AMENDED AGENDA

CITY OF MONTEBELLO CITY COUNCIL/SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA

WEDNESDAY, JULY 28, 2021 AT 5:30 P.M.

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

CITY COUNCIL/SUCCESSOR AGENCY

Kimberly A. Cobos-Cawthorne, Mayor/Chairperson
David N. Torres, Mayor Pro Tem/Vice Chair
Salvador Melendez, Councilmember/Board Member
Angie M. Jimenez, Councilmember/Board Member
Scarlet Peralta, Councilmember/Board Member

CITY/AGENCY MANAGER
René Bobadilla, City Manager/ Executive Director

CITY TREASURER
Rafael Gutierrez

CITY/AGENCY ATTORNEY
Arnold M. Alvarez-Glasman

CITY CLERK
Christopher Jimenez

DEPARTMENT HEADS

Assistant City Manager	**Arlene Salazar**
Fire Chief	**Fernando Pelaez**
Police Chief	**Brad Keller**
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	**Young-Gi Kim Harabedian**

NOTICES

COVID-19 NOTICE: Pursuant to the Executive Order N-29-20 and No. N-35-20 from the Executive Department of the State of California and the County of Los Angeles Department of Public Health Safer at Home Order, Council Members may attend City Council meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public seeking to observe and address the City Council. To ensure the health and safety of the public during the local, state, and federally declared COVID-19 Emergency, City Hall Council Chambers will not be open for this meeting, and all public participation must occur telephonically. Consistent with the Executive Order, the City Council meeting will continue to be live streamed and can be watched on the City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Live Stream" tab, and may also be viewed on Channel 3.

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) 887-1363 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 24 hours before this meeting.

STATEMENT OF PUBLIC COMMENTS AND PARTICIPATION: Members of the public may address the City Council on any items listed on the Agenda. Anyone wishing to address the City Council on an item not listed on the Agenda (Non-Agenda Items) may do so during the "Public Comments" period. State Law prohibits the City Council from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak shall not exceed three (3) minutes per person. "Public Comments" may be limited to 30-minutes, those not accommodated during that time may have an opportunity to speak under "Oral Communications – Continued" after all scheduled matters have been considered. Please show courtesy to others and direct all of your comments to the Mayor.

For those interested in making public comments, you may call up until the day of the meeting, **Wednesday, July 28, 2021 between 7:30 a.m. – 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has also created an email address, ccpubliccomment@cityofmontebello.com, where the public can submit public comments up until the day of the meeting, **Wednesday, July 28, 2021 between 7:30 a.m. – 3:30 p.m.** These comments will be read out loud and submitted for the record. Any requests to provide public comment which is submitted after the deadlines indicated above will not be addressed at the council meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

AGENDA MATERIALS: The agenda and agenda packet related to items on this agenda are available for public inspection at City's website at: www.cityofmontebello.com under the "City Council AGENDAS" tab and clicking the "Council Agenda" tab. Copies of the agenda cover sheets will be available for pickup at the front and west entrance of City Hall, as well as the north side of the building on Masser Place. Please note that only 10 copies will be distributed between the three locations and will be available for pick up on a first-come, first-served basis. The agenda cover sheets may also be emailed upon request.

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 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 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 – 5:30 P.M.

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

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**
   Government Code Section 54956.9(d)(1)
   One matter related to California SWRCB compliance

2. **CONFERENCE WITH LABOR NEGOTIATORS**
   Government Code Section 54957.6
   Agency Negotiators: Rene Bobadilla, Nicholas Razo
   Employee Groups: Various City employee groups including but not limited to MPMA, MFMA, MMMA, MSA, MPOA, MCEA, MFA and unrepresented employees.

3. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Government Code Section 54957
   Consultation with City Manager, Police Chief, City Attorney and other related City officials.

4. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(d)(1)
   Application of San Gabriel Valley Water Company (U337W) for an Order Authorizing the Purchase of the City of Montebello's Water System Assets and related Approvals. PUC Application 20-10-004

5. **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
   Government Code Section 54956.9(D)(1)
   NASA Services, Inc. v City of Montebello; Case No. 21STCP01969

REGULAR SESSION – 6:30 P.M.

INVOCATION

FLAG SALUTE

CORRECTIONS TO THE AGENDA – CITY MANAGER

PRESENTATIONS

6. RECOGNITION OF JRAVEN BOOTH AYALA – ACCEPTANCE INTO THE UNITED STATES ARMY

7. RECOGNITION OF JUVENILE ARTHRITIS AWARENESS MONTH – ZACHARY BOOTH AYALA

8. PARKS AND RECREATION MONTH

9. CALFORNIA VOTER RIGHTS ACT UPDATE

PUBLIC COMMENTS ON NON-AGENDA ITEMS (30 MINUTES)

At this time, the general public may address the City Council on non-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 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

10. PUBLIC HEARING TO APPROVE BILL WALTERS NAMING OF A FACILITY

NOTE: This Public Hearing will be continued to the City Council Meeting of August 11, 2021 or at a date thereafter as determined by the City Council.

11. PUBLIC HEARING TO APPROVE RESOLUTION NO. 21-65 TO ADOPT THE PARKS MASTER PLAN AND FACILITIES NEEDS ASSESSMENT

RECOMMENDATION: It is recommended that the City Council:

1) Approve proposed Resolution No. 21-65 to adopt the Parks Master Plan and Facilities Needs Assessment; and
2) Take such additional, related, action that may be desirable.

12. **PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 21-56 CONFIRMING THE FY 2021–2022 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE LANDSCAPE ASSESSMENT DISTRICT NO. 2005-1 AND LEVYING SUCH ASSESSMENTS**

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 21-56 (Attachment A) confirming the FY 2021-2022 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and
2) Authorize the Levying of the FY 2021-2022 Assessments; and
3) Take such additional, related action that may be desirable.

13. **PUBLIC HEARING TO CONSIDER ADOPTION OF RESOLUTION NO. 21-57 CONFIRMING THE FY 2021–2022 ENGINEER'S REPORT FOR THE ANNUAL NATASHA LANE SEWER AND STORM WATER PUMP STATION ASSESSMENT DISTRICT NO. 2005-2 AND LEVYING SUCH ASSESSMENTS**

RECOMMENDATION: It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 21-57 (Attachment A) confirming the FY 2021-2022 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and
2) Authorize the Levying of the FY 2021-2022 Assessments; and
3) Take such additional, related action that may be desirable.

OLD BUSINESS

14. **APPROVE A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION, A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION, A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO MID-MANAGEMENT ASSOCIATION, A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO SUPERVISORS' ASSOCIATION, A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO POLICE OFFICERS' ASSOCIATION, A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO CITY EMPLOYEES' ASSOCIATION, AND A RESOLUTION ADOPTING A COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE MONTEBELLO FIREFIGHTERS' ASSOCIATION**

RECOMMENDATION: It is recommended that the City Council:

1) Approve Resolution No. 21-29 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Police Management Association; and
2) Approve Resolution No. 21-30 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Fire Management Association; and
3) Approve Resolution No. 21-31 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Mid-Management Association; and
4) Approve Resolution No. 21-32 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Supervisors' Association; and
5) Approve Resolution No. 21-33 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Police Officers' Association.
6) Approve Resolution No. 21-67 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello City Employees' Association.
7) Approve Resolution No. 21-68 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Firefighters' Association.

REGULAR BUSINESS

15. APPROVE EXECUTION OF A CITY SERVICES REQUEST WITH THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS FOR ANNUAL SEWER MAINTENANCE SERVICES (FISCAL YEAR 2021-22) PROVIDED BY THE LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to execute a City Service Request with the Los Angeles County Department of Public Works' Consolidated Sewer Maintenance District (CSMD) in an amount not-to-exceed $600,000 for annual sewer system maintenance services for Fiscal Year 2021-22; and,
2) Amend, the Fiscal Year 2021-22 budget by increasing appropriations by $600,000 in Account No. 100-30-340-6040.10, General Fund, Public Works, Sewer Operations, Other Contract Services; and,
3) Take such additional, related, action that may be desirable.

16. CONSIDER ADOPTING ORDINANCE NO. 2440 A/B SETTING CAMPAIGN CONTRIBUTION LIMITS TO CANDIDATES FOR ELECTIVE CITY OFFICE IN COMPLIANCE WITH AB 571

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Ordinance No. 2440 B establishing a "no limit" campaign contribution limit for candidates for elective City office; or
2) Adopt ordinance No. 2440 A establishing a maximum campaign contribution limit of $5,000 or other amount per year for candidates for elective City office; or

3) Take no action and allow the State default campaign contribution limits to apply to elections for elective City office.

17. REVIEW OF PROPOSED ORDINANCE AMENDING AND RESTATING THE RULES OF ORDER AND PROCEDURE FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, AND BUSINESS

RECOMMENDATION: It is recommended that the City Council:

1) Review and discuss rescinding Resolution Nos. 89-70, 06-22, 11-89, and 19-124 and adopting the proposed Ordinance amending the Rules of Order and Procedure for the Conduct of City Council Meetings at the next regularly scheduled City Council meeting; and
2) Take such additional, related, action that may be desirable.

18. CONSIDERATION OF APPOINTMENT FOR TWO (2) VACANT SEATS ON THE TRAFFIC COMMITTEE

RECOMMENDATION: It is recommended that the City Council:

1) Discuss and make appointments to the Traffic Committee; and
2) Take such additional, related, action that may be desirable.

19. CONSIDERATION OF APPOINTMENT FOR TWO (2) VACANT SEATS ON THE FISCAL ACCOUNTABILITY AND INVESTMENT COMMITTEE

RECOMMENDATION: It is recommended that the City Council:

1) Discuss and make appointments to the Fiscal Accountability and Investment Committee; and
2) 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, with the exception of an item upon which a member of the public or City Council has requested to speak on, may be approved in a single motion. Such approval will also waive the reading of any ordinance.

20. FUTURE MEETING CANCELLATION

RECOMMENDATION: It is recommended that the City Council:

1) Cancel the regularly scheduled City Council meeting on September 22, 2021

21. ADOPT RESOLUTION NO. 21-71 IN SUPPORT OF CITY OF SOUTH GATE ANNUAL CONFERENCE CALLING UPON THE GOVERNER AND THE LEGISLATURE TO PROVIDE NECESSARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY

RECOMMENDATION: It is recommended that the City Council:

1) Approve the proposed Resolution.
2) Take such additional or alternative action that may be desirable.

22. REPORT OF EMERGENCY SEWER REPAIR AT TAYLOR RANCH PARK BY THE LOS ANGELES COUNTY CONSOLIDATED SEWER MAINTENANCE DISTRICT

RECOMMENDATION: It is recommended that the City Council:

1) Receive and file the City Manager's report of an emergency sewer repair at Taylor Ranch Park by the Los Angeles County Consolidated Sewer Maintenance District pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22050; and
2) Take such additional, related, action that may be desirable.

23. CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT (CP NO. 877) - AUTHORIZATION TO ADVERTISE FOR CONSTRUCTION

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Plans, Specifications, and Estimate (PS&E) for the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877); and
2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and
3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles County Registrar-Recorder; and
4) Approve the Total Project Budget (Attachment C).

24. VARIOUS STREET IMPROVEMENTS PROJECT, CP 872 – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1) Accept the Various Street Improvements Project, (CP 872) – FY 2018-2019 as completed by Sequel Contractors, Inc.; and
2) Approve the final contract amount for Sequel Contractors, Inc. in the amount of $503,967, including change orders; and

3) Authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and
4) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
5) Take such additional, related, action that may be desirable.

25. VARIOUS STREET IMPROVEMENTS PROJECT, CP 873 – NOTICE OF COMPLETION

RECOMMENDATION: It is recommended that the City Council:

1) Accept the Various Street Improvements Project, (CP 873) – FY 2018-2019 as completed by Sequel Contractors, Inc.; and
2) Approve the final contract amount for Sequel Contractors, Inc. in the amount of $759,441; and
3) Authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles Registrar-Recorder; and
4) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and
5) Take such additional, related, action that may be desirable.

26. APPROVAL OF THE FISCAL YEAR 2021-22 ANNUAL PLAN FOR THE LOS ANGELES REGION MEASURE W (SAFE, CLEAN WATER PROGRAM) EXPENDITURES

RECOMMENDATION: It is recommended that the City Council:

1) Approve the Fiscal Year 2021-22 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year.

27. ADOPT RESOLUTION NO. 21-58 APPROVING THE LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SENATE BILL 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-58 Approving the List of Projects for Fiscal Year 2021-22 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017.

28. SECOND READING OF ORDINANCE NO. 2439 FOR THE AMENDED AND RESTATED STATUTORY DEVELOPMENT AGREEMENT WITH M&M AT MONTEBELLO, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY FOR THE PROPERTY LOCATED AT 1345 N. MONTEBELLO BOULEVARD TO ALLOW THE EXISTING WAREHOUSE STRUCTURE (FORMER COSTCO BUILDING) TO BE USED AS A "LAST-MILE DELIVERY FACILITY" (SUCH AS AMAZON) AND RESERVING THE REMAINDER OF THE PROPERTY (COMPRISED OF APPROXIMATELY 3.63 ACRES) FOR A FUTURE MIXED-USE RETAIL AND/OR RESIDENTIAL DEVELOPMENT

WITH PARKING FACILITIES THAT WILL BE SUBJECT TO AND CONDITIONED UPON FUTURE ENVIRONMENTAL ANALYSES AND DISCRETIONARY LAND USE APPROVALS BY THE CITY

RECOMMENDATION: It is recommended that the City Council:

1) Hold the second reading of Ordinance No. 2439 approving an Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City; and
2) Take such additional, related, action that may be desirable.

29. ADOPT CITY RESOLUTION NO. 21-62/SUCCESSOR AGENCY RESOLUTION NO. 21-01 APPROVING THE PURCHASE AND SALE AGREEMENT FOR THE PROPOSED DISPOSITION OF REAL PROPERTY LOCATED AT 310 W. WHITTIER BOULEVARD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT ON BEHALF OF THE CITY OF MONTEBELLO; ADOPT CITY RESOLUTION NO. 21-63/SUCCESSOR AGENCY RESOLUTION NO. 21-02 PURSUANT TO SURPLUS LAND ACT

RECOMMENDATION: It is recommended that the City Council / Successor Agency to the former Community Redevelopment Agency of the City of Montebello adopt City Resolution No. 21-6/Successor Agency Resolution No. 21-01:

1) Approving the Successor Agency's disposition of the real property located at 310 W. Whittier Boulevard in the City of Montebello, California identified as Los Angeles County Assessor's Parcel Nos. 6346-022-900, 6346-022-901, 6346-023-900, and 6346-023-901 for $8,300,000; and
2) Approving the form and material terms of the Purchase and Sale Agreement, and authorize the Executive Director (i.e. City Manager) and Agency Counsel (i.e. City Attorney) to finalize negotiations and the agreement (provided that no material changes to the purchase price or property are made); and
3) Authorize the Executive Director to execute the final Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Montebello and Sonic Vet LLC, and any related documents necessary to reasonably complete the proposed disposition in accordance with the final agreement; and
4) Take such additional, related, action that may be necessary to implement the approved transaction.

30. APPROVE FIFTH AMENDMENT TO AND REINSTATEMENT OF THE MEMORANDUM OF UNDERSTANDING WITH PLAINS EXPLORATION AND PRODUCTION COMPANY (AGREEMENT NO. 2207)

RECOMMENDATION: It is recommended that the City Council:

1) Approving the Fifth Amendment to and Reinstatement of the Memorandum of Understanding (MOU) with Plains Exploration and Production ("PXP") (Agreement No. 2207); and
2) Authorize the City Manager to execute the MOU between the City of Montebello and Plains Exploration and Production ("PXP") and any related documents; and
3) Take such additional, related, action that may be desirable.

31. ADOPT RESOLUTION NO. 21-64 AMENDING THE BUDGET TO THE FISCAL YEAR 2021-2022 ANNUAL ACTION PLAN TO INCORPORATE ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-64 amending the budget to the Fiscal Year 2021-22 Community Development Block Grant (CDBG) and Home Investment Partnerships Annual Action Plan to incorporate additional CDBG funding; and
2) Take such additional, related action that may be desirable.

32. APPROVE THREE (3) AMENDMENTS TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENTS NOS. 3718 (DA 23-19), 3654 (DA 07-19), AND 3721 (DA 27-19)

RECOMMENDATION: It is recommended that the City Council:

1) Approve, in substantially the form as presented, three (3) Amendments to Cannabis Business Development Agreement Nos. 23-19, 07-19, and 27-19 (collectively referred to as the "Amendments") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and
2) Condition the approval of the three (3) Amendments on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than August 27, 2021, and on a case-by-case basis, authorize the Director of Planning and Community Development or his designee i discretion to provide the applicant(s) additional time if necessary in light of the current COVID-19 logistical limitations; and
3) Adopt findings contained herein exempting the three (3) Amendments from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and
4) Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

33. ADOPTION OF RESOLUTION NO. 21-66 FOR PARTICIPATION IN THE INSTITUTE FOR LOCAL GOVERNMENT'S BEACON PROGRAM

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-66 supporting the City of Montebello's participation in the Institute for Local Government's Beacon Program; and
2) Take such additional, related, action that may be desirable.

34. APPROVAL TO PURCHASE GENERATOR AND BACKUP BATTERY SYSTEM FOR FIRE DEPARTMENT COMMUNICATION SITE

RECOMMENDATION: It is recommended that the City Council:

1) Authorize the City Manager to approve the emergency purchase of a replacement backup generator for the City of Montebello Fire Department's Communication Site located at the Montebello Reservoir; and
2) Forego the formal bidding procedure per Montebello Municipal Code (MMC) 3.20.050, requiring a super-majority (four-fifths) approval by the City Council of this item; and
3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $128,480 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery and Equipment) and $47,520 in the Transit Fund, Account No. 600-90-900-6010.10 (Transit Administration, Machinery and Equipment); and,
4) Take such additional, related, action that may be desirable.

35. APPROVE ESTABLISHING A SOLE-SOURCE BLANKET PURCHASE ORDER WITH AMERICAN MOVING PARTS, NAPA AUTO PARTS, NEW FLYER PARTS, AND WAYNE ELECTRIC COMPANY TO PURCHASE MAINTENANCE-RELATED BUS PARTS AND VEHICLE FLEET PARTS

RECOMMENDATION: It is recommended that the City Council:

1) Approve establishing a sole-source blanket purchase order with American Moving Parts, for the total not-to-exceed amount of $65,000, to purchase maintenance-related bus parts for Montebello Bus Lines (MBL) and vehicle fleet parts for the Montebello Fire Department (MFD) for Fiscal Year 2021-22; and
2) Approve establishing a sole-source blanket purchase order with Napa Auto Parts, for the total not-to-exceed amount of $85,000, to purchase maintenance-related bus parts for the Fiscal Year 2021-22; and
3) Approve establishing a sole-source blanket purchase order with New Flyer Parts, for the total not-to-exceed amount of $185,000, to purchase maintenance-related bus parts for Fiscal Year 2021-22; and
4) Approve establishing a sole-source blanket purchase order with Wayne Electric Company, for the total not-to-exceed amount of $75,000, to purchase maintenance-related bus parts for the Fiscal Year 2021-22; and
5) Take such additional, related, action that may be desirable.

36. ADOPT RESOLUTION NO. 21-59 AUTHORIZING THE USE OF TRANSIT FUNDING FROM THE AMERICAN RESCUE PLAN ACT TO SUPPORT THE FARELESS SYSTEM INITIATIVE PROJECT

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-59 authorizing Montebello Bus Lines (MBL) to participate in the Fareless System Initiative Project (FSI); and
2) Authorize the submission of a grant application to the Federal Transit Administration (FTA) to use funding from the American Rescue Plan Act of 2021 (ARPA) to support the FSI; and
3) Take such additional, related, action that may be desirable.

37. APPROVE A SOLE SOURCE PURCHASE WITH ENTERPRISE INTEGRATION PARTNERS, LLC TO RENEW AND PURCHASE INTERNATIONAL BUSINESS MACHINES CORPORATION ANNUAL SOFTWARE SUBSCRIPTION AND SUPPORT LICENSES

RECOMMENDATION: It is recommended that the City Council:

1) Approve a sole source purchase with Enterprise Integration Partners, LLC, (EIP) for the total not-to-exceed amount of $118,757, to renew fifteen (15) and purchase thirty (30) new International Business Machines Corporation (IBM) annual software subscription and support licenses; and
2) Take such additional, related, action that may be desirable.

38. ADOPT RESOLUTION NO. 21-60 AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION TO RECEIVE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS FUNDING FOR TRANSIT OPERATING ASSISTANCE

RECOMMENDATION: It is recommended that the City Council:

1) Adopt Resolution No. 21-60 authorizing the submission of an application to the Federal Transit Administration (FTA) to receive Coronavirus Response and Relief Supplemental Appropriations funding for operating assistance in the amount of $1,000,000 (49 U.S.C. Section 5307 CRRSA Act funding); and
2) Take such additional, related, action that may be desirable.

39. APPROVAL AMENDMENT NO. 1 TO AGREEMENT NO. 3452 WITH ALL CITY MANAGEMENT SERVICES FOR SCHOOL CROSSING GUARD SERVICES

RECOMMENDATION: It is recommended that the City Council:

1) Approve Amendment No. 1 to Agreement No. 3452 with All City Management Services for School Crossing Guard Services; and
2) Authorize the City Manager to execute the amendment on behalf of the City; and
3) Take such additional, related, action that may be desirable.

RECOMMENDATION: Adopt the proposed Resolution approving the Warrant Register dated March 10, 2021.

40. PAYMENT OF BILLS: RESOLUTION NO. 21-71 APPROVING THE CITY WARRANT REGISTER OF DEMANDS DATED JULY 28, 2021

RECOMMENDATION: Adopt the proposed Resolution approving the Warrant Register dated July 28, 2021.

ORAL COMMUNICATIONS - CONTINUED IF NECESSARY

COUNCIL ORALS

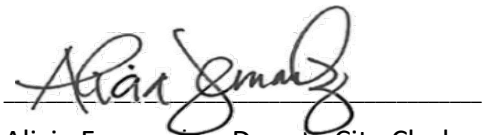
Council member announcements; requests for future agenda items; conference/meetings reports.

1. **Councilmember Melendez**
2. **Councilmember Jimenez**
   a. CWA - Carpenters
   b. Day of the Dead events
3. **Councilmember Peralta**
   a. Thank you to the Southwest Regional Council of Carpenters for their support at our City Service Saturdays.
   b. Partnership with Vetcare Mobile Clinic for monthly/quarterly low-cost pet vaccine services to our community.
   c. Consideration of a one-time Pet Fair in September to launch the 1st Vetcare Mobile Clinic series.
   d. Development of a Montebello Community Workforce Agreement with the Building and Construction Trades Council: Providing an update on the latest process and requesting consensus for staff and legal counsel to analyze the CWA agreement, work with the parties involved, receive council input, and present their report, feedback, and recommendations at a future council meeting.
4. **Mayor Pro Tem Torres**
   a. Assumption of liability for Rio Hondo Channel volunteer cleanup events.
5. **Mayor Cobos-Cawthorne**
   a. Military Task Force- Recognition Program
   b. Update on Montebello Cares nonprofit formation

ADJOURNMENT

The City of Montebello will adjourn to the next Regular Meeting on August 11, 2021 at 5:30 p.m. which can be live streamed at www.cityofmontebello.com (Click on Live Stream).

I, Alicia Fernandez, Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before Sunday, July 25, 2021 5:30 p.m.



Alicia Fernandez, Deputy City Clerk

ITEM #10

NOTE: This Public Hearing will be continued to the City Council Meeting of August 11, 2021 or at a date thereafter as determined by the City Council.

ITEM # 11

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, P.E., City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Public Hearing to Approve Resolution No. 21-65 to Adopt the Parks Master Plan and Facilities Needs Assessment**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve proposed Resolution No. 21-65 to adopt the Parks Master Plan and Facilities Needs Assessment; and

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

FISCAL IMPACT

There is no fiscal impact at this time related to this action. The funds appropriated in Fiscal Year 2019-20 have proved sufficient to pay for the work associated with drafting these plans and funds were carried over in FY 2020-21 and to FY 2021-22. Any recommended improvements and/or projects will be brought back to the appropriate Commission and/or City Council at the time of project initiation to discuss costs and budgets.

BACKGROUND

The purpose of the Park Facilities Master Plan ("Master Plan") is to serve as a planning and asset management tool for the City of Montebello's parks and open spaces. The Master Plan is done in an effort to improve quality of life for current and future residents by compiling strategies to sustain and enhance the current park system. The Master Plan aids in providing an understanding of the recreational and open space assets the City owns and operates, as well as the financial investment it requires to maintain, repair and/or improve these assets.

In addition to managing the City's park system and recreational activities, the Recreation and Community Services Department is also responsible for the

maintenance of City facilities and includes a Building Maintenance Division. The Facilities Needs Assessment ("FNA") expands upon the Master Plan and provides a comprehensive report which includes current and future needs at existing City-owned facilities. The FNA will be useful for future planning of capital improvement projects and current and ongoing maintenance considerations – all of which have budget impacts.

The City's current Park Master Plan was adopted in 1992. Since its adoption, the specific needs and maintenance for the City's parks and facilities have changed over time. The City's park system has been modified, has adapted to changing needs and has had an increase in the number of recreational facilities. In 2016, the City participated in the Los Angeles County Comprehensive Parks and Recreation Needs Assessment, which concluded that many of the City's parks and amenities are in fair to poor condition.

At the September 11, 2019 City Council meeting, City Council approved appropriations necessary to produce a Master Plan and FNA. The approved Resolution #19-108 appropriated $400,000 from the General Fund to cover the estimated cost of developing both documents.

On October 30, 2019 the City issued Request for Proposals (RFP) No. 19-56 (RFP No. 19-56) for development of a new Master Plan and FNA. The scope of work included research and analysis of existing conditions, community outreach, a community needs assessment, an assessment of funding, maintenance and operations feasibility, and the identification of potential park improvements. RFP No. 19-56 also included an additional task to assess the needs of non-park facilities in the FNA. On February 12, 2020, City Council awarded a Professional Services Agreement to KTUA in the amount of $383,749 for the development of a Master Plan and FNA.

ANALYSIS

City staff and KTUA held kick off meetings in early March of 2020 and have continued to have monthly virtual meetings throughout the life of the project. The initial stages of the project included City staff interviews, preliminary assessments of park and non-park facilities, inventory of site conditions and amenities, the establishment of a community outreach strategy, and research. Some aspects of the research included the benchmarking of parks and their amenities against local comparable jurisdictions, as well as assessing the walkability of our park system to determine the ease of access and availability of open space to the community. A website was created to update the community with the project's progress. The website included an interactive map that allowed community members to make comments on specific park areas and/or amenities, provided general updates on the project's status, and gave the public access to recorded presentations, surveys, and maps.

The community outreach aspect of the project began with mailed surveys to approximately 4,500 random households throughout the City. The mailed survey provided statistically valid results on public sentiment on City parks and recreational programming. After mailed surveys were sent out, the survey was made available to

the public on the project website and promoted through the City's social media platforms. Additionally, the survey was advertised through the Recreation and Community Services email list. A total of approximately 400 responses were received.

On July 22, 2020, the City hosted its first virtual community presentation/workshops. A total of four workshops have been held to date from July 2020 through December 2020. Presentations began by providing the public with general information on the purpose, background, and scope of the project.

The Master Plan project scope contains the ability to analyze and plan for three specific park plans. Through public outreach efforts and survey results, it was determined that the three parks that would receive a site-specific plan were Grant Rea Park, City Park and Reggie Rodriguez Park. A workshop was dedicated to discussion of the design and improvements to these parks. Due to the COVID-19 pandemic and gathering restrictions, all presentations were done online, and any interested community member could register to participate. During workshops, participants had the opportunity to ask questions, leave comments and answer poll questions relative to the specific topics provided to drive the discussion towards the wants and needs of the community within the City's existing park system.

The final document includes an analysis and inventory of parks and City facilities, park classifications, a Level of Service analysis, a park distribution analysis, the identification of future opportunities and potential expansion areas, and recommendations, goals, and standards to enhance level of service and quality of existing facilities and programs. The Appendices of the Master Plan document include specific plans for three (3) City parks: Grant Rea Park, Montebello City Park, and Reggie Rodriguez Park, a cost analysis matrix, workshop details, survey results, and the Facility Needs Assessment.

The Master Plan has been presented to the Parks and Recreation Commission and Planning Commission to afford the public the greatest opportunity for review and comment. On June 24, 2021, the Master Plan was presented to the Parks and Recreation Commission for their review. Thereafter, on July 13, 2021, the Planning Commission adopted a Resolution recommending the City Council adopt the Master Plan finding that it conforms to the City's General Plan. On July 15, 2021, the Master Plan was discussed and reviewed a second time at the Parks and Recreation Commission. At all Commission meetings, Master Plan was duly noticed giving the public the ability to submit any comments or questions. Additionally, the entire Master Plan and FNA document was made available to the public on the City website prior to this City Council meeting. The Master Plan is now being brought to City Council for consideration of adoption.

GENERAL PLAN

The City Council is being asked to consider approval of a Resolution to adopt the proposed Master Plan and FNA. The proposed documents conform and remain consistent with the City of Montebello General Plan (specifically, the Parks and

Recreation, Conservation, and Open Spaces Elements).

A. Parks and Recreation Element Goals:

1. To provide a full range of park and recreational facilities and programs which are easily accessible to all residents of the community.
2. To provide 4.0 acres of park and recreational use per 1,000 residents to meet the standards of the City.

B. Conservation Element Goals:

1. Preserve and protect natural, environmental, and man-made resources.
2. Practice sound management in the utilization of the sources for the long-term benefit of the community.

C. Open Space Element Goals:

1. To ensure the preservation and conservation of sufficient open space to introduce relief from otherwise uninterrupted urban development of the Southern California region.
2. To ensure the preservation and conservation of sufficient open space to serve the recreational, health, and welfare needs of the residents.

The Master Plan and FNA conform and remain consistent with the City of Montebello General Plan (specifically, the Parks and Recreation, Conservation, and Open Space Elements). Additionally, KTUA has worked closely with the current General Plan consultants to ensure the final Master Plan document is consistent with the General Plan that is currently underway.

These documents will be used to guide project priorities and funding allocation. Information will also be used for grant submission support.

ENVIRONMENTAL

The adoption of the Master Plan and FNA is not subject to California Environmental Quality Act (CEQA) because CEQA guidelines section 15060(c)(2) states that project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which states that a project is exempt from CEQA “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 Master Plan serves as a planning tool and any recommended improvements and/or projects will be brought back to the appropriate Commission and/or City Council at the time of project initiation.

SUMMARY

The City Council is being asked to consider approving a proposed Resolution to adopt the Parks Master Plan and Facilities Needs Assessment and direct staff to take any such additional, related, action that may be desirable.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-65
B. Attachment B – Parks Master Plan and Facilities Needs Assessment
C. Attachment C – Public Hearing Notice

ATTACHMENT A

RESOLUTION NO. 21-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, ADOPTING THE PARKS MASTER PLAN AND FACILITIES NEEDS ASSESSEMENT

RECITALS

WHEREAS, the purpose of the Parks Master Plan ("Master Plan") is to serve as a planning and asset management tool for the City of Montebello's ("City") parks and open spaces to improve quality of life for current and future residents by compiling strategies to sustain and enhance the current park system; and

WHEREAS, the Master Plan aids in providing an understanding of the recreational and open space assets the City owns and operates, as well as the financial investment it requires to maintain, repair and/or improve these assets; and

WHEREAS, the Facilities Needs Assessment ("FNA") expands upon the Master Plan provides a comprehensive report which includes current and future needs at existing City-owned facilities; and

WHEREAS, the City's current Parks Master Plan was adopted in 1992 and since its adoption, the specific needs and maintenance for the City's parks and facilities have changed; and

WHEREAS, at the September 11, 2019 City of Montebello City Council ("City Council") meeting, the City Council approved appropriations necessary to develop a new Master Plan and FNA through the adoption of Resolution #19-108, which appropriated $400,000 from the General Fund to cover the estimated cost of developing both planning documents; and

WHEREAS, on October 30, 2019 the City issued Request for Proposals (RFP) No. 19-56 ("RFP No. 19-56") for development of a new Master Plan and FNA including research and analysis of existing conditions, community outreach, a community needs assessment, an assessment of funding, maintenance and operations feasibility, and the identification of potential park improvements; and

WHEREAS, the public was invited to participate and comment on the development of the proposed Master Plan and FNA through a series of public outreach efforts and a total of four presentations from July 2020 through December 2020; and

WHEREAS, a draft of the Master Plan and FNA were released for public review on June 24, 2021; and

WHEREAS, on June 24, 2021 and July 15, 2021, the Parks and Recreation Commission reviewed and discussed the Master Plan and FNA; and

WHEREAS, on July 13, 2021, as the advisory commission to the City Council regarding land use and land-use related matters, the Planning Commission

recommended adoption of the proposed Parks Master Plan and Facilities Needs Assessment to the City Council at a duly noticed public hearing and has considered all public comments received thereon, staff reports, presentations, public testimony, and all other evidence presented during the public hearing on this matter finding that the proposed Master Plan and FNA are consistent with the City's General Plan.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO HEREBY RESOLVES, FINDS, AND DECLARES 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. The proposed planning documents conform and remain consistent with the City of Montebello General Plan (specifically, the Parks and Recreation, Conservation, and Open Spaces Elements):

A. Parks and Recreation Element Goals:

1. To provide a full range of park and recreational facilities and programs which are easily accessible to all residents of the community.
2. To provide 4.0 acres of park and recreational use per 1,000 residents to meet the standards of the City.

The proposed Master Plan and FNA are consistent with the goals of the Parks and Recreational Element of the General Plan in that they put focus on creating recreation services focused around the community, makes recommendations to increase recreational use, and aims to preserve and maintain all existing parks and recreational facilities within the City.

B. Conservation Element Goals:

1. Preserve and protect natural, environmental, and man-made resources.
2. Practice sound management in the utilization of the sources for the long-term benefit of the community.

The proposed Master Plan and FNA are consistent with the goals of the Conservation Element of the General Plan in that they make recommendations to keep open spaces consistent while providing an equitable distribution of park facilities.

C. Open Space Element Goals:

1. To ensure the preservation and conservation of sufficient open space to introduce relief from otherwise uninterrupted urban development of the Southern California region.
2. To ensure the preservation and conservation of sufficient open space to serve the recreational, health, and welfare needs of the residents.

The proposed Master Plan and FNA are consistent with the goals of the Open Space Element of the General Plan in that they promote the preservation and conservation of open space and aim to utilize existing open space for multi-use purposes.

SECTION 3. CEQA. The adoption of the Master Plan and FNA not subject to California Environmental Quality Act (CEQA) because CEQA guidelines section 15060(c)(2) states that project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) which states that a project is exempt from CEQA "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 Master Plan serves as a planning tool and any recommended improvements and/or projects will be brought back to the appropriate Commission and/or City Council at the time of project initiation.

SECTION 4: APPROVAL. The City Council has considered all public comments received thereon, staff reports, presentations, public testimony, and all other evidence presented during the public hearing on this matter and based on such evidence hereby approves the adoption of the Parks Master Plan and Facilities Needs Assessment.

SECTION 5. 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.

[SIGNATURE PAGE TO FOLLOW]

APPROVED AND ADOPTED this 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-65 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 28th day of July 2021 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





ATTACHMENT B

CITY of MONTEBELLO
PARKS MASTER PLAN







CITY OF MONTEBELLO
PARKS MASTER PLAN
May 2021 Final Draft

ACKNOWLEDGEMENTS

City Council
Kimberly A. Cobos-Cawthorne, Mayor
David N. Torres, Councilmember, Mayor Pro Tem
Salvador Melendez, Councilmember
Angie M. Jimenez, Councilmember
Scarlet Peralta, Councilmember

Administration Department
René Bobadilla, City Manager
Arlene Salazar, Assistant City Manager

Recreation & Community Services Department
David Sosnowski, Director
Laurie Aguilar, Management Analyst
Jacob Castillo, Community Services Coordinator

KTUA
Michael Singleton, Senior Principal
Matt Wilkins, Senior Landscape Architect, Project Manager
Jacob Leon, Senior Planner
Silvia Fang, GIS Analyst
Marissa Tietz, Planner

Greenplay
Art Thatcher, Principal
Jeff Milkes, Park Planner

RRC
Chris Cares, Survey Manager

Bureau Veritas
Peter Economou, Associate Vice President
Mark Surdam, Architect, Development Consultant

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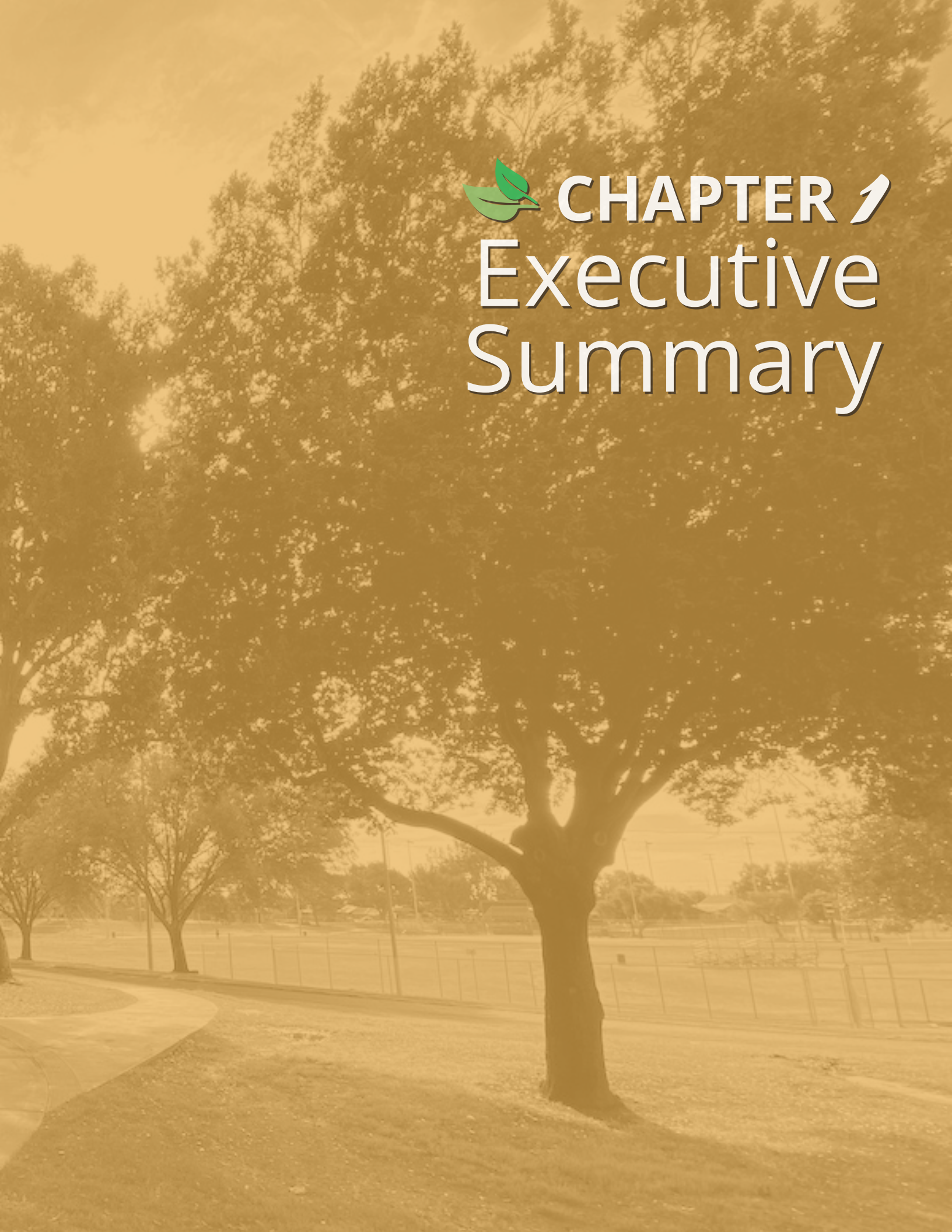


CHAPTER 1
Executive Summary

1.1 INTRODUCTION

The City of Montebello Park Facilities Master Plan (Master Plan) is based on a comprehensive planning process that took place from March 2020 through May 2021. This Master Plan provides an assessment of Montebello's parks and playgrounds system, taking into account future growth in the community. The Master Plan is intended to provide a realistic view of the City's parks and facilities as they exist now and as they could evolve into the future.

The City of Montebello is Los Angeles County's 29th most populous city with 63,833 residents. Montebello is approximately 8.3 square miles and is located 10 miles east of downtown Los Angeles, within the triangular intersection of I-5, I-60, and I-605. Montebello has 125 acres of parkland, with 1.3 park acres per 1,000 people. Sixty percent of the population lives within half-mile of a park compared to the county average of forty-nine percent. Grant Rea Park is the largest park with 24.94 acres and is home to batting cages, multiple ball fields, and the Barnyard Zoo (the City's local petting zoo).

The Department of Recreation and Community Services is responsible for providing the community with "innovative social, cultural, recreational, and educational activities to promote and enhance the quality of life in Montebello." The department provides an extended variety of community and recreational services, leisure time activities, and health programs to residents, as well as many neighboring communities. The department also includes the Park Maintenance and Building Division, which is in charge of maintaining the parks and city facilities throughout Montebello.

Montebello's recreation and community facilities consist of two community/recreation center, one senior centers, four mini parks, six neighborhood parks, and two community parks. These park types are defined in detail in Chapter 3 of this Master Plan. Other major recreational amenities include eight baseball fields, seven basketball courts, two tennis courts, six multi-purpose fields, one skate park, two swimming pools, two splash pads, and one gymnasium. Citywide park master plans are usually intended to layout a vision for the future, as well as coherent steps for achieving this vision. The overall citywide master plan is not intended to go into detail on park design, park programming, or park environmental review. However, in this Master Plan, some preliminary design ideas are explored for three parks within the City. No park facility should be constructed from this document without individual park master plans, detailed site plans, engineering, and environmental review. However, this document can be used as a tool to develop plans in the future.



1.2 KEY ISSUES AND REOCCURRING THEMES

Issues regarding parks, recreation facilities, and programs were identified using various methods of input. This included a review of existing plans and documents, stakeholder meetings, inventory of existing facilities, a statistically valid and open link survey, level of services analysis, and various community workshops and presentations. A summary of the information gathered from these sources can be found in Chapter 5 and Appendix III. This information was analyzed, and recommendations were developed to address the following key issues:

Community Survey

- There are concerns about safety and security at the parks.
- Maintenance, repairs, and security improvements are needed throughout the park system.
- More focus on providing family-oriented activities.
- Ensure environmental sustainability in park design and maintenance practice.
- Add more pocket parks/plaza.
- Offer cultural events, festivals, and activities to reflect diversity and inclusivity.
- Ensure facilities and programs are affordable to all residents of Montebello.
- Expand current park amenities and activities.
- Create economic benefit through the attraction of businesses and enhanced property values.
- Increase use of parks resulting from adding infill amenities to existing parks.
- New parks in areas of new growth to address inequities in park access to different areas of the City.
- Add more traditional neighborhood or community parks.
- Expand existing park boundaries.
- Upgrade and retrofit existing facilities throughout the City.
- Add more linear parks that include natural areas with paths.
- Ensure parks and recreation opportunities are accessible to all residents. Encourage active lifestyles and promote health, wellness, and fitness.
- Add more trails and walking areas in or outside of parks.
- Increase use of parks resulting from increased programs and activities.
- Strengthen community image and sense of place.

Staff Interviews:

- Additional staff members would allow the Department to optimize operations and expand programming/services.
- Restroom buildings are a big concern.
- Lack of joint use agreements creates challenges.
- Lighting would help make the parks feel safer and encourage positive park use during the evening.
- The department does not have a scholarship program for recreation programs which limits access for low-income residents. Expand sports programs to include football, soccer, and baseball, additional competitive sports programs, and girls' softball programs.

1.2.1 SUMMARY OF PROGRAM ANALYSIS KEY FINDINGS

According to the input received through the community outreach process, the parks, recreation facilities, and programs are actively used by Montebello's residents. Key issues were identified through stakeholder meetings and interviews, online community workshops, a community survey, a review of existing documents, an inventory, and a geographic distribution analysis. All the information obtained from the sources was analyzed and recommendations were developed to address the following key issues:

- Improve walking and biking connections to parks.
- Preserve open space.
- Create additional trails through open space.
- Make improvements and/or renovate existing amenities of parks.

1.3 RECOMMENDATIONS

After analyzing the findings, community and stakeholder input, inventory of existing facilities, level of service analysis, and analysis of future recreation trends, a series of recommendations were developed to guide the improvement of Montebello's parks, recreation facilities, and programs. Early in the planning process, the team developed three major goals for the project; to **Connect**, to **Improve**, and to **Include**. These broad goals help to organize the overall strategies for the project. A summary of these can be found below:



These goals and strategies represent ideas that have evolved all the way from the beginning of the work effort and that have been influenced by public input, level of service analysis, and other factors since that time. The team used these broad goals and strategies to identify action-oriented objectives and actions which have further fiscal planning impact, operational budget impacts, and timelines to complete. These recommendations can be found in more detail in Chapter 6.

1.4 GLOSSARY OF TERMS

These terms will be found throughout the report and the definitions to these terms are below:

Active recreation: Structured individual or team activity that requires the use of special facilities, courses, fields, or equipment.

Amenity: A physical element that accommodates a recreational activity or sport.

Facility: The built features within parks that create opportunities to engage in specific games and activities. These can range from single courts or small play areas up to the recreation centers which supports a wide variety of self-directed and programmed recreation.

Natural habitat: Native or naturalized plant communities and natural features such as woodlands, riparian corridors, and varied undeveloped landscape, including but not limited to all areas designated as environmentally sensitive habitat areas (EHSA) in the General Plan.

Open space: Any area of land that is essentially unimproved and designated for one or more of the following open space uses: (1) land for the preservation of natural resources; (2) land for the managed production of resources; (3) open space for outdoor recreation; (4) open space for public health and safety; and (5) protection of Native American cultural sites, including burial, historic or archaeological, sacred, or other cultural sites.

Park: Public land for passive or active recreation.

Passive natural area: Areas designated for passive recreation where minimal stress has been done to the site's resources.

Passive recreation: Recreational activities that do not require prepared facilities like sports fields or pavilions.

Playground: A space designed for children to play and explore. It may include playsets, interactive panels, and protective surfacing. The types of parks are defined in detail in Section 3.2 Park Classifications.

Level of Service (LOS): A qualitative measure to relate the quantity of park facilities. This measurement evaluates how parks, open spaces, and facilities serve the given community.

Geographic Distribution Analysis (GDA): Examines the walktime, biketime, and drivetime to the parks and open spaces within the City as determined by a GIS parkshed analysis.

Transit Oriented Development (TOD): A development of residential, businesses, and leisure space within walking distance to a public transportation hub.

1.5 SCOPE OF THE DOCUMENT

The scope of the Master Plan encompasses a summary of the existing planning efforts, inventorying of the existing parks and amenities, projection of future conditions, as well as, a summary of the user and community input, and recommendations for the City. The Master Plan sets the future direction of the parks, playgrounds, and portions of parks and open space with improved facilities in the City of Montebello parks system.



View of Downtown Los Angeles

1.6 OVERVIEW OF THE DOCUMENT

1. Executive Summary – Describes the purpose and goals of the Master Plan, identifies the key issues and recurring themes, and provides a summary of the recommendations.

2. Planning Context – Explains the context of the City of Montebello to California and the U.S., describes the functions of the Park Maintenance and Building Division, and provides an overview of the planning process methodology, as well as a review of past and existing planning documents relevant to the Master Plan.

3. Existing Conditions – Provides analysis and inventory of Montebello's existing park and recreation facilities, a description of each park classification, and a park distribution analysis that includes a Level of Service (LOS) analysis of existing facilities.

4. Community Priorities and Needs – Summarizes the information gathered through community workshops, stakeholder and staff interviews, and invitation and open link surveys. This chapter also includes a comparative analysis of other cities' programs along with a program analysis of the City.

5. Future Conditions – Analyzes the future projection of parks and open spaces in the City. Identifies future recreation trends. Looks into future opportunities and potential expansion areas. This chapter also investigates other population-based service analysis and LOS distribution.

6. Recommendations and Action Plans – Provides recommendations, goals, and standards to enhance the level of service and quality of existing facilities and programs, improve programming and service delivery, and increase financial opportunities.

7. Appendices – Includes the Park Specific Plans for Reggie Rodriguez, Grant Rea, and Montebello City Park, recommendations, operations, maintenance, and financial analysis, meetings and surveys, and the reports from Bureau Veritas.

CHAPTER 2
Planning Context



2.1 HISTORY OF MONTEBELLO

The recorded history of Montebello is tied to the greater history of California and the Franciscan Missionaries. Prior to this era, the Rio Hondo River was occupied by the Tongva Native Americans who were a part of the larger Uto-Aztecan family. On September 9, 1771 Fathers Angel Somera and Pedro Cambon established the original San Gabriel Mission near where San Gabriel Boulevard now crosses the Rio Hondo River. The Mission was fourth in a chain of 21 missions established under Father Junipero Serra.

The City of Montebello originally consisted of parts of Rancho San Antonio, Rancho La Merced, and Rancho Paso de Bartolo. On the banks of the Rio Hondo, an armed conflict was staged with Mexico for possession of California at the Battle of the Rio San Gabriel on January 8, 1847. The Juan Matias Sanchez Adobe remains standing just north of the intersection of La Merced and Lincoln Avenue, the heart of the old La Merced Rancho. The old adobe has just recently been restored and is part of the park system.

About a half-mile north of where Garfield Avenue crosses the Pomona Freeway, Alessandro Repetto built a ranch house on the hill overlooking his land. When Repetto passed in 1885, his brother Antonio sold his inheritance to a group of businessmen well known in Los Angeles. Approximately1,200 acres of these shares would become what is now known as Montebello in May 1899. This area was named Montebello, meaning beautiful hills in Italian.

Originally an agricultural community, the area was famous for flowers, vegetables, berries, and fruits. In 1917 the discovery of oil by Standard Oil Company changed the agricultural community into a major contributor to oil production. By 1920, Montebello oil fields were producing one-eighth of our state's crude oil. On October 16, 1920, Montebello was incorporated as the 35th of the present cities in Los Angeles County. Remnants of the oil fields can still be found in the northern hills of Montebello to this day.

2.2 DEPARTMENT OF RECREATION AND COMMUNITY SERVICES OVERVIEW

The City of Montebello is Los Angeles County's 29th most populous city with 63,833 residents. Montebello is approximately 8.3 square miles and is located 10 miles east of downtown Los Angeles, within the triangular intersection of I-5, I-10, and I-105. Montebello has 84 acres of parkland, with 1.3 park acres per 1,000 people listed as residents in the city using projected current population numbers. Sixty percent of the population lives within half mile of a park compared to the county average of forty-nine percent. Grant Rea park is the largest park with 24.94 acres and is home to batting cages, multiple ball fields, and the Barnyard Zoo, the City's local petting zoo.

The Department of Recreation and Community Services is responsible for providing the community with "innovative social, cultural, recreational, and educational activities to promote and enhance the quality of life in Montebello." The department provides an extended variety of community and recreational services, leisure time activities and healthy programs to residents, as well as many neighboring communities. The department also includes the Park Maintenance Division, which is in charge of maintaining the parks and city facilities throughout Montebello.

2.3 PREVIOUS PLANNING HISTORY FOR PARKS AND RECREATION

The City of Montebello has been operating under the guidelines of the Comprehensive Parks and Recreation Master Plan, which was adopted in 1993, and has since increased the number of parks and infrastructure throughout the City. In 2016, Los Angeles County Conducted a Comprehensive Park and Recreation Needs Assessment, which indicated that the City of Montebello had moderate need for park improvement.

A Municipal Facilities ADA Compliance Evaluation was completed in 2015 and identified 11 City-owned park and recreational facilities that were in need of updates in order to meet ADA standards.



Source: KCET, Title Insurance and Trust, and C.C. Pierce Photography Collection, USC Libraries

2.4 POLICIES AND GUIDANCE FROM OTHER STUDIES

The following plans were reviewed for relevance to this master planning effort and to ensure that all planning efforts were aligned and integrated.

2.4.1 2016 LOS ANGELES COUNTYWIDE COMPREHENSIVE PARK AND RECREATION NEEDS ASSESSMENT (2016)

The Los Angeles Countywide Comprehensive Park and Recreation Needs Assessment documents all existing parks and recreation facilities in cities and unincorporated areas within Los Angeles County. The purpose of this plan is to help local officials, park agencies, and residents understand the steps necessary to ensure all communities have access to parks. According to this assessment, about 60 percent of Montebello residents live within half a mile of a park. The City has 1.3 park acres per 1,000 residents and it has a moderate need for park improvement. A total of ten projects were proposed at a cost upwards of $67.5 million, including:

1 – Replace fitness zones at Henry Acuna Park.

2 – Replace community/recreation center at Taylor Ranch.

3,4, and 5 – Build new community park in southside Montebello.

6 – Add gymnasium at Chet Holifield Park.

7 – Add dog parks at Henry Acuna Park.

8 – Repair infrastructure/general at Taylor Ranch.

9 – Repair pools/aquatic facilities at Chet Holifield Park.

10 – Add trails at Montebello City Park.

2.4.2 CITY OF MONTEBELLO GENERAL PLAN (1973)

The Montebello General Plan is the primary city-wide comprehensive plan that guides future growth. The General Plan was adopted in 1973, but multiple updates have been made since. The General Plan contains goals and objectives that are meant to guide decisions and preserve the quality of life within the City of Montebello. The following summaries and text excerpts reflect the policies that are consistent with the recommendations provided in this plan.



Parks and Recreation Element

The Parks and Recreation Element provides goals and policies relating to parks and recreation and identifies proposed general location and acreage for park and recreational land. This document includes an action program for implementing the Parks and Recreation Plan. Additionally, the Park and Recreation Element puts focus on creating recreation services focused around the community. The goal of this being to have a balanced approach to addressing the park system as a whole to best suit the input of Montebello's residents and community leaders.

Goals

1. To provide a full range of park and recreational facilities and programs which are easily accessible to all residents of the community.
2. To provide 4.0 acres of parks and recreational use per 1,000 residents.

Objectives

1. Provide neighborhood parks and recreational facilities wherever possible within walking distance of all residents.
2. Expand joint-use recreational agreements with the school district.
3. Establish park and recreational space in utility easements where open land is available.
4. Expand recreational use of land in the Rio Hondo Channel area.
5. Establish park and recreational facilities in the hill area.
6. Preserve and expand existing park and recreational facilities.
7. Add park facilities and improve existing park facilities in the South Montebello area.

