENTION IN ACCORDANCING WITH THE NECESSARY OF EARTHQUAKE RESISTANCE ETC.S PECIALLY IN THE CASE WITHOUT CEILING MATERIAL, CONFIRM REINFORCING
3. AS FOR SUSPENSION BOLT, PLEASE USE M10 OR W3/8. (PROCURED AT LOCAL SITE)
4. AS FOR DRAIN PIPE, PLEASE USE VP-25(O.D. ø1-1/4"(ø32) PVC TUBE).
DRAIN PUMP INCLUSION, RAISE IS MAX 70-7/18"(850mm) FROM THE CEILING.
5. ELECTRICAL BOX MAY BE REMOVED FOR THE SERVICE PURPOSE.
MAKE SURE TO SLACK THE ELECTRICAL WIRE LITTLE BIT FOR CONTROL-POWER WIRES CONNECTION.
6. THE HEIGHT OF THE FLOOR UNIT IS ABLE TO BE ADJUSTED WITH THE GRILLE ATTACHED.
7. WHEN INSTALLING THE BRANCH DUCTS, BE SURE TO INSULATE ADEQUATELY. OTHERWISE CONDENSATION AND DRIPPING MAY OCCUR. (IT BECOMES THE CAUSE OF DEW DROPS/WEAR DEW.)
8. AS FOR NECESSARY INSTALLATION/SERVICE SPACE, PLEASE REFER TO THE RIGHT AT FIGURE.
9. OUTLINE DWG REFER TO EXCLUSIVE OUTLINE DWG. WHEN INSTALL OPTION MULTIP UNCTION CASEMENT AND OPTION HIGH PERFORMANCE FILTER

※CAPACITY OF EACH MODE AS FOLLOWING
TPLFYP(E)M018: 006/008/012/015/024/030/036/048
TPLFYP(E)M118: 018

TPLFYP(E)M	①	②	A	B	C	D	E	F
006~015	REFRIGERANT PIPE ø6.35 FLARED CONNECTION 1/4"	REFRIGERANT PIPE ø12.7 FLARED CONNECTION 1/2"	9-1/2 (241)	10-3/16 (258)	3(76)	3(76.5)	10-7/16(265) OR MORE	137-25/32(3500) OR LESS
018			11-1/16 (281)	11-3/4 (298)	3-1/8 (79.5)	3-1/8 (79.5)	12(305) OR MORE	177-5/32(4500) OR LESS
024~048	REFRIGERANT PIPE ø9.52 FLARED CONNECTION 3/8"	REFRIGERANT PIPE ø15.88 FLARED CONNECTION 5/8"						

TAR-40MAAU
Deluxe MA Remote Controller

Job Name:

System Reference: Date:



FULL VIEW



BASIC VIEW

OPERATION/DISPLAY

- ON/OFF
  - Switches between ON and OFF.
- Operation mode switching
  - Switches between Cool/Dry/Fan/Auto/Setback/Heat.
- Hold
  - Switches between enable and disable the Hold function.
  - If the Hold function is enable, the following functions will be prohibited.
  - ON/OFF timer/Schedule (Weekly timer) /Auto return/Auto-OFF timer
- Temperature setting
  - Changes the set temperature.
  - Set temperature range varies depending on the indoor unit model.
- Fan speed setting
  - Changes fan speed.
  - Available fan speeds vary depending on the model.
- Air flow direction setting
  - Changes airflow direction.
  - Available airflow directions vary depending on the model.
- Louver setting
  - Switches between louver ON/OFF.
- Ventilation equipment control
  - Interlocked setting and interlocked operation setting with City Multi Lossnay units can be performed.
  - The Stop/Low/High settings of the ventilation equipment can be controlled.
- Main display mode setting
  - The Main display can be displayed in two different modes: “Full” and “Basic.”
- B&W inversion
  - The colors of the display can be inverted, turning white background to black and black characters to white.
- Clock *2
  - Date (year/month/day) and time (hour/minute) can be set.
  - The set time as well as the day of the week will be displayed on the Main display.
  - It is also possible for the time to not display on the main display.
  - The clock can be displayed in 12-hour format (AM/PM before or after the time) and 24-hour format.
- Daylight saving time
  - The start/end time for daylight saving time can be set.
  - The daylight saving time function will be activated based on the setting contents.
- Room temp. display
  - The room temperature display can be enabled or disabled.
- Error information
  - When an error occurs, an error code and the unit address appear.
  - The air-conditioning unit model, serial number, and contact number can be set to appear when an error occurs. (The above information needs to be entered in advance.)
- Filter information
  - A filter sign will appear when it is time to clean the filter.
- Remote controller information
  - The version of the remote controller can be checked.

*1 This function is active only for the units that support the function.

*2 The clock is accurate within 45 seconds per month (at the temperature of 77°F [25ºC]). The clock is backed up for 3 days.

SCHEDULE AND TIMER SETTING

- Timer
  - ON/OFF timer
    - Turns ON and OFF daily at a set time.
    - Time can be set in 5-minute increments.
    - It is also possible to set the ON time only or the OFF time only.
  - Auto-OFF timer
    - Turns off the unit after a certain period of operation.
    - Operation time can be set to a value from 30 to 240 minutes in 10-minute increments.
- Weekly timer
  - Weekly ON/OFF times and set temperatures can be set.
  - Time can be set in 5-minute increments. Up to 8 schedule patterns can be set per day of the week.
  - Not valid when the ON/OFF timer is set.

RESTRICTION SETTINGS

- Allows/disallows local operation
  - The following operation can be prohibited by applying certain settings on the centralized controller: ON/OFF, operation mode, set temperature, filter sign reset, air direction, fan speed and timer.
  - While an operation is prohibited, the operation icon lights up (only on the Main display in the “Full” mode).
- Operation lock
  - The following operations can be prohibited: Sensing Location, ON/OFF, Mode, Set temp., Menu, Fan, Louver, Vane, or Hold
- Temperature range restriction
  - The room temperature range for each operation mode can be restricted.
- Auto return
  - The units operate at the preset temperature after a designated period.
    - Time can be set to a value from 30 to 120 minutes in 10-minute increments.
  - Not valid when the temperature setting range is restricted.
- Password
  - Administrator password (required for schedule setting etc.) and Maintenance password (required for test run and function setting etc.) can be set.

MISCELLANEOUS ITEMS

- Language Selection
  - Select the display language from the following 3 languages.
    - English, French, Spanish
- Brightness Contrast
  - The brightness of the LCD can be adjusted. The contrast of the LCD can be adjusted.
- Manual Vane Angle *1
  - Fixes the vane position for each air outlet.
- Service *1
  - Contains Test run, Function setting, Request code, and Error history.
- 3D i-see Sensor
  - Settings for 3D i-see Sensor can be made.

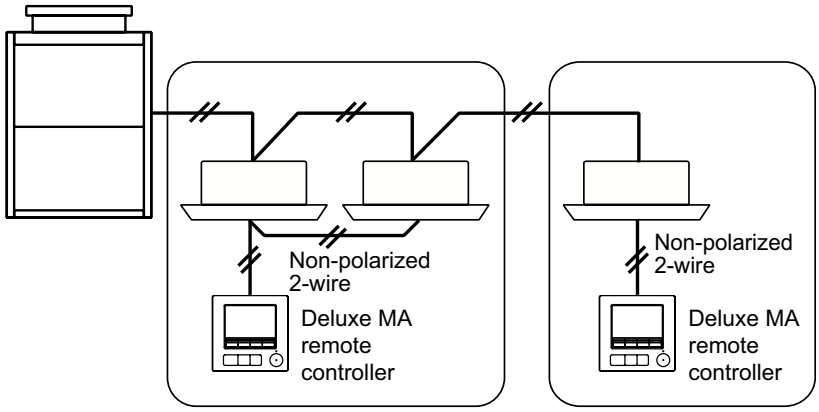
ENERGY SAVING OPTION

- No occupancy energy save
  - Requires 3D i-see sensor on applicable indoor units
- Room Occupancy energy save
  - Requires 3D i-see sensor on applicable indoor units
- No occupancy Auto-OFF
  - Requires 3D i-see sensor on applicable indoor units
- Setback Mode

*1 This function is active only for the units that support the function.
*2 The clock is accurate within 45 seconds per month (at the temperature of 77°F [25ºC]).
The clock is backed up for 3 days.

SYSTEM EXAMPLE

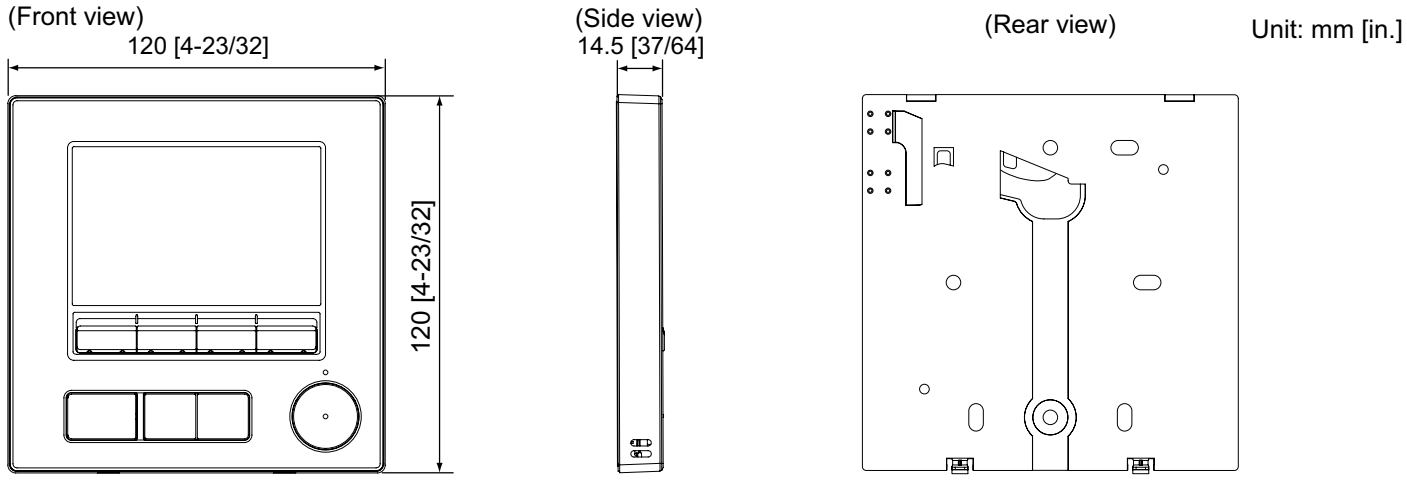
*When a TAR-40MAAU is connected to a group, no other MA remote controllers can be connected to the same group.



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TAR-40MAAU

DIMENSIONS



COMPATIBILITY CHART

CITY MULTI®	Nv-Series	P-Series
TPMFYP*BM Yes	FKS MAC-334	TPCA Yes
TPWFYP*BU Yes	WST MAC-334	TPEAD Yes
TPEFYP*MA Yes	WPH MAC-334	TPKA Yes
TPEFY*MH Yes	MSY-HM MAC-334	TPLA Yes
TPEFY*MS Yes	WMT MAC-334	TPVA Yes
TPMFY*BM Yes	AMT Yes	
TPLFY*EM Yes	DKS Yes	
TPLFY*FM Yes	CKS Yes	
TPKFY*LM Yes	UKS MAC-334	
PCFY-VKM Yes	Note: MAC-334 indicates that the unit requires a MAC-334IF-E Adapter in order to use the TAR-40MAAU	
TPCFY*KM Yes		
TPFFY*CS [1] Yes		
TPFFY*RE Yes		
TPVFY*AM Yes		
TPKFY*BM Yes		
TPKFY*HM Yes		

SPECIFICATIONS

Product size (W x H x D)	In. (mm)	4 3/4 x 4 3/4 x 0.57 (120 x 120 x 14.5)
Net Weight	Lbs. (kg)	9/16 (0.25)
Rated Power Supply Voltage		12 VDC (supplied from indoor units)
Power Consumption	W	0.3
Usage Environment		Temperature: 0 to 40° C (32 to 104° F) Humidity: 30 to 90%RH (with no condensation)
Material	Panel	PMMA
	Main body	PC + ABS
Sound Pressure Level	dB(A)	<70 [A-weighted sound pressure level]

[1] Per Machinery Directive 2006/42/EC

Specifications are subject to change without notice.

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Attachment C: Control Systems

City of Montebello

HVAC Controls Inventory - City of Montebello Transportation Facility

ALLIANCE BUILDING SOLUTIONS, INC

General Information			Existing Equipment Data					Proposed Equipment	
Map ID Tag	Unit Location	Serves	System Type	Make: Model	Serial Number	Unit Size Tons	Replace Unit? (Y/N)	Proposed	Description
AC-1	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH121B4LBDC	K45100870D	10	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
AC-2	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH103B4LBDC	K45100866D	8.5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
AC-4	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH121B4LCDC	K45100815D	10	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
AC-3	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCH151B4LCDC	K45100830D	12.5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
AC-5	NW. Upper Rooftop	Main Bldg.	Gas Package RTU	Carrier: 48ESN03606060	4608G31044	3	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
elev-1	NW. Upper Rooftop	Main Bldg. Elevator Shaft	Window Mount AC	No ID Tag: No ID Tag	No ID Tag	1	Yes	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
admin-1	NW. Upper Rooftop	Main Bldg. Storage Rm	Window Mount AC	Frigidaire: No ID Tag	No ID Tag	0.75	Yes	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
RTU-1	W. Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YHC120F4RLA0RK7	202610053L	10	**No**	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
#4	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1D3661693	5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
#3	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3027073	5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
#2	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3983708	5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
#1	W. Lower Rooftop	Main Bldg.	Gas Package RTU	York: B2HZ060A06B	W1H3027083	5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
shower-2	N. Central Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCD060C4LOBE	N06100455D	5	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
shower-1	N. Central Upper Rooftop	Main Bldg.	Gas Package RTU	Trane: YCD048C4LOBE	N02101086D	4	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
AHU-1	E. Rooftop Penthouse	Main Bldg.	Air Handler DX + HHW	Trane: MCCA017GAM0	K96F52184	0	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
CU-1	E. Rooftop	Main Bldg.	Condenser	Trane: RAUCC204EL03	J96E81789	20	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
n/a	Boiler Rm	Main Bldg.	HHW Boiler	Parker: T490L	58746	0	Yes	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
n/a	Boiler Rm	Main Bldg.	HHW Circ. Pump	:	-	0	No	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
CU-Gas-1	Rooftop	Small Bldg. Money Pit	Ductless Split Condenser	:	-	2	Yes	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
CU-Gas-2	Rooftop	Small Bldg. Gas Station	Ductless Split Condenser	:	-	2	Yes	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
RTU-Fire	W. Lower Rooftop	Main Bldg. Fire Rm	Add 5-ton Package Unit	:	-	5	Additional	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
CU-comm1	W. Lower Rooftop	Main Bldg. Server Rm	Add Ductless Mini Split	:	-	8	Additional	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
CU-comm2	W. Lower Rooftop	Main Bldg. Server Rm	Add Ductless Mini Split	:	-	3	Additional	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
CU-Safe	SE Rooftop	Main Bldg. Safe Meeting Rm	Add Ductless Mini Split	:	-	4	Additional	Mitsubishi / Distech / Tridium Niagara-4	New Thermostat, Controls, BAS
RTU-Locker	N. Central Rooftop	1stFlr Mech Locker Rm	Add 7.5-ton Package Unit	:	-	7.5	Additional	Distech / Tridium Niagara-4	New Thermostat, Controls, BAS

niagara 4

open 4 innovation

Niagara 4 builds on the legacy of the Niagara Framework® in new and exciting ways. It's less reliant on browser plug-ins, faster and easier to use. End users can now directly access, analyze and act on a wide range of operational data as a result of several innovative changes.

AN ALL-NEW USER INTERFACE

Niagara 4 features a bold and intuitive new interface. Modern and easy to use, the platform utilizes HTML5 to provide an array of rich features.

MOVING NIAGARA TO THE EDGE

Niagara 4 is available on the Niagara Edge 10 controller and has been ported to a variety of partner-branded IP-based controllers. As a result, users have choice and great advantages in a single-tool infrastructure from edge to cloud, saving training costs and speeding learning curves.

EASIER INTEGRATION

Niagara 4's new templating feature enables tags to be applied to devices quickly, and allows applications to be prebuilt against a set of standardized templates which then can be quickly created and reused. In other words, once a template is made, it can be redeployed as often as needed in other instances.

POWERFUL SECURITY

Niagara 4 takes a "defense-in-depth" approach to Internet of Things security. Building on the security of previous Niagara versions, Niagara 4 is secure by default. Authentication requires users to choose strong credentials, and both data in motion and sensitive data at rest are encrypted. Niagara 4 also uses Role-Based Access Control (RBAC), making user permissions easy to configure and less error-prone. Niagara 4 also can be integrated with existing enterprise identity and access management systems, such as LDAP and Kerberos. All user actions and security-related events are recorded in Niagara's security log for traceability. A built-in Security Dashboard provides a comprehensive and actionable view of the security posture of your Niagara environment.

FASTER, MORE POWERFUL DEVELOPMENT

Developers will find improved documentation, a rich open API library, BajaScript 2.0, semantic data modeling via tags and other ready-made tools to greatly speed and support development. Anyone familiar with open Web development can now create a custom UI in Niagara.

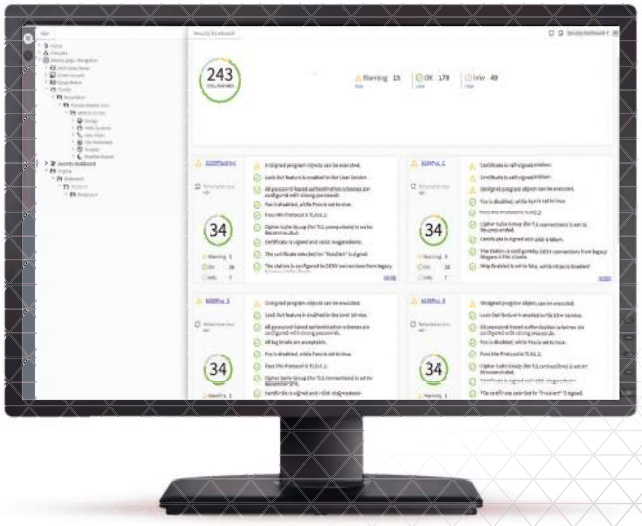
MORE DATA AT YOUR FINGERTIPS

With a simple point-and-click or drag-and-drop, users can instantly find and display critical information from their desktop, tablet or mobile device.

CLEAR TRANSITION FROM NIAGARA AX TO NIAGARA 4

Tridium has engineered Niagara 4 and the new JACE® 8000 controller to be easy to add to, or upgrade from, your current Niagara-based systems.





Niagara 4

features and advantages

AN ADVANCED, MODERN USER INTERFACE—INTUITIVE AND CUSTOMIZABLE

- New UX framework with HTML5 provides rich UI features
- Common design language for a unified experience between desktop, tablet and mobile
- Intuitive charting, alarm console, scheduler, navigation tree and property sheets
- BajaScript 2.0 makes it easier to develop custom UI
- Optimized workflows for common tasks—fewer clicks, more intuitive interaction
- No need to update a navigation file every time a new device is added to system

MORE DATA AT YOUR FINGERTIPS TO FIND, VISUALIZE AND TAKE CONTROL OF YOUR OPERATIONS

- Access data quickly with Niagara Search using tags
- Drag-and-drop customizable charting for fast information visualization
- Feature-rich charts make comparing data easier
- Customizable dashboards and data cleansing for accuracy and precision

POWERFUL SECURITY

- "Defense-in-depth" approach
- Secure by default
- At-a-glance view into cyber defenses across a network of Niagara stations through a convenient Security Dashboard
- Encryption of data in motion and sensitive data at rest
- Role-Based Access Control (RBAC) for less error-prone and easy to configure user permissions
- Single sign on capability with or without existing systems such as LDAP and Kerberos
- Security log of all user actions and security-related events for traceability

FASTER, MORE POWERFUL DEVELOPMENT AND SUPPORT

- Rich set of public APIs
- Improved documentation with code examples
- Semantic data modeling—developers can build applications directly compatible with Niagara
- New UX framework is easy for Web developers to extend

EASIER INTEGRATION AND DEVICE MANAGEMENT

- Applications and devices can be pre-built using templates and also include tags
- Provisioning functionality to manage multiple Niagara stations simultaneously

Niagara 4 is available through a wide variety of original equipment manufacturers. Our open distribution business model and open protocol support allow a vendor-neutral application compatible with devices and systems throughout the world.

To learn more about how to purchase, install and start using Niagara 4, or if you are an original equipment manufacturer and would like to add Niagara 4 to your suite of offerings, please contact us.

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2020-0006

Allure™ EC-Sensor Series

Room Temperature Sensors



Overview

The Allure EC-Sensor series are versatile room temperature sensors. All Allure EC-Sensor models possess an integrated temperature sensor for precision local temperature sensing.

Applications

- Precise temperature monitoring
- Allows occupant setpoint adjustment, fan speed selection, and system override initiation and status indication
- Provides a local area network service access point

Features & Benefits

- Slim, compact style, and clean lines are well received by architects and building owners.
- Onboard Local Area Network (LAN) jack is accessible without removing the cover to allow quick access to the network for commissioning or troubleshooting controllers (except for the Allure EC-Sensor-T).
- For people working outside of core hours, an occupancy control extends normal system operating hours for continued comfort while saving energy when possible. Occupancy status is shown with a LED indicator.
- Fan speed selector for improved personal comfort with the Allure EC-Sensor-SOF model.
- Accurate temperature monitoring while some models have setpoint override for increased individual comfort.

Model Selection

PDITE-SENSORTX0	Space temperature sensor (no communication jack). Sold in bulk pack of 10 units
PDITE-SENSORX0	Space temperature sensor with communication jack
PDITE-SENSOROX0	Space temperature sensor with override and communication jack
PDITE-SENSORSX0	Space temperature sensor with setpoint cool/warm and communication jack
PDITE-SENSOR-SOX0	Space temperature sensor with setpoint cool/warm, override and communication jack
PDITE-SENSOR-SOFX0	Space temperature sensor with setpoint cool/warm, override, fan speed selection and communication jack

Product Specifications

Environmental

Operating Temperature	0°C to 50°C; 32°F to 122°F
Storage Temperature	-20°C to 70°C; -4°F to 158°F
Relative Humidity	0 to 90% non-condensing

Communication

LAN Access Jack[1]	Audio jack, 1/8” (3.5mm)

Enclosure

Material	ABS type PA-765A
Color	Off white
Dimensions (overall)	4.62” x 3.29” x 1.58” (117mm x 84mm x 40mm)
Shipping Weight:	
□ Per sensor	0.4lbs (0.18kg)
□ Per box of 10 EC-Sensor-T sensors	2lbs (0.9kg)
Installation	Wall mounting through mounting holes (see figure below for hole positions)

Temperature Sensor

Type	10KΩ Type II Thermistor (10kΩ @ 25ºC; 77ºF)
Range	0°C to 50°C; 32°F to 122°F
Accuracy	±0.5°C; ±0.9°F

Functions

Occupancy Override	Momentary push-button switch short-circuits the thermistor
LED (occupancy)	Green, powered by 12 VDC or 24 VAC
Setpoint Cool/Warm (+/-)	10 kΩ linear rotary potentiometer
Fan Speed Selection	5-position rotary-switch with factory-programmed resistance values
□ Auto	0 Ohms
□ Off	2500 Ohms
□ Fan Speed 1	5000 Ohms
□ Fan Speed 2	7500 Ohms
□ Fan Speed 3	10 000 Ohms

Agency Approvals

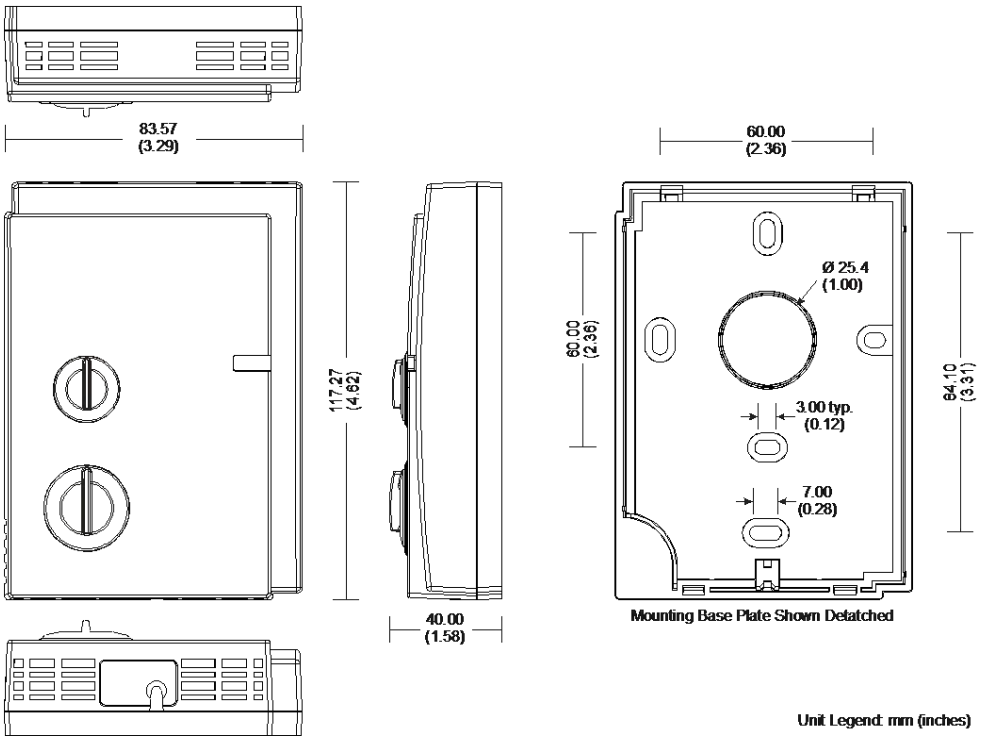
UL Listed (CDN & US)	UL916 Energy management equipment
Material[2]	UL94V-1

Electromagnetic Compatibility

CE	2004/108/EC

1. Except for the EC-Sensor-T sensor model.
2. All materials and manufacturing processes comply with the RoHS directive and are marked according to the Waste Electrical and Electronic Equipment (WEEE) directive.

Dimensions



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ECY-S1000 Series

Control, Automation and Connectivity Servers

ECLYPSE™



Overview

The ECY-CSC is sized to cost-effectively meet the requirements of any HVAC application from small to medium to large systems. The most capable Connected System Controller model can be expanded to support up to 20 input/output (I/O) modules (up to 320 I/Os) while being able to adapt to new requirements as the need arises.

A connecting cable is used to connect successive rows of modules within a controls' cabinet to provide power and communication.

Features & Benefits

- Support for a range of communication protocols such as BACnet MS/TP, Modbus RTU, Modbus TCP, and M-Bus
- With the RESTful API, data can be accessed from different applications, such as energy dashboards, analytics tools, and mobile applications
- Expandable as needs increase to support up to 20 input/output (I/O) modules (up to 320 I/Os)
- Integrates up to three RS-485 ports
- Lighting and shade/sunblind expansion modules to control lights and shades/sunblinds
- Compatible with Distech Controls line of *Bluetooth*® low energy technology enabled devices and mobile application providing state-of-the- art occupant management
- Multi-sensor compatibility combines motion and luminosity (Lux) sensors
- Available remote access to program, configure, or maintain the installation, reducing costs associated with on-site visits
- Terminal blocks are uniquely identified and color-coded for clarity and to prevent wiring mistakes
- Embedded alarms, trend log and schedule support allows for fully distributed data and logic
- Automatic email notifications for system status and alarms to ensure faster system servicing and response time

Model Selection

Example: ECY-S1000***E-28-MS***

Series[1]	WebServer	License Points Limit	BACnet MS/TP Routing
ECY-S1000	[blank] : No Embedded Graphics ***E*** **:** With Embedded Graphics	***-28*** **:** 28 Points HW (3 Modbus) ***-48*** **:** 48 Points HW (10 Modbus) [blank] : No Limits (320 typ., 96 Modbus)	[blank] : No BACnet MS/TP Routing Option ***-MS*** **:** With BACnet MS/TP Routing[2]

1. SEP models (single Ethernet port) have secondary Ethernet port factory disabled
2. Option already included in no limits license, please specify [blank]

Accessories

ECLYPSE Wi-Fi Adapter	Wi-Fi Adapter for ECLYPSE Connected Controllers.
ECLYPSE Open-To-Wireless™ Adapter	EnOcean communication protocol adapter for ECLYPSE Connected Controllers.
ECLYPSE HD15 Cable	6ft (1.8m) cable for multiple-row panel installations. An HD15 cable must always be followed by a power supply module. For more information, refer to the Hardware Installation Guide.
ECx-Subnet-Adapter	Required for daisy-chaining the ECx-Display or the EC-Multi-Sensor with other subnet devices

Product Specifications

Power Supply Input

Voltage	18VDC
Power Consumption	8.9W; external loads excluded

Communications

Ethernet Connection Speed	10/100 Mbps
Cable Type	Cat 5e, 8 conductor twisted pair (unshielded)
Addressing	IPv4 or Hostname
BACnet Profile	BACnet Building Controller (B-BC)), AMEV AS-A and AS-B
BACnet Listing	BTL, WSP B-BC
BACnet Interconnectivity	BBMD forwarding capabilities BACnet MS/TP to BACnet/IP routing
BACnet Transport Layer	IP & MS/TP (optional)
Web Server Protocol	HTML5
Web Server Application Interface	REST API
BACnet MS/TP or Modbus RTU	1 × RS-485 serial communications ports
RS-485 Wiring	1-pair + Common/shield
RS-485 EOL Resistor	Built-in
RS-485 Baud Rates	9600, 19 200, 38 400, or 76 800 bps
RS-485 Addressing	Controller's Web Configuration Interface
Modbus TCP	Devices must be on the same subnet
Wireless Adapter	Optional, USB Port Connection
Wi-Fi Communication Protocol	IEEE 802.11b/g/n
Wi-Fi Network Types	Client, Access Point, Hotspot

Subnetwork

Communication	RS-485
Cable Type	Cat 5e, 8 conductor twisted pair
Connector	RJ-45
Connection Topology	Daisy-chain
Maximum number of standard room devices supported per controller combined[1]	12
Allure EC-Smart-Vue Series[2]	12
Allure EC-Smart-Comfort Series	6
Allure EC-Smart-Air Series[2]	6
EC-Multi Sensor	4
ECx-Light-4 / ECx-Light-4D / ECx-Light-DALI	4
ECx-Blind-4 / ECx-Blind-4LV	4
Maximum number of Bluetooth low energy room devices per controller combined [3]	6
Allure UNITOUCH™	2
EC-Multi-Sensor-BLE	4

1. For more details about supported quantities, see the Product Selection Tool available in Builder: https://builder.distech-controls.com.
2. A controller can support a maximum of 2 Allure sensor models equipped with a CO_2 sensor. Any remaining connected sensors must be without a CO_2 sensor.
3. A mixed architecture with standard room devices and Bluetooth low energy enabled devices is not recommended.

Hardware

Processor	Sitara ARM processor
CPU Speed	1GHz
Memory	4GB Non-volatile Flash (applications & storage) 512MB RAM
Real Time Clock (RTC)	Real Time Clock with rechargeable battery Supports SNTP network time synchronization
RTC Battery	20 hours charge time, 20 days discharge time Up to 500 charge / discharge cycles
Cryptographic Module	FIPS 140-2 Level 1 Compliant

Ethernet	2 switched RJ-45 Ethernet ports (Supported Protocols: BACnet/IP, Modbus TCP, NTP, and REST)
USB Connections	2 × USB 2.0 Ports 1 × Micro-USB 2.0 Ports
RS-485 Serial Communications	Screw terminals (Supported Protocols: BACnet MS/TP or Modbus RTU)
Subnet	RJ-45
Green LED	Power status, Subnet TX, RS-485 TX, and Ethernet Traffic
Orange LED	Controller status, Subnet RX, RS-485 RX, and Ethernet Speed

Open-to-Wireless Adapter

Communication Protocol	EnOcean wireless standard[1]
Connector Type	USB
Number of Wireless Inputs	Unlimited[2]

1. Available when an optional external ECLYPSE Open-to-Wireless Adapter is connected to the controller. Refer to the Open-to-Wireless Application Guide for a list of supported EnOcean wireless modules.
2. Wireless inputs will only be limited by physical distance between the EnOcean devices and the ECLYPSE Open-to-Wireless Adapter.

Mechanical

Dimensions (H × W × D)	4.74 × 3.57 × 2.31" (120.31 × 90.67 × 58.56mm)
Shipping weight	0.85lbs (0.39kg)
Mounting	DIN rail or screw mounting
Enclosure Material	FR/ABS
Enclosure Rating[1]	Plastic housing, UL94-V0 flammability rating

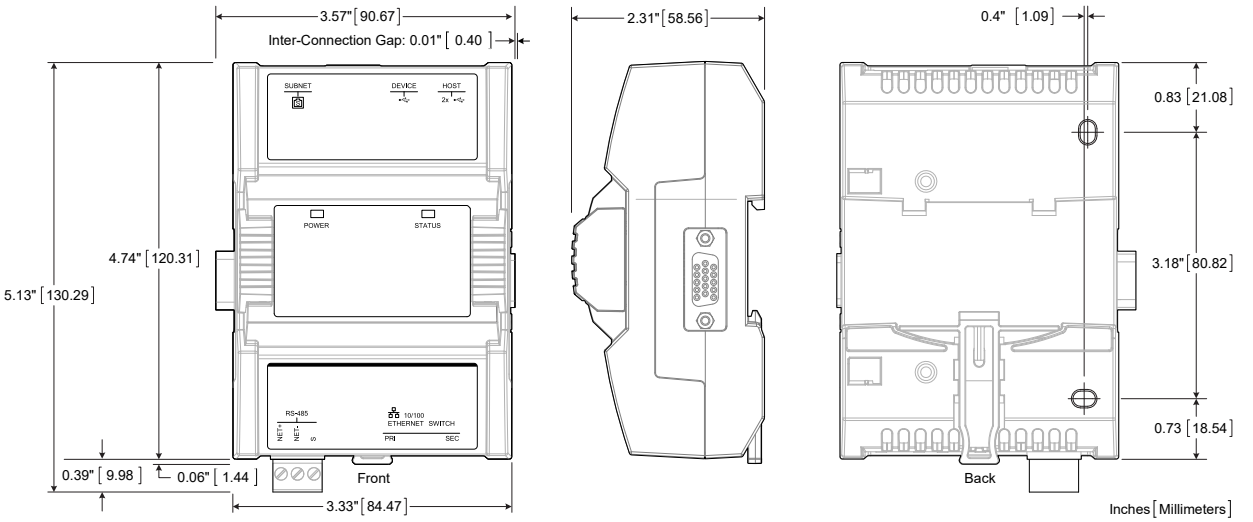
1. All materials and manufacturing processes comply with the RoHS directive and are marked according to the Waste Electrical and Electronic Equipment (WEEE) directive

Environmental

Operating Temperature	32 to 122°F (0 to 50°C)
Storage Temperature	-22 to 158°F (-30 to 70°C),
Relative Humidity	0 to 90% non-condensing
Ingress Protection Rating	IP20
Nema Rating	1

Standards and Regulations

CE Emission	EN61000-6-3: 2007+A1:2011
CE Immunity	EN61000-6-1: 2007
FCC	Compliance with FCC rules part 15, subpart B, class B
UL Listed (CDN & US)	UL916 Energy management equipment



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Attachment D: Electrical Systems

City of Montebello

Detailed Transformer Inventory - City of Montebello Transportation Facility

General Information		Existing Equipment Data						Proposed Equipment	
Unit ID Tag	Unit Location	System Type	Make: Model	kVA	E-Star Rated (Y/N)	Unit Cond.	Replace Unit? (Y/N)	Proposed Make: Model #	Description
No ID Tag	East Electric Rm	Transformer Dry Type	Cutler Hammer: V48M28B75CU	75	N	Poor	Y	TBD	New High Efficeincy Transformer
No ID Tag	East Electric Rm	Transformer Dry Type	GE: 9T23A3876	150	N	Poor	Y	TBD	New High Efficeincy Transformer
No ID Tag	Main Electric Rm	Transformer Dry Type	Cutler Hammer: V48M28B22CU	225	N	Poor	Y	TBD	New High Efficeincy Transformer

Cutler Hammer: V48M28B75CU



GE: 9T23A3876



Cutler Hammer: V48M28B22CU



E-SAVER OPAL-R™ Series

POWERSMITHS

OPAL-R TRANSFORMERS ARE OPTIMIZED FOR RETROFIT PROJECTS DELIVERING AN AVERAGE OF 80% LESS LOSSES WHEN REPLACING OLDER UNITS

APPLICATION

The OPAL-R Series (E-Saver-80R & E-Saver-81R) are ultra-efficient dry-type isolation transformers optimized to maximize energy savings and provide the fastest payback in retrofit applications.

Powersmiths has actively measured load profiles and losses for thousands of low-voltage transformers it has retrofitted for applications from K-12 schools to college and hospital campuses, from courthouses to military bases, from general commercial and office buildings to mission critical data centers.

Powersmiths has found that the most common profile is a lightly loaded transformer that feeds predominately electronic equipment.

OPAL-R's E-Saver-80R and -81R models have been optimized specifically for this profile delivering a per project average of an 80% reduction in losses when replacing existing older transformers.

For transformers optimized to feed dedicated equipment like fans, motors, elevators, or heavy harmonic rich loads, see the rest of the OPAL Series™ as well as OPAL T1000™.

OPAL™ - OPTIMIZED DESIGNS FOR RETROFITS

There is more to a transformer retrofit than simply matching the kVA and voltages with a typical transformer from the distributor's warehouse. A transformer has much more impact in an electrical system than just efficiency because of electrical characteristics that affect fault levels, arc flash levels and inrush. Other important considerations for a retrofit should also include site conditions, footprint and internal terminal layout.

Powersmiths has developed a transformer design best practice called OPAL - Optimized Performance for the Application Load to specifically address transformer retrofit considerations.

OPAL considers the system as a whole, including goals like managing impedance, arc flash, fault level, inrush, harmonics, and more. OPAL is possible thanks to the tight feedback loop between design, onsite manufacturing, and extensive real world performance verification.

Our flexible design and manufacturing process enables us to deliver solutions for the wide variety of site conditions and transformer manufacturers including footprint and internal terminal layouts, while the result is the most savings per dollar spent.

DOE IDENTIFIES BILLIONS IN SAVINGS BEYOND DOE 2016

Most manufacturers design low-voltage transformers to just meet the minimum requirement of U.S. Dept. of Energy law (DOE 2016). DOE 2016 has been set at a single 35% load point, under an ideal sine wave factory test profile, sacrificing performance elsewhere.

By exceeding the minimum efficiency, the DOE has quantified the savings potential to be in billions of dollars and that lifecycle savings can be maximized by optimizing for real-world loading. OPAL enables access to these savings – backed by real-world performance verification.

DEPARTMENT OF DEFENCE UFC COMPLIANCE

The OPAL-R with the T115 option complies with the US Department of Defense's Unified Facilities Criteria (UFC) - Interior Electrical Systems.



E-Saver OPAL-R™ Retrofits deliver maximum energy savings and follow best practices to measure & verify lifecycle savings, and ensure hassle-free transformer replacements.

RETROFITS REQUIRE A BEST PRACTICE

To replace existing transformers cost effectively, Powersmiths' professional engineers use a multi-step best practice for the entire project cycle including: vetted project savings calculations, comprehensive site audits and tagging, individualized product selection, baseline and post installation field measurements of load profiles, losses and efficiency, following IPMVP protocols, performance reports and more.

GUARANTEED PERFORMANCE FOR 32 YEARS

In a world filled with small print disclaimers and limited DOE compliance testing, you can count on Powersmiths performance. We guarantee that every transformer we manufacture meets our published technical data, and furthermore, that this performance is met over the full term of the 32-year pro-rated warranty. Trusting that savings are both real and long-term is part of why organizations choose Powersmiths.

K-RATING IS A MODERN REQUIREMENT

Typically, transformers are purchased and installed with lowest first cost in mind, however, these transformers' are UL listed on the basis of feeding only linear load. Today, most connected loads are electronic with nonlinear profiles, and in order to have a valid UL listing, a low-voltage isolation transformer needs to be appropriately K-rated for most applications

EXPANDED KVA SELECTION ENABLES RIGHT-SIZING

Powersmiths enables right-sizing of electrical infrastructure by offering a much broader selection of transformer kVA sizes. The capital cost, operating cost and footprint reductions can be dramatic - on the order of 30-50%, through smaller transformers, breakers, conductors, and distribution panels.

ENVIRONMENTAL/GREEN BUILDING/LEED®/NET ZERO

By going meaningfully beyond the DOE 2016 baseline efficiency, the E-Saver™ contributes to green building, LEED®, Net Zero and carbon footprint reduction. goals. Additional benefits include our ISO14001 certified manufacturing, integrated metering and ability to integrate with the Powersmiths WOW™ - Building Resource Management Platform.

CERTIFICATIONS & TESTING

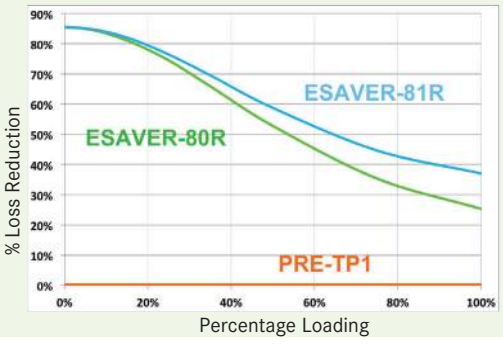
Powersmiths certifications include ISO9001 (Quality), ISO14001 (Environment) ISO17025 (Efficiency Test Lab), UL and CSA. Powersmiths has a production-integrated nonlinear load test program that enables efficiency verification under real-world conditions, as well as Certified Test Lab Profile Test Reports.

METERING & ARC FLASH OPTIONS

Integrated metering can provide information about capacity utilization, load profiles, power quality and energy use. The lockable hinged door option as well as our patented 360° Rotatable IR Port™ option enable quick and safe access to internal transformer connections, and reduces arc flash risk.

Powersmiths offers also transformers with Integrated Power Distribution, see the Energy Station TX™ brochure.

E-SAVER OPAL-R™ Loss Reduction Curves



KEY FEATURES

- Optimized for light, nonlinear loads found in most applications K-rated as required by UL to feed modern electronic equipment
- Retrofit Best Practice ensures a smooth retrofit with verified savings
- Significant savings beyond DOE 2016 legislation
- Electrical system consideration: impedance, inrush, fault & arc flash levels
- Available with a wide range of safety & performance features like integrated hinged doors, 360° Rotatable IR Port™, and Cyberhawk™ Metering and Logging
- Manufactured in a certified ISO 9001, ISO 14001 and ISO 17025 facility for quality, low environmental impact, and transformer efficiency testing

[1] U.S. Dept. of Energy 10 CFR Part 431, [Docket No. EERE–2010–BT–STD–0048] Energy Conservation Program: Energy Conservation Standards for Distribution Transformers, Final Rule April 18, 2013.

TECHNICAL SPECIFICATIONS

The E-Saver™-80R and 81R are ultra-efficient low-voltage dry-type isolation transformers that meaningfully exceed the U.S. Dept. of Energy's new minimum efficiency law, commonly referred to as DOE 2016. All E-Saver transformers carry a UL Listing and CSA Approval, with application appropriate K-factor.

The aluminum wound E-Saver-80R and the copper wound E-Saver-81R are both K-factor listed per UL 1561 and are K-7 rated per C57.110. Both models are compatible with electronic equipment all the way up to full load. The standard temperature rise is 130°C with a 115°C option available.

E-Savers have a common-core (3-phase models), 10kV BIL, 200% rated neutral, are 60Hz rated (std), built to NEMA ST-20, UL1561, IEEE C57.110 and other applicable ANSI and IEEE standards. Both primary and secondary terminals and voltage taps (typically six 2.5%) are all front-accessible. E-Savers have a 220°C class insulation system that is NOMEX-based with an Epoxy Co-polymer impregnant with technical performance characteristics that embed lower environmental impact, long term reliability and long life expectancy. E-Savers carry OSHPD and IBC Seismic Certification. The seismic bracing option provides a higher 2.28g certification. All E-Saver models come standard in a Type 2 ventilated drip-proof indoor enclosure made of heavy gauge steel finished with epoxy powder coating for durability and low environmental impact, and are UL Listed for 2" rear clearance - a significant improvement over the typical industry 6" limit. A wide variety of enclosures and options are available.

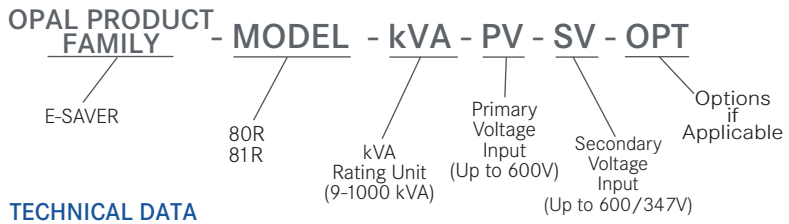
Low Noise: Keeping audible noise at a minimum is key. While the NEMA ST-20 standard sets levels referenced by industry only a type test, not a production test, is required – so transformers on actual projects may be noisy. Powersmiths builds 3dB quieter than NEMA standard values, and furthermore every unit is tested to ensure quiet operation. For very sensitive environments an additional 2dB lower noise option is available.

Management of Impedance, Inrush, Fault Level, Arc Flash: Powersmiths OPAL™ design best practice includes addressing key transformer attributes like impedance, inrush, fault level, arc flash, to ensure smooth integration into an electrical system, avoiding the negative impacts often associated with high efficiency transformers. See individual technical data sheets for comprehensive values for all parameters.

Impedance: For both the E-Saver-80R and E-Saver-81R, impedance is kept at or above 4.0% in order to manage downstream fault current and arc flash levels, and maintain compatibility with equipment interrupting capacity (kAIC) ratings. Higher impedance is available to meet specific project needs.

Inrush: Inrush currents are managed in order to avoid nuisance tripping of the primary breaker and to enable design engineers to use standard 125% rated primary protection, thereby avoiding expensive design changes that otherwise may be needed. Very low inrush designs are available as specific projects may require, for example some datacenter and medical applications.

ORDERING INFORMATION



TECHNICAL DATA

kVA	Audible Noise	80R, 81R Model Weight Range (lbs)	Standard Case Size (in)	Alternate Smaller Case Size (in)*
15	42 dB	230-300	17.5W x 17D x 27.5H	17.5W x 14.5D x 25H
20	42 dB	260-340	25.5W x 18D x 30H	23W x 15.5D x 27.5H
25	42 dB	300-380	25.5W x 18D x 30H	23W x 15.5D x 27.5H
30	42 dB	340-420	25.5W x 18D x 30H	23W x 15.5D x 27.5H
45	42 dB	400-540	25.5W x 18D x 30H	No Alternate
50	42 dB	450-600	31.5W x 21.5D x 40H	No Alternate
63	47 dB	500-650	31.5W x 21.5D x 40H	26.5W x 20D x 33H
75	47 dB	610-700	31.5W x 21.5D x 40H	26.5W x 20D x 33H
100	47 dB	675-900	31.5W x 21.5D x 40H	No Alternate
112.5	47 dB	770-990	31.5W x 21.5D x 40H	No Alternate
125	47 dB	875-1120	37.5W x 26.5D x 48H	33W x 23D x 38H
150	47 dB	1010-1230	37.5W x 26.5D x 48H	33W x 23D x 38H
175	52 dB	1100-1360	37.5W x 26.5D x 48H	34.5W x 26.5D x 42H
200	52 dB	1175-1450	37.5W x 26.5D x 48H	34.5W x 26.5D x 42H
225	52 dB	1295-1600	37.5W x 31.5D x 52H	34.5W x 26.5D x 42H
250	52 dB	1400-1800	37.5W x 31.5D x 52H	37.5W x 26.5D x 48H
300	52 dB	1575-1960	37.5W x 31.5D x 52H	37.5W x 26.5D x 48H
400	57 dB	2025-2450	51.5W x 38D x 61H	43.5W x 33.5D x 55.5H
450	57 dB	2200-2600	51.5W x 38D x 61H	43.5W x 33.5D x 55.5H
500	57 dB	2475-2900	51.5W x 38D x 61H	43.5W x 33.5D x 55.5H
600	59 dB	2725-3600	64W x 47D x 67H	51.5W x 38D x 61H
750	61 dB	3200-4300	64W x 47D x 67H	Contact Factory
850	61 dB	3600-5000	64W x 47D x 67H	Contact Factory
1000	61 dB	4200-6000	64W x 53D x 67H	Contact Factory

AVAILABLE OPTIONS

Metering: Express Logger™, SMART™ or Cyberhawk TX™ (see product cut sheets for details)
CC: Core & Coils available for OEM Integration
3R: Type 3R, sprinkler proof/outdoor ventilated enclosure
OSEC: Enclosure for outdoor public areas
SS: Painted stainless steel enclosure
NVI: Non-ventilated indoor enclosure
IRP: 360° Rotatable IR Port™
HD: Hinged Door
F50: 50 Hz design
1S: Single electrostatic shield
2S: Dual electrostatic shields
3S: Triple electrostatic shields
SPD: (120/208 V OR 277/480V)
- **PRO80:** 80kA, 7 mode, Filter
- **PRO120:** 120kA, 7 mode, Filter
- **PRO160:** 160kA, 7 mode, Filter
- **PROXX:** Where XX is custom ID

VLI: Very Low Inrush
IMP: Custom Impedance
COL: Custom color
TS: Thermal sensors at 170°C and 200°C
RTR: Routine Test Report
NLT: Nonlinear Load Test with Certificate
2016TR: DOE 2016 Test Report
CTL: ISO 17025 Certified Test Lab, load profile test
SE: Sensitive environment, extra low noise
SB: Certified Seismic bracing for 2.28g (for Certificate details contact Powersmiths)
WM: Wall-mount kit up to 75kVA is available (sold separately)
T115: 115°C Temperature Rise

NOTE: The above data applies to the standard configuration of each kVA. Selection of some options may change enclosure size and/or transformer weight. Some options may be mutually exclusive. Consult factory for detailed product data sheet for these and other configurations. Efficiencies tested according to U.S. Dept. of Energy's 10 CFR Part 431, a linear load test at 35% of nameplate capacity. Refer to technical data sheet for comprehensive information for each specific model, kVA, and option selected.