Policies

1. Preserve and maintain all existing park and recreation facilities within the City.
2. Encourage expanded cooperation and coordination between the School District and the Recreation and Community Services Department for the purpose of formally establishing multi-use recreational opportunities at Montebello's school sites.
3. Wherever possible, acquire the necessary parks and recreational acreage required throughout the City to meet the standard of 4.0 acres of per and recreational use per 1,000 residents.
4. Pursue the goals and objectives for parks and recreation.

Conservation Element

The recommendations of this element are to keep open spaces consistent while providing an equitable distribution of park facilities. This master plan would remain consistent with the existing conservation element.

Goals

1. To ensure the preservation and conservation of sufficient open space to introduce relief from the otherwise uninterrupted development of the Southern California region.
2. To ensure the preservation and conservation of sufficient space to serve the recreation, health, and welfare needs of the residents.

Objectives

1. Establish standards and criteria for the location and development of open space and parkland.
2. Provide open space and a full range of recreation facilities and programs which are easily accessible to all residents.
3. Determine the location, size and type of recreational facilities and programs on the basis of the needs of the people.

Policies

1. Two hundred (200) acres of land in the hills should be acquired by the City for parks, playgrounds and open space.
2. Open space areas should be provided or developed to serve the needs appropriate to their location.
3. In addition to obtaining new open space areas, the City should seek to make more use or multi-use of the existing open space areas of the community. This program would include recreation use of school playground facilities during non-school hours.

2.5 PARK AND RECREATION POPULATION STANDARDS

In order to determine Montebello's parks and recreation needs, this master plan references the National Recreation and Park Association Survey for national and regional averages of agencies park and recreation facilities. The public park standard suggested in the Parks and Recreation Element is of four acres of park and recreational use per 1,000 residents.

Additional standards suggested in the previous master plan are included in Table 2-1.

TABLE 2-1: Park and Recreation Population Standards from Previous Master Plan

FACILITY	NRPA AVERAGE	ADJACENT CITY AVERAGE	RECOMMENDED STANDARD FOR MONTEBELLO	MONTEBELLO RECREATION DEMAND	CURRENT MONTEBELLO INVENTORY	SURPLUS (DEFICIENCY)
Ball Field	1/2,500	1/7,200	1/5000	12	10	(2)
Soccer Field	1/10,000	1/16,000	1/13,000	5	5	0
Football Field	1/10,000	N/A	1/13,000	5	4*	(1)
Basketball Court	1/5,000	1/12,000	1/8,000	8	7	(1)
Tennis Court	1/2,000	1/7,000	1/5,000	12	6(+21)**	15
Gymnasium	1/10,000	1/34,000	1/25,000	2	0	(2)
Community Center	No Standard	1/20,000	1/20,000	3	0	(3)
Swimming Pool	1/20,000	1/34,000	1/27,000	2	2***	(2)
Senior Center	No Standard	1/60,000	1/60,000	1	1****	0

NRPA: National Recreation and Parks Association
Recreation standards are expressed in facilities per population.
**Football fields in Montebello are overlain on ballfields.*
***Tennis courts at city school site are available for public use.*
****Both city swimming pools are dilapidated and in need of replacement.*
*****The Senior Center us currently inadequate and requires expansion.*

2.6 DEMOGRAPHIC PROFILE

Gaining a clear understanding of the existing and projected demographic character of the City is an important component of the planning process for the Master Plan. By analyzing population data, trends emerge that can inform decision making and resource allocation strategies for the provision of public parks, recreation amenities, and open spaces. For example, if the population of young children was steadily on the rise and existing public recreation facilities for young children, such as playgrounds, were barely meeting existing user demand; then the City may want to consider targeting investments to meet the increasing needs of this growing segment of the population.

Key areas were analyzed to identify current demographic statistics and trends that impact the planning and provision of public parks and recreation services in Montebello. Community characteristics analyzed and discussed consist of:

- existing and projected total population;
- age distribution;
- racial and ethnic character;
- household information;

A demographic profile was completed using the most current data available (December 2018) the U.S. Census Bureau data and U.S. Census Bureau's American Community Survey. A summary of demographic highlights is noted in the next page, followed by a more detailed demographic analysis.

The estimated median age of Montebello's residents is 35.7, similar to the median age of California residents(36.4) and that of the United States (38.5). The median age is expected to increase over time for the City. The median household income in Montebello in 2020 was $56,502, lower than the State of California ($77,500) and the United States (62,203).

Montebello's 2020 estimated population is 63,833, a slight increase from the 2010 census count of 62,500. The average annual growth rate between 2010 and 2020 was 2.1 percent, higher than the growth rate of California (0.61%) and the United States (0.75%). The population is fairly evenly split between female (51.3%) and male (48.7%) residents. The population of California and the United States are also roughly evenly divided between both genders.

The racial and ethnic make-up of Montebello is 80.3% Hispanic or Latino, 11.5% Asian alone, 52.9% White alone, 3.8% two or more races, 0.8% Black or African American alone, 0.9% American Indian or Alaska native alone and 30% other race.

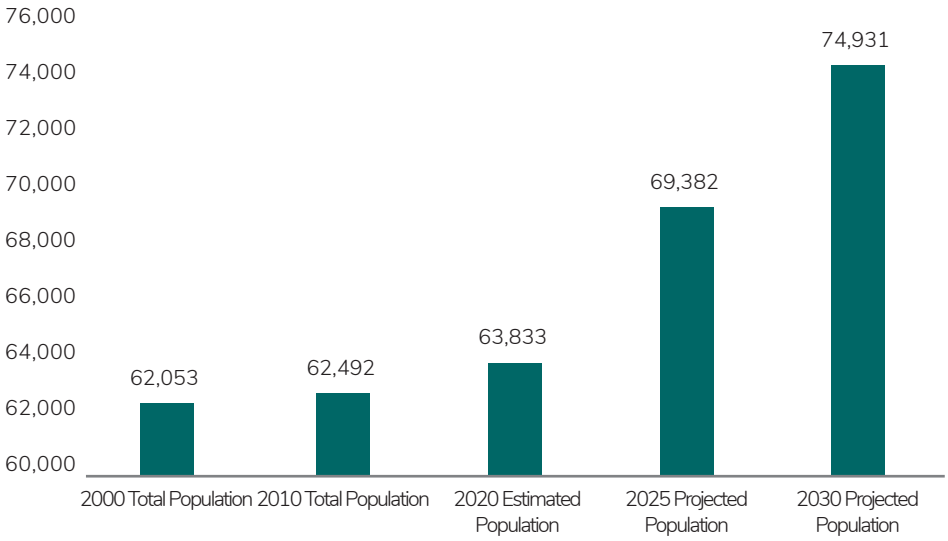
MONTEBELLO DEMOGRAPHIC PROFILE

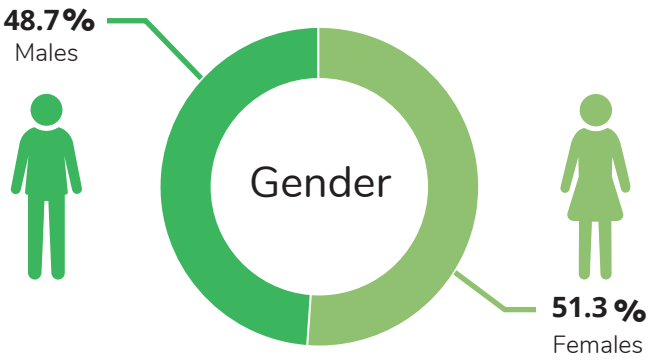
63,275
Population

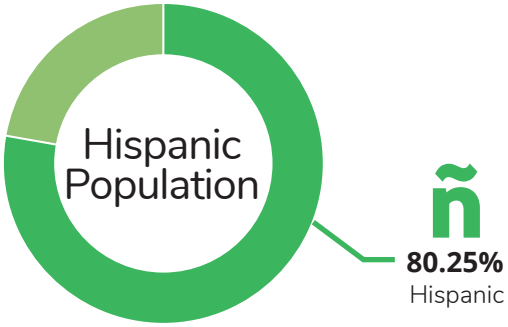
35.7
Median Age

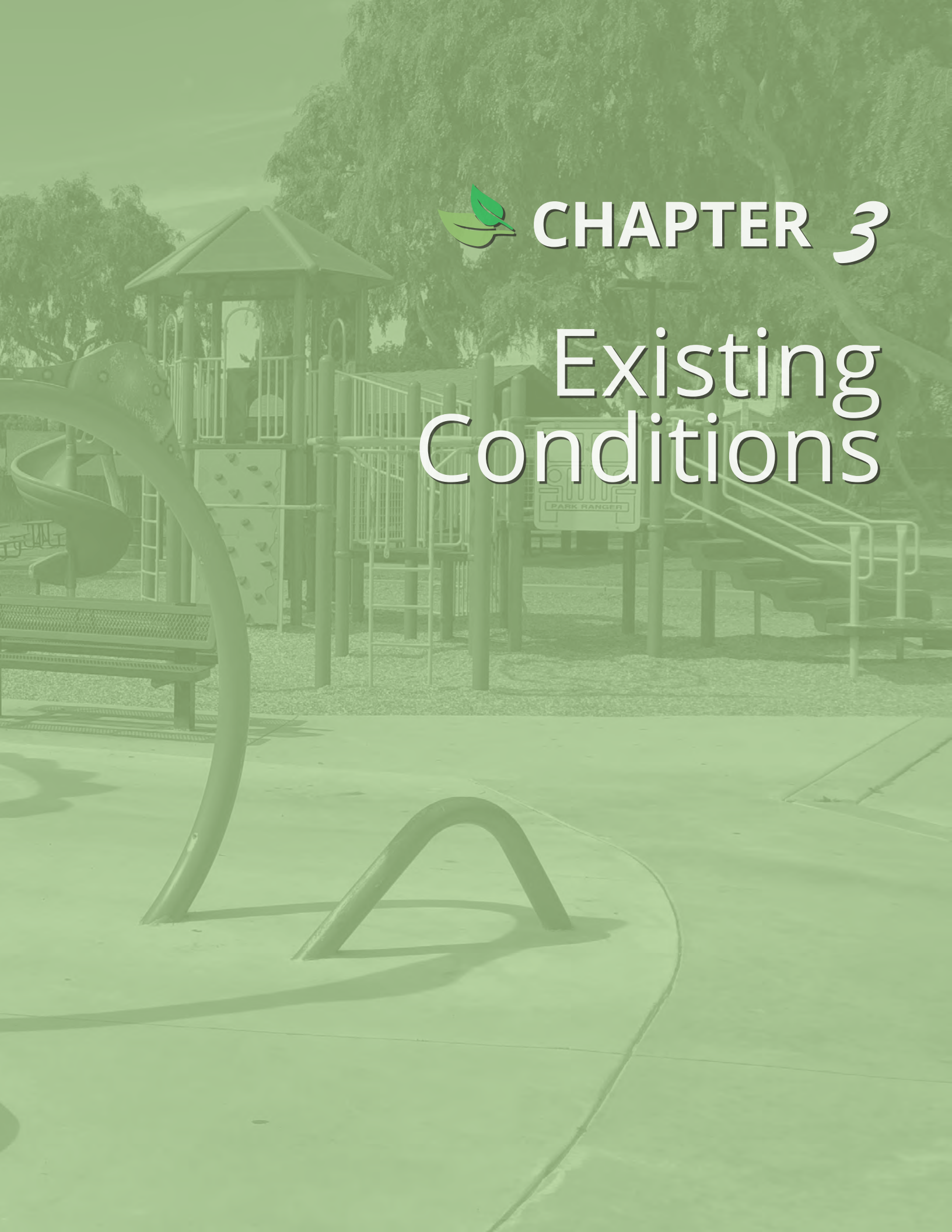
$57,369
Median Income

20,444
Housing Units









CHAPTER 3

Existing Conditions

3.1 EXISTING CITY PARKS AND RECREATION FACILITIES

The City of Montebello prides itself on providing ample high-quality parks and recreation facilities to its citizens. The parks and recreation facility inventory shows that a broad range of passive and active opportunities exist throughout the City. The City of Montebello currently has approximately 125 acres of parkland. This includes 40 acres of mini and neighborhood parks, 39 acres of community parks and centers, and 46 acres of special use and regional park facilities. Please see Figure 3-1 for a map of the existing parks and Table 3-1 for a listing of the park categories and acres.

The current park amenities are analyzed against a ratio of park/recreation amenity per population, typically shown per 1,000 population. Local agencies can adopt their own standards, but often agencies tend to look toward national or regional standards. The park acreage standard was developed as part of the general plan in the Parks and Recreation Element. Recreation facility metrics were developed based on national and regional averages but were tailored to the City of Montebello based on input and local demographics.

TABLE 3-1: Park Category

Park Category	Size	Acres
Mini Parks	< 2 acres	3.05
Neighborhood Park	<2- 8 acres	37.45
Community Parks + Center	> 8 acres	38.70
Special Use + Regional Park		45.86
Total		**125.06**

Acuna Park (6.23 Acres)
0.84 park acres per 1,000

Ashiya Park (7.93 Acres)
1.01 park acres per 1,000

Bicknell Park (5.88 Acres)
3.84 park acres per 1,000

Chet Holifield Park (6.23 Acres)
0.7 park acres per 1,000

Dutcher Tot Lot (0.04 Acres)
0.03 park acres per 1,000

Grant Rea Park (21.80 Acres)
4.64 park acres per 1,000

Montebello City Park (16.53 Acres)
1.3 park acres per 1,000

Montebello Golf Course (45.61)*

Northridge Mini Park (0.26 Acres)
0.05 park acres per 1,000

Potrero Heights Park (1.26 Acres)
1.21 park acres per 1,000

Reggie Rodriguez Park (7.6 Acres)
1.27 park acres per 1,000

Sanchez Adobe Park (1.14 Acres)*

Taylor Ranch Park (3.59 Acres)
0.39 park acres per 1,000

Catherine Hensel Youth Center (0.36 Acres)*

George Hensel Aquatic Center (0.20 Acres)*

Grant Rea Recreation Building (0.1 Acres)*

Holifield Recreation Center (0.07 Acres)*

Potrero Heights Community Center (0.37 Acres)*

Reggie Rodriguez Community Center (0.10 Acres)*

Sanchez Adobe Museum (0.25)*

*Note: Special use facilities do not include park per thousand standard in above list

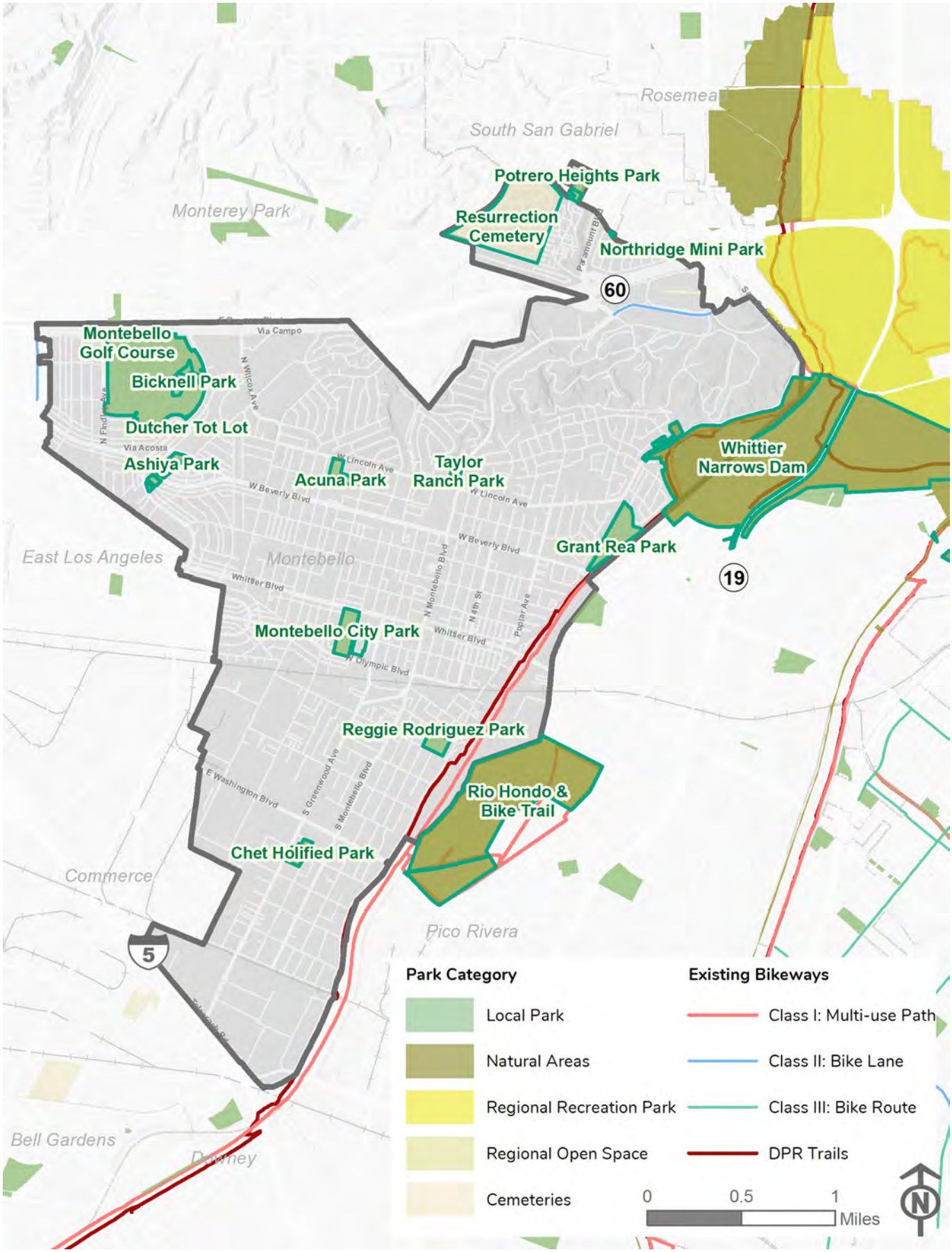


FIGURE 3-1: Existing Parks

3.2 PARK CLASSIFICATIONS

This Master Plan suggests the classification of parks into five categories: Community Centers, Community Parks, Neighborhood Parks, Mini Parks, and Special Use Parks. These categories are based on park acreage and NRPA averages. Table 3-2 breaks down the park type and the typical parkshed distance and walk, bike, and drive time. See Table 3-3 to see the classification of each Montebello park and its acreage.



TABLE 3-2: Park Type

Park Type	Parkshed Distance	Assumed Speed	Parkshed Defined by Primary Mode of Travel in Minutes
Mini/neighborhood Park	0.5 mile	2.5 mph (with signalized crossings slowing to 2 mph)	15 minute walk
Community + Special Park	1 mile	15 mph (12 mph with signals)	5 minute bike
Regional Park / Open Space	2.5 mile	35 mph (30 mph with signals & parking)	5 minute drive

TABLE 3-3: Park Acreage and Type

ID	Park Name	Acre	Park Type
1	Acuna Park	6.23	Neighborhood Park
2	Ashiya Park	7.93	Neighborhood Park
3	Bicknell Park	5.88	Neighborhood Park
4	Chet Holified Park	6.23	Neighborhood Park
5	Dutcher Tot Lot	0.04	Mini Park
6	Grant Rea Park	21.80	Community Park
7	Montebello City Park	16.53	Community Park + Center
8	Montebello Golf Course *	45.61	Special Use Facility
9	Northridge Mini Park	0.26	Mini Park
10	Potrero Heights Park	1.62	Mini Park
11	Reggie Rodriguez Park	7.60	Neighborhood Park
12	Sanchez Adobe Park	1.14	Mini Park
13	Taylor Ranch Park	3.59	Neighborhood Park
14	Catherine Hensel Youth Center	0.36	Community Center
15	George Hensel Aquatic Center	0.20	Community Center
16	Grant Rea Recreation Building	0.10	Community Center
17	Holifield Recreation Center	0.07	Community Center
18	Potrero Heights Community Center	0.37	Community Center
19	Reggie Rodriguez Community Center	0.10	Community Center
20	Sanchez Adobe Museum	0.25	Special Use Facility
	TOTAL	**125.91**	

** Only greens, driving range, clubhouse and parking counted*

3.2.1 MINI-PARK

A mini-park is characterized by its small size and specialized features that serve a small local area or a specific segment of the population, such as children or senior citizens. The following standards apply to mini or pocket parks:

- 2 acres or less.
- Serves residents within a 15-minute walkshed.
- Located near housing and/or other activity centers in the immediate neighborhood.
- Facilities include children's play areas and equipment, exercise and fitness areas, outdoor seating and picnic areas, and plazas.

3.2.2 NEIGHBORHOOD PARK

Neighborhood parks serve nearby residential neighborhoods with recreation facilities for all age groups. The following standards apply to neighborhood parks:

- Less than 10 acres.
- Serve nearby residents within a 15-minute walkshed.
- Easily accessible to the surrounding neighborhood population through safe pedestrian and bicycle access.
- Facilities include playgrounds and associated equipment, picnic tables, open undeveloped areas, lawns or grassy areas for field games, and benches.

They generally do not include citywide facilities like gyms or pools. Neighborhood parks do not require on-site parking, although they may be provided.



2 acre or less



Within 15-min walk



Located near housing and/or other activity centers



Includes children's play areas and equipment, exercise and fitness areas, outdoor seating and picnic areas, and plaza



Less than 10 acres



Within 15-min walk



Easily accessible through safe pedestrian and bicycle access.



Includes playgrounds picnic tables, open undeveloped areas, lawns or grassy areas for field games, and benches

3.2.3 COMMUNITY PARK

Community Parks include developed areas suited for active recreational activities, large natural areas suited for passive outdoor recreation, or a combination of both. These parks may contain special amenities, facilities, or features that attract people from throughout the surrounding community. The following standards apply to community parks:

- 10 acres or more; and
- Serves local residents within a 15 minute walk and community residents in a 5 minute drive; and
- Active facilities include a range of formal and informal athletic fields, tennis courts, play areas, developed picnic areas, and gathering spaces; and
- On-site parking and restroom facilities are provided.



10 acres or more



Within 5- min drive & 15-min walk



Includes both active and passive facilities



On-site parking and restroom facilities may be provided

3.2.4 COMMUNITY CENTER

Community Centers are community buildings that serve all ages and provide a wide range of activities for the community at large. The following standards apply to community centers:

- Serves local residents within a 15 minute walk and community residents in a 5 minute drive
- These facilities provide accommodations for special events, recreation programs, offices, and community services
- On-site parking and restroom facilities may be provided



Within 5- min drive & 15-min walk



On-site parking and restroom facilities may be provided



Includes accommodations for special events, recreation programs, offices, and community services

3.2.5 REGIONAL PARK

Regional Parks (often natural resource pased parks) are parks that are larger than 30 acres, serving the region, and provide a range of activities including passive and active recreation opportunities and often include open space, cultural, and/or natural resources. The following standards apply for regional parks:

- 30 or more acres; and
- Pull visitors from throughout the city and region; and
- Balance of passive and active activities focused on the natural resources and context of the park; and
- Often includes natural, visual, and cultural resources.

3.2.6 SPECIAL USE FACILITY

Special Use Facilities are open spaces in the community that serves the community and the local broader neighborhood. In Montebello, the Montebello Golf Course and the Adobe Sanchez Museum are classified as a special use facility since they provide specalized uses or educational opportunities for the community. Other Special Use Facilities can include schools, adjacent regional parks and recreation facilities, and private recreation facilities.

To classify a school as a special use facility, the City must establish a joint-use agreement with the school district. A joint use agreement would allow the school districts and the City to cooperate to improve facilities and organize, promote, and conduct recreation and education programs for children and adults. If any joint-use school agreement is reached, future plans may count the schools' recreation areas at 50 percent due to the limited amount of time the general public can access them.

Parks, open spaces, and facilities outside of, but adjacent to Montebello include Whittier Narrows, Bosque Del Rio Hondo, Legg Lake, Rio Hondo Park, and Veterans Memorial Park. These facilities lie within the sphere of influence (.5 miles from the City border) and residents of Montebello may use these spaces based on proximity and convenience.

Private recreational facilities include places like Montebello-Commerce YMCA which provides recreational activities that serve the community. Private recreational facilities may also include homeowners association (HOA) parks and amenities which may serve the residents within the HOA neighborhood.



HOA pool and tennis courts



3.3 SCHOOL FACILITIES & OTHER PARKS AND RECREATION FACILITIES OPEN TO THE PUBLIC

The Montebello Unified School District operates eleven schools within the City of Montebello. This includes five elementary schools, two intermediate schools, two high schools, an applied technology center, and a continuation high school. All the schools in the City account for over 100 facilities. These facilities sit vacant during much of the year when school is not in session, allowing for shared facility use if a joint use agreement (JUA) or memorandum of use (MOU) is established. Currently, the City does not have a strong JUA or MOU. Table 3-4 lists all the schools and their amenities that could be available for the public to use. Figure 3-2 shows the Montebello schools and their proximity to parks. The City also has a total of 6 tennis courts and a community pool that's located on the northern end of the City that are located in a private HOA development. These facilities courts are located off of Solano Circle and Taylor Ave; Adelita St.; and Rio Blanco St. Additionally, there's a YMCA community center located on the corner of 20th Street and Beverly Blvd which has a swimming pool and other recreational features.

TABLE 3-4: Montebello School Amenities

Citywide Inventory of Outdoor Recreation Assets at Schools		SUM	Freemont Elementary (Montebello Unified) 1	Greenwood Elementary (Montebello Unified) 2	La Merced Elementary (Montebello Unified) 3	Washington Elementary (Montebello Unified) 4	Wilcox Elementary (Montebello Unified) 5	Eastmont Intermediate (Montebello Unified) 6	La Merced Intermediate (Montebello Unified) 7	Applied Technology Center (Montebello Unified) 8	Montebello High School (Montebello Unified) 9	Schurr High School (Montebello Unified) 10	Vail High School - Continuation (Montebello Unified) 11
School Gross Acreage		152.0	3.7	8.7	17.0	7.0	6.7	17.4	10.2	14.6	28.2	36.7	2.0
Assets List in Quantities													
Indoor	Gymnasium / Rec Center	1									1		
	Performance Amphitheaters	2							1			1	
Outdoor Park & Rec Facilities	Basketball Courts	44	2	1	3	4	2	6	11	3	6	6	1
	Community Gardens	0											
	Diamond Fields: Baseball (Adult - 230'+)**	2									1	1	
	Diamond Fields: Baseball (Youth - <230')**	0											
	Diamond Fields: Softball (Adult - 200'+)**	2									1	1	
	Diamond Fields: Softball (Youth - <200')**	0											
	Multi-Purpose Court****	6	1	1	1	1	1		1				
	Multi-Purpose Field*	8	1	1		1	1	1	1		1	1	
	Football	3						1			1	1	
	*Soccer (Adult U14+)**	3							1		1	1	
	*Soccer (Youth U6-12)**	7	1	1		1	1	1	2				
	*Baseball (Adult - 230'+)**	0											
	*Baseball (Youth - <230')**	0											
	*Softball (Adult - 200'+)**	1										1	
	*Softball (Youth - <200')**	3		1			2						
	Playgrounds (age 6-12)	7	2	1	1	2	1						
	Playgrounds (tot lot / age 2-5)	4	1	1	1	1							
	Rectangular Soccer (Adult U14+)**	3	0	0	0	0	0	0	1	0	1	1	0
	Rectangular Soccer (Youth U6-12)**	7	1	1	0	1	1	1	2	0	0	0	0
	Swimming pool	2									1	1	
	Tennis Courts	19			3						8	8	
	Volleyball	1								1			
Linear	Pedestrian Trails - miles	1.00						0.25			0.25	0.25	0.25
	Bicycle Trails - miles	0											

Notes:

** Indicates a shared facility with seasonal use - point included in single purpose facilities*

*** Indicates a single purpose facility, number includes shared facilities*

**** May count some of the tennis courts if facility is shared*

***** May include handball, four square, hop scotch, etc.*

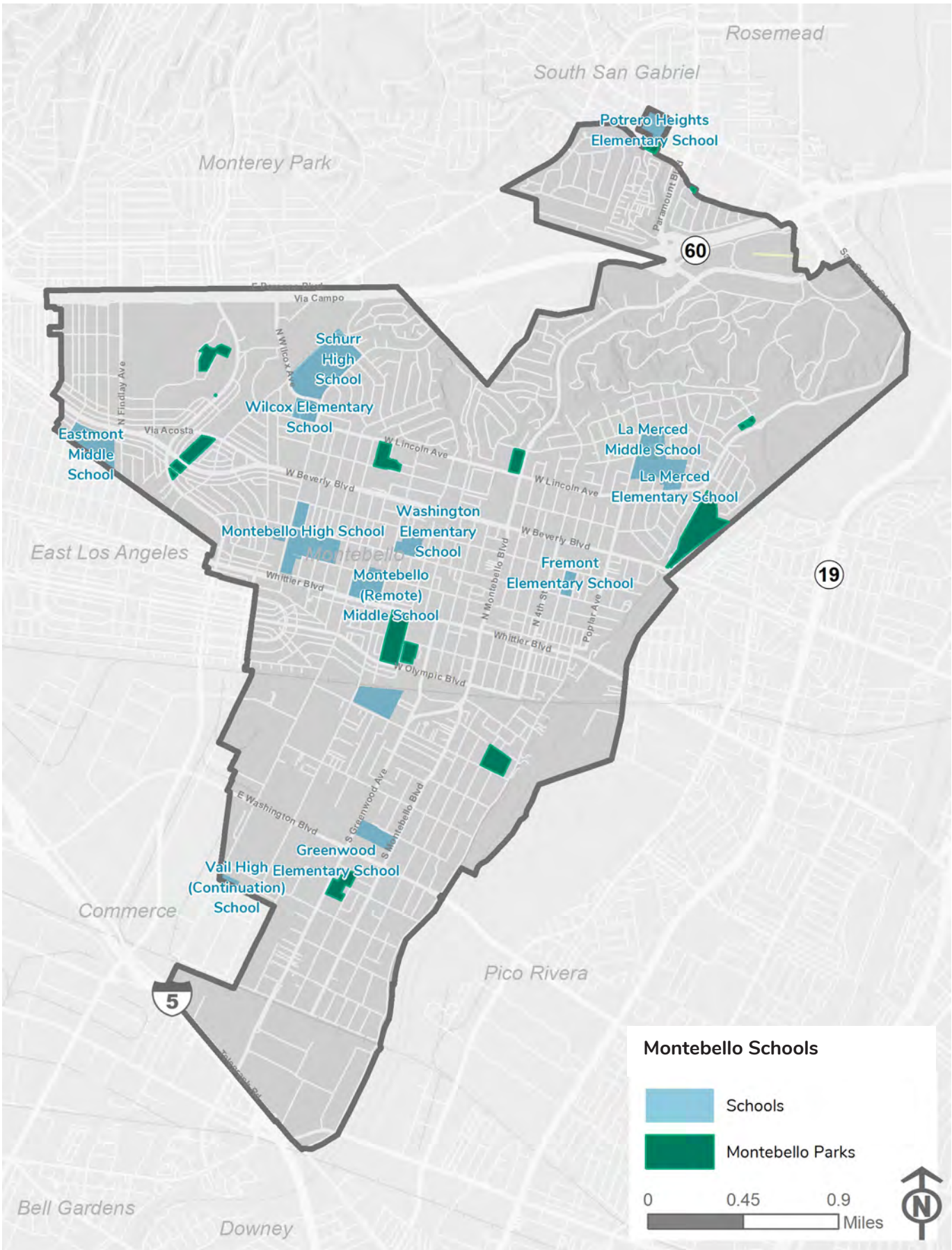


FIGURE 3–2: Montebello Schools

3.4 LEVEL OF SERVICE

Level of Service (LOS) within the context of park planning is a measurement to evaluate how parks, open spaces, and facilities serve the given community. A LOS analysis is used to benchmark current conditions based on NRPA metrics and other regional metrics on park facilities. LOS is used to help direct future planning efforts based on projected population growth and future park facilities.

LOS describes how a recreation system provides residents access to recreational assets and amenities. It indicates the ability of people to connect with nature and pursue active lifestyles. It can have implications for health and wellness, the local economy, and the quality of life. Further, LOS for a park and recreation system tends to reflect community values. It is often representative of people's connection to their communities and lifestyles focused on outdoor recreation and healthy living.

3.5 POPULATION-BASED SERVICE ANALYSIS

A population-based service analysis for Montebello's park system was performed using NRPA Park Metrics from the 2020 Agency Performance Review Survey. An amenity spreadsheet was produced indicating the amenities that are located in each park. These amenities were then totaled and listed under each park. The Master Plan inventoried the City's existing recreation facilities using the Los Angeles Countywide Comprehensive Park & Recreation Needs Assessment. Table 3-5 summarizes these facilities and compares them with the National Recreation and Park Association (NRPA) guideline service level and recommended Needs Assessment standards for the City of Montebello (one facility per number of population). The calculations are based on the current population level in the City of Montebello of 63,833 according to the 2018 Census American Community Survey (ACS) 5-Year Estimates. This table also shows the existing park and sports facilities available at each park. Because private parks may not be available to the public at all times, their analysis acreage and amenities are calculated as 25%. Due to the lacking JUA/MOU agreement, the school facilities are not included in LOS analysis. According to the recommended standards, the City currently has sufficient picnic areas, pools, and recreation centers, but is deficient in most of the sports (fields and court based sports), pedestrian, and bicycle facilities.

LOS is an appropriate gauge of where deficits may be; however, this is not the only measure to view the park facilities. For instance, this national survey does not reflect regional trends in Southern California such as futsal, handball, pelota mixteca, and other adventure type sports such as obstacle courses, climbing walls, rope courses, bouldering, pump tracks, and adventure playgrounds. As such, an additional lens should be applied to capture the community's priorities, needs, and impressions on the current park system. This should be used in addition to the population-based level of service analysis can provide a good indication of the future park needs. The needs will be further discussed in other chapters of the report.

TABLE 3-5: Existing Level of Service

	Level of Service for 2020 Population (63,833 Est. Pop.)	Existing City Facilities	Existing Private Facilities (partially counted)	School Facilities (not counted)	Total Existing Inventory		National Guideline Service Level (1/# pop)	Recommended City Standard (1/# pop)	Total Facilities Needed	Total Surplus / Deficit
Indoor Rec. Facilities	Rec Center	3	1	1	**3.3**		40,900	41,000	1.6	**1.7**
	Community Centers	1	0	0	**1.0**		42,490	42,000	1.5	**(0.5)**
	Senior Center	1	0	0	**1.0**		68,700	65,000	1.0	**0.0**
	Teens Center	0	0	0	**0.0**		60,270	61,000	1.0	**(1.0)**
	Performance Amphitheaters	1	0	2	**1.0**		57,304	57,000	1.1	**(0.1)**
	Nature Centers	0	0	0	**0.0**		65,000	65,000	1.0	**(1.0)**
Outdoor Park & Rec Facilities	Basketball Courts	5	0	43.5	**5.0**		8,560	8,500	7.5	**(2.5)**
	Bocce ball	0	0	0	**0.0**		6,250	6,000	10.6	**(10.6)**
	Community Gardens	0	0	0	**0.0**		50,000	50,000	1.3	**(1.3)**
	Diamond Fields: Baseball (Adult - 230'+)**	1	0	2	**3.0**		22,900	20,000	3.2	**(0.2)**
	Diamond Fields: Baseball (Youth - <230')**	1	0	0	**1.0**		7,200	7,000	9.1	**(8.1)**
	Diamond Fields: Softball (Adult - 200'+)**	2	0	2	**2.0**		15,500	15,500	4.1	**(2.1)**
	Diamond Fields: Softball (Youth - <200')**	2	0	0	**2.0**		12,000	12,000	5.3	**(3.3)**
	Dog Parks	0	0	0	**0.0**		58,000	58,000	1.1	**(1.1)**
	Multi-Purpose Field*	2	0		**2.0**		10,470	10,000	6.1	**(4.1)**
	Field Hockey / Lacrosse Field	0	0	7	**0.0**					**0.0**
	Football	0	0	0	**0.0**					**0.0**
	*Soccer (Adult U14+)**	0	0	1	**0.0**					**0.0**
	*Soccer (Youth U6-12)**	2	0	3	**2.0**					**2.0**
	*Baseball (Adult - 230'+)**	0	0	7	**0.0**					**0.0**
	*Baseball (Youth - <230')**	0	0	4	**0.0**					**0.0**
	*Softball (Adult - 200'+)**	2	0	3	**2.0**					**2.0**
	*Softball (Youth - <200')**	0	0	7	**0.0**					**0.0**
	Pickleball***	0	0	2	**0.0**		6,250	6,000	10.6	**(10.6)**
	Picnic Areas (12+people)	13	0	19	**13.0**		5,000	5,000	12.8	**0.2**
	Playgrounds (age 6-12)	8	0	1	**8.0**		3,860	3,800	16.8	**(8.8)**
	Playgrounds (tot lot / age 2-5)	4	0	1	**4.0**		11,200	8,000	8.0	**(4.0)**
	Rectangular Soccer (Adult U14+)**	0	0	0	**0.0**		16,644	16,600	3.8	**(3.8)**
	Rectangular Soccer (Youth U6-12)**	0	0	0	**0.0**		9,085	9,000	7.1	**(7.1)**
	Skate Parks	1	0	0	**1.0**		62,570	65,000	1.0	**0.0**
	Swimming pool	2	1	0	**2.3**		45,800	46,000	1.4	**0.9**
	Tennis Courts	4	6	19	**5.5**		6,250	6,000	10.6	**(5.1)**
	Volleyball	0	0	0	**0.0**		22,250	20,000	3.2	**(3.2)**
Linear	Pedestrian Trails - miles	4.12	0	0	**4.1**		2,300	5,000	12.8	**(8.6)**
	Bicycle Trails - miles	3.72	0	0	**3.7**		2,450	5,000	12.8	**(9.0)**

Notes:

** Indicates a shared facility with seasonal use - point included in single purpose facilities*

*** Indicates a single purpose facility, number includes shared facilities*

**** May count some of the tennis courts if facility is shared*

3.6 GEOGRAPHIC DISTRIBUTION ANALYSIS

A Geographic Distribution Analysis (GDA) was performed on the community parks, neighborhood parks, recreation centers, and special-use parks. A GDA examines the walktime, biketime, and drivetime to these facilities as determined by using a Geographical Information System (GIS) based parkshed analysis. Results from this analysis are displayed in Figures 3-3 and 3-4.

The park's GDA analysis takes into account the percentage of the population served by neighborhood, community, and regional parks. Instead of using a traditional 1/2 mile circle from parks that only considers a direct distance, the method deployed by the project team takes into account actual walking, driving, or biking distances that considers walking, biking and driving routes someone would use to get to these parks. This actual network method is more accurate since it puts attention on the need to improve the local network to improve access to park facilities. Standard circles are highly inaccurate in determining access for areas that have significant barriers such as freeways, highways, rivers, rail lines or steep topography. The GDA is important since it can highlight the areas that may have greater park needs and can be measured with goals that neighborhood park users live within walking or biking distance of neighborhood parks.

TABLE 3-6: Park Type Level of Service

	Existing Acres	Recommended Standard per 1000 Population	Acre per 1,000 Population 2020	Total Surplus/Deficit
Developed General Purpose Parks				
Mini and Neighborhood Parks	40.5	1.5	0.6	(0.9)
Community Parks and Center	38.7	2.5	0.6	(1.9)
All Active Parks	79.2	4	1.2	(2.8)
Special Use and Regional Park / Open Space				
Special Use Facility	45.86	6	0.7	(5.3)
Regional Park Area	978	6	15.3	9.3

TABLE 3-7: Park Distribution Level of Service

Parkshed (Service Area)	Existing 2020			
	Parkshed Acreage	% City Area Served	# Population Served	% Population Served
1/2 Mile Walkshed using 15-minute walktime (All Parks including golf course)	2,602	49%	38,197	59.8%
1/2 Mile Walkshed using 15-minute walktime (Mini/Neighborhood)	1,966	37%	28,214	44.2%
1 Mile Bikeshed assuming 5-minute ride time (Community/Special Use Parks)	2,279	43%	33,107	51.9%
Combined Parkshed	3,414	64%	48,746	76.4%

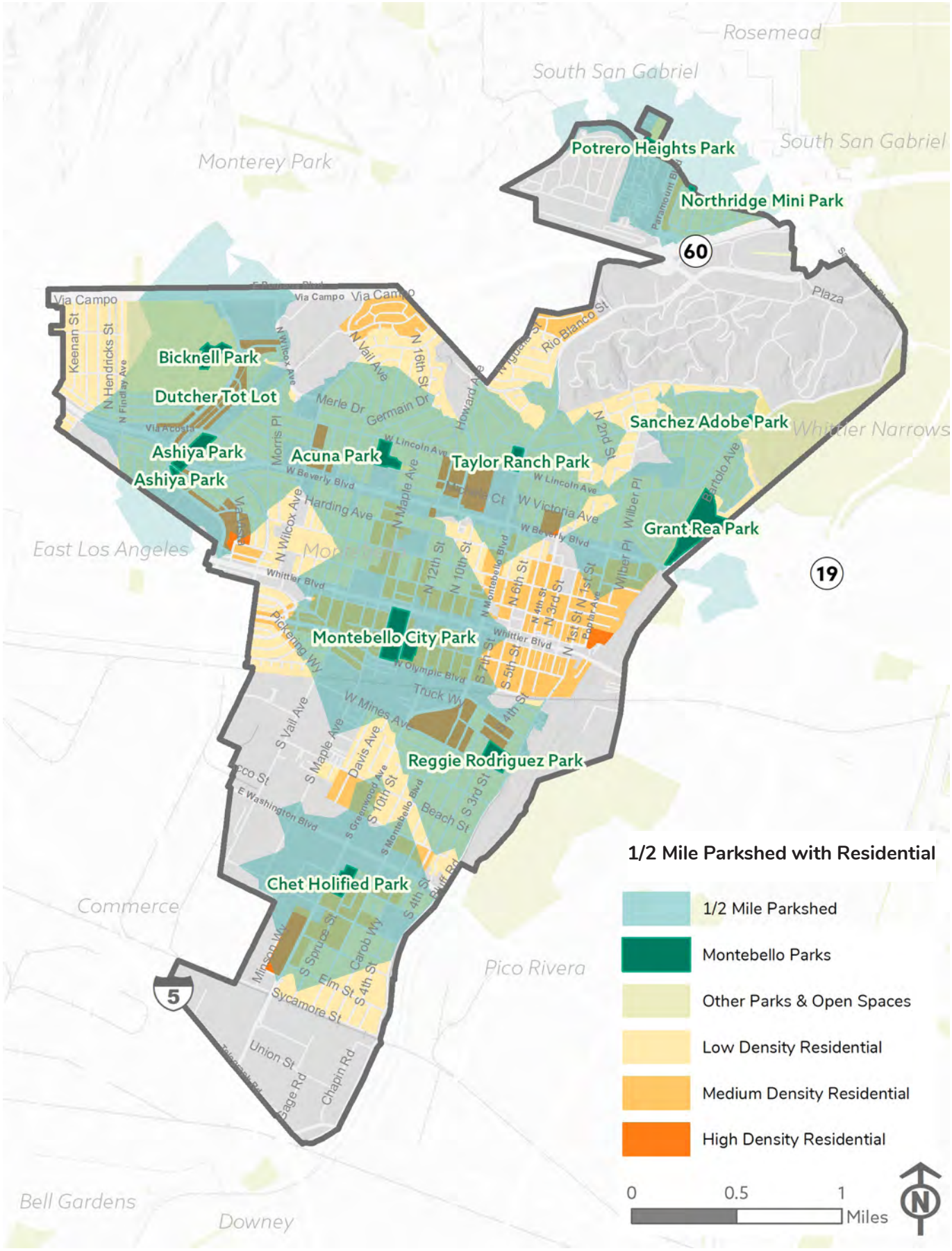


FIGURE 3-3: 1/2 Mile Parkshed with Residential

For each neighborhood park, community park, community center, special use park, and regional park, a GIS analysis was completed that generated polygons representing a 15-minute walkshed, given a walking speed of 2.5 mph (slowed to 2 mph to take into account street crossings, some with signals). The 5-minute driveshed assumed posted speed limits which tends to average 35 mph with it slowing to 30 mph average with signals and parking at each end of the trip. Resulting walkshed polygons were superimposed on the city base map to see which regions were well covered by park access and to estimate the number of residents served by park type.

Forty-four percent of residents are served by the 15-minute walkshed for the neighborhood parks, highlighting the need for additional neighborhood parks, especially north-east and east Montebello. The 5-minute bike/driveshed serves 51 percent of the community for parks, community centers, special use parks, and regional parks.

3.6.1 PARKSHEDS

There are three different parksheds used to analyze the service area a park provides to the City: walkshed, bikeshed, and driveshed. For each park type, a Geographical Information System (GIS) analysis generated a polygon representing a 15-minute walkshed (given a walking speed of 2.5 mph, slowed to 2 mph for signalized intersections) and a 5-minute driveshed (includes total travel time with approximate delay due to traffic signals and finding parking). The resulting service catchment areas were overlaid on the city base map to see which regions were well covered by park access and to estimate the number of residents served by park type. Table 3-7 is a summary of the parkshed assumptions. Populations within a 15-minute walkshed are typically covered by mini parks and neighborhood parks, whereas, populations within a 5-minute driveshed are served by community parks/centers and regional parks. Figure 3-4 displays a half-mile parkshed (typical walkshed) and residential density in Montebello to show which areas of Montebello have convenient access to parks.



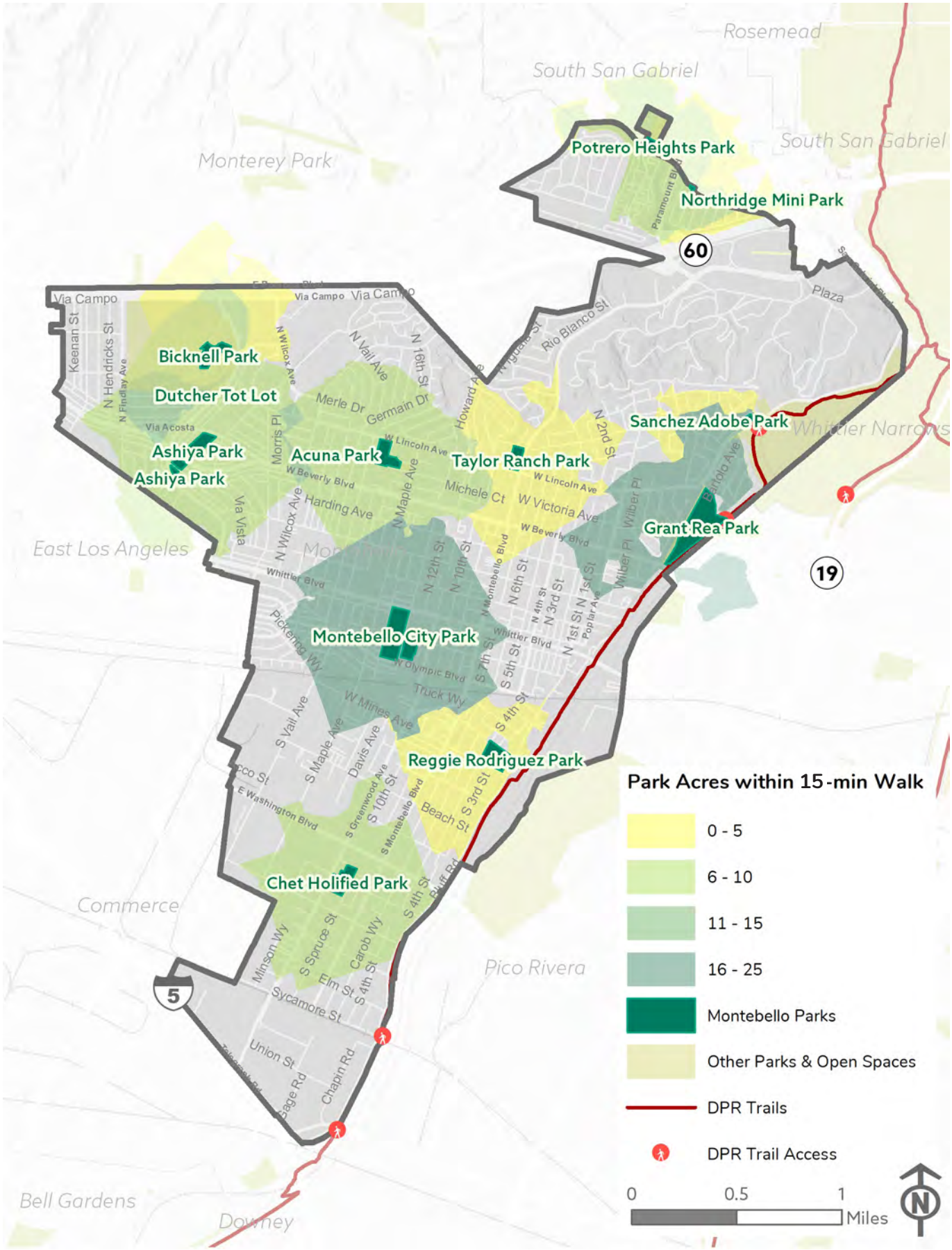


FIGURE 3-4: Park Acres within 15-minute Walk

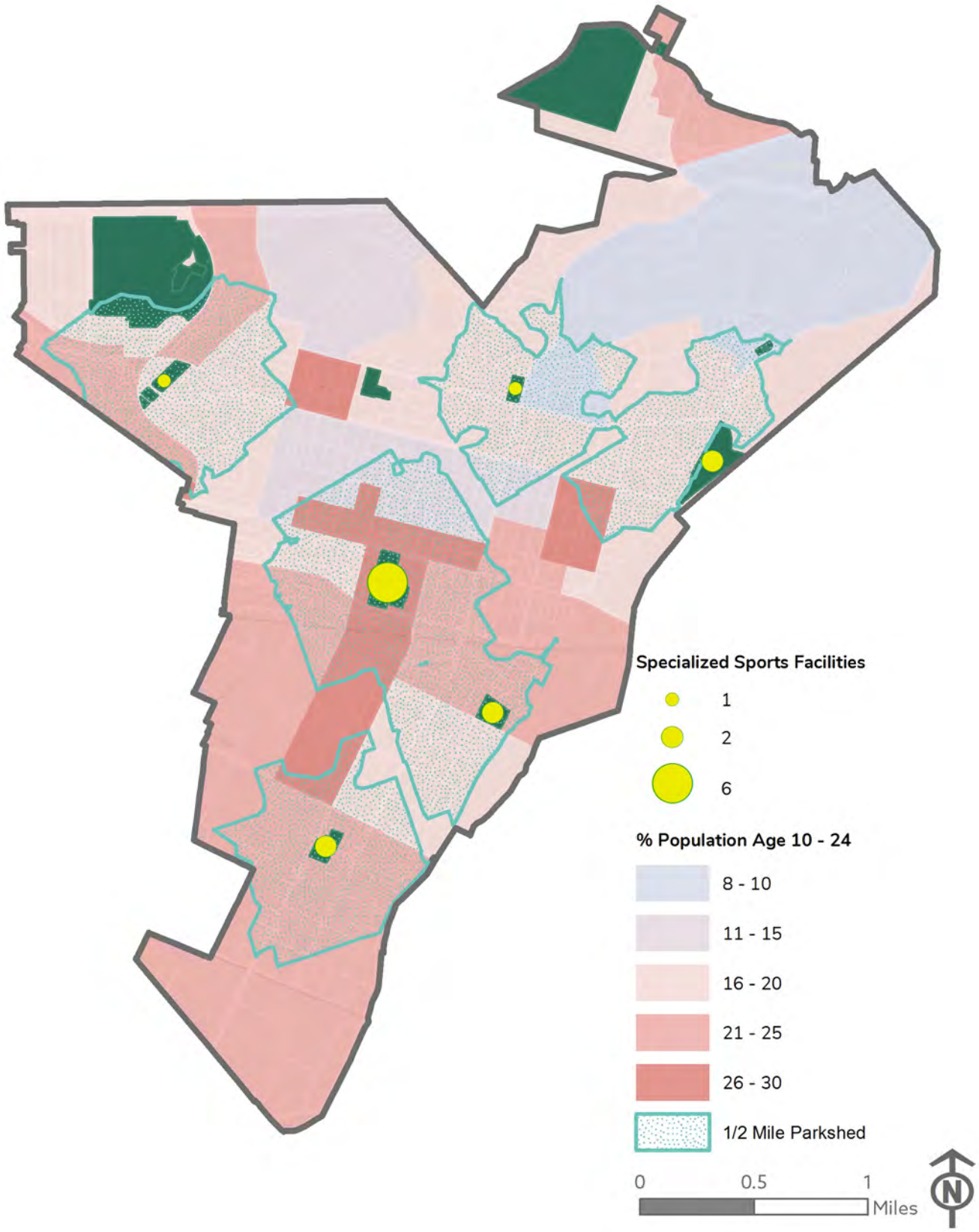


FIGURE 3-5: Population 10-24

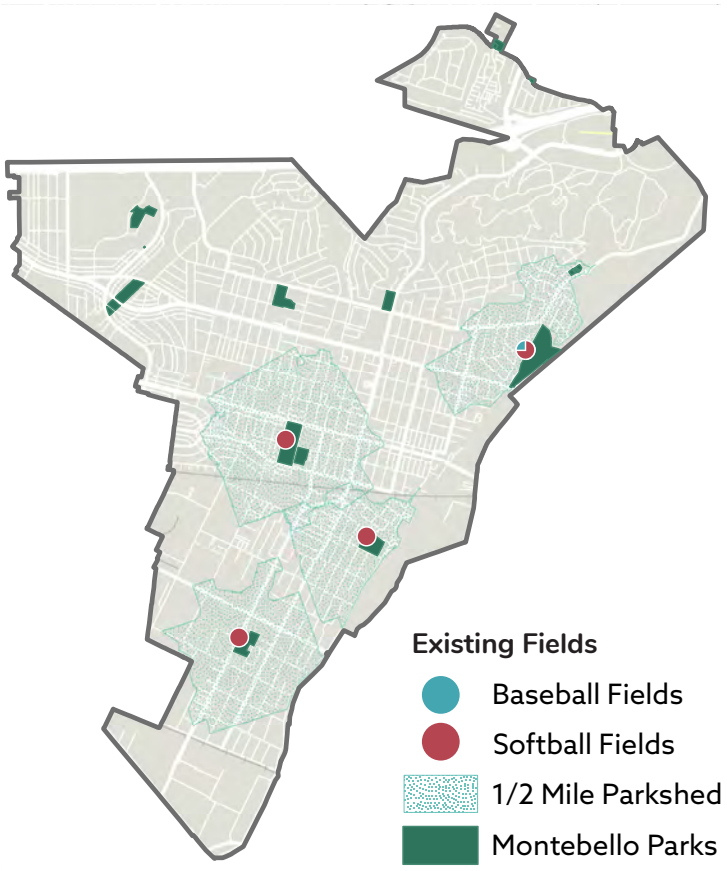


FIGURE 3-6: Field Amenities

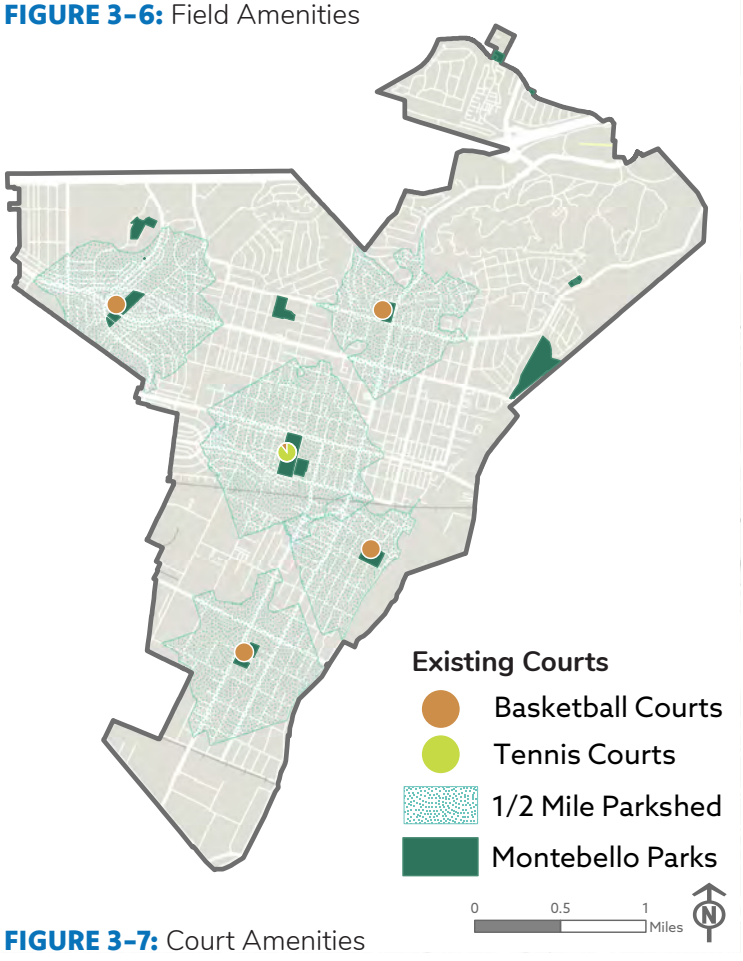


FIGURE 3-7: Court Amenities

3.6.2 AMENITIES

As shown in Table 3-5, there are many different amenities provided in the City of Montebello's park system. Figure 3-5, 3-8, and 3-9 display the percent population age of the age group that is most likely to use the specific amenity with a half-mile parkshed to show the area of the population these amenities serve. Figures 3-6 and 3-7 separate the sports facilities from Figure 3-6 to sports fields and sports courts and show the percentage of these amenities in each park.



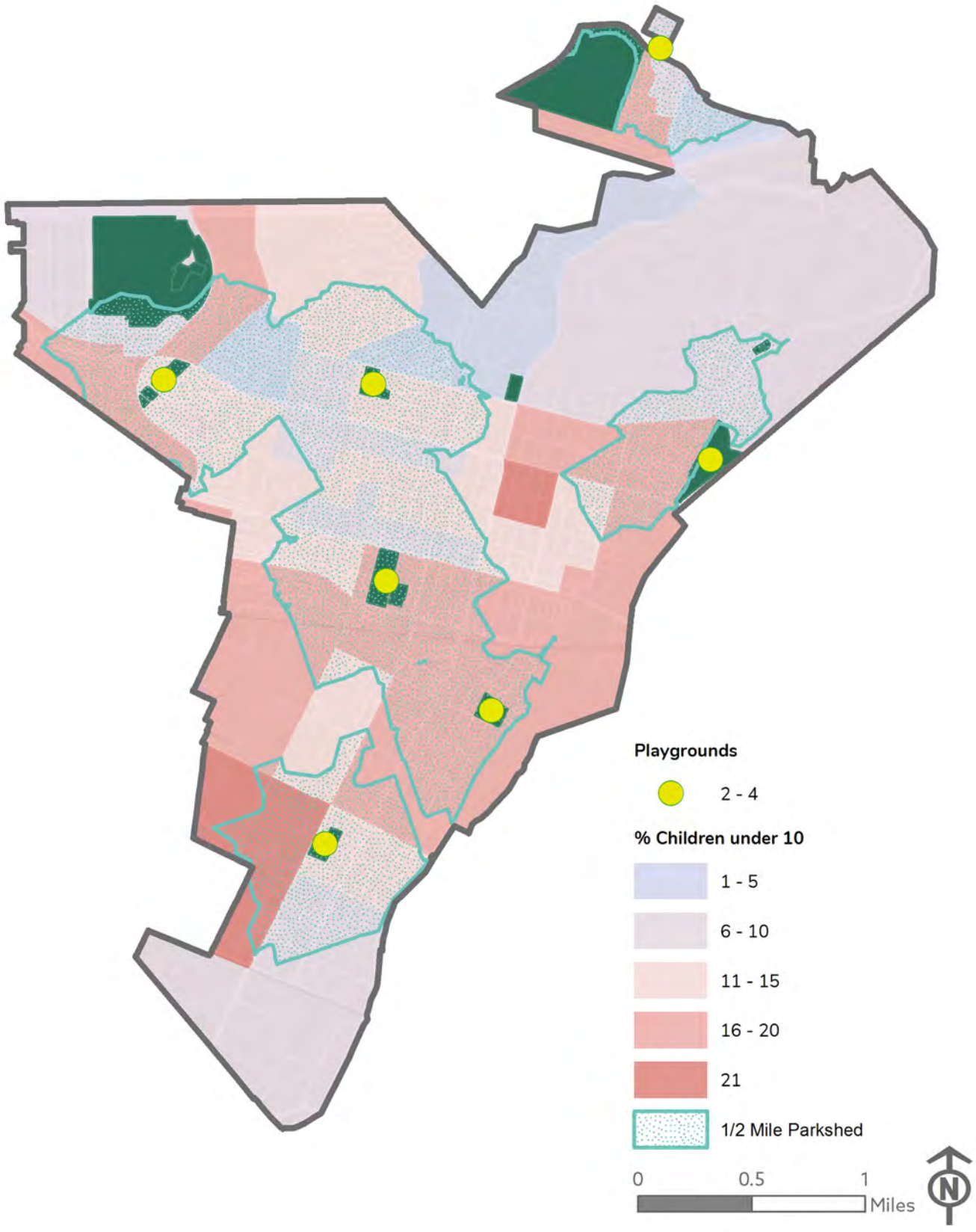


FIGURE 3–8: Population of Kids Under 10

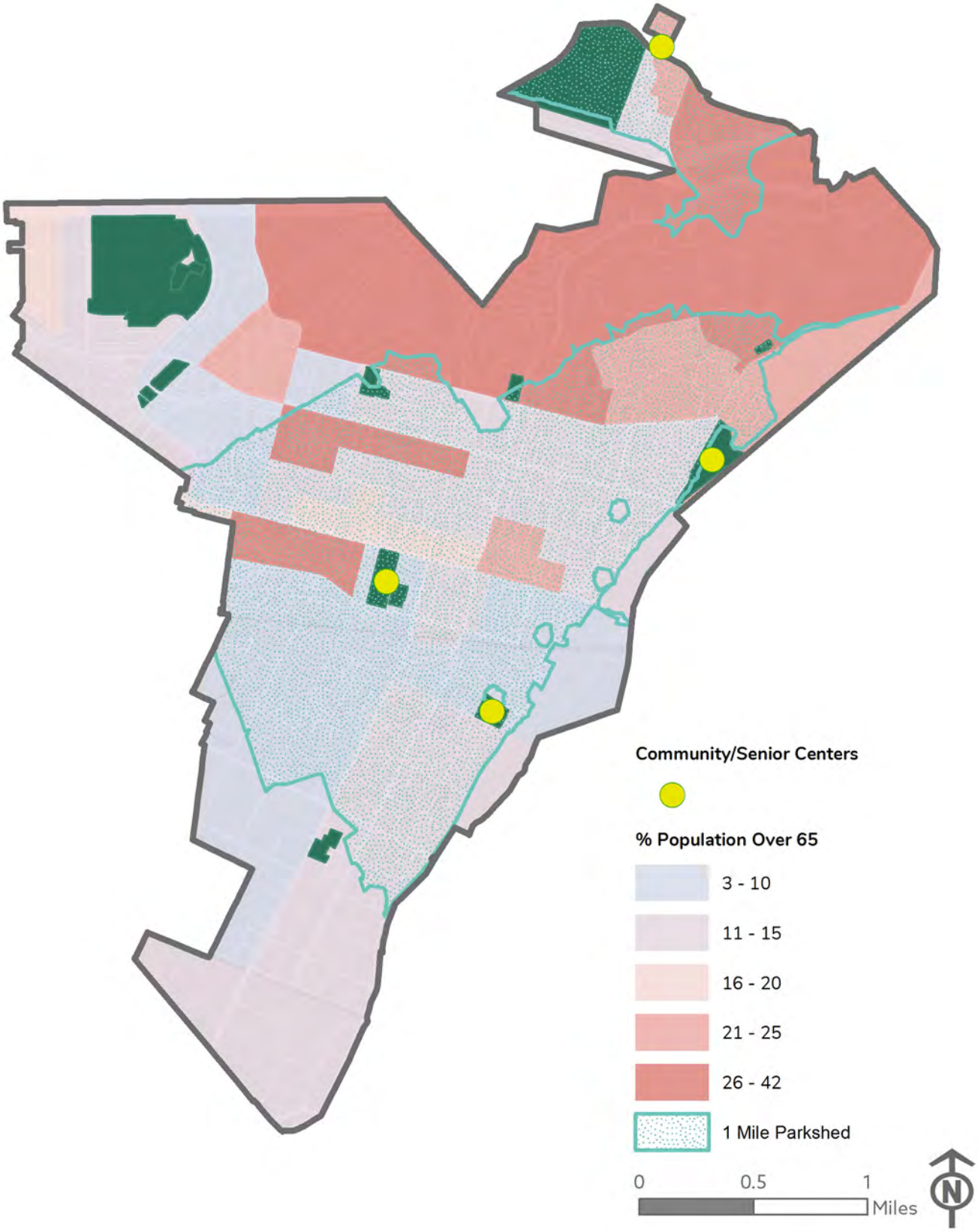


FIGURE 3-9: Population Over 65

3.7 DESCRIPTIONS OF EXISTING PARKS

Each park in the City of Montebello is listed with its current amenities and a conditions report provided by Bureau Veritas. The park's conditions are broken down into four categories: pedestrian plazas and walkways; athletic, recreational & playfield areas; special construction and demo, and sitework. Pedestrian plazas and walkways assess sidewalks, parking lots, driveways, and other specific sites at each park location. Items like playgrounds, softball fields, basketball courts are evaluated under the Athletic, Recreational & Playfield Areas. The special construction and demo category is only found at three parks: Chet Holifield, Grant Rea, and Montebello City Parks and looks at special areas like the pool areas and batting cages. The sitework category looks at the site's overall site furnishings like picnic tables and signage. Each category is then broken down into five conditions: excellent, good, fair, poor, and failed. In this section, the average of each category is shown with a breakdown of each condition rating. More detailed conditions reports analyze each aspect of the site and can be found in Appendix IV.

3.7.1 ACUNA PARK

Acuna Park is named after Montebello police officer Henry Acuna, who was killed in the line of duty. Acuna Park is a 6.2-acre neighborhood park located on Victoria Ave. The park includes amenities such as playgrounds and multi-purpose fields.

ACUNA PARK AMENITIES	
Multi-purpose	• • (2)
Playground	• (1)
Parking Spots	• • •

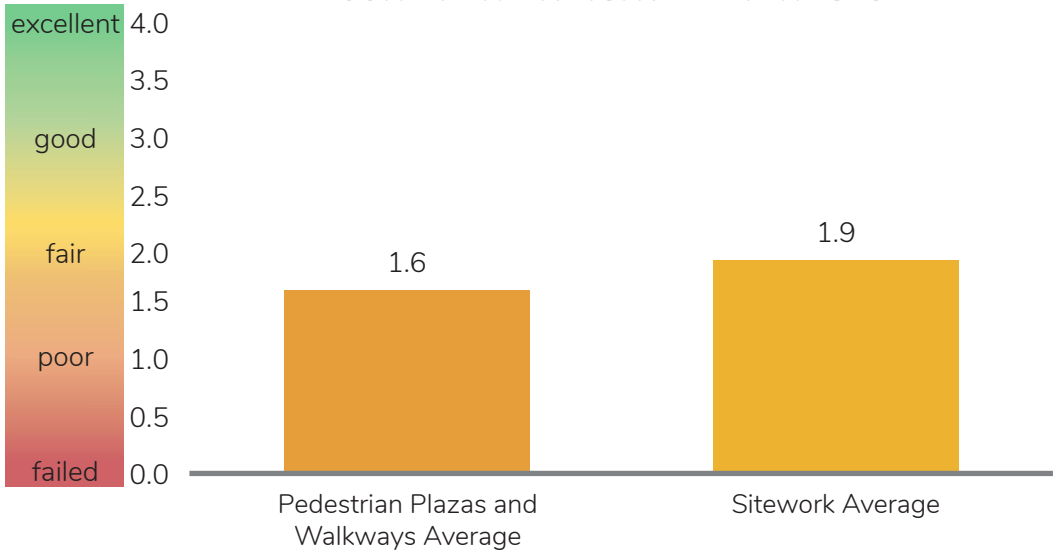


Henry Acuna Park entrance sign.



Montebello resident playing drums at Henry Acuna Park.

ACUNA PARK WEIGHTED AVERAGES



Average Condition Rating: 1.8 - fair

Pedestrian Plazas and Walkways

63% fair

38% poor

Sitework

90% fair

10% poor

3.7.2 ASHIYA PARK

Ashiya Park is named after Montebello's sister city: Ashiya, Japan. The Montebello-Ashiya Sister City Agreement is part of the "people-to-people program" started by President Dwight D. Eisenhower in 1956. Montebello's relationship with Ashiya, Japan continues to grow and flourish and will celebrate its 60th anniversary in 2021. Ashiya Park is categorized as a neighborhood park and is 7.9 acres. Amenities include sports fields, basketball courts, and playgrounds. This park is an Edison property that is under a lease agreement with the City.

ASHIYA PARK AMENITIES	
Multi-purpose	• • • • • (5)
Playground	• (1)
Sports	• (1)
Basketball	• (1)
Parking Spots	• • (2)
Restrooms	• (1)

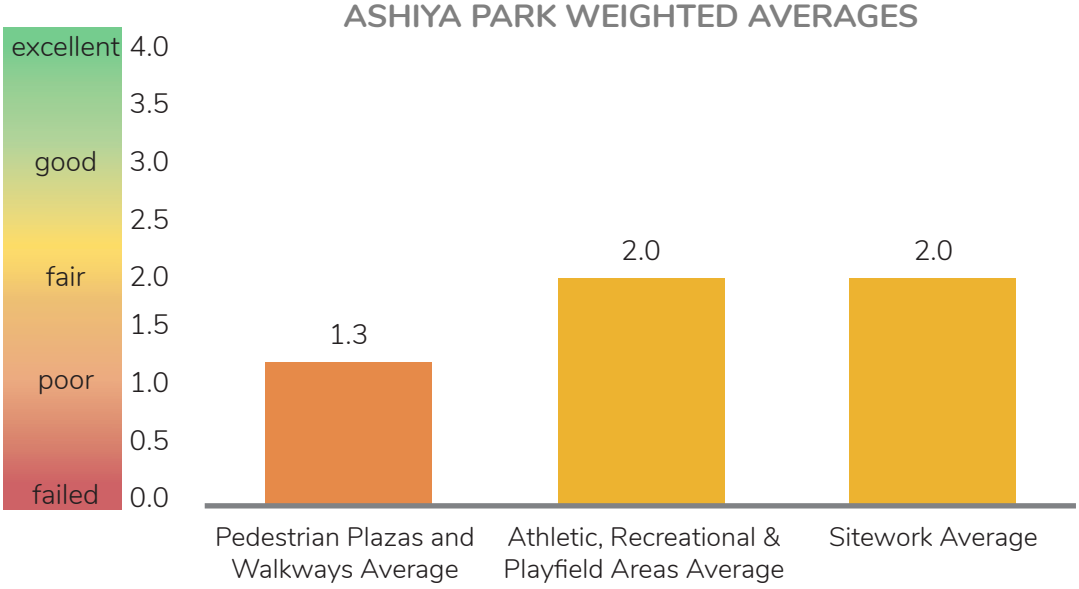


FIGURE 3-11: Map of Ashiya Park



Ashiya Park entrance sign.

ASHIYA PARK WEIGHTED AVERAGES



Average Condition Rating: 1.8 - fair

Pedestrian Plazas and Walkways

25% fair

75% poor

Athletic, Recreational & Play field Areas

100% fair

Sitework

96% fair

4% poor

3.7.3 BICKNELL PARK

Bicknell Park is a neighborhood park located within the Montebello Golf Course/ Country Club area. This 5.9-acre park is home to the Armenian Genocide Martyrs Monument commemorating Armenian Genocide victims.

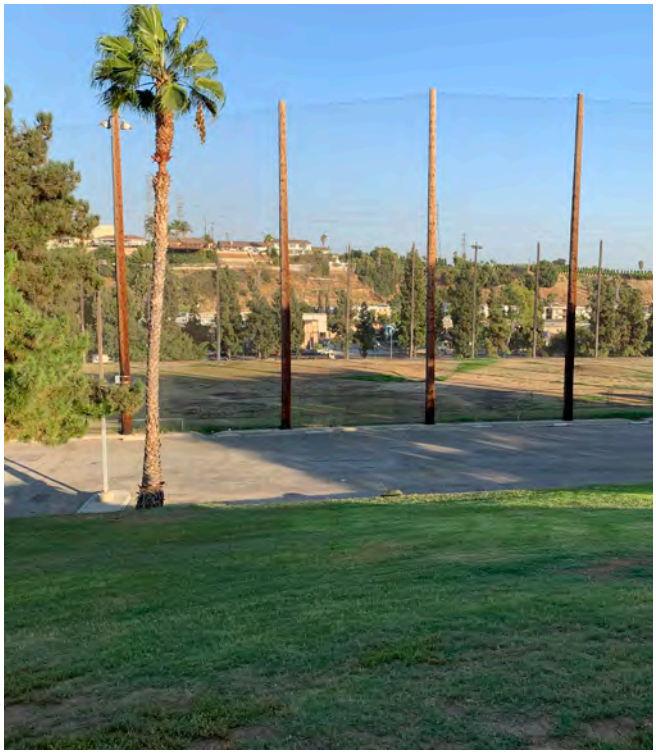
BICKNELL PARK AMENITIES	
Parking Spots	(65)
Other	Monument, Scout House



FIGURE 3-12: Map of Bicknell Park

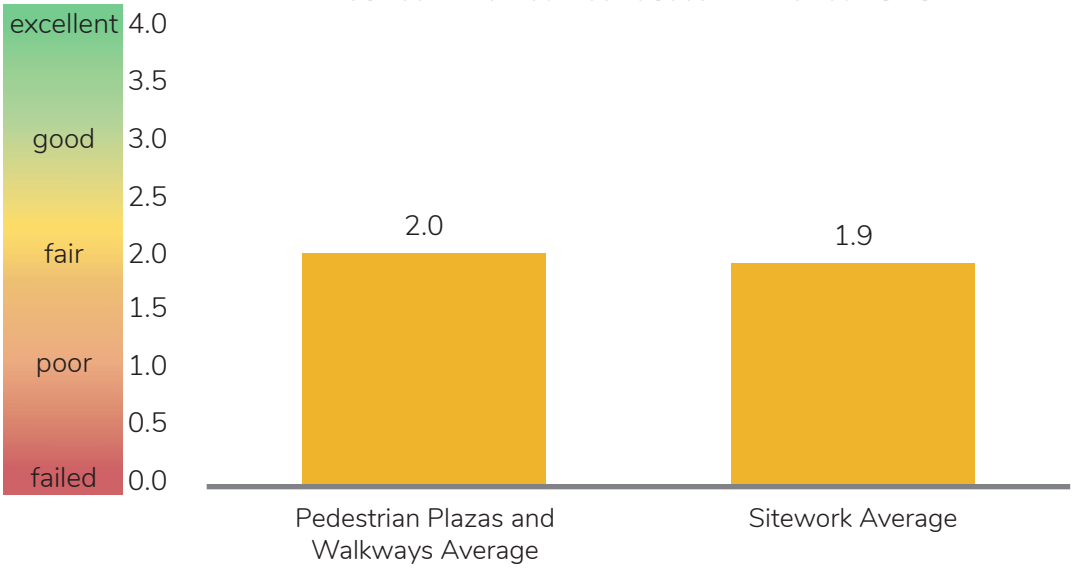


Armenian Genocide Martyrs Monument.



View from Bicknell Park into nearby Montebello Golf Course.

BICKNELL PARK WEIGHTED AVERAGES



Average Condition Rating: 2 - fair

Pedestrian Plazas and Walkways

43% good

43% fair

14% poor

Sitework

94% fair

6% poor

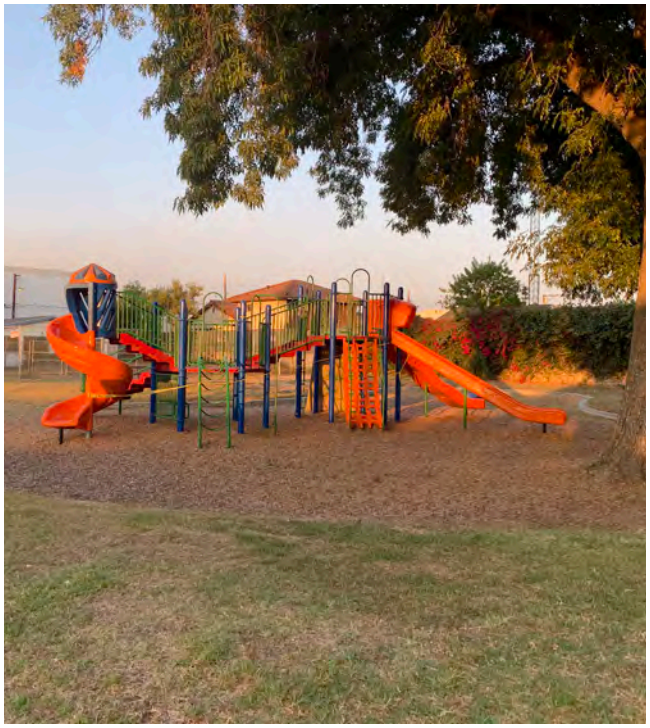
3.7.4 CHET HOLIFIELD PARK

Chet Holifield Park is named after Congressman Chet Holifield who attended public schools in Montebello in the 1920s. This park is also home to the Chet Holifield Library. As Montebello's southernmost park, this 6.2-acre neighborhood park hosts basketball courts, baseball fields, and playgrounds.



Chet Holifield Library

CHET HOLIFIELD PARK AMENITIES	
Playground	• (1)
Sports	• • (2)
Baseball	• (1)
Basketball	• (1)
Parking Spots	• • •

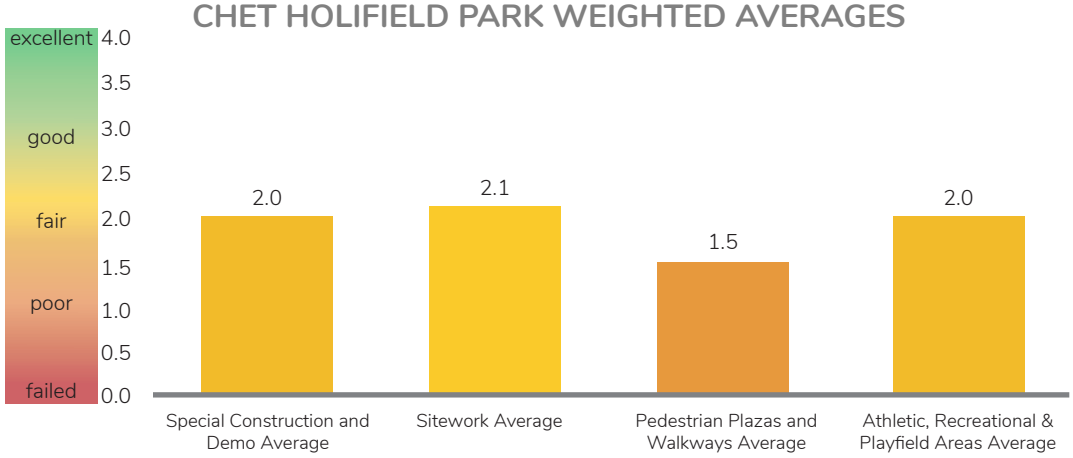


Playground at Chet Holifield Park



Baseball field with bleachers

CHET HOLIFIELD PARK WEIGHTED AVERAGES



Average Condition Rating: 1.9 - fair

Special Construction & Demo

100%
fair

Sitework

87%
fair

13%
poor

Pedestrian Plazas and Walkways

50%
fair

50%
poor

Athletic, Recreational & Play field

100%
fair

3.7.5 DUTCHER TOT LOT

This .04 acre mini-park attached to the Montebello Golf course is named after one of Montebello's mayors, John Dutcher. Currently, the lot is closed and has been overtaken by plants. There are no amenities at the Dutcher Tot Lot.

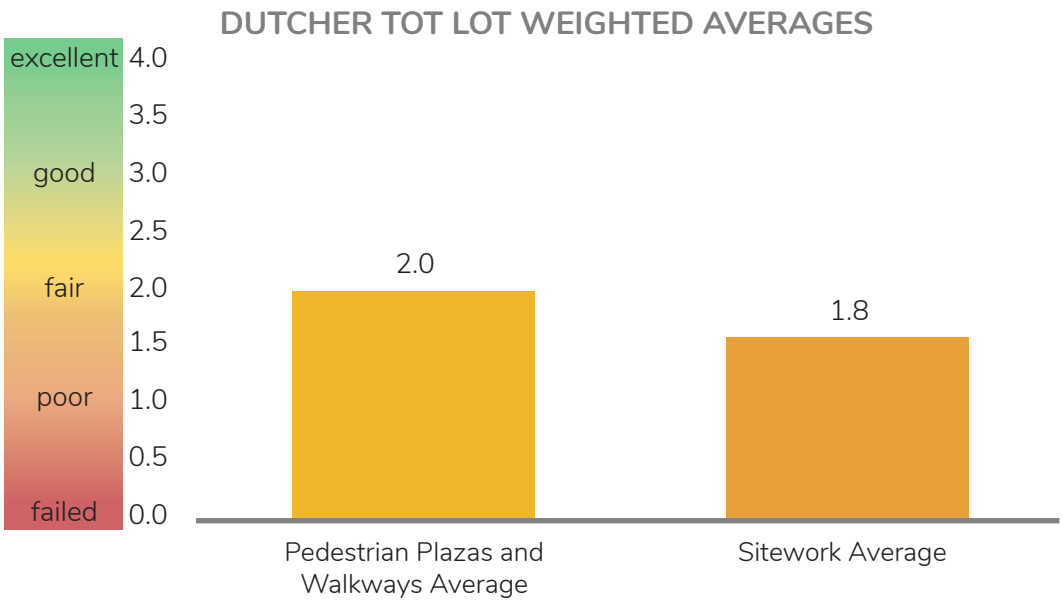
DUTCHER TOT LOT AMENITIES	
N/A	-



Entrance sign for John Dutcher Tot Lot.



FIGURE 3-14: Map of Dutcher Tot Lot



Average Condition Rating: 1.8 - fair

Pedestrian Plazas and Walkways

100%

fair

Sitework

60%

fair

40%

poor



View of Dutcher Tot Lot from across N. Garfield Avenue.

3.7.6 MONTEBELLO GOLF COURSE

The Montebello Golf Course is a total of 122.69 acres. This includes 45.61 acres which are the greens, fairways, driving range, club house and parking lots and 77.07 of natural open space which includes the roughs, hazards, water features, and other non-playable areas. The Golf Course was started in 1928 and is owned by the City.



View of Golf Course from Montebello Country Club.



Montebello Country Club at the Montebello Golf Course.

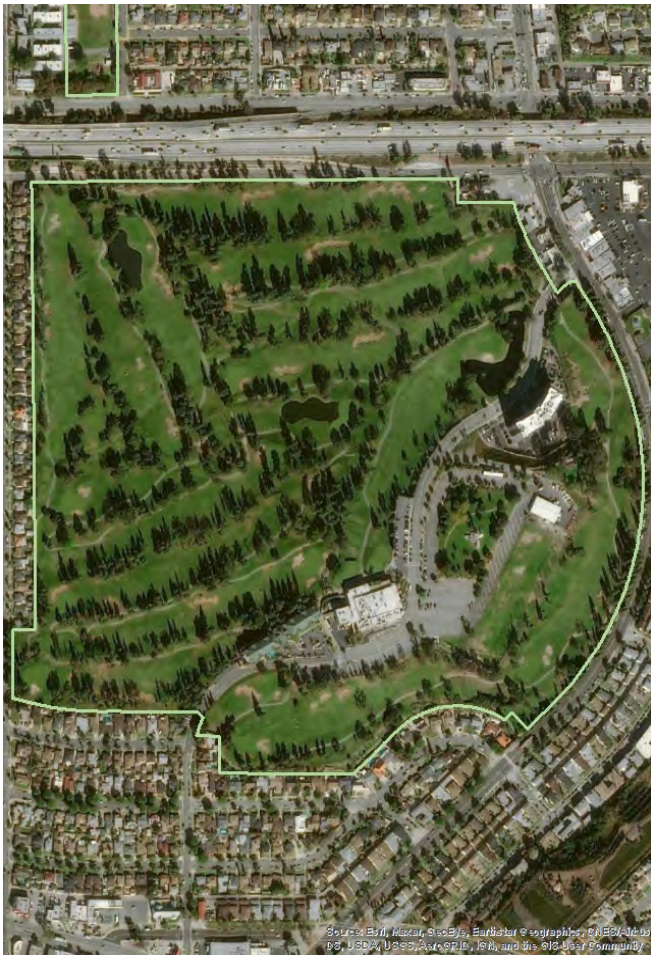


FIGURE 3-15: Map of Montebello Golf Course



View into the Montebello Golf Course.

3.7.7 GRANT REA PARK

Grant Rea Park is the largest park in Montebello at 21.8 acres, it is named after World War II hero, Lt. Grant Martel Rea. Amenities at this park include baseball and softball fields, basketball courts, playgrounds, and a recreational center. Grant Rea Park is also home to the Montebello Barnyard Zoo and miniature water park.



Montebello Barnyard Zoo petting zoo.

GRANT REA PARK AMENITIES	
Multi-purpose	• • (2)
Playground	• • (2.5)
Sports	• • (2)
Baseball	• • • (3)
Softball	• • (2)
Parking Spots	(215)
Restrooms	• • • (3)
Picnic Area	• • • • (4)
Recreation Center	• (1)
Other	Petting Zoo & Batting Cages



FIGURE 3–16: Map of Grant Rea Park

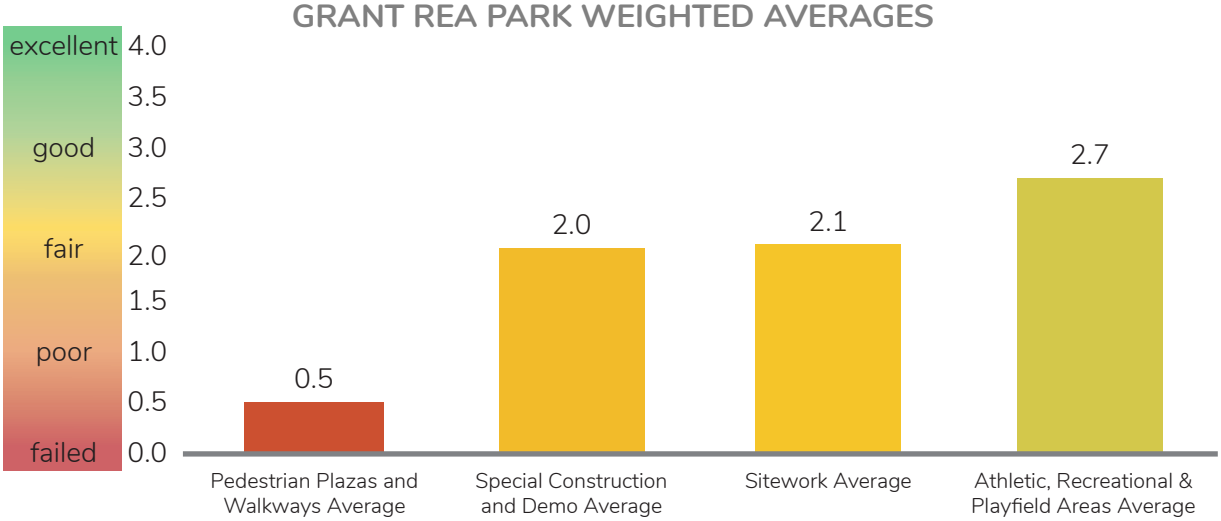


Picnic tables at Grant Rea Park.



Baseball field at Grant Rea Park

GRANT REA PARK WEIGHTED AVERAGES



Average Condition Rating: 1.8 - fair

Pedestrian Plazas and Walkways

50% poor

50% failed

Sitework

7% good

92% fair

1% failed

Special Construction & Demo

100% fair

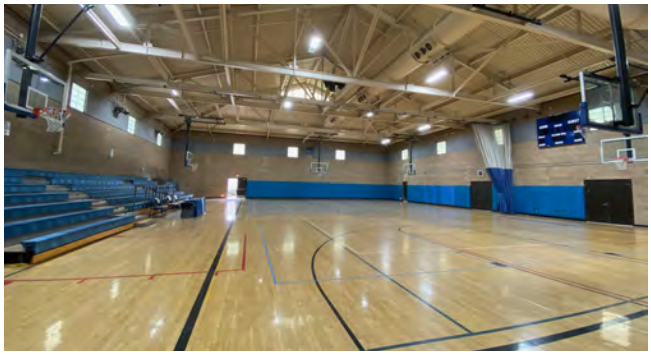
Athletic, Recreational & Play field

67% good

33% fair

3.7.8 MONTEBELLO CITY PARK

Montebello City Park is the oldest park in Montebello located off Whittier Boulevard. At 16.5 acres, this community park is home to a skatepark, amphitheater, and senior center along with many more amenities.



Indoor basketball court at recreation center.



View inside the Senior Center.



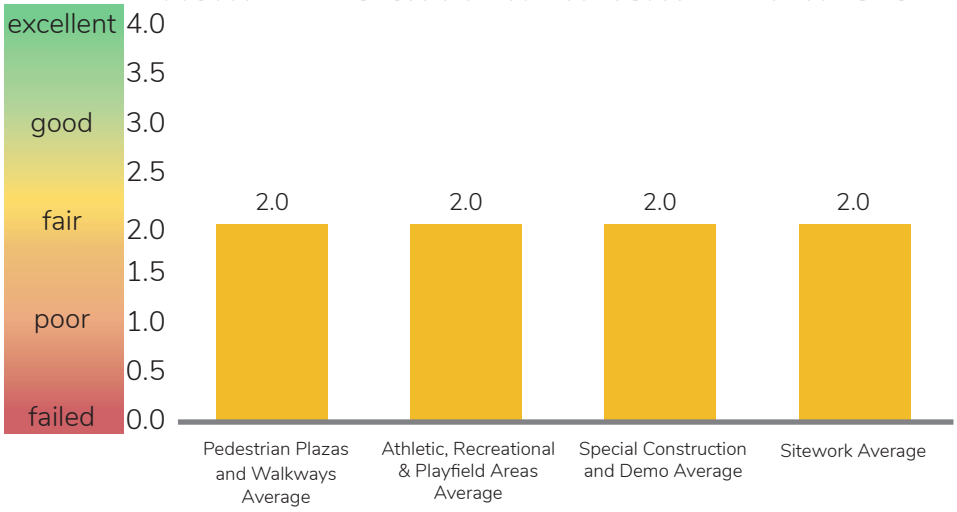
FIGURE 3–17: Map of Montebello City Park



Playground at Montebello City Park

MONTEBELLO CITY PARK AMENITIES	
Multi-purpose	• • • • • (5)
Playground	• • (2)
Sports	• • • • • • (6)
Baseball	• (1)
Basketball	• (1)
Gym	• (1)
Pool	• (1)
Parking Spots	• • • • • •

MONTEBELLO CITY PARK WEIGHTED AVERAGES



Average Condition Rating: 2 - fair

Pedestrian Plazas and Walkways

100%

fair

Sitework

3%

good

97%

fair

Special Construction & Demo

100%

fair

Athletic, Recreational & Play field

100%

fair



Playground at Montebello City Park

3.7.9 NORTHRIDGE MINI-PARK

Northridge Mini Park is a .26 acre park located on the corner of Arroyo Drive and Lawrence Avenue in Northern Montebello. Amenities at this park include picnic tables and open green space.

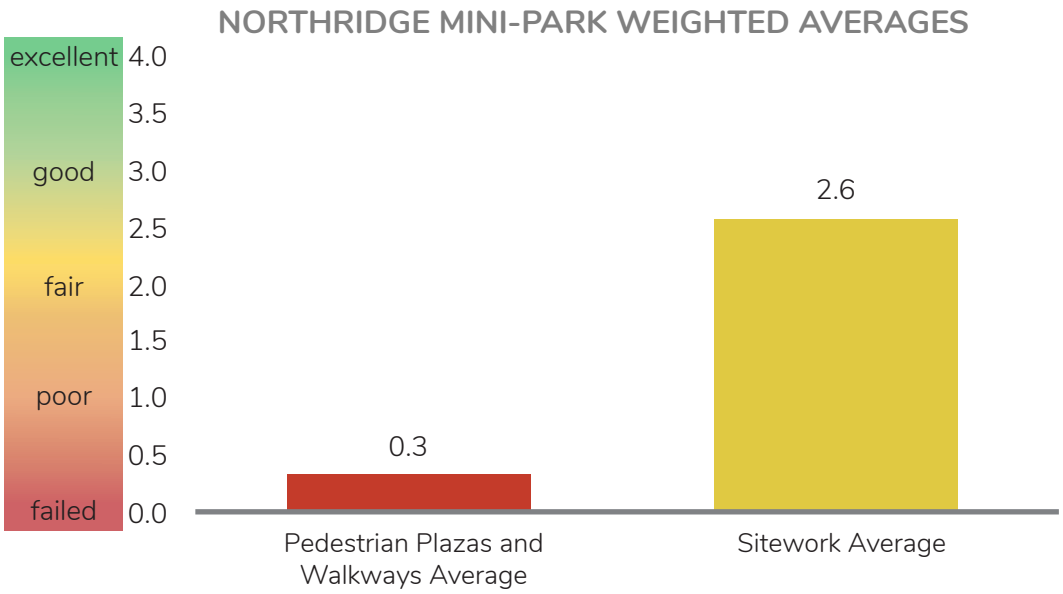
NORTHRIDGE MINI PARK AMENITIES	
Small multi-purpose	• (1)



FIGURE 3-18: Map of Northridge Mini-Park



View of Northridge Mini Park from the North-West section of the park.



Average Condition Rating: 1.5 - fair/poor

Pedestrian Plazas and Walkways

33% poor

67% failed

Sitework

60% fair

40% poor

3.7.10 POTRERO HEIGHTS PARK

Potrero Heights Park is a 1.6 acre mini park located on Arroyo Drive. This park contains the Potrero Heights Community and Senior Center which provides residents of Montebello with social, recreational, and educational activities. The Senior Center located at the park is owned and operated by Los Angeles County. Additional amenities at the park include playgrounds and picnic areas.

POTRERO HEIGHTS PARK AMENITIES	
Playground	• (1.5)
Parking Spots	• (21)
Restrooms	• (1)
Picnic Areas	• • • (3)
Recreation Center	• (1)



FIGURE 3-19: Map of Potrero Heights Park

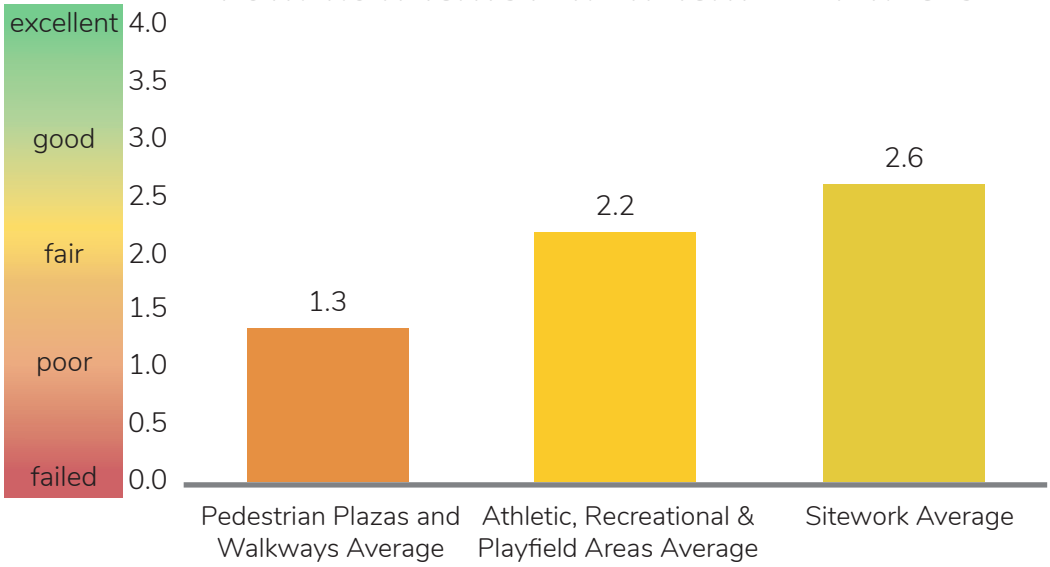


Playground and Splashpad at Potrero Heights Park.



Greenery and park benches.

POTRERO HEIGHTS PARK WEIGHTED AVERAGES



Average Condition Rating: 2 - fair

Pedestrian Plazas and Walkways		Athletic, Recreational & Play field Areas		Sitework	
33%	67%	20%	80%	61%	39%
fair	poor	good	fair	good	fair

3.7.11 REGGIE RODRIGUEZ PARK

Reggie Rodriguez Park is named after a Vietnam War hero and Montebello resident, Reggie Rodriguez. This 7.6-acre neighborhood park located on the eastern side of Montebello contains sports fields, playgrounds, and a community center.

REGGIE RODRIGUEZ PARK AMENITIES	
Multi-purpose	• (1)
Playground	• (1)
Sports	• • (2)
Baseball	• (1)
Basketball	• (1)
Parking Spots	• • •

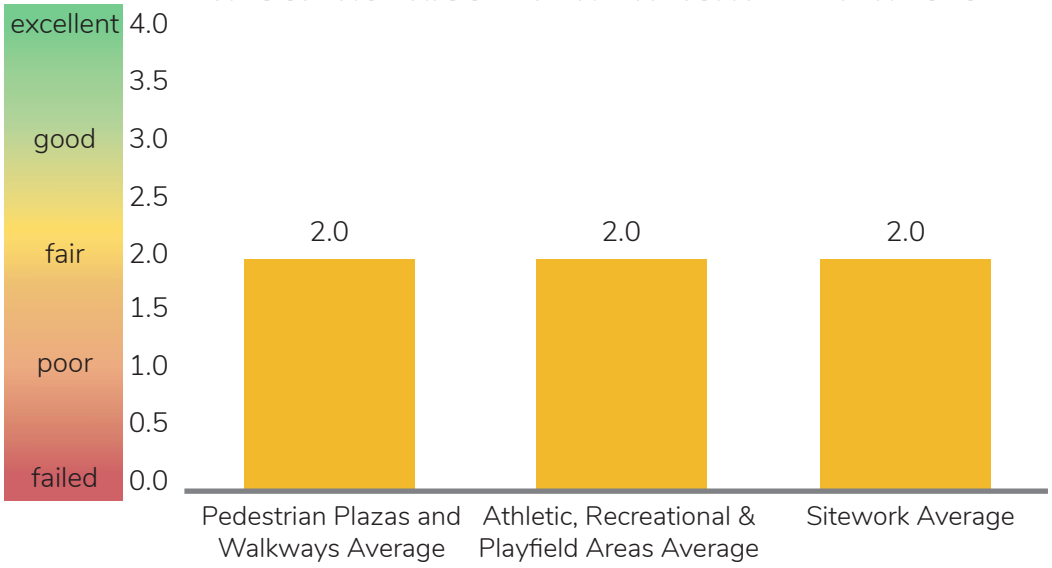


Playground at Reggie Rodriquez Park.



Available field space.

REGGIE RODRIGUEZ PARK WEIGHTED AVERAGES



Average Condition Rating: 2 - fair

Pedestrian Plazas and Walkways

100%

fair

Athletic, Recreational & Play field Areas

100%

fair

Sitework

100%

fair

3.7.12 SANCHEZ ADOBE PARK

Sanchez Adobe Park is a 1.1-acre mini park located on Adobe Avenue. This park is on an open field surrounding the Sanchez Adobe Museum.

SANCHEZ ADOBE PARK AMENITIES	
Multi-field	• (1)
Parking Spots	• • • • (4)
Restrooms	• (1)
Picnic Areas	• (1)

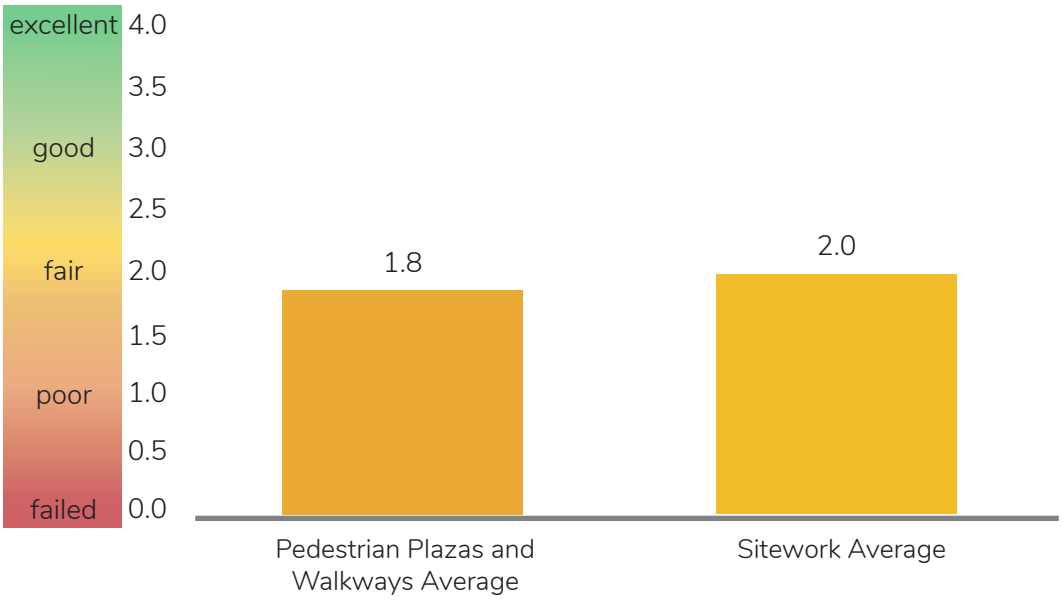


View from parking lot looking into park and museum.



FIGURE 3–21: Map of Sanchez Adobe Park

SANCHEZ ADOBE PARK WEIGHTED AVERAGES



Average Condition Rating: 1.9 - fair

Pedestrian Plazas and Walkways

83% fair

17% poor

Sitework

96% fair

4% poor



View of Picnic area and museum.



Open field space in front of museum.

3.7.13 TAYLOR RANCH PARK

Taylor Ranch Park is a 3.6-acre neighborhood park in north Montebello off Montebello Boulevard that was completed in 2020. This park hosts sports fields, basketball courts, and picnic areas for community members to enjoy.

TAYLOR RANCH PARK AMENITIES	
Multi-purpose	• • (2)
Sports	• (1)
Basketball	• (1)
Parking Spots	• • •



Gazebo and pond.



Basketball court.

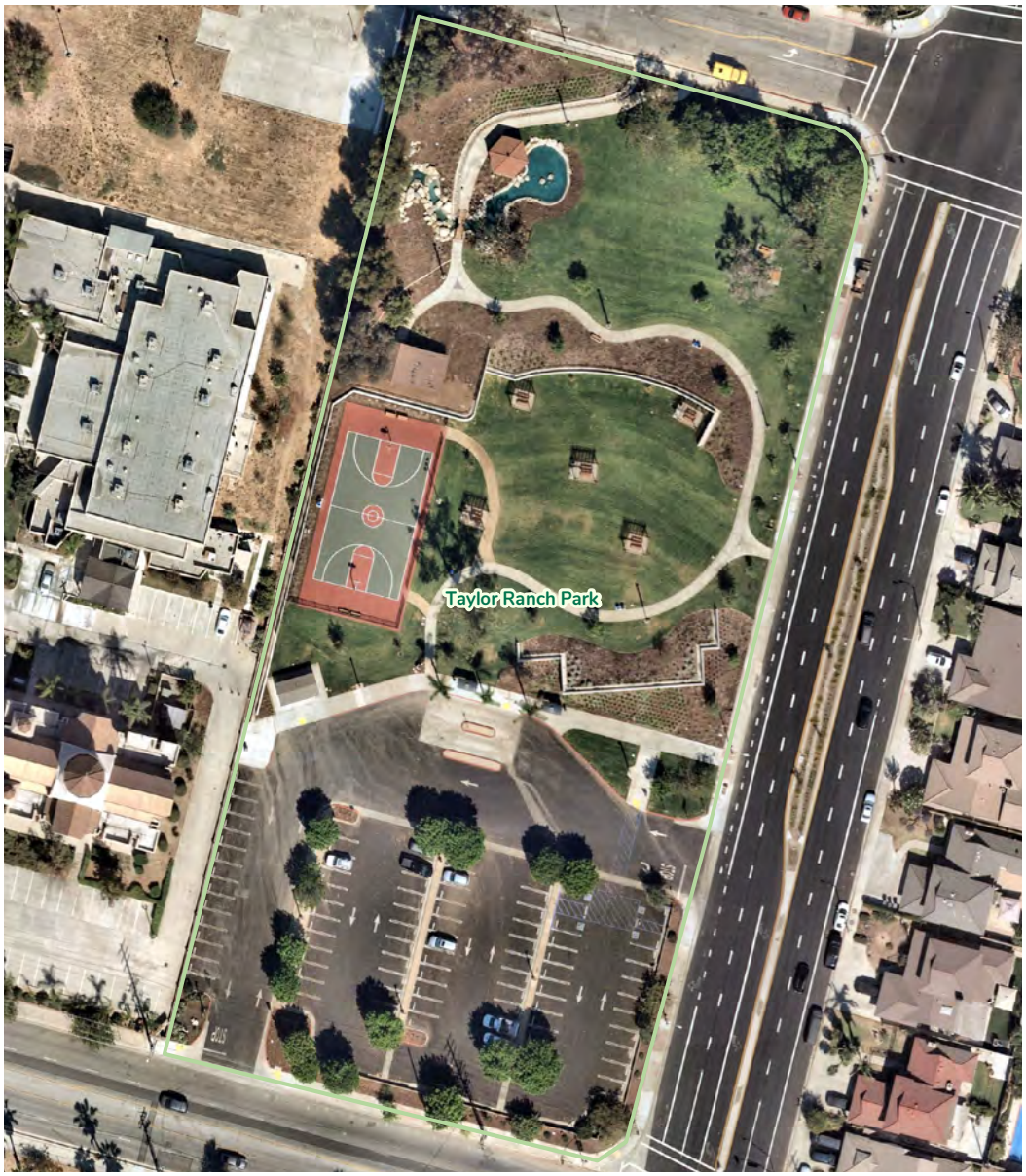


FIGURE 3-22: Map of Taylor Ranch Park

3.7.14 COMMUNITY AND SENIOR CENTER

The Potrero Heights Community and Senior Center (Center) is located on the northern edge of the City at the entrance to Potrero Heights Park. The Center was recently constructed in 2012 and is approximately 4,000 square feet. The building features multiple large glass roll-up doors which allow the building to be opened to the park on both sides of the building which provides additional outdoor plaza space for any programmed event. The Center is owned and operated by Los Angeles County.



Inside community and senior center set up for an event.



FIGURE 3-23: Map of Community & Senior Center



Portero Heights Community & Senior Center Building.



Sign for Portero Heights Park and Community & Senior Center.

3.7.15 SANCHEZ ADOBE MUSEUM

The Juan Matias Sanchez Adobe is the oldest standing building in Montebello. Its history dates back to the late 1800s making this museum a historic site as well. The museum is managed by the Montebello Historical Society who also put on battle re-enactments in the surrounding Sanchez Adobe Park.



View inside the Adobe Sanchez Museum.



Courtyard area for the museum.



FIGURE 3-24: Map of Sanchez Adobe Museum



Adobe Sanchez Museum from across Linda Mar Boulevard.