As design optimization is continuous, technical data is updated over time. Please check with Powersmiths for latest revision.

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Attachment E: Envelope Systems

City of Montebello

City of Montebello: Building Envelope Replacements

Building Envelope Replacements	
Building	**General Information**
Transit Center	All Eight (8) Roof Decks Will Receive New High Efficiency Roof
Aquatic Center	All Roof Decks Will Receive New High Efficiency Roof
City Hall	New Upper Deck & Waterproof all 23 AC Unit Duct Penetrations

Detailed Roof Map - City of Montebello Transportation Facility

ALLIANCE
BUILDING SOLUTIONS, INC



Burkeline® Roofing Systems
a division of Burke Industries
2250 SOUTH TENTH STREET • SAN JOSE, CA 95112 • 800-669-7010 • 408-297-3500

Burkeline® M-358 CSPE (CSM) 45 Mil Reinforced Hypalon®

(All Burkeline colored Hypalon is U.L. approved and may be substituted for white in any assembly)

Class A - Mechanically Fastened, Non-Combustible Deck

1. Deck:	NC		Incline: No limitation
Insulation:	Celotex "Thermax Hy-Tec", Atlas Energy "AC Foam", R-Max Inc. "Multi-Max" , or Manville Corp. "Ultra-Gard Gold", any thickness.		
Barrier Board:	5/8 inch gypsum board. (6" off set of insulation joints.)		
2. Deck:	NC		Incline: 2
Insulation:	Perlite 3/4 inch to 1 1/2 inch		
3. Deck:	NC		Incline: 2
Insulation:	American Western "R-Board 400", Apache "White line". International Permalite "Iso-Lite", Atlas Energy "AC Foam", Celotex "Hy-tec, Hy-tec II, Energy Lok, Top R 11", Homesote "Ultra M-II". Manville "Ultra Gard, Gold", NRG "Energy I", R-Max "Multi-Max". Temple-Eastex "Tempro Standard, Tempro HD", Firestone "ISO 95-GW", 1.4 inch minimum, mechanically fastened in place.		
4. Deck:	NC	(Letter Listing 10/12/89)	Incline: 2
Base Sheet:	(Optional): One or more layers "M-394" or "M-426" slip sheet or G-2 base sheet.		
Insulation:	Glass fiber, 1.4 to 4 inches thick, mechanically fastened in place.		
5. Deck:	NC	(Letter Listing 3/28/90)	Incline: 2
Insulation:	Structural concrete covered with Atlas Energy "AC Foam II". 1-4" thick, hot mopped in place.		
6. Deck:	NC	(Letter 2/14/90)	Incline: 2
Base Sheet:	(Optional): One or more layers "M-394", "M-426" slip sheet or G-2.		
Insulation:	Manville "Ultra Gard Gold", 1.4 to 4 Inches thick, mechanically fastened.		
7. Deck:	NC	(1990 U.L. BMD Book, Page 606)	Incline: 1-1/2
Insulation:	"Iso-Lite", "Iso-Lite" (felt facer), "Iso-Lite" (aluminum facer), "Tapered "Iso-Lite" or "Iso-Perl", 1.0 inches minimum.		
8. Deck:	NC (Atlas Energy Prods. Listing, Page 446, 1990 U.L. BMD)		Incline: 1-1/2
Insulation:	Atlas Energy "AC Foam I", "AC Foam II", or "AC Foam Supreme", 1.0 inches minimum.		
9. Deck:	NC	(Test Record of 1/10/86, Page 3)	Incline: 1
Insulation:	Wood Fiber - 1/2 to 1 inch, glass fiber - 3/4 to 1-1/16 inch, Schuller International "Fesco/Foam" - 1-5/8 to 3-1/4 inch, or perlite - 3/4 to 3 inch "Arcor FM-1" or "Arcor MB" - 1-1/2 to 1-3/4 inch thick.		
10. Deck:	NC	(Letter Listing 4/25/89)	Incline: 1
Insulation:	Celotex "Star AP". 1.4 inch minimum.		
11. Deck:	NC		Incline: 1
Insulation:	Cellular concrete, gypsum concrete, vermiculite concrete, perlite concrete or concrete with all joints grouted on the surface.		
12. Deck:	NC	(Letter Listing 12/88)	Incline: 1
Insulation:	One layer of Carpenter "Iso-Deck GF", 1 to 1-1/2 inch thick, followed by a minimum 1/2 inch thick wood fiber board, mechanically fastened.		
13. Deck:	NC		Incline: 1
Barrier Board:	1/2 inch plywood		
Base Sheet:	M-426 slip sheet		

14. Deck:	NC		Incline: 1
Base Sheet:	43# fiberglass reinforced, mechanically fastened.		
Insulation:	Manville "Ultra Gard Gold", uniform thickness or tapered, 1-1/2" to 5" thick, mechanically fastened.		
15. Deck:	NC	(Letter Listing 11/1/90)	Incline: 1
Insulation:	1-1/2 inch Celotex "Hy-Tec"		
Barrier Board:	1/2 Inch minimum wood fiber		
16. Deck:	NC		Incline: 1
Insulation:	Celotex "Thermax Hy-Tec", Atlas Energy Products "AC Foam", R-Max Inc. "Multi-Max" or Manville Corp. "Ultra-Gard Gold", any thickness.		
Barrier Board:	(Optional) 1/2 inch gypsum board (6 inch offset of insulation joints).		
17. Deck:	NC	(Letter Listing 10/88)	Incline: 1/2
Insulation:	Celotex "Apache Pyrox" 3 inch maximum, or "Top R-11" or "Ultra Gard Gold", any thickness.		
Barrier Board:	Wood fiber-board, 1/2 inch thick, (Up to 1 inch thick for "Apache Pyrox")		
18. Deck:	NC	(Letter Listing 10/23/89)	Incline: 1/2
Insulation:	Max. 3" DOW SM Board: or EPS, any thickness.		
Cover Sheet:	Either 1/2" wood fiber-board, or Manniglas 1200, 20 mil; or Burke M-426 Glass sheet; Burke M-394, foil-faced glass sheet.		
19. Deck:	NC	(Letter Listing 10/27/95)	Incline: 1/2
Insulation:	EPS, any thickness.		
Insulation:	Atlas "AC Foam II", Celotex "Thermax Hy-Tec (Energy Lok)", "Hy Therm AP", "Apache White Line" or Pyrox", 2 in thick minimum.		
20. Deck:	NC	(Letter Listing 10/23/89)	Incline: 1/2
Insulation:	Celotex "Top R-11" any thickness covered with 1/2" wood fiber board.		
Slip Sheet:	Manniglas 1200, 20 mil, M-394 or M-426.		
21. Deck:	NC	(Letter Listing 9/27/88)	Incline: 1/2
Insulation:	Celotex "Top R-II" any thickness covered with 1/2" wood fiber board.		
22. Deck:	NC	(Letter Listing 10/11/96)	Incline: 1/2
Insulation:	EPS tapered or uniform thickness.		
Barrier Sheet:	Either 1/2" wood fiber-board minimum		
23. Deck:	NC	(Letter Listing 7/26/94)	Incline: 1/2
Insulation:	EPS any thickness.		
Barrier Sheet:	1/2 " Gypsum		
24. Deck:	NC	(BASF Listing Page 451 of U.L. 1990)	Incline: ***See note
Insulation:	BASF EPS (Uniform or tapered) any thickness, which is covered with wood-fiber (1/2 inch minimum) perlite (3/4 inch minimum), or US Gypsum "Micore" (1/2 inch minimum) is a suitable alternate to Foamed Plastic or Plastic/Mineral and Fiberboard Insulation Systems.		
25. Deck:	NC	(Assoc.Foam Mfgs. Listing Page 442 of U.L. 1990)	Incline: *** See Note
Insulation:	EPS/Perlite or EPS/Wood fiber, (Perlite or wood fiber must be minimum 1 inch thick), any combination, any thickness for the following: A. "Perform 1" (uniform thickness EPS) covered with perlite or wood fiber. B. "Perform 2" (EPS/wood fiber or EPS/perlite). C. "Contour Taper Tile" (EPS/wood fiber, EPS/perlite or EPS field covered with minimum 1 inch thick wood fiber or perlite.)		

Note: Classification is same as original roof. Incline, attachment in accord with classification of system. May be substituted for any other foam insulation.

Class A - Mechanically Fastened, Combustible Deck

1.	Deck:	C - 2-1/4 inch T&G	Incline: No Limitation
	Barrier Board:	5/8 inch U.L. Classified gypsum board, mechanically fastened.	
2.	Deck:	C - 2-1/4 inch T&G	Incline: No Limitation
	Barrier Board:	5/8 inch U.L. Classified gypsum board, mechanically fastened.	
	Insulation:	One or more layers of U.L. Classified fiberglass 2 to 3 inches thick.	
3.	Deck:	C-15/32	Incline: No Limitation
	Insulation:	(optional) Celotex Corp. "Thermax Hy Tec", Atlas Energy Products "AC Foam I" or "AC Foam II", Rmax Inc. "Multi-Max", Schuller International "Ultra Gard Gold", any thickness	
	Barrier Board:	One layer of 5/8" gypsum mechanically fastened.	
	Insulation:	One or more layers of fiber glass 3/4 to 2" thick (U.L. Classified).	
4.	Deck:	C-15/32	Incline: No Limitation
	Vapor Barrier:	(Optional) One layer of polyethylene.	
	Insulation:	One layer of listed polyisocyanurate insulation 3" thick, mechanically fastened. (U.L. Classified).	
	Barrier Board:	One layer of 1/2" gypsum mechanically fastened.	
	Insulation:	One or more layers of fiber glass 3/4 to 2" thick (U.L. Classified).	
5.	Deck:	C - 15/32 (Letter Listing 9/9/95)	Incline: No Limitation
	Insulation:	Any U.L. Classified, any thickness	
	Barrier Board:	1/4" Georgia Pacific "Dens Deck"	
6.	Deck:	C-15/32	Incline: 3
	Slip Sheet:	One layer Burke M-394.	
	Insulation:	Perlite - 3/4 to 4 inches (6 inch offset insulation from plywood joints).	
7.	Deck:	C-15/32 (Letter Listing 10/87)	Incline: 1-1/2
	Insulation:	Celotex “Thermax Hy-Tec”, Atlas Energy “AC Foam”, R-Max Inc. “Multi-Max”, or Manville Corp. “Ultra Gard Gold”, any thickness. (6 inch offset of plywood joints).	
	Barrier Board:	1/2 inch gypsum board. (Gypsum may alternately go directly on deck below insulation also).	
8.	Deck:	C-15/32 (Letter Listing 7/88)	Incline: 1-1/2
	Insulation:	EPS/Perlite or EPS/wood fiber 3/4 to 4 inches. (6 inch offset in joints)	
	Barrier Board:	5/8 inch gypsum board.	
9.	Deck:	C-15/32	Incline: 1
	SlipSheet:	Manniglas 1200, 15 mil.	
	Insulation:	Perlite, 3/4 to 3 Inches (6 inch offset of plywood joints).	
10.	Deck:	C-15/32	Incline: 1
	Barrier Board:	1/2 inch gypsum board, mechanically fastened.	
	Insulation:	(Optional) Glass fiber: 1-1/16 to 2-3/4 inch, or perlite 3/4 to 3 inches (6 inch offset of the insulation joints.)	
11.	Deck:	C-3/4" (Letter Listing 9/89)	Incline: 1
	Insulation:	Polyisocyanurate, any thickness	
	Barrier Board:	5/8 inch gypsum board (joints staggered a minimum of 6" from the plywood deck joints.)	
12.	Deck:	C-15/32 (Letter Listing 11/1/90)	Incline: 1
	Barrier Board:	1/2 inch gypsum	

13. Deck:	C- 15/32		Incline: 1/2
Base Sheets:	One or more layers each of M-394, M-426, and G-2 base sheets.		
Insulation:	American Western “R-Board 400”. Apache “White line” International Permalite “Iso-Lite”, Atlas Energy “AC Foam”, Celotex “Hy-Tec, Hy-Tec II”, Energy Lok “Top R-11”, Homesote “Ultra M-II”, Manville “Ultra Gard Gold”, NRG “Energy I”, R-Max “Multi-Max”, Temple-Eastex “Tempro HD”, Firestone ISO 95-GW, 1.4 inches thick minimum, mechanically fastened in place.		
14. Deck:	C-15/32	(Letter Listing 2/28/93)	Incline: 1/4
Insulation:	EPS any thickness.		
Barrier Board:	7/8" gypsum		
15. Deck:	C-15/32	(Letter Listing 10/3/94)	Incline: 1/4
Slip Sheet:	15 mil Manninglas (M-426 slip sheet)		
Insulation:	Celotex "Hy Therm AP" or NRG " E' NRG' Y' 2G", 2 inches thick minimum EPS any thickness.		
Barrier Board:	7/8" gypsum		
16. Deck:	C-3/4	(Letter Listing 8/89)	Incline: 1/8
Insulation:	1.5 to 6.25 EPS loose laid or mechanically fastened.		
Barrier Board:	5/8 gypsum		
17. Deck:	C-15/32	(Letter Listing 12/2/87)	Incline: 1/8
Barrier Board:	One layer of 5/8" minimum (U.L. Classified) board.		
Insulation:	One layer of American Western “R board 400” (3 inch maximum)		
18. Deck:	C-15/32	(Letter Listing 11/5/97)	Incline: 1/8
Insulation:	Atlas "AC Foam II" 3 inches thick minimum (Joints offset a minimum of 6 inches.)		

Class B - Mechanically Fastened, Non-Combustible Deck

1. Deck:	NC		Incline: 1-1/2
Insulation:	Glass fiber 3/4 to 1-11/16 inches, Manville “Fesco Foam” 1-5/8 to 3-1/4 inches, perlite 3/4 to 3 inches, or wood fiber 1/2 to 1 inch minimum.		
2. Deck:	NC		Incline: 1-1/2
Insulation:	Celotex “Thermax Hy-Tec”, Atlas Energy “AC Foam”, R-Max “Multi-Max”, Manville Corp. “Ultra-Gard Gold”, any thickness.		
3. Deck:	NC		Incline: 1
Insulation:	Firestone “ISO 95-GW”		

Class B - Mechanically Fastened, Combustible Deck

1. Deck:	C-15/32 inch		Incline: 2
Base Sheet:	One or more layers of M-394 slip sheet, M-426 slip sheet and G-2 base sheet.		
Insulation:	American Western “R-Board 400”. Apache “White line” International Permalite “Iso-Lite”, Atlas Energy “AC Foam”, Celotex “Hy-Tec, Hy-Tec II”, Energy Lok “Top R-11”, Homesote “Ultra M-II”, Manville “Ultra Gard Gold”, NRG “Energy I”, R-Max “Multi-Max”, Temple-Eastex “Tempro Standard”, Firestone “ISO 95-GW”, 1.4 inches thick minimum, mechanically fastened in place.		
2. Deck:	C-15/32 inch	(Letter Listing 5/27/88)	Incline: 1/4
Slip Sheet:	One layer M-394 underlayment		
Insulation:	Perlite - 3/4 maximum covered with nominal 1" thick polyisocyanurate insulation.		
3. Deck:	C-15/32 inch	(Letter Listing 8/18/88)	Incline: 1-1/2
Slip Sheet:	One layer M-394 underlayment.		
Insulation:	Perlite - 3/4" maximum, covered with R-MAX “Multi-Max”.		

4. Deck:	C-15/32 inch	(Letter Listing 10/11/88)	Incline: 1/2
Base Sheet:	One or more layers of M-394 slip sheet, or G-2 base sheet.		
Insulation:	American Western "R-Board 400". Apache "White line", International Permalite "Top R-11", Homesote "Ultra M-II", Manville "Ultra Gard Gold", NRG "Energy I", R-Max "Multi-Max", Temple-Eastex "Tempro Standard, Tempro HD", Firestone "ISO 95-GW", 1.4 inches thick minimum, mechanically fastened inplace.		
5. Deck:	C-15/32 inch		Incline: 1/4
Slip Sheet:	Manniglass 1200, 15 mils.		
Insulation:	Perlite - 3/4 inch thick minimum (6 inch offset of insulation joints from plywood joints).		
6. Deck:	C-3/4 inch	(Letter Listing 7/15/88)	Incline: 1/4
Slip Sheet:	One layer of 10 mil (minimum) "Manniglass 1200".		
Insulation:	Glass fiber 15/16 to 4" thick, mechanically fastened.		
7. Deck:	C-1/2 inch	(Warnock Hersey Listing)	Incline: 1/4
Base Sheets:	Two or more layers of U.L. Classified G-2 base sheet.		

ADDITIONAL SPECIFICATIONS:

1. Unless otherwise indicated, the specified membrane is fastened to the deck with screws and metal or plastic discs. The laps are hot air welded or sealed with "M-734 White Welding Solution" at a rate of 1 gal./sq. 1/4" bead of the same welding solution must be flood coated to seal any exposed cut edges.

2. The order in which materials are listed within each listing above reflects the order in which they are to be installed on the roof. For example, the first material after deck will be the first material placed on the deck, and the second, next.

3. The use of a vapor barrier in the application of any of the above listings does not alter the listing in any way. (Letter 5/18/97)

4. The use of pedastals in ballasted systems in no way alters the fire rating of any ballasted system.

5. M-426 slip sheet may be substituted in any listing citing 15 mil Manning Glass 1200 as a slip sheet. (Letter listing 9/17/97)

M-394 and M-426 are Burke proprietary products.

All G-2 base sheet included in these listings must be U.L. Classified.

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Attachment F: Air Disinfection Systems

City of Montebello

City of Montebello – Air Disinfection Systems Inventory

Product:	WellAir Protect 900
Quantity:	288 Units
Location:	Various facilities throughout the city
Equipment Details:	See specification sheet attached below

IAQ DISTRIBUTION

wellair

Protect 900

The WellAir Protect 900 is a medical-grade, airborne infection control device that inactivates aerosolized viruses, bacteria, mold spores and pollen within the breathing zone. Easy to use, flexible in positioning, and quiet in operation, the portable device provides the safest and most cost-effective airborne pathogen protection in a continuous manner to people in small-to-medium sized rooms or within the occupied spaces of larger rooms. The device uses two NanoStrike™ coils with a dual-speed fan. It can be deployed using one of our specially designed stands.



Protect 900 with Stand

Protected by NanoStrike™ technology

MODEL
WellAir Protect 900
Wall mountable, countertop or stand-alone unit supplied with 6.6 ft power cord

ELECTRICAL RATING
Single Phase, 100 - 120 VAC, 60 Hz
Fuse Rated at 120 VAC, 3 Amps, Listed

POWER CONSUMPTION
Maximum 14W

CONSTRUCTION + COLOR
Precision-cut fabricated metal casing in a silver anti-bacterial powder coat finish

DIMENSIONS + WEIGHT
14.4" (h) × 14.4" (w) × 4.5" (d)
(36.6 × 36.6 × 11.4 cm)
Approx. 10.4 lbs (4.7 kg)

ELECTRICAL CONNECTION
Switched and fused with a grounded, molded power cord

FAN AIR FLOW VOLUME
Speed I = 129 CFM
Speed II = 153 CFM

NOISE LEVEL
Speed I = 40 dB
Speed II = 45 dB

OPERATING CONDITIONS
50 – 95 °F (10 – 35 °C)
10-75% Relative Humidity

SHIPPING / STORAGE CONDITIONS
41 – 122 °F (5 – 50 °C)
Maximum 95% Relative Humidity

QUALITY & SAFETY
Manufactured under ISO 9001, ISO 14001 & OHSAS 18001

UL867 - Safety for Electrostatic Air Cleaners
cUL
IEC 60601-1
IEC 60601-1-2

UL CERTIFIED E356410

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The Wellair 900 Difference



Leveraging Patented NanoStrike Technology proven to inactivate pathogens at the DNA level

Over 70+ 3rd party studies showing efficacy in destroying pathogens in sub seconds

No filter change outs, internal components replacements, or ongoing maintenance needed. Zero cost of ownership

10year useful Life / 3 year warranty

No functional degradation over time

Technology backed by manufacturer medical advisory board

14w low energy consumption

Wall mount / table stand / portable stand

Under 40dB of sound output

CARB certified

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Learn more at **iaqdistribution.com**

Attachment G: Miscellaneous Improvements

City of Montebello

City of Montebello – Bathroom Improvements

Miscellaneous improvements will be made to the men’s and women's restrooms that are next to the city manager’s office at the City Hall building. The improvements will upgrade and modernize the restrooms.

Attachment H: Renewable Energy Systems

City of Montebello

System Design

Location:	**Aquatic Center**
Address:	1300 W Olympic Blvd, Montebello, CA 90640
Power Rating:	125.4 kW-DC
Estimated Annual Production:	202,457 kWh



Location:	**City Hall**
Address:	1600 W Beverly Blvd, Montebello, CA 90640
Power Rating:	521.5 kW-DC (Carport only in the layout below)
Estimated Annual Production:	806,208 kWh



Location:	**City Hall**
Address:	1600 W Beverly Blvd, Montebello, CA 90640
Power Rating:	262.6 kW-DC (Rooftop only in the layout below)
Estimated Annual Production:	426,033 kWh



Location:	**Montebello Golf Course**
Address:	901 Via San Clemente, Montebello, CA 90640
Power Rating:	380.4 kW-DC
Estimated Annual Production:	647,821 kWh



Location:	**Montebello Golf Course**
Address:	901 Via San Clemente, Montebello, CA 90640
Power Rating:	597.5 kW-DC
Estimated Annual Production:	998,505 kWh



Location:	**Transportation Facility**
Address:	400 S Taylor Ave, Montebello, CA 90640
Power Rating:	447.9 kW-DC
Estimated Annual Production:	719,790 kWh



Location:	**Transportation Facility**
Address:	400 S Taylor Ave, Montebello, CA 90640
Power Rating:	212.8 kW-DC
Estimated Annual Production:	352,864 kWh



Location:	**Youth Center**
Address:	236 S Taylor Ave, Montebello, CA 90640
Power Rating:	112.1 kW-DC
Estimated Annual Production:	161,152 kWh



Assumptions:

1. All technology & equipment specified/used in this project will meet or exceed all currently applicable & proposed safety, environmental and interconnection standards, as well as all fire safety requirements.
2. All PV system equipment & components will be UL certified.
3. ABS will obtain permits (without any building and safety or planning fees from the City of Montebello) & utility approvals necessary to install the PV System.
4. Assumes all carport foundation drilling in clean dirt. All rock drilling to be at additional costs.
5. Interconnection work/outages will be scheduled during normal business hours.
6. Building department and utility inspections will be scheduled during normal business hours.
7. Pricing assumes that ABS's employees will have free and clear access to all array locations simultaneously during business hours (M-F 0700-1700).
8. ABS will provide electrical drawings stamped by a licensed California Registered Electrical Professional Engineer.
9. The planned AC electrical tie-in will not require component upgrades or improvements.
10. The System & installation will meet all requirements for interconnection with appropriate documentation. ABS will be responsible for providing all documentation.
11. System layout is acceptable to AHJ in terms of clearances.
12. Single mobilization and completion of project in one phase.
13. As built plans are available for engineering reference.
14. 7.49° tilt maximum on carports.
15. 10' clear height maximum on carports with the exception of the carport at the bus parking lot that will have a 14' clear height.
16. ABS is not responsible for superficial marking of parking area due to use of equipment.
17. On-site staging areas are available for storage of equipment and materials.
18. No special safety requirements beyond ABS's standard safety regulations will be enforced.
19. Pricing includes NEMA 3R painted steel electrical equipment
20. Module pricing is based on current market value. Price is subject to adjustment based on market conditions at time of construction.
21. Steel pricing is based on current market value. Price is subject to adjustment based on market conditions at time of construction.
22. Ground penetrating radar (GPR) is accurate down to a depth of 3'-4'. There may be underground utilities below this level that are untraceable with GPR that would require the use of an underground camera to be located at additional cost.
23. Pricing assumes the structure can support the additional loads of the PV array system as well as the erection equipment.
24. Pricing is based on prevailing wage rates.

Exclusions:

1. UL recertification of existing electrical equipment beyond our scope of work
2. Repairs of any electrical code violations at the existing facility
3. Removal and/or disposal of hazardous materials
4. Arc flash or breaker coordination studies
5. 3rd party (private) locating services
6. Pedestrian & vehicle traffic control
7. Re-creation of building plan sets
8. Union project labor agreements
9. Lightening protection systems
10. Revenue grade metering
11. ADA design/compliance
12. Sprinklers & gutters
13. Inverter enclosures
14. Phasing
15. Electrical infrastructure upgrades

Underground Exclusions:

Surfaces upon which carports are to be installed, must permit the movement and weight of the drilling or lifting equipment. ABS shall not be responsible for any damages to the surfaces due to the use of the movement, drilling, or lifting equipment. The Purchaser expressly warrants that the asphalt, concrete, or other surface of the access route and / or the area in which the Purchaser has carefully examined the work site, have been carefully examined and approved for the work contemplated and the layout of the carport. The Purchaser also approves of jackhammering and drilling of caisson type footings as part of the work contemplated.

Two (2) foot tolerance must exist in any direction where footing holes are being drilled. If two (2) foot tolerance is not feasible, ABS must be notified immediately. If the carports cannot be moved to accommodate the two-foot tolerance, the footing holes must be hand dug and the Purchaser will bear the additional expense. If it is necessary to step the carport structure down due to change in grade not previously agreed by ABS and the Purchaser, the Purchaser is responsible for any extra material and labor expense. Installation shall not commence until a contract change order is signed by all parties involved.

The Purchaser is responsible for any investigations of sub-surface conditions in areas where work is to be performed to determine the location of underground objects including, but not limited to: pipelines, sewers, telephone lines, gas lines, electrical lines, conduit, sprinklers, etc. Footing holes must be hand dug if the underground objects are located within two feet of any footing hole. Installation shall not commence until a contract change order is signed by all parties involved. If the Purchaser fails to determine the location of the underground objects or fails to

inform ABS of the location of the underground objects, then the Purchaser is liable for any damage done to any of the underground objects.

The Purchaser indemnifies ABS and its installers from any loss, claim, and expense that ABS and its installers or subcontractors might incur as a consequence of damage done to underground objects described above.

Should site and soil or concealed conditions below the surface of the ground encountered in the performance of the work vary from those indicated by the Purchaser or should unknown physical conditions below the surface of the ground differ from those ordinarily encountered, an adjustment to the contract price will be agreed upon and a contract change order issued, and work will cease until the contract change order is signed by all parties involved.

The Purchaser is responsible for keeping the area where the carports are to be erected, free and clear of any / all obstructions at all times during the installation. If ABS and / or its installers / subcontractors are forced to pull off the job site for any reason beyond the installers control, the Purchaser is responsible for the security of the materials while the installer is gone. If materials are missing upon the installers return to the work site, the Purchaser will bear the expense of replacement.

ABS will remove its spoils to a jobsite location as directed by the project manager. ABS will not be responsible for labor or cost to remove spoils from off the jobsite.

powered by Q.ANTUM DUO Z



Q.PEAK DUO XL-G10.3 / BFG
470-485

BIFACIAL DOUBLE GLASS MODULE WITH EXCELLENT RELIABILITY AND ADDITIONAL YIELD

EUPD RESEARCH TOP BRAND PV MODULES EUROPE 2020

Q CELLS Yield Security



BIFACIAL ENERGY YIELD GAIN OF UP TO 20 %
Bifacial Q.ANTUM solar cells with zero gap cell layout make efficient use of light shining on the module rear-side for radically improved LCOE.

LOW ELECTRICITY GENERATION COSTS
Q.ANTUM DUO Z combines cutting edge cell separation and innovative wiring with Q.ANTUM Technology for higher yield per surface area, lower BOS costs, higher power classes, and an efficiency rate of up to 21.2 %.

INNOVATIVE ALL-WEATHER TECHNOLOGY
Optimal yields, whatever the weather with excellent low-light and temperature behavior.

ENDURING HIGH PERFORMANCE
Long-term yield security with Anti LID and Anti PID Technology[1], Hot-Spot Protect and Traceable Quality Tra.Q™.

FRAME FOR VERSATILE MOUNTING OPTIONS
High-tech aluminum alloy frame protects from damage, enables use of a wide range of mounting structures and is certified regarding IEC for high snow (5400 Pa) and wind loads (2400 Pa).

A RELIABLE INVESTMENT
Double glass module design enables extended lifetime with 12-year product warranty and improved 30-year performance warranty[2].

[1] APT test conditions according to IEC / TS 62804-1:2015 method B (–1500 V, 168 h) including post treatment according to IEC 61215-1-1 Ed. 2.0 (CD)
[2] See data sheet on rear for further information.

THE IDEAL SOLUTION FOR:

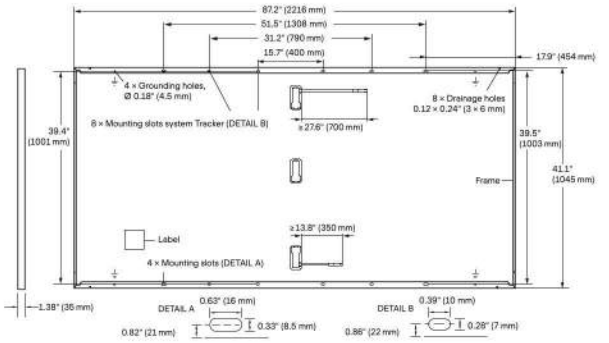
Ground-mounted solar power plants

Engineered in Germany

Q CELLS

MECHANICAL SPECIFICATION

Format	87.2 in × 41.1 in × 1.38 in (including frame) (2216 mm × 1045 mm × 35 mm)
Weight	64.2 lbs (29.1 kg)
Front Cover	0.08 in (2.0 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	0.08 in (2.0 mm) semi-tempered glass
Frame	Anodized aluminum
Cell	6 × 26 monocrystalline Q.ANTUM solar half cells
Junction Box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), IP67, with bypass diodes
Cable	4 mm² Solar cable; (+) ≥27.6 in (700 mm), (–) ≥13.8 in (350 mm)
Connector	Stäubli MC4-Evo2, Hanwha Q CELLS HQC4, IP68



Drawing not to scale

ELECTRICAL CHARACTERISTICS

POWER CLASS			470		475		480		485	
MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC[1] AND BSTC[1] (POWER TOLERANCE +5 W / –0 W)				BSTC*		BSTC*		BSTC*		BSTC*
Minimum	Power at MPP[1]	P_{MPP} [W]	470	514.1	475	519.6	480	525.0	485	530.5
	Short Circuit Current[1]	I_{SC} [A]	11.04	12.08	11.08	12.12	11.12	12.17	11.16	12.21
	Open Circuit Voltage[1]	V_{OC} [V]	52.91	53.10	53.15	53.34	53.39	53.58	53.63	53.82
	Current at MPP	I_{MPP} [A]	10.51	11.50	10.55	11.54	10.59	11.58	10.63	11.63
	Voltage at MPP	V_{MPP} [V]	44.73	44.72	45.03	45.02	45.33	45.32	45.63	45.62
	Efficiency[1]	η [%]	≥20.3	≥22.2	≥20.5	≥22.4	≥20.7	≥22.7	≥20.9	≥22.9

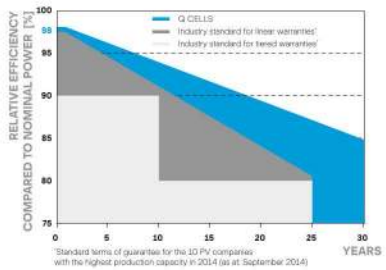
Bifaciality of P_{MPP} and I_{SC} 70 % ±5 % • Bifaciality given for rear side irradiation on top of STC (front side) • According to IEC 60904-1-2

[1] Measurement tolerances P_{MPP} ±3 %; I_{SC}, V_{OC} ±5 % at STC: 1000 W/m²; *at BSTC: 1000 W/m² + φ × 135 W/m², φ = 70 % ±5 %, 25±2 °C, AM 1.5 according to IEC 60904-3

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT[2]						
Minimum	Power at MPP	P_{MPP} [W]	353.8	357.6	361.4	365.1
	Short Circuit Current	I_{SC} [A]	8.89	8.92	8.96	8.99
	Open Circuit Voltage	V_{OC} [V]	50.04	50.27	50.49	50.72
	Current at MPP	I_{MPP} [A]	8.27	8.30	8.34	8.37
	Voltage at MPP	V_{MPP} [V]	42.77	43.06	43.35	43.63

[2] 800 W/m², NMOT, spectrum AM 1.5

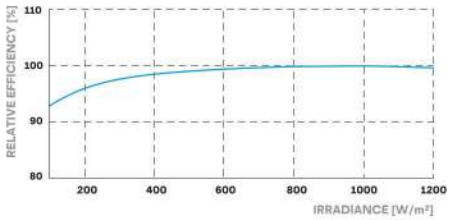
Q CELLS PERFORMANCE WARRANTY



At least 98 % of nominal power during first year. Thereafter max. 0.45 % degradation per year. At least 93.95 % of nominal power up to 10 years. At least 84.95 % of nominal power up to 30 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Q CELLS sales organisation of your respective country.

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25 °C, 1000 W/m²)

TEMPERATURE COEFFICIENTS						
Temperature Coefficient of I_{SC}	α	[%/K]	+0.04	Temperature Coefficient of V_{OC}	β	[%/K]	–0.27
Temperature Coefficient of P_{MPP}	γ	[%/K]	–0.34	Nominal Module Operating Temperature	NMOT	[°F]	108±5.4 (42±3 °C)

PROPERTIES FOR SYSTEM DESIGN

Maximum System Voltage V_{SYS}	[V]	1500	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI / UL 61730	TYPE 29[4]
Max. Design Load, Push / Pull[3]	[lbs/ft²]	75 (3600 Pa) / 33 (1600 Pa)	Permitted Module Temperature on Continuous Duty	–40 °F up to +185 °F (–40 °C up to +85 °C)
Max. Test Load, Push / Pull[3]	[lbs/ft²]	113 (5400 Pa) / 50 (2400 Pa)		

[3] See Installation Manual

[4] New Type is similar to Type 3 but with metallic frame

QUALIFICATIONS AND CERTIFICATES

UL 61730, CE-compliant,
IEC 61215:2016, IEC 61730:2016,
U.S. Patent No. 9,893,215
(solar cells);
Certification in process.

C Certified US
UL 61730

CE

TÜVRheinland CERTIFIED
www.tuv.com
ID 1111220277

Note: Installation instructions must be followed. See the installation and operating manual or contact our technical service department for further information on approved installation and use of this product.

Hanwha Q CELLS America Inc.
400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | **TEL** +1 949 748 59 96 | **EMAIL** inquiry@us.q-cells.com | **WEB** www.q-cells.us

Specifications subject to technical changes © **Q CELLS** Q.PEAK DUO XL-G10.3/BFG_470-485_2021-01_Rev01_NA

50/60kW, 1000Vdc String Inverters for North America

The 50 & 60kW (55 & 66kVA) medium power CPS three phase string inverters are designed for ground mount, large rooftop and carport applications. The units are high performance, advanced and reliable inverters designed specifically for the North American environment and grid. High efficiency at 98.8% peak and 98.5% CEC, wide operating voltages, broad temperature ranges and a NEMA Type 4X enclosure enable this inverter platform to operate at high performance across many applications. The CPS 50/60KTL products ship with either the Standard wire-box or the Rapid Shutdown wire-box, each fully integrated and separable with touch safe fusing, monitoring, and AC and DC disconnect switches. The integrated PLC transmitter in the Rapid Shutdown wire-box enables PVRSS certified module-level rapid shutdown when used with the Tigo TS4-F/TS4-A-F/TS4-A-2F products and APS RSD-S-PLC/RSD-D products. The CPS FlexOM Gateway enables monitoring, controls and remote product upgrades.



CPS SCA50KTL-DO/US-480
CPS SCA60KTL-DO/US-480

Key Features

- NEC 2017/2020 PVRSS Certified Rapid Shutdown
- 55 & 66kVA rating allows max rated Active Power @±0.91PF
- Selectable Max AC Apparent Power of 50/55kVA and 60/66kVA
- NEC 2014/17 compliant & UL listed Arc-Fault circuit protection
- 15-90° Mounting orientation for low profile roof installs
- Optional FlexOM Gateway enables remote FW upgrades
- Integrated AC & DC disconnect switches
- 3 MPPT's with 5 inputs each for maximum flexibility
- NEMA Type 4X outdoor rated, tough tested enclosure
- UL1741 SA Certified to CA Rule 21, including SA8 through SA18
- Separable wire-box design for fast service
- Standard 10 year warranty with extensions to 20 years



50/60KTL Standard Wire-box



50/60KTL Rapid Shutdown Wire-box

C US

This device complies with part 15 of the FCC Rules

© CHINT POWER SYSTEMS AMERICA 2022/1-MKT NA

Chint Power Systems America
6800 Koll Center Parkway, Suite 235 Pleasanton, CA 94566
Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

Model Name	CPS SCA50KTL-DO/US-480	CPS SCA60KTL-DO/US-480
DC Input		
Max. PV Power	90kW (33kW per MPPT)	
Max. DC Input Voltage	1000Vdc	
Operating DC Input Voltage Range	200-950Vdc	
Start-up DC Input Voltage / Power	330V / 80W	
Number of MPP Trackers	3	
MPPT Voltage Range @ PF>0.99	480-850Vdc	540-850Vdc
Max. PV Short-Circuit Current (Isc x 1.25)	204A (68A per MPPT)	
Number of DC Inputs	15 inputs, 5 per MPPT	
DC Disconnection Type	Load-rated DC switch	
DC Surge Protection	Type II MOV, 2800V_C, 20kA I_{TM} (8/20μS)	
AC Output		
Rated AC Output Power @ PF>0.99 to ±0.91[1]	50kW	60kW
Max. AC Apparent Power (Selectable)	50/55kVA	60/66kVA
Rated Output Voltage	480Vac	
Output Voltage Range[2]	422 - 528Vac	
Grid Connection Type	3Φ / PE / N (Neutral optional)	
Max. AC Output Current @480Vac	60.2/66.2A	72.2/79.4A
Rated Output Frequency	60Hz	
Output Frequency Range[2]	57 - 63Hz	
Power Factor	>0.99 (±0.8 adjustable)	
Current THD @ Rated Load	<3%	
Max. Fault Current Contribution (1 Cycle RMS)	64.1A (1.06/0.88 PU)	
Max. OCPD Rating	110A	125A
AC Disconnection Type	Load-break rated AC switch	
AC Surge Protection	Type II MOV, 1240V_C, 15kA I_{TM} (8/20μS)	
System and Performance		
Topology	Transformerless	
Max. Efficiency	98.8%	
CEC Efficiency	98.5%	
Stand-by / Night Consumption	<1W	
Environment		
Enclosure Protection Degree	NEMA Type 4X	
Cooling Method	Variable speed cooling fans	
Operating Temperature Range[3]	-22°F to +140°F / - 30°C to +60°C	
Non-Operating Temperature Range[4]	No low temp minimum to +158°F / +70°C maximum	
Operating Humidity	0 to 100%	
Operating Altitude	13,123.4ft / 4000m (derating from 9842.5ft / 3000m)	
Audible Noise	<60dBA @ 1m and 25°C	
Display and Communication		
User Interface and Display	LCD+LED	
Inverter Monitoring	SunSpec, Modbus RS485	
Site Level Monitoring	CPS FlexOM Gateway (1 per 32 inverters)	
Modbus Data Mapping	CPS	
Remote Diagnostics / FW Upgrade Functions	Standard / (with FlexOM Gateway)	
Mechanical		
Dimensions (HxWxD)	39.4 x 23.6 x 10.24in. (1000 x 600 x 260mm)	
Weight	Inverter: 123.5lbs/56kg; Wire-box: 33lbs/15kg	
Mounting / Installation Angle[5]	15 to 90 degrees from horizontal (vertical or angled)	
AC Termination	M8 Stud Type Terminal Block (Wire range: #6 - 3/0AWG CU/AL , Lugs not supplied)	
DC Termination[6]	Screw Clamp, Neg. Busbar (RSD version[6]) Wire range: #14 - #6AWG CU	
Fused String Inputs (5 per MPPT)[7]	RSD[6] and Standard Wire-box: 20A fuses provided (Fuse values up to 30A acceptable)	
Safety		
Certifications and Standards	UL1741-SA Ed. 2, UL1699B, CSA-C22.2 NO.107.1-01, IEEE1547a-2014; FCC PART15	
Selectable Grid Standard	IEEE 1547a-2014, CA Rule 21, ISO-NE	
Smart-Grid Features	Volt-RideThru, Freq-RideThru, Ramp-Rate, Specified-PF, Volt-VAr, Freq-Watt, Volt-Watt	
Warranty		
Standard	10 years	
Extended Terms	15 and 20 years	

1) Active Power Derating begins; at PF=±0.91 to ±0.8 when Max AC Apparent Power is set to 55 or 66kVA.
2) The "Output Voltage Range" and "Output Frequency Range" may differ according to the specific grid standard.
3) Active Power Derating begins; at 40°C when PF=±0.9 and MPPT ≥Vmin, at 45°C when PF=1 and MPPT ≥Vmin, and at 50°C when PF=1 and MPPT V ≥ 700Vdc.
4) See user manual for further requirements regarding non-operating conditions.
5) Shade Cover accessory required for installation angles of 75 degrees or less.
6) RSD wire-box only includes fuses/fuseholders on the positive polarity, compliant with NEC 2017, 690.9 (C).
7) Fuse values above 20A have additional spacing requirements or require the use of the Y-Comb Terminal Block. See user manual for details.

AGREEMENT NO. 4060

EQUIPMENT LEASE-PURCHASE AGREEMENT

BETWEEN

ALLIANCE FUNDING SOLUTIONS, INC., a California corporation, as Lessor

AND

CITY OF MONTEBELLO, as Lessee

DATED AS OF

January __, 2023

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Lease Documents:

Equipment Lease-Purchase Agreement;

Exhibit A – Description of Equipment;

Exhibit B - Equipment Schedule, including Schedule 1 (Rental Payment Schedule);

Exhibit C – Notice and Acknowledgment of Assignment;

Exhibit D – Insurance Certification;

Exhibit E – Essential Use Certificate;

Exhibit F – Incumbency and Closing Certificate;

Exhibit G – Opinion of Lessee's Counsel;

Exhibit H – Tax Opinion of Lessee's Counsel;

Exhibit I – INTENTIONALLY OMITTED;

Exhibit J – Post Issuance Tax Compliance Procedures;

Exhibit K – Escrow Agreement, including Schedule A (Notice and Acknowledgment of Assignment of Escrow Agreement;

Exhibit L – City Council Meeting Resolution from Meeting Held on January 25, 2023; affidavit of publication for notice of public hearing

Exhibit M – IRS Form 8038-G; and

Exhibit N – Closing Memorandum/Payment Proceeds Direction.

Other Documents:

Installation Agreement

UCC-1 Financing Statement

CDIAC Filings

Lessee's Form W-9

Insurance Certificates

Payment and Performance Bonds, with Dual Obligee Rider naming Lessor and its successors and assigns as additional insured

EQUIPMENT LEASE-PURCHASE AGREEMENT

THIS EQUIPMENT LEASE-PURCHASE AGREEMENT (as amended or supplemented from time to time, this "**Lease Agreement**") dated as of January __, 2023, between ALLIANCE FUNDING SOLUTIONS, INC., a California corporation (together with its successors and/or assigns, the "**Lessor**"), whose mailing address is 12520 High Bluff Drive, Suite 345, San Diego, California 92130, and the CITY OF MONTEBELLO, a political subdivision of the State of California (the "**Lessee**"), whose mailing address is 1600 W Beverly Boulevard, Montebello, California 90640.

WITNESSETH:

WHEREAS, the Lessor has agreed to purchase and lease the Equipment (as hereinafter defined) to the Lessee, and the Lessee has agreed to lease back and purchase the Equipment from the Lessor, pursuant to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other good and valuable considerations, the mutual parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

For purposes of this Lease Agreement and any related documents, the following definitions will apply:

1.1 Acceptance Certificate and Payment Request. A certificate in the form attached as Exhibit A to the Escrow Agreement attached hereto as Exhibit K by which the Lessee accepts delivery of all or a portion of the Equipment and requests payment from the Escrow Fund in payment thereof.

1.2 Authorized Representative. Shall mean, with respect to the Lessee, the Chairman (or similar designation) of the Governing Body or other person or officer approved by the Lessee in writing.

1.3 Code. Shall mean the Internal Revenue Code of 1986, as amended.

1.4 Commencement Date. Shall have the meaning set forth on Exhibit B.

1.5 Concluding Payment. Shall have the meaning set forth in Article 18.

1.6 Costs of the Equipment. $26,270,796, which is the total cost of acquisition and installation of the Equipment, including costs of issuance in connection with the execution and delivery of this Lease Agreement.

1.7 Default Rate. Shall have the meaning set forth in Section 4.3.

1.8 Equipment. The personal property described in Exhibit A to this Lease Agreement that is now or may hereafter from time to time become attached hereto and incorporated herein by reference, together and with any and all additions, modifications, attachments, substitutions, repairs, accessories, replacements and parts thereof and all insurance and/or proceeds therefrom.

1.9 Escrow Fund. The fund created under the Escrow Agreement, as provided in Article 5 hereof.

1.10 Fiscal Year. Shall mean July 1 through June 30 of each year.

1.11 Governing Body. Shall mean the City Council of Lessee.

1.12 Lease Term. The period of time described in Article 3 of this Lease Agreement.

1.13. Rental Payments. The basic rental payments payable by the Lessee pursuant to Article 4 of this Lease Agreement.

1.14. State. Shall mean the State of California.

ARTICLE 2

LEASE

The Lessor hereby demises, lets and leases to the Lessee, and the Lessee hereby rents, leases and hires from the Lessor, the Equipment listed on Exhibit A attached hereto and incorporated herein by reference. The Lessee shall be entitled to possession of each piece of the Equipment and may retain possession of the Equipment so long as the Lessee is not in default under this Lease Agreement. THIS LEASE IS NOT A PLEDGE OF THE FULL FAITH AND CREDIT OF THE LESSEE, AND DOES NOT CREATE ANY OBLIGATION ON THE PART OF THE LESSEE EXCEPT AS SPECIFICALLY STATED HEREIN. The Lessee's obligation to pay all Rental Payments payable hereunder and the Lessee's obligations otherwise to perform its obligations under or with respect to this Lease Agreement and the other Lease Documents, (1) constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement, and (2) are and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including (i) any right of setoff, counterclaim, recoupment, deduction, abatement, defense or other right which the Lessee may have against the Lessor, the manufacturer or vendor of the Equipment, or any other Person, for any reason whatsoever, including, those arising or allegedly arising out of claims (present or future, alleged or actual, and including claims arising out of strict liability in tort or negligence of the Lessor) of the Lessee against the Lessor under this Lease Agreement or otherwise, (ii) any defect in the title, condition, design, operation, or fitness for use of, or any damage to or loss or destruction of all or any portion of, the Equipment, or any interruption or cessation in the use or possession thereof by the Lessee or any other Person for any reason whatsoever, (iii) the existence of any collateral, guaranty or security interest, (iv) any insolvency, bankruptcy, reorganization or similar proceedings by or against Lessee, (v) any force majeure, or (vii) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing. It is the intention of the parties that all Rental Payments and other amounts due hereunder shall continue to be payable in all events

in the manner and at the times set forth herein unless the obligation to do so shall have been terminated pursuant to the express terms hereof.