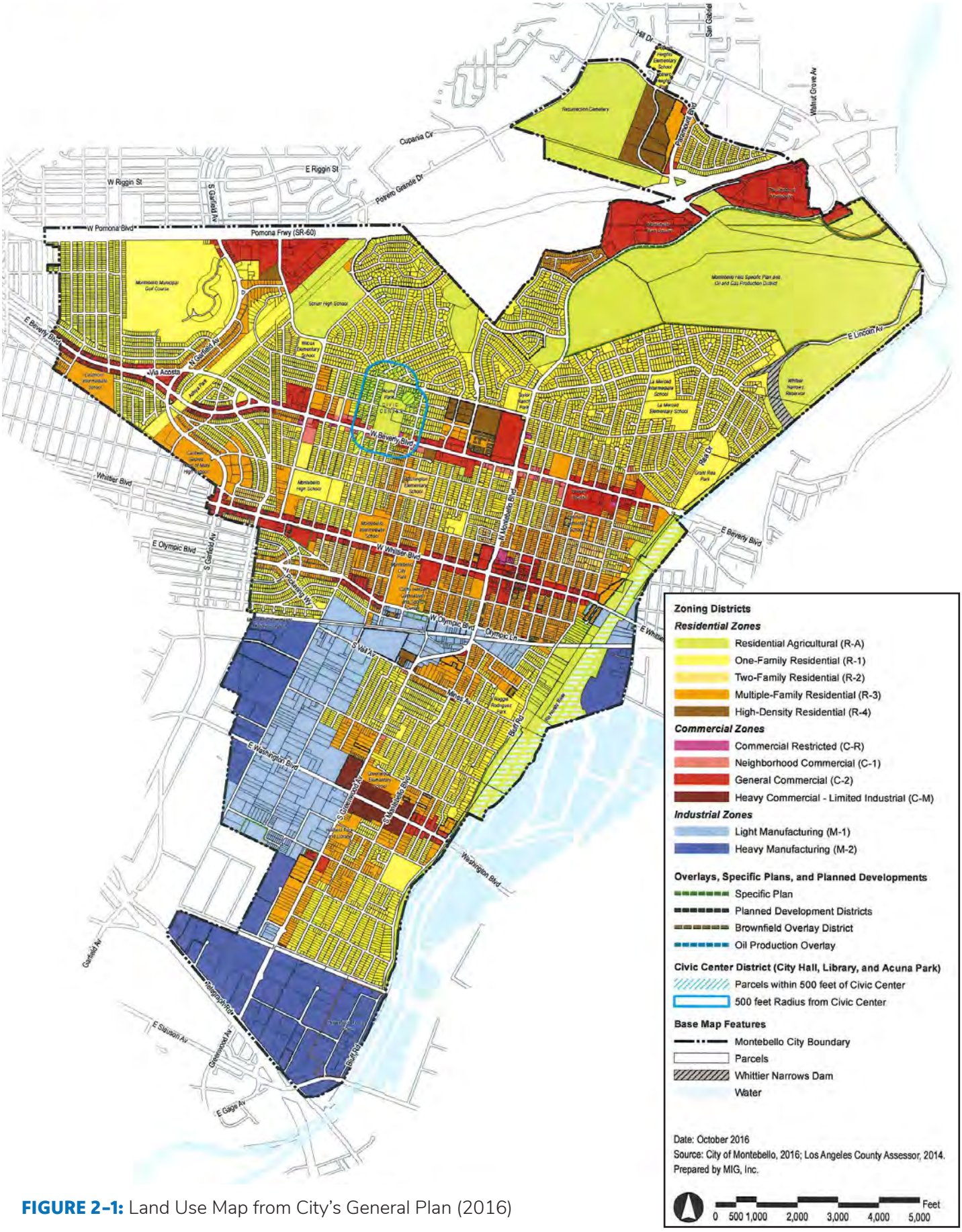
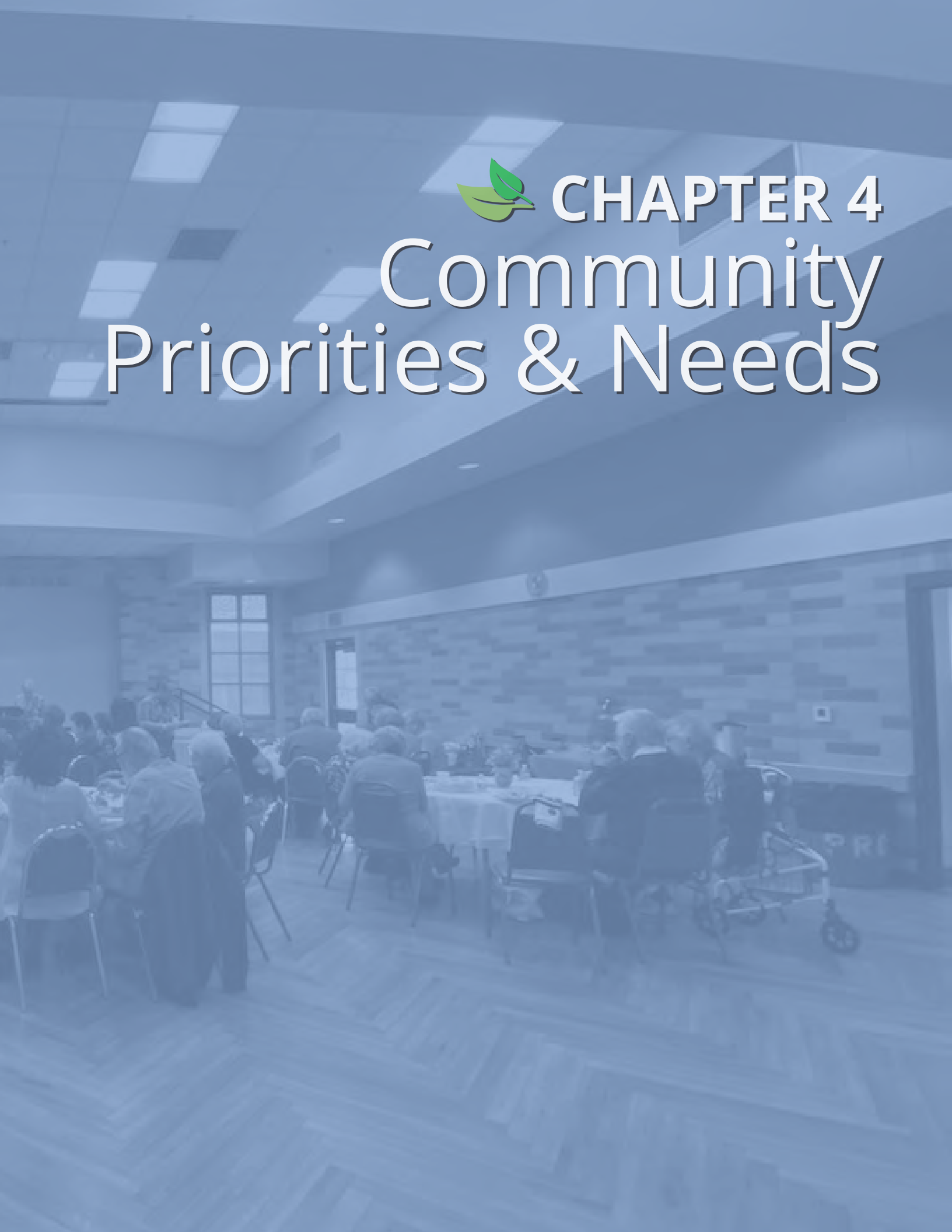


FIGURE 2-1: Land Use Map from City's General Plan (2016)



CHAPTER 4
Community Priorities & Needs

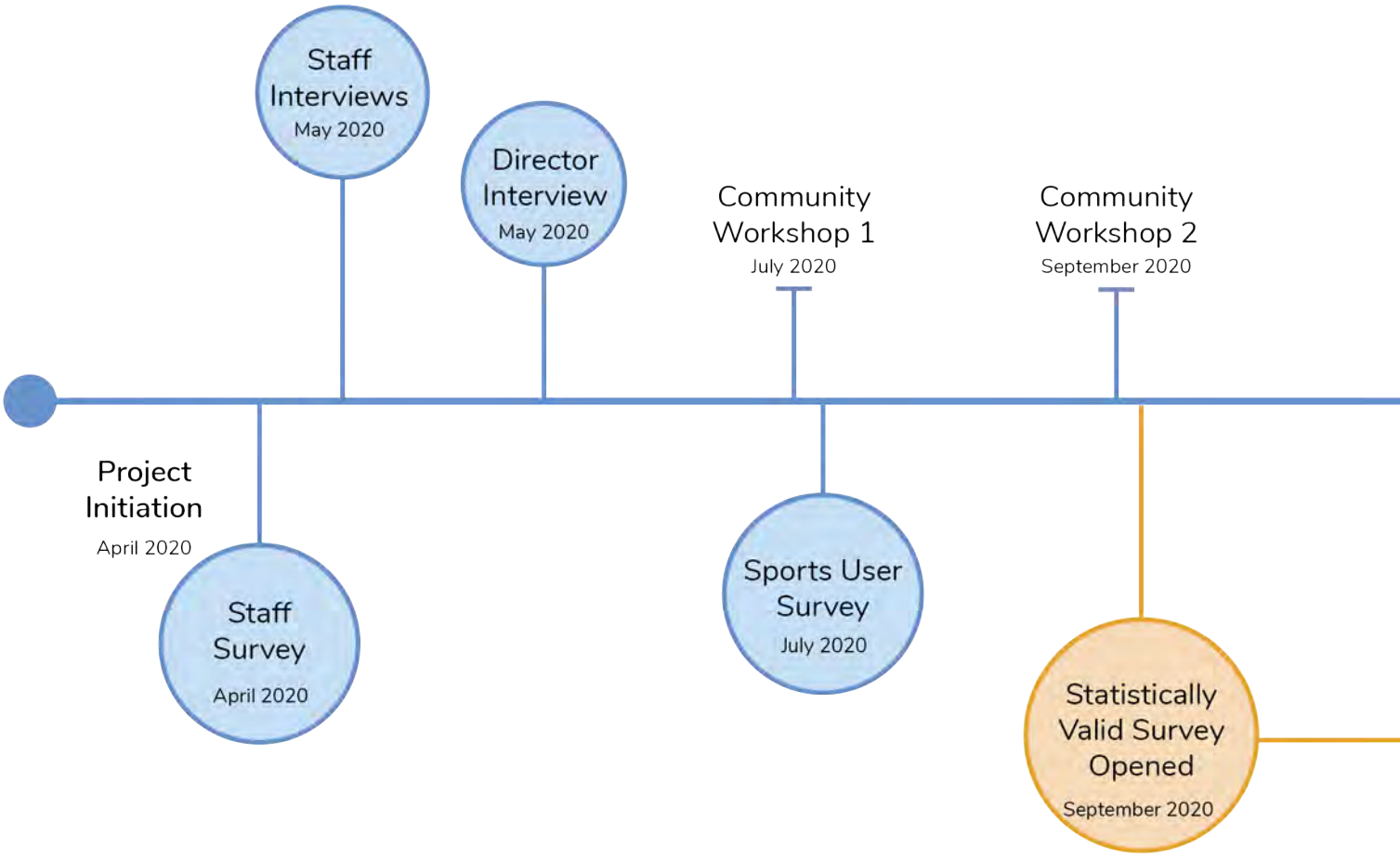
4.1 OUTREACH STRATEGY

A major component of the Master Plan is developing a comprehensive needs assessment which is derived from community outreach, surveying, and user interviews. This process seeks to develop a list of prioritized recommendations, assessments on funding, operations, maintenance, and site-specific conceptual designs. This chapter summarizes the outreach process and includes information on recreational trends nationally and within the City. Additional information related to the comprehensive outreach can be found in Appendix III of the Master Plan report.

In commencing the project, the team developed an outreach strategy that focused on ways to engage to the community. The City is committed to making the planning process a collaborative effort with the community, stakeholders, and staff. As such, the team made sure that engagement with people through a series of public workshops, surveys, online maps, and other meetings were the emphasis of the outreach strategy so that feedback could be gathered for the Master Plan.

The outreach plan further outlined a diverse set of outreach strategies to ensure the planning process gathers feedback from people of all ages and demographic backgrounds. Additional emphasis was placed on underserved communities that disproportionately lack easy and comfortable access to parks, open space, and other recreation facilities. The team developed key messages and outreach strategies to gather feedback, paying particular attention to the Hispanic/Latino community and providing all data in translated versions. The team also utilized the City's database of previous resident and stakeholder involvement to further boost outreach efforts.

FIGURE 4-1: Outreach Timeline





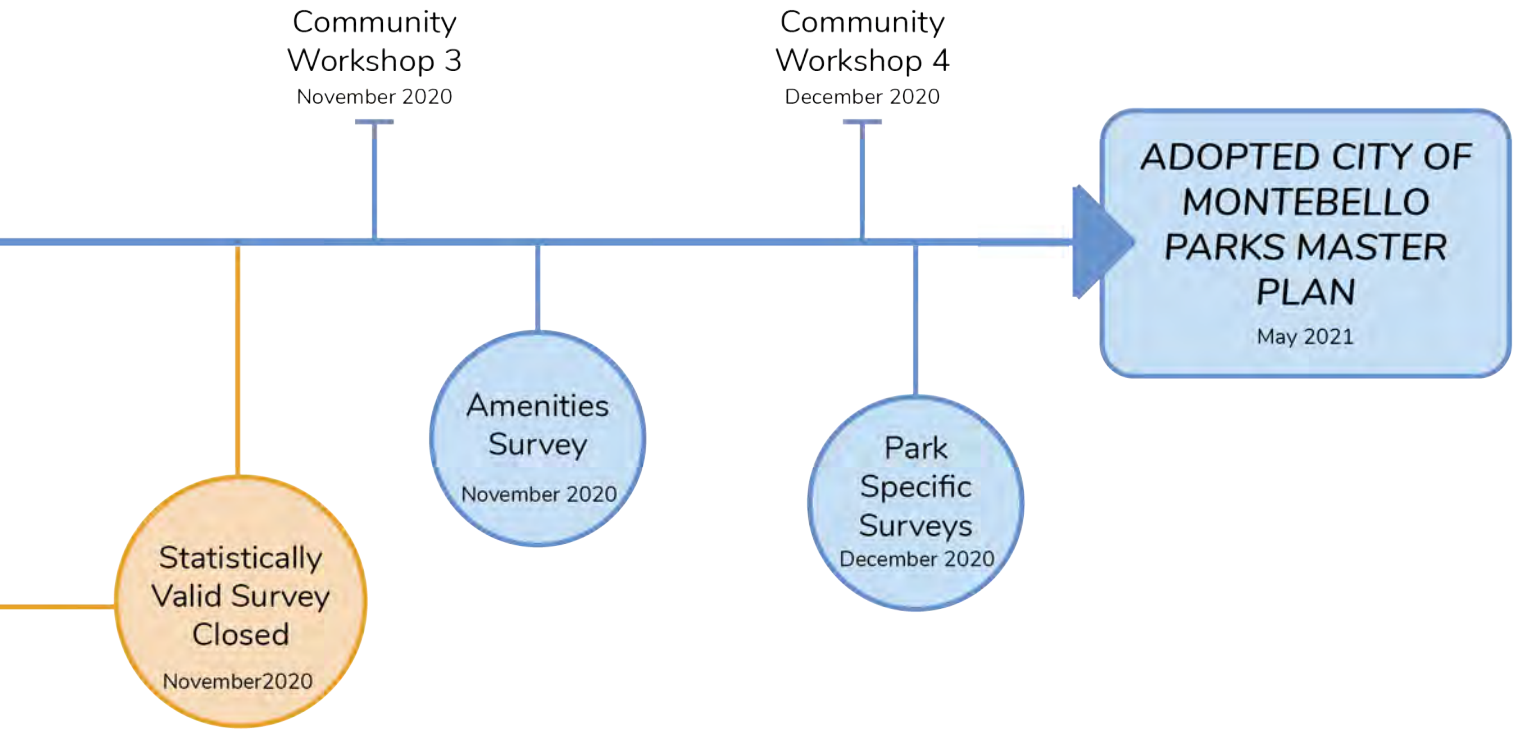
Outreach Strategy Plan Document

4.1.1 COVID-19

The project team's priority above all was the safety and welfare of the community of Montebello. The spread of COVID-19 and the Global Pandemic triggered necessary safety measures regarding public gatherings of any size. As of the writing of this engagement plan, State and local regulations prohibited all social gatherings of more than 10 people. Due to COVID-19, typical methodologies for community engagement were altered, turning all in-person public engagement for the Master Plan into video-chat(-virtual) meetings. Public engagement shifted to online through community outreach surveys as it was deemed safer to conductvirtual rather than in-person workshops to gain feedback from residents. The team worked on methods to help provide equal access to the community.

Outreach included alternative methods for meaningful community engagement through online tools, recorded public meetings, printed and online surveys, and other methods. This was fundamental in keeping the Master Plan moving forward while ensuring that public input was adequately met. While nothing can replace in-person engagement, the following strategies and tools were utilized to gather the feedback needed for the planning process.

Remote Engagement Tools utilized during the project: GoToMeeting and GoToWebinar, SurveyMonkey, ConstantContact, Esri StoryMap and Online Interactive Maps, Mentimeter, & Youtube.



4.1.2 STORYMAP WEBSITE

The StoryMap website for the Montebello Parks Master Plan is an ESRI web-based application that provided access to information about the project. The project StoryMap was active for the duration of the project and included an overview of the project, an interactive map for visitors to input information, recordings of previous online workshops, and other general project links and information. The interface of this application can be seen in Figure 4-2, along with interfaces for the mapping and online workshop records below.

This QR code led people to view online Storymap.

FIGURE 4–2: Storymap



Our first online workshop was held on July 22th at 6:00 pm. The City is committed to making the planning process a collaborative effort with the community, stakeholders, and staff. The team introduced project goals, existing conditions mapping with a presentation, and explained how you can share your valuable feedback!

Missed the workshop? No worries! Check out the video recording below to see what you've missed.



4.2 COMMUNITY AND STAKEHOLDER INPUT

The planning process included several public outreach efforts designed to gather information from a broad range of residents, stakeholders, and City staff through a series of online public events, stakeholder meetings, and surveys.

4.2.1 STAKEHOLDER INTERVIEWS

Stakeholder interviews were conducted between May and October 2020. Leadership and staff from the department and community leaders representing senior clubs and activities, sports non-profits, and civic groups were interviewed using the Zoom digital platform. The goal of these sessions was to guide the development of the parks and recreation needs assessment and collect input on the needs and desires of City residents.

Consistent themes and topics were brought up during many of the interviews, including (not listed by priority):

- An increase in services on the south side of the City, south of Whittier Blvd. is desired. The residents from the north side of Montebello are much more vocal. Engagement appears to not be equitable between the north and south sides of the City.
- Having a Senior Center where people can gather and make new friends that focuses on social interaction, learning and being active is a priority. The Senior Center should focus on three components that are key - social services, social activities, and healthcare information.
- A lot of programming is centralized at Montebello City Park. Programs offered in neighborhoods should be a priority.
- More trails and walking pathways are desired. Walking is a major activity that residents participate in.
- Attention to deferred maintenance, repairs, and renovations are needed in the parks.
- Restrooms in the parks are a big concern. Parks need additional shade and restrooms.
- Safety in the parks is a major issue in part due to limited lighting and homeless concerns.
- An inclusive playground is desired.
- A joint use agreement with the school district may make the partnership more equitable for the Department.
- Expand sports programs to include football, soccer, and baseball, additional competitive sports programs, and girls' softball programs.
- Some youth sports providers must work around Department organized activities. Scheduling of sports fields is inefficient due to the need for an automated reservation system.
- Outdoor exercise equipment in the parks is needed.
- Converting underused tennis courts to futsal and pickleball are desired.

A list of all comments from stakeholder interviews are in Section III-B of Appendix III.



4.2.2 RANDOM INVITATION COMMUNITY SURVEY SUMMARY (STATISTICALLY VALID)

The following discussion briefly outlines the methods and approach used to conduct the Montebello Parks and Recreation Survey, a part of the City's Needs Assessment. This research was conducted by RRC Associates in association with KTUA on behalf of the City of Montebello.

The Parks and Recreation Survey used a traditional mail survey approach, coupled with an option to complete the survey online or by smartphone through a password-protected website. The mail survey also referred to as the "Invite Survey" was structured to allow for a random selection of respondents in Montebello to obtain a representative sample from the community. The Invite Survey can be referred to as the "statistically valid" survey. In total, 4,500 households within the city limits of Montebello were randomly selected to receive a mail survey with an option to alternatively complete the survey online through the password-protected website. The Invite Survey generated 278 completed surveys which resulted in a margin of error of +/- 5.84% at a 95% confidence level.

This margin of error represents a level of accepted uncertainty in a survey effort, while confidence level represents how confident we are that the results represent the greater population. Error is present in all survey research because the purpose of the research is typically to use a sample of randomly collected responses to estimate how an entire population would respond.

To further ensure results represent residents of Montebello Invite Survey responses are weighted by age to better represent the City. In this case, younger residents were not as well represented. In general, mail surveys tend to have a higher-than-average age than the local population. Weighting is therefore applied to ensure younger residents are given a representative share of responses. This is a common practice in survey research and facilitates representative results.

95%
confidence level

5.8%
margin of error

Open Link Survey

In Montebello, an "Open Link" version of the survey was also publicized through a variety of City sources. The survey invited responses from residents that were not selected to receive a survey through the Invitation method. A total of 166 responses were received. The Open Link sample was compared to the Invite results and because the responses were generally very similar, the combined survey responses were used for some of the analysis of findings from the Montebello survey program. The overall combined sample in Montebello included 444 responses. An analysis of the geographic origin of respondents to the survey indicated that responses were collected from throughout the City of Montebello with all areas providing further confidence in the overall sample obtained through the surveys.



Improvements to walking and biking connections are high priorities



Improvements to existing facilities are high priorities

TABLE 4-1: Current Usage Random – Invitation Survey

Which city parks/recreation facilities have been used by your household in the past 12 months?

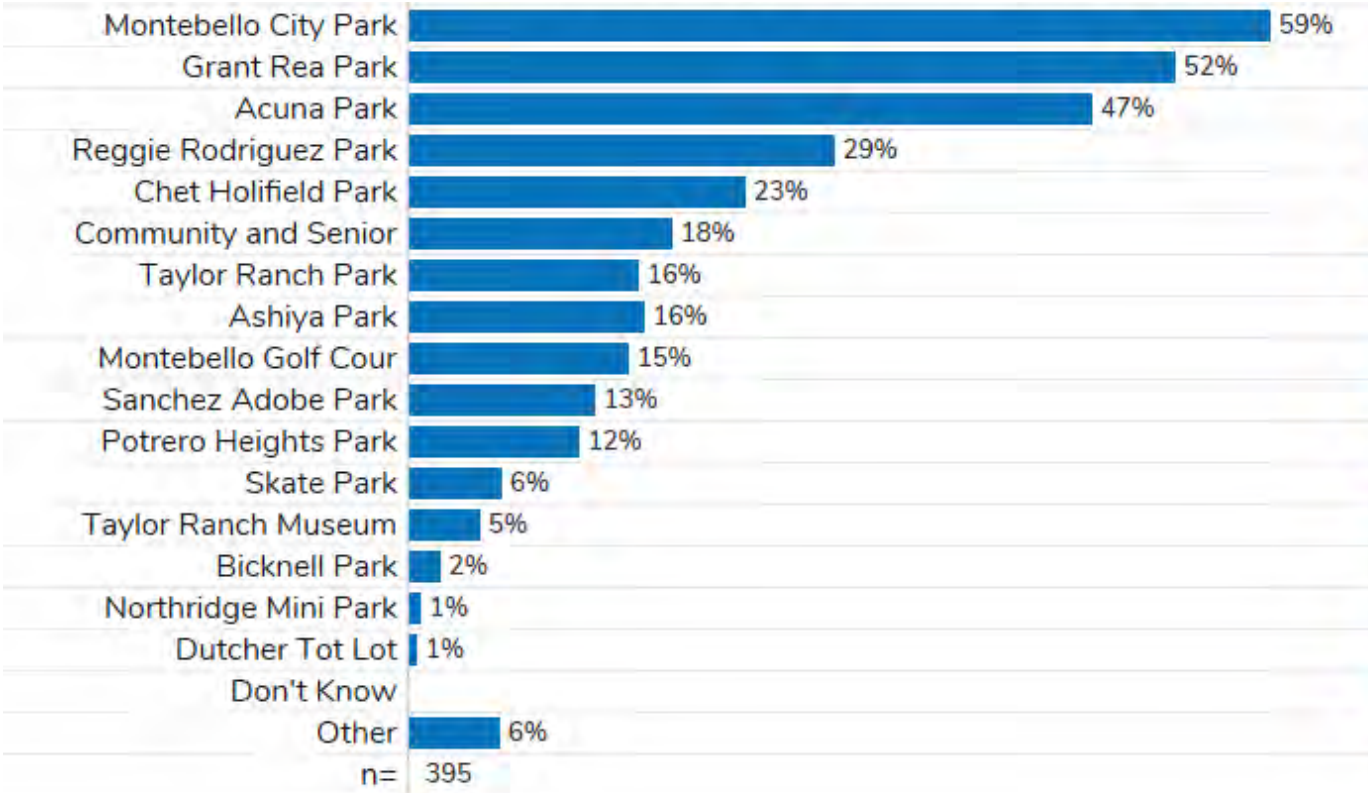


TABLE 4-2: Importance of Facilities Operated by the City of Montebello Average Rating – Invitation Survey

How important are the following facilities and services to your household?

Rating Category	Overall	Montebello City Park	Grant Rea Park	Reggie Rodriguez Park	Other
City parks and open spaces	4.5	4.4	4.5	4.5	4.5
Amenities at City parks(e.g., picnic areas, restrooms)	4.5	4.5	4.7	4.5	4.5
Trails and pathways	4.3	4.3	4.4	4.8	4.2
Athletic courts (e.g., basketball, tennis)	4.1	4.3	4.3	3.9	3.9
Youth recreation and sport programs	4.0	4.0	4.3	4.1	4.0
Special events	4.0	4.3	4.0	4.2	4.0
Community centers	4.0	4.1	4.0	4.4	3.9
Adult recreation and sport programs	3.9	4.1	4.0	3.9	3.8
Senior programs	3.9	4.0	4.0	4.1	3.8
Aquatic programs	3.9	4.2	4.0	4.0	3.7
Athletic field (e.g., baseball, soccer)	3.9	4.1	4.2	3.7	3.7
Adaptive programs at City facilities	3.8	3.9	4.0	3.9	3.7
Kids club/camps	3.8	3.8	3.8	4.0	3.7

TABLE 4-3: Top Current Facilities: Importance – Invitation Survey

How important are the following facilities and services to your household overall?

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
City parks and open spaces	4.5	386	4%	10%	86%
Amenities at City parks (e.g., picnic areas, restrooms)	4.5	385	6%	8%	86%
Trails and pathways	4.3	382	8%	11%	81%
Athletic courts (e.g., basketball, tennis)	4.1	379	13%	14%	72%
Youth recreation and sport programs	4.0	373	16%	13%	71%
Special events	4.0	375	10%	19%	71%
Community centers	4.0	385	9%	23%	68%
Adult recreation and sport programs	3.9	373	14%	21%	65%
Senior programs	3.9	380	15%	21%	64%
Aquatic programs	3.9	373	15%	21%	64%
Athletic fields (e.g., baseball, soccer)	3.9	382	18%	16%	65%
Adaptive programs at City facilities	3.8	364	16%	22%	61%
Kids club/camps	3.8	373	20%	18%	62%

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

5 - Very Important
4
3
2
1 - Not at all Important

TABLE 4-4: Top Current Facilities: Needs Met– Invitation Survey

How important are the following facilities and services to your household overall?

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
City parks and open spaces	3.4	311	21%	32%	47%
Youth recreation and sport programs	3.3	252	30%	26%	44%
Athletic fields (e.g., baseball, soccer)	3.2	296	30%	26%	44%
Senior programs	3.2	246	33%	27%	40%
Special events	3.2	260	34%	24%	42%
Kids club/camps	3.1	242	34%	26%	40%
Community centers	3.1	278	33%	27%	40%
Amenities at City parks (e.g., picnic areas, restrooms)	3.1	313	36%	25%	39%
Athletic courts (e.g., basketball, tennis)	3.0	295	35%	30%	35%
Adaptive programs at City facilities	2.9	216	39%	28%	33%
Adult recreation and sport programs	2.9	239	41%	28%	31%
Aquatic programs	2.8	259	44%	23%	34%
Trails and pathways	2.6	296	54%	15%	30%

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

5 - Completely
4
3
2
1 - Not at all

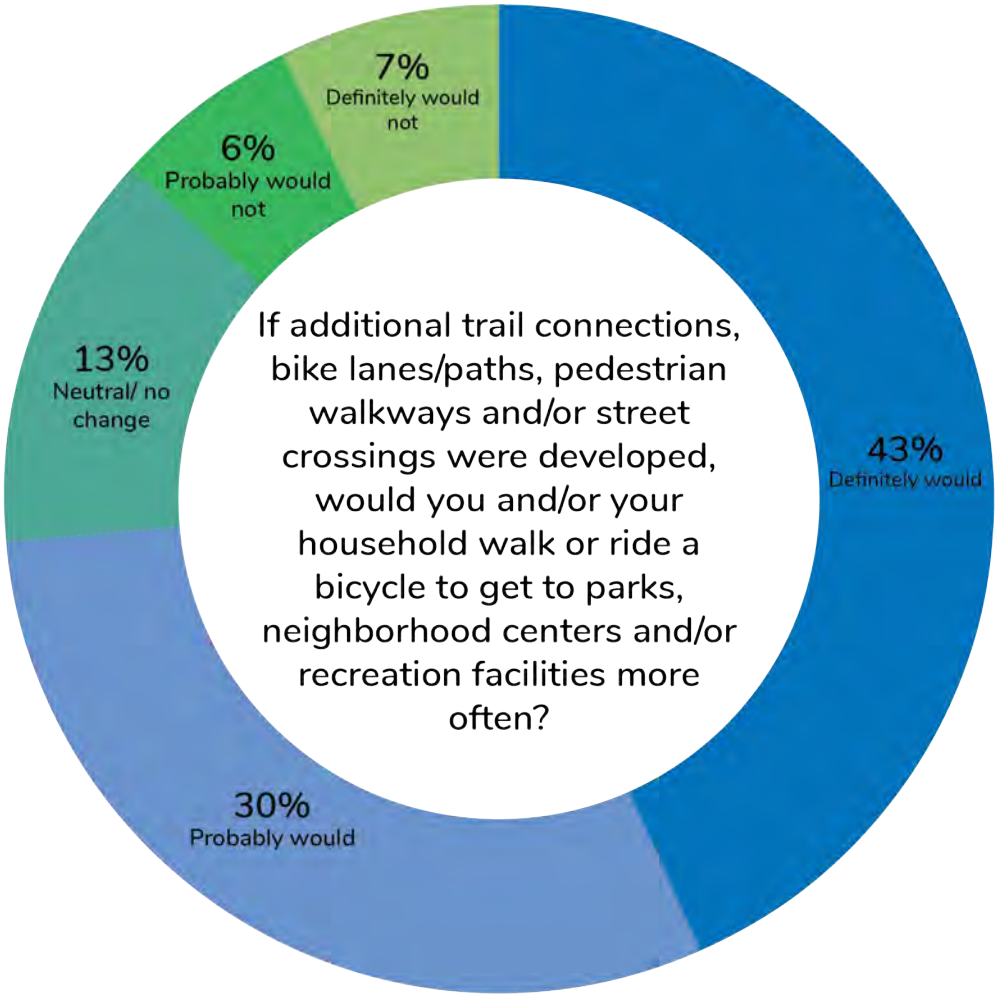
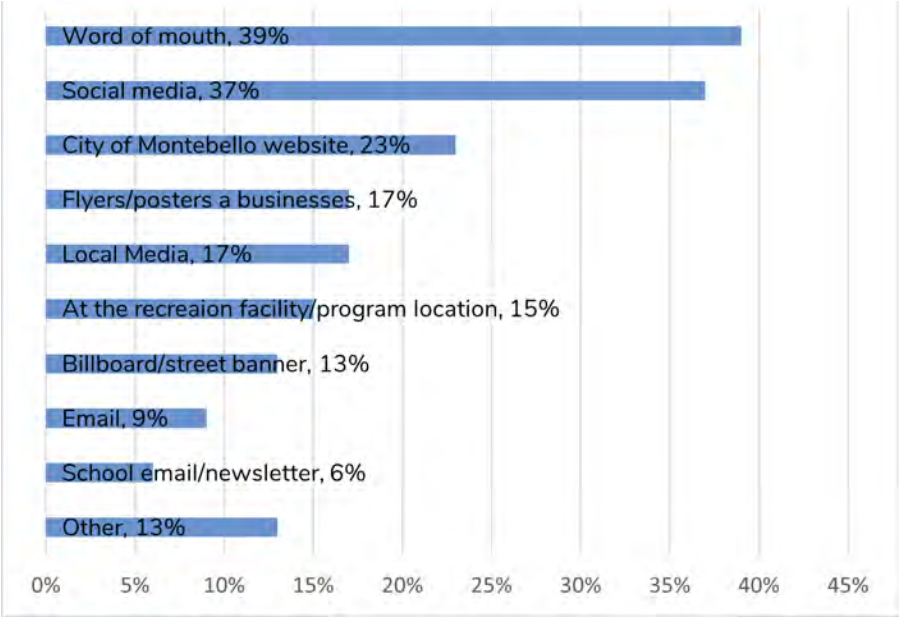


TABLE 4-5: Receiving Information - Invitation Survey

How do you currently receive information on parks and recreation facilities, services, and programs?



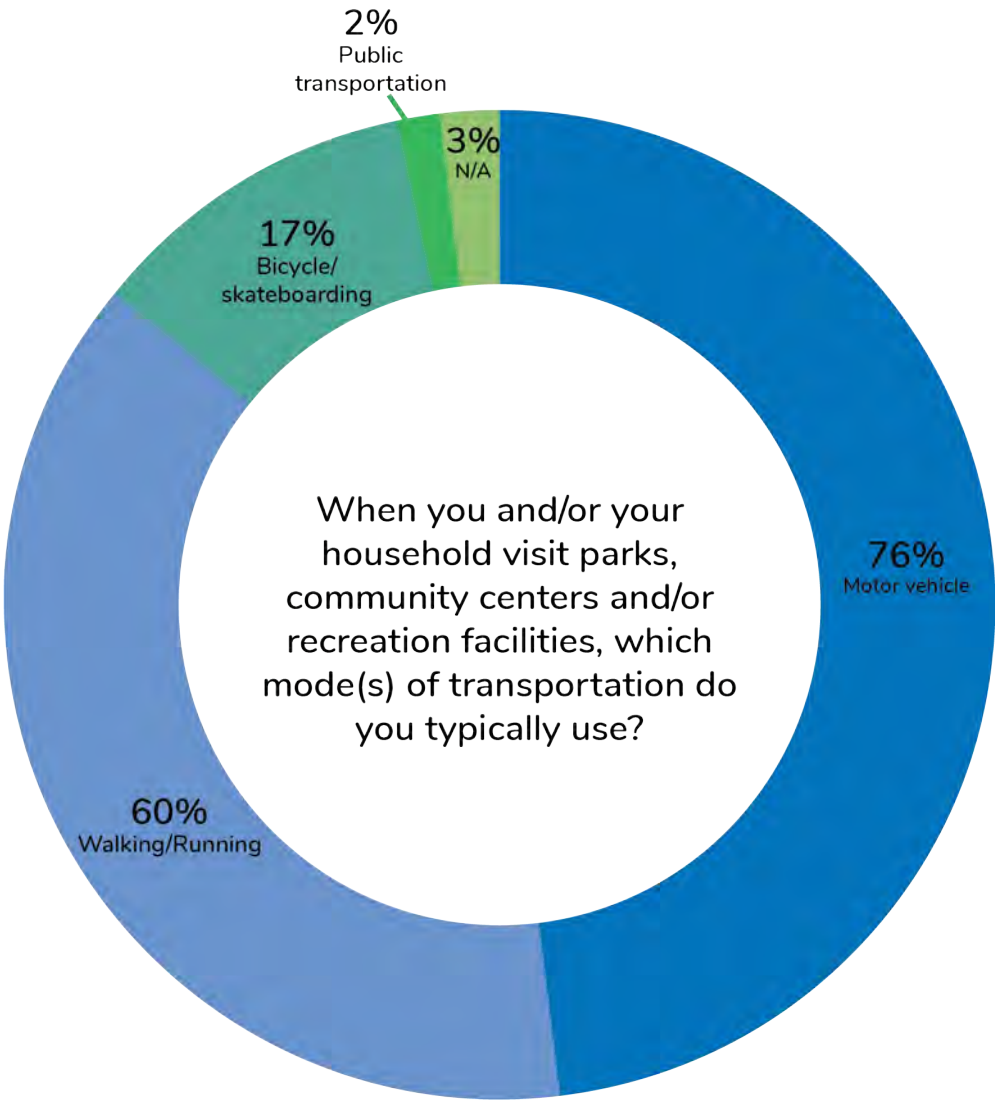


TABLE 4-6: Priorities - Invitation Survey

Given likely budget issues influenced in part by COVID-19 for the City of Montebello over the next few years, what are the top two priorities that should be implemented?

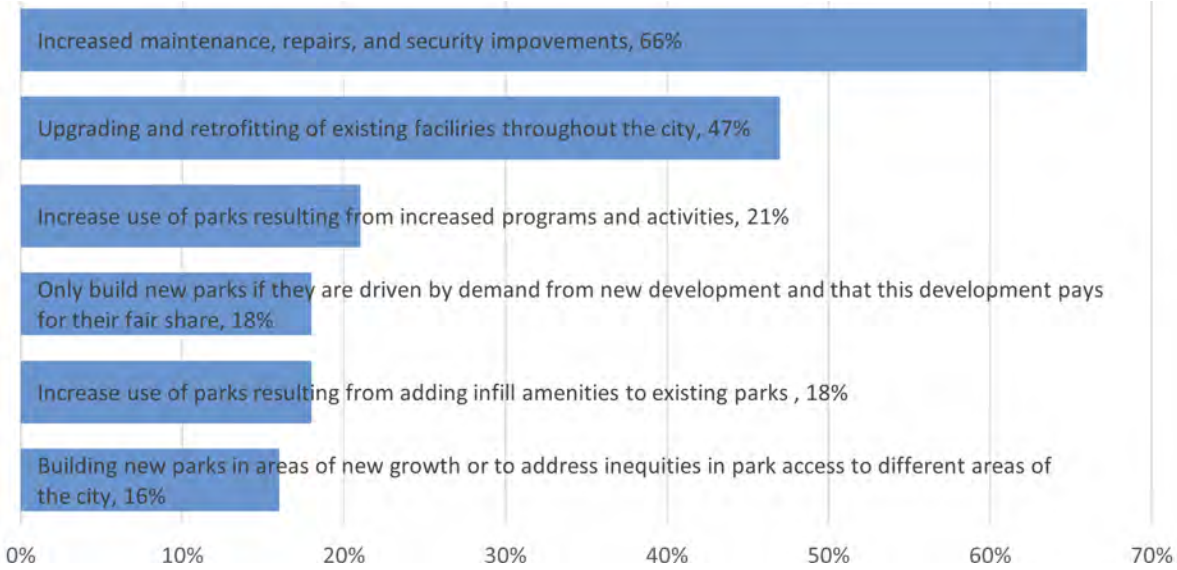


TABLE 4-7: Barriers to Participation – Invitation Survey vs. Intercept Survey

What are the most important needs to be addressed by the City of Montebello over the next 5 to 10 years?

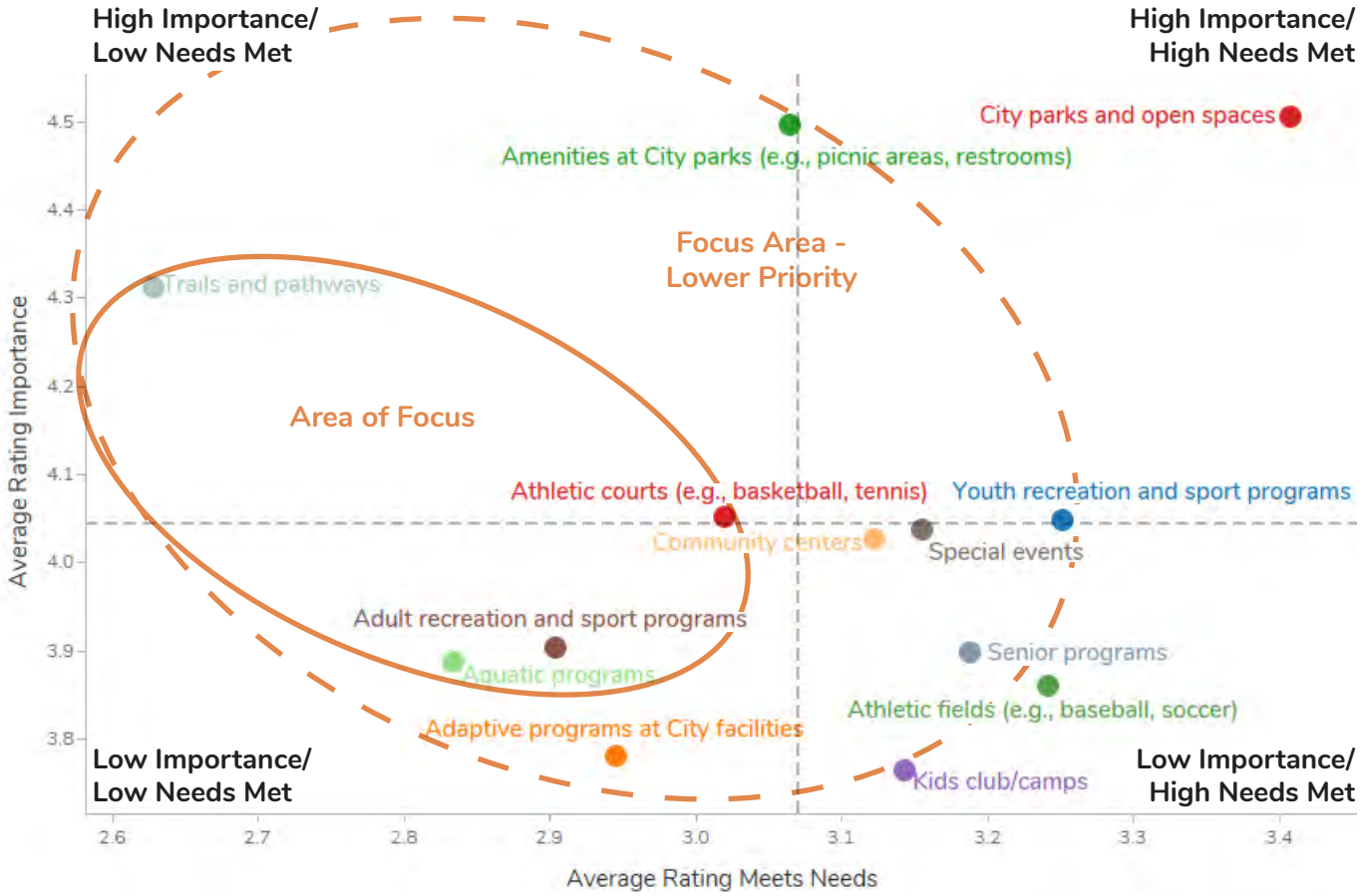
Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
Add more trails and walking areas in or outside of parks	4.3	363	8%	11%	62% 82%
Expand current park amenities and activities	4.3	346	7%	15%	59% 78%
Add more linear parks that include natural areas with paths	4.0	349	12%	18%	25% 45% 70%
Add more traditional neighborhood or community parks	3.7	340	18%	23%	24% 35% 59%
Expand exisiting park boundaries	3.4	336	25%	25%	34% 50%
Add more mini-parks (1/2 to 2 acres)	3.2	340	31%	29%	24% 40%
Add more pocket parks/plazas (less than ½ acre)	3.2	333	31%	28%	24% 42%

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

5 - Very Important
4
3
2
1 - Not at all Important

TABLE 4-8: Importance/Performance Matrix – Invitation Survey



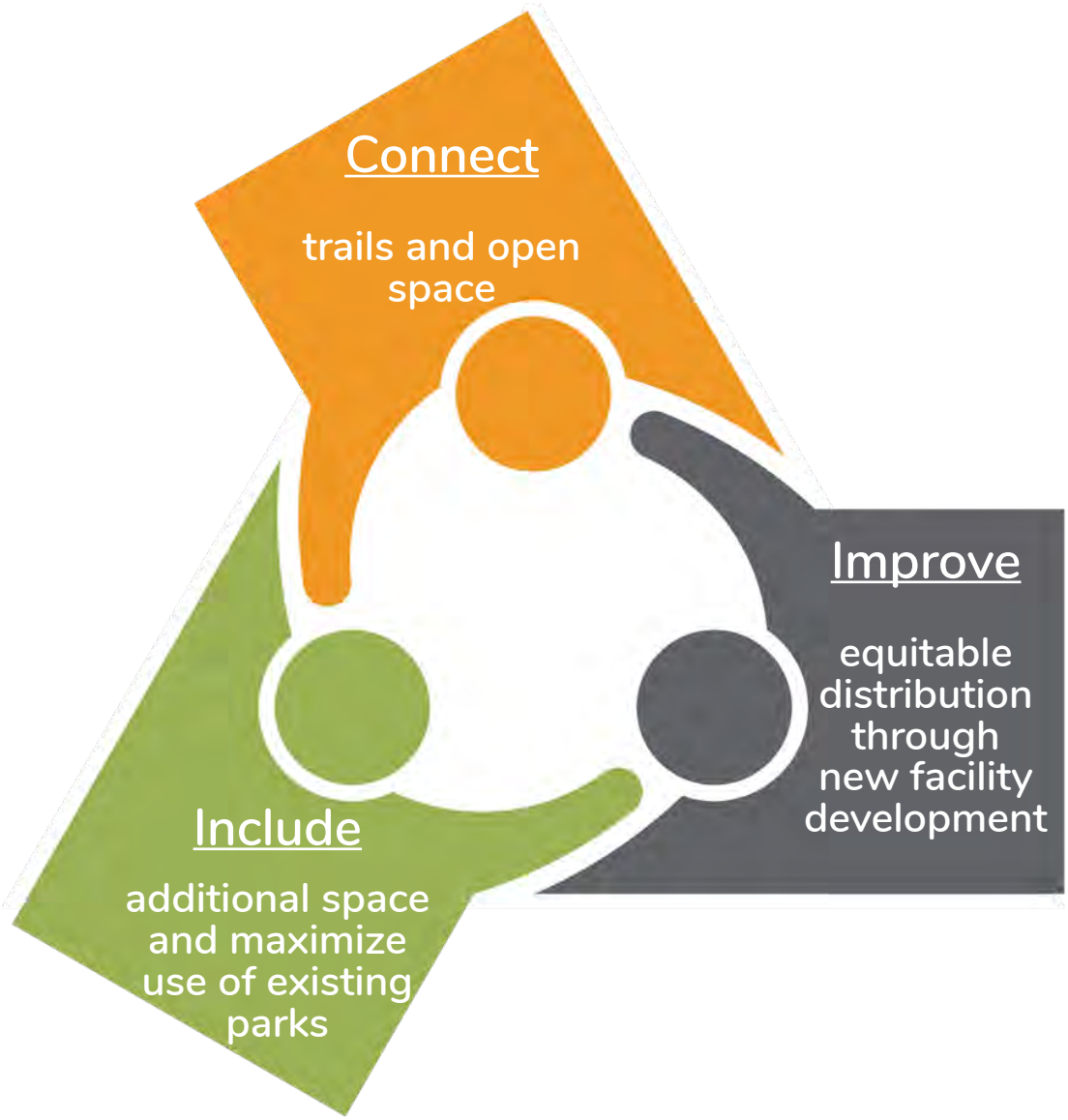
Source: RRC Associates and KTUA

4.2.3 COMMUNITY WORKSHOPS

A total of four workshops were conducted throughout the planning process to obtain community input and solicit feedback on existing parks and recreation facilities. All four workshops were held Via GoToMeeting (an online video conferencing platform) between 6:00 PM-8:00 PM in order to abide to the COVID-19 restrictions in place at the time. Additional resident feedback was incorporated through a series of online surveys.

Community Workshop 1

The first online workshop was held on July 22th, 2020 at 6:00 pm. The team introduced the overall project goals, existing conditions mapping, and explained the project StoryMap website and how the community can share their valuable feedback for the duration of the project. The recording of this workshop was posted on YouTube and was made available through the StoryMap website.



Community Workshop 2

The second online workshop was held on September 10th, 2020 at 6:00 pm. The team introduced project progress, park level of service analysis, and benchmarking with a presentation. The team also conducted some quick polls, discussed key issues with the residents, and covered how to share feedback using the project StoryMap website. The recording of this workshop was posted on YouTube and was made available through the StoryMap website.

After this workshop, an amenities survey was distributed to the public. A couple of the top priorities' residents listed in this survey was that they would prefer additional lighting and more playgrounds. Some other amenities that residents expressed that they would like to see are dog parks, security towers/ kiosks, and splash pads. Below are the top three active, passive, linear, and general park amenities residents would like to see:

Preferred ACTIVE park amenities:


Childrens playground, 10


Outdoor exercise area, 9


Dog area, 8

Preferred LINEAR park amenities:


Multi-use paths (walking and biking), 4


Natural surface walking trails, 3


Walking paths with fitness stations, 2.5

Preferred PASSIVE park amenities:


Open-air plaza and seating terrace, 5


Outdoor education spaces, 4


Shaded picnic shelters, 3

Preferred GENERAL park amenities:


Restoom building with storage, 4.3


Benches, 3.4

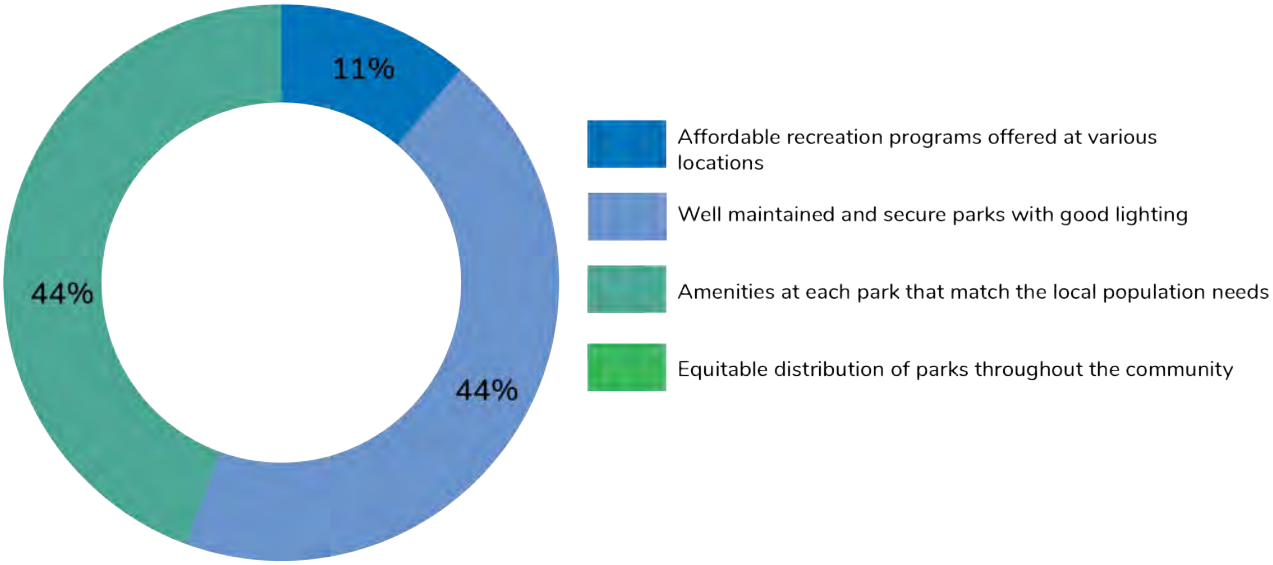

Lighting, 3



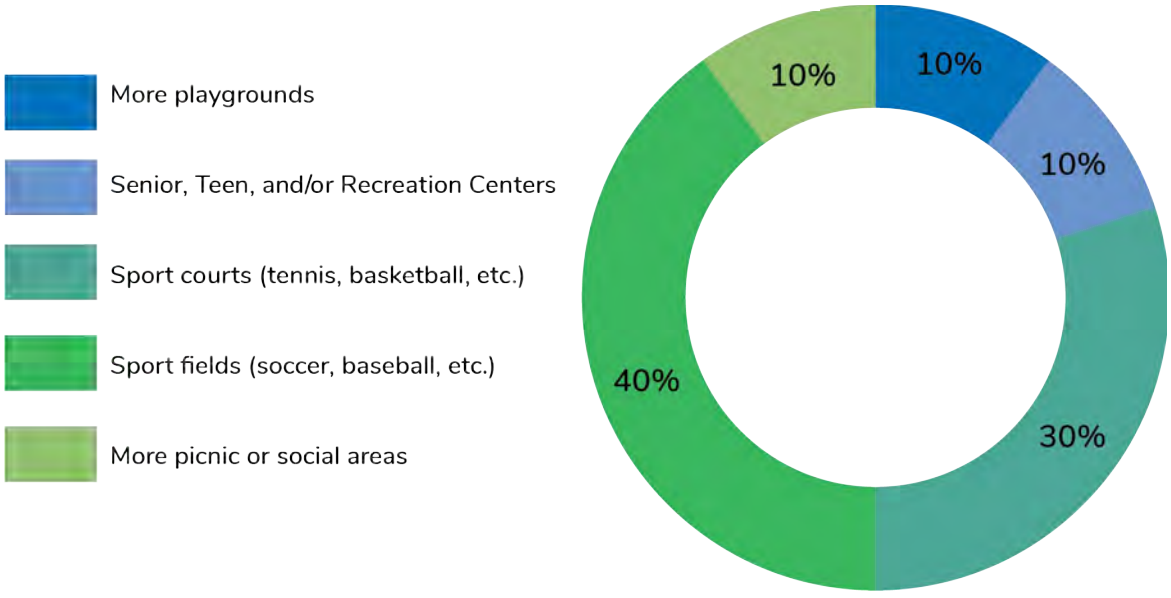
Community Workshop 3

The third online workshop was held on November 17th, 2020 at 6:00 pm. The team gave a summary of the public survey, discussed some of the park amenity gaps, went over some potential infill opportunities, introduced the project draft recommendations, quickly reviewed some of the park specific plan sites, and closed with the project's next steps and a community raffle. The recording of this workshop was posted on YouTube and was made available through the StoryMap website.

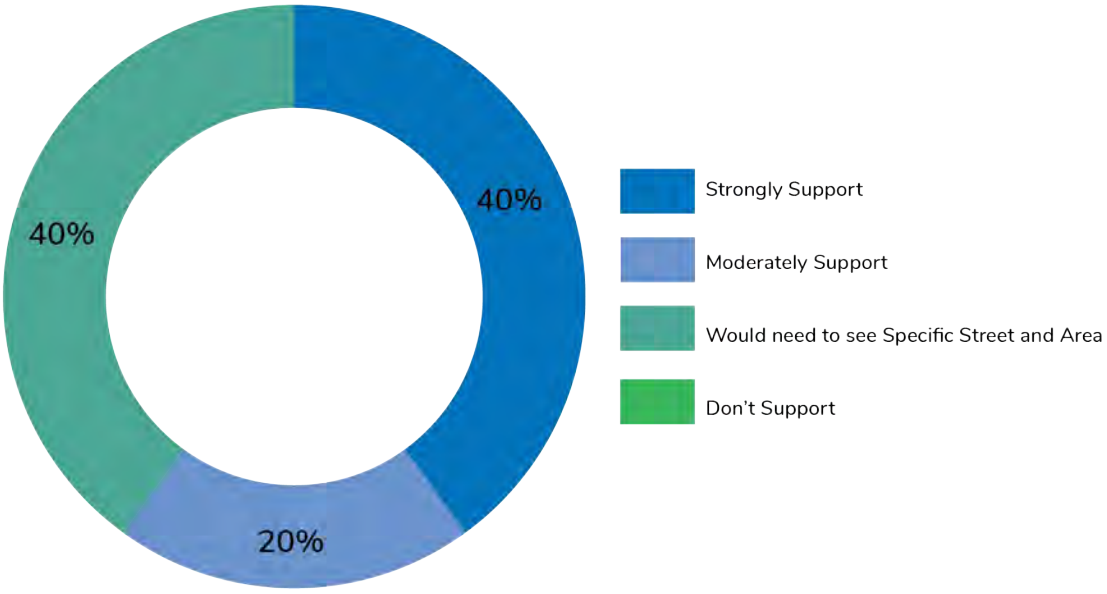
Poll Question #1:
Regarding Parks, what is most important to you?