ARTICLE 3

LEASE TERM

The Lease Term shall commence on the Commencement Date and shall terminate, except as otherwise expressly provided herein, upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Article 18 hereof and payment of the Concluding Payment and all amounts payable in connection therewith; (b) a default by the Lessee and the Lessor's election to terminate this Lease Agreement pursuant to Articles 14; (c) ; or (d) the payment by the Lessee of all Rental Payments authorized or required to be paid by the Lessee hereunder during the Lease Term.

ARTICLE 4

RENTAL PAYMENTS

4.1 Amount and Times of Payment. The Lessee hereby agrees to pay rental payments hereunder in the amounts and on the dates identified in Exhibit B. A portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

4.2 Rental Payments. All rental payments required to be made to the Lessor hereunder shall be made by wire or other form of electronic payment in accordance with written instructions provided by Lessor or, with Lessor's consent, by such other commercially reasonable method of payment. The Lessee shall pay the rental payments in lawful money of the United States of America from monies legally available therefor.

4.3 Late Charges. Whenever any rental payment or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) business days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the "**Default Rate**," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less.

4.4 Abatement of Rental Payments. If there is substantial interference with or loss of Lessee's beneficial use or operation of the Equipment subject to this Lease Agreement (a "**Loss of Use or Occupancy**"), rental payments due hereunder and other amounts shall be subject to abatement during any period in which there is a Loss of Use or Occupancy in the same proportion that the portion of the Equipment unavailable for Lessee's beneficial use and operation bears to all of the Equipment subject to this Lease Agreement; provided, however, that during such abatement, special sources of legally available and/or properly appropriated funds may and the proceeds of funds derived from rental abatement insurance, shall be applied to pay the rental payments in accordance with the terms of this Lease, including, without limitation, Section 6.7 hereof. For each potential Loss of Use or Occupancy, decisions on (1) whether or not abatement shall apply; (2) the date upon which abatement shall commence; (3) the applicable portion of rental payments to be abated; and (4) the concluding date of the particular abatement, shall all be subject to

determinations by Lessee and Lessor in concert with the provider of the insurance issued pursuant to Section 6.7 hereof. To the fullest extent permitted by applicable law, Lessee hereby waives the benefits of any and all rights to terminate this Lease Agreement (including California Civil Code Sections 1932 and 1933) by virtue of any such interference, and this Lease Agreement shall continue in full force and effect. Lessee shall notify Lessor in writing of any threat to its use or operation of the Equipment that will or may trigger an abatement hereunder within fifteen (15) days after it has knowledge of such threat. The obligation to make full rental payments with respect to the Equipment under this Lease Agreement shall recommence as of the date Lessee has regained beneficial use and operation of such Equipment, and the provisions of this Lease Agreement, including, but not limited to, dates on which rental payments are due, shall be extended for a period equal to the period the obligation to make rental payments was abated; provided, however, that the Lease Term shall not be extended for any period in excess of the greater of the estimated or actual useful life of the Equipment. Following an extension of the Lease Term pursuant to the provisions of this Section 4.4, the Rental Payment Schedule attached hereto as Schedule 1 to Exhibit B shall be deemed to be modified to reflect such extension.

4.5 Allocation of Interest. A portion of each rental payment shall be allocated to interest, with the imputed interest based on a 360-day year consisting of twelve 30-day months.

4.6 Intentionally Omitted.

4.7 Covenant to Budget and Appropriate. Lessee covenants to take such action as may be necessary to include all rental payments due under this Lease Agreement in each of its budgets during the Lease Term and to make the necessary annual appropriations for all such rental payments. The covenants on the part of Lessee in this Section 4.7 shall be deemed to be and shall be construed to be a duty imposed by applicable law and it shall be the duty of each and every public official of Lessee to take such action and do such things as are required by applicable law in the performance of the official duty of such officials to enable Lessee to carry out and perform the covenants and agreements in this Lease Agreement and agreed to be carried out and performed by Lessee.

4.8 Unconditional Current Obligation. Except as expressly set forth in this Lease Agreement (including this Article 4), Lessee agrees that as of the Commencement Date, Lessee's obligations under this Lease Agreement are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment, or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly. Lessee's obligation to pay rental payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

ARTICLE 5

ESCROW FUND

5.1 Escrow Fund. On the Commencement Date, Lessor and Lessee shall enter into an escrow agreement in form and substance attached hereto as **Exhibit K** (the "**Escrow Agreement**") dated the Commencement Date, by and among Lessor, Lessee, and the escrow agent named therein, relating to the non-interest bearing escrow fund (an "**Escrow Fund**") created thereunder. On the Commencement Date, Lessor shall deposit $19,295,796.00 (the "**Escrowed Funds**") into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement for the acquisition of the Equipment and payment of costs of issuance relating to the execution and delivery of this Lease Agreement, which shall be disbursed as provided for in the Closing Memorandum attached hereto and the Escrow Agreement.

ARTICLE 6

RESPONSIBILITIES OF LESSEE

6.1 Care and Use. The Lessee shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and at its sole cost and expense, service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or is unfit for use. Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lease Agreement and included in the term "**Equipment**" as used in this Lease Agreement. If requested by the Lessor, the Lessee shall enter into or cause to be entered into, and maintained in full force and effect during the term of this Lease Agreement, standard maintenance contracts satisfactory to the Lessor covering the Equipment and shall comply with all its obligations thereunder. The Lessee shall furnish evidence to the Lessor of such signed maintenance agreement at or prior to the date of this Lease Agreement and the payment of all charges and premiums therefor. With Lessor's prior written consent, Lessee may undertake maintenance of the Equipment by its employees in lieu of such a maintenance agreement. Substitute maintenance may be used if first approved by the Lessor in writing. Upon the early termination of this Lease Agreement pursuant to Article 14 and 15, the Lessee shall permit the Lessor to remove the Equipment from the premises in the same condition as originally received, ordinary wear and tear excepted, and in such a condition which will permit the Lessor to be eligible for such standard maintenance contract without incurring any expense to repair or rehabilitate the Equipment.

6.2 Inspection. The Lessor shall have the right upon reasonable prior notice to the Lessee to enter into and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

6.3 Utilities. The Lessee shall pay all charges for gas, water, steam, electricity, light, heat or power, telephone or other utility service, if any, furnished to or used in connection with the

Equipment during the term of this Lease Agreement. There shall be no abatement of rental payments on account of interruption of any such services.

6.4 Taxes. The Lessee agrees to pay when due any and all taxes relating to the Equipment and the Lessee's obligations hereunder, including but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Equipment by any governmental body or agency, together with any interest and penalties, other than taxes on or measured by the net income of the Lessor.

6.5 Alterations. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee shall not make any alterations, modifications or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment and at the Lessor's request, the Lessee at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

6.6 Transportation and Installation Charges. The Lessee shall be responsible for all charges relating to the transportation of the Equipment to the Lessee's location and the installation at such location.

6.7 Insurance.

(a) The Lessee shall continuously maintain at its sole cost and expense or cause to be maintained (i) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way related to the Equipment sufficient to protect Lessor and its assigns from liability in all events, (ii) casualty insurance on the Equipment covering such risks as are customarily insured against by reasonable and prudent government bodies of like size for such equipment, and in such amounts at a minimum equal to the greater of the outstanding principal amount under this Lease Agreement or the replacement value of the Equipment with such deductibles as required, and with such insurance companies as shall be reasonably satisfactory to the Lessor, and (iii) workers' compensation coverage as required by the laws of the State. Lessor shall be named as an additional insured on any such policy and all insurance for loss or damage shall provide that losses if any, shall be payable to the Lessor. Reasonable evidence of all required liability insurance shall be provided to the Lessor. The Lessee shall pay the premiums therefor and deliver to the Lessor the policies of insurance or duplicates thereof and a certification in the form of Exhibit D or other evidence reasonably satisfactory to the Lessor of such insurance coverage. Each insurer shall also agree by endorsement upon the policy or policies issued by it that it will give thirty (30) days prior written notice to the Lessor of cancellation, non-renewal, or material modification of such policy and ten (10) days prior written notice for non-payment of premium. The proceeds of such insurance, at the option of the Lessor, shall be applied: (a) toward the replacement, restoration or repair of the Equipment, or (b) toward payment of the obligations of the Lessee hereunder. The Lessee hereby appoints the Lessor as the Lessee's attorney-in-fact to make claim for, receive payment of, and execute all documents, checks or drafts received in payment of loss or damage under any such insurance policy. In lieu of the insurance policies

described above, and with the consent of the Lessor, which consent shall not be unreasonably withheld, the Lessee may self-insure the Equipment by means of a self-insurance program whereby funds are set aside and maintained for the purpose of self-insuring the property of the Lessee. If Lessee chooses to self-insure the Equipment, Lessee will, at all times, provide Lessor with evidence of the self-insurance program in form and substance satisfactory to Lessor. If at any time during the Lease Term, the Lessor in its reasonable discretion, deems it necessary so to do, the Lessee shall provide at its expense an insurance policy covering losses to the Equipment as set forth in this Section 6.7.

(b) Lessee shall maintain or cause to be maintained at its expense, throughout the Lease Term, insurance against rental payment abatement and loss of use of the related Equipment or portions thereof, with coverage equal to the maximum total rental payments payable by Lessee hereunder for any consecutive twenty-four (24) month period. The policy shall insure against abatement of rental payments payable by Lessee hereunder resulting from Lessee's loss of use of the Equipment or any substantial portion thereof and caused by any and all perils, either insured or uninsured, including earthquakes and other acts of God. Such insurance may be maintained in conjunction with or separate from any other similar insurance carried by Lessee; provided, however, Lessee shall not be permitted to self-insure with respect to the rental abatement insurance required by this subparagraph. The net proceeds of such insurance shall be payable to Lessor in amounts proportionate to Lessee's rental payments, if any, hereunder, during the restoration period in sufficient amount to make Lessor whole.

(c) Lessee shall provide or cause the Vendor for the Equipment to provide to Lessor payment and performance bonds from the Vendor, each naming the Lessor as a dual oblige and issued by a surety company rated "A" or better by AM Best in an amount equal to the Equipment.

6.8 Risk of Loss. Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder because of any such occurrence, subject to Section 4.8 hereof. If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction and sole discretion, either complete the work or pay the then applicable Concluding Payment in full, and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds. In the event there is no applicable Concluding Payment set forth in the Payment Schedule, the Concluding Payment for any such prepayment set forth in this Section 6.8 shall be in an amount equal to 104% of the outstanding principal balance of this Lease Agreement.

6.9 Performance by the Lessor of the Lessee's Responsibilities. Any performance required of the Lessee or any payments required to be made by the Lessee, if not timely performed or paid, may be performed or paid by the Lessor, and in that event, the Lessor shall be immediately reimbursed by the Lessee for these payments and for any costs and expense, legal or otherwise, associated with the payments or other performance by the Lessor, with interest thereon at the Default Rate.

6.10 Financial Statements. The Lessee agrees that it will furnish the Lessor at such reasonable times as the Lessor shall request, but in no event later than ten (10) days prior to the end of each Fiscal Year, current financial statements, including without limitation the Lessee's annual budget or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue the Lease Term for the next succeeding Fiscal Year, and permit the Lessor or its agents and representatives to inspect the Lessee's books and records and make extracts therefrom. Additionally, Lessee shall furnish to Lessor, upon request, as soon as available, but in no event later than one hundred eighty (180) days after the end of each Fiscal Year, the audited financial statements of Lessee, in customary and reasonable detail including the report provided by Lessee's auditor. The Lessee represents and warrants to the Lessor that all financial statements which have been delivered to the Lessor, if any, and accurately reflect the Lessee's financial condition and there has been no material adverse change in Lessee's financial condition as reflected in the statements since the date thereof.

ARTICLE 7

EQUIPMENT

7.1 Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto, shall be deemed to be vested in the Lessee subject to the rights of the Lessor hereunder from and after the date of the acceptance of the Equipment so long as the Lessee shall not be in default hereunder, and shall vest permanently in the Lessee upon the completion of all rental payments, free and clear of any lien or security interest of the Lessor therein. Immediately upon the occurrence of an event of default by the Lessee hereunder, title to the Equipment (and all additions, repairs, replacements or modifications thereto) shall revert to the Lessor, free and clear of any right, title or interest of the Lessee unless the Lessor elects otherwise, without the necessity of any further action or the execution of any documents by the parties. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

7.2 Security Agreement.

(a) The provisions of this Section 7.2(a) apply generally to all Equipment, regardless of the type, and the Escrow Fund: To secure the performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security

interest constituting a first priority and perfected lien and security interest on the Equipment delivered hereunder and on any attachments, proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in the Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code as enacted in the applicable state. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

(b) During the Lease Term, ownership and legal title of all of the Equipment and all substitutions, repairs, modifications, and replacements shall be in Lessee, and Lessee shall take all necessary action to vest such ownership and title in Lessee. Lessor does not own the Equipment, and, by this Lease Agreement, Lessor is merely financing the acquisition of the Equipment for the Lessee. Lessor has not been in the chain of title, does not operate, control or have possession or control over the Equipment, or Lessee's use, maintenance, operation, storage, or maintenance of the Equipment. Lessee is entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder (including its interest in the Equipment as the lessor hereunder). If Lessor terminates this Lease Agreement pursuant to the terms hereof, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

7.3 Personal Property; No Encumbrances. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. Upon request of the Lessor, Lessee shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party

taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

7.4 Liens. The Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein, except for the lien and security interest of the Lessor therein created under this Lease Agreement. The Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time.

7.5 Inspection; Acceptance and Written Notice of Defects. . Immediately upon receipt and installation of the Equipment, the Lessee shall inspect the Equipment. Unless the Lessee gives the Lessor written notice of each defect or other proper objection to the Equipment before the execution of the Acceptance Certificate and Payment Request, it shall be conclusively presumed upon execution of an Acceptance Certificate and Payment Request, as between the Lessor and the Lessee, that Lessee has fully inspected and acknowledged that the Equipment described in the Acceptance Certificate and Payment Request is in good condition and repair, has been properly installed and is performing satisfactorily, and that the Lessee is satisfied with and has accepted such Equipment in such good condition and repair.

7.6 Use of Equipment; Maintenance and Repairs. Lessee shall keep the Equipment within the State specified on Exhibit B in the "**Equipment Location**" section and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment for the purpose for which such Equipment was designed. Lessee shall at all times and at the Lessee's sole cost and expense operate, maintain, service and repair the Equipment in good operating order, repair and condition (A) in accordance and consistent with (1) the manufacturer's warranties, recommendations and all maintenance and operating manuals or service agreements, whenever furnished or entered into, including any subsequent amendments or replacements thereof, issued by the manufacturer, (2) the requirements of all applicable insurance policies, (3) preserving all rights to any warranties, indemnities or other rights or remedies (such service to include monitoring the degradation of the Equipment and enforcing or assisting with the enforcement of the applicable warranties with respect to such degradation), (4) all applicable laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance, and (5) prudent industry standards; and (B) without limiting the foregoing, so as to cause the Equipment to be in at least the same condition as when delivered to the Lessee hereunder, except for ordinary wear and tear. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

7.7 Essentiality. Lessee represents that, with respect hereto, (a) the use and operation of the Equipment is essential to its proper, efficient, and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid hereunder. On the Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit E.

7.8 Sublease. Lessee will not sublease or otherwise in any manner transfer, deliver or, except as expressly consented to by Lessor, relinquish possession (except on a temporary basis for repair or maintenance) or use of the Equipment without the prior written consent of Lessor.

7.9 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor..

ARTICLE 8

WARRANTIES AND REPRESENTATIONS OF THE LESSEE

The Lessee warrants and represents to the Lessor as follows, which representations and warranties shall be continuing.

(a) The Lessee is a political subdivision of the State of California within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. Lessee has a substantial amount of one or more of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (iii) police power.

(b) The Lessee is authorized under the Constitution and laws of the State of California to enter into this Lease Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(c) The execution and delivery of this Lease Agreement by or on behalf of the Lessee has been duly authorized by all necessary action of the Governing Body, and the Lessee has obtained such other approvals and consents as are necessary to consummate this Lease Agreement. The Lessee further represents and warrants that all requirements have been met and

procedures have been followed in order to ensure the enforceability of this Lease Agreement in accordance with its terms.

(d) The Lessee has complied with such public bidding requirements as may be applicable to this Lease Agreement and has complied or will comply with such requirements for the acquisition of the Equipment hereunder.

(e) The Lessee shall cause to be executed and delivered to the Lessor (1) an incumbency and closing certificate in substantially the form attached as Exhibit F hereto, (2) an Opinion of Lessee's Counsel in substantially the form attached as Exhibit G hereto and (3) a Tax Opinion of Lessee's Counsel in substantially the form attached as Exhibit H hereto.

(f) The Lessee has an immediate need for, and expects to make immediate use of all of the Equipment which need is not temporary or expected to diminish during the term of this Lease Agreement.

(g) The execution, delivery and performance of this Lease Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which the Lessee is a party or by which it is bound.

(h) There are no actions, suits or proceedings pending or, to the knowledge of the Lessee, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of the Lessee to perform its obligations hereunder.

(i) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of the Lessee consistent with the scope of the Lessee's authority and will not be used in a trade or business of any person or entity. The Lessee shall execute and deliver to Lessor an Essential Use Certificate in form and substance reasonably satisfactory to the Lessor.

(j) The Equipment is, and shall remain during the term of this Lease Agreement, personal property.

(k) The Lessee will promptly and duly execute and deliver to the Lessor such further documents, instruments and assurances and take such further action as the Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of the Lessor hereunder.

(l) The Lessee has sufficient funds in its budget for the current Fiscal Year to pay the aggregate amount of the rental payments due under this Lease Agreement during the current Fiscal Year. The Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of the Lessee.

(m) Lessee has not experienced any Loss of Use or Occupancy, which would adversely impact its beneficial use and operation of the Equipment and adversely affect its obligation to make full rental payments with respect to the Equipment under this Lease Agreement otherwise permit an abatement of Rental Payments under this Lease Agreement.

(n) The useful life of the Equipment will not be less than the Lease Term.

(o) The total estimated cost of the Equipment is $26,270,796. Lessee will pay all costs of acquiring the Equipment in excess of the amount deposited by Lessor in the Escrow Fund allocated to payment of costs of the Equipment ($19,295,796). Lessee agrees with Lessor that no moneys shall be disbursed from the Escrow Fund for costs of the Equipment until Lessee has provided to Lessor evidence of Lessee's payment for costs of the Equipment over the amount deposited by Lessor in the Escrow Fund.

(p) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate. The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

ARTICLE 9

WARRANTIES AND REPRESENTATIONS OF THE LESSOR

The Lessor warrants and represents to the Lessee as follows, which representations and warranties shall be continuing.

(a) The Lessor is a corporation duly incorporated under the laws of the State of California and is in good standing with the State of California and is duly authorized to enter into the transactions contemplated by this Lease Agreement and to carry out its obligations hereunder;

(b) The Lessor has full power and authority to enter into this Lease Agreement and all other documents relating thereto and the performance of the Lessor's obligations hereunder have been duly and validly authorized, executed and delivered by the Lessor and approved under all laws, regulations and procedures applicable to Lessor and this Lease Agreement constitutes a valid, legal and binding obligation of the Lessor, enforceable in accordance with its terms;

(c) Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default shall have occurred and be continuing hereunder, all rights and benefits that Lessor may have under any warranty, guaranty or the like that may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the "**Vendor**") thereof. To the fullest extent permitted by applicable law, Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of this Lease for tax or accounting purposes or as to the compliance of the Equipment with applicable

government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor hereunder shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable hereunder, subject to Section 4.8 hereof. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

(d) NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY LESSEE HAS SELECTED EACH ITEM, TYPE, QUALITY, QUANTITY AND SUPPLIER OF THE EQUIPMENT BASED UPON RECOMMENDATIONS OF ITS INDEPENDENT CONSULTANTS PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME AND THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, WARRANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO ANY MATTER RELATING TO THE SUITABILITY OF THE EQUIPMENT, ITS VALUE, DESIGN, CONDITION, DURABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OPERATION, MATERIALS, WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS."

(e) Lessee agrees that Lessor shall have no liability or be obligated in any manner for any obligation, loss, expense, claim, damage, action, suit or proceeding arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the manufacture, selection, delivery, installation, possession, condition, lease, use, operation or return of the Equipment, notwithstanding the full payment of all obligations under this Lease Agreement.

ARTICLE 10

INTENTIONALLY OMITTED

ARTICLE 11

TAX COVENANTS AND INDEMNIFICATION

11.1 Covenants. The parties assume that the Lessor can exclude the interest component of the rental payments from Federal gross income. The Lessee covenants and agrees that it will (i) rebate an amount equal to any excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations, and maintain the records required by and otherwise comply with all regulations applicable thereto; (ii) register in writing the owner of this Lease Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

11.2 Further Covenants. The Lessee further covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest portion of the rental payments made hereunder under Section 103 of the Code. The Lessee will not directly or indirectly use or permit the use of any proceeds available from the Lessor or any other funds of the Lessee, or take or omit to take any action that would cause the lease purchase obligation evidenced by this Lease Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code. To that end, the Lessee will comply with all requirements of Section 148 of the Code to the extent applicable to the lease purchase obligation evidenced by this Lease Agreement.

11.3 Indemnification. If the Lessor receives notice, in any form, from the Internal Revenue Service that it has determined that the Lessor may not exclude any interest paid hereunder from Federal gross income because the Lessee breached a covenant contained herein, then the Lessee shall pay to the Lessor, within ninety (90) days after the Lessor notifies the Lessee of such determination, an amount which, with respect to the rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due through the date of such event), will restore to the Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Lease Agreement through the date of such payment. Additionally, the Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to the Lessor on such succeeding rental payment due date such amount as will maintain such after-tax yield to the Lessor.

ARTICLE 12

GENERAL INDEMNIFICATION

The Lessee hereby agrees to indemnify, protect and save the Lessor harmless, to the extent permitted by law, from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the manufacture, selection, delivery, possession, condition, lease, use, operation or return of the Equipment. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations due under this Lease Agreement. Notwithstanding the foregoing, the Lessee does not waive any sovereign immunity or other defense which may be available to it under applicable law.

ARTICLE 13

INTENTIONALLY OMITTED

ARTICLE 14

DEFAULT AND REMEDIES

14.1 Definition of Default. The Lessee shall be deemed to be in default hereunder upon the happening of any of the following events of default, which default (other than a monetary default under Section 14.1(a) or failure to maintain insurance under Section 14.1(e)) is not cured within thirty (30) days after receipt of written notice thereof (an "**Event of Default**").

(a) The Lessee shall fail to make any rental payment or pay any other sum under this Lease Agreement when due or shall fail to perform or observe any term or condition or covenant of this Lease Agreement, subject to the last paragraph of this Section 14.1.

(b) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Lessee, or a receiver, custodian or similar officer shall be appointed for the Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within sixty (60) days after the institution or occurrence thereof.

(c) Any warranty, representation or statement made by the Lessee is found to be incorrect or misleading in any material respect on the date made.

(d) An attachment, levy or execution is levied upon or against the Equipment.

(e) Any insurance carrier cancels any insurance on the Equipment which is required hereunder without the Lessee first providing replacement coverage.

(f) The Equipment or any part thereof is abused, illegally used, misused, lost, destroyed or damaged beyond repair.

(g) The failure of the officer charged with the preparation of the Lessee's budget to include in the budget for each Fiscal Year of the Lessee during the Lease Term a request that the Governing Body appropriate in such Fiscal Year the amount of the rental payments and other payments due under this Lease Agreement during such Fiscal Year.

(h) Lessee's failure to make the Lessee Payments as and when such payments become due.

14.2 Remedies on Default. Upon the occurrence of any Event of Default, the Lessor may exercise any one or more of the following remedies as the Lessor in its sole discretion shall elect.

(a) Declare the entire amount of rental payments hereunder immediately due and payable as to any or all items of Equipment without notice or demand to the Lessee.

(b) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Lease Agreement or to recover for the breach thereof including the payment of rental payments due or to become due hereunder or any deficiency therefor following disposition of the Equipment.

(c) With or without terminating this Lease Agreement, enter the premises where the Equipment is located and retake possession of the Equipment wherever situated or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the Lessee, and apply the proceeds of any such sale, lease, sublease, or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Lease Agreement, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Concluding Payment, and (ii) the net proceeds of any such sale, lease or sublease; provided that the amount of Lessee's liability under this subparagraph (c) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the Lease Term; and provided further that any liabilities for such remaining Rental Payments and other amounts shall be required to be paid by Lessee only at the times provided for the payment of such amounts under the provisions of this Lease Agreement.

(d) Terminate this Lease Agreement as to all or any part of the Equipment and use, operate, lease or hold the Equipment as the Lessor in its sole discretion may decide.

(e) Terminate the Escrow Fund in accordance with Section **Error! Reference source not found.** hereof.

14.3 Further Remedies. A termination hereunder shall occur only upon notice by the Lessor to the Lessee and only with respect to such portion or portions of the Equipment as the Lessor specifically elects to terminate in such notice. Except as to those parts of the Equipment with respect to which there is a termination, this Lease Agreement shall remain in full force and effect and the Lessee shall be and remain liable for the full performance of all its obligations hereunder. All remedies of the Lessor are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.

14.4 Reinstatement. Notwithstanding the re-exercise of any remedy granted by this Article 14, if all amounts that have become due and payable to the Lessor have been paid, all other things have been performed in respect of which there was a default and there has been paid the reasonable fees and expenses of the Lessor, including administrative expenses and attorneys' fees paid or incurred, then the Event of Default shall be waived without further action on the part of any party hereto. Upon such payment and waiver, this Lease Agreement shall be fully reinstated, as if it had never been terminated, and the Lessee shall be restored to the use and possession of the Equipment.

ARTICLE 15

INTENTIONALLY OMITTED.

ARTICLE 16

ASSIGNMENT

16.1 Assignment By Lessee. The Lessee agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Lease Agreement or the Equipment (except for the lien and security interest of the Lessor therein) or to remove the Equipment from its place of installation without the Lessor's prior written consent which shall not be unreasonably withheld and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. The Lessee's interest herein may not be assigned or transferred by operation of law.

16.2 Assignment By The Lessor. Lessor's interest in, to and under this Lease Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; and such assignment, transfer or conveyance shall be made only to (i) an affiliate of Lessor or (ii) banks, insurance companies, trusts, custodians or other financial institutions or their affiliates, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name(s) and address(es) of the assignee(s) or the Lease Servicer (as hereafter provided). Nothing herein shall limit the right of Lessor or its assignees to sell, assign or grant participation interests in this Lease Agreement to one or more entities listed in (i) or (ii); provided that if such assignment is made pursuant to a participation, custodial or similar agreement under which multiple ownership interests in this Lease Agreement are created, it shall establish a single entity, owner, servicer or other fiduciary or agent to act on behalf of all of the holders of such participation interests (herein referred to as the "Lease Servicer") with respect to the rights and interests of such holders hereunder, including the exercise of rights and remedies thereunder upon the occurrence of an event of default, and further including the maintenance of a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all notices of assignment as a register of all assignees and will make all payments to the assignee, assignees or Lease Servicer designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Lease Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

ARTICLE 17

NATURE OF AGREEMENT

The Lessor and the Lessee agree that it is their intention that, for federal income tax purposes, the interest of the Lessor in the Equipment is as a secured party and the interest of the Lessee is as a debtor, and that the Lessor neither has nor will have any equity in the Equipment. It is the agreement of the Lessor and the Lessee that the aggregate rental payments provided for hereunder constitute the purchase price of the Equipment together with the interest on the unamortized amount thereof over the term of this Lease Agreement, that each installment of Rental Payments constitutes principal and interest, which fully amortizes the purchase price of the Equipment, together with interest, over the term of this Lease Agreement, and that upon the due and punctual payment and performance of the rental payments and other amounts and obligations under this Lease Agreement, title to the Equipment shall vest permanently in Lessee as provided in this Lease Agreement, free and clear of any lien or security of the Lessor therein.

ARTICLE 18

OPTION TO PURCHASE

At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to Lessee, thereby vesting title to the Equipment permanently in Lessee, and this Lease shall terminate: (a) upon payment in full of the rental payments and all other payments then due hereunder or (b) on any rental payment date hereunder, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "**Concluding Payment**") shown for such rental payment date in the rental payment schedule in Schedule 1 to Exhibit B attached hereto. Lessee shall not have the option to purchase the Equipment hereunder as provided in the foregoing clause (b) on any rental payment date hereunder for which a Concluding Payment is not stated in the rental payment schedule. Notwithstanding anything to the contrary contained herein, the purchase option in this Article 18 is non-assignable and non-transferrable.

This option to purchase may be exercised by the Lessee on any Payment Date on or after _____ __, 2033, and is conditioned upon:

(a) the Lessee's having performed all of the terms and conditions of the Lease Agreement between the parties other than the payment of monies not yet due and payable under this Lease Agreement;

(b) the Lessee's giving written notice to the Lessor of its election to exercise the option not less than thirty (30) days prior to the date of exercise of the option by the Lessee; and

(c) the Lessee's payment of the Concluding Payment in cash at the time of the exercise of the option.

ARTICLE 19

MISCELLANEOUS

19.1 Waiver. No covenant or condition of this Lease Agreement can be waived except by the written consent of the Lessor. Any failure of the Lessor to require strict performance by the Lessee or any waiver by the Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same or of any other term, covenant or agreement herein.

19.2 Severability. In the event any portion of this Lease Agreement shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Lease Agreement shall continue in full force and effect.

19.3 Governing Law. This Lease Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California.

19.4 Notice. All notices made or required to be given pursuant to this Lease Agreement shall be in writing and shall be deemed duly served if and when mailed, certified or registered mail, postage prepaid, return receipt requested, to the other party at its address set forth above or at such other address as such party shall hereafter designate in writing.

If to the Lessor, address to:

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130
Attention: Brad Chapman
Email: Brad@absenergy.com

If to the Lessee, address to:

City of Montebello
1600 W Beverly Boulevard
Montebello, California 90640
Attention: James Enriquez, Director/City Engineer
Email: jenriquez@cityofmontebello.com

19.5 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease Agreement.

19.6 Entire Agreement. This Lease Agreement, together with any schedules hereto, constitutes the entire agreement between the parties and shall not be modified, amended, altered or changed except by written agreement signed by the parties.

19.7 Binding Effect. Subject to the specific provisions of this Lease Agreement, this Lease Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

19.8 Further Assurances. The Lessee will promptly and duly execute and deliver to the Lessor such further documents, instruments and assurances and take such further action as the Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of the Lessor hereunder.

19.9 Time. Time is of the essence of this Lease Agreement.

19.10 Counterparts. This Lease Agreement, and any exhibit hereto, may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

19.11 No Third-Party Beneficiaries. This Lease Agreement and any documents or certificates executed in connection with, or pursuant to it, are intended only for the benefit of the Lessor, the Lessee and the Escrow Agent, and no rights are intended, or shall be deemed to be, granted to any other parties thereby.

19.12 Exhibits. This Lease Agreement includes the Exhibits attached hereto, all of which Exhibits are made a part hereof for all purposes. Lessee and Lessor agree that if any Exhibit to this Lease Agreement contains blanks, the same shall be completed correctly and in accordance with this Lease Agreement prior to or at the time of the execution and delivery thereof.

19.13 Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

19.14 Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice that Lessee has incurred obligations under this Lease Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Lease Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law.

Lessee acknowledges that Lessor is not responsible for Lessee's compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

[*Remainder of page intentionally left blank signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

LESSOR:

ALLIANCE FUNDING SOLUTIONS, INC., a California corporation

By: _____
Name: Brad Chapman
Title: President

LESSEE:

CITY OF MONTEBELLO, a political subdivision of the State of California

By: _____
Name: David N. Torres
Title: Mayor

EXHIBIT A

DESCRIPTION OF EQUIPMENT

The Equipment shall mean HVAC, controls, transformer, building envelope and solar photovoltaic systems used to reduce the Lessee's energy consumption and generate electricity installed at various facilities pursuant to that certain Installation Agreement dated January __, 2023, between the City of Montebello and Alliance Building Solutions, Inc., together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto, and all insurance and/or proceeds therefrom. See also "Scope of Work" attached hereto for a further description of the Equipment. This Description of Equipment shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Lessor for approval pursuant to the Escrow Agreement dated January __, 2023, among Lessor, Lessee and Banc of California, as escrow agent, which descriptions shall be deemed to be incorporated herein.

EXHIBIT B

EQUIPMENT SCHEDULE

1. Lease Agreement: Equipment Lease Purchase Agreement dated as of January __, 2023, between the City of Montebello, as lessee, and Alliance Funding Solutions, Inc., as lessor.

2. Description of the Equipment: See **Exhibit A**.

3. Equipment Locations: See Scope of Work attached to **Exhibit A**.

4. Principal Amount: $19,295,796.00.

5. Rental Payment Schedule: The Rental Payments for the Equipment shall be made as set forth in Schedule 1 to Exhibit B attached hereto.

6. Interest Rate: _____%

7. Commencement Date: January __, 2023

8. Final Rental Payment: _____, 2042

9. Lessee's current Fiscal Year extends from July 1 through June 30 of each year.

10. The terms and provisions of the Lease Agreement are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

11. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Lease Agreement are true and correct as though made on the date of execution of this Equipment Schedule, (ii) sufficient funds have been appropriated by Lessee for the payment of all Rental Payments due under the Lease Agreement during Lessee's current Fiscal Year, and (iii) there has been no Loss of Use or Occupancy or other event which would adversely impact the Lessee's obligation to make Rental Payments.

CITY OF MONTEBELLO, as Lessee	ALLIANCE FUNDING SOLUTIONS, as Lessor
By:_____ Name: David N. Torres Title: Mayor	By:_____ Name: Brad Chapman Title: President

SCHEDULE 1 TO EXHIBIT B

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *

[INSERT RENTAL PAYMENT SCHEDULE]

* Lessee may exercise its option to purchase pursuant to Article 18 of the Lease Agreement. Assumes that all Rental Payments and additional rentals due on and prior to that date have been paid.

EXHIBIT C

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT OF LEASE AGREEMENT AND ESCROW AGREEMENT

Alliance Funding Solutions, Inc. ("**Lessor**") and City of Montebello ("**Lessee**") have entered into that certain Equipment Lease-Purchase Agreement dated as of January __, 2023 (the "**Lease Agreement**"), under which Lessee has, or will have prior to its execution hereof, leased equipment (the "**Equipment**") described therein.

Lessee hereby acknowledges that, pursuant to the terms of the Lease Agreement, Lessor has assigned its right, title, and interest in and to the Lease Agreement, the leased Equipment, and the rental payments to Capital One Public Funding, LLC. ("**Assignee**").

Lessee is hereby directed to pay any and all rental payments and other amounts due under the Lease Agreement to Assignee, as directed by Assignee, pursuant to the instructions contained in any invoice or notice. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Capital One Public Funding, LLC
Address
Attention:
Email:

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all rental payments and other amounts due under the Lease Agreement as directed by Lessee without any set-off notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease Agreement or made any warranties whatsoever as to the Lease Agreement or the Equipment. Lessee agrees that no change may be made to the Lease Agreement without the prior written consent of Assignee.

Lessee acknowledges that Assignee is acting solely as Assignee for its own loan account and not as a fiduciary for Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor. Assignee has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Lessee with respect to its purchase of the Lease Agreement. Lessee has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the Lease Agreement from its financial, legal and other advisors (and not Assignee) to the extent that Lessee desired to obtain such advice.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: January __, 2023

ALLIANCE FUNDING SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

CITY OF MONTEBELLO, as Lessee

By:_____
Name: David N. Torres
Title: Mayor

EXHIBIT D

INSURANCE CERTIFICATION

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

January __, 2023

Re: Equipment Lease-Purchase Agreement dated as of January __, 2023 (the "Lease Agreement"), between the City of Montebello, as lessee, and Alliance Funding Solutions, Inc., as lessor

In connection with the above referenced Lease Agreement, the City of Montebello, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below:

Name of Agent:	Public Risk Innovation, Solutions, and Management C/O Alliant Insurance Services, Inc.
Address:	18100 Von Karman Avenue, 10th Floor Irvine, CA 92612
Phone:	(949) 756-0271
Fax:	(619) 699-0901
License No.:	0C36861

to issue the following insurance coverages:

1. *Liability Insurance*. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of $3,000,000. The policy should be endorsed to name First Security Finance, Inc. and its successors and assigns, 521 President Clinton Avenue, Suite 800, Little Rock, AR 72201 (the "**Additional Insured**") as an additional insured.

2. *Casualty Insurance*. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Lease Agreement in an amount not less than the greater of $19,295,796.00 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name the Additional Insured and its successors and or assigns as an additional insured and co-loss payee with respect to such Equipment.

3. *Rental Interruption Insurance*. Lessee is required to maintain insurance against rental payment abatement and loss of use of the Equipment or portions thereof, with coverage equal to the maximum total rental payments payable by Lessee under the above-referenced Lease Agreement for any consecutive twenty-four (24) month period. Such insurance shall name the Additional Insured and its successors and assigns as an additional insured.

The required insurance should also be endorsed to give the Additional Insured at least 30

days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of the Additional Insured shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to the Additional Insured prior to and/or commensurate with the later of the Commencement Date of the Lease Agreement or the delivery and acceptance of the Equipment.

Very truly yours,

CITY OF MONTEBELLO, as Lessee

By:_____
Name: David N. Torres
Title: Mayor

EXHIBIT E

ESSENTIAL USE CERTIFICATE

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

January __, 2023

Re: Equipment Lease-Purchase Agreement dated as of January __, 2023, between the City of Montebello, as lessee, and Alliance Funding Solutions, Inc., as lessor

1. What is the specific use of the Equipment?

2. What increased capabilities will the Equipment provide?

3. Why is the Equipment essential to your ability to deliver governmental services?

4. Does the Equipment replace existing equipment?

(If so, please explain why you are replacing the existing equipment)

5. Why did you choose this specific Equipment?

6. For how many years do you expect to utilize the Equipment?

Very truly yours,

City of Montebello, as Lessee

By: _____
Name: David N. Torres
Title: Mayor

EXHIBIT F

INCUMBENCY AND CLOSING CERTIFICATE

I, Christopher Jimenez, do hereby certify that I am the City Clerk of the City of Montebello ("**Lessee**"), which is a government organization duly established and validly existing as a government organization in the State of California.

I hereby certify that, as of the date hereof, the individual named below is the duly elected or appointed officer of the Lessee holding the office set forth opposite his name. I further certify that:

(i) The signature set opposite such officer's name and title is such officer's true and authentic signature,

(ii) Such officer has the authority on behalf of Lessee to:

a. Enter into that certain Equipment Lease-Purchase Agreement dated as of January __, 2023 (the "**Lease Agreement**"), between Lessee and Alliance Funding Solutions, Inc., as lessor, and that certain Escrow Agreement dated as of January __, 2023 (the "**Escrow Agreement**") by and among Lessee, Alliance Funding Solutions, Inc., and Banc of California, as escrow agent; and

b. Execute certificate, documents, and agreements relating to the Lease Agreement and Escrow Agreement on behalf of Lessee.

NAME	TITLE	SIGNATURE
David N. Torres	Mayor	_____

(iii) The meeting of the governing body of Lessee at which the Lease Agreement and the Escrow Agreement were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and the action approving the Lease Agreement and the Escrow Agreement and authorizing the execution thereof has not been altered or rescinded. *Attached hereto* is a true and correct copy of the resolution or other documents constituting such official action, together with notice of public hearing.

(iv) Since June 30, 2021 (date of Lessee's last audited financial statements), Lessee has not entered into any direct or contingent bond debt, lease, installment purchase or loan obligation, other than those listed below:

- _____
- _____

(v) The correct billing address for Rental Payments is as follows:

City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640
Attention: _____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the Lessee.

January __, 2023

By:_____
Name: Christopher Jimenez
Title: City Clerk

EXHIBIT G

[Print on Counsel Letterhead]

OPINION OF LESSEE'S COUNSEL

January __, 2023

Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

Re: Equipment Lease-Purchase Agreement dated as of January __, 2023, between the City of Montebello, as lessee, and Alliance Funding Solutions, Inc., as lessor

Ladies and Gentlemen:

As counsel to the City of Montebello (the "**Lessee**"), I have examined that certain Equipment Lease-Purchase Agreement dated as of January __, 2023 (the "**Lease Agreement**"), between the Lessee and Alliance Funding Solutions, Inc., as lessor ("**Lessor**"), the Escrow Agreement dated as of January __, 2023, together with the form of Certificate of Acceptance and Payment Request (collectively, the "**Escrow Agreement**"), the Installation Agreement dated January __, 2023 (the **"Installation Agreement"**), between the Lessee and Alliance Building Solutions, Inc., the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement, the Escrow Agreement and the Installation Agreement, and such other documents and matters of law as I have deemed necessary in connection with the following opinions. The Lease Agreement, the Escrow Agreement and the Installation Agreement are herein collectively referred to as the "**Transaction Documents**." Based upon the foregoing examination and upon an examination of such other documents and matters of law as we have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a political subdivision of the State of California and operates under a Governing Board, and the laws of the State of California with full power and authority to purchase the Equipment and to enter into the Transaction Documents and perform its obligations thereunder.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements and other applicable State of California and federal laws, including [Note to Counsel: reference applicable California energy savings statute], in connection with the Transaction Documents and the transactions contemplated thereby. By proper action, the Governing Body of the Lessee authorized the execution and delivery of the Transaction Documents and certain other matters, which actions were duly taken at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder, or the security interest of Lessor or its assigns, as the case may be, in the Equipment. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease Agreement or which would cause a Loss of Use or Occupancy, which would affect Lessee's obligations to make payments under the Lease Agreement.

6. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound. Notwithstanding the foregoing, upon the due and timely filing of a UCC-1, the Lessor will have a perfected security interest in the Equipment.

7. The authorization, execution, delivery and performance of the Transaction Documents by the Lessee do not require submission to, approval of, or other action by any governmental authority or agency which action has not been taken and is final and non-appealable.

Capitalized terms used herein shall have the same meanings set forth in the Lease Agreement. This opinion may be relied upon by Lessor and purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

_____

EXHIBIT H

Tax Opinion – Form to be provided by Tax Counsel

[Please provide draft for review.]

EXHIBIT I

INTENTIONALLY OMITTED

EXHIBIT J

Post Issuance Tax Compliance Procedures – Form to be provided by Tax Counsel

EXHIBIT K

ESCROW AGREEMENT

LESSOR:
Alliance Funding Solutions, Inc.
12520 High Bluff Drive, Suite 345
San Diego, California 92130

ESCROW AGENT:
Banc of California
10100 Santa Monica Boulevard, Suite 2500
Los Angeles, California 90067

LESSEE:
City of Montebello
1600 W Beverly Boulevard
Montebello, California 90640

THIS ESCROW AGREEMENT (this "Escrow Agreement") is made as of January __, 2023, by and among Alliance Funding Solutions, Inc. ("Lessor"), the City of Montebello ("Lessee"), and Banc of California (the "Escrow Agent").

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement dated as of January __, 2023 (including all exhibits thereto, the "Lease Agreement").

The Lease Agreement contemplates that Lessor will deposit with the Escrow Agent the amount of $19,295,796.00 (the "Deposit Amount"), for deposit into the escrow fund (the "Escrow Fund"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment (as defined in the Lease Agreement) its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee) and to pay certain costs of entering into the Lease Agreement. The Escrow Agent shall have no responsibility to review the purpose of any disbursement. Lessee has granted to Lessor a first priority and perfected lien on and security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement and the Lease Agreement without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein.

2. There is hereby created a special account to be known as the "City of Montebello Escrow Fund" (the "Escrow Fund") to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

To the limited extent required to perfect the first, priority security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

3. On the Commencement Date (as defined in the Lease Agreement), Lessor shall deposit with the Escrow Agent the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.

4. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Deposits held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee).

4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund from time to time in a Banc of California non-interest bearing demand deposit account with no fees or costs or, in the event such fund is not at the time available, such other investments as Lessee may specify in writing, to the extent the same are at the time legal for investment of the funds being invested. No investment shall be made that would cause the Lease Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:

   a. From time to time, the Escrow Agent shall pay via wire transfer the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto executed by the Lessee and approved for payment by the Lessor, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor. Escrow Agent will rely solely upon a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto executed by the Lessor and Lessee in order to disburse funds within 3 business days of receipt, and Escrow Agent shall make the payments described in such document without further inquiry. Without limiting the foregoing, Lessor shall not be required to approve any such payment unless and until Lessee shall have provided or caused to be provided to Lessor (i) certificates of insurance evidencing coverage in accordance with the Lease Agreement and satisfactory to Lessor; and (ii) payment and performance bonds naming Lessor and its successors and assigns as an additional obligee and

issued by a surety company rated "A" or better by AM Best in form and substance satisfactory to Lessor. Further, Lessee agrees with Lessor that no moneys shall be disbursed from the Escrow Fund until Lessee has provided to Lessor evidence of payment of the portion of costs of the Equipment to be paid by Lessee from its own funds pursuant to Article 8 of the Lease Agreement.

b. If Lessor provides to the Escrow Agent (with a copy to Lessee) written notice of the occurrence of an Event of Default by Lessee, the Escrow Agent shall thereupon remit to Lessor the entire balance of the Escrow Fund pursuant to written instructions provided by Lessor to Escrow Agent.

c. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the remaining moneys in the Escrow Fund shall, first be applied to all reasonable fees and expenses incurred by the Escrow Agent, if applicable, in connection herewith as evidenced by its statement forwarded to Lessor and Lessee; and *second,* be paid to Lessor for application on any Rental Payment Date to all of the remaining Rental Payments due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by the Lessor as prepayment to the remaining principal balance owing under the Lease Agreement in inverse order of Rental Payment Dates, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Payment Schedule attached to the Lease Agreement will be revised accordingly as specified by Lessor. Notwithstanding the foregoing, in no event shall this Section 5(c) apply except in the event of a full and final prepayment of the Equipment according to the Rental Payments set forth in the Payment Schedule attached to the Lease Agreement. For sake of clarity, there shall be no distribution of any moneys contained in the Escrow Fund for any partial prepayment for Rental Payments.

6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and/or Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.

7. To the extent authorized by law, Lessee hereby agree to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.

8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent, with such appointment to take place not later than 90 days after Escrow Agent's resignation If such appointment does not timely occur, Escrow Agent shall be entitled to file a suit in interpleader in Orange County, California, and the Lessee agree to indemnify Escrow Agent for all costs (including and not limited to attorneys' fees) arising out of or relating to such action in interpleader. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

   Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.

10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.

12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.

13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.

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

15. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original. In addition, the parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed

documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: ALLIANCE FUNDING SOLUTIONS, INC.

By: _____
Name: Brad Chapman
Title: President

LESSEE: CITY OF MONTEBELLO

By: _____
Name: David N. Torres
Title: Mayor

ESCROW AGENT: BANC OF CALIFORNIA

By: _____
Name: Jacqueline Russell
Title: Senior Director, Relationship Manager

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Banc of California (the "**Escrow Agent**"), as escrow agent under that certain Escrow Agreement dated as of January __, 2023 (the "**Escrow Agreement**"), between the City of Montebello ("**Lessee**"), Alliance Funding Solutions, Inc. (together with its successors and assigns, "**Lessor**"), and the Escrow Agent.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated January __, 2023 (the "**Lease Agreement**"), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) except for the amounts due and owing to Lessor pursuant to Lessor's mobilization, engineering, predevelopment, bonding and insurance invoice, the amount to be disbursed is not being paid in advance of the time, if any, fixed for any payment, and does not include any retained percentage entitled to be retained by Lessee at this time; (ii) no amount requested to be disbursed was included in any payment request previously filed with the Escrow Agent for which payment was actually made by the Escrow Agent; (iii) Lessee has made such investigation of such sources of information as are deemed necessary and is of the opinion that the applicable portion of the Equipment and related work has been fully paid for, and no claim or claims exist against the Lessee or the Vendor out of which a lien based on furnishing labor or material exists or might arise; (iv) acquisition and installation of the applicable portion of the Equipment for which payment is being requested has been completed in accordance with plans and specifications approved by the Lessee and in accordance with the terms and conditions of the Installation Agreement dated January __, 2023 (the "Installation Agreement"), between Lessee and Alliance Building Solutions, Inc., and said applicable portion of the Equipment is suitable and sufficient for the expected uses thereof, however, this statement is made without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being; (v) the amount remaining in the Escrow Fund will, after payment of the amount requested, be sufficient to pay the remaining costs of the Equipment; (vi) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (vii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (viii) the estimated useful life of the Equipment based upon the manufacturer's

representations and Lessee's projected needs is not less than the term of the Lease Agreement; (ix) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (x) the Equipment is covered by insurance in the types and amounts required by the Lease Agreement; (xi) no Event of Default, as such term is defined in the Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof; and (xii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease Agreement during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) lien waivers, if applicable.

IF REQUEST IS FOR REIMBURSEMENT, CHECK HERE ☐. Lessee paid an invoice prior to the Commencement Date identified in the Lease Agreement and is requesting reimbursement for such payment. A copy of evidence of such payment together with a copy of Lessee's declaration of official intent and other evidence required by Lessor prior to Lessor's approval hereof that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2 is hereby attached. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

[Remainder of page intentionally left blank]

IF REQUEST IS FINAL REQUEST, CHECK HERE ___. Lessee hereby certifies that (a) all of the Equipment described in the Lease Agreement has been received in good condition and has been installed in accordance with the Installation Agreement, (b) such Equipment is accepted "AS-IS, WHERE-IS"; (c) Lessee has inspected the Equipment, and determined that it is in good working order and complies with all purchase orders, contracts and specifications; (d) Lessee has fully and satisfactorily performed all covenants and conditions to be performed by it as of this date under the Lease Agreement with regard to such Equipment; (e) Lessee waives any right to revoke its acceptance; and (f) the Equipment is fully insured in accordance with the Lease Agreement. This certificate is made without prejudice to any rights against third parties which may exist as of the date hereof or which may subsequently come into being.

Date: _____

Approved for Payment:

_____, as Lessor	CITY OF MONTEBELLO, as Lessee
By:_____	By:_____
Name:_____	Name: David N. Torres
Title:_____	Title: Mayor

SCHEDULE A TO ESCROW AGREEMENT:

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW AGREEMENT

Alliance Funding Solutions, Inc. ("**Lessor**"), City of Montebello ("**Lessee**"), and Banc of California ("**Escrow Agent**") have entered into an Escrow Agreement dated as of January __, 2023 (the "**Escrow Agreement**"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to the Escrow Agreement to Capital One Public Funding, LLC. ("**Assignee**"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Any and all correspondence and notices to be delivered by Escrow Agent to Assignee should be provided to Assignee as set for the below:

Capital One Public Funding, LLC
Address
Attention:
Email:

Date: January __, 2023

LESSOR: ALLIANCE FUNDING SOLUTIONS, INC.

By: _____
Name: Brad Chapman
Title: President

Acknowledged:
ESCROW AGENT: BANC OF CALIFORNIA

By: _____
Name: Jacqueline Russell
Title: Senior Director, Relationship Manager

EXHIBIT L

RESOLUTION AND AFFIDAVIT OF PUBLICATION FOR NOTICE OF PUBLIC HEARING– TO BE PROVIDED BY LESSEE

EXHIBIT M

IRS FORM 8038-G

[To be prepared and filed by Tax Counsel--Please provide draft for review.]

EXHIBIT N

CLOSING MEMORANDUM/PAYMENT PROCEEDS DIRECTION

$19,295,796.00 LEASE FOR ENERGY CONSERVATION EQUIPMENT
PURSUANT TO EQUIPMENT LEASE-PURCHASE AGREEMENT AND EQUIPMENT SCHEDULE
THERETO BOTH DATED JANUARY __, 2023
BETWEEN CITY OF MONTEBELLO, AS LESSEE, AND
ALLIANCE FUNDING SOLUTIONS, INC., AS LESSOR

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before January __, 2023. All documents will be executed and two originals will be overnighted to Alliance Funding Solutions, Inc., Attn.: Brad Chapman 12520 High Bluff Drive, Suite 345, San Diego, California 92130, for delivery no later than 9:00 am on the morning of January __, 2023 and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By wire transfer, on the morning of January __, 2023, the Lessor shall wire or cause to be wired the Total Lease Proceeds in the amount of $19,295,796 to the Escrow Agent, as follows:

Bank Name:	Banc of California, N.A.
ABA No:	_____
Account No	_____
Account Name:	_____

(2) After receipt of the wire from Lessor referenced above, on January __, 2023, the Escrow Agent is authorized by Lessee to transfer via wire the Issuance Costs in the amount of $25,000 to Lessor as follows:

Bank Name:	American River Bank
ABA Number:	121140263
Account Number:	310045298
Account Name:	Alliance Funding Solutions, Inc.

Alliance Funding Solutions, Inc. will confirm disbursement of funds to the Lessee's escrow account and then release all of the original documents held in trust to its assignee and forward a copy to the Lessee.

Sources and Uses of Funds:

Principal Amount of Lease	$19,295,796.00
TOTAL SOURCES	$19,295,796.00
Total Equipment Cost:	$18,797,327.00
Issuance Costs:	25,000.00
TOTAL LEASE PROCEEDS	$19,295,796.00

Attest:

CITY OF MONTEBELLO

By: _____
Name: David N. Torres
Title: Mayor

AGREEMENT NO. 4061

MEASUREMENT AND VERIFICATION AGREEMENT

FOR

CITY OF MONTEBELLO

SCOPE OF SERVICES

TERMS AND CONDITIONS

ATTACHMENTS:

Attachment 1 – Guaranteed Savings Measurement & Verification

- Savings Guarantee
- Measurement and Verification Methods
- Selected Measurement and Verification Options
- IPMVP Option A M&V Plan
- IPMVP Option C M&V Plan

Attachment 2 – Utility Baseline Summary

Attachment 3 – Energy Efficiency and Renewable Project Cashflow

MEASUREMENT & VERIFICATION AGREEMENT

This Measurement and Verification ("M&V") Agreement ("Agreement") dated __/__/__ ("Effective Date") is made by and between:

City of Montebello
("Purchaser") with its principal place of business at
1600 W Beverly Blvd, Montebello, CA 90640

and

Alliance Building Solutions, Inc.
("ABS") with its principal place of business at
12520 High Bluff Drive, Ste 345, San Diego, CA 92130

SCOPE OF SERVICES

Energy Savings Measurement & Verification Service:

"ABS" will provide measurement and verification services of the energy savings associated with "Purchaser" Energy Retrofit and Renewable Installation, as described in "Scope of Work" attached to the Installation Agreement. Energy Savings M&V reports will be provided to the "Purchaser" on an annual basis for the term specified below.

Term:

This Service Agreement shall commence upon the completion and acceptance of the Purchaser energy retrofit and renewable energy installation project and receipt of final payment for the Contract and shall continue for an initial term of (1) year. The "Purchaser" may elect to enter into further extended terms upon written notice provided to ABS not less than thirty (30) days prior to termination of the initial term. If the "Purchaser" fails to provide ABS with a written notice of extension prior to the end of the initial term or any subsequent extensions, the M&V Agreement shall be considered terminated. Once terminated, the M&V Agreement cannot be renewed. The "Purchaser" may terminate this service agreement at any time with a (30) day written notice. However, termination of this agreement will void any savings guarantee associated with this project.

Charges:

This Agreement shall be billed once per year is due and payable 30-days after "Purchaser's" receipt of invoice. The annual Service Agreement charge is $0 for the first year, $15,000 for the second year, $20,000 for the third year, $25,000 for the fourth year and escalated at 4% annually for every subsequent year thereafter. This rate does not include taxes.

TERMS AND CONDITIONS

I. General Provisions:

I.1 Unless stated otherwise, the services provided under this Agreement shall be provided during "ABS" normal business hours. Normal business hours are Monday through Friday, 7:00AM to 4:00PM, excluding holidays. "ABS" will coordinate with the "Purchaser" so that any variations in these normal business hours necessitated by "Purchaser" Schedules can be accommodated.

I.2 The "Purchaser" shall provide reasonable means of access to the equipment being measured or verified. "ABS" shall not be responsible for any removal, replacement, or refinishing of the building structure, if required to gain access to the equipment. "ABS" shall be permitted to start and stop all equipment necessary to perform the services herein described as arranged with the "Purchaser's" representative. "ABS" will obtain agreement from the "Purchaser's" representative prior to any starting or stopping of equipment.

I.3 This Agreement shall supersede any previous Measurement and Verification Agreements accepted and approved by the "Purchaser" and "ABS."

I.4 This Agreement, when accepted in writing by the "Purchaser" and approved by an authorized "ABS" representative, shall constitute the entire Agreement between the two (2) parties.

II. Charges:

II.1 For services not covered by this Agreement but performed by "ABS" upon the "Purchaser's" prior written authorization, the "Purchaser" agrees to pay "ABS"'s invoice(s) 30 days after receipt of invoice. Failure to pay the invoice within 30 days after receipt will result in a 10% late payment penalty and failure to pay within 60 days will result in forfeiture of the entire agreement.

II.2 If emergency service is requested by the "Purchaser" and inspection does not reveal any defect for which "ABS" is liable under this Agreement, the "Purchaser" will be charged at "ABS"'s current emergency charge rates.

III. Limitations of Liability:

III.1 Neither party shall be liable for any loss, delay, injury, or damage that may be caused by circumstances beyond its control including, but not restricted to; acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning strikes, freezes, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR BUSINESS INTERRUPTION, LOSSES, CONSEQUENTIAL, INDIRECT, SPECIAL OR SPECULATIVE DAMAGES.

III.2 "ABS" shall not be required to make safety tests, install new devices, or make modifications to any equipment to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

III.3 Section removed

III.4 "ABS" warrants that for equipment furnished and/or installed but NOT manufactured by "ABS", "ABS" will extend the same warranty and terms and conditions, which "ABS" received from the manufacturer of said equipment.

III.5 This agreement pre-supposes that all equipment is in satisfactory working order. Should any equipment be in need of repair, "ABS" will have ninety (90) days to make such repair. If the "Purchaser" does not authorize "ABS" to make the repairs or if the "Purchaser" does not have the work performed, the equipment will be eliminated from coverage and the Agreement saving will be adjusted. Maintenance of existing equipment and systems is the responsibility of the "Purchaser". Failure to properly maintain equipment and systems can result in reduced energy efficiency and may necessitate a baseline energy adjustment

III.6 The amount of any present or future sales, use, occupancy excise, or other tax (federal, state or local) which "ABS" hereafter shall be obligated to pay, either on its own behalf or on the behalf of the "Purchaser" (shall reasonably assist "ABS" in determining the applicable requirements, it shall be "ABS"'s sole responsibility for determining and complying with all applicable laws, regulations and standards.) or otherwise, with respect to the services covered by this Agreement, shall be paid by the "Purchaser".

III.7 If the equipment or software included under this Agreement is altered, modified, or changed by a party other than "ABS", this Agreement shall be modified to incorporate such changes the Agreement price and/or Savings shall be adjusted accordingly.

III.8 Following twelve (12) months of service or any time thereafter, if individual item(s) cannot, in "ABS"'s opinion, be properly repaired on-site because of excessive wear, deterioration or an Act of God that is out of "ABS" control. "ABS" may withdraw the item(s) from coverage upon ninety (90) days prior written notice. Energy savings may be adjusted accordingly.

III.9 This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California.

IV. Miscellaneous Provisions:

IV.1 The services provided hereunder may occur on active "Purchaser" sites. As such, "ABS" shall ensure that its services on and around the "Purchaser" site comply with all applicable laws, regulations and standards including but not limited to, the fingerprinting requirements and any other legal requirements which maybe applicable to "ABS"'s activities on or about the "Purchaser" sites. The "Purchaser" shall reasonably assist "ABS" in determining the applicable laws, regulations and stands. If, at any time prior to completion of the Scope of Services, the "Purchaser" determines that there possibly might be more than limited contact between "ABS" and any minor-aged Purchaser student, the "Purchaser" may, in its sole discretion, require that "ABS" complies with the requirements of Education Code Section 45125.1, regardless of whether such requirements are otherwise applicable. In such event, "ABS" at its sole cost and expense, and without additional compensation from "Purchaser", shall comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of "ABS" officers, employees, agents, or other representatives who will or might be present on or at the "Purchaser" facility.

IV.2 Dispute Resolution:

IV.2.1 Disputes: This section shall apply to any disputes arising under our related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity including (a) any dispute regarding the performance, validity or enforceability of any provision of this Agreement or whether any party is in compliance with, or breach or, any provisions of this Agreement and (b) the applicability of this Section to a particular dispute. Any dispute to which this section applies is referred to herein as a "Dispute"

IV.2.2 Negotiation to Resolve Disputes: If a dispute arises, the Parties shall attempt to resolve such dispute through the following procedure.

IV.2.2.1 First, the representatives of each of the Parties shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute;

IV.2.2.2 Second, if the Dispute is still unresolved after 20 days following the commencement of the negotiations described in Section 4.2.2.1 then a designated executive officer to each party shall meet (whether by phone or in person) in a good faith attempt to resolve the Dispute;

IV.2.2.3 Third, if the Dispute is still unresolved after 10 days following the commencement of the negotiations described in Section 4.2.2.2, then either Party may submit such Dispute to litigation;

IV.2.2.4 The venue for any Dispute arising from or relating to this Agreement that is adjudicated pursuant to this Section 4.2.2.4 shall be arbitrated in Los Angeles, California. Any Dispute arising from or relating to this Agreement that is adjudicated pursuant to this Section 4.2.2.4 shall be arbitrated in Los Angeles, California. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award maybe entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration;

IV.2.2.5 Pending a final resolution of a Dispute, the Parties shall each proceed diligently and faithfully with performance of their respective obligations under this Agreement.

IV.3 **Indemnification:**

The Parties hereto agree to defend, indemnify, and hold harmless the other Party, it's employees, agents, officials, officers and directors from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the work herein specified and which are caused in whole or in part by the negligent act or omission of the indemnifying Party. To the extent it may lawfully do so, the Parties hereby indemnify, defend (with counsel of it choosing), and holds harmless the other party and its affiliates, directors, representatives, agents, officers, employees and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out the connected with an act or omission of the indemnifying party, or an agent, invitee, guest, employee, or anyone in, on or about he "Purchaser" sites, including, but not limited to, liability, expense, and claims for: bodily injury, death, personal injury, or property damage caused by negligence, creation or maintenance of a dangerous condition of property, breach of express or implied warranty of product, defectiveness of product, or intentional infliction of harm, including any workers' compensation suites, liability, or expense, arising from or connected with services performed by, or on behalf of the indemnifying party, by any person pursuant to this Agreement; nonpayment for labor materials, appliances, teams or power, performed on, or furnished or contributed to the "Purchaser" sites. Notwithstanding

the above, neither party shall be required to defend, indemnify and hold harmless the other for its own negligent acts and omissions' or willful misconduct. It is the intent of the Parties that were negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense or liability attributable to that Party's negligence.

V. **Occupational Safety and Health:** The Parties hereto agree to notify each other immediately upon becoming aware of any alleged violations of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.

VI. **Audits:** In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the work during the three (3) year period following final payment to the Contractor pursuant to the Contract. In addition, the "Purchaser" hereby has the right to examine, review, audit and/or copy the Records of the work during the three (3) year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable time during the performance of the Work and for three (3) years from the date of final completion or filing of a Notice of Completion for the Project, whichever is later. However, if any audit is commenced within such three (3) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitations related thereto have expired. In the event the "Purchaser" notifies the Contractor that federal funds have been used in connection with Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

VII. **Entire Agreement:** This Agreement, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

VIII. **Changes:** No change or modification of any of the terms and conditions stated herein shall be binding upon either Party unless accepted by both Parties in writing.

IX. **Severability:** if one or more of the provisions of this Agreement are held to be unenforceable under laws, such provisions(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

X. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature on a copy of this agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.

XI. **Assignment:** "ABS" retains the right to assign its rights and obligations of the Agreement with written consent of "Purchaser".

XII. **Acknowledgement:** Both "ABS" and the "Purchaser" acknowledge having read this Agreement and all contract documents incorporated herein and have executed this agreement on the date written above.

XIII. **Approval:** Each Party represents that the person that has executed this Agreement on its' behalf is authorized to do so.

City of Montebello	**Alliance Building Solutions, Inc.**
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

Attachment 1

Guaranteed Savings Measurement & Verification

Guaranteed Savings Measurement & Verification

This document contains the Measurement and Verification (M&V) plan for the energy savings related to the Energy Efficiency Measures (EEMs) contained in the Installation Agreement. The following table summarizes the EEMs implemented in these Phases of work.

Site	Mechanical Upgrades	Control Upgrades	Electrical Upgrades	Envelope Upgrades	Air Disinfection Systems	Misc. Upgrades	Renewable Energy Systems
Aquatic Center	X			X			X
City Hall	X			X		X	X
Montebello Golf Course							X
Transportation Facility	X	X	X	X			X
Youth Center							X
City-Wide					X		

For each EEM, a specific M&V plan is submitted to provide a comprehensive overall plan for the City of Montebello. Energy savings shall be compared to the Utility Baseline Summary, as shown in Attachment 2. Each EEM's M&V Plan provides:

- A description of how the savings shall be verified.
- The selection of the specific protocol of verification of savings.
- The requirements for measurement or other means to establish savings.

ABS is responsible for pre-retrofit measurements, energy savings calculations, equipment installation, and required post retrofit verification as outlined herein. Purchaser agrees to operate and maintain all equipment installed. Proper operation and maintenance of equipment and systems is critical to long-term achievement of energy savings.

Savings Guarantee

ABS warrants that Purchaser shall realize total annual project savings (utility savings, operational savings and capital cost avoidance) in excess of the annual lease payments. The effective date will begin on the date of final acceptance of the Installation project and receipt of final payment for the associated Installation Contract. The total project savings will exceed the installation contract amount and M&V payments associated with this agreement during the course of the useful life of the installed equipment. ABS agrees to complete the M&V Report on an annual basis and deliver to the Purchaser within one hundred and twenty (120) days of the anniversary date of final acceptance and annually thereafter. Project savings that are verified during the course of construction will be applied to the 1st year guaranteed project savings.

If the annual M&V Report demonstrates that the project will achieve one hundred percent (100%) or more of the Guaranteed Project Annual Savings, then ABS shall have satisfied its energy performance guarantee obligation and the Purchaser shall accept the Annual M&V Report.

In the event that an annual M&V Report savings value (including any excess savings from previous years) does not meet the Guaranteed Project Savings in accordance with the M&V Plan, then ABS shall repair, replace, or substitute the EEM that is not performing at the required level, as identified in the M&V Report. Following corrective action, ABS shall re-perform the relevant M&V work for the affected EEM(s) and amend or supplement the M&V Report. If the sum of the EEMs indicates that the Guaranteed Project Savings are met or exceeded, then no further remedy shall be required.

If, after the opportunity to make corrections, the M&V Report, as amended, indicates that verified savings are less than the Guaranteed Project Savings as shown in the Savings Summary, then ABS shall pay the Purchaser the shortfall amount. However, under no circumstances will the amount(s) paid for the total of the energy savings shortfalls exceed the total lease payments associated with this contract.

The Purchaser agrees that project savings, which exceed the guaranteed amount in any one (1) year, may be applied to previous or future year's savings to offset an energy savings shortfall. The savings guarantee will remain in effect for the term of this agreement. Cancellation of this agreement will result in the termination of the savings guarantee.

The Utility Baseline Summary, as shown in Attachment 2, may be modified over the course of the Guarantee Period to adjust for changes in utility rates, number of days in utility billing cycle, square footage, energy using equipment, building occupancy and weather. This Guarantee is subject to the Purchaser's adherence to the Control Parameters for HVAC and Control systems, as documented in the Installation Agreement Attachments. This guarantee assumes the annual utility rate escalator of 6% and annual solar production at 100% of the estimated solar production in kWh.

Measurement and Verification Methods

Measurement and Verification (M&V) of energy savings is a methodology based on standard industry protocol intended to provide reasonable assurance that energy savings calculated are realized over the term of the contract.

The development of the M&V plan is based on the International Performance Measurement and Verification Protocol (IPMVP): Concepts and Options for Determining Energy and Water Savings, Volume 1. This plan contains methodology that shall provide verification of the estimated program savings through direct utility billing comparisons, engineering calculations and/or field measurements.

M&V methods can differ based on the type, size and complexity of the project, as well as the availability of data, level of assurance of saving, financing constraints, and energy costs. The M&V methods used for this project are detailed herein and were selected to be the most cost effective while still providing a reasonable assurance of the savings calculations.

IPMVP 2012 Volume 1 provides an overview of the IPMVP Options, as illustrated below:

M&V Option	M&V Methodology Description	How Savings Are Calculated
Option A Retrofit Isolation: Key Parameter Measurement	Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the EEM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications, or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated.	Engineering calculation of baseline and reporting period energy from short-term or continuous measurements of key operating parameter(s) and estimated values. Routine and non-routine adjustments as required.
Option B Retrofit Isolation: All Parameter Measurement	Savings are determined by field measurement of the energy use of the EEM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period.	Short-term or Continuous measurements of baseline and reporting period energy, and/or engineering computations using measurements of proxies of energy use. Routine and non-routine adjustments as required.
Option C Whole Facility	Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurements of the entire facility's energy use are taken throughout the reporting period.	Analysis of whole facility baseline and reporting period (utility) meter data. Routine adjustments as required, using techniques such as simple comparison or regression analysis. Non-routine adjustments as required.
Option D Calibrated Simulation	Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This Option usually requires considerable skill in calibrated simulation.	Energy use simulation, calibrated with hourly or monthly utility billing data. (Energy end use metering may be used to help refine input data.)

Selected Measurement and Verification Options

The below table illustrates the selected IPMVP Options for the EEMs covered under this M&V plan:

Site	Mechanical Upgrades	Control Upgrades	Electrical Upgrades	Envelope Upgrades	Air Disinfection Systems	Misc. Systems	Renewable Energy Systems
Aquatic Center	A, C			A, C			A, C
City Hall	A, C			A, C		A, C	A, C
Montebello Golf Course							A, C
Transportation Facility	A, C	A, C	A, C	A, C			A, C
Youth Center							A, C
City-Wide					A, C		

The particular options selected for each EEM was based on a number of related issues including: EEM complexity, EEM cost, EEM savings, cost of M&V and the ability to accurately determine holistic building operations. If more than one option is selected, either option will be considered valid by ABS and the Purchaser.

The baseline and the post-installation energy use depend on various system and external factors, such as utilized setpoints, energy demand, operating hours, occupancy, weather conditions, and energy rates. Development of the baseline, post installation consumption, cost avoidances and simple payback for each EEM covered by this M&V plan includes:

- Stipulated Values – These agreed upon values are important in the overall calculations for energy consumption, financial calculations, and operating conditions.
- Developed/Measured Values – These are the values determined by spot or short-term measurement. Values are determined based on a sound engineering approach to variable determination. Both values used for baseline consumption and values to be measured/determined as parts of the post installation are detailed.
- Assumptions – Some values that are assumed in order to calculate energy use are necessary in certain circumstances.
- Calculations – The necessary calculations for baseline energy usage, costing, and annual savings for evaluating the estimated and actual savings of EEMs.
- Pre-Retrofit Measurements – EEMs may have a section detailing the measurements required prior to the retrofit. These measurements are used to establish the baseline or adjustments required to establish an accurate baseline.
- Post Retrofit Measurements – EEMs may have a section that details the measurements required if any after the retrofit is completed. This section is utilized to detail the type of measurements required for verification of the energy savings calculations.
- Adjustments – EEMs may have a section for adjustments. This section includes possible adjustments to the actual Energy Audit Report and energy information, appropriate adjustments to the M&V plan, and adjustments to any savings guarantee. This section is utilized to anticipate changes necessary due to field conditions and provide an appropriate response in the verification of actual energy and cost avoidances.
- Commissioning – EEMs may have a section regarding the commissioning process. This provides the detail for how the savings will be verified upon project completion, and the type of inspection that will be completed, and the billing method for verified savings. This section is utilized to provide a standard approach for each EEM upon project completion.
- ABS will follow the agreed-upon M&V protocols for the measurement period and will prepare post installation reports with supporting documentation for the Purchaser.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Mechanical System Upgrades

M&V Procedure
This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. For this retrofit, field data shall be collected which includes, unit counts, unit capacity, nameplate electrical data and efficiency rating for each existing HVAC system.

Stipulated Values
Hours of operation, heating/cooling loads and runtime hours of the existing HVAC systems are stipulated for purposes of M&V. Please refer to The Mechanical Systems and Controls Systems Attachment(s) in the Installation Agreement for specific operating hours and runtime hours for each HVAC unit or area. Stipulated values are agreed to by Purchaser.

Adjustments
For this EEM, the following adjustments are allowed for the purposes of Measurement and Verification:

- Addition of new HVAC units and/or extra run time.

Savings Calculations
The calculations for the baseline energy consumption and post retrofit savings shall be completed in accordance with the industry guidelines set forth by IPMVP and methods indicated below.

kWh Savings = [(Capacity of Existing HVAC Unit) x (Existing Unit Efficiency) x (Stipulated Load Factor)] – [(Capacity of New HVAC Unit) x (New Unit Efficiency) x (Stipulated Load Factor)] x (Annual Hours of Operation)

Dollar Savings = (kWh Savings) x (Average Utility Baseline $/kWh Rate)

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Commissioning
Commissioning shall consist of inspections and a final verification report. Inspections shall consist of:

- ABS shall include verification that each new unit is operating as specified in all modes (heat/cool).

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Control System Upgrades

M&V Procedure
This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. The cooling and heating setpoints during occupied and unoccupied modes of the HVAC equipment will be verified and documented. For this retrofit, field data shall be collected which includes, unit counts, unit capacity, nameplate electrical data, efficiency rating, operating schedules, cooling and heating temperature setpoints for each HVAC system.

Stipulated Values
Hours of operation, heating/cooling loads and runtime hours of the existing HVAC systems are stipulated for purposes of M&V. Please refer to The Mechanical Systems and Controls Systems Attachment(s) in the Installation Agreement for specific operating hours and temperature setpoints. Stipulated values are agreed to by Purchaser.

Adjustments
For this EEM, the following adjustments are allowed for the purposes of Measurement and Verification:

- Addition or subtraction to the conditioned square footage of facilities.
- Utility rates, billing days or degree days.
- Equipment changes or modifications.
- Changes in facility usage associated with daily occupancy times, occupancy levels and special events.

Savings Calculations
The calculations for the baseline energy consumption and post retrofit savings shall be completed in accordance with the industry guidelines set forth by IPMVP and methods indicated below.

kWh Savings = (Capacity of HVAC Unit) x (Unit Efficiency) x (Stipulated Load Factor) x (Existing Annual Operating Hours – Proposed Annual Operating Hours)

Therm Savings = (Heating Capacity of HVAC Unit) x (Unit Efficiency) x (Stipulated Load Factor) x (Existing Annual Operating Hours – Proposed Annual Operating Hours)

Dollar Savings = [(kWh Savings) x (Average Utility Baseline $/kWh Rate)] + [(Therm Savings) x (Average Utility Baseline $/therm Rate)]

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Pre-Retrofit Measurements
Existing operating hours and cooling/heating temperature setpoints for each HVAC unit or area will be obtained from current thermostats and/or Energy Management System.

Post-Retrofit Measurements
Post-retrofit operating schedules, cooling and heating temperature setpoints in both occupied and unoccupied modes for the HVAC equipment will be obtained using the new control systems.

Commissioning
Commissioning shall consist of inspections and a final verification report. Inspections shall consist of:

- ABS shall include verification that the operating schedules, cooling and heating setpoints and controls sequences for the HVAC equipment connected to the new thermostats and/or energy management system are programmed as specified.

City of Montebello Transportation Center HVAC Controls Operating Parameters								
Bldg.	Location	Equipment	Start	Stop	Wk/Yr	Ht Set-Pt	Cool Set-Pt	Notes
Transportation Facility Main Bldg.	NW. Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	NW. Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	NW. Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	NW. Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	NW. Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	N. Central Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	N. Central Upper Rooftop	Gas Package RTU	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	E. Central Rooftop	Split Condenser	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	E. Rooftop Penthouse	Air Handler DX + HHW	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	E. Rooftop	Condenser	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Small Bldg.	Rooftop	Ductless Split Condenser	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Small Bldg.	Rooftop	Ductless Split Condenser	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Add 5-ton Package Unit	5:00	21:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Add Ductless Mini Split	0:00	0:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	W. Lower Rooftop	Add Ductless Mini Split	0:00	0:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	SE Rooftop	Add Ductless Mini Split	0:00	0:00	52	68	74	7 days/Wk
Transportation Facility Main Bldg.	N. Central Rooftop	Add 7.5-ton Package Unit	5:00	21:00	52	68	74	7 days/Wk

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Electrical System Upgrades

M&V Procedure
This option provides for the measurement of at least one variable pre and post retrofit with other variables allowed for stipulation. For this retrofit, a representative sample of each of the transformer types will be measured. The same sample will be used for both pre and post retrofit calculations. Wattage shall be measured with an appropriate instrument that is properly calibrated.

Stipulated Values
Operating Hours are stipulated for purposes of M&V. The hours of operation will match the hours the facilities were operating during the baseline period. The transformers are energized 24/7 year-round for all facilities. Stipulated values are agreed to by the Purchaser. The below table illustrates stipulated existing and proposed transformer losses and percentage loading based on extensive field measurements:

Transformer	Existing Equipment		Proposed Equipment				Savings
kVA	No Load Losses (W)	Full Load Losses (W)	No Load Losses (W)	Full Load Losses (W)	ON % Loading	OFF % Loading	kWh Savings
75	868	3347	111	2537	7.90%	4.30%	5,704
150	1518	5544	203	3945	8.20%	4.70%	11,643
225	1870	8088	319	4317	7.50%	4.50%	13,679

Adjustments
For this EEM, the following adjustments are allowed for purposes of Measurement and Verification:

- Utility rates, billing days or degree days.

Savings Calculations
The calculations for the baseline energy consumption and post retrofit savings shall be completed in accordance with the industry guidelines set forth by IPMVP and methods indicated below.

kWh Saving = EXISTING [(No Load Losses + ((On % Loading)^2(Full Load Losses-No Load Losses))) / 1000]*(Operation Hours) +*
[(No Load Losses + ((OFF % Loading)^2(Full Load Losses-No Load Losses))) / 1000]*(Operation Hours) –*
PROPOSED [(No Load Losses + ((On % Loading)^2(Full Load Losses-No Load Losses))) / 1000]*(Operation Hours) +*
[(No Load Losses + ((OFF % Loading)^2(Full Load Losses-No Load Losses))) / 1000]*(Operation Hours)*

Dollar Savings = (kWh Savings) x (Average Utility Baseline $/kWh Rate)

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Commissioning
Commissioning shall consist of inspections and a final verification report. Inspections shall consist of:

- During construction, ABS shall maintain a detailed record of the types and quantities of fixtures retrofitted and fixtures installed in each facility. A post construction inspection is required by the responsible M&V party.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Envelope Upgrades

M&V Procedure
This measure will lead to a reduction in energy usage as a result of reducing the cooling and heating loads of the spaces below. Due to the complexity and required equipment to quantify the energy savings from installing the membrane roof the energy savings potential will be deemed achieved once installed. The energy savings is being treated as an added benefit on top of the other benefits of this roofing work.

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Air Disinfection Systems

M&V Procedure
This measure will lead to a cleaner indoor air quality. Due to the complexity and required equipment to quantify the energy savings from installing the disinfection systems the energy savings potential will be deemed achieved once installed. The energy savings is being treated as an added benefit on top of the other benefits of this measure.

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Pool Boiler Optimization

M&V Procedure
This measure will lead to a reduction in natural gas usage because the old inefficient pool boilers of which one is non-operational are being replaced with two new high efficiency condensing pool boilers with an efficiency up to 97%. Due to the existing boilers being in disarray and the uncertainty of the existing boiler(s) being able to maintain the desired pool temperature set-point resulting in an inconsistent baseline natural gas usage the energy saving from installing the new boilers will be deemed achieved once installed. The energy savings is being treated as an added benefit on top of the pool being able to maintain the proper temperature. The natural gas savings are expected to be significant from the optimization of the boiler system.

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Installation of the Pool Cover

M&V Procedure

This measure will lead to a reduction in natural gas usage because the pool is currently not being covered resulting in a significant transfer of energy due to a high rate of evaporation. With the introduction of a pool cover during non-operating hours the reduction in the rate of evaporation will result in a significant water savings and natural gas savings. Due to the existing pool boilers being in mechanical disarray with only one of two boilers being functional for a period of time and the pool water temperature fluctuating during periods of cold outside air temperature the baseline energy consumption will be inconsistent. Therefore, the energy savings will be deemed achieved once installed. The energy savings is being treated as an added benefit on top of the pool being able to maintain the proper temperature. The natural gas savings and reduction in water loss are expected to be significant from the introduction of the new pool cover when used.

Operational Savings

The Purchaser will realize operational savings resulting from the utilization of the new pool cover and the boiler systems operating at a reduced average load factor and from new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement

For Rebuild of the Pool Pump(s) & Motor(s), New Filtration Systems and Installation of a New VFD

M&V Procedure

This measure will lead to a reduction in energy usage because the pool pump is now able to be ramped down in speed resulting in a significant energy savings because of the infinity laws effect on centrifugal devices. Due to the existing pool equipment's operating parameters during the baseline the energy savings will be deemed achieved once installed. The energy savings is being treated as an added benefit on top of the pool being able to maintain the proper rate of filtration. The energy savings are expected to be significant with the introduction of the VFD and the proper controls monitoring the filtration process.

Operational Savings

The Purchaser will realize maintenance and operational savings resulting from the new pool system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Miscellaneous Upgrades

M&V Procedure
This measure will lead to upgraded restroom facilities. Due to the complexity and required equipment to quantify the energy savings from installing the disinfection systems the energy savings potential will be deemed achieved once installed. The energy savings is being treated as an added benefit on top of the other benefits of this measure.

Operational Savings
The Purchaser will realize maintenance and operational savings resulting from the new system installations, extended warranties, and/or service agreements provided by ABS. The operational savings are based on CEC guidelines and are stipulated and met upon the completed installation of the energy retrofit contract.

Measurement and Verification Plan

IPMVP Option A: Retrofit Isolation, Key Parameter Measurement
For Renewable Energy Systems

M&V Procedure
This option shall provide for the measurement of at least one variable pre- and post-retrofit with other variables allowed for stipulation. For this installation, the kilowatt-hour (kWh) production from the solar PV systems shall be measured and recorded.

Stipulated Values
The solar system savings are stipulated for the purposes of M&V. Values are obtained from the expected solar kWh production outlined in the Solar Systems Attachment. The solar kWh annual production is guaranteed at 80% of the expected value. The solar panel degradation factor (0.5%/year), avoided energy cost ($/kWh, based on the City of Montebello rate schedule) and utility escalation rate (6%/year) are stipulated for the solar photovoltaic systems. Stipulated values are agreed to by Purchaser.

Savings Calculations
The calculations for the baseline energy consumption and post installation savings provided the basis for the overall financial viability of these EEMs. The following equations summarize the calculation of savings:

Electricity Production*: Electricity production of the PV system is determined by recording the kilowatt hours (kWh) off the net electric meter and recording the results.*

Dollar Savings: *After recording kWh production, each site's avoided energy cost ($/kWh), as shown in Utility Baseline, shall be used to determine dollar savings. Dollar Savings = (Annual kWh production) x (Avoided $/kWh) = Annual $ kWh Saved*

Maintenance of System
Calculation of energy cost savings from the solar PV systems are contingent upon the Purchaser maintaining an active operations and maintenance (O&M) contract with a solar service provider for the term of the solar lease agreement. This is to ensure that the solar panels are clean, operating in the intended way and free from any disruptions or damage that is beyond ABS's control.

Pre-Retrofit Measurements
Existing utility electrical energy (kWh) consumption as shown in the Utility Baseline Summary, as shown in Attachment 2.

Post-Retrofit Measurements
Electrical energy (kWh) produced from the solar PV systems recorded from the net electrical meter.

Adjustments
For this EEM, the following adjustments are allowed for the purposes of Measurement and Verification:

- Addition or subtraction to the square footage of facilities.
- Utility rates, billing days or degree days.
- Addition or subtraction of electrical load at the facilities.
- Changes in the solar PV system sizing, location and layout.
- Changes in the conditions at or near any of the sites, which causes additional shading, soiling, or otherwise reduced performance of the solar PV systems.
- Adjustment to the Guaranteed Production values for weather shall use local weather data as recorded during the corresponding period.
- To the extent that the System output is negatively impacted by casualty, government regulation and or restriction that is beyond the Contractor's control to remedy within a reasonable time period, the Parties shall negotiate in good faith a modification of the Guaranteed Production.

Excused Production Losses

For this EEM, the following events are excused from production losses and any necessary adjustments are allowed for the purposes of Measurement and Verification:

- Force Majeure Events: Lost production from the beginning of a Force Majeure Event until production limiting factors caused by the Force Majeure Event have been remedied.
- Grid Event: Lost production when a fluctuation in the Grid frequency or voltage causes the inverters or the System to disconnect from the Grid. The "Grid" is defined to be the system receiving power exported from the System.
- Grid Outage: Lost production when a failure in the grid or Interconnection Infrastructure prevented energy from being exported from the solar facility. "Interconnection Infrastructure" means that utility-owned and maintained interconnection equipment (the substation including but not limited to transformers, switches, and protective relays) that is used to connect the Facility to the utility grid. Grid operator/owner ordered curtailments for any reason, other than an issue in the System, is a Grid Outage.
- Weather Events: Lost production from weather that limits or prevents safe operation of the solar facility including floods, snow, hurricanes, tornadoes, insolation-limiting wildfires and volcanic activity.
- Purchaser Caused: Lost production when System dc capacity is off-line due to outages attributable to Purchaser's decision to perform or cause to be performed, any investigations, studies, operations, construction, installation and maintenance work or other activities deemed appropriate by ABS at its sole discretion.

Commissioning

Commissioning shall consist of inspections and a final Commissioning report. Commissioning of the new solar PV system shall include securing the Utility Interconnect agreement, proper alignment of the solar panels and functional testing.

Measurement and Verification Plan

IPMVP Option C: Whole Facility

M&V Procedure

The Measurement and Verification (M&V) Plan following IPMVP Option C protocol is designed to evaluate the energy performance of the whole facility, not just individual EEMs. The energy performance is assessed through utility meters, whole-facility meters, or sub-meters. The measurement boundary encompasses either the whole facility or a major section of the facility where EEMs were installed. Option C determines the combined savings of all the EEMs installed at the facility and is monitored by the associated energy meter. Savings reported under this Option will include the positive or negative effects of any non-EEM changes made in the facility because whole-facility meters are used.

Adjustments

Adjustments will be computed from identifiable physical facts about the energy governing characteristics of equipment within the measurement boundary. Adjustments are used to express both pieces of measured energy data under the same set of conditions. Two types of adjustments are possible:

- *Routine Adjustments* are used to account for any energy-governing factors, expected to change routinely during the reporting period. Routine Adjustments are completed by developing a mathematical model of each meter's energy-use pattern. Typically, the baseline model includes factors derived from regression analysis, which correlates energy to one or more independent variables such as occupancy, weather, and metering period length. Values of independent variables over the reporting period can be inputted into the baseline model to predict what the baseline energy consumption would have been had if no EEM's were installed.
- *Non-Routine Adjustments* are used to account for those energy-governing factors which are not usually expected to change, such as: the facility size, the design and operation of installed equipment, or the type of occupants. ABS will monitor these static factors for change throughout the reporting period. Adjustments will be based on industry standards and sound engineering principles as they pertain to the specific affected system.

Metering

Whole-facility energy measurements can use the utility's meters. Utility meter data is considered 100% accurate for determining savings because this data defines the payment for energy. The energy supplier's meter(s) may be equipped or modified to provide output that can be recorded by the facility's monitoring equipment. Meter data can be hourly, daily or monthly whole-facility data.

Savings Calculations

The calculations for the baseline energy consumption and post retrofit savings shall be completed in accordance with the industry guidelines set forth by IPMVP and ASHRAE. The baseline period and reporting period should use complete years of continuous data (12, 24, or 36 months). The electrical consumption reduction of the facility (measured in kWh and/or kW) shall be reported as Savings, or Avoided Energy Use, in which the savings are stated under the conditions of the reporting period and determined by the following equation:

Energy Savings (Avoided Energy Use) = (Baseline Energy ± Routine Adjustments to reporting-period conditions
± Non-Routine Adjustments to reporting-period conditions) - Reporting-Period Energy

The price schedule of the reporting period will be used to compute the "avoided cost" on a meter-by-meter basis. The price schedule will be obtained from the utility and will include all elements that are affected by metered amounts, such as consumption charges, demand charges, power factor, and demand ratchets. In the event of a significant decrease in energy prices, the price schedule used for savings reporting will be that which prevailed at the time of commitment to the investment. Cost savings are determined by applying the appropriate rate / price schedule in the following equation:

Cost Savings (Avoided Cost) = Cost of Baseline Energy - Cost of Reporting-Period Energy

Attachment 2

Utility Baseline Summaries

Utility Baseline for City of Montebello						
Site name	Service Address	City	Account #	kWh Usage	Elect Cost	Elect Rate ($/kWh)
Aquatic Center	1300 W Olympic Blvd	Montebello, CA	8000160383	328,780	$ 52,291	$ 0.159
City Hall Complex	1600 W Beverly Blvd	Montebello, CA	8002876408	974,415	$ 166,397	$ 0.171
Country Club	2927 Via Campo	Montebello, CA	8001780015	790,117	$ 171,607	$ 0.217
Montebello Golf Course	988 Via San Clemente	Montebello, CA	8001331970	1,154,400	$ 198,253	$ 0.172
Transportation Center	418 S. Park	Montebello, CA	8003215470	392,948	$ 189,741	$ 0.483
Transportation Center	400 S. Taylor	Montebello, CA	8001705362	754,668	$ 134,763	$ 0.179
Youth Center	236 S Taylor Ave	Montebello, CA	8001638174	153,744	$ 40,159	$ 0.261

Attachment 3

Energy Efficiency and Renewable Project Cashflow

Cash Flow
City of Montebello

		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Years 21 to 25	Years 26 to 30	Totals
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044 to 2048	2049 to 2053	
	Energy Efficiency Savings	$6,702	$33,508	$35,518	$37,650	$39,909	$42,303	$44,841	$47,532	$50,384	$53,407	$56,611	$60,008	$63,608	$67,425	$71,470	$75,758	$13,632	$14,450	$15,316	$16,235	$17,210	$102,833	$137,614	$1,103,922
	O&M Savings	$68,269	$341,346	$348,173	$355,136	$362,239	$369,484	$376,874	$384,411	$392,099	$399,941	$407,940	$212,129	$216,371	$220,699	$225,113	$229,615	$234,207	$238,892	$243,669	$248,543	$253,514	$0	$0	$6,128,664
	Solar Savings		$710,329	$749,184	$790,164	$833,386	$878,973	$927,052	$977,762	$1,031,246	$1,087,655	$1,147,150	$1,209,899	$1,276,080	$1,345,882	$1,419,501	$1,497,148	$1,579,042	$1,665,416	$1,756,514	$1,852,595	$1,953,932	$11,494,699	$15,001,756	$51,185,360
	Solar Direct Pay ITC				$3,797,608																		$0	$0	$3,797,608
	Capital Cost Avoidance	$8,439,519																							$8,439,519
Total Program Savings		$8,514,490	$1,085,183	$1,132,875	$4,980,558	$1,235,594	$1,290,760	$1,348,767	$1,409,705	$1,473,729	$1,541,003	$1,611,701	$1,482,035	$1,556,060	$1,634,005	$1,716,084	$1,802,522	$1,826,881	$1,918,757	$2,015,500	$2,117,374	$2,224,656	$11,597,526	$15,139,370	$70,655,073
	Upfront Capital Contribution	$7,000,000																							
	Annual Lease Payment		$935,183	$982,875	$4,830,558	$1,085,534	$1,140,760	$1,198,767	$1,259,705	$1,323,729	$1,391,003	$1,461,701	$1,333,035	$1,406,060	$1,484,005	$1,566,084	$1,652,522	$1,676,881	$1,768,757	$1,865,500	$1,967,374	$1,935,876	$0	$0	$32,264,909
Total Program Payments		$7,000,000	$935,183	$982,875	$4,830,558	$1,085,534	$1,140,760	$1,198,767	$1,259,705	$1,323,729	$1,391,003	$1,461,701	$1,333,035	$1,406,060	$1,484,005	$1,566,084	$1,652,522	$1,676,881	$1,768,757	$1,865,500	$1,967,374	$1,935,876	$0	$0	$39,264,909
	Net Annual Cash Flow	$1,514,490	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$150,000	$288,779	$11,597,526	$15,139,370	$31,390,165
	Net Cumulative Cash Flow	$1,514,490	$1,664,490	$1,814,490	$1,964,490	$2,114,490	$2,264,490	$2,414,490	$2,564,490	$2,714,490	$2,864,490	$3,014,490	$3,164,490	$3,314,490	$3,464,490	$3,614,490	$3,764,490	$3,914,490	$4,064,490	$4,214,490	$4,364,490	$4,653,269	$16,250,795	$31,390,165	

Total Project Amount - $26,270,796

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
(Address)

Project Title: Energy Services Contract with Alliance Building Solutions, Inc.

Project Applicant: City of Montebello

Project Location - Specific:
Montebello (Transit HQ, City Hall, Aquatic Center and various other City facilities)

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:
Installation and construction of various energy conservation measures including HVAC, roofing, and solar photovoltaic.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: James Enriquez, P.E.

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
Minor modifications and maintenance of existing buildings and facilities.

Lead Agency Contact Person: James Enriquez, P.E. Area Code/Telephone/Extension: (323) 887-1460

If filed by applicant:

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

Signature: _____ Date: _____ Title: Director of Public Works

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

ITEM # 3

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arnold Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO. 2459, REPEALING ORDINANCE NO. 2443 REMOVING CITY COUNCIL/AGENCY RULES OF ORDER FROM MONTEBELLO MUNICIPAL CODE CHAPTER 2.14**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Conduct a second reading and adopt Ordinance No. 2459 repealing previously adopted Ordinance 2443 and provide further direction for a date for a study session to review the rules of procedure; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The fiscal impact of repealing Ordinance 2443 and implementing changes to the City Council/Agency Meeting Rules of Order is unknown at this time and cannot be determined until such changes are defined.

BACKGROUND/DISCUSSION:

At its meeting of October 27, 2022, the City Council adopted Ordinance No. 2443 amending and restating the rules of order for the conduct of all City Council and Successor Agency meetings, proceedings, business, and rescinding Resolution Nos. 89-70, 06-22, 11-89 and 19-124.

At the City Council meeting of December 21, 2022, at the request of Mayor Torres, the City Council directed the City Attorney to prepare documents to repeal Ordinance No. 2443 relating to Chapter 2.14 of the Montebello Municipal Code.

At the City Council meeting of January 11, 2023, the City Council introduced and conducted the first reading of Ordinance No. 2459 which will repeal the previously adopted Ordinance No. 2443.

If the City Council adopts the attached Ordinance, the previously adopted City Council/Agency Meeting Rules of Order would be removed from the Municipal Code.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council introduce the attached Ordinance repealing previously adopted Ordinance 2443.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2459, Repealing CC Meeting Conduct (Ordinance No. 2443)

NEXT STEPS:

N/A

ORDINANCE NO. 2459

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, REPEALING BY REFERENCE CHAPTER 2.14 "CITY COUNCIL/AGENCY MEETING RULES OF ORDER" OF THE MONTEBELLO MUNICIPAL CODE

WHEREAS, the City Council has, by prior Resolutions, the last of which was Resolution No. 89-70, 06-22, and 11-89, adopted rules for the conduct of its City Council ("Council") and Successor Agency ("Agency") meetings.; and

WHEREAS, on October 27, 2021, the City Council adopted Ordinance No. 2443 amending and restating the rules of order for the conduct of all City Council and Successor Agency meeting, proceedings, business, and rescinding Resolution Nos. 89-70, 06-22, 11-89 and 19-124.

WHEREAS, the City Council desires to repeal Chapter 2.14 "City Council/Agency Meeting Rules of Order" of the Montebello Municipal Code.

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

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

SECTION 2. AMENDMENT; RESERVATION. Chapter 2.14 – City Council/Agency Meeting Rules of Order – is hereby stricken in its entirety from Title 2 – Administration and Personnel – of the Montebello Municipal Code and reserved for future use. (deletions in ~~strikethrough~~ and additions in double underline):

Chapter 2.14 – ~~CITY COUNCIL/AGENCY MEETING RULES OF ORDER~~ Reserved.

SECTION 3. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

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

SECTION 5. **PUBLICATION.** The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED, AND ADOPTED 25TH DAY OF JANUARY 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 11th day of January, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of January, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 4

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: Arnold M. Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: **SECOND READING AND ADOPTION OF ORDINANCE NO. 2460, AMENDING SECTION 3.20.050 AND 3.21.025 OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL CERTAIN EXCEPTIONS TO BIDDING PROCEDURES FOR PROFESSIONAL/SPECIAL SERVICES AND PURCHASES OF SUPPLIES/EQUIPMENT**

DATE: January 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct a Second Reading and adopt Ordinance No. 2460 repealing certain exceptions to the bidding procedures for professional/special services and purchasing of supplies/equipment; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

There is no immediate fiscal impact related to passage of this ordinance. However, there will be organizational impacts as additional time will be required to procure certain goods and services with elimination of the exceptions to the formal bidding process presented in the ordinance.