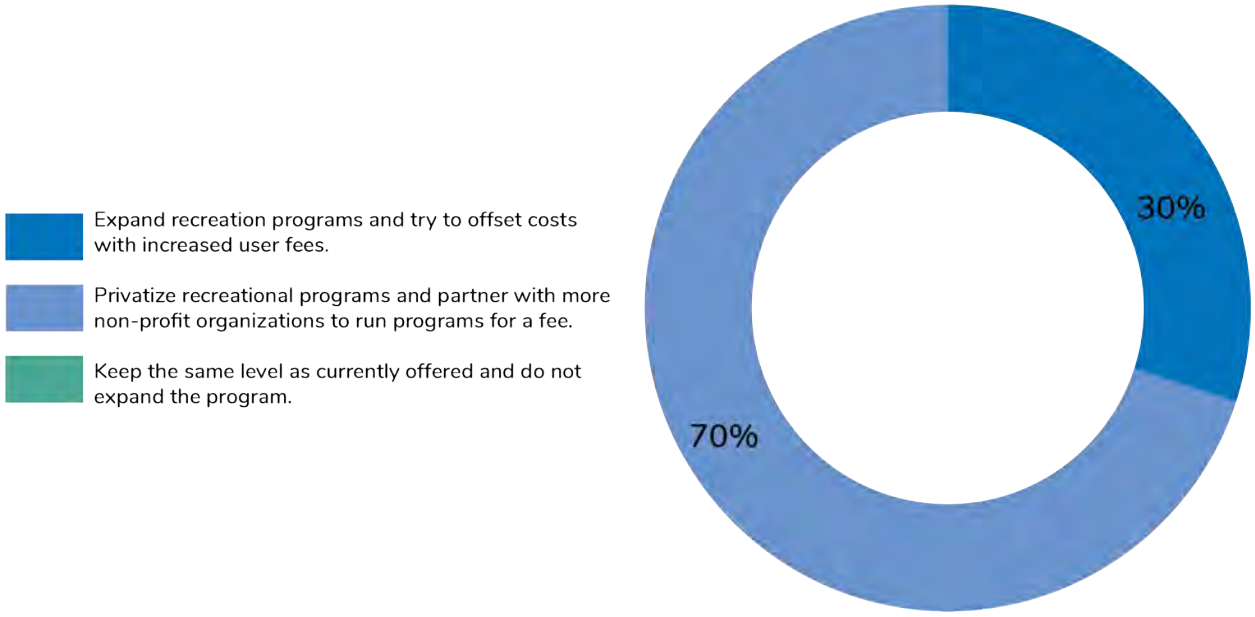
Poll Question #2:
Which of the following items do you feel are needed in your neighborhood?



Poll Question #3:
Do you support reclaiming portions of some City streets right of ways and improving these as public spaces or linear parks?



Poll Question #4:
The City offers some level of recreation programs, which of the following statements most closely aligns with your opinions on programs?



Community Workshop 4

The first online park specific workshop was held on December 15th, 2020 at 6:00 pm. The team gave an overview of the project along with a summary of the public survey and the park amenity gaps. The workshop was primarily focused on design ideas for Reggie Rodriguez Park, Grant Rea Park, and Montebello City Park. The team shared various design ideas including potential infill opportunities for each park and more holistic modifications to the park sites. The workshop closed with general discussion, the project's next steps, and a community raffle. Recording of this workshop was posted on YouTube and made available through the StoryMap website. Additionally, three park surveys were distributed to solicit input. The park surveys were provided to allow for additional input and feedback on the park specific plans. Community members who participated in the survey were entered into a community raffle.



Example of an online virtual workshop



Workshop 4 opportunity areas slide

4.2.4 GRANT REA PARK SPECIFIC SURVEY

Grant Rea Specific Park Survey was sent to the public after Community Workshop 4. This survey yielded 175 responses from the public. Out of these responses, 38% of the survey takers lived closest to Grant Rea Park. When asked how often they used the park, 42% responded with about once a week. In regards to park user safety, most users stated that the issues they encountered were uncleanliness of park amenities (specifically restrooms), vagrants, and lighting. As shown in Figure 4-3 and Figure 4-4, there were two optional park layouts presented in the survey. When asked which park redesign was most preferred, 43% said Option 1 and 57% said Option 2. Users who preferred option two enjoyed the addition of the dog park and walking paths.

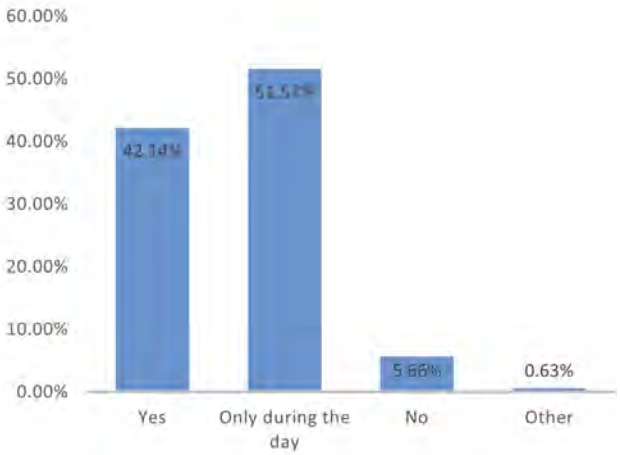
FIGURE 4-3: Grant Rea Park Redesign Option 1



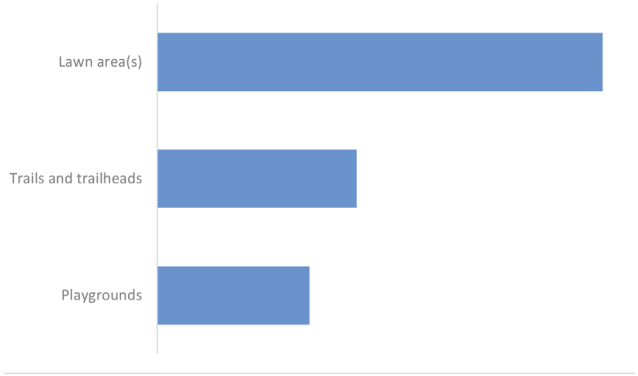
FIGURE 4-4: Grant Rea Park Redesign Option 2



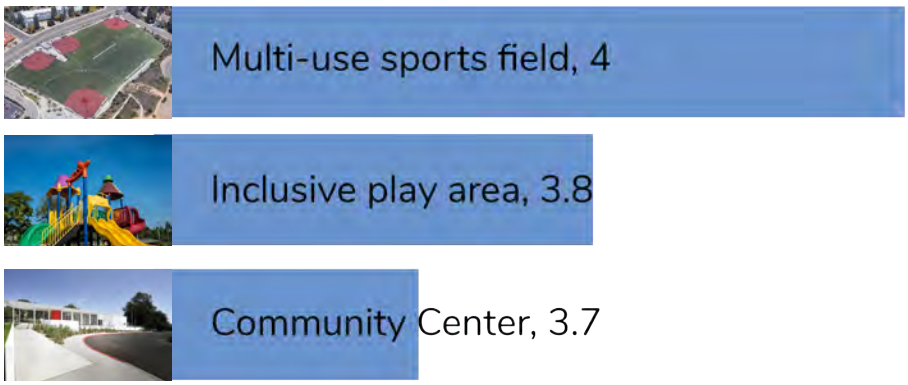
Do you feel safe visiting the park?



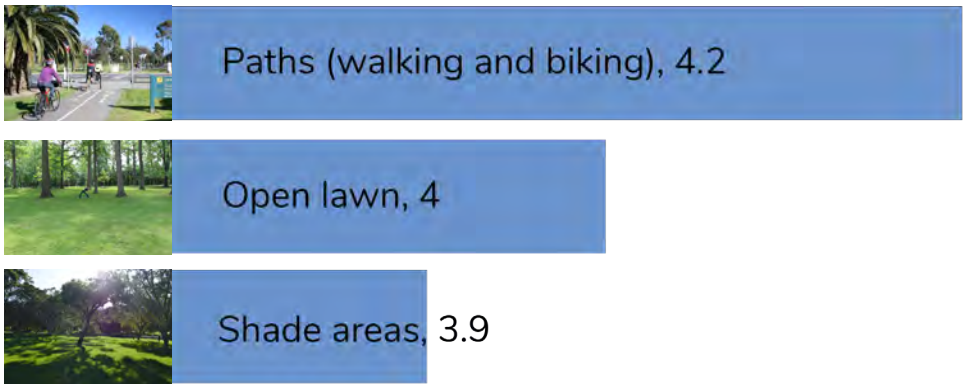
Top 3 areas survey users utilize the most:



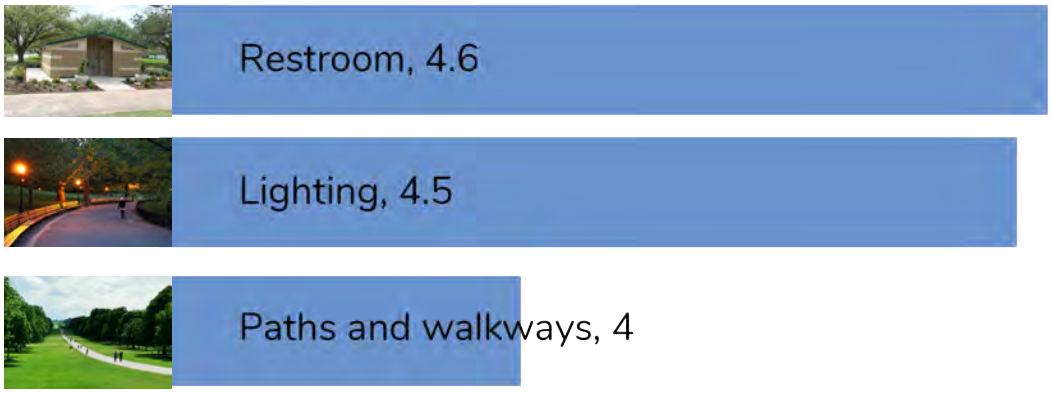
Specific Park Amenities Preferences:



New Park Amenities Preferences:



Improved Park Amenities Preferences:



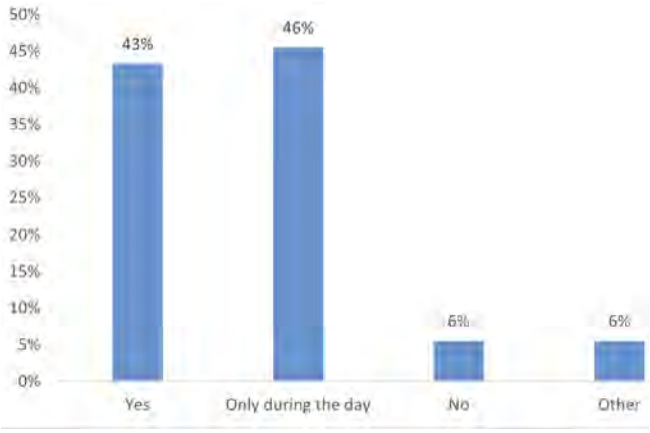
4.2.5 MONTEBELLO CITY PARK SPECIFIC SURVEY

Montebello City Specific Park Survey was sent to the public after Community Workshop 4. This survey yielded 199 responses from the public. Out of these responses, 52% of the survey takers lived closest to Montebello City Park. When asked how often they used the park, 32% responded with about once a week. In regards to park user safety, most users stated that the issues they encountered were uncleanliness of restrooms, vagrants, and upkeep of park amenities. Figure 4-5 shows the park redesign and when asked their comments on the design, many stated how they enjoyed the addition of walking trails.

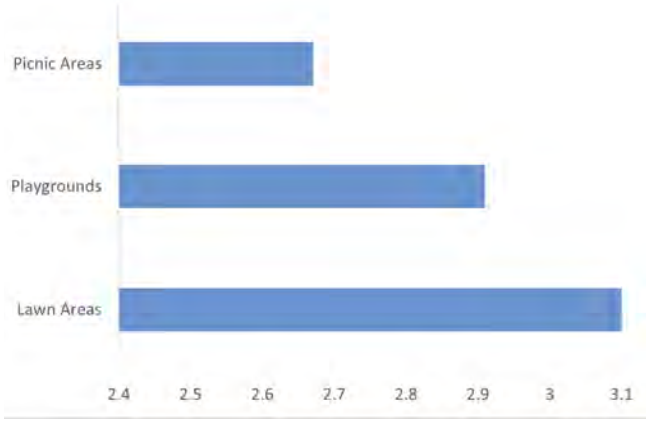
FIGURE 4-5: Montebello City Park Redesign



Do you feel safe visiting the park?



Top 3 areas survey users utilize the most:



Specific Park Amenities Preferences:



Inclusive play area, 4.2



Trail with fitness equipment, 4



Multi-use sports courts 3.8

New Park Amenities Preferences:



Paths (walking and biking), 4.4



Shade area, 4.2



Playgrounds, 4

Improved Park Amenities Preferences:



Lighting, 4.7



Restrooms, 4.5



Paths and sidewalks, 4.2

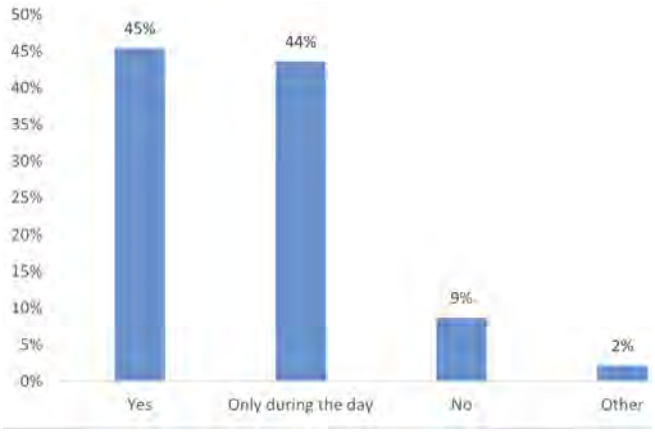
4.2.6 REGGIE RODRIGUEZ PARK SPECIFIC SURVEY

Reggie Rodriguez Specific Park Survey was sent to the public after Community Workshop 4. This survey yielded 289 responses from the public. Out of these responses, 53% of the survey takers lived closest to Reggie Rodriguez Park. When asked how often they used the park, 49% responded with about once a week. In regards to park user safety, most users stated that the issues they encountered were uncleanliness or park amenities (specifically restrooms) and vagrants. When shown the potential park redesign in Figure 4-6, many users stated their excitement about walking trails and playgrounds.

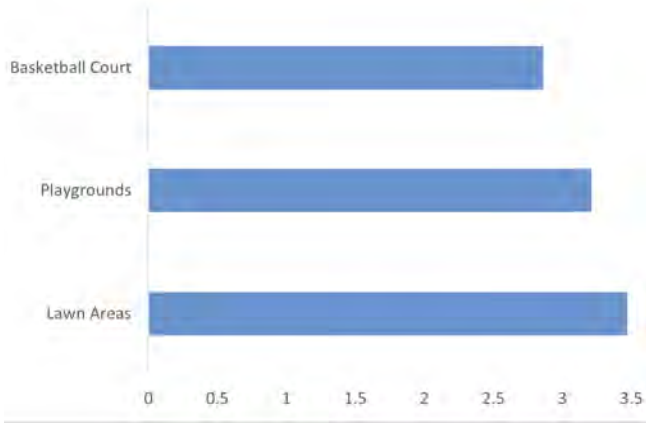
FIGURE 4-6: Reggie Rodriguez City Park Redesign



Do you feel safe visiting the park?



Top 3 areas survey users utilize the most:



Specific Park Amenities Preferences:



Inclusive play area, 3.9



Multi-use sports court (one court), 3.8



Multi-use artificial turf field (small) 3.75

New Park Amenities Preferences:



Paths (walking and biking), 4.1



Playgrounds, 3.94



Shaded seating areas for social gatherings, 3.92

Improved Park Amenities Preferences:



Restrooms, 4.4



Lighting, 4.2



Site Furnishings, 3.9

4.3 PROGRAM ANALYSIS

4.3.1 PROGRAM DEVELOPMENT

The City offers a variety of recreation services and programs that seek to meet the needs of the community. These services benefit individuals, families, businesses, and neighborhoods as a whole. Assessing current program offerings, determining program gaps, and idenifying community needs will allow the Parks and Recreation Department to identify improvement areas and develop strategies to assist in the delivery of other services. To do so, the City should develop a vision and mission to help identify the core services that will bring the greatest community benefits. It is also important to maintain regular dialogue with users and residents, as well as analyzing current trends, the market, and the data obtained during the community outreach efforts. The Montebello Recreation and Community Services Department should pursue program development around the priorities identified by the program evaluation process, research, and community input, including community events, hobby/interest programs, fitness and wellness programs, nature programs, among others. According to the survey, the top three highest priority programs are community events, fitness and wellness programs, and outdoor recreation programs. The following criteria should be analyzed when developing new programs:

- **Need**: outgrowth of a current popular program, or enough demonstrated demand to successfully support a minimal start (one class for instance).
- **Budget**: accounting for all costs and anticipated (conservative) revenues; should meet cost recovery targets established by the department.
- **Location**: appropriate, available, and within budget.
- **Instructor**: qualified, available, and within budget.
- **Materials and supplies**: available and within budget.
- **Marketing effort**: adequate and timely opportunity to reach intended market; (either existing marketing budget or as part of new program budget).

New programs should be based on community demand and trends. Careful consideration, planning, and communication with the community are required. Due to the inability to predict the success of certain activities and programs, the City should engage in continuous creative assessments, surveying, research, and planning for viability. Additionally, new programs should be well advertised to provide the best possibility of success. Available facilities and funding must be considered when adding or expanding programs, as this may hinder potential opportunities in some cases.

4.3.2 PROGRAM EVALUATION

All current programs should be evaluated annually to determine if they should be continued, changed, or discontinued. A few simple questions should be asked about each program that includes:

- Is participation increasing or decreasing?
- Is there information contained in user feedback that can be used to improve the program?
- Are cost recovery goals being met? If not, can fees be realistically increased or costs reduced?
- Can the program be offered by a more suitable or more qualified provider?
- Is this program taking up facility space that could be used for expansion of more popular programs or new programs in demand by the community?

4.4 KEY TRENDS

Since the provision of public parks and recreation services can be influenced by demographic preferences, the Master Plan process identified local and national recreation trends that help define what Montebello's residents are seeking. By combining participation levels of the City, resident demographics using data from the U.S. Census Bureau, local community input, and research of relevant national recreation trends, critical insights that help to plan for the future can be found. This section reviews local and national recreation trends relative to Montebello's demographic and identified interests. The current trends impacting City services include:

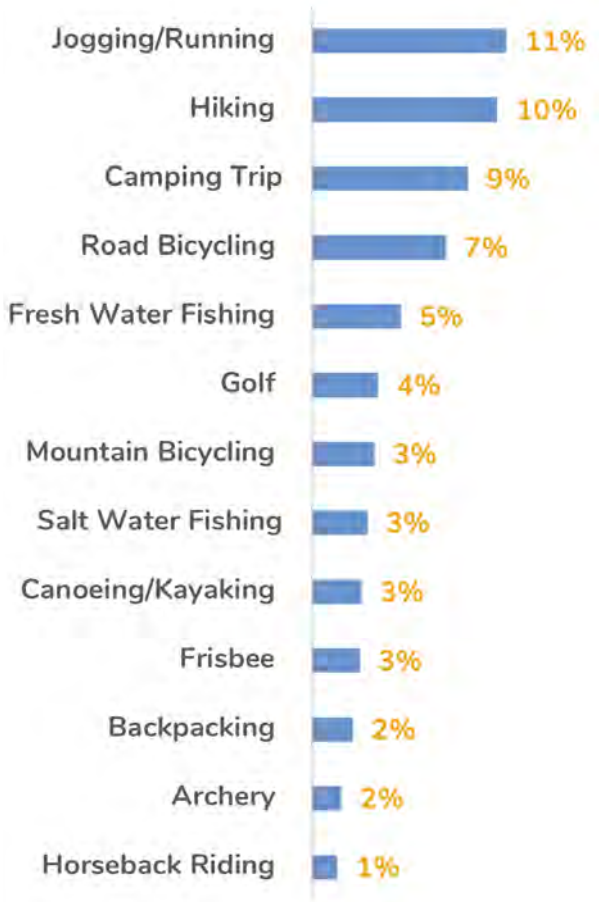
- A focus on walking, hiking, and camping in an outdoor setting.
- Participation in team sports activities.
- Swimming and aquatic-based activities.
- Recreation activity and programs for the different age-based generations.

Learning from these new shifts in participation in outdoor recreation, sports, and cultural programs, a city can then adapt its park requirement planning and development focus.

4.4.1 HOUSEHOLD PARTICIPATION IN OUTDOOR ACTIVITIES

According to the 2020 Sports, Fitness, and Leisure Activities (SFIA) Topline Participation Report, outdoor recreation is an activity group that is continuing to capture the interest and attention of new audiences; besides those older than 55, all other age groups listed camping as the number one activity among non-participants. Figure 4-7 demonstrates the participation in outdoor activities in the City households according to data from the U.S. Census Bureau. Almost 12 percent of households participated in overnight camping trips. Outdoor recreation activities that are growing in popularity are indicated with green arrows whereas activities that are losing popularity are indicated with a red arrow. Camping trips, canoeing/kayaking, fresh and saltwater fishing, frisbee, hiking, jogging/ running, and road biking, were all popular activities; visiting the beach was the number one outdoor recreation activity. Knowing that residents like to visit the beach may be an indication of the community's need for aquatic related programs. Table 4-9 shows the team sports with the highest and the lowest average annual growth from 2012 to 2017. According to the 2018 SFIA, Millennials are more likely than other generations to engage in water sports.

FIGURE 4-7: City of Montebello Outdoor Activity Participation



Source: U.S. Census, ESRI Business Analyst

TABLE 4-9: Water Sport Average Annual Growth

WATER SPORT	5 YEAR AVG. ANNUAL GROWTH
Stand Up Paddling	5.3%
Kayaking for recreation	5.2%
Surfing	1.8%
Sailing	-1.6%
Board Sailing	-1.8%
Wakeboarding	-2.5%

Source: 2020 Sports, Fitness, and Leisure Activities Topline Participation Report, 2014-2019

4.4.2 HOUSEHOLD PARTICIPATION IN TEAM SPORTS

Figure 4-8 demonstrates the household participation of individual and team sports in the City. Swimming, basketball, soccer, and baseball were all activities with over five percent of household participation.

Nationally, according to the 2020 SFIA report, the activity with the most growth over the last five years has been rugby with a more than 16 percent increase.

Flag football, indoor soccer, cheerleading and basketball have all experienced an increase in participation. Ultimate Frisbee, touch football, and fastpitch softball have seen a significant decline in the last five years.

4.4.3 NATIONWIDE FITNESS ACTIVITY TRENDS

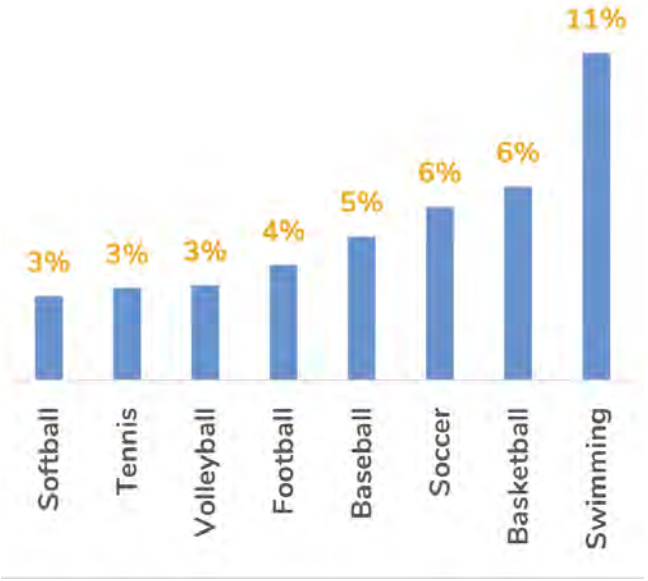
According to the SFIA, high impact intensity training (HIIT) and cross-training style workouts, or CrossFit, are two of the top trending aerobic activities. These workouts combine elements of gymnastics, weightlifting, running, rowing, and other sports to create a varied fitness regime.

Concerning individual sports, off-road triathlons have seen a 7 percent average annual growth for the last five years. These races, such as XTERRAs, consist of a competitive combination of swimming, mountain biking, and trail running.

Pickleball, a paddle sport mixing badminton, tennis, and table tennis, is still trending, gaining an average of 8 percent growth each year. Growing even slightly faster is Cardio Tennis at 9.1 percent. Cardio Tennis is a fitness program that focuses on combining a full-body workout with elements of tennis.

Engaging individuals who normally do not participate in recreational activities or visit parks is one of the outreach challenges of parks and recreation agencies. Income has been seen to impact activity rates; those households making under $50,000 are significantly less active than those making more. Data shows that having someone to join first-time users will increase participation more than any other reason.

FIGURE 4-8: City of Montebello Team Sport Participation



Source: U.S. Census, ESRI Business Analyst

TABLE 4-10: Team Sport National Average Annual Growth

TEAM SPORT	5 YEAR AVG. ANNUAL GROWTH
Flag Football	4.3%
Indoor Soccer	3.4%
Cheerleading	1.8%
Basketball	1.6%
Volleyball -- Court	0.6%
Outdoor Soccer	-1.0%

Source: 2020 Sports, Fitness, and Leisure Activities Topline Participation Report, 2014-2019

4.4.4 LOCAL AND STATE-WIDE RECREATIONAL EXPENDITURES

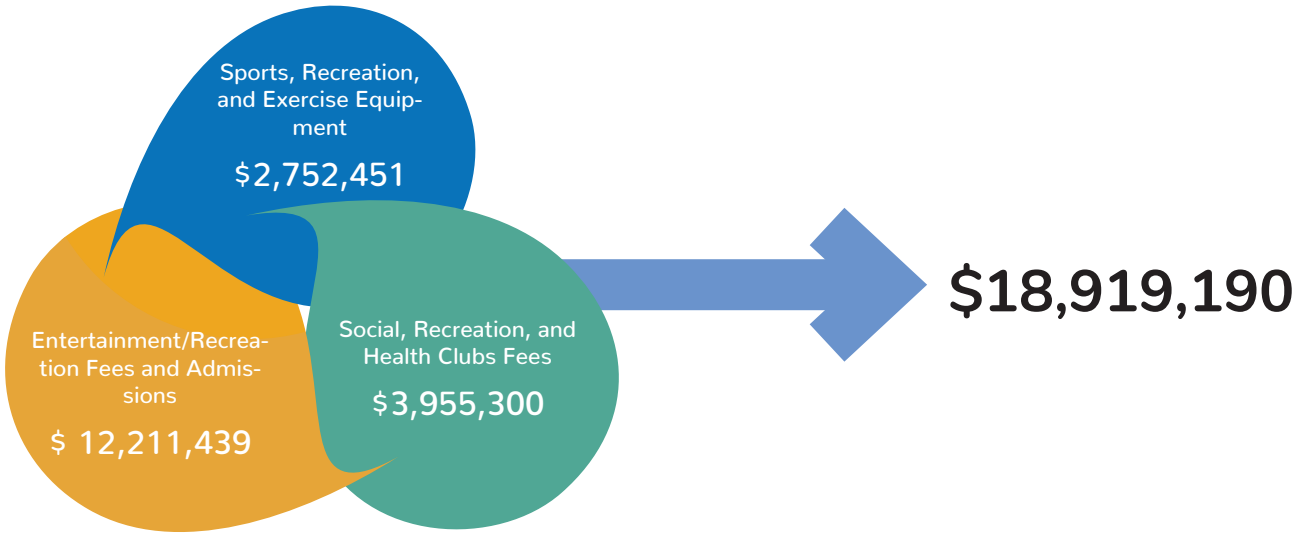
According to the U.S. Census Bureau, City of Montebello residents spend on average $118 a year on recreational expenditures, totaling almost $19 million in 2017, as seen in Figure 4-9 This included membership fees for social, recreation, and community clubs, fees for recreation lessons, camping fees, and recreation equipment purchases, and other related recreation expenses. According to the Outdoor Industry Economy Report, in California alone, annual consumer spending in outdoor recreation is $92 billion, supporting 691,000 direct jobs. About 56 percent of California residents participate in outdoor recreation each year.

TABLE 4-11: Nationwide Fitness Activity Trends

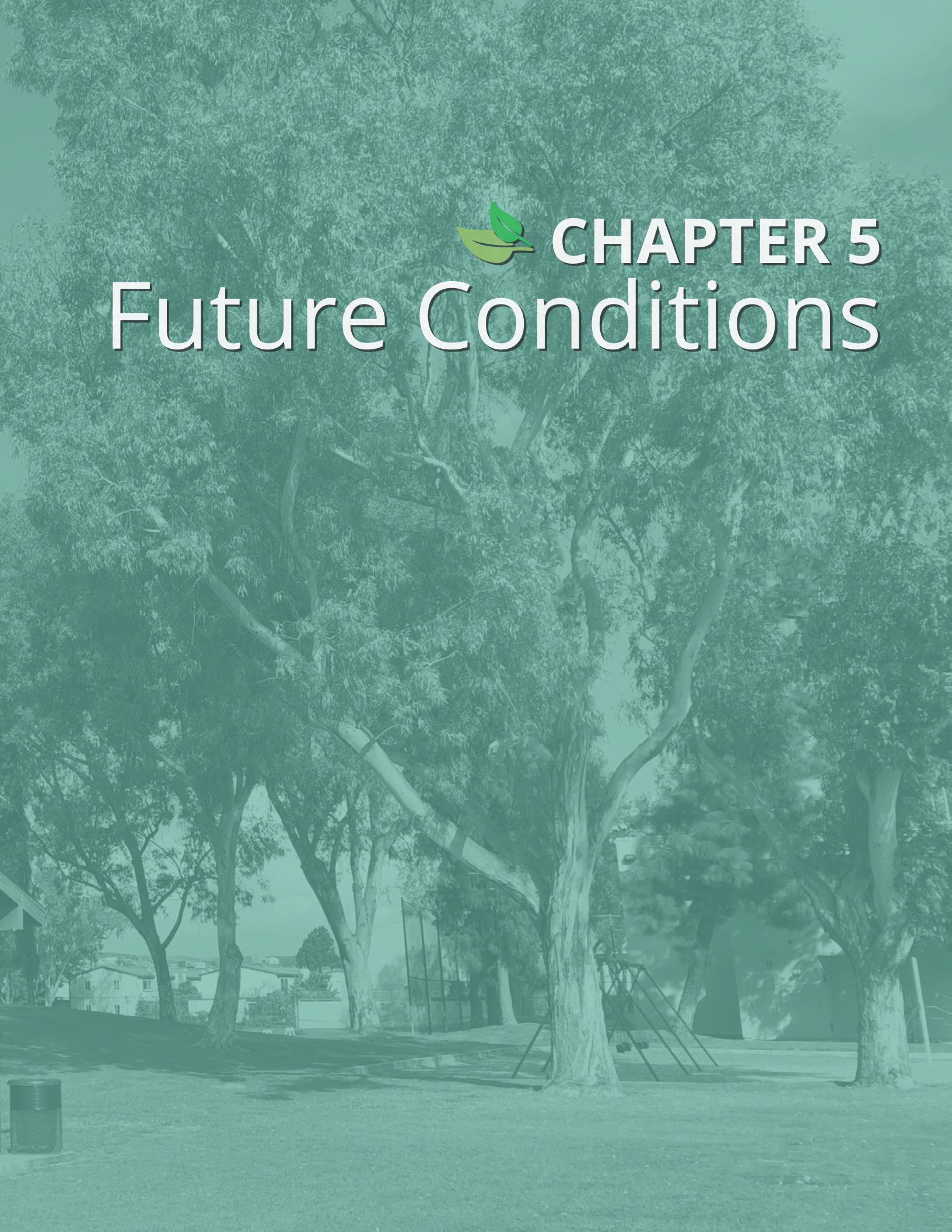
	5 YEAR AVG. ANNUAL GROWTH
AEROBIC ACTIVITY	
Aquatic Exercise	4.3%
Stationary Cycle	3.3%
Treadmill	2.5%
Dance, step and other choreographed to music	2.3%
Swimming for fitness	2.2%
Walking for fitness	-0.2%
Running/Jogging	-0.3%
STRENGTH ACTIVITY	
Free Weights (Barbells)	2.1%
Free Weights (Dumbbells/Hand Weights)	-1.7%
CONDITIONING ACTIVITIES	
Rowing Machine	5.5%
Yoga	3.8%
Barre	2.9%
Tai Chi	2.0%

Source: 2020 Sports, Fitness, and Leisure Activities Topline Participation Report, 2014-2019

FIGURE 4-9: City of Montebello Recreational Expenditures



Source: U.S. Census, ESRI Business Analyst



CHAPTER 5
Future Conditions

5.1 FUTURE POPULATION

In addition to determining the needs and desires of Montebello residents, it is important to examine the future projected City demographics, vacant land, potential growth areas within the City, and future recreation needs for the projected population. Understanding the community's recreational desires, its social makeup, and the City's ability to provide services is key to developing a long-range plan for Montebello's parks and recreational facilities. This chapter highlights the demographic trends and future recreation needs as obtained through the outreach process and the Population Based Standards (PBS). These needs, deficiencies, and demographic changes should influence the City's park and recreation planning through 2035. After 2035, a new park master plan should be considered to calibrate and update these changes and trends.

5.1.1 PROJECTED POPULATION

SCAG provides several resources for population growth projections for jurisdictional planning within the Government's boundary. However, to more accurately project population growth, a thorough analysis of the city's General Pan, the market demand for housing in the given city, vacant land for population growth opportunities, local and regional jobs trends, and other inputs are required. As the City of Montebello was going through a General Plan Update and a Downtown Specific Plan at the time of this report, further population projections based on these planning efforts were not available in the population projections shown in this report. However, a percentage growth rate was generated after a close analysis of various data sources. These sources include the following:

- Various interviews with the consultant leading the General Plan Update and Downtown Specific Plan planning efforts.
- Close analysis of the two reputable projection scenarios - SCAG Demographic and Growth Projection report and the SCAG Regional Housing Needs Assessment (RHNA) report.
- Analysis of various City planning efforts and vacant land leading to future potential growth corridors, catalytic sites, and growth trends related to transit oriented development.

TABLE 5-1: Population Projection

Year	Population
2018	63,275
2020	63,833
2025	69,382
2030	74,931
2035	80,480

This study that was developed for this project is herein referred to as the "Anticipated Growth Scenario" (AGS). The AGS represents the mean growth percentage between the SCAG growth projection (3% annual growth) along with the *RHNA growth projection (40% annual growth). The AGS was then skewed to the upper quartile (75%) of the mean between these two data sets.

Based on the analysis from the AGS project, the City is projected to have a population of 80,480 persons in 2035. This represents a 26% increase over the 2017 population of approximately 16,647 persons. This population growth rate demonstrates an aggressive growth pattern. Although this level of growth may not occur, planning to accommodate this level of growth is prudent as it may represent a worst-case scenario.

*Derived from the 5,174 housing units needed multiplied by the average household size at 3.3

5.1.2 VACANT LAND

The City of Montebello has 424.19 acres of vacant land, as determined by the October 10, 2020 parcel assessment information from LA County. Planning efforts for the various vacant land parcels are currently underway, although changes in desired use may result in future planning efforts, including this Master Plan. To allow for planning decisions to be made, all parcels are shown in Figure 5-1. Further descriptions of these 'opportunity sites' are found in this chapter. The currently vacant land allows for more accurate population projections as these represent easier opportunities for new development and growth.

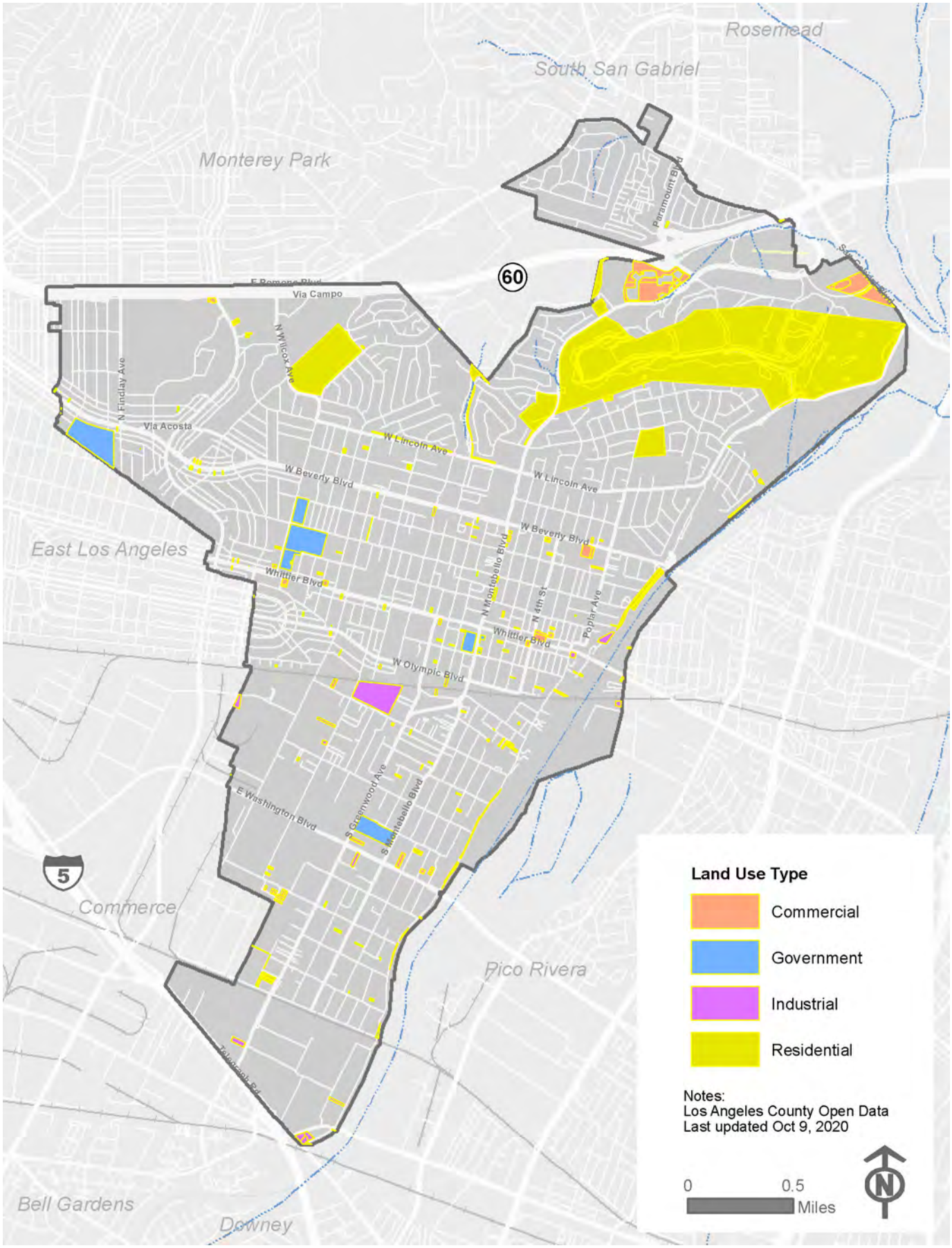


FIGURE 5-1: Vacant Land

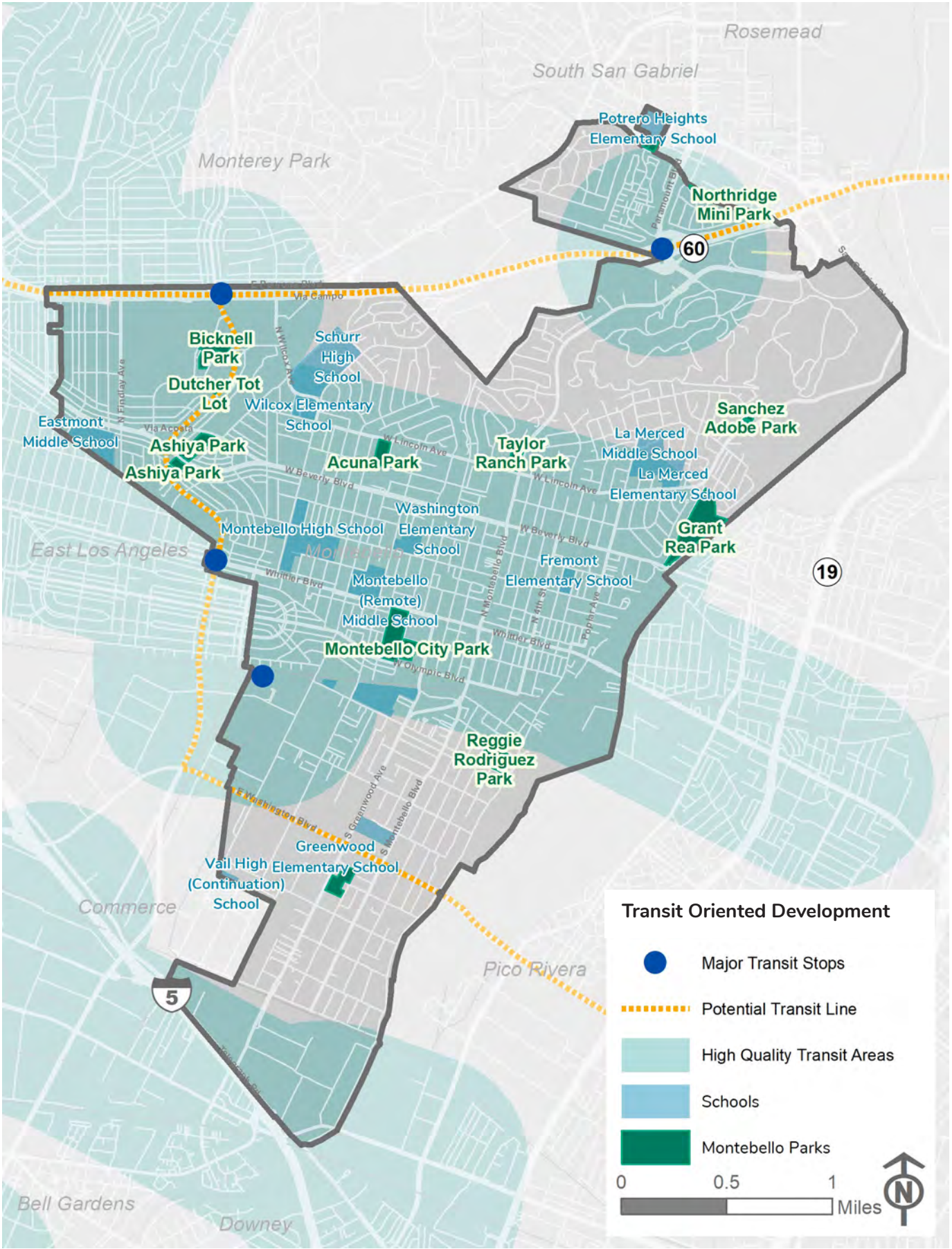


FIGURE 5–2: Transit Oriented Development

5.1.3 TRANSIT ORIENTED DEVELOPMENT

As vacant land is limited in the urbanized canvas of Montebello, the development trend that's likely to occur is transit oriented development (TOD). TOD typically occurs as infill development, which is where an existing parcel is redeveloped to accommodate more intensive and denser usage of the parcel. These types of developments are usually catalyzed by larger transportation planning efforts occurring near or around major transportation corridors and transit stops. Furthermore, these efforts are typically incentivized by the local government as they present a smarter growth pattern than isolated growth areas where public transportation and other services may be lacking. These areas may be the focus of the current General Plan Update and Downtown Specific Plan where upzoning or rezoning of parcels may occur and underutilized surface lots, warehouses, and one-story buildings are converted to low-rise or mid-rise towers. The challenge with infill development as it relates to park planning is that it typically exacerbates the demand for park services within the given growth areas while not providing much parkland in exchange within the vicinity of growth, creating additional pressure to the parks within walking distance.

Major Transit Stops

With the increase of population and catalytic sites throughout Montebello, TOD's will be on the rise. Its location near the LA Metropolitan Area makes Montebello an ideal area for TOD's. The blue points in Figure 5-2 are the major Transit stops in Montebello where TOD's would most likely be centered around. The following transit stops are Major Transit Stops:

- Paramount/Marketplace;
- Garfield/Via Campo;
- Garfield /Whittier;
- Montebello/ Commerce Metrolink Station.

High Quality Transit Areas

High-quality transit areas include the area within a half-mile radius around major transit stops or transit routes. These are the areas most TOD's would be developed and the City's population would increase. These areas are shown in Figure 5-2 and depicted in light blue.

Potential Gold Line Extension

The potential Gold Line Extension (see Figure 5-2) offers a great opportunity for connecting Montebello transit with the greater LA Area. The Gold Line is an eastward extension along the 60 Freeway to the Montebello Town Center, and a southeasterly extension to Whittier via Garfield Ave. and Washington Blvd. This corridor already benefits from high transit use, pedestrian-friendly design, and numerous job and entertainment destinations, catalyzing TOD's.

TOD Growth (Case Studies)

Noteworthy examples of TOD within the Los Angeles region are the Van Nuys Station and Mariachi Plaza:

The Van Nuys Station is a bus station on the current Orange Line and the future East San Fernando Valley Line. This bus station is located in a suburban neighborhood and surrounded by mainly low-rise residential and commercial uses. In its current location, the bus station serves about 30,783 people and as a TOD, the population increase could rise to 38,095, according to the 2018 UCLA Transit Oriented Los Angeles report. As a TOD the neighborhood surrounding the bus stop will become denser and infill of 800 sf/unit buildings will increase in the area.



Van Nuys Station

The Mariachi Plaza Station is connected to the Gold Line, which may also run through Montebello. This light rail station is in Boyle Heights at the commercial center of the Mariachi Plaza off of 1st Street and Boyle Avenue.



Mariachi Plaza Station

5.2 POPULATION GROWTH DISTRIBUTION

Based on the demand that TOD may have on the City, an analysis of the growth distribution was done to better understand growth areas within the City. Since growth will be focused on key corridors and around future transportation hubs, a focused analysis that takes the anticipated growth and divides it amongst these areas is the best method to understand distribution. Table 5-2 illustrates the anticipated distribution based on this analysis. Furthermore, Figure 5-3 shows these areas and their anticipated growth percentages as it relates to the City map. Note that these projections are preliminary and will be examined in greater detail and refined during the General Plan update and Downtown Specific Plan process; however, this provides a general framework to explore growth distribution within the City. The areas identified within the growth areas are:

Area A – Beverly Boulevard:

Beverly Boulevard will likely experience a level of growth that is slightly above the rate of growth within the City but modest compared to other key corridors. This is due to the commercial presence of Beverly Boulevard and the fact that most administrative and governmental facilities occur along this corridor which will restrict residential growth. However, some areas along Beverly Boulevard may witness some infill development resulting in some growth of the area.

Area B – Montebello Boulevard North:

The north end of Montebello Boulevard may see growth mildly above the City's rate of growth. This is due to the commercial presence, the existing Taylor Ranch Park site and other areas that may restrict residential growth. However, some areas south of Beverly Boulevard and adjacent to the Whittier Boulevard growth / downtown specific growth area may witness some infill development resulting in mild population growth.

Area C – Whittier Boulevard:

Whittier Boulevard will likely experience the highest level of growth within the existing developed areas within the City due to the Downtown Specific Plan on the east end of this corridor area. Additionally, this corridor is a SCAG High Quality Transit Area and has a Major Transit Stop on the west end of the corridor. The existing sparse development on the far east end of the identified area along the Rio Hondo may experience additional growth due to the available land. All these factors contribute the higher percentage of population distribution for the corridor.

Area D – Greenwood Avenue:

Greenwood Avenue will likely experience a modest level of growth compared to the rest of the City. This is due to the adjacency to Washington Boulevard and the likely increase in density that may occur due to a potential Gold Line expansion. Additionally, this area already has some density compared to the rest of the City which may be redeveloped to accommodate additional housing units.

Area E – Montebello Boulevard South:

Montebello Boulevard South will likely experience a modest level of growth compared to the rest of the City. Similar to Greenwood, this is also due to the adjacency to Washington Boulevard and the likely increase in density that may occur due to a potential Gold Line expansion. This area is mainly R1 residential zoning which may change if the community and planning officials feel that higher density along this corridor is desired.

Area F – Washington Boulevard:

Washington Boulevard will likely experience the second highest level of growth within the existing developed areas within the City along with the catalytic sites. This is due to the increase in density that may occur due to a potential Gold Line expansion. Further, this area has other growth opportunities on the western end that are currently light industrial uses. These areas may be rezoned if the Gold Line becomes a reality.

Area G - Catalytic Sites:

The catalytic site areas are specific areas that may be sought after for redevelopment in the future. These sites currently have vast parking lots, unused land, are underutilized or simply inefficient in their uses. These sites allow for possible growth opportunities as redevelopment may include additional housing in order to achieve the RHNA goals.

Area H – Montebello Hills:

The Montebello Hills site is a specific plan area with up to 1,200 planned residential dwelling units. Using the average household size of 3.3 persons, an approximate population increase of 3,995 people could be anticipated in these areas if approval, construction, and occupancy occurs. This exhibits the largest population growth area within the City. As such, the distribution accounts for this population as closely as the percentage increments allow.