BACKGROUND/DISCUSSION:

At the City Council meeting of December 21, 2022, at the request of Mayor Torres, the City Council directed the City Attorney to prepare documents to repeal certain exceptions to bidding procedures for professional and special services as well as for the purchasing of supplies and equipment set forth in Sections 3.20.050 and 3.21.025 of the Montebello Municipal Code. At the City Council meeting of January 11, 2023, the City Council introduced and conducted the first reading of Ordinance No. 2460.

If adopted, this Ordinance will repeal the "Standardization of Goods and/or Services" exception from formal bidding for goods and/or services when they are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the city. The Ordinance will also repeal provisions stating that the city will not be precluded from awarding a written contract for professional type services without complying with bidding procedures. In addition, this Ordinance will add language to both Sections 3.20.050 and 3.21.025 requiring the written record of use of the exception and the reason for using it be included in the agenda report submitted to the City Council for approval.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

The City Council will conduct a second reading and consider adoption of the attached Ordinance No. 2460.

ATTACHMENT(S)

1. Attachment A - Ordinance No. 2460, Bidding Procedures

NEXT STEPS:

N/A

ORDINANCE NO. 2460

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING SECTION 3.20.050 OF CHAPTER 3.20 AND SECTION 3.21.025 OF CHAPTER 3.21, TITLE 3, OF THE MONTEBELLO MUNICIPAL CODE TO REPEAL CERTAIN EXCEPTIONS TO THE BIDDING PROCEDURES FOR PROFESSIONAL AND SPECIAL SERVICES AND PURCHASES OF SUPPLIES AND EQUIPMENT

WHEREAS, the City of Montebello ("City") is a general law city under California Government Code Section 34102; and; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of Montebello may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Montebello Municipal Code defines "professional/special services" as services which require special performance criteria; special or specific equipment; specific experience, knowledge, training, personal judgment, quality of work or factors other than simply obtaining services at the lowest cost to the city; and

WHEREAS, the City Council desires to amend Sections 3.20.050 and 3.21.025 of the Montebello Municipal Code to repeal certain exceptions to the bidding procedures for professional and special services and purchases of supplies and equipment.

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

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

SECTION 2. AMENDMENT. Section 3.20.050 – Conformance with Bidding Procedures – of Chapter 3.20, Title 3, is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

3.20.050 - Conformance with bidding procedures.

Purchases of supplies and equipment for city use shall be made and accomplished in conformity with Section 3.20.080 or Section 3.20.090 except:

A. Emergency Procurement: When an emergency, as determined by the purchasing agent with the approval of the city manager in writing, is deemed to require that an order be placed with the nearest available source of supply;

B. Sole/Single Source Goods and/or Services: When the supplies and equipment needed can be obtained from one source only, such that written declaration of such will be required and noted by standard forms;

C. ~~Standardization of Goods and/or Services: When goods and/or services are required to maintain consistent operation or function to an existing technology or public safety system or program already in use by the city. Examples of items lending themselves to standardization are computer equipment, computer hardware and software products, public safety equipment such as ammunition, ballistic vests, light bars, mobile radios, camera systems, and fire apparatus. The purchasing officer shall have discretion in determining what goods and/or services fall within this category;~~

D. City Council Authorization: When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same;

E. Less than Two Thousand Dollars: When the amount of the purchase involved is less than two thousand dollars and cumulative citywide purchases from a single vendor/consultant/firm/etc. have not exceeded this amount during the fiscal year (July 1 - June 30);

F. Cooperative Purchase - Purchases for goods and/or services that are identical or nearly identical in scope to the goods and/or services listed in any valid, current and competitively bid cooperative governmental purchase program. Pricing shall be the same or better than the pricing contained in the cooperative purchase agreement. For the purposes of this Section, the term "cooperative governmental purchase program" means any combination between the city and any other public agency or public agencies for the joint purchase of goods and/or services.

G. Piggyback Purchase - If the Purchasing Officer determines it to be in the best interest of the city, the Purchasing Officer is authorized to "piggyback" onto or join into an existing written purchase contract obtained through a competitive bidding process prepared by and awarded by another local, state or federal government agency.

H. ~~Professional Services - Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow~~

~~agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.~~

I. Solicitation of Bids with No Response: Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the Purchasing Manager may proceed to have the services performed or the goods procured without further competitive bidding;

J. Compliance: Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.

K. Maximum Contract Term: Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.

Any use or application of the bidding procedure exceptions listed herein for the purchase of supplies and equipment for city use shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. In addition, the exception identified and the reason for applying the exception, along with the written record of such use or application, shall be included and explained in the agenda report submitted to the City Council seeking approval of the exception. This written record shall be kept for at least five years.

SECTION 3. AMENDMENT. Section 3.21.025 – Conformance with Bidding Procedures – of Chapter 3.21, Title 3, is hereby amended and will read as follows (deletions in ~~strikethrough~~ and additions in double underline):

3.21.025 - Conformance with bidding procedures.

The acquiring of professional/special services shall be made and accomplished in conformity with Section 3.21.050 or Section 3.21.060 except:

A. When an emergency, as determined by the purchasing agent with the written approval of the city manager, is deemed to require that an order be placed with the nearest available source;

B. When the professional/special services needed can be obtained from one source only;

C. When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required by the above-mentioned sections in every individual instance upon a finding by the city council that it would be impractical, useless, or uneconomical in such instance to follow the procedures, and that the welfare of the public would be promoted by dispensing with the same; or

D. When the amount of the professional/special services involved is less than two thousand dollars.

E. Compliance with the requirements set forth in the provisions of this chapter shall apply to all contracts awarded after the effective date of this subsection, as may be amended.

F. Notwithstanding the exceptions under this section, no commitment or contract with a definitive term may exceed five years.

~~G. Nothing shall be construed to preclude the city from awarding a written contract for professional type services, as defined by case or statutory law, without complying with the provisions of this Article. The term "professional services" means services entailing a high degree of specialized technical or mental skill, in a recognized field of expertise. Such services include attorneys, physicians, architects, engineers, appraisers, accountants, collection agency, detective agency, draftsman, mortuary, hospitals, escrow agency, travel agency, insurance broker, employment agency, advertising agency, real estate, chiropractic and optometry.~~

Any use or application of the bidding procedure exceptions listed herein for the acquisition of professional/special services shall require the making of a written record of such use or application, including the existence of a valid reason for such use or application. In addition, the exception identified and the reason for applying the exception, along with the written record of such use or application, shall be included and explained in the agenda report submitted to the City Council seeking approval of the exception. This written record shall be kept for at least five years.

SECTION 4. **SEVERABILITY.** If any action, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word without regard to any such decision.

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

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

PASSED, APPROVED, AND ADOPTED 25TH DAY OF JANUARY 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was introduced at the regular meeting of the City Council on the 11th day of January, 2023, and was adopted by the City Council of the City of Montebello at its meeting held on the 25th day of January, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM # 5

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **REVIEW OF CITY COUNCIL APPLICATIONS RECEIVED AND CONSIDERATION OF APPOINTMENT FOR TWO AT-LARGE CITY COUNCIL SEATS WITH AN ENDING TERM OF NOVEMBER 12, 2024**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Review and evaluate applications received by residents interested in being appointed to the vacant at-large City Council seats; and
2. Receive comments from applicants; and
3. Designate those to be appointed to the vacant City Council seats for a two-year period; and
4. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The estimated direct, operating cost of the appointment of two (2) additional Councilmembers for two years would be at least $130,000. This estimated amount includes operating expenses such as: salary/stipends, benefits (e.g., health, vision, dental, etc.), supplies, travel and meetings (e.g., conferences), telecommunications (e.g., cell phones), etc.. In addition, there would most likely be additional legal expenses related to the City Attorney's office supporting two additional City Council members.

BACKGROUND/DISCUSSION:

At its meeting of January 11, 2023, the City Council gave direction to have City staff return with information to discuss the process by which interested residents can apply for an appointment to the vacancies of the two at-large City Council seats. This item will allow the City Council to discuss and provide guidance to

the community on the process to be implemented to fill the vacancies for the two at-large seat terms for a period of two years.

At a special meeting on January 18, 2023, the City Council discussed and established a procedure for the consideration of two (2) at-large City Council seats with an ending term of November 12, 2024. The City Council has received applications by residents interested in being appointed to the vacant at-large City Council seats. These applications will be reviewed by the City Council for consideration of appointment. The deadline to appoint individuals for the vacant at-large City Council seats is February 13, 2023, pursuant to the 60-day timeline set by the Government Code.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council review and evaluate applications received by residents interested in being appointed to the vacant at-large City Council seats; receive comments from applicants; and designate those to be appointed to the vacant City Council seats for a two-year period.

ATTACHMENT(S)

1. Item No. 5 - Seven (7) City Council Application Submissions for Two At-Large Seats (1 Disqualified)

NEXT STEPS:

N/A

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Felony Conviction Declaration Form**
- **Form 700 on file**
- **Required Candidate Statement - NOT SUBMITTED; THEREFORE DISQUALIFIED**

CITY CLERK'S OFFICE

RECEIVED

Date: JAN24 '23 4:11PM

Submitted via email on 1/22/2023. KG.

CANDIDATE INFORMATION

NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
Ricardo Abraham Alonzo	[redacted]

RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box)
1327 South Spruce St

TELEPHONE	BUSINESS PHONE
	3238030844

EMAIL ADDRESS
ric@electricuniverse.org

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☑ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	22 years	
ARE YOU A UNITED STATES CITIZEN?	☑ YES	☐ NO

NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ YES	☑ NO
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☐ YES	☑ NO
** If yes, please indicate potential conflicts:*		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☑ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☑ YES	☐ NO

INCOMPLETE

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

I made the choice to submit this application to be considered for City Council because I'm tired of seeing my neighborhood as the first to lose services and the last to be improved. As with everything i undertake, I will bring a tireless approach to addressing the issues that affect our daily lives in Montebello.

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

Investing in the beautification and maintenance of important arterial streets, repaving and widening of select sidewalks, and the planting and maintenance of flowers and trees on and near the intersection of important crossroads.

Upgrading light poles, streets, and warning signs to ensure proper illumination and increase the safety of our parks, streets, and public spaces.

Working with our state representatives to ensure funding to clean up, revitalize and increase safety at the Rio Hondo bike/hike trail and continuous cleaning up along Bluff Road to deter illegal dumping.

Utilizing public park space in the south to create a "maker space" or community center where children and families can participate in city programs to express their interest in the arts and the sciences.

Increase the public safety and security of our community by ensuring that our first responders and public safety personnel have the resources, technology, and specialized tools needed to improve response times and proactively deter crime within our neighborhoods.

INCOMPLETE

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

1.22.23

Signature of Applicant

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.
Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, _____, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☑ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: January 22, 2023

Signature: _____

Print Name: Ricardo Alonzo Ugalde

INCOMPLETE

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Candidate Statement (250+ words)**
- **Felony Conviction Declaration Form**
- **Form 700 on file**

CITY CLERK'S OFFICE

RECEIVED

Date: JAN23 '23 4:42PM

CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) Kimberly, Ann, Cobos-Cawthorne	**DATE OF BIRTH** [redacted]
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) 607 Michael Collins Circle Montebello Ca 90640	
TELEPHONE (323) 359-9394	**BUSINESS PHONE**
EMAIL ADDRESS Kimberly.Ann.Cobos@gmail.com	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ **YES**	☐ **NO**
ARE YOU A RESIDENT OF MONTEBELLO?	☑ **YES**	☐ **NO**
HOW LONG HAVE YOU BEEN A RESIDENT?	42	
ARE YOU A UNITED STATES CITIZEN?	☑ **YES**	☐ **NO**
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ **YES**	☑ **NO**
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☑ **YES**	☐ **NO**
**** If yes, please indicate potential conflicts:*** Yes I am aware, but there are no conflicts of interest I am involved in.		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☑ **YES**	☐ **NO**
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) **Do you agree to file all required forms in a timely manner as required by the city's filing official?**	☑ **YES**	☐ **NO**

COMPLETE

EMPLOYMENT INFORMATION
OCCUPATION:
EMPLOYER:
ADDRESS:

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY

1. **PLEASE LIST YOUR EDUCATION (INCLUDE PROFESSIONAL OR VOCATIONAL LICENSE(S) OF CERTIFICATE(S)).**

BS Criminal Justice
MA Forensic Psychology
Certificate Crime Scene Technician
Medicolegal Death Investigator Certification
Doctoral Candidate in Clinical Psychology

2. **PLEASE DETAIL YOUR MONTEBELLO COMMUNITY INVOLVEMENT (LIST BOARDS, COMMISSIONS, COMMITTES OR COMMUNITY SERVICE ORGANIZATIONS/ MEMBERSHIPS THAT YOU HAVE SERVED UPON, VOLUNTEER ASSIGNMENTS, ELECTED OR APPOINTED OFFICE, ETC.).**

Culture & Recreation Commissioner 2014-2015
American Legion Auxiliary 2020- current
LA County Sheriff VIDA 2014- current
FBI Citizens Academy Alumni Association 2016- Present
Benevolent and Protective Order of Elks 2010- current

COMPLETE

3. **PLEASE DESCRIBE ANY BACKGROUND, TRAINING, EXPERIENCE AND INTERESTS THAT YOU BELIEVE QUALIFIES YOU TO SERVE ON THE MONTEBELLO CITY COUNCIL.**

4 years as a Montebello City Councilmember, 2 years as Montebello Mayor during the global pandemic. For the 3 years the city budget has been balanced, our current city budget had a surplus of $600,000.00. Also on my last day in office after my trip to Sacramento with our City Manager Rene Bobadilla, I helped secured funds in the amount of $15,870,000.00 for sale of our city water company (the city will continue to own the water rights).
Not to mention we will continue to get the Measure H sales tax revenue for the existence of our city, so far it is $29 million and counting. The city is in sound financial standing, but there is still so much more work that needs to be done here in our community.

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

There is still a lot of work that needs to be done citywide, and I am a team player who worked with all on council for the betterment of the city.
Since this is an At-Large seat, the data from the County Recorders office in Norwalk stated the next highest numbers should be from citywide election, not districts should be utilized, which are listed below. Since it was brought at a city council meeting the correct data should be utilized:

Kimberly Cobos-Cawthorne 1041
Rafael Gutierrez 911
Marie Ledezma 880
Steven Andrade 717
Rick Alonzo 686

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

Public Safety has always been my number one concern, we need to retain and expand both our Police and Fire Departments, continue to invest in our infrastructure, maintain fiscally responsibity, continue economic development citywide,
continue addressing our homelessness community, citizen participation in city issues and encourage participation at council meetings and improve and preserve open greenspace, continue to apply for grants.

COMPLETE

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Kimberly Cobos-Cawthorne

Signature of Applicant

January 20,2023

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

Kimberly Cobos-Cawthorne Candidate Statement

Montebello has been my home my entire life. I grew up here, went from elementary through High school here in Montebello. I purchased my first home here in Montebello, where my husband and I plan to raise our family. I have dedicated the last 30 years to serving the community I love. At the age of 15 I joined the Montebello Fire Department Explorer program; it taught me many positive objectives I have used in my adult life. I ran for Montebello City Council in 2018 because our city faced severe challenges, including a State Audit, which our group MATCH90640 (Montebello Activist To Clean House) initiated. Our group testified before the Judicial Legislative Audit Committee and won a unanimous 13-0 Full Forensic Audit. When I ran for office I wanted to be part of the solution, and I was honored that the residents entrusted me with that task when I was elected during my first term. In just four years, and despite a global pandemic and economic shutdown, our City of Montebello has been able to turn around the city's finances from a huge deficit to a record three-year balance budget, with a surplus of funds. We have improved our roads, and infrastructure to repairs and improvements to City Hall, and services for our resident's quality of life. Although we have taken many great strides for improvements, much work still needs to be done. We must improve public safety, expand city programs for residents, and assist in our homeless crisis. We must create jobs and increase business opportunities to strengthen our local economy. I am committed to working with my colleagues, residents, and city staff to maintain our momentum and continue Moving Montebello Forward.

COMPLETE

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.
Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Kimberly Cobos-Cawthorne, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☑	NOT BEEN CONVICTED OF A FELONY
☐	BEEN CONVICTED OF A FELONY

Dated: January 20, 2023

Signature: Kimberly Cobos-Cawthorne

Print Name: Kimberly Cobos-Cawthorne

COMPLETE

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Candidate Statement (250+ words)**
- **Felony Conviction Declaration Form**
- **Form 700 on file**

CITY CLERK'S OFFICE

RECEIVED

Date: JUN 24 '23 9:11AM

CANDIDATE INFORMATION

NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
ABRAHAM LEMOYNE LIM	[redacted]
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box)	
[redacted] MONTEBELLO, CALIFORNIA 90640	
TELEPHONE [redacted]	BUSINESS PHONE [redacted]
EMAIL ADDRESS [redacted]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☑ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	13 YEARS	
ARE YOU A UNITED STATES CITIZEN?	☑ YES	☐ NO

NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ YES	☑ NO
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☐ YES	☑ NO
** If yes, please indicate potential conflicts:*		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☐ YES	☑ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☑ YES	☐ NO

COMPLETE

EMPLOYMENT INFORMATION
OCCUPATION: SELF EMPOLYED
EMPLOYER: LAW OFFICES OF ABRAHAM L LIM APC
ADDRESS: [redacted] MONTEBELLO, CA 90640

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY

1. **PLEASE LIST YOUR EDUCATION (INCLUDE PROFESSIONAL OR VOCATIONAL LICENSE(S) OF CERTIFICATE(S)).**

CALIFORNIA STATE BAR LICENSE #225475

2. **PLEASE DETAIL YOUR MONTEBELLO COMMUNITY INVOLVEMENT (LIST BOARDS, COMMISSIONS, COMMITTES OR COMMUNITY SERVICE ORGANIZATIONS/ MEMBERSHIPS THAT YOU HAVE SERVED UPON, VOLUNTEER ASSIGNMENTS, ELECTED OR APPOINTED OFFICE, ETC.).**

MONTEBELLO INVESTMENTS COMMISSION 2019-2020
MONTEBELLO PERSONNEL COMMISSION 2021-PRESENT

3. **PLEASE DESCRIBE ANY BACKGROUND, TRAINING, EXPERIENCE AND INTERESTS THAT YOU BELIEVE QUALIFIES YOU TO SERVE ON THE MONTEBELLO CITY COUNCIL.**

I HAVE SERVED AS LEGAL ADVISER TO SEVERAL NON PROFITS SINCE 2014. I AM CURRENTLY PRESIDENT OF THE LOS ANGELES-MAKATI SISTER CITY AND HAVE SERVED IN THAT CAPACITY SINCE 2014.

COMPLETE

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

I AM INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL TO CONTINUE MY DESIRE TO SERVE MY COMMUNITY AND MY NEIGHBORS. MY BACKGROUND AND EXPERIENCE IN THE LAW WILL BENEFIT MY COMMUNITY AND BEING ON THE COUNCIL WILL ENSURE THAT THE INTERESTS OF MY COMMUNITY WILL BE HEARD AND ADDRESSED.

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

HOUSING, HEALTH, AND IMMIGRATION.

COMPLETE

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature of Applicant

01/21/2023

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

ABRAHAM LeMOYNE LIM

[redacted]
Montebello, California 90640
Tel [redacted]
E-mail [redacted]

EDUCATION

Juris Doctor 2002
Western State University College of Law
Fullerton, California
Law Review, Member 2000-2002

WORK EXPERIENCE

Attorney-at-Law
Law Offices of Abraham L. Lim APC
Montebello, California
September 2003-Present
U.S. Immigration and Nationality Law
Bankruptcy Law
Crisis Management

SKILLS

Bi-lingual in Tagalog, Conversational in
Mandarin, Fukien, and Spanish

ASSOCIATIONS

American Bar Association
Southern California Chinese Lawyers Association
Los Angeles County Bar Association
Philippine American Bar Association-Director 2004-2006
Filipino-American Library-Board of Directors 2004-2006
Los Angeles-Makati Sister City President 2014-Present

BAR MEMBERSHIPS

United States Supreme Court
California Supreme Court
United States Court of Appeals for the Ninth Circuit
United States District Court Central District of CA

AWARDS

Philippine Heritage Institute's President's Award 2009
Philippine Children's Charities Inc. Lifetime Achievement
And Ambassador of Goodwill 2017

CIVIC ACTIVITIES

University of La Verne College of Paralegal Studies
Advisory Board 1999-2003
Philippine Independence Day Gala Chairman 2017
Commissioner- City of Montebello Investments Committee
2019-December 31, 2020
Commissioner-City of Montebello Personnel Advisory
Commission 2021-Current
Legal Adviser-Coalition of Filipino American Chamber of
Commerce 2020-Current
Legal Adviser-Philippine American Travel Association Inc

COMPLETE

LAW OFFICES OF ABRAHAM L. LIM
A Professional Corporation
[redacted]
Montebello, California 90640
Tel. [redacted]
Email. [redacted]

CANDIDATE STATEMENT

To the honorable Mayor and City Council Members of the City of Montebello

I humbly submit this statement in support of my application for an appointment to the City Council of the City of Montebello.

As a first generation immigrant, it is my duty and commitment to contribute to the city and country I now call home. When I relocated to Los Angeles in 1988 from my home country the Philippines, I have been privileged to enjoy the promises and benefits of work in the great State of California and the fruits of the American way of life.

While working in the garments industry for the first decade of my life in America I worked alongside immigrants from Mexico, Myanmar, the Philippines, Israel, China, and England whose dreams and aspirations were very much like mine. The diversity of the communities in Southern California was inspiring to me.

In my second decade of life in America, I attended law school while working full time with Legal Aid of Pasadena where I advised, assisted, and counseled the poorest of the poor in our community, the San Gabriel Valley. It was while working at Legal Aid where my desire to help the less privileged in our community was born and continued when I completed my law degree and opened my private practice in Immigration Law.

As an immigration lawyer I have helped immigrants begin their lives in America legally. I developed close bonds with my clients and remain their attorney as they progress with their lives in their new home.

Over the years I volunteered my time and services to the Filipino-American community by organizing and promoting events that raised awareness of the immigrant communities in our area, encouraging candidates to run for public office, and served as pro bono legal counsel to various nonprofit organizations that serve our communities.

I engaged in diplomacy by serving as President of the Los Angeles-Makati Sister City since 2014. I serve the City of Montebello as a commissioner as a member of the Investments Committee in 2019 and currently as a member of the Personnel Commission.

If appointed, I shall serve the City of Montebello with the utmost dedication and commitment.

COMPLETE

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

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Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, ABRAHAM L. LIM, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

- ☑ NOT BEEN CONVICTED OF A FELONY
- ☐ BEEN CONVICTED OF A FELONY

Dated: January 21, 2023

Signature: [signature]

Print Name: ABRAHAM LEVEQUE LIM

COMPLETE

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Candidate Statement (250+ words)**
- **Felony Conviction Declaration Form**
- **Form 700 on file**

CITY CLERK'S OFFICE

RECEIVED

JAN24 '23 12:34PM

Date: JAN24 '23 12:33PM

CANDIDATE INFORMATION

NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
Marie Ledezma	[redacted]

RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box)
436 1/2 Bradley Ave.

TELEPHONE	BUSINESS PHONE
(714) 457-0732	(213) 388-4939

EMAIL ADDRESS
mariecledezma@gmail.com

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☑ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	over 9 years	
ARE YOU A UNITED STATES CITIZEN?	☑ YES	☐ NO

NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ YES	☑ NO
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☐ YES	☑ NO
** If yes, please indicate potential conflicts:* No conflicts		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☑ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☑ YES	☐ NO

EMPLOYMENT INFORMATION
OCCUPATION: Paralegal
EMPLOYER: L. Bishop Austin Attorneys APLC
ADDRESS: 3250 Wilshire Blvd Ste.1500, Los Angeles CA 90010

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY

1. **PLEASE LIST YOUR EDUCATION (INCLUDE PROFESSIONAL OR VOCATIONAL LICENSE(S) OF CERTIFICATE(S)).**

Bachelors Degree in Business
Paralegal ABA Certification

2. **PLEASE DETAIL YOUR MONTEBELLO COMMUNITY INVOLVEMENT (LIST BOARDS, COMMISSIONS, COMMITTES OR COMMUNITY SERVICE ORGANIZATIONS/ MEMBERSHIPS THAT YOU HAVE SERVED UPON, VOLUNTEER ASSIGNMENTS, ELECTED OR APPOINTED OFFICE, ETC.).**

Over the past 7 years, I have vonlunteered in various projects in Montebello including:

- Trash clean up at Chet Holifield Park;
- Park beautification at Grant Rae Park;
- Tree planting and clean up at City Park; and
- Planting and beautification of the San Gabriel intersection.

3. **PLEASE DESCRIBE ANY BACKGROUND, TRAINING, EXPERIENCE AND INTERESTS THAT YOU BELIEVE QUALIFIES YOU TO SERVE ON THE MONTEBELLO CITY COUNCIL.**

My professional background and years of education and training ensure that I have the well-rounded skill set to be a team player. My work requires extensive contribution to the legal team, which involves effective communication and being a skilled researcher. Attorneys rely on me to provide them the information they need and negotiation skills are often an important part of my job. I work collaboratively with my colleagues to problem solve for a positive resolution. My interest in moving our city forward in a positive direction and upholding a standard off "community first" and "residents first" are elements I will apply if I am appointed to serve on the City Council.

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

I want to serve in order to give back to my community. I enjoy helping people and my desire grew and became more apparent while watching and attending council meetings. This determination remained evident during campaign season while having extended conversations with numerous residents. I listened to their concerns, ideas and suggestions, and it was clear our community desires positive change. We all expect higher standards of our government leaders, a better quality of life, and a safer community. We want leaders of integrity who will do the right thing even if nobody is watching. As a public servant I will champion the needs and concerns of our constituents, ensuring that all voices are heard. We can accomplish so much more by being positive, working together and building upon the good opportunities that lie ahead.

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

Improving our Public Safety and Infratrure
Governance Transperancy and Labor Relations
Housing, Community and Economic Development

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Marie Ledezma — 1-24-2022

Signature of Applicant — Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

January 22, 2023

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

Re: City Council Appointment for Filing of Vacancy

Dear City Council Members:

Please consider this statement for the appointment to the vacant at large City Council Member position.

My name is Marie Ledezma, a proud Montebello resident for over 9 years. I recently ran in the November 8, 2022, election for a seat on the Montebello City Council in District 3. I am proud to say that my small unified campaign team proudly put me only 81 votes away from winning my seat. It was a remarkable outcome considering I had an extremely limited campaign budget, but our team and I certainly had heart, passion and determination. I credit the outstanding voters of my community for believing in me and pushing me through a challenging election. I hope that I am chosen to serve this great city and feel I am a viable candidate. One who is willing to be a team player, serving with passion, integrity, good values, principles, and ethics. If appointed, I believe that together with my Council colleagues, we can lead and work harmoniously together, creating the positive change our community deserves.

I hold a bachelor's degree in business and a paralegal certification with the American Bar Association. I am fluent in Spanish and have over 10 years' experience in litigation, research, transactional law, bankruptcies and family law. As the senior paralegal at my firm, I work side by side with various attorneys and clients with different personalities and perspectives and work together to build a plan of action for a successful resolution. I am no stranger to working under pressure with a group of colleagues to problem solve. I am well equipped to handle the complexities of holding a City Council position.

I have always strived to make a difference through my years of volunteer work ranging in areas such as: working with the Special Olympics, helping clean up our parks, oceans and coastlines, food distribution to those in need and participating in various local community activities. I served as President and Treasurer of the ABC Unified Parent Teacher Association championing good causes and have always recognized the importance of community service and will continue doing my part as a servant leader.

My education, qualifications and professional experience will bring a unique skill set to the Montebello City Council. To quote John C. Maxwell "I believe the bottom line in leadership isn't how far we advance ourselves but how far we advance others. This is achieved by serving others and adding value to their lives."

I am committed to working as a team player - promoting a safe, beautiful, robust, healthy community, while listening and addressing the needs and concerns of our residents.

I appreciate your time and respectfully ask for your consideration.

Sincerely,

Marie Ledezma

Marie Ledezma

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.
Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Marie Ledezma, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: January 23, 2023

Signature: Marie Ledezma

Print Name: Marie Ledezma

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Candidate Statement (250+ words)**
- **Felony Conviction Declaration Form**
- **Form 700 on file**

CITY CLERK'S OFFICE
RECEIVED JAN24 '23 12:59PM
Date: JAN24 '23 12:59PM

CANDIDATE INFORMATION

NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
Nelly Giselle Nieblas	[redacted]
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box)	
[redacted] Montebello, CA 90640	
TELEPHONE	**BUSINESS PHONE**
[redacted]	same
EMAIL ADDRESS	
[redacted]	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☑ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	29 years	
ARE YOU A UNITED STATES CITIZEN?	☑ YES	☐ NO

NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ YES	☑ NO
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☐ YES	☑ NO
** If yes, please indicate potential conflicts:*		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☑ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☑ YES	☐ NO

COMPLETE

EMPLOYMENT INFORMATION

OCCUPATION: Manager Digital Equity Projects

EMPLOYER: The Utility Reform Netwoek

ADDRESS: 1500 Alhambra Road Alhambra Ca 91801

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY

1. **PLEASE LIST YOUR EDUCATION (INCLUDE PROFESSIONAL OR VOCATIONAL LICENSE(S) OF CERTIFICATE(S)).**

Harvard University-John F. Kennedy School Government MPA
University of Southern California- International Relations B.A
Pasadena City College-Cetificate Business Administration - Financial Investments
Pasadena City College- Certificate Business Administration- Management
Harvard University Extension School Certificate in Project Management (In Progress)
The American Institute of Professional Bookeepers- Certificate in Bookkeeping Adjusting Entries

2. **PLEASE DETAIL YOUR MONTEBELLO COMMUNITY INVOLVEMENT (LIST BOARDS, COMMISSIONS, COMMITTES OR COMMUNITY SERVICE ORGANIZATIONS/ MEMBERSHIPS THAT YOU HAVE SERVED UPON, VOLUNTEER ASSIGNMENTS, ELECTED OR APPOINTED OFFICE, ETC.).**

Montebello City Comissioner Personnel Advisory Board
Lions Club of Montebello-Member
Former Vice President Montebello Pico Rivera Democratic Club

State Volunteer Appointments
Governor Jerry Brown- Appointee
Legilative Manager and Public Information Officer - CA Council on Developmental Disabilities

Governor Gavin Newsom- Appointee- Board Member
CA Vocational Nursing Psychiatric Technicians Board

3. **PLEASE DESCRIBE ANY BACKGROUND, TRAINING, EXPERIENCE AND INTERESTS THAT YOU BELIEVE QUALIFIES YOU TO SERVE ON THE MONTEBELLO CITY COUNCIL.**

Please See Attached

COMPLETE

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

Please See Attached

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

if appointed my areas of focus//priorities will be:

1) Fiscal and Budget Transparency
2) Youth and Adult Workforce Readiness
3) Americans With Disabilities Act- Montebello Accessibility Plan

COMPLETE

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Kelly Nicholas — Signature of Applicant

1-24-23 — Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

Question 3- Attachment

Please describe any background, training, experience, and interests that you believe qualifies you to serve on the Montebello City Council

I am a first-generation Mexican-Salvadoran woman and college graduate with a physical disability. As The Utility Reform Network's (TURN) Digital Equity Project Manager, I spearheaded (TURN's grassroots efforts to close the digital divide in California and ensure affordable, reliable, and high-quality Internet service for all California residents.

I previously worked for RespectAbility as Manager for Advocacy, Policy, and Civic Engagement, where I focused on Workforce Development and Education. I was also a City Commissioner on the Personnel Advisory Board for the City of Montebello. As an appointee by Governor Jerry Brown as the Legislation Manager and Public Information Officer at the State Council on Developmental Disabilities, I pushed for the full integration of people with disabilities into the workforce.

As the Director of Public Policy & External Affairs at Public Allies, I worked with Congress and the Obama Administration to protect SSDI benefits for People with Disabilities. I was an invitee to the first-ever White House Forum on Nonprofits in 2013.

My roles with the local government include a tenure at the Los Angeles County Department of Public Social Services and working in the Office of Los Angeles County Supervisor Gloria Molina. I was also a United Nations Observer for the UN Convention on the Rights of Persons with Disabilities and a Program Analyst in Mexico's Office of the Secretary of Education and Health.

I hold a Bachelor of Arts in International Relations from the University of Southern California and a Master of Public Administration degree from Harvard University, Kennedy School of Government. I am also a graduate of Emerge California, New Leaders Council, HOPE Leadership Institute, and a member of the Women's Campaign School at Yale University.

All my professional experience brings a wealth of knowledge of policy formation and implementation to the at- large seat to the Montebello City Council

COMPLETE

Nelly Nieblas Applicant to AT-LARGE Seat Montebello City Council

Question 4-Attachment
Why are you interested in serving on the Montebello City Council?

I have lived in Montebello for 29 years and have proudly been a homeowner for the past 11 years. I've been a fighter for equity and fairness since the age of 7, when my late father looked me straight in the face and said, "God gave you a disabled body but not a disabled mind." He was my role model of equality, and he would say your mother is my equal in every way. My father and mother were partners in every way. My mother was my teacher when it came to equity. During her working years, she worked at a head start program in Montebello; she was a teacher's aide and was not paid the same as her younger counterparts. She lacked the formal education that would give her the proper certification. They both knew that without a formal education, my disability would be an obstacle to my full integration and acceptance into society. They nurtured my beliefs in fairness and equity. Equity is not only a belief you hold but an action you take. As a woman of color with a disability, I represent an intersectional identity. *I also bring my story* as a daughter of immigrants who continued working hard to make ends meet just to put food on the table. Being a community leader is being able to voice the concerns of those not represented within the current political system but also opening doors for people of all backgrounds regardless of gender, race, disability, or economic background.

I represent what is possible when a child of immigrant parents attends college and receives an Ivy League education to give back to her community. Serving as an at-large member of the Montebello City Council would empower me to be the voice for those traditionally not part of the public policy structure. In Montebello, people with disabilities, senior citizens, and nontraditional youth (those out of school and out of work) are not fully engaged in the civic participation and democratic process. As an at-large city council member I would engage with the different city departments to devise a dedicated outreach program that uses a "grassroots engagement" model to bring more voices to the table when it comes to city issues. One in four adults lives with a disability. The City of Montebello needs an accessibility master plan geared towards making all city services and events compliant with the Americans with Disabilities Act. I bring expertise on formulating inclusive policies and procedures that would not only include people with disabilities but senior citizens, families, and youth in all city events. For youth who are out of school and out of work, including older adults, workforce development needs to be a priority for the City of Montebello. Engagement with the workforce boards of Los Angeles County is vital for the economic prosperity of our municipality. With only 37% of our Montebello Unified School District students labeled college ready, that leaves over 60% of students in need of some vocational and workforce training to acquire gainful employment. My professional background in workforce policy and development would help build the partnerships needed to help our youth and adults achieve a prosperous livelihood.

If appointed to the Montebello City Council at-large seat, I come ready to lead on day one with innovative ideas and policy solutions to address the most pressing issues our city faces.

COMPLETE

Nelly Nieblas Candidate Statement At- Large Seat Montebello City Council

Every position, volunteer or professional, that I have held has been propelled by one vision: "How do I make the outsider the insider?" The impetus behind this motto has been deeply shaped by my intersectional identity. I am a first-generation low income, Mexican-Salvadoran woman, college graduate, with a physical disability and learning disability (dyslexia). The mere fact that I am a graduate from the Harvard Kennedy School of Government defies the odds. I use what others perceive as obstacles as a driving force to push for transformational change in every organization I have been a part of. My life experience has intersected with many policy issues. If appointed to the Montebello city Council I will bring the same intersectional point of view to my policy decisions coupled with fairness and objectivity in the overall goal of the most positive impact on Montebello residents.

My first job after graduating from college was a congressional fellowship working for the Congressional Hispanic Caucus (CHC) and Congressman Ciro Rodriguez. As a congressional fellow I championed the reauthorization of the Individuals with Disabilities Education Act (IDEA) in 2003-04. The reauthorization would guarantee federal funds for educational programs for students with disabilities across the country. As an AmeriCorps participant, I worked at the grassroots level with low-income immigrant Spanish-speaking populations in Pico Union, Los Angeles. The same neighborhood where my parents fell in love. As a community organizer my work was to empower the Pico Union neighborhood, to advocate for policy change to address inequitable placement of bus stops and bus routes. Which transported thousands of working immigrants: who cleaned houses, provided childcare, mowed lawns, and did general construction in the lavish homes in the Los Angeles' Westside. As the lead coordinator working with six local nonprofits: community residents were able to not only pinpoint problem areas in their neighborhoods including bus stops and bus routes, proposing community centered policy recommendations that advocated for a holistic community-informed transportation plan to the Los Angeles City Council.

As a newly minted Harvard graduate, I was an Associate Legislative Deputy for County Supervisor Gloria Molina, who oversaw parks and libraries and unincorporated areas in East Los Angeles, the same neighborhood in which I spent most my childhood. I worked tirelessly with community organizations, community leaders, constituents, and other elected officials to improve the state of parks (creating open park fitness zones for low-income families) to increase green space and libraries with new computers and Internet access in a neighborhood where both are a rare but a cherished luxury.

I also spent some time in the Los Angeles County Department of Social Services (DPSS) where I was exposed to every single program low-income families depended on for subsistence in the County. I, myself was a recipient of Medi-Cal (California's version of Medicaid) and In-Home Supportive Services (IHSS) which paid my mother a small stipend for all the caretaking my disability required. I spent two years learning the ins and outs of how DPSS programs worked, its eligibility requirements, the loopholes and mismanagement. It is here where I learned the impactful lesson of written policy versus implementation.

For Public Allies, I helped set the policy agenda working closely with the CEO to help Opportunity Youth (6.7 million youth between the ages of 16 to 24 are out of school and out of work in the United States) to participate in the AmeriCorps service program. My official title was Director of Policy and External Affairs. I also focused on opening doors for people with disabilities who wanted to participate in the AmeriCorps program but could not, for fear of losing their health and economic benefits (Medicaid and Medicare/SSI and SSDI). I worked closely with Sen. Chuck Grassley, Sen. Tom Harkin, and Sen. Sherrod Brown to push for legislation that would create an legislative exemption for

COMPLETE

people with disabilities who participate in an AmeriCorps program so people with disabilities including veterans with disabilities cannot lose their benefits.

As a governor appointee (Gov. Jerry Brown), I worked for the State Council on Developmental Disabilities as a legislative manager and information officer. As a community organizer, my professional background in legislative advocacy has honed my ability to take complex policy issues and convert that dry bureaucratic language into easily understood examples of community impact. As Legislative Manager and Information Officer for California State Council on Developmental Disabilities (SCDD), I worked on new policy areas related to Medicaid and Medicare services for people with Intellectual and Developmental Disabilities (I/DD). I managed and adapted a plan that outlined 15 organizational objectives leading the Council's work. My role focused on ensuring the employment policy and support services were at the forefront of our legislative agenda. Under my direction, an instrumental piece of legislation was introduced into the California legislature. The piece of legislation required to superintendent of schools to train teachers throughout the state in the basic screening tests for dyslexia. A piece of legislation near and dear to my heart because I was not diagnosed with dyslexia until I was a junior in college.

As legislative manager for Breathe of Los Angeles County, I worked on the focusing on the environmental impacts of air and environmental pollution have on individual health. Specifically, low-income communities of color that are disproportionately impacted by environmental pollution. The links between pollution and the impact on birthrates with children with disabilities is statistically significant. Although it cannot definitively be said that people who live close to freeways, polluted water streams, contaminated air, or garbage dumps have higher rates of disabilities in their children, my work in these neighborhoods has shown a high propensity of it being a reality. My work focused on pushing for stricter environmental regulations in low-income communities throughout Southern California. Working with the California legislature my advocacy work focused on environmental protections, and health initiatives focusing on the early detection of long-term health conditions in children in low-income communities.

At RespectAbility, a nonprofit dedicated to fighting stigmas and creating opportunities for people with disabilities. I was the Manager for Advocacy, Policy and Civic Engagement. In this role, I focused on building coalitions throughout the Western states of the nation, focused on creating groups of self-advocates with the lived experience of having a disability to advocate for policy changes in their states to improve their lives which include their families. I also focus on equitable opportunities pushing for legislation that makes the workforce more accessible and equitable for people with disabilities, specifically people of color with disabilities. Currently, as the Digital Equity Project Manager for The Utility Reform Network (TURN), I spearhead TURN's grassroots efforts to close the digital divide in California and ensure affordable, reliable, and high-quality Internet service for all California residents.

My work in public policy and equity issues has touched every part of the population from youth and disenfranchised immigrant populations to senior citizens. I bring over 20 years of experience to the appointed position of at-large city councilmember. What has the made me successful in my professional career has been my ability to remain objective under immense pressure, my ability to think strategically, also bring an ability to be a bridge builder between factions in different political organizations. I also have an in-depth knowledge of financial management, business administration and budget analysis. The City of Montebello would also be making history by appointing the first ever person with a visible disability to ever serve on the City Council.

COMPLETE

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.
Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Nelly Nieblas, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☒	NOT BEEN CONVICTED OF A FELONY
☐	BEEN CONVICTED OF A FELONY

Dated: January 24, 2023

Signature: Nelly Nieblas

Print Name: Nelly Nieblas

COMPLETE

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Candidate Statement (250+)**
- **Felony Conviction Declaration Form**
- **Form 700 on File**

CITY CLERK'S OFFICE

RECEIVED

Date: JAN24 '23 4:47PM

Submitted via email. RA.

CANDIDATE INFORMATION

NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH
Rafael Gutierrez	[redacted]
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box)	
312 N Vail Ave Montebello CA 90640	
TELEPHONE	**BUSINESS PHONE**
323-243-0026	N/A
EMAIL ADDRESS	
rgutie1612@gmail.com	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☑ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	47 years	
ARE YOU A UNITED STATES CITIZEN?	☑ YES	☐ NO

NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ YES	☑ NO
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☐ YES	☑ NO
** If yes, please indicate potential conflicts:*		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☑ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☑ YES	☐ NO

COMPLETE

EMPLOYMENT INFORMATION
OCCUPATION: High School Teacher/Athletic Director
EMPLOYER: Montebello Unifield School District
ADDRESS: 123 S. Montebello Blvd Montebello Blvd Montebello CA 90640

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY

1. **PLEASE LIST YOUR EDUCATION (INCLUDE PROFESSIONAL OR VOCATIONAL LICENSE(S) OF CERTIFICATE(S)).**

Bachelors Degree (Cal. State University of Long Beach)
Single Subject Teaching Credential (Cal. State University of Long Beach)
Crosscultural, Language and Academic Development Certificate

2. **PLEASE DETAIL YOUR MONTEBELLO COMMUNITY INVOLVEMENT (LIST BOARDS, COMMISSIONS, COMMITTES OR COMMUNITY SERVICE ORGANIZATIONS/ MEMBERSHIPS THAT YOU HAVE SERVED UPON, VOLUNTEER ASSIGNMENTS, ELECTED OR APPOINTED OFFICE, ETC.).**

-City of Montebello Elected City Treasurer (2018-2022)
-City of Montebello Investment Committee
-City of Montebello Fiscal Accountability and Investment Committee.
-High School coach/teacher/athletic director/mentor in the community for 33 years at Montebello High School.
-Montebello Baseball Association Volunteer for 10 years. Coach, Tournament Director, Vice President, Commissioner/President, and current Treasurer.
-YMCA youth coach for basketball and baseball/T-Ball. Volunteered during food distribution and provided donations during Thanksgiving.
-Golden State Basketball coach.
-Police Athletic/Activities League coach.
-Montebello Volunteer Program (MVP)
-Montebello Lions Service Club
-Director of Montebello High School Annual Athletic Hall of Fame Scholarship Golf Tournament. The tournament has raised over $250,000 to support scholarships and athletic teams.

3. **PLEASE DESCRIBE ANY BACKGROUND, TRAINING, EXPERIENCE AND INTERESTS THAT YOU BELIEVE QUALIFIES YOU TO SERVE ON THE MONTEBELLO CITY COUNCIL.**

During the four years as City Treasurer it provided me an in-depth understanding of the many financial aspects in running the day to day city operations. The FAIC committee allowed me and community members to have conversations to ensure there was transparency and accountability. I feel that committees are an important part of our community involvement. I have gained an understanding of the hours, studies, and the extensive work that it takes to make sure an item is ready for a council discussion and a vote. Many agenda items can and will be critical for our community for many years going forward. My job as athletic director requires me to oversee an annual operating budget of about $750,000, 600 athletes, 50 teams, and 23 sports. This requires time management, organization and communication skills, that I feel can be an asset when dealing with city business on the council.

COMPLETE

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

I want to be part of my city's movement to improve everyday life for our residents. My role as city treasure and involvement with the community has provided me with inspiration to represent my community. I want to work with the council to make significant decisions that will benefit Montebello progression. Ultimately, I care deeply for my city that I have lived in the majority of my life and I want to work with you all to continue the vision.

Please see Candidate Statement. I did not want to include that here agaiin.

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

One of my priorities would be the city s finances. Although the city may be financially stable, we need to be very mindful of how we utilize our funds. The city has received large amounts of funds from ARPA and the sale of the water company. We need to be cautious of those dollars and make sure they are being spread throughout the needs of our community. Additionally, we need to be strategic about any bonds moving forward. Another priority for me would be infrastructure, especially our roads and outdoor spaces. The city has made progress on improving our roads; however, we need to continue and explore county, state, and federal funding to keep our roads safe. I'm a strong advocate of sports and outdoor spaces. With today s concern of mental health and lack of time to focus on our health, we can provide an outlet for residents at our local parks. Let s be creative in funding the modernization of our parks and provide a variety of activities as recommended in the Parks Master Plan.

COMPLETE

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Signature of Applicant

2/24/23

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.
Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Rafael Gutierrez, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

- ☑ NOT BEEN CONVICTED OF A FELONY
- ☐ BEEN CONVICTED OF A FELONY

Dated: January 24, 2023

Signature:

Print Name: Rafael Gutierrez

COMPLETE

Candidate Statement

My name is Rafael Gutierrez, I've been a resident of this great city for 47 years. If given the opportunity to represent this city, I would like to give back to the city that has provided so much for my family, my friends, my neighbors, my students and myself since I was 5 years old. I have deep roots here in Montebello and care about moving our city forward for our next generation. I attended schools in the city and graduated from Montebello High School. I was a local success when I was drafted by the Kansas City Royals and also played professionally for the Los Angeles Dodgers. I then came back to inspire and mentor our youth by coaching baseball and teaching at my alma mater. With my experience as the former city treasurer and other community leadership roles, I possess a stronger background than many other candidates. My involvement with various youth organizations and my experience as a teacher provide a unique perspective that will help me serve in this role. My many years as a Montebello resident, a husband, and a father have allowed me to gain multiple perspectives on the needs of our community. I want to be part of improving the safety of our residents, modernizing our parks and repairing our streets. On the bigger scope, seeking funds for the ACE Project-underpass, improving and revitalizing downtown Montebello, attracting small businesses, and developing affordable housing are also of the most importance to me. When making a decision I will consider how it will affect the entire community, is it within the city's financial goals, and how it will impact the city in the future.

My cordial relationships with the current council and city employees, and my willingness to work and learn from fellow colleagues, will enable me to become a council member who will collectively work to make Montebello a better place to live. I respectfully ask for your consideration. Thank you.

-City of Montebello Elected City Treasurer (2018-2022)
-City of Montebello Investment Committee
-High School coach/teacher/athletic director in the community for 33 years at Montebello High School.
-Montebello Baseball Association Volunteer for 10 years. Coach, Tournament Director, Vice President, Commissioner/President, and current Treasurer.
-YMCA youth coach for basketball and baseball/T-Ball. Volunteered during food distribution and provided donations during Thanksgiving.
-Golden State Basketball coach.
-Police Athletic/Activities League coach.
-Montebello Volunteer Program (MVP)
-Montebello Lions Service Club
-Director of Montebello High School Annual Athletic Hall of Fame Scholarship Golf Tournament. The tournament has raised over $250,000 to support scholarships and athletic teams.

COMPLETE

REQUIRED DOCUMENTS SUBMITTED:

- **Application**
- **Candidate Statement (216 words)**
- **Felony Conviction Declaration Form**
- **Form 700 on file**

CITY CLERK'S OFFICE
RECEIVED
Date: JAN24 '23 4:36PM

Submitted via email on 1/24/23 at 3:5

CANDIDATE INFORMATION	
NAME (FIRST, MIDDLE, LAST) Edward, Franco	DATE OF BIRTH [redacted]
RESIDENTIAL ADDRESS (NOTE: Cannot be a mailing address or PO Box) 1721 Baldwin Pl. Montebello, CA. 90640	
TELEPHONE 1(213)819-7554	BUSINESS PHONE 1(213)819-7554
EMAIL ADDRESS EdwardFranco@ETrealtygroup.com	

ARE YOU A MONTEBELLO REGISTERED VOTER?	☑ YES	☐ NO
ARE YOU A RESIDENT OF MONTEBELLO?	☑ YES	☐ NO
HOW LONG HAVE YOU BEEN A RESIDENT?	58 years	
ARE YOU A UNITED STATES CITIZEN?	☑ YES	☐ NO
NOTE: THE CITY OF MONTEBELLO RESERVES THE RIGHT TO USE THE INFORMATION PROVIDED ON THIS APPLICATION TO VERIFY YOUR RESIDENTIAL ADDRESS AND VOITER REGISTRATION STATUS.		

Have you ever been convicted of a crime that would prohibit you from holding elective office pursuant to California elections code section 20?	☐ YES	☑ NO
Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?	☐ YES	☑ NO
** If yes, please indicate potential conflicts:*		
Are you aware of the time commitment necessary to serve on the city council, and will you have such time? Regular meeting dates are the 2nd and 4th Wednesday of each month, with additional special meetings from time to time.	☑ YES	☐ NO
State law and the city conflict of interest code requires city council members to file a statement of economic interests (form 700) annually as well as related forms when assuming. And leaving office (e.g., sources of income, loans, gifts, investments, interest in real property as required by state law) Do you agree to file all required forms in a timely manner as required by the city's filing official?	☑ YES	☐ NO

COMPLETE

EMPLOYMENT INFORMATION
OCCUPATION: Realtor
EMPLOYER: Keller Williams Realty - SELA
ADDRESS: 8255 Firestone Blvd. Suite #100, Downey, CA. 90241

PLEASE ANSWER THE QUESTIONS BELOW. YOU MAY USE ADDITIONAL SHEETS OF PAPER AS NECESSARY

1. **PLEASE LIST YOUR EDUCATION (INCLUDE PROFESSIONAL OR VOCATIONAL LICENSE(S) OF CERTIFICATE(S)).**

High School Graduate
Some Collage Education
California Real Estate License

2. **PLEASE DETAIL YOUR MONTEBELLO COMMUNITY INVOLVEMENT (LIST BOARDS, COMMISSIONS, COMMITTES OR COMMUNITY SERVICE ORGANIZATIONS/ MEMBERSHIPS THAT YOU HAVE SERVED UPON, VOLUNTEER ASSIGNMENTS, ELECTED OR APPOINTED OFFICE, ETC.).**

Montebello Planning Commision
Beverly Hospital Ethics Committee
Friends of Montebello Unified School District - Tresurer
Rotary Club of Montebello - President (2020-21) Tresurer (2021-23) President Elect

3. **PLEASE DESCRIBE ANY BACKGROUND, TRAINING, EXPERIENCE AND INTERESTS THAT YOU BELIEVE QUALIFIES YOU TO SERVE ON THE MONTEBELLO CITY COUNCIL.**

Licence California Real Estate Agent / Realtor
Beverly Hospital Ethics Committee
Rotary Club of Montebello - Tresurer and Past President

COMPLETE

4. WHY ARE YOU INTERESTED IN SERVING ON THE MONTEBELLO CITY COUNCIL?

This is my home city and I want to help make sure we are moving in the right direction for the residents and the city of Montebello.

5. WHAT WOULD BE YOUR AREAS OF PRIORITY IF APPOINTED TO THE MONTEBELLO CITY COUNCIL?

Infrastructure, Communication within the city and residents of Montebello, and working in colaboration with council.

COMPLETE

PLEASE NOTE THAT THIS APPLICATION BECOMES PUBLIC INFORMATION

I hereby certify that the information contained in this application and any accompanying documents is true and correct to the best of my knowledge.

Edward [illegible]

Signature of Applicant

1/21/2023

Date

You are invited to attach additional pages, enclose a copy of your resume or submit supplemental information which you feel may assist the City Council in its evaluation of your application.

CITY OF MONTEBELLO

OFFICE OF THE CITY CLERK

TO: All candidates applying for the City Council Vacancies

SUBJECT: Compliance with Montebello Municipal Code §2.08.040

You have completed an application for the City Council at-large seat. Accordingly, you must comply with the provisions of Montebello Municipal Code §2.08.040, which reads as follows:

2.08.040 - Prohibition of convicted felons from holding elective office.
Any person shall be disqualified from being an elective officer of the City of Montebello if that person has been convicted of a felony. Prior to running for elective office, a candidate is required to execute, under penalty of perjury, a statement indicating the candidate has not been convicted of a felony.

In order to complete your application for City Council, you must complete and file the declaration set forth below and return the same to the Office of the City Clerk no later than **4:00 p.m. on Tuesday, January 24, 2023.** Your failure to file this statement will result in your candidacy being deemed incomplete and accordingly, you will not be eligible for the Council Vacancy.

If you have any questions, please contact Alicia Fernandez at 323-887-1376. Thank you.

DECLARATION OF CANDIDATE REGARDING FELONY CONVICTION

I, Edward Franco, do hereby declare that I have applied for the City Council Vacancy for the City of Montebello. Pursuant to Montebello Municipal Code §2.08.040, I am required to execute a statement, under penalty of perjury, that I have not been convicted of a felony. I do hereby state and affirm, under penalty of perjury, that I have (check one):

☑ NOT BEEN CONVICTED OF A FELONY
☐ BEEN CONVICTED OF A FELONY

Dated: January 24, 2023

Signature: Edward Franco

Print Name: Edward Franco

COMPLETE

CANDIDATE STATEMENT

Edward Franco

Occupation: Realtor/Businessowner

Our city has made some improvements, including a balanced budget, strong support for local businesses to recover from COVID-19, and resources to combat homelessness. But more must be done to secure a better future for all.

I'm a proud Montebello native, and as a husband and father who raised my family here, I understand what's at stake for our community. I was born at Beverly Hospital, attended St. Benedict Elementary, and graduated from Montebello High School.

With years of experience in real estate, my career has focused on helping businesses succeed and improving quality of life for families. I have devoted my life to service and being involved in our neighborhoods, which is why I'm an active member of the Rotary Club, the Neighborhood Watch program, the Ethics Committee at the Beverly Hospital, and the Friends of the Montebello Unified School District Foundation.

As City Councilmember, I will work tirelessly to get things done and put residents first. That's why I am committed to bringing people together to focus on increased transparency, responsive public safety, support for local businesses, and ensuring we are united in the fight for a better Montebello.

Leadership at city hall matters now more than ever. I humbly ask for your vote.

COMPLETE

ITEM # 6

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Arnold Glasman, City Attorney

SUBJECT: **ADOPTION OF RESOLUTION NO. 23-07 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO CONDEMNING AZERBAIJAN'S ILLEGAL BLOCKADE OF NAGORNO-KARABAKH (ARTSAKH)**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Adopt Resolution No. 23-07 condemning Azerbaijan's blockade of Nagorno-Kharabakh (Artsakh); and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

N/A

BACKGROUND/DISCUSSION:

The 2022-2023 blockade of Artsakh is an ongoing event in the Nagorno-Karabakh conflict. The Nagorno-Kharabakh region is disputed between Azerbaijan and the breakaway Republic of Artsakh, which has a mostly ethnic-Armenian population and is supported by neighboring Armenia.

The only road connecting Nagorno-Karabakh with Armenia and the outside world, the Lachin corridor, has been blocked by Azerbaijan since December 12, 2022. This block has disrupted access to essential goods and services, including food, fuel and medication for the 120,000 Armenians living in Nagorno-Karabakh, effectively placing them under a blockade. This blockade has led to a severe humanitarian crisis, significantly affecting the most vulnerable populations. As a result, the transfer of critically ill patients is nearly impossible, and hundreds of families remain separated.

This humanitarian crisis was further aggravated by Azerbaijan's disruption of the natural gas supply to Nagorno-Karabakh, which left houses, hospitals and schools without heating.

By sustaining the blockade of the Lachin corridor, Azerbaijan is breaching its international obligations under the trilateral ceasefire statement of November 9, 2020, under which Azerbaijan must guarantee the security of persons, vehicles and cargo moving along the corridor in both directions. The impediments to the use of the Lachin corridor set back the peace process between Armenia and Azerbaijan and undermine international confidence.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council adopt Resolution No. 23-07 condemning Azerbaijan's blockade of Nagorno-Kharabakh (Artsakh).

ATTACHMENT(S)

1. Resolution No. 23-07, Artsakh Blockade

NEXT STEPS:

N/A

RESOLUTION NO. 23-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, CONDEMNING AZERBAIJAN'S ILLEGAL BLOCKADE OF NAGORNO-KARABAKH (ARTSAKH)

RECITALS

WHEREAS, whereas the only road connecting Nagorno-Karabakh with Armenia and the outside world, the Lachin corridor, has been blocked by Azerbaijan since December 12, 2022; and

WHEREAS, this has disrupted access to essential goods and services, including food, fuel and medication, for the 120,000 Armenians living in Nagorno-Karabakh, effectively placing them under a blockade; and

WHEREAS, whereas the blockade has led to a severe humanitarian crisis, significantly affecting the most vulnerable populations; and

WHEREAS, the transfer of critically ill patients is nearly impossible and hundreds of families remain separated; and

WHEREAS, this humanitarian crisis was further aggravated by Azerbaijan's disruption of the natural gas supply to Nagorno-Karabakh, which left houses, hospitals and schools without heating; and

WHEREAS, whereas by sustaining the blockade of the Lachin corridor, Azerbaijan is breaching its international obligations under the trilateral ceasefire statement of November 9, 2020, under which Azerbaijan must guarantee the security of persons, vehicles and cargo moving along the corridor in both directions; and

WHEREAS, whereas the impediments to the use of the Lachin corridor set back the peace process between Armenia and Azerbaijan and undermine international confidence; and

WHEREAS, the City of Montebello wishes to condemn the illegal blockade by Azerbaijan of Nagorno Karabapk (Artsakh).

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

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

SECTION 2. The City of Montebello strongly condemns Azerbaijan's blockade of Nagorno-Karabakh, the distruption of the natural gas supply causing tragic humanitarian consequences, and the failure to implement the trilateral ceasefire statement of November 9, 2020.

SECTION 3. The City of Montebello urgest Azarbaijan to respect and implement the trilateral ceasefire statement and immediately reopen the Lachin corridor to enable free movement and ensure access to essential goods and servoces, thus guaranteeing security in the region and safeguarding residents' livelihoods.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED THIS 25TH DAY OF JANUARY 2023.

_____
David N. Torres, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-07 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____

_____
Christopher Jimenez, City Clerk

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Paul Espinosa, Police Chief

SUBJECT: **APPROVAL OF BUREAU OF JUSTICE ASSISTANCE (BJA), PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) SOLICITATION FUNDS UTILIZATION**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Approve the use of grant funding awarded to the Police Department by the Bureau of Justice Assistance (BJA), Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation funds utilization, in the amount of $21,628.49; and
2. Amend the Fiscal Year 2022-23 budget and increase appropriations by $21,628, in grant Account No. 265-8003-6010.60 (Grants, Bulletproof Vest Grant, Personal Protective Equipment [expenditures]) and Account No. 265-99-4198.84 (Grants, Bulletproof Vest Grant [revenue]); and
3. Take such additional, related action that may be desirable.

FISCAL IMPACT:

The City of Montebello is being awarded $21,628 from the Bureau of Justice Assistance (BJA), Patrick Leahy Bulletproof Vest Partnership (BVP) program. Although the City must pay upfront costs, half of all related, authorized expenditures will be reimbursed by the Grant. Reimbursement claims will be submitted as expenses are incurred based on the needs of the Police Department.

The total expected cost for the purchase of the ballistic vests is $43,257. There is a 50% required match from the City in the amount of $21,628. The City's 50% match will come from the General Fund. There is sufficient funding in the Police Department's Fiscal Year 2022-23 budget for this required matching amount.

To keep up to date on safety requirements, a ballistic vest must be replaced every five years. It should be noted that the overall fiscal impact to the City of Montebello is reduced because the Police Department would have to purchase these vests at full replacement costs if the grant is not accepted. The department applies for this grant annually to assist with the purchase of new and replacement vests.

BACKGROUND/DISCUSSION:

The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998, is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement to help offset the cost of purchasing ballistic vests.

On September 21, 2022, the Police Department was awarded a BJA-BVP Grant in the amount of $21,628. The time period of the Grant is April 1, 2022 to August 31, 2024. Funding from this Grant has been approved for the reimbursement of half of the total cost of the purchase of National Institute of Justice (NIJ) compliant ballistic vests.

Every sworn police officer with the Montebello Police Department is issued a ballistic vest that they are required to wear while on duty. These vests have a manufacturers warranty of five years, at which time they must be replaced. This equipment is crucial to provide public safety personnel with live-saving equipment during the performance of their duties.

ENVIRONMENTAL:

N/A

ANALYSIS:

Montebello Police Department Policy 1024 states the guidelines for the proper use and replacement of body armor. Per policy, “all field officers in uniform shall wear their Department issued soft body armor at all times. The Administration supervisor shall ensure that body armor is issued to all officers when the officer begins service at the Montebello Police Department and that, when issued, the body armor meets or exceeds the standards of the National Institute of Justice. The Administration supervisor shall establish a body armor replacement schedule and ensure that replacement body armor is issued pursuant to the schedule or whenever the body armor becomes worn or damaged to the point that its effectiveness or functionality has been compromised.”

Best practice strategies will be implemented to ensure that Department equipment is issued to personnel as required per Policy 1024.

SUMMARY:

The Department has been awarded a BVP Grant in the amount of $21,628. The Grant award will enable the Department to purchase and equip all sworn personnel with a uniquely fitted ballistic vest that shall be replaced on a 5 year replacement cycle per manufacturing specifications. It is critical that sworn personnel are provided the necessary equipment to perform their duties in the safest manner.

City Council is being asked to authorize the proposed use of the Grant as further outlined in the attached award letter and amend the FY 2022-23 budget by increasing appropriations by $21,628, in grant Account No. 265-8003-6010.60 (Grants, Bulletproof Vest Grant, Personal Protective Equipment [expenditures]) and Account No. 265-99-4198.84 (Grants, Bulletproof Vest Grant [revenue]).

ATTACHMENT(S)

1. Attachment A - BVP Application
2. Attachment B - BVP Award Notification

NEXT STEPS:

N/A

APPLICATION SUMMARY

Date Submitted to BVP: 06/26/22

Application Status: Approved by BVP

APPLICATION PROFILE

Participant	MONTEBELLO CITY
Fiscal Year	2022
Number of Agencies Applied	0
Total Number of Officers for Application	70
Number of Officers on Approved Applications	70

APPLICATION PROFILE

Fiscal Year		2022
Vest Replacement Cycle		5
Number of Officers		70
Number of Emergency Replacement Needs	**Number of Stolen or Damaged**	0
	Number of Officer Turnover	6

REVIEW APPLICATION

Application Profile | Application | NIJ Approved Vests | Submit Application

Below is the current status of your application.

REVIEW BVP APPLICATION FOR FUNDING

Applicant	Quantity	Total Cost	Date Submitted	Application Status
MONTEBELLO CITY	55	$43,256.97		Approved by BVP
Grand Totals:	55	$43,256.97		

Padilla, Vanessa

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Wednesday, September 21, 2022 9:21 AM
To: Padilla, Vanessa
Subject: [External Email] Bulletproof Vest Partnership (BVP) – FY 2022 Award Announcement

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2022 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the **BVP System**. A complete list of FY 2022 BVP awards is available at: **https://www.ojp.gov/program/bulletproof-vest-partnership/overview**.

Important: Jurisdictions must be registered in the SAM system (https://www.sam.gov/SAM/) in order to be paid for any 2022 BVP funds. Please ensure the banking information in SAM is up to date. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://sam.gov/content/status-tracker. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2022 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2022. The deadline to request payments from the FY 2022 award is August 31, 2024, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following website for a list of NIJ compliant vests: **https://cjtec.org/compliance-testing-program/compliant-product-lists/**. As a reminder, all jurisdictions that applied for FY 2022 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document: **https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWearPolicy_0.pdf**.

Finally, please visit the following page for checklists and guides for each step of the BVP process: **https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources**.

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at **vests@usdoj.gov** or 1-877-758-3787.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information

regarding officer safety: VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance (ojp.gov). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: BJA VALOR INITIATIVE (ojp.gov).

Thank you BVP Program Support Team

Bureau of Justice Assistance

This email was sent to vpadilla@cityofmontebello.com using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

PLEASE DO NOT CLICK ON UNKNOWN LINKS. Contact Montebello IT Division if you are unsure.

ITEM # 8

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY 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: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-7) FOR CHARTER BUS SERVICES**

DATE: January 25, 2023

RECOMMENDATION(S):

It is recommended that the City Council:

1. Authorize staff to issue a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Services Department; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

It is anticipated that charter bus services for the Recreation and Community Services Department will not exceed $120,000 per Fiscal Year. The Department has budgeted approximately $75,000 each Fiscal Year in Proposition A Local Return Funds (Fund 210). Additionally, the Department will be receiving grant funding through the State of California's Outdoor Equity Program. Based upon the approved grant budget, charter bus expenses for this program are estimated to be $45,000 per Fiscal Year. These funds are used for recreational trips and events.

BACKGROUND/DISCUSSION:

The City of Montebello is seeking a contractor to provide charter bus services for the Department. The Department currently utilizes charter bus services for senior excursions, youth field trips, and shuttle services for special events. These expenses are funded by Proposition A Local Return funds. Proposition A Local Return funds are administered by the Los Angeles County Metropolitan Authority (Metro) and allocated to jurisdictions on a "per

capita" basis. Recreational trips and event shuttle services are eligible expenditures per the Proposition A guidelines.

The City has additionally been awarded funding through the State of California's Outdoor Equity Program (Program). The Program aims to strengthen access to natural areas and open spaces for underserved communities. The City will be using the awarded funds to establish a trip program for underserved patrons in the community. As a part of the Program, charter bus services will be required to transport participants to various areas and are an allowable grant expense.

ENVIRONMENTAL:

N/A

ANALYSIS:

The current contract for charter bus services for the Department ends in late March 2023 and the City will be going out to bid to award a new three-year contract for services. Charter bus services will allow for the Department to provide various trip services for the community and continue to expand recreational opportunities in the City. This includes senior trips, special event shuttles, community trips, and youth field trips as a part of seasonal camp programs.

In order to accommodate the various programs that will utilize charter bus services, the Department may potentially award multiple contracts. This allows for flexibility to ensure services can be scheduled for all programming and is available in the event a contractor is not available on a given date for a particular event/trip. Services will be utilized on an as-needed basis and all contracts will be presented to City Council for approval, should they be $50,000 or more, per Municipal Code Chapter 3.21 et al.

The RFP scope will include charter bus services for the programs described above and will request pricing for transportation options of varying passenger capacities. The contractor will provide all labor and equipment associated with the scope of work and ensure the appropriate licensed/permitted vehicles, staff, and supplies are readily available to provide services for the City. In making the award, the City will take into consideration the bidder's experience, fleet, pricing, availability, and safety record.

SUMMARY:

Staff recommends the City Council authorize issuance of a Request for Proposals (RFP No. 23-7) for charter bus services for the Recreation and Community Service Department.

ATTACHMENT(S)

1. Attachment A - Draft Charter Bus RFP

NEXT STEPS:
N/A

CITY OF MONTEBELLO

Request for Proposals

RFP No. 23-7
Charter Bus Services

Release Date: Wednesday, February 1, 2023
Due Date: Thursday, February 23, 2023, at 11 a.m. PST

Charter Bus Services
Request for Proposals (RFP) No. 23-7

TO PROSPECTIVE PROPOSERS

The City of Montebello invites Vendors to submit a proposal in accordance with this Request for Proposals (RFP). Your response to this request will be evaluated to determine your Vendor's qualifications. Submissions must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to qualify for consideration. The successful Proposer will be required to enter into a Professional Services Agreement based on the specifications outlined in this RFP.

THE DATE OF SOLICITATION

February 1, 2023

THE PROJECT

Recreation and Community Services Charter Bus Services

THE OWNER

City of Montebello – Recreation and Community Services Department
1600 West Beverly Blvd., Montebello, CA 90640
Attn: David Sosnowski, Director of Recreation and Community Services
Contact Phone: (323) 887-1200
Contact E-Mail: dsosnowski@montebelloca.gov

PROPOSAL CONTACT

City of Montebello – Recreation and Community Services Department
1700 W. Victoria Ave., Montebello, CA 90640
Attn: Laurie Aguilar, Management Analyst
Contact Phone: (323) 887- 1200 Ext. 374
Contact E-Mail: laguilar@cmontebelloca.gov

Any questions related to this RFP should be submitted via the City's PlanetBids Portal by Monday, February 13, 2022, at 11:00 a.m. PST. Prospective vendors must register their business with PlanetBids prior to being able to view or bid on any RFP. To access the City's PlanetBids Portal, please go to:
https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839

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Charter Bus Services
Request for Proposals (RFP) No. 23-7

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Appendix A – Proposal Content and Format
Appendix B - Sample Professional Services Agreement

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Charter Bus Services
Request for Proposals (RFP) No. 23-7

1.0 Notice Inviting Proposals

The City of Montebello is seeking proposals from qualified vendors/businesses to provide Charter Bus Services for the Recreation and Community Service Department following the specifications, terms, and conditions identified in Request for Proposals (RFP) No. 23-7. Prospective respondents are advised to carefully read information related to this opportunity before submitting a response.

To view the complete RFP package, please visit:
https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839
Prospective bidders must register their business with PlanetBids prior to being able to view or bid on any RFP.

Questions must be submitted no later than **Monday, February 13, 2023, at 11:00 a.m. PST**.

Responses must be submitted via PlanetBids by **Thursday, February 23, 2023, at 11:00 a.m. PST**.

Responses to this request will be evaluated to determine the vendor/business that is the most qualified and responsive to the requirements. Responses must adhere to the format and content described in the RFP. Responses will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required to be considered.

DATE OF SOLICITATION: Wednesday, February 1, 2023

***QUESTIONS DEADLINE:** Monday, February 13, 2023 at 11:00 a.m. PST
****QUESTIONS MUST BE SUBMITTED VIA PLANETBIDS***

SUBMITTAL DUE DATE: Thursday, February 23, 2023 at 11:00 a.m. PST

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2.0 Introduction

The City of Montebello, hereinafter referred to as the City, invites qualified Vendors to submit written proposals for providing Charter Bus Services for the Recreation and Community Services Department. Should an award be made, the selected proposer will enter into an agreement with the City of Montebello to provide these services.

Through this solicitation, the City seeks to establish a three (3) year agreement for Charter Bus Services with an option to extend for two (2) additional, one (1) year terms.

Responses are due no later than Thursday, February 23 2023, at 11:00 a.m. PST through the City's PlanetBids Portal. Before submitting responses, Vendors must register as a vendor in the portal. Vendors are encouraged to register well ahead of the deadline to avoid any technical difficulties that may arise. To register, please visit: https://www.montebelloca.gov/cms/one.aspx?portalId=58756&pageId=84839 and click "New Vendor Registration."

All responses to this opportunity must conform to this Request for Proposals (RFP) requirements. Failure to do so may result in the response being considered non-responsive.

Proposals submitted to the City of Montebello shall become the exclusive property of the City. Submissions shall become a matter of public record subject to disclosure, except for those elements that are identified by the Consultant/Vendor as business or trade secrets and marked as "Trade Secret", "Confidential", or "Proprietary" and determined by the City to be exempt from disclosure under the Public Records Act.

Each element of a submittal that the Vendor desires not to be considered a public record must be marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will decide and retain the confidentiality to the extent permitted.

About the City of Montebello

Montebello ("beautiful mountain" in Spanish and Italian) is a city in the County of Los Angeles, California. Founded in 1899 and incorporated in 1920, the City is an 8.37 square mile General Law City located east of Downtown Los Angeles. Currently, the City has a population of approximately 63,000 residents. It hosts a mix of various industries that represent the business diversity of the County of Los Angeles as a whole. It is a full-service city that provides a long list of services, employing approximately 480 full-time and part-time employees in public safety, transit, and non-safety functions.

Department of Recreation and Community Services

Our Mission is to: Strengthen community through people, parks & programs.

The department strives to provide rewarding programs, services, and facilities that enhance the quality of life for Montebello residents and positively influence the public. Staff are committed to strengthen Montebello’s image and offer a sense of community, thereby supporting economic development, increasing public

engagement, and promoting health and wellness. The Recreation and Community Services Department is comprised of the following programs and operational areas:

Administration

The Recreation and Community Services Administration is responsible for the leadership and oversight of a wide range of recreational facilities, parks, programs, services, and Golf Course operations. Staff maintain budgetary control and fiscal responsibility for the department, grants management, strategic planning, interdepartmental coordination, and collaboration with the School District, community sports leagues, the Parks and Recreation Commission, and other community based organizations.

Programs & Services

The Department provides innovative community programs, staff run or contracted classes, and services for people of all ages and developmental abilities that encompass community engagement, leisure, social, and cultural programming, special events, aquatics, camps, educational services, and grant funded programs such as the Youth Employment Program.

Parks & Recreation Facilities

The Department of Recreation and Community Services oversees, operates, and coordinates the reservation and rentals of facilities for its community groups, residents, employers, and visitors. Over 84 developed acres are home to ten (10) parks; multiple athletic fields; outdoor pickle-ball, basketball, and tennis courts; an indoor gymnasium; a skate park; two aquatic facilities and a splash pad; a community garden; batting cages; a barnyard zoo; a youth center; and outdoor amphitheater; and a senior center.

Senior Services

Senior Services are offered to empower and provide senior citizens aged 50 years and over access to physical, leisure, social, and life-enhancing and sustaining programs and services, thus allowing older adults to thrive and age healthfully in the community. To support this, the Montebello Senior Center maintains a schedule of classes, social services, and special events for the senior population. Continuous programs include health screenings, dances, and a variety of exercise/leisure classes. Staff promote needed senior resource programs to reinforce this group’s quality of life, health and well-being. By providing senior citizens assistance, advocacy, and liaison services for various resources related to housing, food, healthcare, and transportation among others.

Special Events

The Department of Recreation and Community Services is responsible for coordinating special events in the Montebello community, festivities that display Montebello's unique heritage and diverse cultures. The current events are the Veteran's Day Program, Memorial Day Program, City Heritage 5K Run, Halloween

Fest, Winter Wonderland and Tree Lighting, Independence Day Spectacular, and Downtown Street Fest

Sports

Staff coordinate sports programs and field rentals for all community members and sports organizations. Staff have developed and oversee the youth basketball, soccer, t-ball/baseball, and flag-football leagues; adult softball and basketball leagues; as well as a summer swimming team.

3.0 Timeline

• Release RFP	January 23, 2023
• Online Q&A Deadline	February 13, 2023 at 11a.m. PST
• Deadline to Submit Responses via PlanetBids	February 23, 2023 at 11a.m. PST
• City Review of Qualification Submissions	February 27 – March 3, 2023
• Notifications Sent to Vendors	Anticipated March 7, 2023
• Award	Anticipated March 8, 2023

4.0 Purpose

Through this opportunity, the City of Montebello intends to obtain the services of a qualified company to provide Charter Bus Services for the Recreation and Community Services Department and to provide the services as detailed in the Scope of Work/Services section.

5.0 Scope of Work/Services

The City of Montebello is interested in awarding a professional services agreement for Charter Bus Services for the Recreation and Community Services Department. Charter Bus Services are utilized for senior programming, youth field trips, community excursions, and special events. The contractor is required to have knowledge and experience in charter bus services. The contract to be awarded is in the amount of up to $120,000 per year. The services being bid in the contents of this RFP are on an as-needed basis.

The contractor agrees to furnish all equipment, labor, material, supervision and services necessary for the execution and completion of all items required to provide complete and reliable Charter Bus Services as herein specified. At minimum, the contractor shall:

- Take appropriate steps to protect the safety of any citizen that may come in contact with the contractor's employees.
- Ensure compliance with all Department of Transportation and Federal Highway Administration regulations with regard to their service to the City.
- Provide a list of drivers that will be employed along with their driver's license numbers and all proper endorsements.
- Have the capability to provide more than one (1) bus per trip, as required.
- Ensure drivers:
    - Secure, in advance, the safest and most efficient driving directions to

and from the scheduled destination(s).
    - Submit their fingerprints in a manner authorized by the Department of Justice (the City will require a list of drivers who have cleared background checks to be supplied at the commencement of the contract).
    - Are in possession of a valid driver's license with proper endorsements qualifying them to operate vehicles outlined in this RFP.
    - Be appropriately trained and regularly evaluated for conformance with safety regulations and skills in conformance with all applicable California and Federal regulations.
    - Possess and meet all certifications for transportation of children as required by the State of California Department of Transportation – school bus drivers must have SPAB Certification
    - Be professional, courteous, and provide excellent customer service.
    - Are in a qualified Drug and Alcohol testing pool that meets all Federal standards as applicable.
    - Be available for contact at any time during services.
    - Provide an emergency contact phone number during all hours of each service.
    - Ensure vehicles and contents are secure at all times.
    - Secure parking locations and pay for all tolls and parking expenses. Parking expenses shall be reimbursed, to the contractor by the City, upon receipt of invoice(s).
- Al buses provided for the scheduled services shall be in good condition and meet all Department of Transportation Federal Highway Administration rules, regulations, and guidelines. Additionally, buses must:
    - Have ADA wheel chair lifts or ramps.
    - Not be older than 10 (10) years.
    - Depart and return to City designated locations.
    - Arrive, at minimum, 20 minutes prior to scheduled departure time.
    - Be clean, litter free, well-maintained with working electrical equipment and in good working condition prior to departure.
    - Carry on-board first aid kits.
    - Be equipped with heat and air conditioning (charter buses) and shall be in excelled condition, clean, sanitized, and stocked.
    - Have "kneeling" capabilities in order to assist those with limited mobility.
    - Have a functioning cell phone with each driver at all times.
- Contractor shall also:
    - Agree to allow the City the reserved right to reduce the number of passengers/buses and bus size as initially requested or to cancel an excursion within 48 hours advance notice without charge.
    - Notify the City of alterations and/or cancellations at a minimum 48 hours in advance.

All proposals shall include turnkey pricing for all services requested. All quantities are approximate, and the City reserves the right to reasonably increase or decrease the amounts, and change specifications upon award.

6.0 Proposal Submittal

Please review Appendix – A (Proposal Format and Content), attached hereto and incorporated herein by this reference, for specific details regarding the information that needs to be included in your submission. Failure to provide all requested information may be considered "non-responsive" and rejected.

Responses to this RFP must be submitted electronically via the City's PlanetBids Portal by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid any technical difficulties/errors.

7.0 Evaluation Criteria

The Recreation & Community Services Department will establish an evaluation committee consisting of City staff responsible for reviewing and rating each proposal. The proposal evaluation process will be conducted using a two-step process.

First, the committee will review submissions to ensure adherence to the minimum/proposal format requirements. In the second part of this process, the evaluation committee will review and rate proposals based on the following:

Qualifications as they relate to this project (50%)

- Thoroughness and understanding of the tasks to be completed
- Background and experience in charter bus services
- Experience of personnel assigned to the work
- Availability
- Quality and size of fleet

Reputation for integrity and competence (30%)

- Positive Reference Checks
- Safety record

Proposed Fees and Charges for Service (20%)

8.0 Protest Procedures

Proposal Protest Procedures (Before Proposal Opening)
A protest filed before proposal opening must be filed in writing no later than ten (10) working days before proposal opening. The most common types of protest that might be filed before a proposal opening would include those based upon restrictive specifications or alleged improprieties in any solicitation that is apparent before the scheduled proposal opening.

When a protest is filed before a scheduled proposal opening, certain steps must be followed:

A. The protest must be submitted in writing within the specified time frame (no later than ten (10) working days prior to a proposal opening). All protests must be filed with the Director of Recreation for determination. Protest must be submitted to the Director of Recreation by mail or e-mail within the specified

time frame. Protests can be sent to:

Mail:
The City of Montebello
Attn: Michael Solorza, Director of Finance
1600 W. Beverly Blvd
Montebello, CA 90640

or

E-mail:
msolorza@montebelloca.gov

B. The protest must contain the factual and legal reason(s) for the protest and should recommend a proposed remedy. Nevertheless, it should be noted that the City reserves the right not to implement the proposed remedy but offer alternative solutions where applicable.

C. Where appropriate, the City will hold an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties may include all proposers and Sub-contractors or suppliers, provided they have a substantial economic interest in a portion of the RFP.

D. All potential proposers will be advised of a pending protest.

E. The City shall not open proposals prior to the resolution of the protest unless it is determined that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make a prompt award will otherwise cause undue harm to the City.

The City will respond in writing within ten (10) working days after receipt of a properly filed protest. The response will be provided by the Director of Recreation and will include a response to each substantive issue raised in the protest.

After the exhaustion of administrative remedies, the protesting party will be given the City's final decision. The Director of Recreation has the authority to make the final determination regarding all protests.

Proposal Protest Procedures (After Proposal Opening/Post Award)
A protest filed after a proposal opening must be filed within three (3) working days after the proposal opening date. The City will grant the protesting Consultant a fair review and shall have up to ten (10) working days to review the protest and render its decision.

9.0 Execution of Agreement

The resulting agreement (see attached sample Appendix B), shall be signed by the

successful Proposer and returned within the required insurance within ten (10) business days after the City has provided written notice that the consultant/Vendor has been awarded. Failure to execute the agreement and file acceptable insurance documents as provided herein shall just cause, at the City's option for annulment of the award. Please review the insurance requirements and indemnification clause as stated in the attached sample agreement.

Should the successful proposer decline to execute the agreement, the City Council can either reject all proposals or call for new proposals or accept other proposals.

10.0 Insurance

The Consultant/Vendor selected must meet the following minimum insurance requirements upon execution of the City's Professional Services Agreement:

A. Commercial General Liability

Commercial General Liability (CGL) (equivalent in coverage scope to Insurance Services Office, Inc. Form CG 00 01) shall cover on an "occurrence" basis for bodily injury and property damage, including premise-operations, products-completed, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

If requested, the "City of Montebello, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. Form CG 20 10 11 85 of CG 20 26 1185.

B. Business Automobile Liability

For owned vehicles, hired, and non-owned vehicles, Insurance Services Office Form CA 00 01 covering, Code 1 (any auto), or if the vendor has not owned autos, Code 8 (hired) and 9 (non-owned) with a limit no less than $1,000,000 per accident for bodily injury and property damage.

If an automobile is not necessary to perform services, the Consultant must submit a written request for a waiver of this requirement.

C. Professional Liability or Errors and Omissions

Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability.

D. Workers' Compensation and Employer's Liability

Workers' compensation as required by the California Labor Code and Employer's

Liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

Required Insurance Documentation

A. Certificate of Insurance

The Certificate Holder must be listed as follows:
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

B. Endorsements (if requested)

In addition to the Certificate of Insurance, the vendor must provide the following endorsements:

i. **Additional insured endorsements to the general liability and auto liability* insurance policies.** The "City of Montebello, its officials, employees, and agents" must be endorsed to the vendor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

ii. **Cancellation notice endorsements.** Each policy must be endorsed to certify that it will be not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).

iii. **Primary, non-contributory coverage endorsements.** The general liability and professional liability (if required) policies must be endorsed to provide that each policy shall apply on a primary, non-contributing basis with any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

Waiver and Modifications of Insurance Requirements

To the extent permitted by law, the City may modify these insurance requirements at any time and at its sole discretion.

In general, any contract deemed sole source, professional/professional services, involve the disclosure of proprietary information, and/or a public works project may require revisions to the City's standard insurance requirements. Any revisions to the insurance requirements will be identified within the associated service contract terms and conditions.

Vendors/Consultants may request a waiver or modification of these insurance requirements. Waiver or modification requests must be submitted in writing. The request should state the specific insurance requirement that is being considered for waiver or modification and provided a brief explanation for the request. Requests will be reviewed on a case-by-case basis, and the decision will ultimately depend on the

scope of services. The final decision to approve or deny a request will be at the City's legal authority and/or an authorized designee's discretion.

11.0 Non-Commitment of City

While the City has every intention to select a Consultant/Vendor through this process, this intention is subject to change at any time during the process. The City does not commit to awarding an agreement, paying any costs incurred in preparing the proposal for this request, and/or procuring or contracting any items or services.

12.0 Labor Requirements

A. **Background:** All personnel engaged in the performance of this work shall be employees of the Consultant/Vendor and as such, shall be warranted to possess sufficient experience and reliability to perform this work.

B. **Health:** All personnel engaged in the performance of this work shall be in good health and free of contagious diseases. The Consultant/Vendor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the building. Neither shall the Consultant/Vendor allow the use of, or presence of, alcohol or drugs on the premises or in the building.

C. **Non-Discrimination:** The Consultant/Vendor shall not engage in discrimination in the employment of persons because of race, color, national origin, ancestry, mental/physical disabilities, sex, or religion of such persons.

D. **Conduct:** No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol and drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed for this work.

13.0 Records

The Consultant/Vendor agrees to permit City Manager or designee access to records, reports, files, and other papers or property of the Consultant/Vendor to audit any performance aspect under this agreement.

14.0 Subcontractors

The Consultant/Vendor shall be responsible for all work performed under the final agreement and shall keep all work under his control. No portion of the work may be subcontracted without the prior written consent of the City. Any and all subcontractors used on this work shall be under the direct supervision of the Consultant/Vendor and shall be considered as his employees. Any approved subcontractors must provide insurance indemnifying the City with limits at or exceeding the limits of the Contractor’s insurance.

15.0 Modifications/Changes

Changes in the areas serviced and/or specifications may be necessary during the term of the agreement. Changes in the agreement requirements and corresponding changes in compensation may be implemented upon the mutual understanding between the City and the Consultant/Vendor. These changes will be processed through the City Manager.

16.0 Disclosure of Information

A. The Consultant/Vendor agrees that it will not during or after the term of the agreement disclose any proprietary information or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business to any person, Vendor, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the City. Such confidential or proprietary information received by the Consultant/Vendor shall be used exclusively in connection with the performance of services.

B. The Consultant/Vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Consultant hereunder or mentioning or implying the name of the City or its respective personnel, without the prior written consent of the City.

17.0 City of Montebello Rights

In its discretion, the City reserves the right to:

A. Reject any and/or all proposals for no reason or any reason including, but not limited to, the following:

i. The proposal is incomplete, non-responsive, obscure, irregular, or lacking necessary detail and specificity.
ii. The Consultant/Vendor, in the sole judgment of the City, lacks the qualifications, experience, and/or responsibility necessary to provide the services.
iii. The Consultant/Vendor failed or neglected to complete and submit any information within the time specified by the City, and as may be otherwise required herein.

B. Reject any proposal that, in the opinion of the City, is so unbalanced in comparison to other proposals received and/or to the City's internal estimates that it does not accurately reflect the cost to perform;

C. Accept all or any part of a proposal;

D. Cancel the entire RFP;

E. Issue subsequent RFPs; or

F. Waive any errors or informalities in any proposal to the extent permitted by law.

Please review:
Appendix A – Proposal Content and Format
Appendix B – Professional Services Agreement Sample

City of Montebello
Parks and Recreation Guide
RFP No. 23-7

Appendix A – Proposal Content and Format

Proposal Content
The Vendor shall be responsible for preparing a compelling, clear, and concise proposal. The City is requesting proposals, which contain at a minimum the following information:

1. **Cover Letter -** Please include a letter expressing your interest in being considered for the project. Include a statement regarding the Vendor's availability to dedicate time, personnel, and resources to this effort. Please include a statement demonstrating your understanding of the proposed project. Describe your general approach to completing the project successfully and technologies you would employ. Also, describe what information you would expect the City to supply.

2. **Relevant Experience** – Please include a brief statement of relevant experience within the last three (3) years.

Please also include three (3) references (Enclosure 1).

3. **Cost Proposal –** Cost proposal (Enclosure 2):

Total All-Inclusive Not-To-Exceed Maximum Price: The cost proposal should contain all pricing information relative to performing the scope of work as described in this request for proposals. The total all-inclusive maximum not-to-exceed price is to contain all direct and indirect costs, including all out-of-pocket expenses.

4. **Proposed Scope of Services** - Please provide a Proposed Scope of Services, based on the Scope of Work contained in this RFP; and discuss any ideas for modifying, clarifying, or improving the City's proposed scope of work. Provide a realistic working schedule with key deliverables.

5. **Conflict of Interest Statement -** The Vendor shall disclose any financial, business, or other relationship with the City that may have an impact upon the selection process. If the Vendor does not have any such conflicts, a statement declaring such should be included in their submission.

All proposals must be submitted using the PlanetBids Portal by Thursday, February 23, 2023, at 11:00 AM PST. It is highly encouraged that proposals are submitted ahead of the deadline to avoid any technical difficulties that might be encountered while using the portal.

Proposal Format
To facilitate the evaluation process, all responses are required to adhere to the following format requirements. The City strongly encourages respondents to thoroughly review their proposals prior to submission to ensure they adhere to the requirements. If the proposal is not formatted or does not include all the listed items/sections, it may be deemed non-responsive.

ENCLOSURE 1 – REFERNCES

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

Company Name _____

Business Address _____

Name of Contact _____

Title Contact _____

Telephone Number of Contact _____

Email of Contact _____

Description of Printing Project _____

Date of Order _____

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ENCLOSURE 2 – COST PROPOSAL

Rate for fully contained Charter Coach:

1. Up to 22 passenger bus
   $_____ per mile
   $_____ for first 5 hours and $_____ per hour thereafter
   $_____ per 24 hour period and $_____ per hour thereafter
2. Up to 35 passenger bus
   $_____ per mile
   $_____ for first 5 hours and $_____ per hour thereafter
   $_____ per 24 hour period and $_____ per hour thereafter
3. Up to 47 passenger bus
   $_____ per mile
   $_____ for first 5 hours and $_____ per hour thereafter
   $_____ per 24 hour period and $_____ per hour thereafter
4. Up to 56 passenger bus
   $_____ per mile
   $_____ for first 5 hours and $_____ per hour thereafter
   $_____ per 24 hour period and $_____ per hour thereafter

Rate for School Bus:

1. 55+ passenger bus
   $_____ per mile
   $_____ for first 5 hours and $_____ per hour thereafter
   $_____ per 24 hour period and $_____ per hour thereafter

Cancellation Rates:

1. Less than 24 hour cancellation: _____
2. Other Cancellation/Change Fees: _____

Extra of Miscellaneous Charges not reflected above (must be itemized):

Item:_____ $_____
Item:_____ $_____
Item:_____ $_____

All cost for developing proposals in response to this RFP are the obligation of the bidder and are not chargeable to the City. All proposals may be withdrawn at any time prior to the published closing date, provided notification is received in writing to the City Purchasing Agent, listed in the RPF. Proposals cannot be withdrawn after the published closing date.

The undersigned, on behalf of the vendor, certifies that: (1) the person whose signature appears below is legally empowered to bind the company in whose name the bid entered; (2) has read the complete Request for Proposals and understands all provisions; (3) if accepted by the City, this bid is guaranteed as written and will be implemented as stated. (4) by submitting bid, bidder agrees to all the terms of this RFP document, including but not limited to, each and every provision of the General Term and Conditions of RFP; and mistakes in writing of the submitted bid will be the bidder's responsibility.

Authorized Signature:_____ Date:

Name:_____ Title:_____

Company Name:_____ Phone:_____

ATTACHMENT B

CITY OF MONTEBELLO

PROFESSIONAL SERVICES AGREEMENT NO. _____ WITH _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on _____, **202**_ ("Effective Date"), by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and _____ (the "CONSULTANT"). The CITY and the CONSULTANT are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional consultant to provide _____ services in the CITY; and

WHEREAS, the CONSULTANT represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND OTHER CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, this Agreement consists of the following documents, in order of precedence, all of which are incorporated herein and made part of this Agreement, as though fully set forth herein:

1. This Agreement and its Exhibits, including any and all addenda or supplemental agreements.
2. RFP No. ____
3. Proposal referenced and Best Final Offer received by the successful proposer.
4. All other documents, including but not limited to all applicable bonds, insurance certificates, permits, notices, schedules, forms, certifications, and affidavits.

b. These documents shall be collectively referred to herein as the "Contract Documents." In the event of a conflict among the Contract Documents, the order of precedence list above shall apply.

SECTION 2. SERVICES / COMPENSATION.

a. All terms, conditions, requirements, and provisions of the Request for Proposals for _____ in the City of Montebello (insert date issued) ("Request for Proposals"), as such is set forth fully in **Exhibit "A**" hereto, are hereby incorporated fully herein by this reference and shall be binding on the Parties. To the extent

of a conflict between the terms of this Agreement and that set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

b. The CONSULTANT shall provide to the CITY all labor, equipment, materials and incidental necessary to provide _____ services as set forth fully in the Request for Proposals, as such is set forth fully in **Exhibit "A**" hereto and incorporated fully herein by this reference (hereinafter "Professional Services").

c. The CONSULTANT shall be compensated for performance of the Professional Services as set forth in the Schedule of Compensation attached hereto as **Exhibit "B"** and incorporated fully herein by this reference ("Compensation"). The CONSULTANT shall provide an itemized billing statement to the CITY each month for Professional Services performed. The CONSULTANT shall no incur fees or costs which exceed the Compensation without the prior written consent of the CITY.

SECTION 3. TERM.

a. This Agreement shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY and shall expire three (3) years from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for up to two (2) one-year extensions upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by CITY's applicable, department head.

SECTION 4. PERFORMANCE.

a. The CONSULTANT shall at all times, faithfully, competently, and to the best of its ability, experience, and talent, perform all tasks described herein.

b. The CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by companies engaged in providing similar services, as are required of Consultant hereunder, in meeting its obligations under this Agreement.

c. The CONSULTANT shall be knowledgeable of and subject to all CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command.

d. The CONSULTANT shall have the right to retain, subject to the CITY's approval, additional individuals, consultants or subconsultants to assist in the completion of services as herein defined. Compensation for additional individuals, consultants or subconsultants shall be the sole and exclusive responsibility of the CONSULTANT.

e. The CONSULTANT shall retain all original reports, field and office notes, correspondence, calculations, maps, and other documents specifically related to the services provided by the CONSULTANT pursuant to this Agreement, other than documents which are exempt from disclosure pursuant to the attorney-client privilege or any other law. Said documents shall be made available for inspection by the CITY upon request.

SECTION 5. WORK PRODUCT.

a. The CONSULTANT hereby agrees that all work product produced pursuant to this Agreement, and provided to the CITY during and upon completion of this Agreement, shall be the property of the CITY, and ownership of said work product shall be retained by the CITY. The CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by the CONSULTANT.

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

SECTION 6. EXTRA SERVICES.

No extra services over and above the Compensation shall be rendered by the CONSULTANT under this Agreement unless such extra services first shall have been duly authorized in writing by the CITY's City Manager (the "City Manager").

SECTION 7. CITY SUPERVISION.

The City Manager shall have the right of general supervision of all work performed by the CONSULTANT and shall be the CITY's agent with respect to obtaining the CONSULTANT's compliance hereunder. No payment for services rendered under this Agreement shall be made without the prior approval of the City Manager.

SECTION 8. TERMINATION.

In the event that either Party hereto fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, the non-defaulting party shall give the defaulting party written notice of the default, the nature of the default, and of the steps necessary to cure the default.

a. Termination for Cause. In the event that any of the provisions of the Agreement are violated by either party, the non-defaulting Party may terminate the Agreement by serving written notice upon the other Party, listing the violation(s) and its intent to terminate such Agreement unless within ten (10) days after the serving of such notice, such violation shall cease or be rectified, the contract shall upon the expiration of an additional thirty (30) days cease and terminate. Violations by the CONSULTANT which cannot be corrected within ten (10) days, said contract shall at the option of the CITY cease and terminate upon the giving of like notice. In the event of any such termination for default by the CONSULTANT, the CITY may take over the work and prosecute the same to completion by contract or otherwise for the account and at the expense of the CONSULTANT. The CONSULTANT and his sureties shall be liable to the CITY for any excess cost occasioned in the event of any such termination. This change shall not be construed to prevent the termination, for other causes authorized by law or other provisions of this contract. In the event of a termination for cause, the CONSULTANT shall only be entitled to the Compensation for those Professional Services satisfactory performed on or before the effective date of termination.

b. Termination for Convenience. The CITY shall have the option, at its sole discretion

and without cause, to terminate this Agreement in whole, or in part, by giving ten (30) business days' written notice to the CONSULTANT. Upon the termination of this Agreement as provided herein, the CITY shall provide to the CONSULTANT the part of Compensation which would otherwise be payable to the CONSULTANT for services the CONSULTANT had completed as of the date of termination, less the amount of all previous payment with respect to the Compensation. Further, upon such a termination for convenience by the CITY, the Parties agree that the CONSULTANT shall be reimbursed for any "non-refundable" costs that the CONSULTANT has incurred for its services under this Agreement, provided that: (1) such "non- refundable" costs were incurred by the CONSULTANT prior to the date of termination, and (2) that the CONSULTANT provides the CITY with adequate proof that the CONSULTANT incurred the costs, and is unable to be seek a refund for such costs. Such "non-refundable" costs may include, but are not limited to, travel reservations incurred by the CONSULTANT for its performance of services under this Agreement. The CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination.