TABLE 5-2: Population Distribution Table - 2035 Projection

AREA NAME	AREA ID	PER	TOTAL
Beverly Blvd.	A	5%	832
Mont. Blvd. N.	B	3%	499
Whittier Blvd.	C	20%	3,329
Greenwood Ave.	D	8%	1,332
Mont. Blvd. S.	E	8%	1,332
Washington Blvd.	F	15%	2,497
Catalytic Sites	G	15%	2,497
Montebello Hills	H	24%	3,995
Rest of City	-	2%	333
All	-	100%	16,647

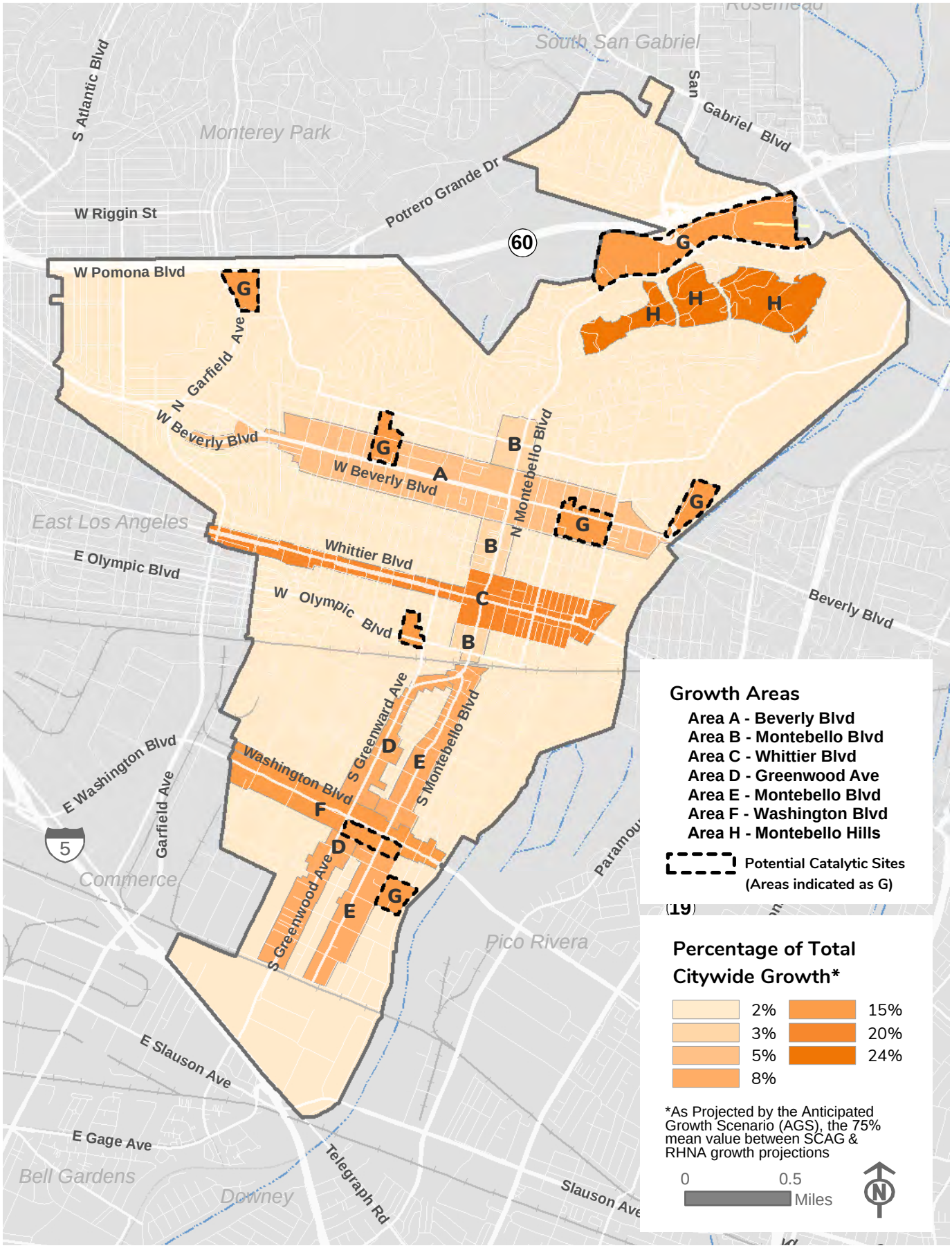


FIGURE 5-3: Specific Plan Area and Corridors

5.3 FUTURE LOS NEED ANALYSIS

The future LOS need analysis is a study to determine which park amenities will be in higher demand within the City as it continues into the near future. The analysis provided an adjustment factor to the NRPA national guidelines to determine a forecasted demand resulting in the 'Recommended City Standards' amount in the LOS amenities table found in Table 5-3. The adjustment factor is based on sports trends, user input data, and current recreation participation numbers. This analysis then took a numeric adjustment which correlates with a low, neutral, high, and very high classification. This classification adjustment was the result of the following studies as in presented in Chapter 4 in greater depth:

- Amenity Trends based on the 2020 Sports, Fitness, and Leisure Activities (SFIA) Topline Participation Report
- User input data from the collective user outreach including the statistically valid surveying, park specific user surveys, and stakeholder interviews
- The current Montebello household participation in outdoor activities, team sports, and fitness activities





TABLE 5-3: Level of Service Adjustment Table

	FACILITY / AMENITY	NEED ADJUSTMENT	Trends	User Data	Rec Participation
Indoor Rec. Facilities	Rec Center	0.93	HIGH	HIGH	NEUTRAL
	Community Centers	0.77	V HIGH	HIGH	V HIGH
	Senior Center	0.97	NEUTRAL	HIGH	NEUTRAL
	Teens Center	0.97	NEUTRAL	HIGH	NEUTRAL
	Performance Amphitheaters	0.97	NEUTRAL	HIGH	NEUTRAL
	Nature Centers	1.00	NEUTRAL	NEUTRAL	NEUTRAL
Outdoor Park & Rec Facilities	Basketball Courts	0.83	HIGH	HIGH	V HIGH
	Bocce ball	1.07	NEUTRAL	LOW	LOW
	Community Gardens	0.97	NEUTRAL	HIGH	NEUTRAL
	Diamond Fields: Baseball (Adult - 230'+)**	0.83	HIGH	HIGH	V HIGH
	Diamond Fields: Baseball (Youth - <230')**	0.83	HIGH	HIGH	V HIGH
	Diamond Fields: Softball (Adult - 200'+)**	0.83	V HIGH	HIGH	HIGH
	Diamond Fields: Softball (Youth - <200')**	0.83	V HIGH	HIGH	HIGH
	Dog Parks	0.87	HIGH	V HIGH	NEUTRAL
	Multi-Purpose Field*	0.83	HIGH	V HIGH	HIGH
	Field Hockey / Lacrosse Field				
	Football				
	*Soccer (Adult U14+)**				
	*Soccer (Youth U6-12)**				
	*Baseball (Adult - 230'+)**				
	*Baseball (Youth - <230')**				
	*Softball (Adult - 200'+)**				
	*Softball (Youth - <200')**				
	Pickleball***	0.97	NEUTRAL	HIGH	NEUTRAL
	Picnic Areas (12+people)	0.97	NEUTRAL	HIGH	NEUTRAL
	Playgrounds (age 6-12)	0.97	NEUTRAL	HIGH	NEUTRAL
	Playgrounds (tot lot / age 2-5)	0.97	NEUTRAL	HIGH	NEUTRAL
	Rectangular Soccer (Adult U14+)**	0.83	HIGH	HIGH	V HIGH
	Rectangular Soccer (Youth U6-12)**	0.83	HIGH	HIGH	V HIGH
	Skate Parks	1.00	NEUTRAL	NEUTRAL	NEUTRAL
	Swimming pool	0.77	V HIGH	HIGH	V HIGH
	Tennis Courts	0.93	NEUTRAL	HIGH	HIGH
	Volleyball	0.93	NEUTRAL	HIGH	HIGH
Linear	Pedestrian Trails - miles	0.83	HIGH	V HIGH	HIGH
	Bicycle Trails - miles	0.83	HIGH	V HIGH	HIGH

Notes:

* Lower number equals higher need/ higher number equals lower need

TABLE 5-4: Future Level of Service

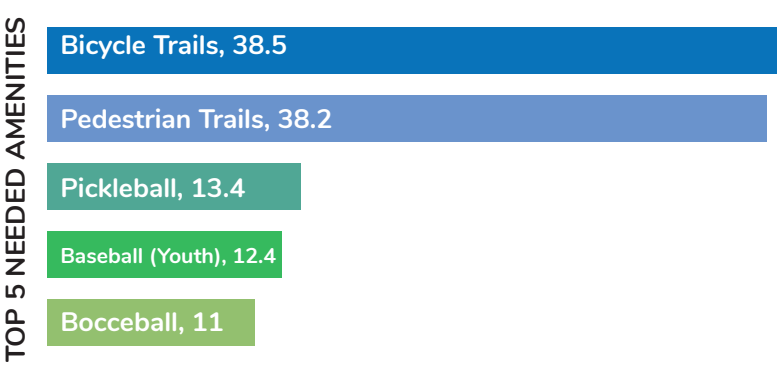
	Level of Service for 2035 Population (80,480 Est. Pop. Per AGS)	<- Existing Facilities: Existing City Facilities	Existing Private Facilities (partially counted)	School Facilities (not counted)	Total Existing Inventory	Needed Facilities->: NRPA National Guideline Service Level (1/# pop)	Recommended City Standard (1/# pop)	Low - (SCAG RGF) Total Facilities Needed	Utilized - (AGS) Total Facilities Needed	High - (RHNA) Total Facilities Needed	Low - (SCAG RGF) Total Surplus / Deficit	Utilized - (AGS) Total Surplus / Deficit	High - (RHNA) Total Surplus / Deficit
Indoor Rec. Facilities	Rec Center	2	1	1	**2.3**	40,900	38,200	1.7	2.1	2.3	**0.5**	**0.1**	(0.1)
	Community Centers	1	0	0	**1.0**	42,490	32,600	2.0	2.5	2.7	(1.0)	(1.5)	(1.7)
	Senior Center	1	0	0	**1.0**	68,700	66,400	1.0	1.2	1.3	**0.0**	(0.2)	(0.3)
	Teens Center	0	0	0	**0.0**	60,270	58,300	1.1	1.4	1.5	(1.1)	(1.4)	(1.5)
	Performance Amphitheaters	1	0	2	**1.0**	57,304	55,400	1.2	1.5	1.6	(0.2)	(0.5)	(0.6)
	Nature Centers	0	0	0	**0.0**	65,000	65,000	1.0	1.2	1.4	(1.0)	(1.2)	(1.4)
Outdoor Park & Rec Facilities	Basketball Courts	5	0	43.5	**5.0**	8,560	7,100	9.3	11.3	12.6	(4.3)	(6.3)	(7.6)
	Bocce ball	1	0	0	**1.0**	6,250	6,700	9.8	12.0	13.3	(8.8)	(11.0)	(12.3)
	Community Gardens	0	0	2	**0.0**	50,000	48,300	1.4	1.7	1.9	(1.4)	(1.7)	(1.9)
	Diamond Fields: Baseball (Adult - 230'+)**	1	0	0	**1.0**	22,900	19,100	3.4	4.2	4.7	(2.4)	(3.2)	(3.7)
	Diamond Fields: Baseball (Youth - <230')**	1	0	2	**1.0**	7,200	6,000	11.0	13.4	14.9	(10.0)	(12.4)	(13.9)
	Diamond Fields: Softball (Adult - 200'+)**	2	0	0	**4.0**	15,500	12,900	5.1	6.2	6.9	(1.1)	(2.2)	(2.9)
	Diamond Fields: Softball (Youth - <200')**	2	0	6	**2.0**	12,000	10,000	6.6	8.0	8.9	(4.6)	(6.0)	(6.9)
	Dog Parks	0	0	0	**0.0**	58,000	50,300	1.3	1.6	1.8	(1.3)	(1.6)	(1.8)
	Multi-Purpose Field*	2	0	8	**2.0**	10,470	8,700	7.6	9.3	10.3	(5.6)	(7.3)	(8.3)
	Field Hockey / Lacrosse Field	0	0	0	**0.0**								
	Football	0	0	3	**0.0**								
	*Soccer (Adult U14+)**	0	0	3	**0.0**								
	*Soccer (Youth U6-12)**	2	0	7	**2.0**								
	*Baseball (Adult - 230'+)**	0	0	0	**0.0**								
	*Baseball (Youth - <230')**	0	0	0	**0.0**								
	*Softball (Adult - 200'+)**	2	0	1	**2.0**								
	*Softball (Youth - <200')**	0	0	3	**0.0**								
	Pickleball***	0	0	0	**0.0**	6,250	6,000	11.0	13.4	14.9	(11.0)	(13.4)	(14.9)
	Picnic Areas (12+people)	13	0	0	**13.0**	5,000	4,800	13.7	16.8	18.6	(0.7)	(3.8)	(5.6)
	Playgrounds (age 6-12)	8	0	7	**8.0**	3,860	3,700	17.8	21.8	24.2	(9.8)	(13.8)	(16.2)
	Playgrounds (tot lot / age 2-5)	4	0	4	**4.0**	11,200	10,800	6.1	7.5	8.3	(2.1)	(3.5)	(4.3)
	Rectangular Soccer (Adult U14+)**	0	0	3	**0.0**	16,644	13,900	4.7	5.8	6.4	(4.7)	(5.8)	(6.4)
	Rectangular Soccer (Youth U6-12)**	0	0	7	**2.0**	9,085	7,600	8.7	10.6	11.8	(6.7)	(8.6)	(9.8)
	Skate Parks	1	0	0	**1.0**	62,570	62,600	1.1	1.3	1.4	(0.1)	(0.3)	(0.4)
	Swimming pool	2	1	2	**2.3**	45,800	35,100	1.9	2.3	2.5	**0.4**	(0.0)	(0.3)
	Tennis Courts	4	6	19	**5.5**	6,250	5,800	11.4	13.9	15.4	(5.9)	(8.4)	(9.9)
	Volleyball	0	0	1	**0.0**	22,250	20,800	3.2	3.9	4.3	(3.2)	(3.9)	(4.3)
Linear	Pedestrian Trails - miles	4.12	0	0	**4.1**	2,300	1,900	34.7	42.4	47.1	(30.5)	(38.2)	(43.0)
	Bicycle Trails - miles	3.72	0	0	**3.7**	2,450	2,000	32.9	40.2	44.7	(29.2)	(36.5)	(41.0)

Notes:

** Indicates a shared facility with seasonal use - point included in single purpose facilities*

*** Indicates a single purpose facility, number includes shared facilities*

**** May count some of the tennis courts if facility is shared*





5.4 FUTURE POPULATION BASED SERVICE ANALYSIS

For the purposes of this chapter, a population-based service analysis was done for future conditions based on population forecasts from the SCAG RGF which is projected on the low end and the RHNA population estimates (projected on the high end). Table 5-4 shows the difference of this range along with the utilized AGS scenario. The results are that amenities that currently exceed the standards are expected to keep meeting them by 2035. However, the facilities that do not meet the level of standards today will have a greater deficiency in the future, as shown in Table 5-4. This type of analysis is important because it allows the City to identify the future needs and deficiencies of the community and plan accordingly, especially around those areas that are expected to gain the most population by 2030. New community parks and recreation facilities should be centered in those areas with deficiencies that are expected to concentrate more density, especially near developments that meet the criteria for density incentives for low- and moderate-income units. This will make these facilities more accessible to a higher percentage of users who drive, bike, or walk. Future development should be located within shorter distance of these community parks and recreation facilities to ensure an adequate level of service while at the same time encouraging alternate modes of traveling, traffic reduction, and healthier lifestyles.



TABLE 5-5: Future Distribution

Park Service Area	# Population Served 2017	% Population Served 2017	# Population Served 2035	% Population Served 2035
15-Minute Walking Distance (Neighborhood Parks)	22,858	36.5%	26,135	32.5%
15-Minute Walking Distance (All Active Parks)	23,455	37.4%	25,183	31.3%
15-Minute Walking Distance (All Parks)	25,654	41.0%	29,125	36.2%
5-Minute Driving Distance (Community Parks)	27,086	43.2%	30,046	37.3%
5-Minute Driving Distance (All Parks)	28,481	45.5%	32,138	39.9%

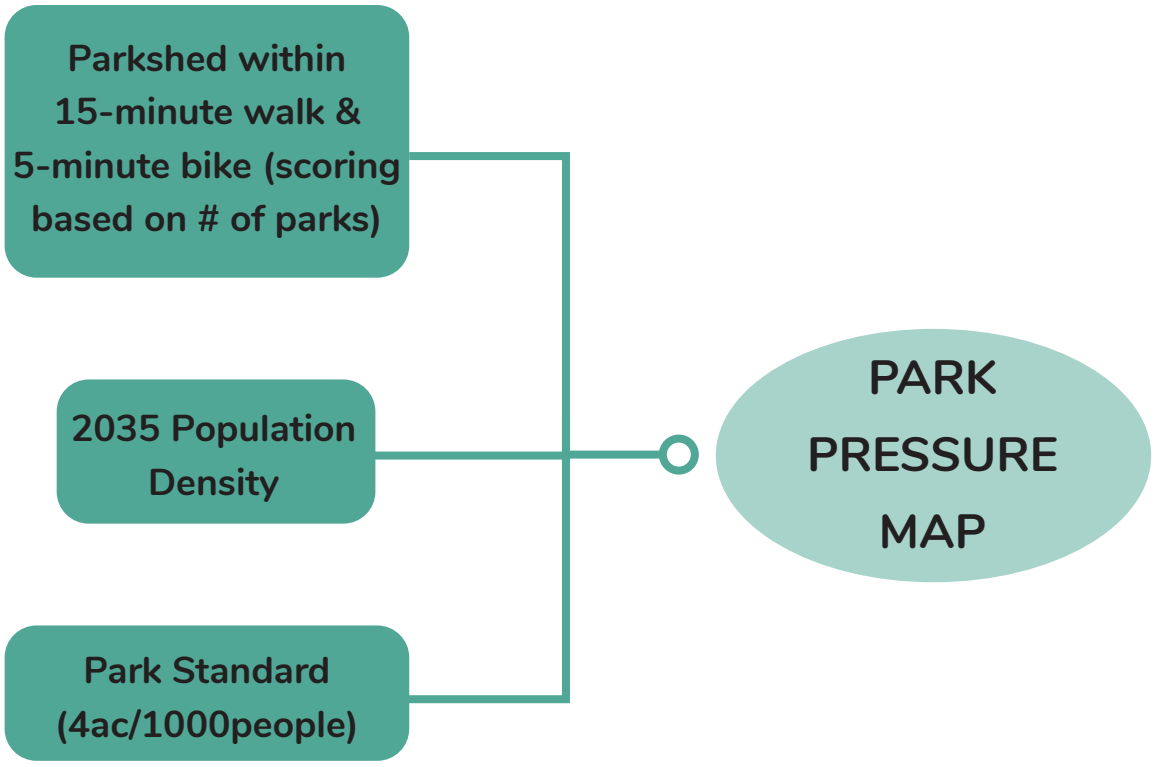
5.4.1 FUTURE PARK PRESSURE

Park pressure is a mapping study that analyses park size in relation to population density and quantifies how population density affects parks by capturing the potential demand. This study assumes that each resident is using the park closest to them. Park pressure was generated by defining a "parkshed" around each park in the City which is defined by a polygon containing all the households. The population within each parkshed was then calculated to estimate the number of potential park users within each parkshed. The acreage of the park was then used to calculate the number of park acres available per 1,000 people within the parkshed.

Areas within the City with fewer park acres available per 1,000 people within the parkshed are more likely to have heavier use, while those with more park acres available may be used less heavily. Population density can greatly affect park pressure. So as the City densifies in areas around the defined TOD areas, the parks serving those will be more impacted and will experience greater park pressure.



TABLE 5-6: Park Pressure of Inputs



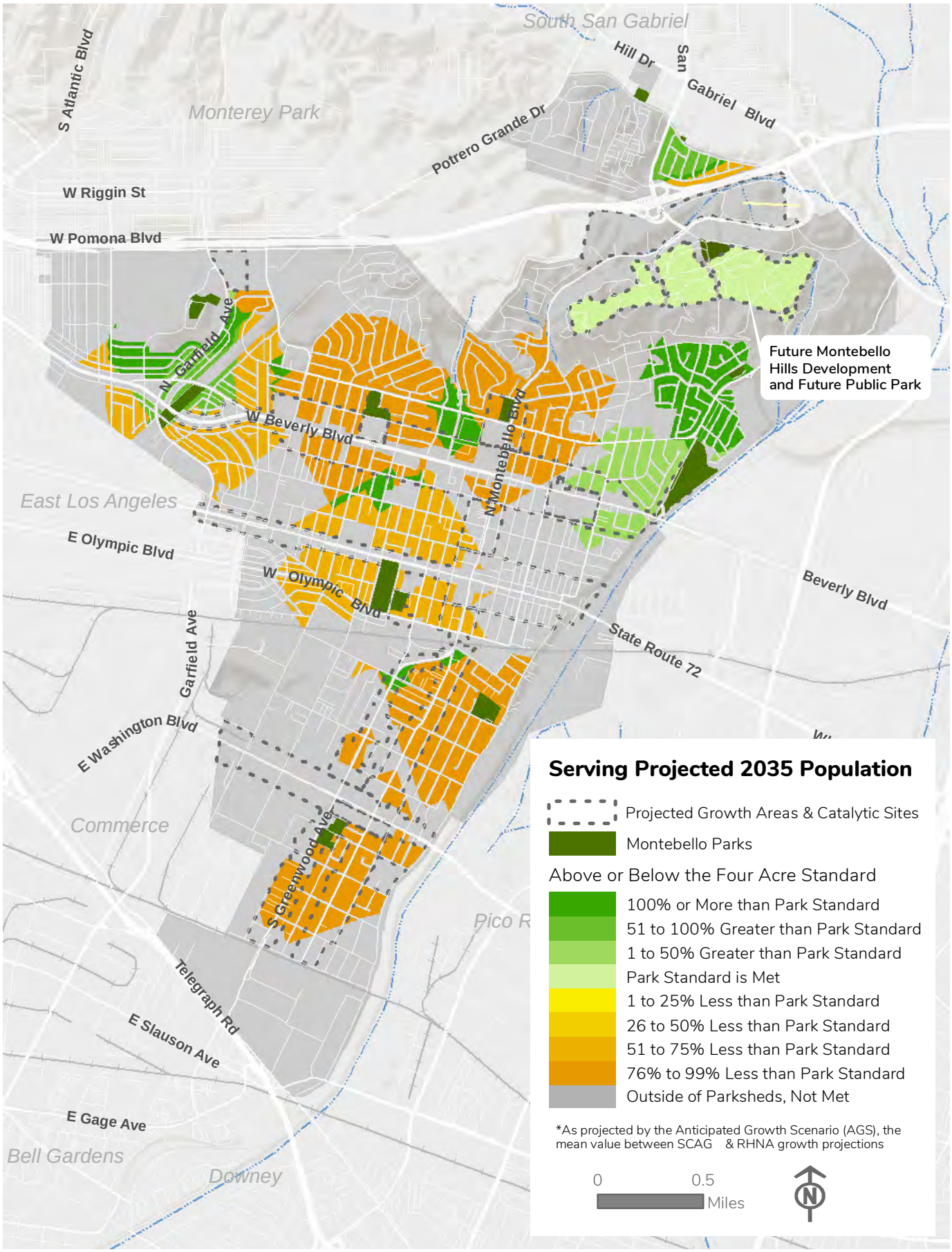


FIGURE 5-4: 2035 Park Pressure

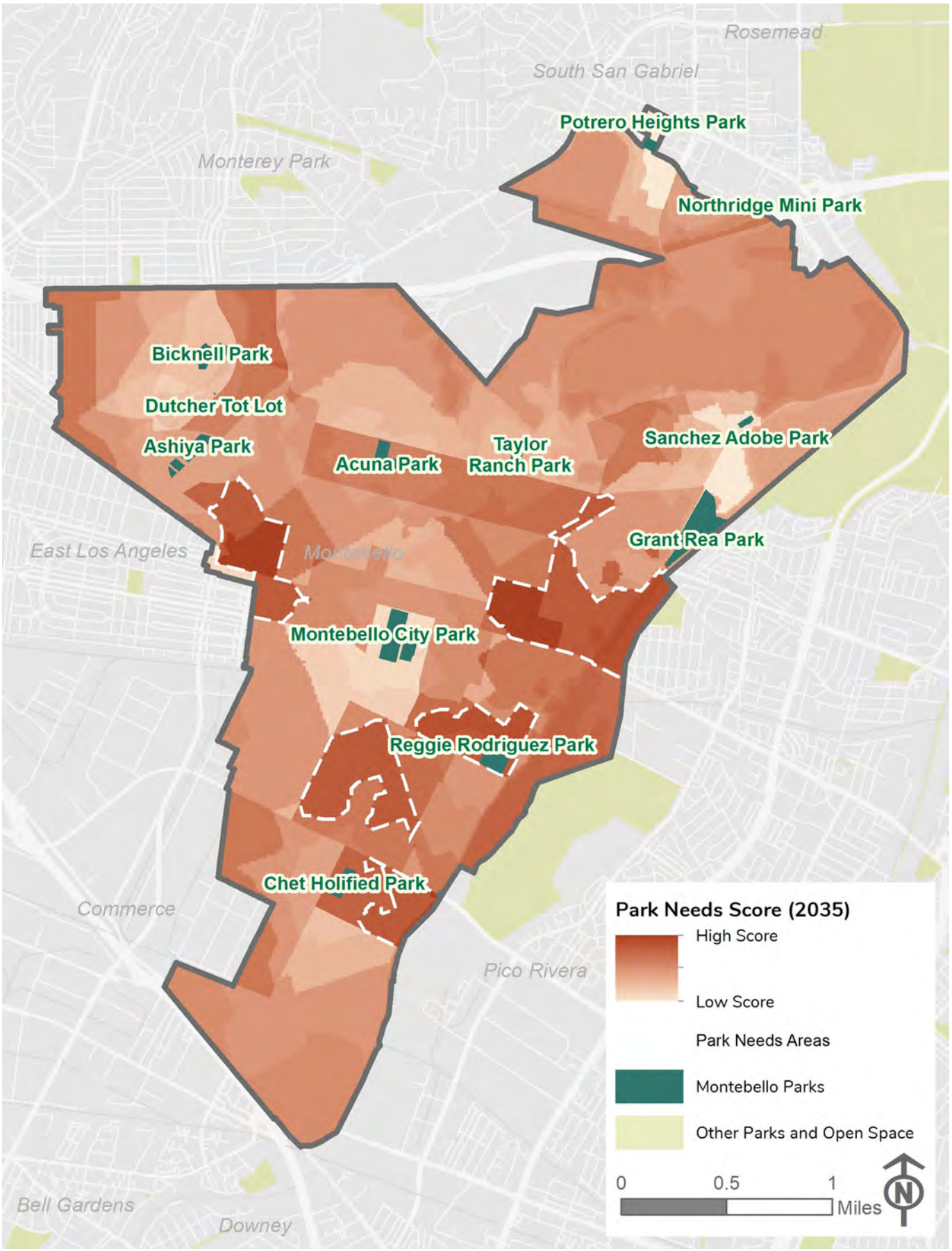


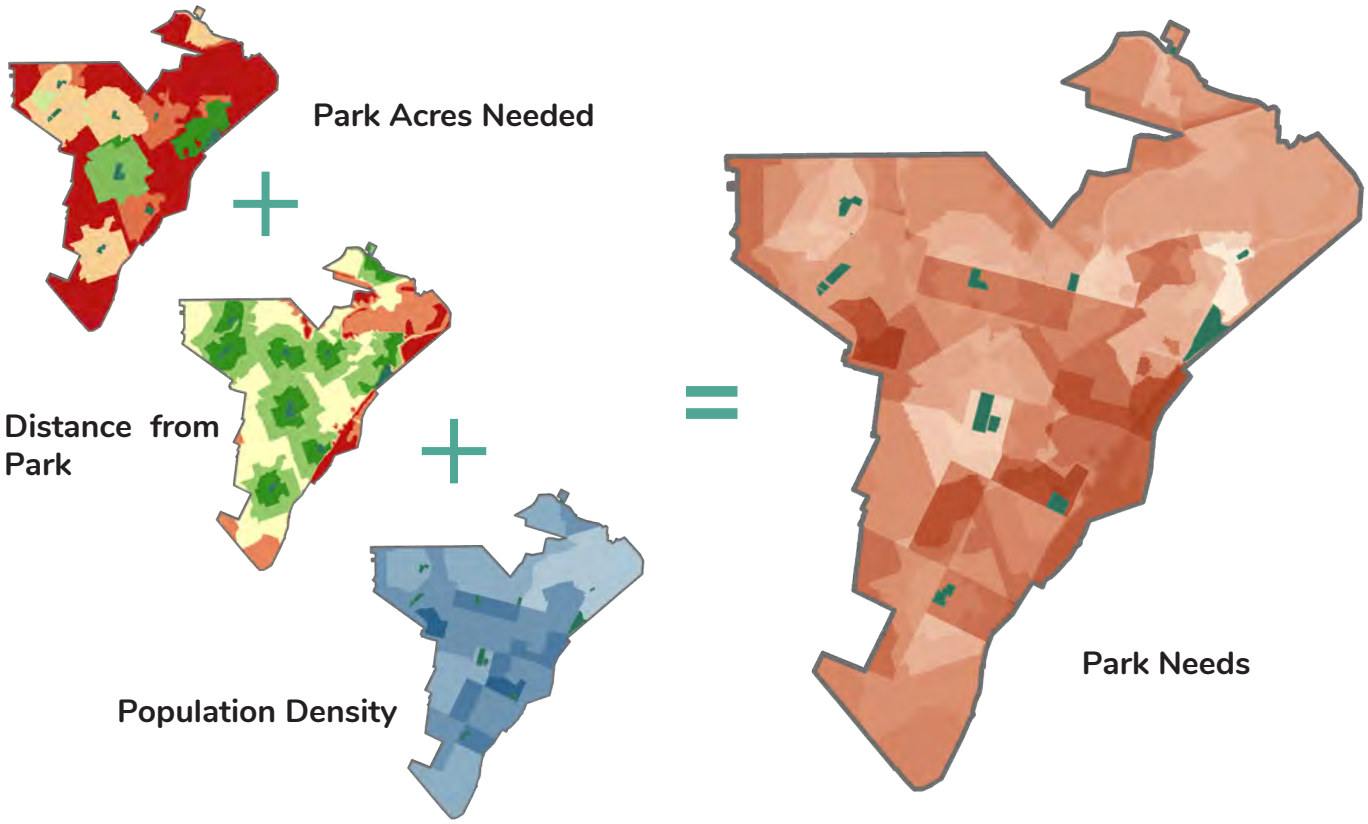
FIGURE 5-5: Park Needs Assessment

5.4.2 FUTURE CONDITIONS GDA

In addition to the existing condition GDA performed in Chapter 3, access distances were calculated for all parks and future parks including special recreation facilities. This analysis used 2035 future populations, as projected by the AGS.

For these future conditions, the parks and recreation facilities GDA effort looked at the percentage of future population that will be serviced by the existing community parks, neighborhood parks, recreation centers, and special use parks. The future percentage of population being serviced by these facilities was evaluated using actual walking, driving, or biking distances utilizing the existing network routes that lead to park and recreation facilities (see Figure 3-3 and Figure 3-4). This analysis indicates those neighborhoods that might be currently adequately serviced by parks and other recreation facilities, but that may experience future deficiencies based on the expected population growth. Additionally, the existing park amenities are analyzed based on a ratio of amenity per future population. Given the current population growth trends and the location of existing facilities, about 42 percent of residents will be served by the 15-minute walkshed for the neighborhood parks and 50 percent of the community will be served by the 5-minute driveshed for parks, community centers, special use parks, and regional parks (see Table 5-5).

TABLE 5-7: Park Need of Input



5.5 FUTURE OPPORTUNITIES AND PARK INFILL

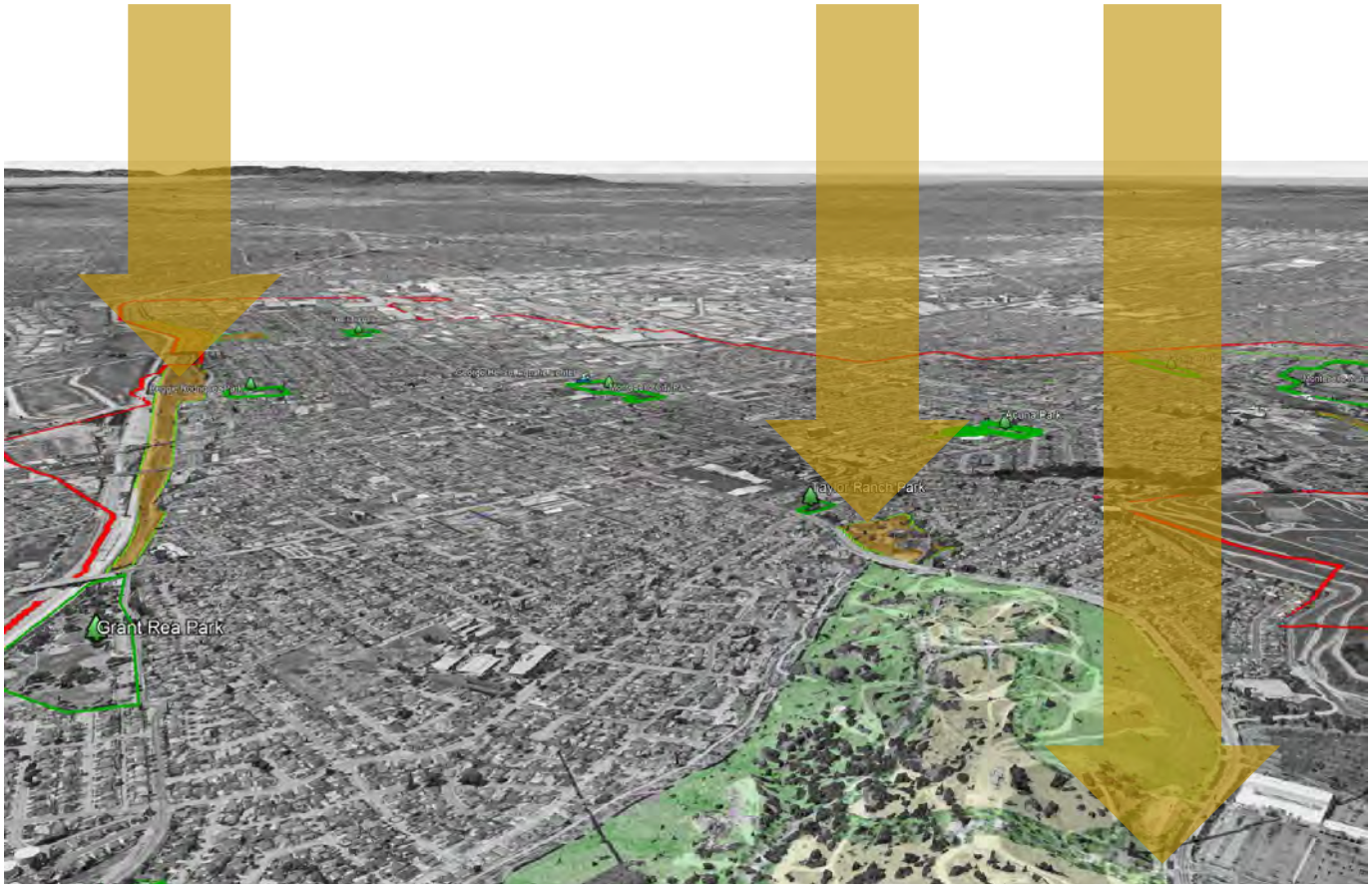
In order to maintain park equity throughout Montebello and close geographic LOS gaps, parks with new facilities should be added in these areas when possible. The City should ensure that new developments build parks to cover their share of park requirements. Where areas are park or facility deficient, staff should require new development to construct parks rather than accept the in-lieu fees so that the deficient resource can be made available to the future population, within a reasonable distance. However, given the likely TOD development trends for Montebello, in-lieu fees may be appropriate in instances where opportunity infill areas are not possible. In which case, if amenity deficiencies occur within the proposed development's park service area, in-lieu fees may be considered to help pay for enhancements of existing park features, adding new park amenities, and to help mitigate the amenity LOS as deemed necessary. The potential properties for future park sites is very preliminary and is not necessarily a recommendation, just an opportunity to explore. Their presence here does not obligate the City to implement or for the current owner to sell.



Infill area A



Infill area B



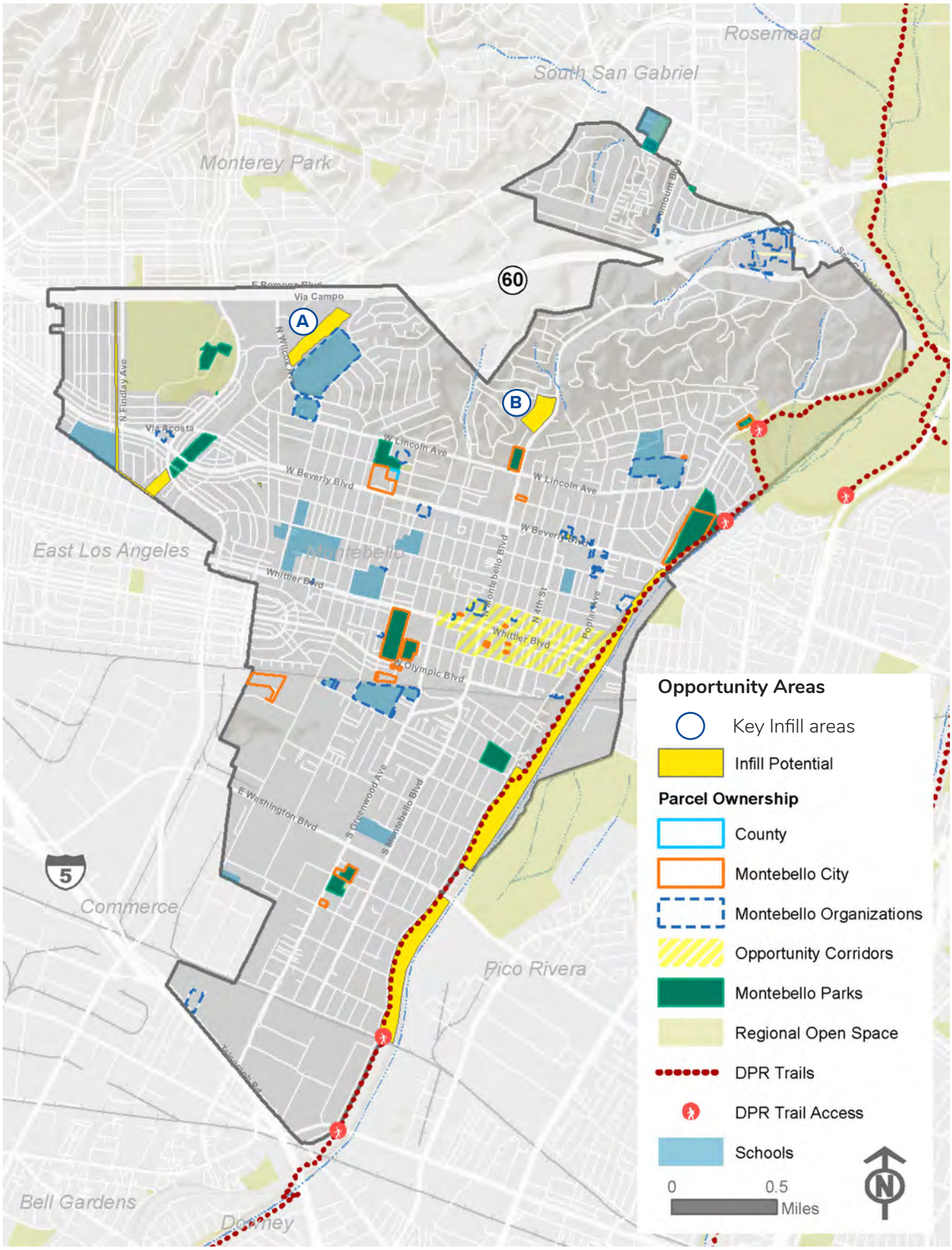
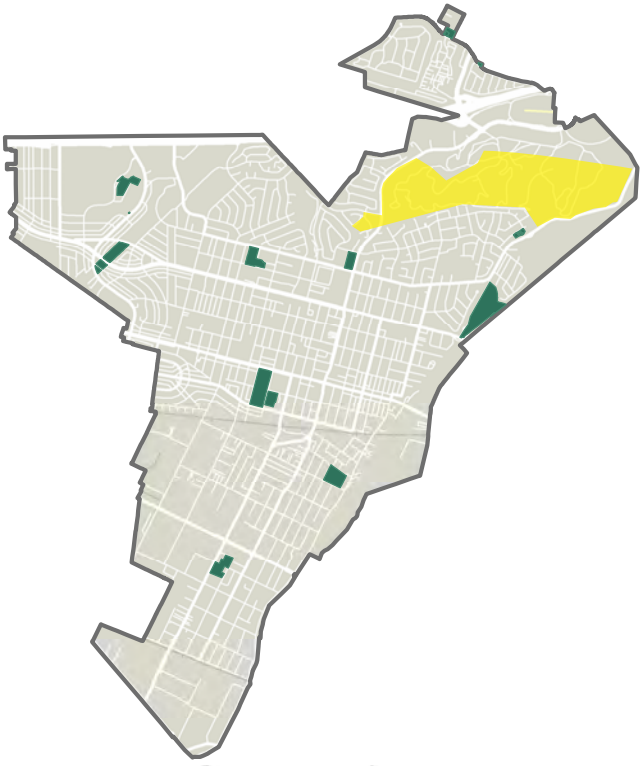


FIGURE 5-6: Opportunity/Infill Areas

5.5.1 MONTEBELLO HILLS

The Montebello Hills Specific Plan Area (Montebello Hills) is a planned infill residential development on approximately 488 acres. The site is on the northern end of the City south of Montebello Boulevard and southwest of San Gabriel Boulevard. The area is bounded on the south and west by existing residential houses and to the north by the Shoppes at Montebello which is a regional shopping mall. The area is currently utilized as an oil field known as the Montebello Oil Field which has been producing oil and gas for over 100 years, dating back to its origin in 1917. Once fully developed, Montebello Hills is planned to add a variety of housing types.

Montebello Hills is slated to provide approximately 314 gross acres for open space; however, open space areas are restricted in use by existing oil operations, existing utility infrastructure, and other uses. Furthermore, open space areas may be further limited due to sensitive species that were found in the area such as the California gnatcatcher. To help keep these areas functional, Montebello Hills will provide a multi-use trail which is planned to extend through the Specific Plan area across portions of the open space and residential areas. Due to the informal trail designation from the undeveloped area, this formal multi-use trail will add to the overall City's trails and open space count. Additionally, a scenic promenade will be planned as part of the trail network providing public viewing areas across the Los Angeles basin.



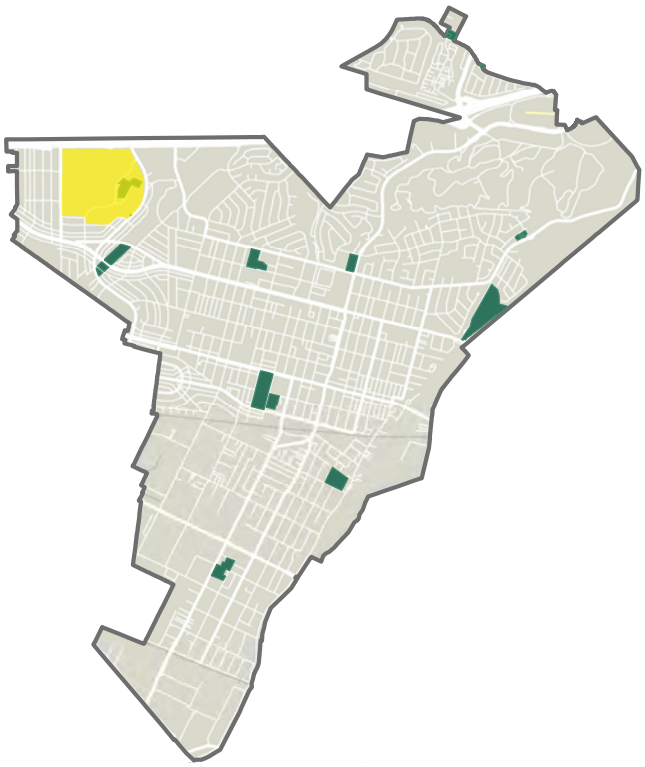
On the north side of the development, a public park is proposed as a part of the plan. This park is approximately 3.14 acres and will help offset the park demand at 4 acres per thousand. The park may also provide some additional recreational amenities which are not currently designed.

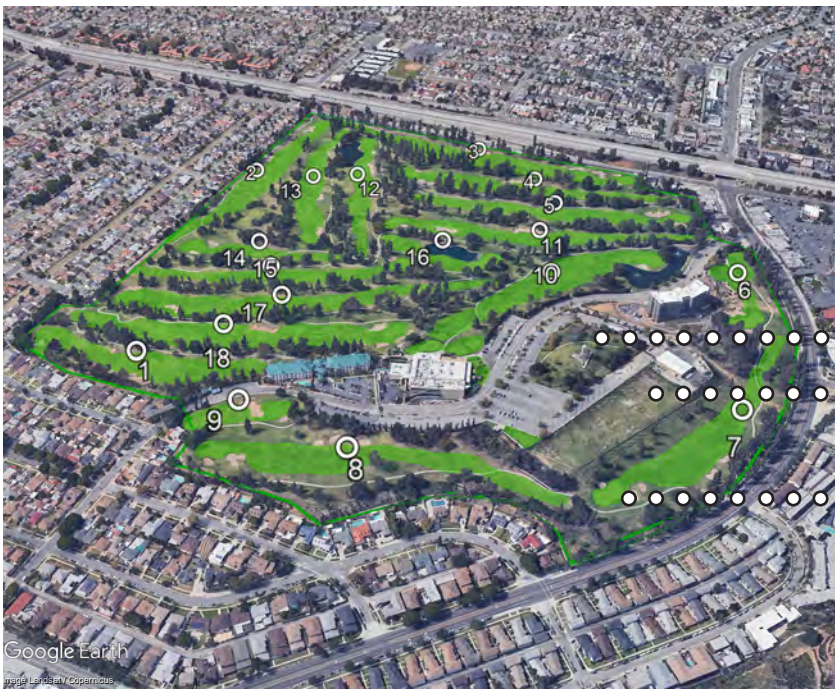


5.5.2 GOLF COURSE

The existing Montebello Golf Course is in a prime location with great views, connections to freeways, and public transportation, and is the largest facility within the Park and Recreation and City ownership at 45.61 acres. Although the Golf Course offers a unique golfing experience in an urban area and provides a golfing recreation to the residents of Montebello, portions of the site may be explored for potential reuse. Studies show that user demand for golfing as a recreational trend is declining in Southern California and throughout the United States. The lack of overall recreational equity is also a challenge as golfing is typically done by specific user groups and not enjoyed by portions of the broader population. Further, the overall costs for water and maintenance of these facilities are also increasing regionally, making golf facilities costly and difficult to maintain at an affordable rate. Other catalysts for growth in this area such as planned transportation hubs and TOD may also increase the need for broader recreational uses and facilities in the future as population density intensifies in the area.

Considering all these factors, the Golf Course may offer some opportunities as a portion of the site could be studied for reuse. Reuse may also fulfill a larger community need and can help offset costs and offer a community focused asset that offers a mix of recreational amenities. In general, recreational and community uses should be considered.





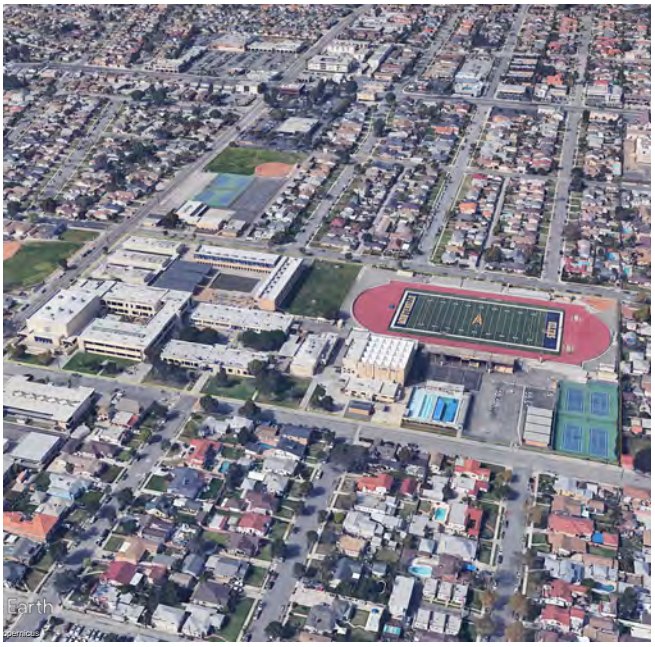
5.5.3 SCHOOLS

As mentioned in Chapter 3, the Montebello Unified School District operates eleven schools and over 100 facilities. Seeing how schools are closed for a portion of the year, JUA's are recommended for sharing the use of these facilities with the public. It is recommended that the schools and the City establish a JUA to take pressure off the facility deficit the City faces with the rise in population. To see a list of all facilities the schools have to offer, refer to Table 3-4 in Chapter 3. Each school has facilities that create the opportunity for a JUA and represent how the community can be brought together through the use open space.

Although each individual school provides its own opportunity to public use, Montebello High School and La Merced Intermediate and Elementary School offer unique opportunities:

Montebello High School (28.2 acres)

Montebello High School offers a unique opportunity for a JUA with the City of Montebello because its site is being redone. Through this remodeling process, the school presents the opportunity to consider the reuse of spaces and JUA in its design (Label A on Figure shows the location of the school within the city).



A - Montebello High School

La Merced Intermediate and Elementary School (27.2 combined acres)

As seen in the lower right picture, La Merced Intermediate and Elementary School has a large, underutilized portion of land on its property. This open space provides the opportunity for a large JUA park (Label B on Figure 5-7 shows the location of the school within the city).



B - La Merced Intermediate & Elementary School

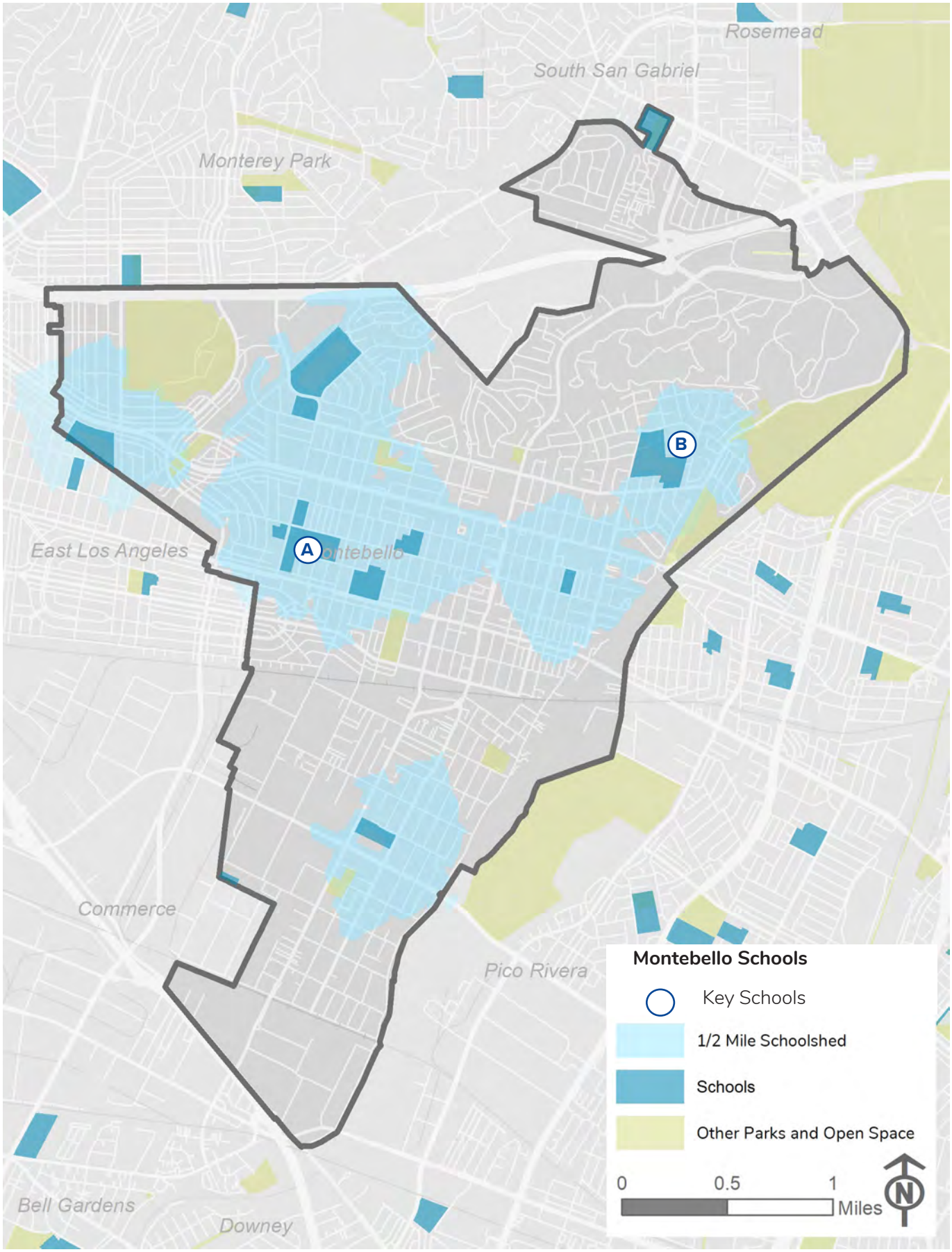


FIGURE 5-7: Montebello Schools

5.5.4 LINEAR AREAS AND CORRIDORS THROUGHOUT CITY

Linear parks and green corridors provide a connection of the existing open spaces and parks throughout the City of Montebello. The corridors shown in Figure 5-8, can incorporate greenery through streetscaping or linear parks.

- Streetscaping provides greenery through visual elements along street such as street furniture, trees, and pocket parks.
- A linear park is an urban park that is different than a typical perception of a park because it is considerably longer than it is wide. Linear parks also allow for aging infrastructure to be revamped into public green spaces.

These additional green spaces allow for increased connectivity to the parks throughout Montebello by closing the gaps where the city currently has a park deficit. By closing those gaps, it will allow all residents access to open space and connect them to the parks throughout the City. Connectivity through these corridors is also increased through the existing and proposed bikeways as seen in Figure 5-8.



Edison property that runs from Via Campo to Beverly Blvd.



Intersection at Lincoln Ave. and Maple Ave. facing east



Intersection at Beverly Blvd.. and Maple Ave. facing west



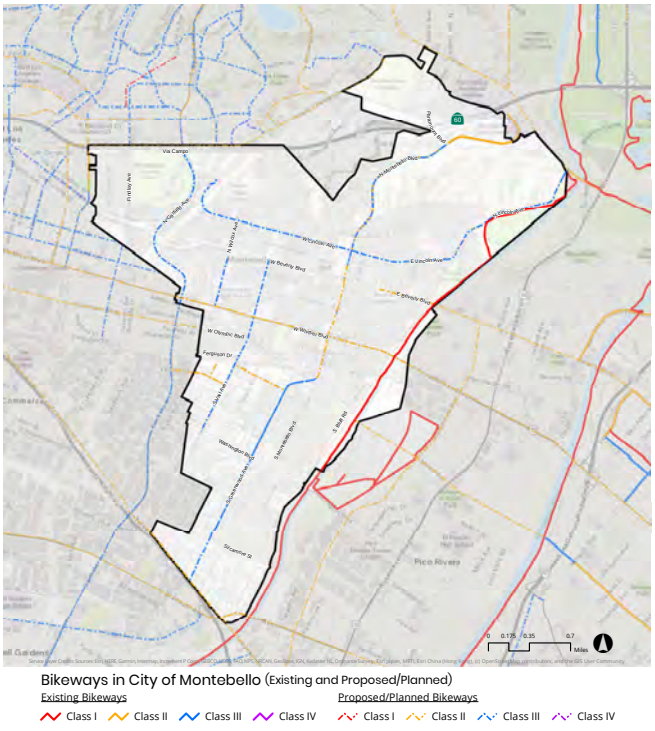
Intersection at Whittier Blvd. and Taylor Ave. facing east



Intersection at Olympic Blvd. and Vail Ave. facing west



Intersection at Montebello Blvd. and Whittier Blvd. facing north



Montebello Bikeways



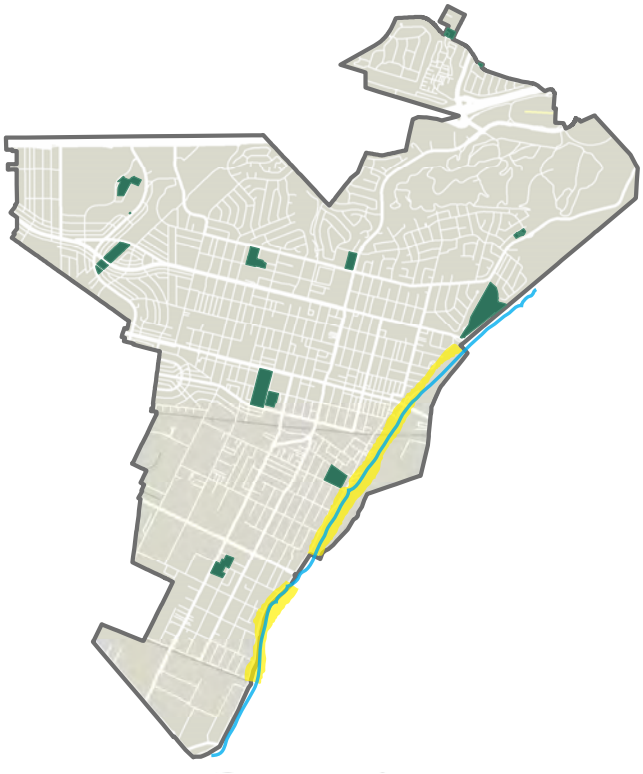
FIGURE 5-8: Green Corridor

5.5.5 RIO HONDO AREA AND ADJACENT LAND

The Rio Hondo area provides a great opportunity for the City. Located on the east side, the Rio Hondo stretches north to south and encompasses much of the eastern portion of the City. Portions of the Rio Hondo's banks are used for the Rio Hondo trail, however, much of the basins and open space that are related to the County Flood Land is underutilized and empty. These areas present opportunities for passive recreation as they are empty most of the year which could be assets to the surrounding communities.

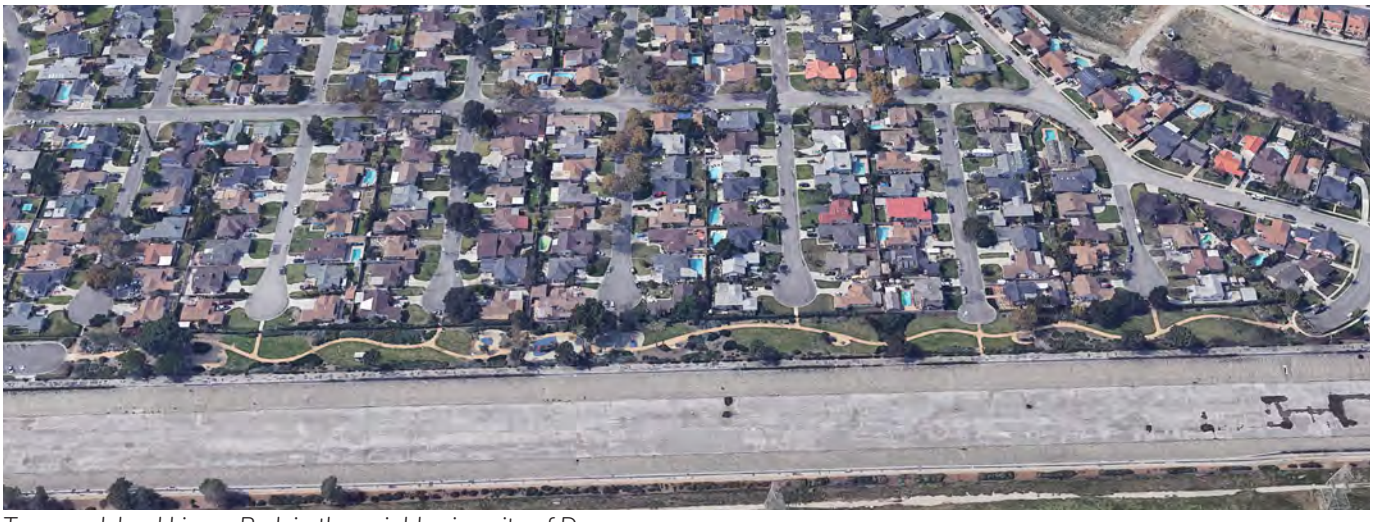
The spaces within the City's boundary account for approximately 100 acres of land. A portion of this land may be sloped, walkways, and infrastructural elements but around 50% of this land could serve as public open space. Further use agreements with the County should be explored, and safety precautions should be considered, but the site offers great opportunities to mitigate park demand in some of the most stressed areas of the City. Furthermore, the Rio Hondo has great connections to the Whittier Narrows park that is northeast of the City and it has connections to parks and open spaces along the Rio Hondo such as Grant Rea, Reggie Rodriguez, and Chet Holifield parks.

The area also has major open space on the east side of the river along Washington Street. Although this land is located within the adjacent Pico Rivera City boundaries, if these spaces could be converted to passive open space or rectangular field uses for soccer, lacrosse, football, or other informal uses, much of the future demand for these facilities could be mitigated in this area as it falls within the sphere of influence of the Master Plan area.



DePaul Center

The DePaul Center provides unique opportunity for park infill as it lays adjacent to the Rio Hondo River. As it currently stands, the Center closed December 18, 2020 and is now categorized as vacant land. Occupying 12 acres of land, this site provides the opportunity to place additional parkland in the City.



Treasure Island Linear Park in the neighboring city of Downey


Trail
DePaul Center
River
Flood Control Basin


RIO HONDO RIVER TRAIL
MULTI-USE TRAIL



5.6 POTENTIAL INFILL OPPORTUNITIES PER PARK

Within the existing Montebello parks, there are areas where opportunities for additional amenities could be placed. These opportunity areas were identified by looking at underutilized spaces in each park. Amenities were then identified that could be placed in these areas based on square footage of the opportunity site and the square footage of the amenity. This section will go over the additional amenities available in each park. By infilling the opportunity areas within each park with amenities that Montebello will be deficient in with it's growing population (see Table 5-4), the pressure of providing these amenities can be alleviated. Each park has an amenities table associated with the opportunity areas displayed on the accompanying park map. For an introduction and overview of the existing conditions of each park, please refer to section 3.7 in Chapter 3 of this document.

5.6.1 ACUNA PARK

Acuna Park is located on the north side of Montebello, off of Lincoln Avenue. Due to its location near catalytic sites, this park will see an approximate 15% increase in population growth. Opportunity areas 1-4 are displayed in Figure 5-9 with their associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 5,128 square feet

Located on the northern section of the park and adjacent to the street, and picnic tables.

Area 2: 32,630 square feet

Located on the west/center of the park, and adjacent to the existing playground area, picnic area, and Montebello Parks and Rec Building.

Area 3: 5,164 square feet

Located on the eastern section of the park and adjacent to the surrounding neighborhood.

Area 4: 4,155 square feet

Located on the south east section of the park and adjacent to the surrounding neighborhood and street parking.



FIGURE 5-9: Opportunity Areas - Acuna Park

		Acuna Park			
		5,128	32,630	5,164	4,155
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**	**4**
Basketball Court (92'x50')	4,700		•		
Bocce Ball/Shuffleboard	5,000-10,000	•	•	•	
Court/Rink Sports (70x120)	2,000-5,000			•	
Dog Park	10,000-75,000		•		
Outdoor Gym and Exterior Exercise Areas	5,000-20,000	•	•	•	
Pickleball	2,500-3,500	•	•	•	
Picnic Areas	500-1,500	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Sml Soccer Field (6U & 8U)	4,050-11,250			•	
Volleyball (70'x40')	4,000-16,000		•	•	
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
Community Garden	2,000-40,000	•	•	•	•
Pump Track/Bike Skills Course	10,000-20,000		•		
Rope/Adventure/Skills Course	5,000-50,000	•	•		
Skate Spot	4,000-10,000	•	•		•

5.6.2 ASHIYA PARK

Ashiya Park is located on the westernmost side of Montebello, off of Beverly Boulevard. With the increase in population of Montebello, the area surrounding Ashiya Park will see an approximate 2% growth. Opportunity areas 1-3 are displayed in Figure 5-10 with their associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 2,770 square feet

Located on the northeast section of the park and adjacent to the existing picnic area.

Area 2: 6,951 square feet

Located on the west/center of the park and adjacent to the existing basketball court and pathways.

Area 3: 2,335 square feet

Located on the southwestern corner of the park and adjacent to picnic tables and the existing playground.



FIGURE 5-10: Opportunity Areas - Ashiya Park

Area 4: 16,870 square feet

Located centrally in the park and across from the existing basketball court.

Area 5: 25,199 square feet

Located on the northeast corner of the park and adjacent to picnic tables and the existing playground.

		Ashiya Park				
		2,770	6,951	2,335	16,870	25,199
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**	**4**	**5**
Basketball Court (92'x50')	4,700				•	•
Bocce Ball/Shuffleboard	5,000-10,000		•			
Dog Park	10,000-75,000					•
Outdoor Gym and Exterior Exercise Areas	5,000-20,000		•			
Pickleball	2,500-3,500		•			
Picnic Areas	500-1,500	•	•	•		
Playgrounds	4,000-6,000		•			
Soccer Field	4,000-75,000					
Sml Soccer Field (6U & 8U)	4,050-11,250				•	•
Tennis (60'x120')	7,200-28,000				•	•
Volleyball (70'x40')	4,000-16,000		•		•	•
Non-Traditional Recreation Facilities for Infill						
Adventure Playgrounds	4,000-6,000		•			
Community Garden	2,000-40,000	•	•	•		
Rope/Adventure/Skills Course	5,000-50,000		•			
Skate Spot	4,000-10,000		•			

5.6.3 BICKNELL PARK

Bicknell Park is located on the northwest portion of Montebello, within the Montebello Golf Course. With the increase in population of Montebello, the area surrounding Ashiya Park will see an approximate 2% growth. Opportunity areas 1-3 are displayed in Figure 5-11 with their associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 1,648 square feet

Located in the south-west area of the park, but the northernmost of the three opportunity areas and adjacent to the parking lot.

Area 2: 1,112 square feet

Located in the south-west area of the park, in the center of the three opportunity areas, and adjacent to the existing walkway.

Area 3: 3,241 square feet

Located in the south-west area of the park, but the southernmost of the three opportunity areas and adjacent to the parking lot and walkway.



FIGURE 5-11: Opportunity Areas - Bicknell Park

		Bicknell Park		
		1,648	1,112	3,241
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**
Bocce Ball/Shuffleboard	5,000-10,000			•
Picnic Areas	500-1,500	•	•	•
Non-Traditional Recreation Facilities for Infill				
Community Garden	2,000-40,000			•
Skate Spot	4,000-10,000			•

5.6.4 CHET HOLIFIELD PARK

Chet Holifield Park is located on the south side of Montebello, off of Greenwood Avenue. Due to its location within the city, this park will see an approximate 8% increase in population growth. Opportunity areas 1-6 are displayed in Figure 5-12 with their associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 5,628 square feet

Located on the southwest section of the park and adjacent to the street and baseball field.

Area 2: 3,000 square feet

Located in the southeast area of the park and adjacent to the baseball field and housing.

Area 3: 9,740 square feet

Located on the northernmost section of the park and adjacent to parking and the Park Ranger & Scout House

Area 4: 1,907 square feet

Located on the northern section of the park and adjacent to the existing playground, picnic tables and group picnic area.

Area 5: 1,515 square feet

Located on the north/center section of the park and between the two existing playgrounds and picnic tables.

Area 6: 1,435 square feet

Located in the northeast section of the park and adjacent to the group picnic area and playground.



FIGURE 5-12: Opportunity Areas - Chet Holifield Park

		Chet Holified Park					
		5,628	3,000	9,740	1,907	1,515	1,435
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**	**4**	**5**	**6**
Bocce Ball/Shuffleboard	5,000-10,000	•		•			
Outdoor Gym and Exterior Exercise Areas	5,000-20,000	•		•			
Pickleball	2,500-3,500	•		•			
Picnic Areas	500-1,500	•	•	•	•	•	•
Playgrounds	4,000-6,000	•		•			
Soccer Field	4,000-75,000						
Sml Soccer Field (6U & 8U)	4,050-11,250			•			
Volleyball (70'x40')	4,000-16,000			•			
Non-Traditional Recreation Facilities for Infill							
Adventure Playgrounds	4,000-6,000	•		•			
Community Garden	2,000-40,000	•	•	•			
Rope/Adventure/Skills Course	5,000-50,000	•		•			
Skate Spot	4,000-10,000	•		•			

5.6.5 DUTCHER TOT LOT

Dutcher Tot Lot is located within the Montebello Golf Course in the southern portion of Montebello. With the increase in population of Montebello, the area surrounding Dutcher Tot Lot will see an approximate 2% growth. It is important to note that this site is currently overgrown with no amenities present, so the opportunity area will cover the entire site. As its name suggests, this open space could provide a small playground area with seating. Opportunity area 1 is displayed in Figure 5-13 with its associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 1,705 square feet

Covers the entire site which is located off North Garfield Avenue and adjacent to the Montebello Golf Course.



FIGURE 5-13: Opportunity Areas - Dutcher Tot Lot

		Dutcher Tot Lot
		1,705
Traditional Recreation Facilities for Infill	**Typical SF**	**1**
Picnic Areas	500-1,500	•
Playgrounds	4,000-6,000	•

5.6.6 POTRERO HEIGHTS PARK

Potrero Heights Park is located in the northmost section of Montebello off of West Arroyo Drive. With the increase in population of Montebello, the area surrounding Potrero Park will see an approximate 2% growth. Opportunity areas 1 and 2 are displayed in Figure 5-14 with their associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 1,675 square feet

Located in the west area of the park and adjacent to the Potrero Heights Park Community and Senior Center and pathways.



FIGURE 5-14: Opportunity Areas - Potrero Park

Traditional Recreation Facilities for Infill	Typical SF	Potrero Heights Park
		1,675
Bocce Ball/Shuffleboard	5,000-10,000	•
Picnic Areas	500-1,500	•

5.6.7 NORTHRIDGE MINI PARK

Northridge Mini Park is located in the northern-most portion of Montebello. With the increase in population of Montebello, the area surrounding Northridge Mini Park will see an approximate 2% growth. Opportunity area 1 is displayed in Figure 5-15 with its associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 3,079 square feet

Located on the southern-most section of the park and adjacent to Arroyo Drive.

Area 2: 1,392 square feet

Located on the eastern corner of the park and adjacent to the existing picnic area.



FIGURE 5–15: Opportunity Areas - Northridge Mini Park

		Northridge Mini	
		3,079	1,392
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**
Bocce Ball/Shuffleboard	5,000-10,000	•	
Picnic Areas	500-1,500	•	•
Playgrounds	4,000-6,000		•
Non-Traditional Recreation Facilities for Infill			
Community Garden	2,000-40,000	•	•

5.6.8 SANCHEZ ADOBE PARK

Sanchez Adobe Park is located in the northeast portion of Montebello. With the increase in population of Montebello, the area surrounding Sanchez Adobe Park will see an approximate 2% growth. Opportunity area 1 is displayed in Figure 5-16 with its associated amenities listed in the table, along with a summary of each potential infill area:

Area 1: 6,625 square feet

Located on the northeast section of the park and adjacent to North Adobe Avenue and neighboring houses.



FIGURE 5-16: Opportunity Areas - Sanchez Adobe Park

		Sanchez Adobe
		6,625
Traditional Recreation Facilities for Infill	**Typical SF**	**1**
Outdoor Gym and Exterior Exercise Areas	5,000-20,000	•
Picnic Areas	500-1,500	•
Non-Traditional Recreation Facilities for Infill		
Adventure Playgrounds	4,000-6,000	•
Community Garden	2,000-40,000	•
Rope/Adventure/Skills Course	5,000-50,000	•
Skate Spot	4,000-10,000	•

4.4.5 GENERATIONAL CHANGES

Activity participation and preferences tend to vary based on several demographic factors but can also differ based on generational preferences. According to Esri Business Analyst, the following birth years identify generations into the categories in Figure 4-10.

The Silent Generation began life in some of the most difficult conditions, including the Great Depression, World War II, and economic and political uncertainty. The youngest have reached 75 years of age and can be greatly assisted by the social interaction that takes place at senior centers or within senior programs.

As Baby Boomers enter and enjoy retirement, they are looking for opportunities in fitness, sports, outdoor activities, cultural events, and other activities that suit their lifestyles. When programming for this age group, a customized experience to cater to the need for self-fulfillment, healthy pleasure, nostalgic youthfulness, and individual escapes are important.

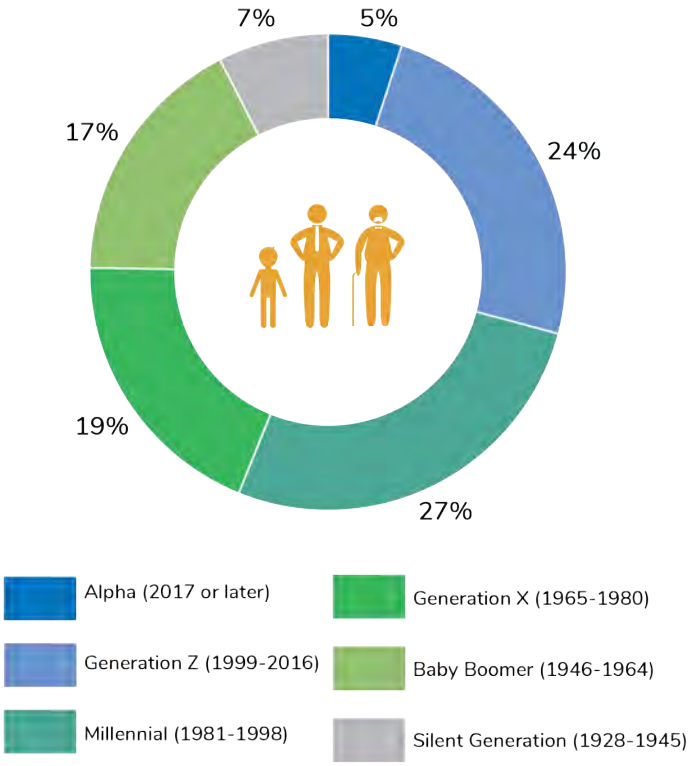
Many members of Generation X are in the peak of their careers, raising families, and growing their connections within the community.

Millennials tend to be more tech-savvy, socially conscious, and achievement-driven with more flexible ideas about balancing wealth, work and play. They generally prefer different park amenities, and recreational programs, from their counterparts in the Baby Boomer generation.

As of the 2010 Census, Generation Z form about a quarter of the U.S. population, nearly half of the youth population is ethnically diverse.

Generation Alpha are the children of Millennials, they will have no fear of technology. Every effort to accommodate this generation with high quality, state of the art technology in facilities and with programs will be necessary to reach this group.

FIGURE 4-10: City of Montebello Generational Breakdown



Source: U.S. Census, ESRI Business Analyst

FIGURE 4-11: State of California Outdoor Recreation Economy



Source: Outdoor Industry, 2017 Outdoor Recreation Economy Report



CHAPTER 6
Recommendations



6.1 GENERAL RECOMMENDATIONS

These recommendations were derived from community input including stakeholder interviews, community workshops, intercept surveys, statistically valid surveys, pop-up outreach, and staff interviews. The recommendations were also informed by the level of service (LOS) analysis, geographic distribution analysis, and funding considerations.

The following discussion describes ways to increase LOS, distribution, and the quality of the parks and recreation system. This is accomplished through adding and enhancing amenities, as well as a commitment to partner with schools to lower the deficiencies and geographic distribution of neighborhood and community parks. The affordability of services and programs, upgrading programs and service delivery, improving organizational efficiencies, and augmenting financial opportunities will expand and improve efficiencies of the parks system.

The general recommendations are described in further in Appendix II.

The following strategies will help to improve the quantity and quality of the existing park system.

PROPOSED STRATEGIES TO IMPROVE THE PARK SYSTEM:



1. PLACEMAKING



2. LINEAR PARKS & URBAN SPACES



3. TECHNOLOGY



4. FACILITIES & AMENITIES



5. FINANCIAL



6. PROGRAMS & SERVICES



7. ADMINISTRATIVE

STRATEGY 1

PLACEMAKING

Placemaking helps to serve in the identity of public spaces and the broader community. It seeks to capitalize on the community's character and help to further define a place. Placemaking is both a process and a philosophy that is rooted in the use of urban design and psychology. For example, when one thinks of the streets of New Orleans, what comes to mind? Perhaps an image of balconies that hug cobble-lined streets. Or maybe the iconic images of brick and ivy or the elegant design motifs of Spanish and French architecture. These are the traits that make a place iconic and serve in the broader identity that a space, community, or city has.

Placemaking can be achieved in various ways. However, it is typically derived from the history, culture, and heritage of a place. It's further enhanced by art, architecture, vegetation, scale, and other design characteristics. As such, it is something that can be developed and/or enhanced. It's typically further strengthened by the interaction of people in a space, especially in an urban setting. Here are specific objectives and actions to enhance the placemaking of Montebello:



Rendering of Reggie Rodriguez Potential Improvements.

6.2.1 INCLUDE PUBLIC ART

Public Art includes the addition of sculptures, murals, and other interactive art pieces throughout the City. These encourage a sense of place and a desirable location for users of the space.

- Establish a public arts commission.
- Encourage public art that's representative of the community.
- Allocate areas within Montebello Parks for art opportunities.





6.2.2 ENCOURAGE SOCIAL INTERACTION

Provide places in parks and throughout Montebello like public plazas or other gathering spaces encourage social interaction with members of the community.

- Incorporate public plazas and gathering areas within the public realm.
- Provide areas for family gatherings and events.
- Establish programmed activities that encourage social interaction (i.e., movies in the park, holiday events, etc.).



6.2.3 INCREASE IDENTITY

The identity of a place is defined by it's history and culture. Incorporating elements of the City's history into the parks system increases the identity of Montebello.

- Identify and bring out the history of the site and City.
- Look for identifiable elements within each park and celebrate them.
- Incorporate entry monuments or gateways into parks to aid in park identity.
- Include informational signage that identifies the character of the park.



6.2.4 ENHANCE CHARACTER

The character of a place refers to the geographic characteristics of a place. This can include establishing a theme in each park to create a cohesive element throughout the City.

- Establish a character of the City that's incorporated into each park.
- Work off of City theme but have a park character that's unique for each.
- Integrate park theme and character into site features and buildings.
- Ensure everything is set in context.





Montebello residents say...

"Add **more trails and walking areas** in or outside of parks"

"Increase use of parks resulting from **increased programs and activities**"

"Make parks **a hub** of a neighborhood"

"An increase in services on the south side of the City to create **equitable engagement** between North and South Montebello"

... about Placemaking



STRATEGY 2

LINEAR PARKS & URBAN SPACES

Linear parks and urban spaces have a tremendous contribution to a City's park system when combined with traditional neighborhood, community and regional park typologies. Linear corridors can connect the various park components of a City to each other and into the neighborhoods and community's that they serve. Additionally, linear connections can serve as recreational elements. Features and amenities can be intertwined into a linear park and become experiences that thrive off the activity of the linear park. For example, fitness nodes can be used along a walking/jogging trail or educational signage or entry node areas can be included to enhance the linear path.

Linear parks also have the ability to serve as green networks within a City or community as well. They can help to enhance the urban greening aspects of a corridor by introducing life such as birds, pollinators, and other fauna within an urbanized area. There are various studies that show the benefits of having trees within urban areas and linear green corridors. They function as recreational spaces and they extend to where people are considering roadways typically wind throughout our neighborhoods and cities whereas parks tend to be more nodal experiences. Furthermore, these corridors can help with the carbon sequestration and help cleanse the air of our urban areas. Here are specific objectives and actions to enhance the linear parks and urban spaces of Montebello:

6.3.1 DEVELOP LINEAR PARKS

Linear parks provide an increase of green space in more places throughout an urban setting by creating parks that are longer instead of wide

- Expand and explore opportunities for linear parks.
- Find areas where linear parks may occur.
- Reclaim underutilized streets and/or infrastructure within the City.



6.3.2 CREATE A UNIQUE LINEAR TRAIL AT THE RIO HONDO

The open space surrounding the Rio Hondo offers a unique opportunity for recreational trails.

- Expand the Rio Hondo trail system.
- Incorporate trails within the northern hills in Montebello and in new development areas.
- Include an urban trails signage program that connects corridors and trails within the City to other regional trails.
- Develop a Rio Hondo Specific Park Plan to further study the corridor and prioritize improvements.



6.3.3 ESTABLISH MAJOR "GREEN CORRIDORS" WITHIN THE CITY

Through the addition of linear parks, connections between each park in Montebello could be made creating a "green corridor" throughout the City.

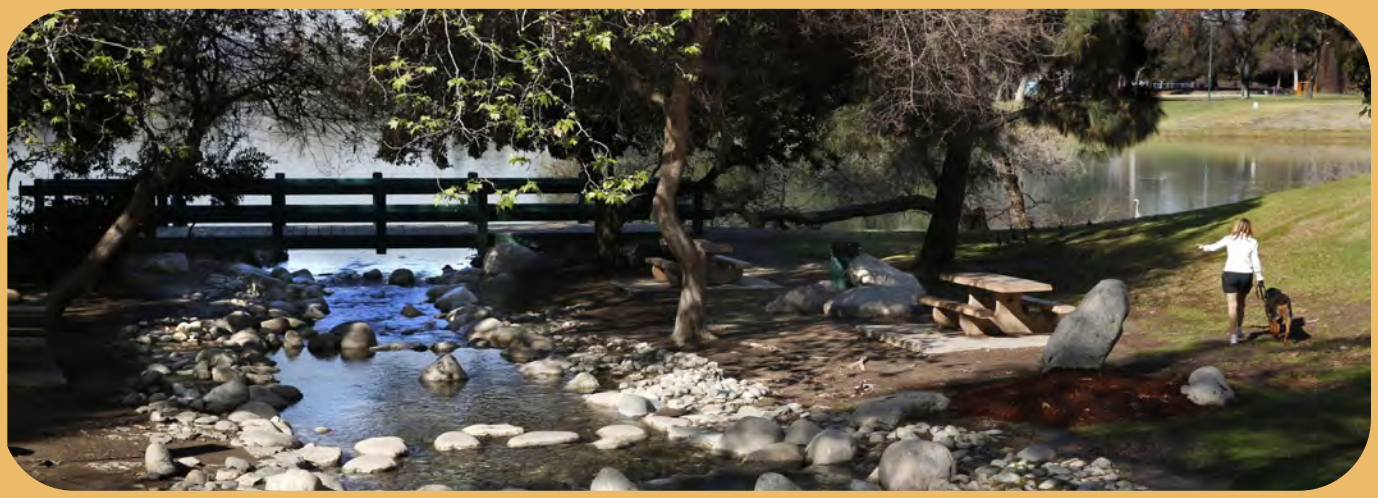
- Look into enhancing Whittier Blvd., Olympic Blvd., Beverly Blvd., Greenwood / Montebello Blvd. with street trees, planting, and linear park amenities.
- Study each corridor to find areas of opportunities.
- Consider an urban greening project that specifically studies these corridors and others for linear park / green corridor opportunities.

6.3.4 CONNECT TO URBAN TRAILS OUTSIDE OF THE CITY



Cities surrounding also provide parks and recreation opportunities to the residents of Montebello and by incorporating a trails system into the City, increased connections can be made.

- Look into the connection along Rio Hondo that can connect green space in Pico Rivera and South El Monte.
- Research existing trail networks in and around Montebello to establish potential connection points.
- Develop a Specific Plan with surrounding cities to further study trail connections.



Source: Don Bartletti / Los Angeles Times

6.3.5 PROVIDE WALKABLE AND BIKE FRIENDLY NETWORKS THROUGHOUT THE CITY



By providing more path connections throughout the City, more residents will be encouraged to use them for walking and biking to parks for both transportation and recreational exercise. This lessens parking demand at parks as well.

- Encourage development of Transit Oriented Developments.
- Provide more bike lanes to parks.
- Provide more walking trails leading to parks.
- Enhance Whittier Blvd., Olympic Blvd., Beverly Blvd., Greenwood / Montebello Blvd. with street trees, planting, and linear park amenities.
- Develop an Active Transportation Plan to improve bike and pedestrian facilities, safety, and connectivity.



Montebello residents say...

"Overall condition/ **maintenance** of location"

"Add **more linear parks** that include natural areas with path"

"Encourage active lifestyles and **promote health, wellness, and fitness**"

"Walking is a major activity, but **safety** is a concern "

"Ensure parks and recreation opportunities are **accessible to all residents** (including safe walkable routes, trail connections, and transportation options)"

"**More trails and walking pathways** are desired. Walking is a major activity that residents participate in"

... about Linear Parks & Urban Spaces



STRATEGY 3

TECHNOLOGY

Technology is integral now in our core to our day to day lives. It is hard to go into a public space and not see several individuals engaging on their smart device. However, in many cases the systems that are in place in our municipalities may not take advantage of the various technological improvements that we have seen over the last decade. This technology has revolutionized how we access, distribute, and convey data. It has also set the standards high in terms of how the public expects information to be delivered. Foe parks, technology could be leveraged to allow for communication to the community by social media or a reservation system for recreation fields. It can also be used to help understand how users perceive or use a space, and better inform agencies on what items should be addressed or where maintenance is needed.

Other technologies have further revolutionized how we operate on a daily basis. Geographic information systems allow cities and agencies to store information in a geographic database, allowing for assets to be better recorded and distributed. Asset management systems take this one step further by allowing geo-tagging while also allowing for a user-friendly interface that is customized to the user. An example of this is an asset management system for park facilities that provides the ease of running reports on life cycle conditions, annual budget needs, and other critical data. Security systems allow for our spaces to be better monitored and allows for first responders and citizen patrol groups to respond to situations. Here are specific objectives and actions that could enhance how Montebello may leverage technology to support the park and recreational aspects of the City:

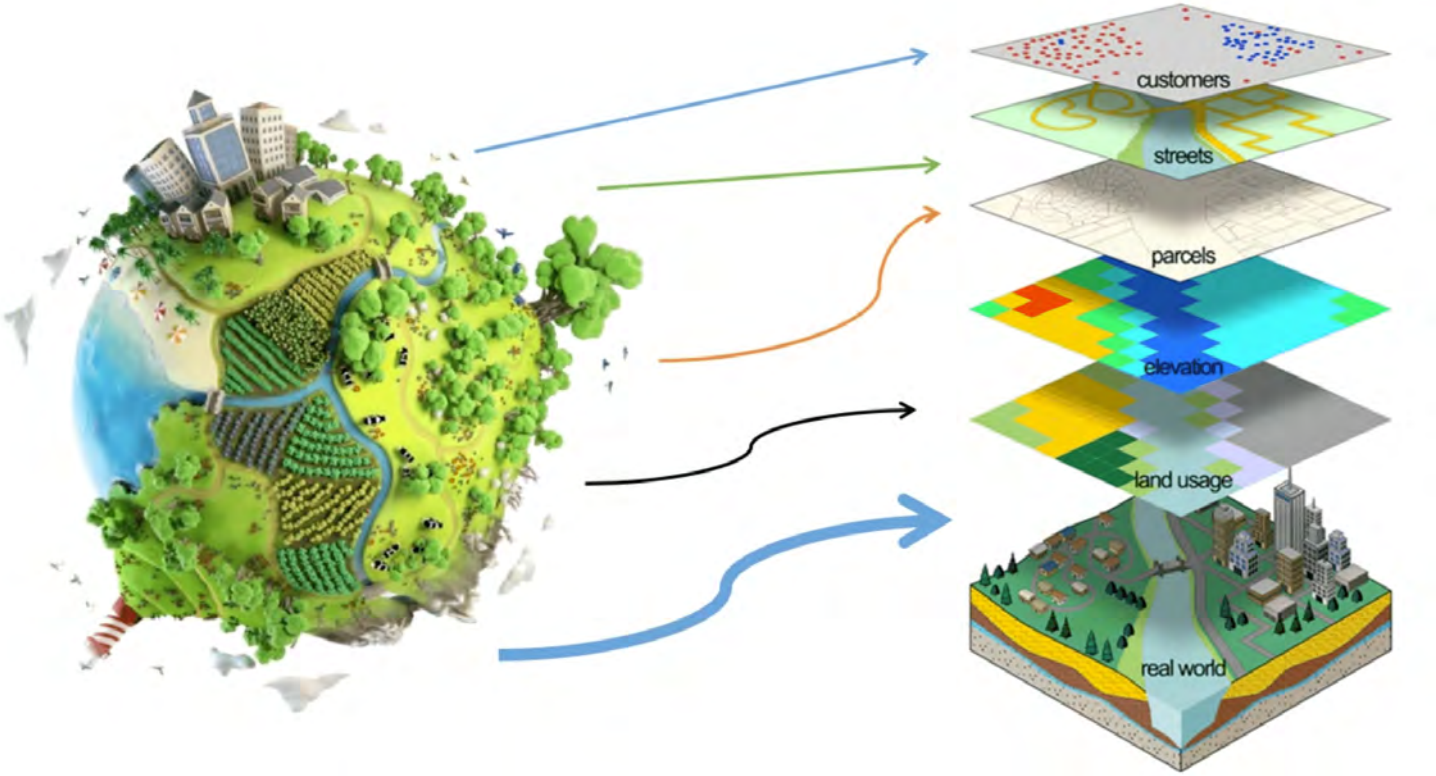


A goal for technology is to create collaborative online community events

6.4.1 ORGANIZE DIGITAL FILES AND DEVELOP A CITYWIDE GIS DATABASE

Having digital files and a citywide GIS database readily available for use by contractors and residents will allow for more efficient services to be provided to the City.

- Work on a technology plan that establishes a digital record system for CAD and BIM files.
- Establish a GIS database for all of the City's mapped data.



Source: *GEOUniversity*

6.4.2 INCREASE USAGE OF SECURITY SYSTEMS WITHIN THE PARK SYSTEM

Additional safety can be afforded with increases use of security systems within each park.

- Work on a technology plan to increase security cameras.
- Prioritize parks where safety concerns and issues were mentioned.
- Increase presence of security officers in parks of concern.

6.4.3 INCORPORATE A DIGITAL SCHEDULING AND FACILITY MANAGEMENT SUITE

Increased productivity, cleanliness, and utilization of the city's park system could be seen with an effective digital scheduling and facility management suite.

- Research and explore platforms.
- Setting up digital workflow.





6.4.4 INCLUDE VIRTUAL PROGRAMS, EVENTS, AND ACTIVITIES

Due to COVID-19 there is an increased demand for virtual programs, events, and activities. Hosting virtual meetings will keep the public engaged and excited for the future of Montebello. Beyond the pandemic, many have found virtual options allow for greater participation, access, and convenience.

- Research and explore platforms to host virtual events.
- Establish working platform and share events with community.
- Work with existing community center classes to incorporate virtual programming.

Residents say...

"Ineffective **outreach of information** on parks & recreation facilities, services, and programs"

"Some youth sports providers must work around Department organized activities. Scheduling of sports fields is inefficient due to the need for an **automated reservation system**"

... about Technology

Tech Trends

1. Esports

"Esports have grown in popularity as the pandemic has curtailed youth team sports activities."

Source: NRPA

"In 2021, dozens of park and recreation agencies will begin to stream live youth sports events. Parents and families can drop off their kids and watch from the parking lot, fully maintaining a physical distance, but being able to honk at will when a goal is scored."

2. Smart Parks

"A Smart Park goes far beyond just giving connected generations what they want. By creating Smart Parks, park directors can begin to harness the energy of people and groups who over the years may have become disconnected from public spaces and the outdoors."

Source: NRPA

Smart Park Strategies:

- Add Park Wi-Fi;
- Include Smart Furniture;
- Consider Interactive 'Smart Phone' Signs.



STRATEGY 4

FACILITIES & AMENITIES

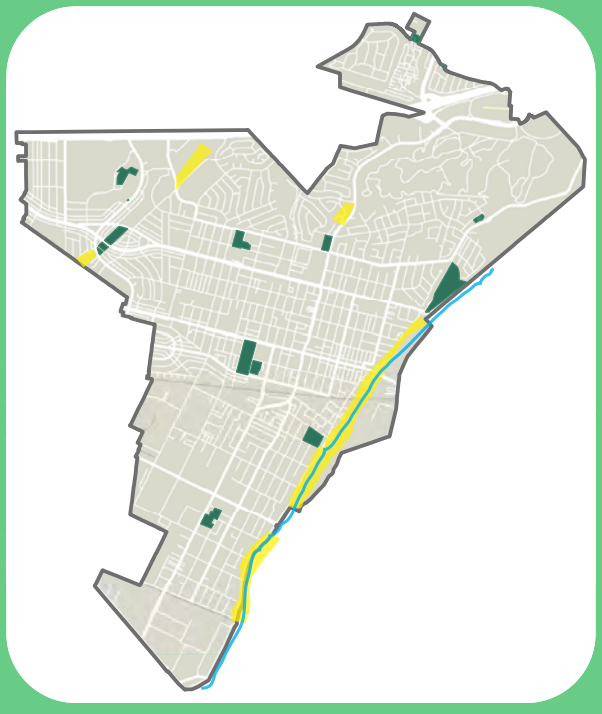
The facilities and amenities of a park system are the spaces and supporting equipment that users engage with. These are not only the parks and open spaces, but the features that reside within them. This includes the large recreational fields, sports courts or other facilities that one thinks of when the phrase 'recreational facilities' is used. However, this doesn't only include these recreational elements but also the elements with them such as park benches, picnic shelters, trash cans, or other furnishings that users engage with on a small scale. Furthermore, it may include the infrastructural elements of a park system such as the irrigation, lighting systems, and other key utilities to maintain a functional park.

As the City seeks ways to enhance the facilities and amenities, these scales are imperative as every aspect plays a role in how the overall park system functions. Furthermore, these require close understanding of these systems and monitoring so that they do not fall into disrepair. The active maintenance, management, and repair of these systems is critical for the City considering the growing demand of the park network and lack of additional space to augment parkland. As such, this strategy seeks to find objectives and actions to help with these facilities and amenities. This includes the following recommendations:

6.5.1 CONSIDER IMPROVEMENTS/INFILL OF CITY OWNED PROPERTIES

Through improvements to city owned property and infill development the character of Montebello will be ENHANCED. These improvements would also provide access to open space to more residents of Montebello if converted into parks.

- Look at ways to include facilities within existing City owned properties, specifically facilities that may help increase Level of Service and mitigates park needs in park poor areas.
- Find opportunities to include small plazas and minor recreational elements at City facilities such as at City Hall.
- Explore divesting from properties that don't have a strong use in the future.
- Create a phased plan for infill in established parks and create Concept Plans for each infill area.
- Implement infill projects.



6.5.2 INCLUDE NEW POCKET PARKS AND MINI PARKS

Pocket parks and mini parks are a great way to provide accessible park space to the public. These park types allow for parks on small or irregular pieces of land.

- Study unused lots to find areas for new pocket parks and mini parks.
- Look at including pocket parks and mini parks specifically in park poor areas.
- Upgrade the existing pocket parks at Dutcher Tot Lot and Northridge Mini Park.



Source: Petersen Studio - Streetlights Makers Quarter

6.5.3 ADDRESS DEFERRED MAINTENANCE THROUGHOUT THE CITY

Address the deferred maintenance to ensure that all parks have safe and functional amenities.

- Utilize the AssetCalc list of deferred maintenance items to prioritize which items need immediate repair.
- Evaluate the list annually to create priorities to be addressed.
- Consider outsourcing service repairs as needed to meet the demand for deferred maintenance.



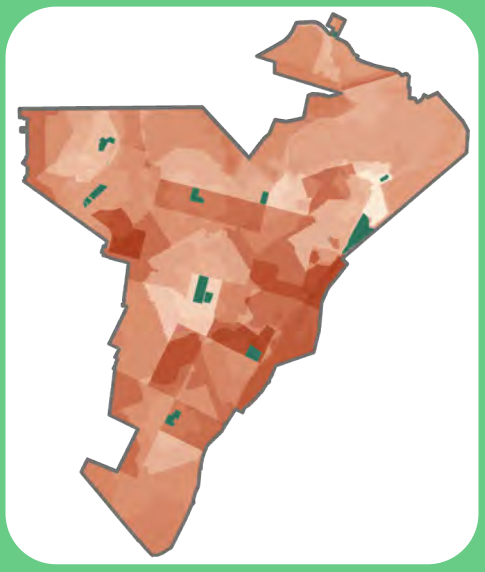


6.5.4 IMPROVE THE CURRENT LEVEL OF SERVICE THROUGHOUT THE CITY

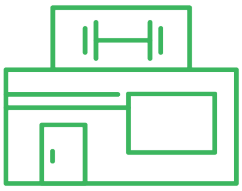


Improving the current LOS in the City includes making sure that the current level of service can be improved to meet the future needs for Montebello.

- Reference the infill opportunity map on page 108 and LOS tables on page 26 and 101 to find areas to deal with level of service gaps within the City.
- Look at the top 5 priority LOS amenities and implement.



6.5.5 EXPLORE ADDING INDOOR FACILITIES, REC, TEEN, AND SENIOR CENTERS



Having additional public indoor facilities for teens and seniors can foster a larger sense of community in Montebello.

- Find underutilized areas within the key growth areas of the City for additional indoor facilities, rec, teen and senior centers.
- Look at adding a recreation facility on the western edge of town.



Source: Lehrer Architects

6.5.6 DEVELOP FLEXIBLE USE AREAS

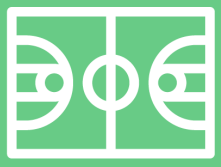


A flexible use area will allow for certain spaces in Montebello to be used for multiple events and activities like sports and event.

- Look at creating a multi-use field at Reggie Rodriguez.
- Look at creating a multi-use field at Grant Rea.
- Look at other areas for multi use fields.



6.5.7 PROVIDE MULTI-PURPOSE COURTS AND COMBINE SELECTED COURT STANDARD TO ACCOMMODATE TRENDS AND MORE VARIETY IN COURT SPORTS



Multi-purpose courts allow for a variety of sports to be played in a smaller footprint allowing for more park space to be utilized.

- Identify existing courts that can be converted to multi-purpose courts.
- Prioritize multi-purpose courts in areas where LOS is lacking and construct.
- Look for areas to add multi-purpose courts including line striping for sports that are growing in demand.



Montebello residents say...

"Create **economic benefit** through attraction of businesses and enhanced property values"

"Increase use of parks resulting from **adding infill amenities** to existing parks"

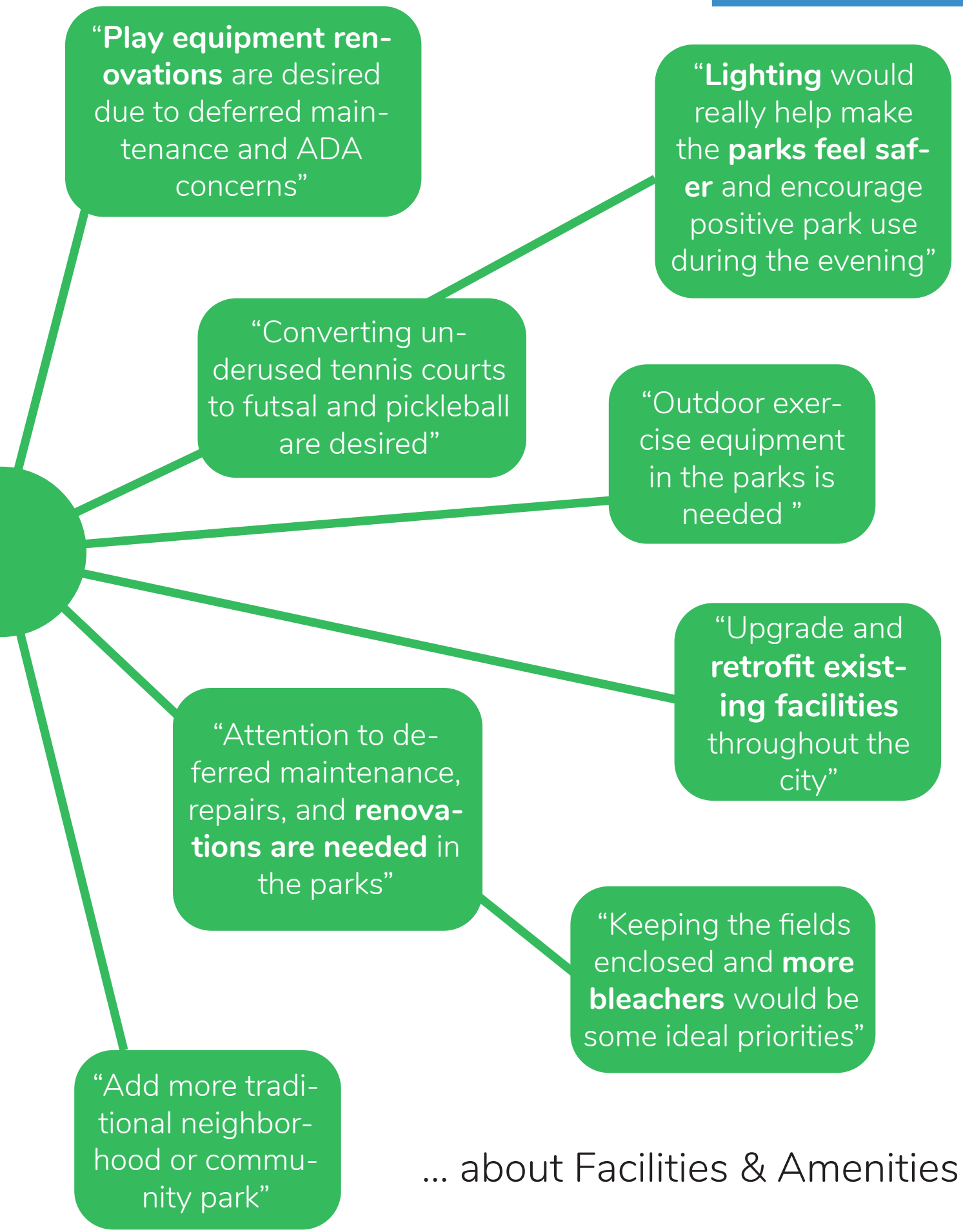
"A new gymnasium at Chet Holifield Park and **upgrades to the aquatic facility** are desired"

"**Expand** current park amenities and activities"

"Build **new parks in areas of new growth** to address inequities in park access to different areas of the city"

"Programs offered in neighborhoods should be a priority"





... about Facilities & Amenities

STRATEGY 5

FINANCIAL

One of the key components of a successful parks and recreation system is the financial resources dedicated to it These financial elements of a park and recreation system work best when they are healthy and well balanced. Various items must be analysed to understand the vast nature of a financial system. This not only includes a comprehensive understanding of how the park and recreation system runs on a daily basis, but how the City at large operates. Furthermore, a general understanding of other financial externalities helps to complete the picture on how the financial elements of the park system may be improved.

This analysis of the current health and operations of the financial system allows further recommendations on areas of possible savings and where funding may need to be increased. Savings may explore efficiencies in programs or staffing. Furthermore, it may explore how various expenditures may be reduced to limit the financial burden of a department. Recommendations may also seek to further balance the financials and may also inform where areas of underfunding may be. For example, if a program is not receiving the proper funds to operate, a recommendation may be increase funding for that program to allow it to be supported correctly. The same applies for staffing or for the various facilities and amenities within a department. This may also include exploration of various grants, sponsorships, or charitable opportunities to further leverage funding sources that may help with the financial balance of the park and recreation system. Here are specific objectives and actions to enhance the financial health of Montebello's park and recreation systems:

6.6.1 CONTINUE THE ASSET MANAGEMENT SYSTEM

The current asset management system evaluates the current condition of the assets in the park system and by continuing this program, Montebello's will have a better financial understanding of how to improve their parks.



- Establish an asset management system to manage and track equipment and inventory to improve budget planning.
- Create and update a data-driven plan for identifying, evaluating, and managing park assets.
- Annually, inventory and create a condition assessment for each asset in the parks and recreation system. Establish photo-inventory and GIS mapping if available. The inventory must include cost, installation year and a lifecycle for each asset.
- Complete an annual risk assessment to determine the cost of maintenance and operations, replacement, and consequences if each asset fails. Determine maintenance and operations cost at each year of the asset's lifecycle (based on the level of service for each asset).
- Annually, incorporate data from the asset management plan and process into capital and operating budgets.

6.6.2 EXPLORE ADDITIONAL FUNDING OPTIONS



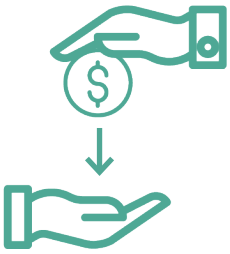
Find additional ways that the City can gain financial support to help the city grow and flourish.

- Consider potential funding mechanisms to support and pay for operations and maintenance of parks and facilities.
- Consider the potential support for bond referendum to fund multiple/capital projects.
- Consider internal budget and opportunities to ask/seek additional funding to support improvements in the maintenance and care of City parks and facilities to improve the standard throughout the community.



- Evaluate the non-resident fee structure and consider adjusting fees to ensure non-residents are paying the entire cost of programs, rentals, and activities they participate in.
- Reevaluate current contracts with partners and seek out new and creative public/private partnerships as a means to enhance the variety of recreational amenities available to the community. Consider opportunities with developers to incorporate needed enhancements through new development and recreational attraction.
- Explore opportunities to increase cost recovery at the Montebello Golf Course. Evaluate current fee structure, ongoing expenses, and options for new revenue streams.
- Continue to seek alternative funding source that includes donations, grants, and others forms of sponsorship.
- Communication with current sponsors and donors should be conducted on a regular basis to ensure their continued positive relationships with the City.
- The Department should use the results of the alternative funding exercise completed during the master planning process as a guide for exploring new funding opportunities.
- Seek increased General Fund allocations to address recommendations from the master plan.
- Develop a nonprofit foundation for parks and recreation to pursue grant opportunities and philanthropic donations.

6.6.3 EXPLORE OPPORTUNITIES TO INCREASE SPONSORSHIPS



Increasing sponsorships can create exposure for participants in Montebello and surrounding cities.

- Build on existing sponsorships as well as pursue local entities to support events and a scholarship fund within the foundation (Sample Sponsorship Policy Staff Document).
- Ensure all existing and future sponsorships are accurately portrayed in a signed sponsorship agreement.
- Create a friends' groups for each neighborhood park that hosts summer events and partner to recruit and enter agreements with the local business community.
- Establish media sponsors and multi-year agreements as priority.



6.6.4 TRACK GRANTS AND CHARITABLE OPPORTUNITIES



Grants and charitable opportunities will allow for Montebello to gain funds and other opportunities to better the parks system.

- Consider contracting with a dedicated grant writer to research, submit, and track federal, regional, state, and local grants.
- Continue to research, submit, and track federal, regional, state, and local grants.
- Follow NRPA's grant web page that includes up-to date opportunities in areas like climate resilience, adaptive recreation, health care, Replay Grants, out of school time program grants, Keep America Beautiful and more.
- Utilize NRPA's Foundation Center for links to thousands of grant opportunities, grant education and training.
- Utilize Non-Profit foundation (action item 5.2d) to write and pursue grant opportunities.



Montebello residents say...

"Only build new parks if they are **driven by demand from new development** and that this development pays for their fair share"

"Offer **cultural events, festivals, and activities** to reflect diversity and inclusivity"

"Ensure facilities and **programs are affordable** to all residents of Montebello"

"Add **more pocket parks/plazas** (less than ½ acre"

"No formalized **sponsorship program** is in place"

"People from other cities **regularly participate** in Montebello Senior Center programs"

"The Department is known as the "yes" department, and **works hard** to provide service with limited staff "

... about Financial



STRATEGY 6

PROGRAMS & SERVICES

A vital component to the overall health of a comprehensive parks and recreation system is the programs and services that are offered. Programs and services cover a broad range of areas and community needs. This may include daily programs such as youth camps, senior programs, or various recreational activities. However, this may also include monthly, seasonal, or annual programs and services. An example of this may be a monthly community event or perhaps seasonal events such as a 5k run. Annual events are typically those that occur around holidays such as a Thanksgiving run, or snow day in the park.

A thorough understanding of the current programs and services is needed to better recommend where additional programs and services may be made, or where removal may help with other budgetary or staffing challenges. Recommendations may also look into other services to better the health, safety, and wellness of a community. This may include services that help minors stay active or ways to keep seniors engaged within the community. These may also explore how diverse and equitable the programs are within the City and find ways to better distribute them. Here are specific objectives and actions to enhance the programs and services of Montebello's park and recreation systems:

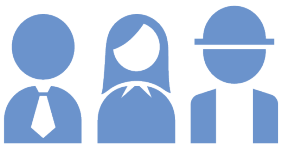
6.7.1 EXPAND PROGRAMS AND SERVICES

Public Expanding programs and services in Montebello will open opportunities for the community to be engaged with the City.

- Consider expanding operations at the George Hensel Aquatic Center.
- Expand sports programs to include football, soccer, baseball, and girls' softball. Continue to monitor sports program trends and interest.
- Develop a recreation program plan that includes a service matrix, activity development and selection process, and other requirements found in CAPRA standards.
- Continue to offer and expand program opportunities to Montebello's Lifemode groups - Next Wave, Ethnic Enclaves, and Upscale Avenues and appropriate market segments.
- Promote active lifestyles by enhancing and increasing aquatic exercise and fitness programs.
- Evaluate salaries and compensation for Department employees. At a minimum, conduct a wage analyses to assist the Department with recruiting highly qualified full and part-time recreation staff.



6.7.2 EXPLORE MORE DIVERSE PROGRAMS



Exploring more diverse programs that can every resident in Montebello could participate in.

- Install outdoor fitness and exercise equipment in programmable spaces in neighborhood parks.
- Use contracted instructors to offer enhanced fitness programming in parks across the City.
- Increase and enhance programs for individuals with disabilities. Consider programmatic ADA inclusion requirements.
- Offer organized walking programs for seniors and families in safe environments.



6.7.3 ENHANCE SPECIAL EVENT PROGRAMMING



Enhancing special event programming will provide the city with an efficient way to inform the public about the events that occur in Montebello.

- Offer special events in each neighborhood that will contribute to a sense of community and help make parks the hub of each neighborhood.
- Develop a special events advisory group for each neighborhood to assist with planning special events in parks.
- Invest in a formal sponsorship program for events and activities. At a minimum, develop a policy and tools to assist staff with recruiting program sponsors.
- Enhance and offer Spanish language programs, cultural programs and outdoor movies in Spanish.

6.7.4 CONTINUE TO WORK WITH OTHER SERVICE PROVIDERS TO DEVELOP PROGRAMS AND SERVICES TO MEET DEMAND AND TRENDS

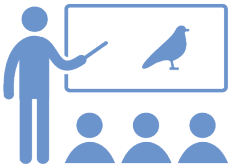


By continuing to work with other services to provide programs and services to meet demands and trends, the City will be able to better communicate with its residents.

- Invest in and develop an automated and real-time sports field reservation system.
- Develop a joint use agreement with the school district to ensure the partnership is equitable.
- Coordinate with local recreation providers (PAAL Police Athletic & Activities League, schools, youth sports providers, Montebello-Commerce YMCA, the Boys & Girls Club of West San Gabriel Valley, the Montebello and Chet Holifield Libraries, etc.) to reduce duplication of services.



6.7.5 INCLUDE EDUCATIONAL AND NATURE/ENVIRONMENTAL PROGRAMS



Educating the public through nature/environmental programs can increase the knowledge of residents and encourage them to use parks.



- Establish walking programs that highlight nature interpretation opportunities.
- Develop partnerships with environmental advocacy groups to offer environmental education programs and camps.
- Establish community gardens in convenient locations to promote gardening and local food production.
- Collaborate with schools and educators to create outdoor "classroom" space in parks near schools.

6.7.6 CONTINUE TO MONITOR AFFORDABILITY OF PROGRAMS AND SERVICES



Monitoring the affordability or programs and services to ensure that the City can sustain the programs and services offered.

- Develop and enhance scholarship opportunities.
- Evaluate non-resident program participation to ensure non-resident participants are paying appropriate and equitable fees.
- Develop a resource allocation and cost recovery policy to ensure equitable use of City resources for Recreation.

6.7.7 EXPAND INDOOR PROGRAMS AND INCREASES OPPORTUNITIES FOR SENIOR, TEEN, COMMUNITY CENTERS



Having additional public indoor facilities for teens and seniors can foster a larger sense of community in Montebello.



- Offer additional enrichment classes for Seniors, using contract or volunteer instructors to maintain affordability.
- Increase and improve Senior Center activities focusing on social services, social activities, transportation and information and referral for healthcare and other services.
- Enhance and improve enrichment programs that offer skills opportunities related to job skills, personal improvement, and academic success.
- Evaluate parking opportunities at the Senior Center to ensure appropriate spaces are reserved and available during program and event times.

6.7.8 CONTINUE TO EVALUATE THE QUALITY AND MIX OF PROGRAMS AND SERVICES



Introducing a variety of programs and services to enhance the quality of residents experiences in Montebello is highly valued.

- Develop and report a minimum of 5 performance measures to evaluate quality of recreation programs and services.
- Develop a consistent and equitable manner of community member engagement to determine recreation desires and needs.
- Ensure engagement processes include residents who live in the south part of the City.
- Conduct an annual on-line survey to establish trends in participant satisfaction.
- Expand patron evaluation process, emphasizing aquatics, adult sports and youth sports to include post program surveys and comment cards.
- Establish customer service response goals to ensure patrons receive timely responses to complaints or suggestions.
- Implement California's Concussion Management in Youth Sports Act to comply with legal mandates.

6.7.9 COMMUNICATE RECREATION OPPORTUNITIES TO CITY RESIDENTS



Keeping Montebello City residents in the loop on recreation opportunities will help foster a greater sense of community in the City.



- Develop a marketing plan that includes outreach, pricing, promotion, program mix and social media.
- Publish a quarterly program guide to provide branding and program registration information.
- Develop a social media plan that has both resources and is aligned with current trends and updated continually.
- Increase communication and coordination with youth sports providers by creating a youth sports advisory board.
- Emphasize use of the City's webpage to assist patrons to remain up to date on recreation program opportunities.
- Continue to use and enhance an equity lens when marketing programs, with specific emphasis on program promotion in the Spanish language.