SECTION 9. EMPLOYMENT OF CITY EMPLOYEES.

No regular employee of the CITY shall be employed by the CONSULTANT during the term of this Agreement.

SECTION 10. NON-LIABILITY OF CITY OFFICIALS AND EMPLOYEES.

No official or employee of the CITY shall be personally liable to the CONSULTANT in the event of any default or breach by the CITY, or for any amount which may become due to the CONSULTANT.

SECTION 11. INDEPENDENT CONSULTANT.

a. The CONSULTANT is and shall, at all times, remain as to the CITY a wholly independent consultant. Neither the CITY nor any of its elected officials, officers, employees, or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he or she is in any manner an elected official, officer, employee, or agent of the CITY. No employee benefits shall be available to the CONSULTANT in connection with the performance of this Agreement. Except as provided in this Agreement, the CITY shall not pay salary, wages, or other compensation to the CONSULTANT for performance hereunder for the CITY, the CITY shall not be liable for compensation to the CONSULTANT, the CONSULTANT's employees or the CONSULTANT's subconsultants for injury or sickness arising out of performing services hereunder.

b. The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

c. The CITY shall not deduct from the Compensation paid to the CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to the CONSULTANT. The CITY shall have no responsibility to provide the CONSULTANT, its employees or subconsultants with workers' compensation insurance or any other insurance.

SECTION 12. CalPERS ANNUITANTS AND ELIGIBILITY INDEMNITY.

a. If the CONSULTANT is a California Public Employees' Retirement System ("CalPERS") annuitant, the CONSULTANT must provide the City with written notification of such fact a minimum of 14 calendar days prior to commencement of services under this Agreement. Failure to provide such notification may result in termination of the Agreement, and any penalties or other costs relating thereto shall be borne by the CONSULTANT. If this Agreement remains in place, the CONSULTANT shall execute any amendment(s) to this Agreement requested by the City in order to comply with all laws and regulations applicable to CalPERS annuitants.

b. In the event that the CONSULTANT or any employee, agent, or subconsultant of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the CITY, the CONSULTANT shall indemnify, defend, and hold harmless the CITY for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of the CONSULTANT or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY.

c. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

SECTION 13. LEGAL RESPONSIBILITIES.

The CONSULTANT shall at all times observe and comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments including, but not limited to the Montebello Municipal Code. The CITY, and its appointed or elected officers, employees, or agents, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

SECTION 14. INDEMNIFICATION.

The CONSULTANT agrees to, and shall defend, indemnify, protect and hold harmless, the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers from and against any and all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property arising out of the CONSULTANT's negligent or wrongful act, or omission under the terms of this Agreement, except only liability arising out of the sole negligence of the CITY.

SECTION 15. INSURANCE COVERAGE.

a. During the term of this Agreement, the CONSULTANT shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with CONSULTANT's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury, and advertising injury, with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, the limit shall be twice the required occurrence limit.

- **Automobile Liability Insurance:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

- **Worker's Compensation** insurance as required by the laws of the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

- **Professional Liability** insurance appropriate to the CONSULTANT'S profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

b. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

c. The CONTACTOR shall require each of its subconsultants, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

d. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a current rating of at least A:VII in the latest edition of Best's Insurance Guide.

e. Each insurance policy required above shall state that coverage shall not be canceled, except after thirty (30) days' prior written notice (ten [10] days for non-payment) has been given to the CITY. The CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect the CITY may either (i) immediately terminate this Agreement for Cause; or (ii) take out the necessary insurance and pay, at the CONSULTANT's expense, the premium thereon.

f. **Evidence of Insurance prior to commencement**. The Contractor shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence

of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: [insert designated email]

Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the CITY by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

g. **Evidence of Insurance during the entire term of the Agreement**. At all times during the term of this Agreement, the CONSULTANT shall maintain on file with the CITY's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the CITY as an additional insured. The CONSULTANT shall, prior to commencement of work under this Agreement, file with the CITY's Risk Manager such certificate(s).

h. The CONSULTANT shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two (2) weeks prior to the expiration of the coverages.

i. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming the CITY, its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to the CITY. The CONSULTANT agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

j. The insurance provided by the CONSULTANT shall be primary to any coverage available to the CITY. Any insurance or self-insurance maintained by the CITY, its officers, employees, agents, or volunteers, shall be in excess of CONSULTANT's insurance and shall not contribute with it.

k. All insurance coverage provided pursuant to this Agreement shall not prohibit the CONSULTANT, and CONSULTANT's employees, agents or subconsultants, from waiving the right of subrogation prior to a loss. The CONSULTANT hereby waives all rights of subrogation against the CITY.

l. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, the CONSULTANT shall either reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, or the CONSULTANT shall procure a bond guaranteeing payment of losses and expenses.

m. Procurement of insurance by the CONSULTANT shall not be construed as a limitation of the CONSULTANT'S liability or as full performance of CONSULTANT's duties to indemnify, hold harmless and defend under the indemnity covenants of this Agreement.

SECTION 16. SUBCONTRACT, ASSIGNMENT OR DELEGATION.

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

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

SECTION 17. NO WAIVER.

Waiver by any party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition, or covenant hereof.

SECTION 18. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be County of Los Angeles, California. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement.

SECTION 19. ATTORNEY'S FEES AND COSTS.

If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

SECTION 20. WARRANTIES.

Each of the parties represents and warrants to one another as follows:

a. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;

b. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity,

not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and

c. It is agreed that each party has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

SECTION 21. MISCELLANEOUS.

a. The descriptive paragraph headings of this Agreement are included for purposes of convenience only and shall not control or affect the construction of interpretation of any of its provisions.

b. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.

c. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

d. The representations and warranties made by the parties to this Agreement shall survive the consummation of the transaction herein described.

e. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement. Any signed copy of this Agreement or of any other document or agreement referred to herein, or copy or counterpart thereof, delivered by facsimile transmission, shall for all purposes be treated as if it were delivered containing an original manual signature of the party whose signature appears in the facsimile and shall be binding upon such party in the same manner as though an originally signed copy had been delivered.

f. Each of the parties acknowledges that it has been represented by independent counsel of its own choosing, or if it has not been so represented, it has been admonished to obtain independent counsel and has freely and voluntarily waived and relinquished the right to counsel. Each party who has not obtained independent counsel acknowledges that the failure to have independent legal counsel will not excuse such party's failure to perform under this Agreement or any agreement referred to in this Agreement.

SECTION 22. NOTICE.

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

If to CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: [ENTER EMAIL ADDRESS]
With a copy to:	City of Montebello – Department Name Attn: Name and Title of Department Head 1600 West Beverly Boulevard Montebello, CA 90640 (323) 558 -1625 ext. Email: [ENTER EMAIL ADDRESS]mailto:YKimHarabedian@cityofmontebello.com
If to Consultant:	Consultant Name Attn: _____ Address City, CA ##### (###) ###-#### Email mailto:YKimHarabedian@cityofmontebello.com

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 23. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYER.

In the performance of this Agreement, the CONSULTANT shall not discriminate against any employee, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, mental condition or sexual orientation. The CONSULTANT will take affirmative action to ensure that sub-consultant and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation.

SECTION 24. CONFLICT OF INTEREST.

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

The CONSULTANT covenants not to give or receive any compensation, monetary or

otherwise, to or from the ultimate vendor(s) of services to the CITY as a result of the performance of this Agreement, or the services that may be procured by the CITY as a result of the recommendations made by the CONSULTANT. The CONSULTANT's covenant under this section shall survive the termination of this Agreement.

SECTION 25. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the CITY and the CONSULTANT. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

[**SIGNATURE PAGE TO FOLLOW**]

DRAFT

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

("CITY")	("CONSULTANT")
CITY OF MONTEBELLO	**CONSULTANT NAME**
René Bobadilla, City Manager	Full Name, Title

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Request for Proposals for Services and Contractor's Proposal
- Exhibit B – Schedule of Compensation

DRAFT

EXHIBIT “A”

Request for Proposals for Services and Contractor’s Proposal

EXHIBIT “B”

Schedule of Compensation

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY 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: **AUTHORIZATION TO SUBMIT AN APPLICATION FOR THE CLEAN CALIFORNIA LOCAL GRANT PROGRAM**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Authorize the submission of an application to the Clean California Local Grant Program; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

With Montebello City Council authorization, staff will apply for a competitive grant funding opportunity through the California Department of Transportation's (Caltrans) Clean California Local Grant Program (Clean CA), Cycle 2 program. The City could potentially receive up to $5,000,000 in funding for the beautification and placemaking of existing public spaces.

Clean CA requires a 12.5% funding match of total project costs based upon factors such as area median income and the City's CalEnviroScreen score. Therefore, the City will be responsible for an estimated Six Hundred Twenty-Five Thousand Dollars ($625,000) in matching project funds if awarded a Five Million Dollar ($5,000,000) grant. The matching funds may be cash, other grant awards, staff time devoted to the project, or in-kind donations. Staff will return with a plan to fund the required match and/or a request to amend the budget if the grant application is successful, with any final plan dependent upon the actual award amount.

BACKGROUND/DISCUSSION:

Staff is seeking authorization from the City Council to submit an application to Caltrans for Cycle 2 of the Clean CA Local Grant Program. The Clean CA Cycle 2 program will provide approximately $296 million in grant funds to beautify and improve streets and roads, tribal lands, parks, pathways, and transit centers to restore pride in public places. Goals of the program include enhancing, rehabilitating, restoring, or installing measures to beautify and improve public spaces and to enhance public health, cultural connections and community placemaking by improving public spaces for walking and recreation.

Staff is proposing improvements to Chet Holifield Park in an effort to enhance park amenities and features for the community to utilize. Proposed improvements include, but are not limited to, the addition of new picnic areas and shelters; upgrades to existing pathways, lighting, and parking lots; and relocation and renovation of a soccer field, baseball field, and basketball courts.

The addition of new proposed amenities are based upon the *Level of Service Analysis* completed for the Parks Master Plan. Due to the Montebello population, the analysis determined additional and/or improved amenities are needed within the City to best serve the community, particularly sports fields. Improvements will also incorporate sustainable designs such as bioswales, smart irrigation systems, LED lighting, parking lot solar panels, and permeable pathways.

As part of the grant application process, staff will also conduct community outreach to formulate a final park design prior to submitting the grant application. Applications are due in April 2023 and awards are expected to be announced in September 2023. If awarded, City Council will be requested to authorize a Resolution to accept grant funds, as well as take action to appropriate the grant funds.

SUMMARY:

That the City Council authorize the submission of an application to the Clean California Local Grant Program.

ATTACHMENT(S)

None

NEXT STEPS:

N/A

ITEM # 10

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Fernando Pelaez, Fire Chief
Angelica Palmeros, Deputy Director

SUBJECT: **ADOPT RESOLUTION NO. 23-06 FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Adopt Resolution No. 23-06 for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

On October 26, 2022 a Public Hearing was held to adopt Resolution No. 22-88 approving submission of the grant application for the Permanent Local Housing Allication (PLHA) Program in order for the City to be eligible to receive $1,900,548 over a five-year period (Attachment A). This item was approved by the City Council at that time and the resolution was submitted to the State of California. In the ensuing months since the Public Hearing in October, the State has determined the resolution template they provided to the City required updating. Therefore, staff is re-presenting this item for the sole purpose of presenting an updated resolution template that has been approved by the State of California. There are no changes other than the updated resolution, the original action taken on October 26, 2022 stands (see Attachment A).

The City of Montebello is eligible to receive an allocation of an estimated $1,900,548 in formula (i.e., non-competitive) grant funding from the Permanent

Local Housing Allocation (PLHA) program formula component. This amount represents the first five years of funding available for this program. This formula funding will be an on-going funding stream if the City continues to meet the eligibility requirements. The funding opportunity is available to local governments for eligible housing and homelessness activities. The City submitted the PLHA grant on November 1, 2022, after the Public Hearing on October 26, 2022 (Attachment A), meeting the eligibility requirements to access PLHA formula funds. In order for the grant application to continue in the review process and formally be approved by the state, it requires an updated resolution. Staff will return to a future City Council meeting with an action to appropriate the funding in Fiscal Year 2022-23, once State approval is received.

BACKGROUND/DISCUSSION:

In 2017, Governor Jerry Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. The Building Homes and Jobs Act (SB 2, 2017) established a $75 recording fee on real estate documents to increase the supply of affordable homes. Seventy percent (70%) of the fees collected go towards funding the PLHA Program, which is administered by the California Department of Housing and Community Development (HCD).

PLHA's formula component provides non-competitive funding to entitlement and non-entitlement cities. The current PLHA Notice of Funding Availability (NOFA) was released on August 17, 2022, and grant applications are due November 30, 2022. Staff received City Council approval at the August 1, 2022 City Council meeting to submit an application for the PLHA. Staff were aware that a NOFA would be released as HCD had communicated in advance that the City was now eligible.

The amount of PLHA funds allocated to each jurisdiction is directly proportionate to each jurisdiction's share of the total 2017 CDBG allocation in California. The State estimates the City will receive approximately $1,900,548 over the program's first five years. Of this amount, the City is eligible to receive an allocation of $316,758 from the 2019 allocation, $492,340 from the 2020 allocation, and $541,805 from the 2021 allocation. The remaining $549,645 from the 2022 and 2023 allocations will be disbursed in 2023 and 2024. Future allocations may fluctuate from year to year depending on recording fees from the number of real estate transactions. Jurisdictions must submit a grant application and meet eligibility requirements to access PLHA formula funds.

The program guidelines require that the grant application include an adopted City Council resolution authorizing: 1) the request for allocation funding, 2) the proposed PLHA plan (i.e., how the City intends to spend its PLHA allocations), and 3) receipt of grant funds for the five-year period. The California Department of Housing and Community Development, Program Design and Implementation Branch (PDI) reached out on January 18, 2023 requesting an updated resolution in order to continue in

the process.

ENVIRONMENTAL:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project and Plan is a project under CEQA.

The staff has reviewed the Project(s) and Plan to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project(s) and Plan may be subject to environmental review prior to implementation.

ANALYSIS:

N/A

SUMMARY:

That the City Council adopt Resolution No. 23-06 approving the submission of the grant proposal application and recommendation for the PLHA grant formula component for $1.9 million dollars in formula funding from the California Department of Housing and Community Development. Once the City receives approval of the application by the State, Staff will return to the City Council with an action appropriating the funding and amending the FY 2022-23 budget. This action is required because the State is requesting an updated resolution, there are no changes from the item approved at the Public Hearing on October 26, 2022.

ATTACHMENT(S)

1. PHLA Staff Report
2. Resolution No. 22-88
3. Resolution No. 23-06, HCD PLHA Formula

NEXT STEPS:

N/A

ITEM # 7

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief

SUBJECT: **ADOPT RESOLUTION NO. 22-88 TO APPROVE SUBMITTAL OF AN APPLICATION FOR THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM FORMULA FUNDING PLAN**

DATE: October 26, 2022

RECOMMENDATION(S):

It is recommended that the City Council:

1. Conduct Public Hearing and adopt Resolution No. 22-88 approving the submission of the grant application for the Permanent Local Housing Allocation (PLHA) Program Formula Funding Plan to collect the City's $1,900,548 five-year allocation; and
2. Hold a Public Hearing for the consideration of approval of the City's Permanent Local Housing Allocation Program Funding Plan and Resolution; and
3. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The City of Montebello is eligible to receive an allocation of an estimated $1,900,548 in formula (i.e., non-competitive) grant funding from the Permanent Local Housing Allocation (PLHA) program formula component. This amount represents the first five years of funding available for this program. This formula funding will be an on-going funding stream if the City continues to meet the eligibility requirements. The funding opportunity is available to local governments for eligible housing and homelessness activities. Jurisdictions must submit a grant application and plan and meet eligibility

requirements to access PLHA formula funds. Once the grant application is approved by the State, Staff will return to a future City Council meeting with an action to appropriate the funding in Fiscal Year 2022-23.

BACKGROUND:

In 2017, Governor Jerry Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. The Building Homes and Jobs Act (SB 2, 2017) established a $75 recording fee on real estate documents to increase the supply of affordable homes. Seventy percent (70%) of the fees collected go towards funding the PLHA Program, which is administered by the California Department of Housing and Community Development (HCD).

PLHA's formula component provides non-competitive funding to entitlement and non-entitlement cities. The current PLHA Notice of Funding Availability (NOFA) was released on August 17, 2022, and grant applications are due October 31, 2022. Staff received City Council approval at the August 1, 2022 City Council meeting to submit an application for the PLHA. Staff were aware that a NOFA would be released as HCD had communicated in advance that the City was now eligible.

The amount of PLHA funds allocated to each jurisdiction is directly proportionate to each jurisdiction's share of the total 2017 CDBG allocation in California. The State estimates the City will receive approximately $1,900,548 over the program's first five years. Of this amount, the City is eligible to receive an allocation of $316,758 from the 2019 allocation, $492,340 from the 2020 allocation, and $541,805 from the 2021 allocation. The remaining $549,645 from the 2022 and 2023 allocations will be disbursed in 2023 and 2024. Future allocations may fluctuate from year to year depending on recording fees from the number of real estate transactions. Jurisdictions must submit a grant application and meet eligibility requirements to access PLHA formula funds.

In order to be eligible to apply for this formula funding, local jurisdictions must have:

1. A state certified and compliant Housing Element. On June 22, 2022 the City Council adopted Resolution No. 22-52 approving the Housing Element Update for the 2021-2029 Planning Period (6th Cycle Regional Housing Needs Allocation); and
2. Annual Progress Reports (APR) submitted to HCD for Years 2019, 2020, and 2021. These reports have been submitted to HCD. APRs for 2022 and 2023 will need to be submitted to HCD to be eligible to collect future allocations.

The program guidelines require that the grant application include an adopted City Council resolution authorizing: 1) the request for allocation funding, 2) the proposed PLHA plan (i.e., how the City intends to spend its PLHA allocations), and 3) receipt of grant funds for the five-year period.

There are ten eligible activities under the PLHA grant:

1. The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is affordable for extremely low-, very low-, low-, or Moderate-income households (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High-cost areas). Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
2. The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs) that meet the needs of a growing workforce earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas. Predevelopment and/or acquisition must result in the development, rehabilitation, or preservation of affordable rental and ownership housing, as otherwise there is no actual housing outcome of the predevelopment or acquisition assistance.
3. Matching portions of funds placed into local or Regional Housing Trust Funds. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
4. Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176. Matching funds must be utilized as required by PLHA guidelines Section 301(a).
5. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).
6. Assisting persons who are experiencing or at risk of homelessness in conformance with 24 Code of Federal Regulations (CFR Section 578.3), (up to 30 percent of AMI), including:

    - Rapid rehousing in conformance with federal rules contained in 24 CFR Section 576.104, except for legal services;
    - Rental assistance with a term of at least six (6) months (rental arrears is not eligible);
    - Street outreach, and other supportive/case management services in conformance with federal rules contained in 24 CFR Section 576.101 that allow people to obtain and retain housing;
    - Operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

    This Activity may include subawards to administrative entities as defined in HSC Section 50490(a) (1-3) that were awarded California Emergency Solutions and Housing (CESH) Program or Homeless Emergency Aid Program (HEAP) funds for rental assistance to continue assistance to these households.

    Applicants must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with Welfare Institutions Code (WIC) Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation,

and preservation of permanent supportive housing shall incorporate the core components of Housing First, as provided in WIC Section 8255(b).

7. Accessibility modifications in lower-income owner-occupied housing (up to 80 percent of AMI).
8. Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments (up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in High- cost areas).
9. Homeownership opportunities, including, but not limited to, down payment assistance to those earning up to 120 percent of Area Median Income (AMI), or 150 percent of AMI in high-cost areas.
10. Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing projects, or matching funds invested by a county in an affordable housing development project in a city within the county, provided that the city has made an equal or greater investment in the project.

ENVIRONMENTAL IMPACT:

The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter "CEQA") requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project and Plan is a project under CEQA.

The staff has reviewed the Project(s) and Plan to determine the required level of review under CEQA and has determined that the proposed Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption). Section 15061(b)(3) of the State CEQA Guidelines states that an activity is covered by the common sense exemption that CEQA only applies to projects that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA review. Nevertheless, it is important to note that specific projects/programs that qualify for funding under the proposed Project(s) and Plan may be subject to environmental review prior to implementation.

ANALYSIS:

N/A

DISCUSSION:

On October 12, 2022, the Fire Department presented the PLHA 5-Year-Plan to the City Council for review and provided an opportunity to receive input and feedback to the plan. The Plan was posted on the City's Website, including the Notice of Funding Availability (NOFA) and the City PLHA Draft Working Budget as requested by the City Council . It was also posted to the City's social media accounts. As of the publication of this agenda item, Staff had not receive any feedback from the public, therefore no updates or revisions were made to the plan previously presented.

The City outlined homeless prevention goals and objectives in the City's Homelessness Plan, adopted in 2018, and the recently adopted Housing Element. The Homeless Prevention Program develops strategic preventative measures to support and engage higher-risk members of the community from entering homelessness or connecting them with resources to exit homeless quickly by either retaining their housing or using other housing strategies to ensure people move into permanent and stable accommodations that are affordable, safe, and appropriate with the support they need to thrive. Without a dedicated funding source to provide housing for the City's homeless households, the remaining goals and objectives of the strategy will be difficult to implement.

Assisting persons who are at risk of homelessness is an eligible activity under PLHA (see Item 6 in the list of eligible PLHA activities, above). To support and address homeless prevention, staff recommends that the City use its PLHA allocation on three eligible activities (Items 5 and 6):

1. Rental assistance for homeless persons and low-income older adults in Montebello (Item 6a); and
2. Operating Support for the Montebello Community Assistance Program (MCAP). MCAP provides street outreach and supportive case management services (Item 6b); and
3. Capitalized Reserves for Services connected to the preservation and creation of new Permanent Supportive Housing (up to 30 percent of AMI).

These activities are eligible under PLHA and are recommended in the newly adopted Housing Element. The City's grant application must include a high-level five-year plan outlining how it will use the total of $1,900,548 over the five-year period. Attached is a narrative description of these proposed expenditures and a budget illustrating the expenditures over the five-year period.

PLHA funding is time-sensitive, applications for the formula allocation must be submitted within 48-months of the budget appropriation. If a local government does not submit a complete application within that time frame, the allocation will revert to the Housing Rehabilitation Loan Fund for the Multifamily Housing Program or for Department-administered technical assistance to local governments.

The delays associated with the State's approval of the City's Housing Element prevented the City from meeting the eligibility criteria needed to apply for PLHA funding until now. This year (2022) is the final year that the 2019 allocation of $316,758 will be available to the City. If not claimed this year, the funding will revert back to the HCD programs noted above. The PLHA grant formula component is now open, and applications are due November 30, 2022. It is of the utmost importance that the City submit the application to capitalize on this important funding opportunity. The proposed Plan is currently available on the City's website and was presented at the Homeless Task Force meeting on September 13, 2022 and the October 12, 2022 City Council meeting.

SUMMARY:

That the City Council adopt Resolution No. 22-88 approving the submission of the grant proposal application and recommendation for the PLHA grant formula component for $1.9 million dollars in formula funding from the California Department of Housing and Community Development. Once the City receives approval of the application by the State, Staff will return to the City Council with an action appropriating the funding and amending the FY 2022-23 budget.

ATTACHMENT(S)

1. Attachment A - Notice of Funding Opportunity
2. Attachment B - MFD PLHA Draft Working Budget
3. Attachment C - Montebello PLHA Plan
4. Attachment D - Resolution No. 22-88

NEXT STEPS:

That the City Council approve the submission of the grant proposal application for the Proposed City's Permanent Local Housing Allocation Program Formula Funding for the 5-Year-Plan Application with Resolution, and submit the application on October 29, 2022.

RESOLUTION NO. 22-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, STATE OF CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

RECITALS

WHEREAS, the State of California ("State") Department of Housing and Community Development ("Department") is authorized to provide up to $335 million under the SB 2 **Permanent Local Housing Allocation Program Formula Component** from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California, Department of Housing and Community Development issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the City of Montebello is an eligible Local Government who is applying for program funds to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

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

SECTION 1. AUTHORITY. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA $1,900,548 in accordance with all applicable rules and laws.

Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

SECTION 2. ADOPTION. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Not applicable: Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

Not applicable: Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Not applicable: Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

Not applicable: Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

Not applicable: Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this resolution.

APPROVED AND ADOPTED this 26th day of October 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-88 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 26th day of October 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

RESOLUTION NO. 23-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, STATE OF CALIFORNIA, AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, the State of California ("State") Department of Housing and Community Development ("Department") is authorized to provide up to $335 million under the SB 2 **Permanent Local Housing Allocation Program Formula Component** from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq.(Chapter 364, Statutes of 2017 (SB 2)).

WHEREAS, the State of California, Department of Housing and Community Development issued a Notice of Funding Availability ("NOFA") dated 8/17/2022 under the Permanent Local Housing Allocation (PLHA) Program;

WHEREAS, the City of Montebello is an eligible Local Government who is applying for program funds to administer one or more eligible activities;

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

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

SECTION 1. AUTHORITY. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix C of the current NOFA **$1,900,548** in accordance with all applicable rules and laws.

Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

SECTION 2. ADOPTION. Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

Not applicable: Applicant certifies that it was delegated by [insert name of the delegating local government] to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.

Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.

Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).

Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

The City Manager is authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall certify to the passage and adoption of this Resolution.

APPROVED AND ADOPTED this 25th of January of 2023.

_____

David N. Torres, Mayor

ATTEST:

_____

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____

Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 23-06 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor, and attested by the City Clerk at a regular meeting of said Council held on 25th of January of 2023 and that said Resolution was adopted by the following vote, to wit:

AYES:
ABSTENTIONS:
NOES:
ABSENT:

The undersigned City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of the resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE:

_____

Christopher Jimenez, City Clerk

ITEM # 11

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **STATUS REPORT ON EXPENDITURE AND COMMITMENT OF CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF)**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council

1. Receive and file this report providing a status update on the expenditure and commitment of the City's Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

FISCAL IMPACT:

The City of Montebello received approximately $16.59 million on Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) through the American Rescue Plan Act (ARPA). ARPA – formally House Resolution 1319 – was signed into law on March 11, 2021. ARPA is a $1.9 trillion economic relief package that created numerous direct benefit programs such as economic impact payments, child tax credit, homeowner assistance fund, small business credit initiative, emergency rental assistance, unemployment compensation, and many additional direct payments to individuals and businsses.

Of the $1.9 trillion in ARPA funds, $350 billion was for direct aid to State, Tribal and local governments (CSLFRF revenue). The City of Montebello received a share of the $130 billion set aside specifically for local governments.

At the September 1, 2021 City Council study session, Staff provided a comprehensive presentation of CSLFRF and the proposed use of the funds (Attachment A). The city received the $16.59 million on two equal tranches: May 2021 and May 2022. The United States Treasury published an Interim Final

Rule (May 2021) and Final Rule (April 2022) to guide expenditure of CSLFRF revenue.

As allowed per the Interim Final and Final Rule published by the US Treasury, the City is utilizing the "revenue loss" category to spend the fiscal recovery funds. The "revenue loss" category provides the most flexibility in spending these funds. It required staff to calculate the City's revenue loss over a prescribed period of time. Utilizing the Interim Final Rule and guidance from the California Society of Municiapl Finance Officers and League of California Cities, Staff calculated a revenue loss in excess of $20.5 million. Since this revenue loss amount exceeds the City's CSLFRF award of $16.59 million, the City has chosen to spend the fiscal recovery funds per the "revenue loss" guidelines.

Staff at the September 1, 2021 study session provided an overve of the estimated unfunded capital and infrastructure needs in the City. Over a three fiscal year period, the unmet needs exceed $75 million. In general, these are vehicle, community center and park, sewer and information technology infrastructure needs. Since this presentation, Staff has become aware of numerous other infrstructure needs – such as water related damage to Police Headquarters. Needless to say, the maginitude of the City's infrastructure and capital needs far exceeds the CSLFRF award amount of $16.59 million.

Staff received direction at the September 1, 2021 Study Session to utilize the CSLFRF funds to repair the City's aging and vulnerable information technology network and backbone, upgrade and replace public safety and public works fleet vehicles, and invest in the City's 100 year old sewer system.

Generally accepted accounting principles required the City to record the entire $16.59 million in fiscal recover funds as unearned revenue. Finance staff consulted with the City's auditor as well. As expenses are made, the fiscal recovery funds are "recognized" – an accounting term that means the funds are recorded as revenue. In Fiscal Year 2021-22, the City recognized $6.3 million in CSLFRF revenue in the General Fund – as allowed by the Interim Final Rule and Final Rule published by the US Treasury. An addition $3.1 million will be recognized in FY 2021-22 towards a portion of the City's information technology upgrade project. There is still outstanding sewer infrastructure and vehicle replacements which must be paid for, and will utilize the remaining CSLFRF revenue. Attachment B provides a detailed accounting of revenue recognized to date, as well as the remaining commitments.

BACKGROUND/DISCUSSION:

House Resolution 1319 -- better known as the American Rescue Plan Act (ARPA) -- was signed into law on March 11, 2021. This $1.9 trillion comprehensive aid package provided much needed aid to individuals, businesses, and governments. The majority of this funding ($1.6 trillion) was dedicated to providing direct financial support to individuals and businesses in

the form of $1,400 economic impact payments, expanded unemployment insurance, expanded child tax credits, direct aid to small businesses, funding for K-12 school programs, etc. The remaining $350 billion in funding was directed at State, Tribal and local governments. The City of Montebello -- along with every city, town and village across the nation -- received a portion of this $350 billion in Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

Subsequent US Treasury rules (Interim Final Rule, published May 2021 and Final Rule published April 2022) provided guidance on how local governments could utilize this important funding to ameliorate the negative impacts of the pandemic. One of the use categories is "revenue loss," which required local jurisdictions to perform a complex calculation to determine the scope of revenue loss from the pandemic. As described above in the "Fiscal Impact" section of this report, Staff performed this calculation and presented the results at the Study Session held on September 1, 2021 (Attachment A). The $20.5 million on calculated revenue loss exceeds the $16.59 million in CSLFRF revenue Montebello received. Therefore, as outlined above and summarized in Attachment B, the City has been using these funds for much needed infrastructure repairs: sewer, information technology, fleet, etc.

Per the US Treasury Interim Final and Final Rules, the City has until December, 2024 to commit these funds, and until December, 2026 to fully expend them. Based on the various needs and amount spent to date, the City is on track to expend its entire CSLFRF award by the end of 2026. As required by the US Treasury, quarterly reports have been filed on a timely basis, providing updates on the City's expenditure of its fiscal recovery funds.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff recommends that the City Council receive and file this status report providing an update on the expenditure and commitment of CSLFRF revenue.

ATTACHMENT(S)

1. Attachment A - ARPA - CSLFRF Overview - Spending Plan Presentation, 09_01_2021
2. Attachment B - ARPA-CSLFRF LTD Tracking

NEXT STEPS:

N/A

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Spending Plan and Discussion

September 1, 2021

City Council Study Session

René Bobadilla, City Manager

Michael Solorza, Director of Finance

Agenda

* American Rescue Plan Act (ARPA) Overview
* Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Overview
* Unmet needs
* Planned projects
* Next Steps
* Conclusion/Q&A



American Rescue Plan Act

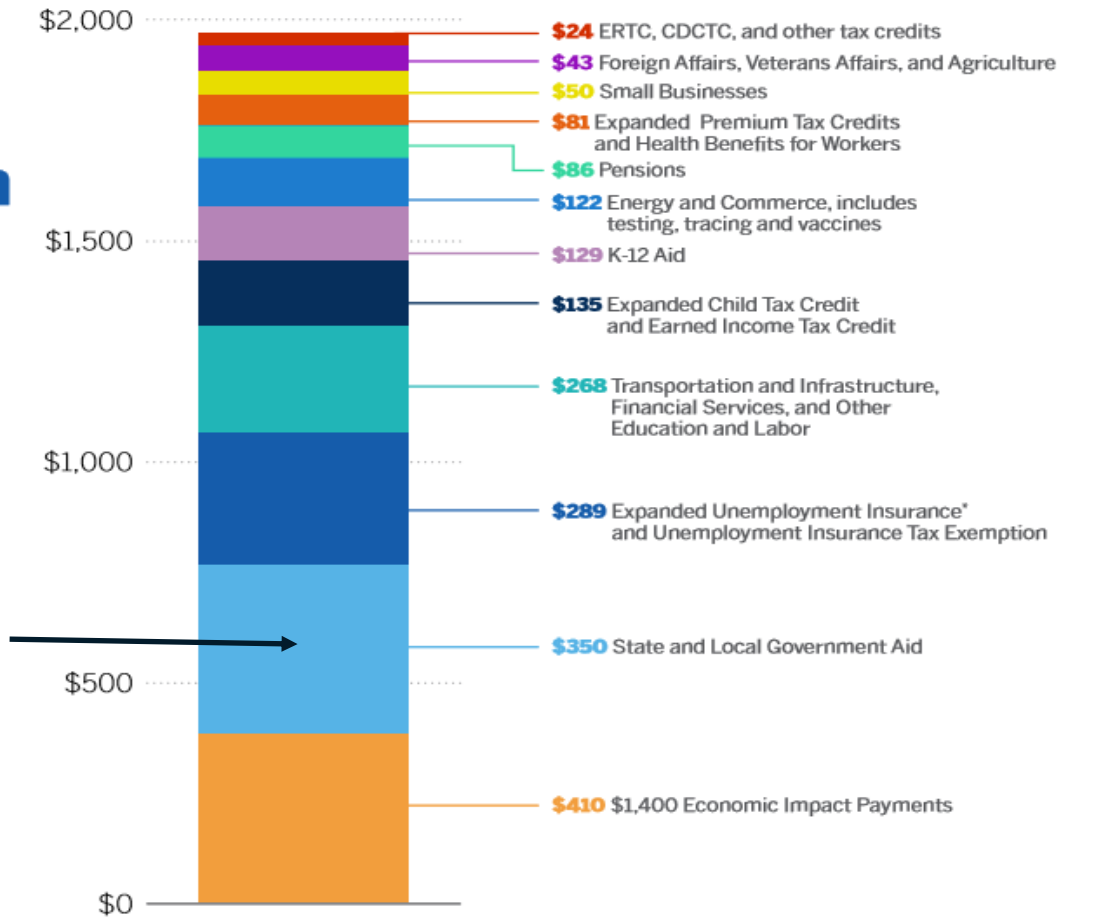
- Signed into law March 11, 2021 (H.R. 1319)
  - $1.9 trillion economic relief package
- Created numerous direct benefit programs:
  - Economic Impact Payments
  - Child Tax Credit
  - Capital Projects Fund
  - Homeowner Assistance Fund
  - Emergency Rental Assistance
  - Small Business Credit Initiative
  - Employee Retention Credit
  - Unemployment Compensation

ARPA Summary of Funds

A look at the various buckets of funding within the ARPA.

Topline summary of relief in Billions of Dollars

$350 billion in direct aid to Local Governments **Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)**



Note: *Subject to change pending estimate of Senate version of unemployment insurance expansion. Source: Joint Committee on Taxation and Committee for a Responsible Federal Budget

Coronavirus State and Local Fiscal Recovery Funds

* State and Local Fiscal Recovery Fund (CSLFRF)
* $350 billion in emergency funding
  * State, local, territorial and Tribal governments
  * $130 billion for local governments

* “The Rescue Plan will provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. ”

Coronavirus State and Local Fiscal Recovery Funds

Type	Amount ($ billions)
States & District of Columbia	$195.3
Counties	$65.1
Metropolitan Cites	$45.6
Tribal Governments	$20.0
Territories	$4.5
Non-entitlement Units of Local Government	$19.5

* Montebello will receive $16.59 million
* Two tranches: May 2021 (50%), June 2022 (remaining 50%)
  * ***Received first $8.3 million May 21!***
* Fewer restrictions than CARES Act revenue

Congresswoman Sanchez, City Council members and staff receiving CSLFRF funds!



U.S. Treasury Interim Final Rule

* Interim Final Rule (IFR) published by U.S. Treasury on May 10, 2021 governs spending of CSLFRF funds
* Seven FAQs/clarifications published since
* Public comment period ended July 16, 2021
  * Solicit questions/publish clarification of IFR
* IFR creates reporting and compliance requirements

U.S. DEPARTMENT OF THE TREASURY

Reporting and Compliance

- **Interim Report Submitted August 31, 2021**
  - Covers expenditures from May 13, 2021 – July 30, 2021
  - City reported $0.00 expenditures
    - Indicate revenue loss calculation "key inputs"
- Project and Expenditure Report Due October 31, 2021
  - Quarterly report, due 30 days after each quarter
  - 1st Report covers two periods:
    - May 13, 2021 – June 30, 2021
    - July 1, 2021 – September 30, 2021
- Extensive compliance guidelines published June 17, 2021

Recognition of Revenue

* Specific accounting standards govern recognition of CSLFRF monies as revenue
  * Record as "deferred revenue" until expenses recognized
  * Per City's auditors:
    * *"…our position is to report the first tranche as unearned revenue as of the end of this [2020-21] fiscal year. Similar to other federal grants, revenue will be recognized when they are spent on eligible expenses/projects."**
  * As eligible expenses recorded, CSLFRF will be recognized as revenue in the General Fund

**From memorandum to City Council, July 21, 2021*

CSLFRF Eligible Use Categories

A. Respond to the public health emergency: assistance to households, small businesses, and nonprofits, or to provide aid to impacted businesses such as tourism, travel or hospitality
B. Respond to workers performing essential work during the public health emergency by providing premium pay
C. Provision of government services to the extent of the reduction in revenue (“revenue loss”) due to COVID-19
D. Make necessary investments in water, sewer or broadband infrastructure

Revenue Loss (Category C)

* Revenue Loss (Category C) provides most flexibility / easiest to administer
* Use "general revenues" to calculate revenue loss
* Calculation = 4 step process:
  * Identify base year revenue
  * Estimate counterfactual revenue
  * Determine growth adjustment
  * Identify actual revenue over past 12 months

General Revenues: Definition

- *"General Revenues"* **NOT THE SAME** as *"General Fund Revenues"*
  - "General Revenues" = as defined by U.S. Census Bureau
- Includes revenue from…
  - Property and Sales taxes
  - Business License taxes/fees
  - Charges for Services
  - Interest and rental income
  - Intergovernmental revenue (NOT from Federal sources)
    - E.g., Metro Local Return
- Focus on SOURCE vs. PURPOSE of revenue

General Revenues: Definition

* "General Revenues" exclude:
  * Transit and Water charges for services
  * Federal grants
    * Even if passed through the State
  * Sale of property or proceeds from debt/financing



Revenue Loss (Category C)

* Revenue Loss (Category C) calculation
  * **Counterfactual Revenue – Actual Revenue = Revenue Loss**

* Counterfactual Revenue formula:

Base Year Revenue X [(1 + Growth Adjustment)^(n/12)]

* **Base Year Revenue** = actual revenue for FY 2018-19
* **Growth Adjustment** = 4.1% ***or*** average annual revenue growth FY 2016-17 to FY 2018-19
* **n** = number of months from June 30, 2019 to December 31, 2020
* ***Counterfactual Revenue:*** what the City could be expected to receive had COVID-19 not occurred

Loss Calculation for Montebello

Counterfactual Revenue =

Base Year Revenue X [(1 + Growth Adjustment)^(n/12)]

* **Base Year Revenue** = $111,574,402^^
* **Growth Adjustment** = 7.7%*
* **n** = 18**

^^City's actual revenue from FY 2018-19

*City's average revenue growth for Fiscal Years 2016-17 – 2018-19

**Number of months from June 30, 2019 to December 31, 2020 (first "check in" data to calculate revenue loss)

Base Year Revenue

	FY 2018-19 Base Year Revenue (Actuals)
Governmental Funds - Total	71,565,123
Governmental Funds - Exclusions	(3,124,661)
Proprietary Funds - Total	44,861,939
Proprietary Funds - Exclusions	(1,727,999)
Net Total Revenue	**111,574,402**

- "General Revenues" as used by the U. S. Census Bureau and U.S. Treasury Interim Final Rule
- Accounts for ALL Governmental and Proprietary Funds, with certain exclusions

Growth Adjustment Amount

	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19
Total General Revenues	$ 89,613,012	$ 91,636,294	$ 97,773,556	$111,574,402
Year Over Year % Change		2.2578%	6.6974%	14.1151%
3-Year Average Change (Growth Adjustment Amount) =>				**7.6901%**

Loss Calculation for Montebello

Counterfactual Revenue = Base Year Revenue X [(1 + Growth Adjustment)^(n/12)]

$111,574,402 X [(**1 + .077**)^(18/12)] = $124,689,036

Actual General Revenue January 1 – December 31, 2020 = $104,164,967

Revenue Loss = $124,689,036 - $104,164,967 = **$20,524,069***

**Revenue Loss as calculated as of December 31, 2020*

What Does This Mean?

$124,689,036 - $104,164,967 = $20,524,069*

- *Calculated revenue loss greater than City's CSLFRF award of $16.59 million
- Provides the ability to spend ***entire*** CSLFRF amount under "Category C:"
  - Maintenance or pay-go funding of building infrastructure
  - Modernization of cybersecurity (i.e., hardware, software, and protection of critical infrastructure)
  - Provision of police, fire and other public safety services

Prior Discussions of ARPA Funding

* Staff has presented ARPA reviews/discussion of eligible and recommended uses on numerous dates:

* March 31: Budget Study Session
* May 26: Budget Overview #1
* June 6: Budget Overview #2
* June 23: Budget Adoption
* September 1: ARPA/CSLFRF Study Session

Estimated Unmet and Unfunded Needs*

	FY 21-22	FY 22-23	FY 23-24
Public Works	15,000,000	15,000,000	15,000,000
Information Technology	1,623,000	1,623,000	2,123,000
Fire	3,240,300	2,492,000	1,398,000
Police	3,242,000	1,605,000	1,495,000
Parks and Recreation	2,725,000	2,720,000	4,217,000
	25,830,300	**23,440,000**	**24,233,000**

**As first presented at March 31, 2021 Budget Study Session, initial discussion of possible uses of ARPA/CSLFRF revenue*

Information Technology Network Backbone Project

Information Technology Infrastructure Upgrade - Backbone Network and Software Project

	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Hardware: Purchased and Support	$ 450,017				
Software: Licensing and Support	$ 1,811,175	$ 84,764	$ 84,764	$ 84,764	$ 84,764
Implementation Services	$ 78,600				
Post-Implementation Management	$ 284,680	$ 284,680	$ 284,680	$ 284,680	$ 284,680
	$ 2,624,472	$ 369,444	$ 369,444	$ 369,444	$ 369,444

Total Estimated 5 year project cost: $4,102,248

Information Technology Productivity Upgrades

Productivity Software Upgrades - Post-Backbone Upgrade					
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Voice Over Internet (VOIP)		$ 146,000	$ 146,000	$ 146,000	$ 146,000
Microsoft 365		$ 121,380	$ 85,680	$ 85,680	$ 85,680
Workstation Upgrades		$ 88,560	$ 88,560	$ 88,560	$ 88,560
Planning, Building, GIS		$ 200,000	$ 200,000	$ 200,000	$ 200,000
		$ 555,940	$ 320,240	$ 320,240	$ 320,240

Must complete Backbone Infrastructure upgrades and replacements prior to implementing productivity improvements…

Total 4 year cost: $1,516,660

Vehicle – Fleet Needs

* Extensive (non-Transit) fleet needs: $6.852 million*

Department	Estimated Amount
Fire	$ 4,669,404
Parks and Recreation	$ 441,000
Police	$ 1,741,534
	$ 6,851,938

*Estimated over next three fiscal years (FY 2021-22 – 2023-24)

Sewer Infrastructure Needs

* First step: City Services agreement with LA County
  * Approved @ $600,000 / year (use CSLFRF to fund)
* Next step: County begins video inspection of sewer system
  * 20% of system inspected each year / 5 year program
  * Will have complete picture of needs once completed
* **Immediate known needs:**
  * 48,000 linear feet of cement pipe needing replacement and/or lining (oldest part of system)
  * **Approximately $9.0 - $12.0 million over 3 years**
    * **$3.0 - $4.0 million per year**

Recommendations

* Utilize Category C (Revenue Loss) funding opportunities
  * Critical Information Technology Infrastructure Backbone
  * Critical Software (Productivity) Upgrades
  * Critical Fleet Replacement and Upgrades
  * Critical Sewer Infrastructure Maintenance and Repairs
  * Other community-wide, critical infrastructure repair, replacement and upgrade needs

Recommended Use of CSLFRF*

Project Categories	Total Amount
IT Network Backbone	$ 4,100,000
IT Productivity Software	$ 1,500,000
Fleet Replacement/Upgrades	$ 6,850,000
Sewer Maint/Capital Repairs	$ 4,150,000
	$ 16,600,000

*Have until December 31, 2024 to commit funds, December 31, 2026 to fully spend.

Conclusion / Q&A

American Rescue Plan Act (ARPA)

Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)

Spending Plan and Discussion

September 1, 2021

City Council Study Session

Rene Bobadilla, City Manager

Michael Solorza, Director of Finance

City of Montebello

ARPA - CSLFRF Unearned Revenue Tracking (City Council, 01/25/2023)

ATTACHMENT B

8,382,029	<= May 2021 (Tranche 1)
8,382,029	<= May 2022 (Tranche 2)
16,764,058	



Entire CSLFRF Award amount booked as "unearned" revenue as required by generally accepted accounting principles; as funds are "used" the corresponding amount is "recognized," that is, recorded as revenue.

Section below indicates where revenue recorded, the amount recognized and any pertinent notes.

FY 2021-22	Account Code Where Recorded	Amount Recognized	Notes
12/2021	100-99-4023.10	$4,191,015	Revenue loss recognition #1
03/2022	100-99-4023.10	$2,095,507	Revenue loss recognition #2

FY 2022-23	Account Code Where Recorded	Amount Recognized	Notes
12/2022	100-99-4023.10 / 325-99-4999.30	$3,145,024	Revenue loss recognition - IT Network Project
		$9,431,546	<= Total Recognized as of 12/2022
		1,554,976	Additional IT Network Project Commitment
		5,000,000	Golf Course Renovation Project
		600,000	Sewer Maintenance
		178,000	Vehicles (various departments)
		7,332,976	<= Pending Recognition
		16,764,522	<= TOTAL RECOGNIZED/PLANNED

ITEM # 12

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS (RFP NO. 23-6) TO HIRE A CONSULTANT TO PROVIDE STRATEGIC PLAN DEVELOPMENT SERVICES**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Authorize the issuing of a Request for Proposals (RFP 23-6) to hire a consultant to conduct and provide strategic plan development services; and
2. Take such additional, related action that may be desirable.

FISCAL IMPACT:

Issuing this RFP does not have a direct cost associated. At this point, the exact cost of service is unknown. Once the selection process is complete, staff will return to the City Council requesting approval of a professional services agreement if the total cost of service is $50,000 or more. If the total cost is under $50,000, the Department will seek the City Manager's approval to proceed (Montebello Municipal Code Chapter 3.20 – Purchasing System).

BACKGROUND/DISCUSSION:

At the Council Meeting on December 21, 2022, staff was directed to conduct a strategic planning session. It is necessary, therefore, to issue an RFP to identify a consultant to assist with developing a strategic plan. By engaging in this project, the City anticipates receiving a detailed, written document which can be used to establish and set organizational priorities, focus resources, improve operations, and the ability to assess and adjust the organization's direction in a dynamic environment. It will be expected that the selected consultant

accomplish these objectives by engaging staff, elected officials, and other stakeholders to assess their priorities and expectations.

This staff report formally requests authorization to issue the RFP. If approved, the RFP will be posted on the City's PlanetBids portal by early February 2023.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

Staff requests approval to issue an RFP to hire a consultant to conduct strategic plan development services. The objective is to obtain the services of qualified consultant to assist with creating five (5) year plan for the City by engaging staff, elected officials, and community stakeholders.

ATTACHMENT(S)

1. Scope of Work - Strategic Plan (Draft)

NEXT STEPS:

N/A

Scope of Work
Strategic Planning Service
The City of Montebello (City) is seeking proposals from highly qualified consultants/firms (Consultant) to assist in developing a comprehensive Strategic Plan with City Council, community, and staff involvement. The Strategic Plan seeks to establish a long-term vision for the City and set a course of action for the next five (5) years by creating priorities, outlining steps to achieve objectives effectively, and setting a framework for reporting progress to community stakeholders. The ideal plan will build upon the goals and objectives of the City's previous plans (See Attached?). The project should also provide a summary of key objectives that will allow Departments to develop work plans to implement the Strategic Plan using key performance indicators to measure success.

Scope of Service
It is understood that various models and approaches are available to develop a strategic planning document. The City encourages proposers to submit their recommended strategy with a work plan and set of deliverables that will enable the City to establish a long-term vision supported by a five (5) year strategic plan that incorporates measurable, quantifiable goals and timetables for achievement. While the City seeks the consultant's recommendations regarding the best process to develop an actionable strategic plan, we are seeking a scope of work that will include the following components:

Community Engagement
Facilitate a community visioning process consisting of public outreach through stakeholder meetings, online survey(s), or other forums appropriate for outreach and public input. The City envisions using the information received through the community input process to assist the Mayor and City Council in developing a long-term vision for the City that will serve as a framework for the strategic plan and priority-setting process.

Mayor and City Council Engagement
Develop a process and approach for gathering input from the Mayor and members of the City Council, including priority and goal-setting workshop(s).

City Staff Engagement and Involvement
Develop a process and approach for gathering staff input and ongoing engagement at all levels of the organization.

Performance Monitoring
Develop methodologies for monitoring performance within the framework of the strategic plan, ensuring that priorities and goals are integrated within the budget process, financial, and performance metrics reporting.

To accomplish the scope requested, the consultant will need to possess the following qualifications:

1. Experience in successfully developing consensus-based strategic plans.

DRAFT

2. Experience with government, open public meetings, and working with elected officials.

3. Strong facilitation skills.

4. Experience soliciting input from the public, and key stakeholders/individuals from various sectors.

5. Experience in gathering and utilizing data to inform the strategic planning process.

6. Experience inspiring others to think innovatively.

7. Flexibility to develop appropriate dates and timelines for working with various constituencies.

8. Ability to attend City Council meetings and workshops as scheduled (Typically held on alternating Wednesdays at 5:00 pm PST. For a schedule of upcoming Council Meetings, please visit: https://cityofmontebello.hosted2.civiclive.com/departments/administration/city_clerks_office/agendas__minutes__and_videos)

DRAFT

ITEM # 13

CITY OF MONTEBELLO
CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Michael Solorza, Director of Finance

SUBJECT: **TREASURER'S REPORT FOR THE QUARTER ENDING DECEMBER 31, 2022**

DATE: January 25, 2023

RECOMMENDATION(S):
It is recommended that the City Council:

1. Receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2022 (Second Quarter).

FISCAL IMPACT:

Attached is a cash report and portfolio summary as of December 31, 2022 (Attachments A and B). This report provides a snapshot at quarter end of the City's cash position, detailing balances in various accounts and types of investments.

The table below summarizes available cash by major type of account, comparing June 2021 vs. 2022 and December 2021 vs. 2022 ending balances. The "General" account combines Bank of the West, Local Agency Investment Fund (LAIF), and various Certificates of Deposit, and represents the most liquid and accessible source of cash for the City to pay ongoing expenses:

	June 30, 2021	Dec 31, 2021	June 30, 2022	Dec 31,
General	53,894,820	62,080,332	78,705,924	71,62
Successor Agency	13,524,868	15,406,546	19,405,616	15,30
Housing Successor Agency	455,562	622,422	633,672	1,05
Trust & Agency	1,300,657	1,350,283	1,091,804	1,11
401 a(h) Trust Accounts	13,565	13,564	13,564	1
	69,189,471	**79,473,148**	**99,850,581**	**89,11**

As of December 31, 2022, total available cash was $19.930 million greater than the same quarter, prior year. Cash is down versus June 30, 2022, but that is expected as expenses fluctuate at different times each year, and revenue is received at varying points in the year as well. The City's overall cash position has improved over the last several years. For example, the June balance for the past seven years is shown below:

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

Comparing December ending balances from prior years, in 2016 overall cash was $33.071 million, versus $89.119 million as of December 2022 – a $56.048 million improvement in the City's available cash position (LAIF, Bank of the West, etc.).

The continuing strength of the City's cash position is due to a number of reasons. A primary factor contributing to the additional cash is proceeds from Measure H, the City's ¾ cent transaction and use tax. Property tax receipts are also up, as overall assessed values in the City continue to grow. It should also be noted that monthly cash balances do fluctuate, as monthly expenses can vary considerably from month to month, especially when comparing prior years. The City receives numerous grants from Federal, State and local governmental agencies, with expenses and concomitant revenue reimbursement varying depending on the grant award and the particular progress made in the project.

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

The City receives income from the investment of idle cash. This revenue varies based on balances and current interest rate environments. The historically low interest rates of the past decade have limited the amount of revenue received from idle cash investments. However, interest rates have risen markedly in the past twelve months, as the Federal Reserve continues to raise the federal funds rate in an effort to combat high inflation.

The effective rate of return on the City's investment portfolio as of December 31, 2022 was 0.93%, with the fiscal year to date earnings rate at 1.14%. It is useful to compare these rates of return to various U.S. Treasuries, as a general benchmark. Recent data (January 9) have the 10-year yield at 3.55%, 5-year at 3.69% and the 2-year yield at 4.24%. The inverted yield-curve – where shorter-term treasuries have higher yields than longer-term ones despite carrying lower risk – is not often seen, and is often viewed as a harbinger to recession. The majority of the City's idle cash is held in LAIF, with the September yield (most recent available) at 1.35%, up from 0.75% in June, and more than five times the September 2021 yield of 0.24%.

The City's current investment policy allows funds to be invested in a broad range of Government Code approved fixed income vehicles. Staff will work to analyze opportunities that will help the City's idle cash work harder (i.e., earn additional income) while not sacrificing safety or liquidity.

BACKGROUND/DISCUSSION:

State Government Code Section 53600 et al governs the investment of idle cash by local agencies. In addition, local agencies are required to have City Council approved investment policies which further dictate how funds are invested. Government Code Section 53646(b), as well as the City's investment policy, provide for quarterly reporting of investment activity. The quarterly report, along with details found in Attachments A and B, are designed to provide additional information, comparing current year balances and performance to prior years, etc.

The City of Montebello holds idle cash in various depositories:

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

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

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

Therefore, the City maintains a reasonable balance in its checking account – the most liquid account utilized for daily expenses. The LAIF account with the State Treasurer provides additional liquidity. Depending on cash flow needs, withdrawals or deposits are made from/to the LAIF account into/out of the General checking account. Finally, investment in Certificates of Deposit through a clearinghouse service (i.e., Multi-Bank Securities) provides additional yield with funds not needed for immediate liquidity deposited accordingly (approximately $1.736 million).

The table below provides an overview of the City's major liquid cash accounts: Bank of the West checking and the two separate LAIF accounts, at quarter end from June, 2020 through December, 2022. The changing amounts in available cash illustrate the trends of incoming revenue vs. outgoing expenses throughout the year. The average quarterly balance for the City's checking account since June 2020 is $8.789 million, more than sufficient to meet weekly expenses.

Year	Month	Bank of the West (Checking)	LAIF (General)	LAIF (Succes Agency)
2020	JUNE	$ 5,706,451	$ 39,978,695	$ 9,502,19
2020	SEPTEMBER	$ 3,632,854	$ 28,523,514	$ 9,536,86
2020	DECEMBER	$ 3,413,754	$ 20,998,975	$ 9,557,11
2021	MARCH	$ 5,259,121	$ 23,031,241	$ 9,572,22
2021	JUNE	$ 11,921,868	$ 37,556,500	$ 9,582,68
2021	SEPTEMBER	$ 2,298,948	$ 47,583,249	$ 9,020,50
2021	DECEMBER	$ 10,757,576	$ 46,614,203	$ 8,996,21
2022	MARCH	$ 8,220,964	$ 57,639,656	$ 14,001,39
2022	JUNE	$ 8,644,963	$ 65,334,697	$ 14,012,25
2022	SEPTEMBER	$ 3,429,416	$ 50,945,633	$ 14,038,48
2022	OCTOBER	$ 7,790,663	$ 43,651,105	$ 14,086,25
2022	NOVEMBER	$ 15,211,636	$ 39,651,105	$ 14,086,25
2022	DECEMBER	$ 27,973,777	$ 39,651,105	$ 14,086,25
		$ 8,789,384	**$ 41,627,668**	**$ 11,544,51**

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

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

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

The updated version of the City's investment policy was submitted to the California Municipal Treasurers Association (CMTA) for consideration of their investment policy review and award program. The CMTA investment policy program utilizes public treasury officials to review public agency policies to ensure they comply with best practices and Government Code. For the first time in the City's 101 year history, the City's policy was submitted and passed the review with flying colors. Having passed this review process is one more indication of the progress made in achieving fiscal sustainability in Montebello, as its policies adhere to best practices.

ENVIRONMENTAL:

N/A

ANALYSIS:

N/A

SUMMARY:

It is recommended that the City Council receive and file the Quarterly Treasurer's Report for the quarter ending December 31, 2022.

ATTACHMENT(S)

1. Attachment A - Cash Summary, December FY 2022_23
2. Attachment B - December 2022 Investment Statement

NEXT STEPS:

N/A

CITY OF MONTEBELLO
MONTHLY CASH REPORT (ALL ACCOUNTS)
BALANCE AS OF DECEMBER 31, 2022

BANK OF THE WEST

	Account Number	Account Name	12/31/22
1	XXXX-XX770	Housing Successor Agency of the City of Montebello	$1,056,552.27
2	XXXX-XX093	Successor Agency of the City of Montebello	$1,216,570.09
3	XXXX-71041	City of Montebello	$2,266,713.60
4	XXXX-00184	City of Montebello - FSA	$7,021.34
5	XXXX-XX331	General	$27,973,776.51
6	XXXX-XX287	Trust & Agency	$6,063.99
7	XXXX-XX803	Police Retiree Health Account	$779,125.70
8	XXXX-XX267	Payroll	$0.00
9	XXXX-XX362	Fire Retiree Health Account	$326,668.99
			$33,632,492.49

STATE OF CALIFORNIA

	Account Number	Account Name	12/31/22
1	XX-XX-551	General	$39,651,105.19
2	XX-XX-068	Successor Agency City of Mtb for Mtb RDA	$14,086,255.17
			$53,737,360.36

FIRST MERCANTILE TRUST

Account Number	Account Name	12/31/22
XXX-XX-X746	CORPORATE ACCOUNT	$12.98
XXX-XX-X999	TRUST ACCOUNT	$13,551.48
		$13,564.46

Pershing LLC - CDs

Account Number	Account Name	12/31/22
CD	Enerbank USA (10/9/19-9/13/23)	$249,000.00
CD	Sallie Mae Bank (10/9/19-9/18/24)	$247,000.00
CD	RIA Federal Credit Union (10/11/19-10/11/23)	$249,000.00
CD	BMW Bank North America (10/11/19-10/11/23)	$247,000.00
CD	Merrick Bank (10/18/19-10/18/24)	$249,000.00
CD	Morgan Stanley Bank (10/30/19-10/30/24)	$247,000.00
CD	HSBC Bank USA (5/7/20-5/7/25)	$248,000.00
		$1,736,000.00

Total General Cash/Investments	$71,627,595.30
Total SA Cash/Investments	$15,302,825.26
Total HSA Cash/Investments	$1,056,552.27
Total T&A Cash/Investments	$1,118,880.02
Total Trustee Cash	$13,564.46
Total Cash/Investments	$89,119,417.31

CITY OF MONTEBELLO
Portfolio Management
Portfolio Summary
December 31, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	39,651,105.19	39,651,105.19	39,651,105.19	95.81	1	1	1.292	1.310
Savings Accounts	6.38	6.38	6.38	0.00	1	1	0.493	0.500
Negotiable CDs	1,736,000.00	1,736,000.00	1,736,000.00	4.19	1,658	510	1.755	1.780
Investments	**41,387,111.57**	**41,387,111.57**	**41,387,111.57**	**100.00%**	**71**	**22**	**1.311**	**1.330**
Cash, Pending Redemptions and Accrued Interest								
Passbook/Checking (not included in yield calculations)	30,240,490.11	30,240,490.11	30,240,490.11		1	1	0.000	0.000
Accrued Interest at Purchase		707.17	707.17					
Pending Redemptions	778,566.49	778,566.49	778,566.49					
Subtotal		31,019,763.77	31,019,763.77					
Total Cash, Pending Redemptions and Investments	**72,406,168.17**	**72,406,875.34**	**72,406,875.34**		**71**	**22**	**1.311**	**1.330**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	46,732.99	369,265.45
Average Daily Balance	**59,195,186.62**	**64,528,249.95**
Effective Rate of Return	**0.93%**	**1.14%**

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CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS200	200	STATE OF CALIFORNIA		07/01/2019	39,651,105.19	39,651,105.19	39,651,105.19	1.310		1.310	1	
		Subtotal and Average	**39,651,105.19**		**39,651,105.19**	**39,651,105.19**	**39,651,105.19**			**1.310**	**1**	
Savings Accounts												
697530	500	F&A FEDERAL CREDIT UNION		07/01/2019	6.38	6.38	6.38	0.500		0.500	1	
950516181	600	PACIFIC PREMIER/PLAZA BANK		07/01/2019	0.00	0.00	0.00	1.918		1.918	1	
		Subtotal and Average	**6.38**		**6.38**	**6.38**	**6.38**			**0.500**	**1**	
Negotiable CDs												
05580ASV7	40	BMW BANK NORTH AMERICA		10/11/2019	247,000.00	247,000.00	247,000.00	1.850		1.851	283	10/11/2023
29278TLF5	34	ENERBANK USA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	255	09/13/2023
44329ME33	53	HSBC BANK USA		05/07/2020	248,000.00	248,000.00	248,000.00	1.300		1.300	857	05/07/2025
59013KDM5	47	MERRICK BANK		10/18/2019	249,000.00	249,000.00	249,000.00	1.900		1.902	656	10/18/2024
61760AX53	31	MORGAN STANLEY PRIVATE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	613	09/05/2024
749622AP1	43	RIA FEDERAL CREDIT UNION		10/11/2019	249,000.00	249,000.00	249,000.00	1.800		1.801	283	10/11/2023
7954504D4	33	SALLIE MAE BANK		10/09/2019	247,000.00	247,000.00	247,000.00	1.900		1.902	626	09/18/2024
		Subtotal and Average	**1,736,000.00**		**1,736,000.00**	**1,736,000.00**	**1,736,000.00**			**1.780**	**510**	
		Total and Average	**59,195,186.62**		**41,387,111.57**	**41,387,111.57**	**41,387,111.57**			**1.330**	**22**	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Cash
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
100	100	BANK OF THE WEST		08/31/2019	30,240,490.11	30,240,490.11	30,240,490.11			0.000	1
		Average Balance	**0.00**	Accrued Interest at Purchase		707.17	707.17				**1**
				Subtotal		30,241,197.28	30,241,197.28				
		Total Cash and Investments	**59,195,186.62**		**71,627,601.68**	**71,628,308.85**	**71,628,308.85**			**1.330**	**22**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS200	200	LAIF		07/01/2019	39,651,105.19	39,651,105.19	39,651,105.19	1.310	1	1.310	-45,839.12	0.00	
		Subtotal and Average	**39,651,105.19**		**39,651,105.19**	**39,651,105.19**	**39,651,105.19**	1.310	1	1.310	-45,839.12	0.00	
Savings Accounts													
697530	500	F&A		07/01/2019	6.38	6.38	6.38	0.500	1	0.500	0.11	0.00	
950516181	600	PLAZA		07/01/2019	0.00	0.00	0.00	1.918	1	1.918	-7,546.80	0.00	
		Subtotal and Average	**6.38**		**6.38**	**6.38**	**6.38**	0.500	1	0.500	-7,546.69	0.00	
Negotiable CDs													
05580ASV7	40	BMW		10/11/2019	247,000.00	247,000.00	247,000.00	1.850	283	1.851	1,026.57	0.00	10/11/2023
29278TLF5	34	ENERBA		10/09/2019	249,000.00	249,000.00	249,000.00	1.800	255	1.800	601.69	0.00	09/13/2023
44329ME33	53	HSBC		05/07/2020	248,000.00	248,000.00	248,000.00	1.300	857	1.300	470.35	0.00	05/07/2025
59013KDM5	47	MERR		10/18/2019	249,000.00	249,000.00	249,000.00	1.900	656	1.902	570.31	0.00	10/18/2024
61760AX53	31	MORGAN		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	613	1.902	1,080.03	0.00	09/05/2024
749622AP1	43	RIA		10/11/2019	249,000.00	249,000.00	249,000.00	1.800	283	1.801	626.25	0.00	10/11/2023
7954504D4	33	SALLIE		10/09/2019	247,000.00	247,000.00	247,000.00	1.900	626	1.902	1,080.03	0.00	09/18/2024
		Subtotal and Average	**1,736,000.00**		**1,736,000.00**	**1,736,000.00**	**1,736,000.00**	1.778	510	1.780	5,455.23	0.00	
		Total and Average	**59,195,186.62**		**41,387,111.57**	**41,387,111.57**	**41,387,111.57**	1.330	22	1.330	-47,930.58	0.00	

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
100	100	BOFW		08/31/2019	30,240,490.11	30,240,490.11	30,240,490.11	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**	Accrued Interest at Purchase		707.17	707.17					
				Subtotal		30,241,197.28	30,241,197.28					
	Total Cash and Investments		**59,195,186.62**		**71,627,601.68**	**71,628,308.85**	**71,628,308.85**	0.768	13	0.768	-47,930.58	0.00

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS200	200	LAIF	39,651,105.19	1.310		07/01/2019	1.292	1.310	07/30 - Quarterly		39,651,105.19	39,651,105.19
	Local Agency Investment Funds Totals		**39,651,105.19**				**1.292**	**1.310**		**0.00**	**39,651,105.19**	**39,651,105.19**
Savings Accounts												
697530	500	F&A	6.38	0.500		07/01/2019	0.493	0.500	04/30 - Monthly		6.38	6.38
950516181	600	PLAZA	0.00	1.918		07/01/2019	1.892	1.918	05/31 - Monthly		0.00	0.00
	Savings Accounts Totals		**6.38**				**0.493**	**0.500**		**0.00**	**6.38**	**6.38**
Negotiable CDs												
05580ASV7	40	BMW	247,000.00	1.850	10/11/2023	10/11/2019	1.826	1.851	04/11 - 10/11		247,000.00	247,000.00
29278TLF5	34	ENERBA	249,000.00	1.800	09/13/2023	10/09/2019	1.776	1.801	10/13 - Monthly	Received	249,000.00	249,000.00
44329ME33	53	HSBC	248,000.00	1.300	05/07/2025	05/07/2020	1.282	1.300	11/07 - 05/07		248,000.00	248,000.00
59013KDM5	47	MERR	249,000.00	1.900	10/18/2024	10/18/2019	1.876	1.902	11/18 - Monthly		249,000.00	249,000.00
61760AX53	31	MORGAN	247,000.00	1.900	09/05/2024	10/09/2019	1.876	1.902	03/05 - 09/05	437.16	247,000.00	247,000.00
749622AP1	43	RIA	249,000.00	1.800	10/11/2023	10/11/2019	1.777	1.801	11/11 - Monthly		249,000.00	249,000.00
7954504D4	33	SALLIE	247,000.00	1.900	09/18/2024	10/09/2019	1.876	1.902	03/18 - 09/18	270.01	247,000.00	247,000.00
	Negotiable CDs Totals		**1,736,000.00**				**1.755**	**1.780**		**707.17**	**1,736,000.00**	**1,736,000.00**
	Investment Totals		**41,387,111.57**				**1.311**	**1.330**		**707.17**	**41,387,111.57**	**41,387,111.57**

CITY OF MONTEBELLO
Portfolio Management
Investment Status Report - Cash
December 31, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
100	100	BOFW	30,240,490.11			08/31/2019	0.000	0.000	07/31 - Monthly		30,240,490.11	30,240,490.11
		Cash Totals	**30,240,490.11**							**0.00**	**30,240,490.11**	**30,240,490.11**
		Total Cash and Investments	**71,627,601.68**				**1.311**	**1.330**		**707.17**	**71,627,601.68**	**71,627,601.68**

CITY OF MONTEBELLO
Portfolio Management
Portfolio Details - Pending Redemptions
December 31, 2022

Security #	Investment #	Issuer	Purchase Settlement Date	Mat/Sale Settlement Date	Par Value
Certificates of Deposit - CU					
52A	52A	F&A FEDERAL CREDIT UNION	04/27/2021	04/27/2022	280,566.49
51	51	ST. VINCENT'S MEDICAL FCU	04/02/2020	04/02/2021	249,000.00
				Subtotal	**529,566.49**
Negotiable CDs					
58404DFM8	36	MEDALLION BANK	10/10/2019	10/12/2021	249,000.00
				Subtotal	**249,000.00**
				Total Pending Redemptions	**778,566.49**

CITY OF MONTEBELLO
Portfolio Management
Activity By Type
December 1, 2022 through December 31, 2022

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	**39,651,105.19**					**39,651,105.19**
Savings Accounts (Monthly Summary)								
		Subtotal	**6.38**					**6.38**
Checking Accounts (Monthly Summary)								
100	100	BANK OF THE WEST				12,846,828.90	0.00	
		Subtotal	**17,393,661.21**			**12,846,828.90**	**0.00**	**30,240,490.11**
Negotiable CDs								
		Subtotal	**1,736,000.00**					**1,736,000.00**
		Total	**58,780,772.78**			**12,846,828.90**	**0.00**	**71,627,601.68**

CITY OF MONTEBELLO
Portfolio Management
Activity Summary
December 2021 through December 2022

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
December	**2021**	18	50,116,776.29	1.323	1.341	1.310	0	0	92	39
January	**2022**	18	61,142,328.69	1.317	1.336	1.310	0	0	75	30
February	**2022**	18	61,142,328.69	1.317	1.336	1.310	0	0	75	29
March	**2022**	18	61,142,328.69	1.317	1.336	1.310	0	0	75	27
April	**2022**	18	63,157,703.08	1.313	1.331	1.310	0	1	68	25
May	**2022**	17	57,307,703.08	1.315	1.333	1.310	0	0	74	25
June	**2022**	16	68,307,703.08	1.311	1.330	1.310	0	0	63	20
July	**2022**	16	68,418,639.33	1.311	1.330	1.310	0	0	63	19
August	**2022**	16	62,918,639.73	1.313	1.331	1.310	0	0	68	19
September	**2022**	16	53,177,639.73	1.313	1.331	1.310	0	3	65	21
October	**2022**	16	45,387,111.57	1.310	1.328	1.310	0	2	64	23
November	**2022**	11	41,387,111.57	1.311	1.330	1.310	0	0	71	24
December	**2022**	11	41,387,111.57	1.311	1.330	1.310	0	0	71	22
	Average	**16**	**56,537,932.70**	**1.314%**	**1.333%**	**1.310**	**0**	**0**	**71**	**25**

CITY OF MONTEBELLO
Portfolio Management
Distribution of Investments By Type
December 2021 through December 2022

Security Type	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU	0.6	0.5	0.5	0.5										0.2%
Local Agency Investment Funds	93.0	94.3	94.3	94.3	95.3	94.8	95.7	95.7	95.3	95.8	96.2	95.8	95.8	95.1%
Money Market Funds														
Commercial Paper Disc. -At Cost														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Miscellaneous Discounts -At Cost														
Savings Accounts														
Checking Accounts														
Negotiable CDs	6.4	5.3	5.3	5.3	4.7	5.2	4.4	4.4	4.7	4.2	3.8	4.2	4.2	4.8%

CITY OF MONTEBELLO
Portfolio Management
Interest Earnings Summary
December 31, 2022

	December 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	2,788.38	26,940.16
Plus Accrued Interest at End of Period	5,455.23	4,327.58
Less Accrued Interest at Beginning of Period	(5,626.55)	(10,254.48)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	2,617.06	21,013.26
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	2,617.06	21,013.26
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	316,408.49
Plus Accrued Interest at End of Period	-53,385.81	-53,385.81
Less Accrued Interest at Beginning of Period	(-97,501.74)	(-85,229.51)
Interest Earned during Period	44,115.93	348,252.19
Total Interest Earned during Period	**46,732.99**	**369,265.45**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**46,732.99**	**369,265.45**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Summary
December 31, 2022

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	14,086,255.17	14,086,255.17	14,086,255.17	100.00	1	1	0.334	0.339
Investments	**14,086,255.17**	**14,086,255.17**	**14,086,255.17**	**100.00%**	**1**	**1**	**0.334**	**0.339**
Cash								
Passbook/Checking (not included in yield calculations)	1,216,570.09	1,216,570.09	1,216,570.09		1	1	0.000	0.000
Total Cash and Investments	**15,302,825.26**	**15,302,825.26**	**15,302,825.26**		**1**	**1**	**0.334**	**0.339**

Total Earnings	December 31 Month Ending	Fiscal Year To Date
Current Year	4,055.69	24,022.01
Average Daily Balance	**15,302,026.87**	**16,475,086.93**
Effective Rate of Return	**0.31%**	**0.29%**

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SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
SYS100	100	STATE OF CALIFORNIA		07/01/2019	14,086,255.17	14,086,255.17	14,086,255.17	0.339		0.339	1	
		Subtotal and Average	**14,086,255.17**		**14,086,255.17**	**14,086,255.17**	**14,086,255.17**			**0.339**	**1**	
		Total and Average	**15,302,026.87**		**14,086,255.17**	**14,086,255.17**	**14,086,255.17**			**0.339**	**1**	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details - Cash
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Checking Accounts											
200	200	BANK OF THE WEST		08/31/2019	1,216,570.09	1,216,570.09	1,216,570.09			0.000	1
		Average Balance	**0.00**								**1**
		Total Cash and Investments	**15,302,026.87**		**15,302,825.26**	**15,302,825.26**	**15,302,825.26**			**0.339**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Local Agency Investment Funds													
SYS100	100	LAIF		07/01/2019	14,086,255.17	14,086,255.17	14,086,255.17	0.339	1	0.339	-3,518.16	0.00	
		Subtotal and Average	**14,086,255.17**		**14,086,255.17**	**14,086,255.17**	**14,086,255.17**	0.339	1	0.339	-3,518.16	0.00	
		Total and Average	**15,302,026.87**		**14,086,255.17**	**14,086,255.17**	**14,086,255.17**	0.339	1	0.339	-3,518.16	0.00	

SUCCESSOR AGENCIES MTB
Portfolio Management
Portfolio Details with Earnings - Cash
December 31, 2022

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Checking Accounts												
200	200	BOFW		08/31/2019	1,216,570.09	1,216,570.09	1,216,570.09	0.000	1	0.000	0.00	0.00
	Average Balance		**0.00**									
	Total Cash and Investments		**15,302,026.87**		**15,302,825.26**	**15,302,825.26**	**15,302,825.26**	0.312	1	0.312	-3,518.16	0.00

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Investments
December 31, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Local Agency Investment Funds												
SYS100	100	LAIF	14,086,255.17	0.339		07/01/2019	0.334	0.339	07/15 - Quarterly		14,086,255.17	14,086,255.17
Local Agency Investment Funds Totals			**14,086,255.17**				**0.334**	**0.339**		**0.00**	**14,086,255.17**	**14,086,255.17**
Investment Totals			**14,086,255.17**				**0.334**	**0.339**		**0.00**	**14,086,255.17**	**14,086,255.17**

SUCCESSOR AGENCIES MTB
Portfolio Management
Investment Status Report - Cash
December 31, 2022

CUSIP	Investment #	Issuer	Par Value	Stated Rate	Maturity Date	Purchase Date	YTM 360	YTM 365	Payment Dates	Accrued Interest At Purchase	Current Principal	Book Value
Checking Accounts												
200	200	BOFW	1,216,570.09			08/31/2019	0.000	0.000	09/30 - Monthly		1,216,570.09	1,216,570.09
		Cash Totals	**1,216,570.09**							**0.00**	**1,216,570.09**	**1,216,570.09**
		Total Cash and Investments	**15,302,825.26**				**0.334**	**0.339**		**0.00**	**15,302,825.26**	**15,302,825.26**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity By Type
December 1, 2022 through December 31, 2022

CUSIP	Investment #	Issuer	Beginning Balance	Stated Rate	Transaction Date	Purchases or Deposits	Redemptions or Withdrawals	Ending Balance
Local Agency Investment Funds (Monthly Summary)								
		Subtotal	**14,086,255.17**					**14,086,255.17**
Checking Accounts (Monthly Summary)								
200	200	BANK OF THE WEST				825.00	0.00	
		Subtotal	**1,215,745.09**			**825.00**	**0.00**	**1,216,570.09**
		Total	**15,302,000.26**			**825.00**	**0.00**	**15,302,825.26**

SUCCESSOR AGENCIES MTB
Portfolio Management
Activity Summary
December 2021 through December 2022

Month End	Year	Number of Securities	Total Invested	Yield to Maturity 360 Equivalent	Yield to Maturity 365 Equivalent	Managed Pool Rate	Number of Investments Purchased	Number of Investments Redeemed	Average Term	Average Days to Maturity
December	**2021**	2	8,996,214.26	0.334	0.339	0.339	0	0	1	1
January	**2022**	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
February	**2022**	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
March	**2022**	2	14,001,394.63	0.334	0.339	0.339	0	0	1	1
April	**2022**	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
May	**2022**	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
June	**2022**	2	14,012,253.29	0.334	0.339	0.339	0	0	1	1
July	**2022**	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
August	**2022**	2	14,038,487.21	0.334	0.339	0.339	0	0	1	1
September	**2022**	2	14,038,487.36	0.334	0.339	0.339	0	0	1	1
October	**2022**	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
November	**2022**	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
December	**2022**	2	14,086,255.17	0.334	0.339	0.339	0	0	1	1
	Average	**2**	**13,647,029.64**	**0.334%**	**0.339%**	**0.339**	**0**	**0**	**1**	**1**

SUCCESSOR AGENCIES MTB
Portfolio Management
Distribution of Investments By Type
December 2021 through December 2022

Security Type	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022	Average by Period
Certificates of Deposit - Bank														
Certificates of Deposit - CU														
Local Agency Investment Funds	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0%
Money Market Funds														
Federal Agency Issues Disc.-At Cost														
Treasury Discounts -At Cost														
Savings Accounts														
Checking Accounts														

SUCCESSOR AGENCIES MTB
Portfolio Management
Interest Earnings Summary
December 31, 2022

	December 31Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	26,234.07
Plus Accrued Interest at End of Period	-3,518.16	-3,518.16
Less Accrued Interest at Beginning of Period	(-7,573.85)	(-1,306.10)
Interest Earned during Period	4,055.69	24,022.01
Total Interest Earned during Period	**4,055.69**	**24,022.01**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**4,055.69**	**24,022.01**

RESOLUTION NO. 23-05
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING AND ALLOWING CERTAIN CLAIMS AND DEMANDS

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

SECTION 1. That the reference is hereby made to that certain Register of Audited Demand No.1544, consisting of 7 pages, and including:

Warrant No.

General: Checks No. 598690 through 598817
ACH No. 3450 through 3508

Successor Agency: ACH No. 11 through 11

On file in the office of the City Clerk, the same having been audited and approved by the Assistant Director of Finance as required by law.

SECTION 2. That the said City Council having examined each such demand does hereby approve and direct the payment of same, as set forth in said Register, except the following Warrant No.

_____

_____

_____

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 25th day of January 2023.

_____
David N. Torres, Mayor

ATTEST: **APPROVED AS TO FORM:**

_____ _____
Christopher Jimenez, City Clerk Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No.23-05 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 25th day of January 2023 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

- Exhibit A – Warrant Register

City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
General Account					
3450	01/05/2023	$6,155.27	TRAINING	3163	BANK OF AMERICA
3451	01/05/2023	$6,652.43	TRAVEL & MEETINGS	3163	BANK OF AMERICA
3452	01/05/2023	$4,910.16	SUPPLIES	3163	BANK OF AMERICA
3453	01/05/2023	$4,830.34	SUPPLIES	3163	BANK OF AMERICA
3454	01/05/2023	$318.89	SUPPLIES	3163	BANK OF AMERICA
3455	01/05/2023	$10.00	SUPPLIES	3163	BANK OF AMERICA
3456	01/05/2023	$466.16	SUPPLIES	3163	BANK OF AMERICA
3457	01/05/2023	$200.14	SUPPLIES	3163	BANK OF AMERICA
3458	01/05/2023	$457.66	SUPPLIES	3163	BANK OF AMERICA
3459	01/05/2023	$1,129.60	UNIFORM EXPENSE	3163	BANK OF AMERICA
3460	01/05/2023	$475.10	SUPPLIES	3163	BANK OF AMERICA
3461	01/05/2023	$3,000.00	ADVERTISING/PRINTING SERVICES	1293	923 MEDIA GROUP INC
3462	01/05/2023	$2,431.38	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3463	01/05/2023	$1,949.37	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3464	01/05/2023	$1,226.48	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
3465	01/05/2023	$551.23	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
3466	01/05/2023	$500.00	MACHINERY & EQUIPMENTS	72	COGRAN SYSTEMS LLC
3467	01/05/2023	$426.00	SUPPLIES	3091	DOUBLE DIAMOND INVESTMENT GROUP INC
3468	01/05/2023	$2,060.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
3469	01/05/2023	$370.99	EDUCATION REIMBURSEMENT	2704	JACQUELINE LEON
3470	01/05/2023	$7,280.16	SUPPLIES	26670	LIFE-ASSIST INC
3471	01/05/2023	$1,136.00	CONTRACT SERVICES	3028	ONWARD ENGINEERING
3472	01/05/2023	$377.00	CONTRACT SERVICES	3285	DIANA E RAMIREZ
3473	01/05/2023	$40,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
3474	01/05/2023	$1,251.50	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
3475	01/12/2023	$220,727.91	VEHICLE PURCHASES	1700	72 HOUR LLC
3476	01/12/2023	$80,438.23	CONTRACT SERVICES	3411	AIM CONSULTING SERVICES

City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3477	01/12/2023	$95,815.57	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
3478	01/12/2023	$219.16	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
3479	01/12/2023	$4,856.16	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
3480	01/12/2023	$550.00	CONTRACT SERVICES	2365	LETICIA TORRES
3481	01/12/2023	$195.00	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
3482	01/12/2023	$44,793.21	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
3483	01/12/2023	$475.70	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
3484	01/12/2023	$24,720.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
3485	01/12/2023	$6,333.10	LEASE PAYMENT	74920	EXECUTIVE CAR LEASING COMPANY
3486	01/12/2023	$34.00	CONTRACT SERVICES	23660	DAIOHS USA
3487	01/12/2023	$54.49	VEHICLE MAINTENANCE/EXPENSES	22560	H & H AUTO PARTS WHOLESALE
3488	01/12/2023	$2,010.43	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
3489	01/12/2023	$3,000.00	SUPPLIES	1349	HEART OF COMPASSION
3490	01/12/2023	$4,149.81	SUPPLIES	43860	MYERS & SONS HI-WAY SAFETY INC
3491	01/12/2023	$1,433.24	MACHINERY & EQUIPMENTS	2793	IBE DIGITAL
3492	01/12/2023	$10,933.78	CONTRACT SERVICES	3490	INTER-CON SECUIRTY SYSTEMS INC
3493	01/12/2023	$8,951.77	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
3494	01/12/2023	$2,222.25	SUPPLIES	26670	LIFE-ASSIST INC
3495	01/12/2023	$1,340,688.00	CONTRACT SERVICES	3905	LOS ANGELES ENGINEERING, INC.
3496	01/12/2023	$10,843.84	CONTRACT SERVICES	3301	MATER MONTEBELLO LTD PARTNERSHIP
3497	01/12/2023	$13,770.00	CONTRACT SERVICES	19040	MUNICIPAL CONTRACT ADMINISTRATORS INC
3498	01/12/2023	$41,617.80	CONTRACT SERVICES	42180	PCAM LLC
3499	01/12/2023	$6,658.14	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
3500	01/12/2023	$3,314.00	CONTRACT SERVICES	3147	PMC PLUMBING INC
3501	01/12/2023	$237.98	SUPPLIES	1120	BLUETRITON BRANDS INC
3502	01/12/2023	$80,770.57	CONTRACT SERVICES	3439	SPORTFIVE GOLF LLC
3503	01/12/2023	$235.09	SUPPLIES	31270	STARBOARD TACK SUPPLY INC
3504	01/12/2023	$2,481.04	UNIFORM EXPENSE	14350	SUN BADGE COMPANY
3505	01/12/2023	$30,000.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE

City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
3506	01/12/2023	$196.43	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
3507	01/12/2023	$67.90	CONTRACT SERVICES	3140	WEX HEALTH INC
3508	01/12/2023	$520.38	VEHICLE MAINTENANCE/EXPENSES	1657	OSCAR ZAVALAS
	ACH TOTALS	$2,131,480.84			
598690	01/05/2023	$1,933.72	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
598691	01/05/2023	$382.05	UTILITY SERVICES	2257	AIRESPRING INC
598692	01/05/2023	$8,489.25	MACHINERY & EQUIPMENTS	3812	APPLIED CONCEPTS, INC.
598693	01/05/2023	$548.85	UTILITY SERVICES	38380	AT&T
598694	01/05/2023	$588.87	UTILITY SERVICES	39550	AT&T
598695	01/05/2023	$932.46	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598696	01/05/2023	$250.00	GENERAL GOVERNMENT	3940	MARIO J CARABEZ
598697	01/05/2023	$136.49	SUPPLIES	1133	CDW GOVERNMENT
598698	01/05/2023	$276,670.07	CONTRACT SERVICES	2530	CJ CONCRETE CONSTRUCTION INC
598699	01/05/2023	$1,795.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
598700	01/05/2023	$3,798.46	MACHINERY & EQUIPMENTS	26110	COMPRESSED AIR SPECIALTIES INC
598701	01/05/2023	$10,165.00	CONTRACT SERVICES	3210	CT&T CONCRETE PAVING INC
598702	01/05/2023	$525.00	CONTRACT SERVICES	2759	D F POLYGRAPH
598703	01/05/2023	$3,000.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
598704	01/05/2023	$150.00	GENERAL GOVERNMENT	720	EL RANCHO VISTA HEALTHCARE
598705	01/05/2023	$250.00	GENERAL GOVERNMENT	3938	YOLANDA FIGUEROA
598706	01/05/2023	$1,884.75	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598707	01/05/2023	$250.00	GENERAL GOVERNMENT	3935	SABRINA FRIAS
598708	01/05/2023	$250.00	GENERAL GOVERNMENT	1917	DANIEL L GARCIA
598709	01/05/2023	$2,342.79	ADVERTISING/PRINTING SERVICES	12	GEIGER BROS
598710	01/05/2023	$3,450.00	CONTRACT SERVICES	3558	GLICKSMAN CONSULTING LLC
598711	01/05/2023	$6,870.25	CDBG - HOUSING RIGHTS CENTER	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
598712	01/05/2023	$250.00	GENERAL GOVERNMENT	3742	BRENDA INDA
598713	01/05/2023	$649.42	CONTRACT SERVICES	1357	IRON MOUNTAIN INC

City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598714	01/05/2023	$1,340.33	CONTRACT SERVICES	3921	JOHN JOSEPH MELLON
598715	01/05/2023	$32,802.00	CONTRACT SERVICES	3044	KAIZER RANGWALA
598716	01/05/2023	$642.00	GENERAL GOVERNMENT	3936	FERNANDO LOPEZ
598717	01/05/2023	$363.68	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
598718	01/05/2023	$24,899.00	DUE TO LA COUNTY	692	LOS ANGELES COUNTY SUPERIOR COURT
598719	01/05/2023	$44,013.56	IMPROVEMENTS OTHER THAN BUILDING	3489	MARK THOMAS & COMPANY INC
598720	01/05/2023	$250.00	GENERAL GOVERNMENT	2775	MONTEBELLO HOUSING DEVELOPMENT CORP
598721	01/05/2023	$12,211.88	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
598722	01/05/2023	$122.08	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598723	01/05/2023	$10,000.00	PROMOTIONS	97	YOUNG MENS CHRISTIAN ASSOC OF LOS ANGELES
598724	01/05/2023	$877.27	SUPPLIES	15620	OFFICE DEPOT INC
598725	01/05/2023	$46.56	UTILITY SERVICES	100	PICO WATER DISTRICT
598726	01/05/2023	$88.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598727	01/05/2023	$385.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
598728	01/05/2023	$49,572.75	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
598729	01/05/2023	$135,543.84	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598730	01/05/2023	$12,316.68	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
598731	01/05/2023	$652.00	CONTRACT SERVICES	13330	STATE WATER RESOURCES CONTROL BOARD ACCOUNTING OFFICE
598732	01/05/2023	$1,282.62	CONTRACT SERVICES	3397	STERICYCLE INC
598733	01/05/2023	$158.59	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
598734	01/05/2023	$7,823.60	UTILITY SERVICES	526	T-MOBILE USA INC
598735	01/05/2023	$1,250.00	CONTRACT SERVICES	71210	STAR-DUST TOURS INC
598736	01/05/2023	$6,858.15	MACHINERY & EQUIPMENTS	3615	TRANSPORTATION MANAGEMENT & DESIGN INC
598737	01/05/2023	$27,009.66	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
598738	01/05/2023	$653.44	SUPPLIES	131	UNITED SITE SERVICES INC
598739	01/05/2023	$20,416.13	CONTRACT SERVICES	3406	UNIVERSAL PROTECTION SERVICE LP
598740	01/05/2023	$1,384.02	UTILITY SERVICES	23610	VERIZON WIRELESS
598741	01/05/2023	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
598742	01/05/2023	$7,969.39	CONTRACT SERVICES	3731	YUNEX LLC

City of Montebello
Register of Demands No. 1544
From Payment Date 12/30/22 - To Payment Date 01/12/23

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598743	01/09/2023	$1,000.00	MISCELLANEOUS EXPENSE	3122	ADRIANNA KENDRICKS
598744	01/12/2023	$11,071.51	VEHICLE MAINTENANCE/EXPENSES	3333	A & A FLEET PAINTING INC
598745	01/12/2023	$59.03	UTILITY SERVICES	1732	AT&T CORP
598746	01/12/2023	$642.05	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
598747	01/12/2023	$1,500.00	CONTRACT SERVICES	17010	ARROYO BACKGROUND INVESTIGATIONS LLC
598748	01/12/2023	$0.00	VOID	39550	AT&T
598749	01/12/2023	$1,807.88	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
598750	01/12/2023	$395.00	VEHICLE MAINTENANCE/EXPENSES	278	ATLAS RADIATOR INC
598751	01/12/2023	$212.75	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
598752	01/12/2023	$200.00	DUES & SUBSCRIPTIONS	11000	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS
598753	01/12/2023	$6,373.38	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
598754	01/12/2023	$1,022.58	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598755	01/12/2023	$5,488.57	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
598756	01/12/2023	$617.60	CONTRACT SERVICES	36870	CINTAS CORPORATION NO 3
598757	01/12/2023	$18,185.03	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
598758	01/12/2023	$380.00	CONTRACT SERVICES	3945	COMMERCIAL GATE CO. INC.
598759	01/12/2023	$991.65	VEHICLE MAINTENANCE/EXPENSES	950	CUMMINS INC
598760	01/12/2023	$3,043.92	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
598761	01/12/2023	$13,851.45	MACHINERY & EQUIPMENTS	13360	DELL MARKETING LP
598762	01/12/2023	$1,555.00	CONTRACT SERVICES	2019	DEWEY SERVICES INC
598763	01/12/2023	$368.37	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
598764	01/12/2023	$35.58	SUPPLIES	22400	FEDERAL EXPRESS CORPORATION
598765	01/12/2023	$637.62	SUPPLIES	3015	FIRST AID 2000
598766	01/12/2023	$959.18	VEHICLE MAINTENANCE/EXPENSES	38020	FLEET PRIDE INC
598767	01/12/2023	$172.57	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
598768	01/12/2023	$302.26	VEHICLE MAINTENANCE/EXPENSES	33720	GILLIG LLC
598769	01/12/2023	$273.83	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
598770	01/12/2023	$523.85	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
598771	01/12/2023	$450.60	VEHICLE MAINTENANCE/EXPENSES	15440	HOSE-MAN INC

City of Montebello
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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598772	01/12/2023	$76.13	CONTRACT SERVICES	3888	IMMEDIATE MEDICAL GROUP OF LAKEWOOD INC
598773	01/12/2023	$1,689.00	CONTRACT SERVICES	3235	ION SECURITY SYSTEMS
598774	01/12/2023	$6,457.25	CONTRACT SERVICES	3302	JACOB GREEN & ASSOCIATES INC
598775	01/12/2023	$3,469.89	MACHINERY & EQUIPMENTS	3733	KEY CODE MEDIA, INC.
598776	01/12/2023	$13,363.81	CONTRACT SERVICES	39380	LAWRENCE ROLL-UP DOORS INC
598777	01/12/2023	$250.00	GENERAL GOVERNMENT	3947	JANET LOPEZ
598778	01/12/2023	$866.05	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
598779	01/12/2023	$500.00	SUPPLIES	739	MEXICAN AMERICAN OPPORTUNITY FOUNDATION
598780	01/12/2023	$250.00	CONTRACT SERVICES	1665	MONTEBELLO SPEAKER REPAIR CENTER INC
598781	01/12/2023	$1,356.21	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
598782	01/12/2023	$70.00	PARKS AND RECREATION	3899	ALFREDO MONTENEGRO
598783	01/12/2023	$2,188.47	SUPPLIES	12180	MS FLOWERS
598784	01/12/2023	$312.03	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
598785	01/12/2023	$1,325.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
598786	01/12/2023	$625.00	CONTRACT SERVICES	23340	ORANGE COUNTY TANK TESTING INC
598787	01/12/2023	$1,237.50	CONTRACT SERVICES	3896	ROBERT J ORTIZ
598788	01/12/2023	$250.00	GENERAL GOVERNMENT	3939	NORDOS PARKER
598789	01/12/2023	$250.00	GENERAL GOVERNMENT	3948	GUSTAVO PEREZ DIAZ
598790	01/12/2023	$347.50	CONTRACT SERVICES	3891	PLASTICARDS INC.
598791	01/12/2023	$1,823.42	UNIFORM EXPENSE	161	PREMIERE CUSTOM SILKSCREENING
598792	01/12/2023	$8,050.00	CONTRACT SERVICES	2184	PRO FORMA ADVISORS LLC
598793	01/12/2023	$6,737.95	CONTRACT SERVICES	3279	PROCURE AMERICA INC
598794	01/12/2023	$88.12	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
598795	01/12/2023	$1,045.00	CONTRACT SERVICES	42750	PSYCHOLOGICAL CONSULTING ASSOCIATES INC
598796	01/12/2023	$2,687.27	SUPPLIES	3925	RANCHO FOODS INC
598797	01/12/2023	$120.00	PARKS AND RECREATION	3949	FELICIA RUIZ
598798	01/12/2023	$332.45	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
598799	01/12/2023	$2,340.00	SUPPLIES	3435	SAN DIMAS GRAIN
598800	01/12/2023	$1,798.00	DUES & SUBSCRIPTIONS	935	SESAC INC

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
598801	01/12/2023	$4,835.52	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
598802	01/12/2023	$7,586.00	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
598803	01/12/2023	$51,094.52	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
598804	01/12/2023	$176.89	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
598805	01/12/2023	$7,396.07	CONTRACT SERVICES	2893	SUNBELT RENTALS INC
598806	01/12/2023	$2,413.61	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
598807	01/12/2023	$192.61	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
598808	01/12/2023	$89.23	SUPPLIES	3725	KAILI TORRES
598809	01/12/2023	$2,499.82	UTILITY SERVICES	72570	US TELEPACIFIC CORP
598810	01/12/2023	$100.00	PARKS AND RECREATION	3937	LESLIE TURCIOS
598811	01/12/2023	$3,514.47	CONTRACT SERVICES	20070	UC REGENTS
598812	01/12/2023	$6,633.27	UTILITY SERVICES	23610	VERIZON WIRELESS
598813	01/12/2023	$158.10	VEHICLE MAINTENANCE/EXPENSES	53450	R & O MCINTYRE INC
598814	01/12/2023	$4,944.45	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
598815	01/12/2023	$10,868.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
598816	01/12/2023	$2,441.44	UTILITY SERVICES	39550	AT&T
598817	01/12/2023	$4.77	UTILITY SERVICES	39550	AT&T
	CHECK TOTAL	**$964,611.86**			

Successor Agency (SA)

11	01/12/2023	$195.30	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
	SA TOTAL	**$195.30**			
	GRAND TOTAL	**$3,096,288.00**			