Montebello residents say...

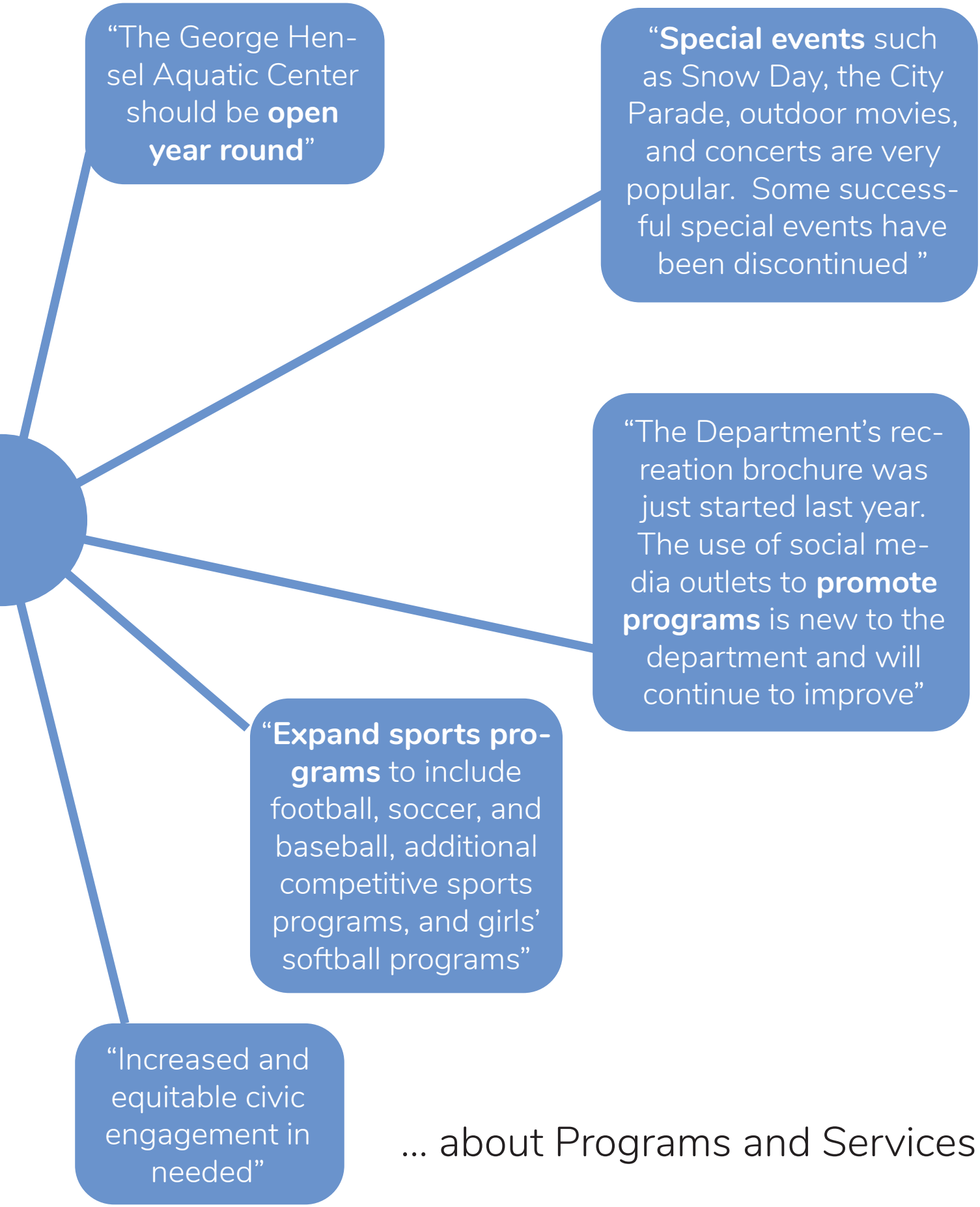
"A **joint use agreement** with the school district may make the partnership more equitable for the Department"

"Additional **general marketing and communication** will help the department promote programs and events"

"The department does not have a **scholarship program** for recreation programs which limits access for low income residents"

"Programs for individuals with disabilities are needed"





... about Programs and Services

STRATEGY 7

ADMINISTRATIVE

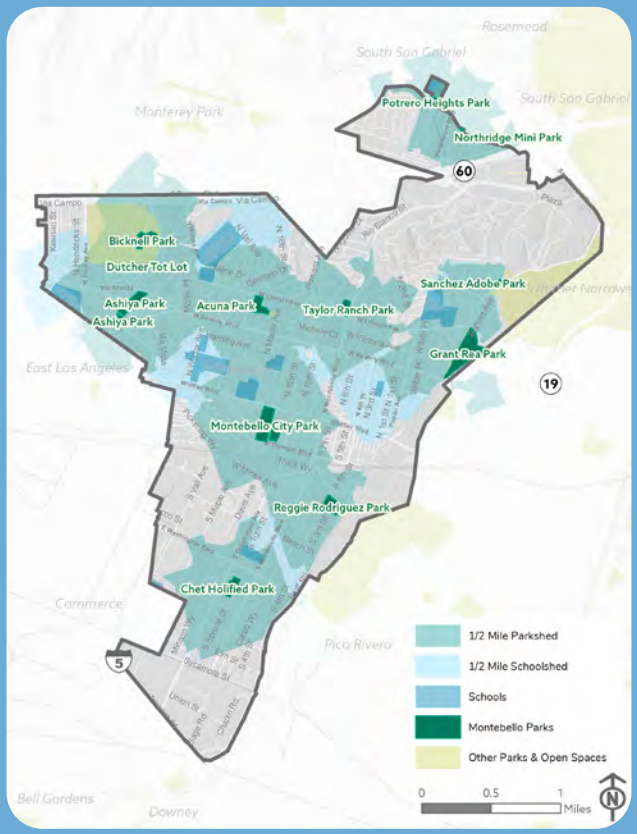
Administrative elements of a park and recreation system are those that require city or community interaction and facilitation. One way to think about the administrative items of a park and recreation system is the analogy of it as a functioning company or business. With this analogy, the administrative items may include the various managerial items that the owner, CEO, or COO may be involved in. For example, an administrative item may be how the system operates current leases or agreements with other recreational providers or joint use agreements. Other administrative items may include staffing levels within the park and recreation system or other partnerships, volunteering, or management items.

An understanding of the administrative makeup allows for recommendations on these items to improve the day-to-day operations and management of the park and recreation system. Recommendations may explore various partnerships and agreements, or how to appropriately staff and maintain the park system. It may further examine how communication with other city departments can be improved or how information is conveyed to the community. It may include ways of how rentals, purchase agreements and other administrative items are executed as to better suggest ways to operate or explore other actions to further enhance the park and recreation department. Here are specific objectives and actions to enhance the administrative elements of Montebello's park and recreation systems:

6.8.1 IMPROVE PARTNERSHIPS AND JOINT USE AGREEMENTS

Maintaining current partnerships and establishing joint use agreements will provide increase opportunities for the City.

- Develop a joint use agreement plan with the school district.
- Look at strategic partnerships with organizations such as the YMCA and others.
- Generate partnerships with organizations that help with park security, maintenance, and cleanup.



6.8.2 STAFF APPROPRIATELY TO MEET CURRENT DEMAND AND MAINTAIN ESTABLISHED QUALITY SERVICE



Ensuring that there is an adequate number of staff personnel to meet the current demands and maintenance of parks to establish quality service.

- Understand the need for additional manpower for maintenance practices at additional parks or upgraded facilities.
- Research additional resources.
- Create new maintenance positions within the Department.





Source: Little League University

6.8.3 EXPLORE ADDITIONAL PARTNERSHIPS TO ASSIST WITH FUNDING, VOLUNTEERING, AND MARKETING



Additional partnerships to assist with funding, volunteering, and marketing will expand resources the Montebello can use in the future.

- Develop relationships with local businesses, clubs, and organizations to seek funding, volunteers, and marketing support to expand programs and facilities.
- Find volunteers to help operate and run programs.
- Reevaluate current contacts with partners and seek out new public/private partnerships to enhance amenities.
- Identify partnerships with other organizations that can provide additional programming space.

6.8.4 EVALUATE AND ADDRESS STAFFING LEVELS



Evaluate whether staffing levels can meet the current needs of the City and address accordingly.

- Consider comparison for staffing levels through NRPA Standards.
- Identify current performance standards.

6.8.5 IMPROVE INTERNAL AND EXTERNAL COMMUNICATION ABOUT DIVISION ACTIVITIES, EVENTS AND SERVICES



Improving internal and external communications about division activities, events, and services to allow for increase involvement from Montebello residents.

- Utilize a number of marketing tools and strategies to actively promote parks an recreation services.
- Increase social media presence, school flyers, and hire teens or interns to assist with social media marketing and promotions.
- Engage all segments of the community in the marketing efforts.

6.8.6 EXPLORE IMPROVEMENTS TO THE FACILITY AND PARK RENTAL FEE

Exploring facility and park rental fee options that are accessible to all residents and are user friendly.



- Partner with an insurance agent.
- Review fees annually to ensure they are equitable and the collection of fees is resulting in appropriate cost recovery.
- Consider conducting a Resource Allocation/Cost Recovery study to determine cost recovery goals, cost of operations, and how resources are currently allocated and could be better allocated.

Montebello residents say...

"Provide a high level of **safety and security** at facilities"

"Focus on providing **family-oriented activities**"

"Increased maintenance, repairs, and security improvements"

"Safety and security"

"Lack of **joint use agreements** creates challenges"

... about Administration



6.9 SPECIFIC RECOMMENDATIONS

Based on the parks needs assessment map Figure 6-1 the areas of significant park needs that were outlined can be overlaid onto the vacant land parcels of the City to indicate areas of focus for planning purposes. The open parcels within these areas should be explored for additional parkland as these areas are in most critical need for parks and open space. Many many of the parcels that are within the park needs areas are generally small and do not offer significant opportunities for larger recreational amenities such as ballfields or soccer fields, opportunity areas in or adjacent to these areas (see Figure 6-3 and Figure 6-4) should also be explored, and if redevelopment of these sites is considered, park land should be made available to further offset the park needs in these areas. The geographic distribution of amenities within these areas should also be considered to allow for placement of amenities compared to existing amenities that may be currently available around the sites.

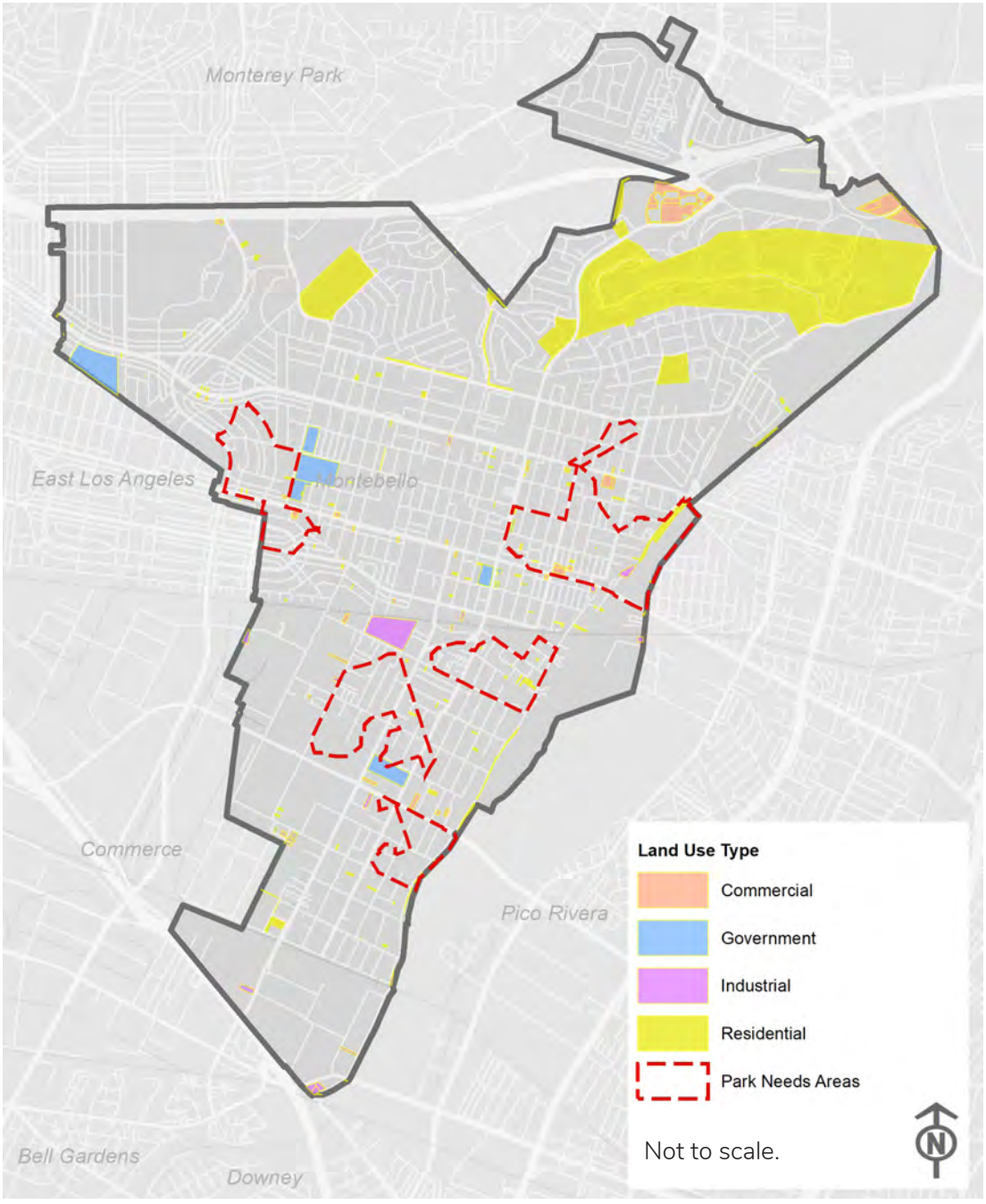


FIGURE 6-1: Vacant Land near Park Needs Areas

6.9.1 PARK SPECIFIC MASTER PLANS

Following the city-wide parks analysis facilitated the understanding of the community needs, geographic distribution of amenities, and City's priorities. From these three park sites were identified to complete park level specific plans. These park specific plans look at the parks at a master plan level, exploring reuse of the spaces and finding better efficiencies in the placement of amenities. The three park sites that were identified were Reggie Rodriguez Park, Grant Rea Park, and Montebello City Park. More information about each park can be found in Appendix I.

Reggie Rodriguez

Reggie Rodriguez Park is in a key area of the City where additional growth will put stress on the park, requiring additional amenities and improvements. The park design increases the overall level of service of the park and provides a larger playground area, a central promenade with art elements, a larger family gathering area, a looped trail, a new t-ball and soccer field, a community garden, a large multi-use soccer field, an enhanced and revised multi-sport court area (basketball, tennis, volleyball, and pickleball), enhancements at the existing community center, and a new park restroom building.



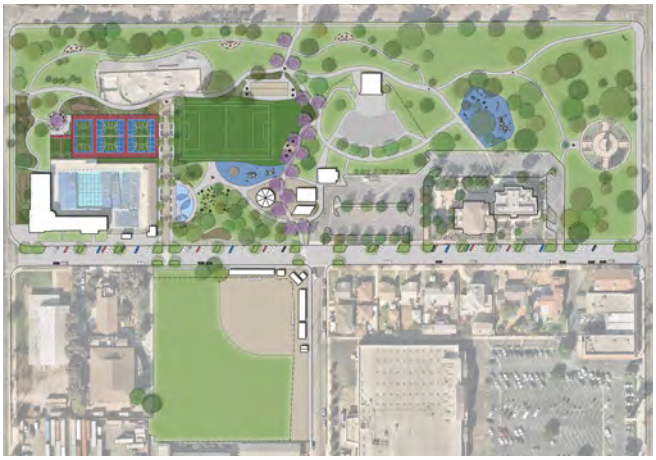
Grant Rea

As the City's main active community park the design makes use of the central area of the park by providing a multi-use synthetic turf field to allow for both baseball and soccer use year-around. The park design also includes overall ADA improvements throughout, a new basketball and tennis court area, an enhanced and enlarged inclusive playground and splash pad area, a dog park, a new community center, a central promenade with a new playground and enhanced trails, enhancements to the north existing baseball/softball field, enhancements to the youth softball field, a new community garden at the batting cages location, an enhanced trail with vehicular paving for the ability to better patrol the park, and various fitness nodes and activities.



Montebello City Park

As the park is the hub for the community, providing a central place where families can gather for community events while also providing community-wide recreational activities, the park design seeks to bring balance to the level of service that the park offers while also helping to clear some of the amenities that are aging and that were placed somewhat haphazardly over time. The park design includes overall ADA improvements and enhancements throughout, a redesigned family event area, a new adventure playground area, a new rectangular multi-use field and bocce ball court area, a central promenade and splash pad, a large multi-sport court area (basketball, tennis, volleyball, pickleball, and futsal) with handball courts and an outdoor fitness area, an enlarged skatepark area, a new cultural themed playground area, and a new walking trail with fitness pads.



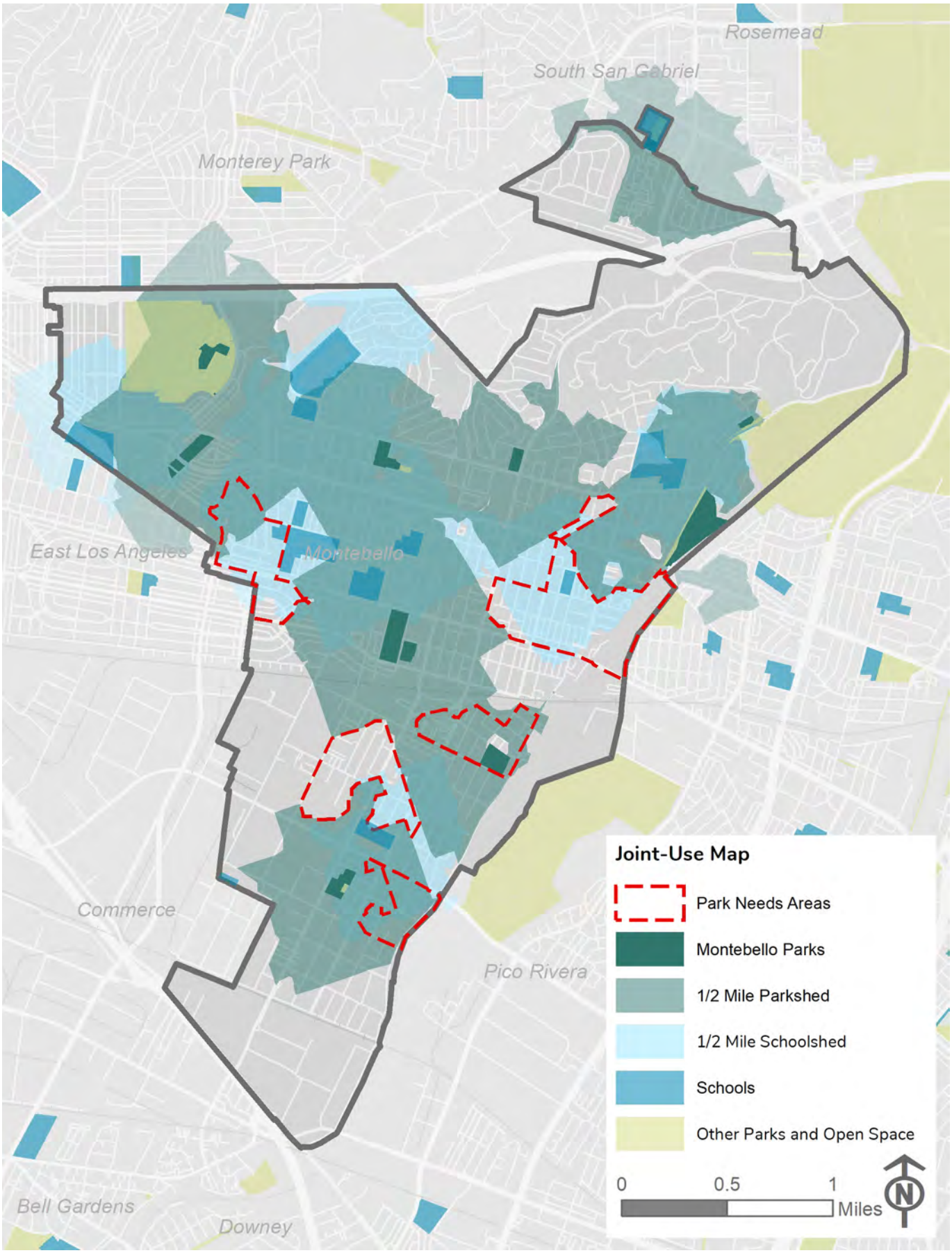


FIGURE 6-2: Joint-use Map

6.9.2 JUA AGREEMENTS

Another method to help mitigate the LOS gaps within the community is to establish a joint use agreement with the school district as indicated in recommendations 6.7.4 and 6.8.1. As schools offer various amenities that may be utilized by residents during times when school is not in use, these amenities could help to mitigate the growing LOS demand that the community will face. As seen in Figure 6-2, the school sheds are located in areas of high park demand which can greatly help these areas where parkland may be hard to come by. This allows for additional benefits to the communities within these areas. Furthermore, these schools may provide areas where participating students can further recreate in a social environment that they are also using during school hours, fostering greater community pride and sense of place.

6.9.3 AMENITY INFILL THROUGHOUT THE CITY

In addition to the three specific park plans, further exploration of various infill amenities at parks throughout the City may help find balance of amenities citywide. These may present less expensive and easier opportunities as the identified areas (see pages 109-134 in Chapter 5) can be constructed without major park expansions being done. The infill of these areas should be done in a geographically distributed manner so that these elements can be accessible to the greater community within the 15-minute walk times or parksheds that serve the community (see Figure 6-3 and Figure 6-4).

The suggested infill amenities at the park level can be found in Table 6-1. This table also includes the improvements that were highlighted within the park specific plans. Although these improvements provide a roadmap for the City on which amenities could be placed in each identified park, the ultimate placement of these amenities should be further vetted by the community that the park serves prior to inserting the amenity. Furthermore, the locations at which these improvements occur should be further explored as utilities and other constraints were not studied at the system wide planning level.

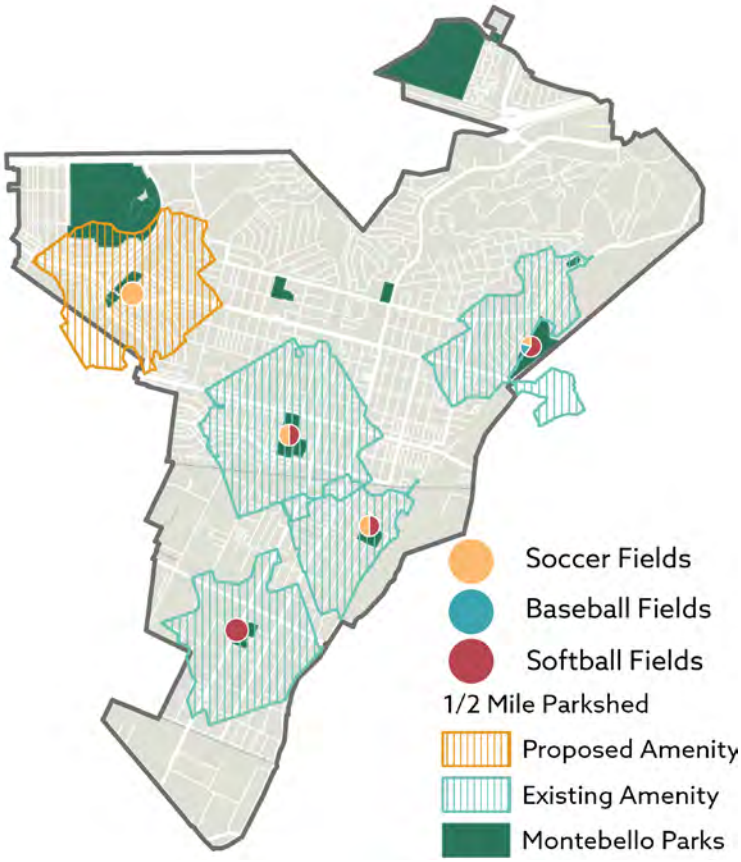


FIGURE 6-3: Proposed Field Amenities

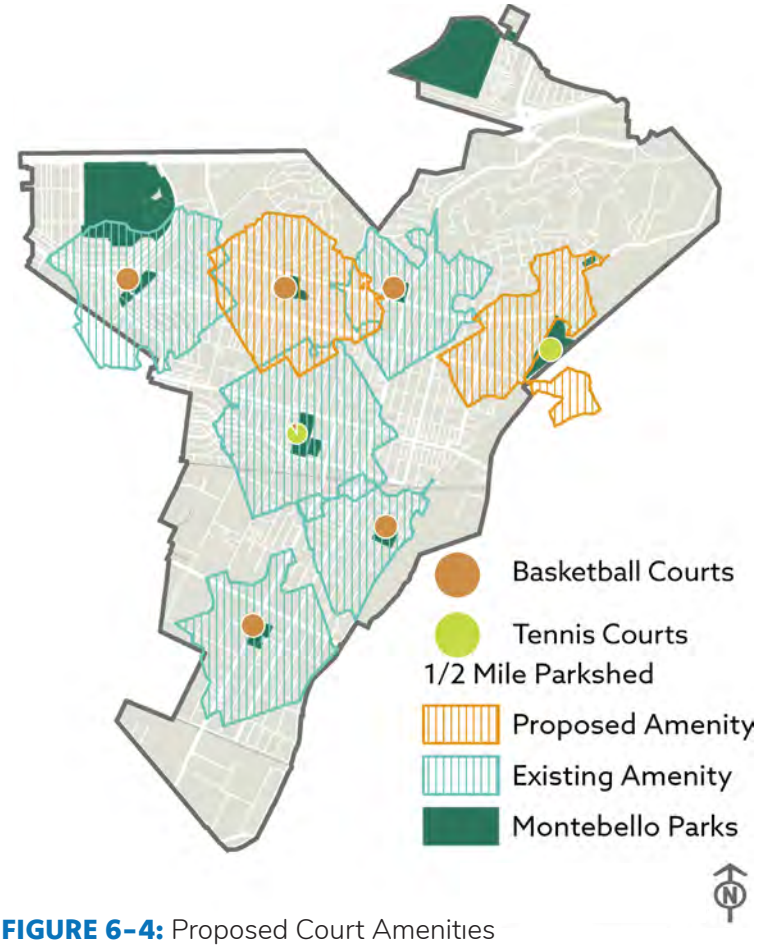


FIGURE 6-4: Proposed Court Amenities

TABLE 6-1: Proposed Facility Inventory

	Proposed Facility Inventory	Mini-park				Neighborhood Park						Community Park / Center			Special Use		Removed Facilities	Total Proposed Inventory	Grand Total Proposed Inventory
		Dutcher Tot Lot	Northridge Mini Park	Potrero Heights Park	Sanchez Adobe Park	Acuna Park	Ashiya Park	Bicknell Park	Chet Holifield Park	Reggie Rodriguez Park †	Taylor Ranch Park	Community and Senior Center	Grant Rea Park †	Montebello City Park †	Sanchez Adobe Museum	Montebello Golf Course			
Indoor Rec. Facilities	Rec Center / Community Center																	0	0
	Community Centers												1					1	1
	Senior Center																	0	0
	Teen Center																	0	0
	Performance Amphitheaters																	0	0
	Nature Centers																	0	0
Outdoor Park & Rec Facilities	Basketball Courts					1				1			1	4				7	7
	Bocce ball						1	1										2	2
	Community Gardens									1			1					2	2
	Diamond Fields: Baseball (Adult - 230'+)**																	0	0
	Diamond Fields: Baseball (Youth - <230')**												-1					-1	-1
	Diamond Fields: Softball (Adult - 200'+)**												-1				-1	0	-1
	Diamond Fields: Softball (Youth - <200')**									-1			-1					-2	-2
	Dog Parks					1							1					2	2
	Multi-Purpose Field*									2			1					3	3
	Field Hockey Field / Lacrosse												1					1	1
	Football												1					1	1
	*Soccer (Adult 14U+)**												1					1	1
	*Soccer (Youth 6U-12U)**					1				2			4					7	7
	*Baseball (Adult - 230'+)**																	0	0
	*Baseball (Youth - <230')**																	0	0
	*Softball (Adult - 200'+)**									1			1					2	2
	*Softball (Youth - <200')**									1			2					3	3
	Pickleball***					1			1	4			2	4				12	12
	Picnic Areas (12+people)	1	1	1			2	2	4	1				2				14	14
	Playgrounds (age 6-12)				1	1				1			2	2				7	7
	Playgrounds (tot lot / age 2-5)	1											2	2				5	5
	Rectangular Soccer (Adult 14U+)**																	0	0
	Rectangular Soccer (Youth 6U-12U)**													1				1	1
	Skate Parks																	0	0
	Swimming pool																	0	0
	Tennis Courts									1			1	1				3	3
	Volleyball			1					1	1			1	5				9	9
Linear	Pedestrian Trails - miles									1				0.5				1.5	1.5
	Bicycle Trails - miles									1				0.5				1.5	1.5

Notes:

** Indicates a shared facility with seasonal use - point included in single purpose facilities*

*** Indicates a single purpose facility, number includes shared facilities*

**** May count some of the tennis courts if facility is shared*

† Indicates park specific plan site

6.9.4 SPECIFIC RECOMMENDATION SCENARIO

In order to assess the value of the specific recommendation, a scenario that indicates the LOS abilities of the recommendations has been provided. This scenario takes into account the following assumptions:

1. JUA agreements (only counted at 50%) of recreation areas
2. The new park specific plan improvement amenities
3. Park infill amenities for existing parks

As seen in the table (see Table 6-3), if all of these items in the scenario are included, most LOS amenities can be achieved. As youth baseball could be played at softball fields by using a portable mound, these facilities may be accounted for in the softball youth category. For adult baseball fields, the school facilities may be used or the City may consider finding a location for adult fields at the opportunity sites as these may provide additional land for the larger footprint of this facility type. Further balancing of amenities could also be considered at the opportunity sites if park land becomes available but these should be distributed in a manner to serve the entire community.

TABLE 6-2: Priority of Proposed Facility Inventory

Priority of Proposed Facility Inventory	Mini-park			Neighborhood Park			
	Dutcher Tot Lot	Northridge Mini Park	Potrero Heights Park	Acuna Park	Ashiya Park	Bicknell Park	Chet Holifield Park
Community Centers							
Basketball Courts				Area 2			
Bocce ball		Area 1	Area 1			Area 3	Area 3
Multi-Purpose Field*							
*Soccer (Youth U6-12)**					Area 4 & 5		
Pickleball***				Area 2			
Picnic Areas (12+people)	Area 1			Area 4	Area 2 & 3	Area 1	Area 6
Playgrounds (age 6-12)							
Playgrounds (tot lot / age 2-5)	Area 1	Area 2					
Tennis Courts							
Volleyball				Area 2			

Timeframe: Short | Meduim | Long

6.9.5 FUNDING, OPERATIONS, AND MAINTENANCE RECOMMENDATIONS

Further cost impact studies may be found in Appendix II of the report. Cost studies highlight each of the recommendation's range of capital and operational costs along with the appropriate time to complete the suggested recommendations. This appendix also includes a comparative analysis of other cities in the region along with further funding, operational, and maintenance notes with various traditional and alternative funding sources for consideration.

TABLE 6-3: Future Facility LOS Scenario

	Level of Service based on 2035 Population, Park Infill, Park Master Plans, and JUA Scenario (80,480 Est. Pop. Per AGS)	<- Existing Facilities: Existing City Facilities w/ Adjustments Based on Park Master Plans	Existing Private Facilities (partially counted)	School Facilities (counted at .5)	Park Infill Opportunity Areas & Park Master Plans (see Table 6-1)	Total Existing Inventory, School Facilities, and Park Infill & Master Plans	Needed Facilities-> NRPA National Guideline Service Level (1/# pop)	Recommended City Standard (1/# pop)	Utilized - (AGS) Total Facilities Needed	W/ School Facilities (.5) Total Surplus / Deficit (From Table 6-1)
Indoor Rec. Facilities	Rec Center	2	1	1	0	**2.8**	40,900	38,200	2.1	**0.6**
	Community Centers	1	0	0	1	**2.0**	42,490	32,600	2.5	**(0.5)**
	Senior Center	1	0	0	0	**1.0**	68,700	66,400	1.2	**(0.2)**
	Teens Center	0	0	0	0	**0.0**	60,270	58,300	1.4	**(1.4)**
	Performance Amphitheaters	1	0	2	0	**2.0**	57,304	55,400	1.5	**0.5**
	Nature Centers	0	0	0	0	**0.0**	65,000	65,000	1.2	**(1.2)**
Outdoor Park & Rec Facilities	Basketball Courts	4	0	43.5	7	**32.8**	8,560	7,100	11.3	**21.4**
	Bocce ball	1	0	0	2	**3.0**	6,250	6,700	12.0	**(9.0)**
	Community Gardens	0	0	2	2	**3.0**	50,000	48,300	1.7	**1.3**
	Diamond Fields: Baseball (Adult - 230'+)**	1	0	0	0	**1.0**	22,900	19,100	4.2	**(3.2)**
	Diamond Fields: Baseball (Youth - <230')**	0	0	2	-1	**0.0**	7,200	6,000	13.4	**(13.4)**
	Diamond Fields: Softball (Adult - 200'+)**	2	0	0	-1	**5.5**	15,500	12,900	6.2	**(0.7)**
	Diamond Fields: Softball (Youth - <200')**	2	0	6	-2	**7.5**	12,000	10,000	8.0	**(0.5)**
	Dog Parks	0	0	0	2	**2.0**	58,000	50,300	1.6	**0.4**
	Multi-Purpose Field*	2	0	8	3	**9.0**	10,470	8,700	9.3	**(0.3)**
	Field Hockey / Lacrosse Field	0	0	0	1	**1.0**				
	Football	0	0	3	1	**2.5**				
	*Soccer (Adult U14+)**	0	0	3	1	**2.5**				
	*Soccer (Youth U6-12)**	2	0	7	7	**12.5**				
	*Baseball (Adult - 230'+)**	0	0	0	0	**0.0**				
	*Baseball (Youth - <230')**	0	0	0	0	**0.0**				
	*Softball (Adult - 200'+)**	2	0	1	2	**4.5**				
	*Softball (Youth - <200')**	0	0	3	3	**4.5**				
	Pickleball***	0	0	0	12	**12.0**	6,250	6,000	13.4	**(1.4)**
	Picnic Areas (12+people)	13	0	0	14	**27.0**	5,000	4,800	16.8	**10.2**
	Playgrounds (age 6-12)	8	0	7	7	**18.5**	3,860	3,700	21.8	**0.2**
	Playgrounds (tot lot / age 2-5)	4	0	4	5	**11.0**	11,200	10,800	7.5	**5.5**
	Rectangular Soccer (Adult U14+)**	0	0	3	0	**4.0**	16,644	13,900	5.8	**(0.3)**
	Rectangular Soccer (Youth U6-12)**	0	0	7	1	**17.0**	9,085	7,600	10.6	**9.9**
	Skate Parks	1	0	0	0	**1.0**	62,570	62,600	1.3	**(0.3)**
	Swimming pool	2	1	2	0	**3.3**	45,800	35,100	2.3	**2.0**
	Tennis Courts	4	6	19	3	**18.0**	6,250	5,800	13.9	**13.6**
	Volleyball	0	0	1	9	**9.5**	22,250	20,800	3.9	**6.1**
Linear	Pedestrian Trails - miles	4.12	0	0	1.5	**5.6**	2,300	1,900	42.4	**(36.7)**
	Bicycle Trails - miles	3.72	0	0	1.5	**5.2**	2,450	2,000	40.2	**(35.0)**

Notes:

** Indicates a shared facility with seasonal use - point included in single purpose facilities*

*** Indicates a single purpose facility, number includes shared facilities*

**** May count some of the tennis courts if facility is shared*



CITY OF MONTBELLO

PARKS MASTER PLAN

APPENDIX I
Park Specific Plans

Appendix I: Sub Index

Reggie Rodriguez Park.....I-3
Grant Rea Park.....I-20
Montebello City Park I-36

Reggie Rodriguez Park

-Context maps

-Site plan and overall costs

-Recreational amenity areas



March, 2021

ktua

Reggie Rodriguez Park Overall Design Narrative

The improvements at Reggie Rodriguez seek to revitalize the park and create additional active and passive spaces for the community. The park design increases the overall level of service of the park and provides an additional playground area, a larger family gathering area, a looped trail, a new t-ball field and soccer field, a community garden, and a large multi-use soccer field. Throughout the park crime prevention through environmental design (CPTED) principles will be implemented and site lighting standards, furnishings, and equipment will be updated and enhanced. All existing trees will be inventoried, and an arborist report shall be completed prior to further design efforts to assess tree health and determine where heritage or significant trees need protected. The design represents a 10% schematic level of design effort for planning purposes. Further design and engineering studies shall be done to further understand site constraints, the feasibility of proposed design features, and to better understand costs.



Baseball field and Community Center at Reggie Rodriguez Park



Playground at Reggie Rodriguez Park

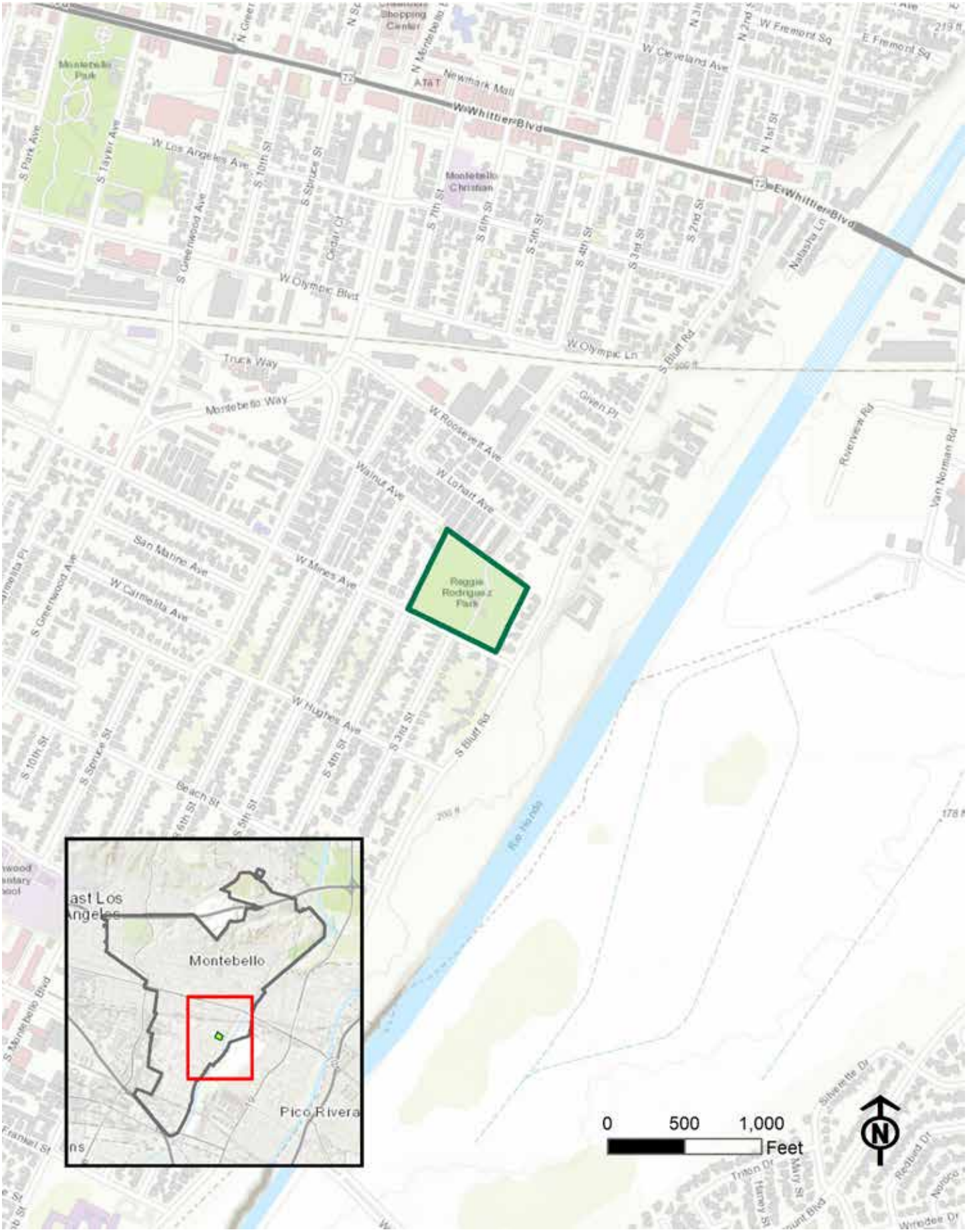


Picnic area at Reggie Rodriguez Park



Basketball courts at Reggie Rodriguez Park

Reggie Rodriguez Park Context Map





Reggie Rodriguez Park

Not to Scale



IMPROVEMENT	DESCRIPTION	COST ESTIMATE
A	Park Promenade	$536,200 - $625,500
B	Playground	$767,000 - $894,800
C	Multi-purpose Baseball/Soccer Field West	$1,029,300 - $1,200,900
D	Perimeter Walk, Fitness Pads, & Waterwise Planting Areas	$895,900 - $1,045,200
E	Community Garden	$188,200 - $219,500
F	Multi-purpose Baseball/Soccer Field East	$937,200 - $1,093,400
G	Multi-purpose Sports Courts	$134,800 - $157,300
H	Family Gathering Area	$229,200 - $267,400
I	Restroom / Community Building	$1,836,300 - $2,142,400
R	Remaining Park Areas	$521,400 - $608,300

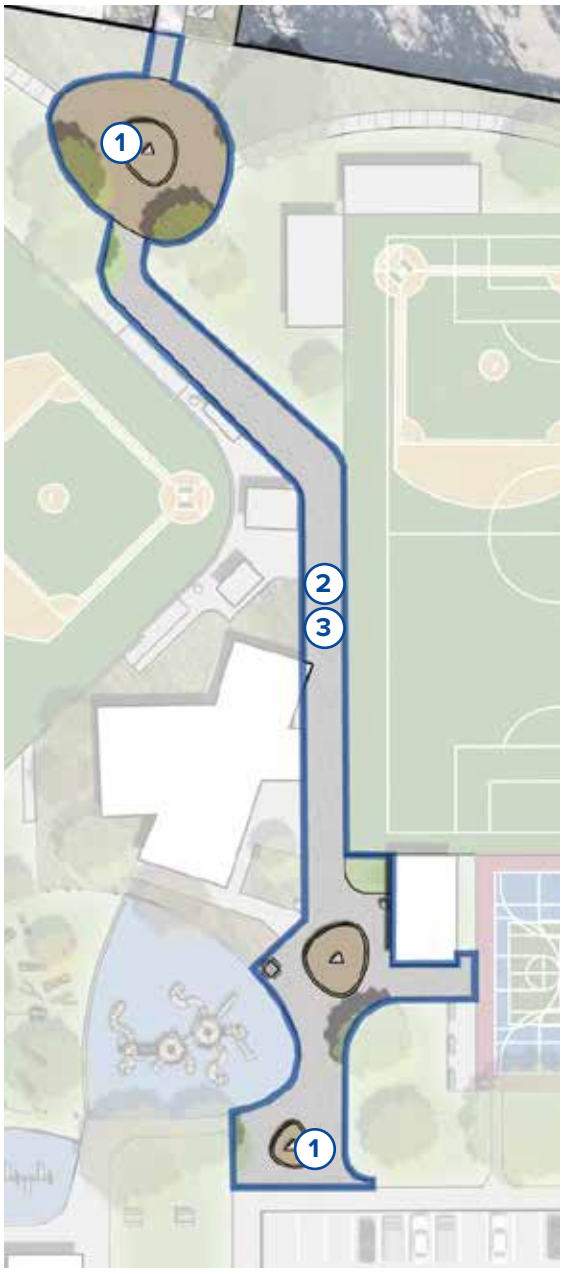
Total Cost: $7,104,300 - $8,288,300

Area A: Park Promenade

The central park promenade is the area in the center of the park that runs north to south connecting the adjacent neighborhood to the park and connecting the various major components and amenities of the park. The team is suggesting removal and replacement of the concrete in this area to bring it to current ADA standards and make it larger for vehicular access north of the existing baseball field. The concrete will be enhanced and is intended to have various low seatwall areas with art in the middle of them. Site furnishing including lighting, benches, trash receptacles, and drinking fountains are also suggested to make the area functional and safe.



Seating improvements



LEGEND	DESCRIPTION
#	New Facility
#	Existing Facility
#	Enhanced Facility

IMPROVEMENT	DESCRIPTION
1	Art Node & Entry Signage
2	Enhanced Vehicular Paving Throughout Promenade
3	Furnishings Througout

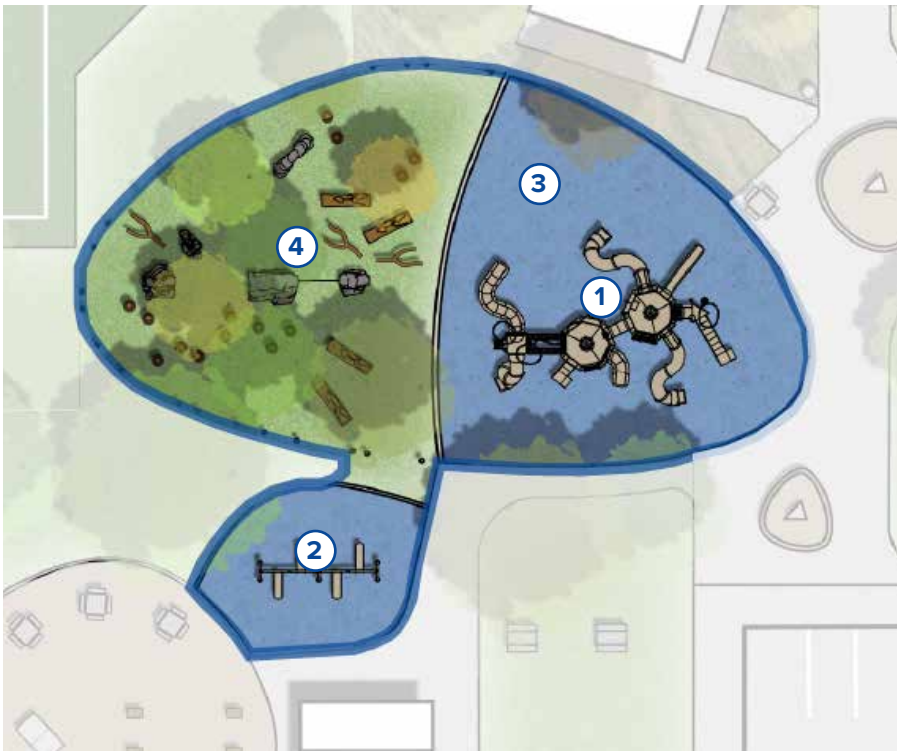
Total Cost of Area A: $536,200 - $625,500

Area B: Playground

The playground area is intended to be redone to bring into compliance with the latest ADA standards. The playground will include two structures for 2–5-year-old play (tot lot) and for 5–12-year-old play. Additionally, the playground will expand into the adjacent hilled area and include various nature play elements such as small boulders, logs, and other elements for the exploration and imaginative play environment. The play equipment will include an all-inclusive swing area and the playground will have resilient surfacing per the required standards and regulations.



Playground



IMPROVEMENT	DESCRIPTION
1	Inclusive Playground Equipment
2	All-Inclusive Swingset
3	Resilient Surfacing
4	Nature Play Equipment

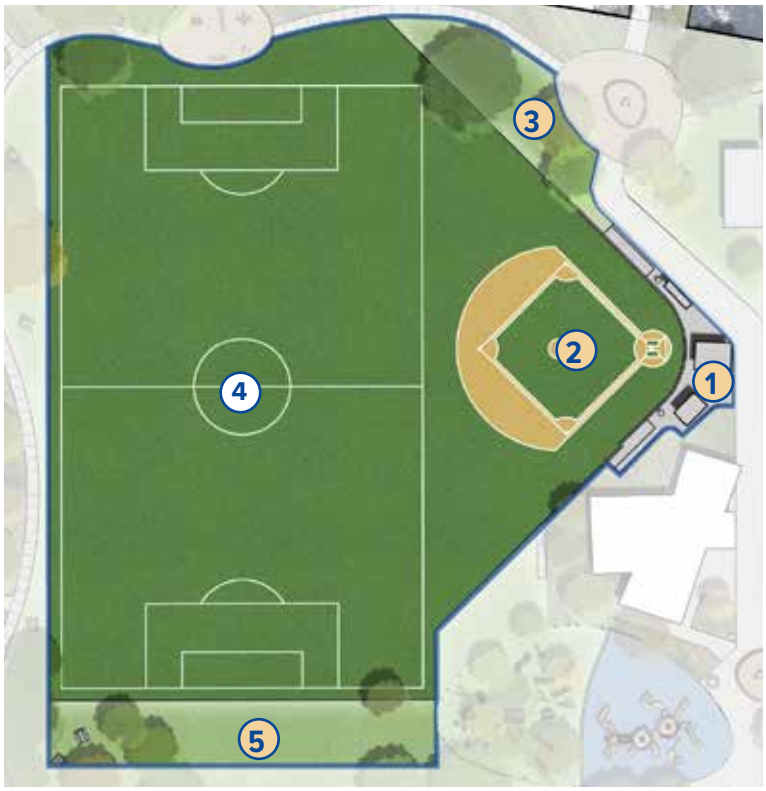
Total Cost of Area B: $767,000 - $894,800

Area C: Multi-purpose Softball/Soccer Field West

The multi-purpose softball and soccer field area will include various enhancements to the existing baseball field. This will include new backstop fencing, dugout repairs, hardscape replacement for ADA compliance, and new infield material and lighting. The soccer field is sized to accommodate a 14U playing area. This area will share the outfield of the baseball field and will have lawn replacement that focuses on irrigation improvements, new lawn turf, proper soil amendments, and other improvements to allow for hardy natural play field turf. The area will include an allowance for spectator seating behind the backstop of the softball field.



Enhanced baseball field



IMPROVEMENT	DESCRIPTION
1	Enhanced Backstops, Dugouts, & Spectator Seating & Lighting Area
2	Enhanced Softball / Baseball Field
3	Enhanced Planting Area
4	New Natural Field Turf, Striping, and Irrigation Upgrades
5	Enhanced Existing Lawn Areas

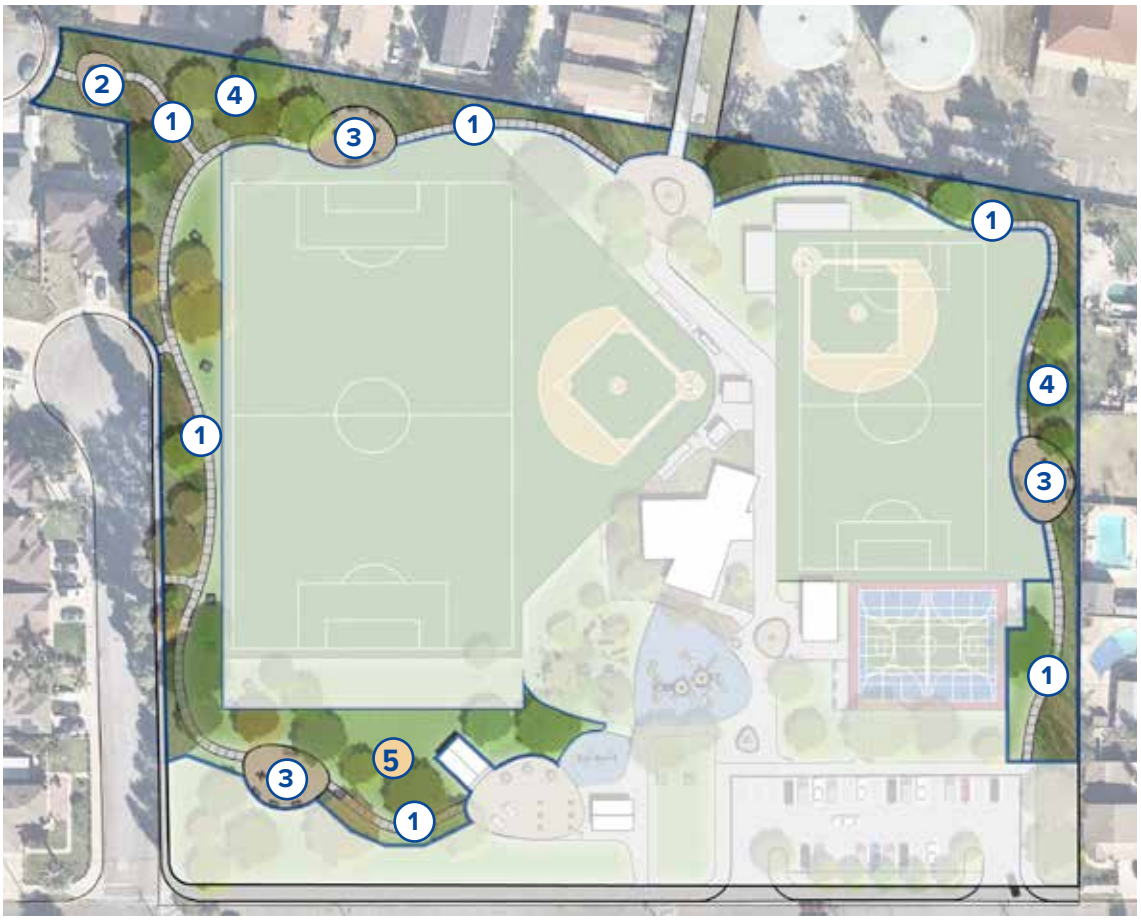
Total Cost of Area C: $1,029,300 - $1,200,900

Area D: Perimeter Walk, Fitness Pads, and Water Wise Plantings

The perimeter walk loop is a pathway system that will provide an inner trail for park-goers to walk or jog on. The walk will have three fitness pads with fitness equipment included within them. The fitness equipment will allow for various levels of exercising and each station may feature another play element. The area will also include water wise planting along the perimeter of the park. The water wise planting areas will include bio-retention areas and bioswales. This area will also include the entrance from Walnut Ave which will feature pilasters, fencing, enhanced planting, and an art element.



Trail and fitness station



IMPROVEMENT	DESCRIPTION
1	New Perimeter Multi-Purpose Path
2	Entry Plaza, Fencing, & Pilasters
3	Fitness Pad

IMPROVEMENT	DESCRIPTION
4	Water-Wise Planting Areas
5	Enhanced Lawn Area

Total Cost of Area D: $895,900 - $1,045,200

Area E: Community Garden

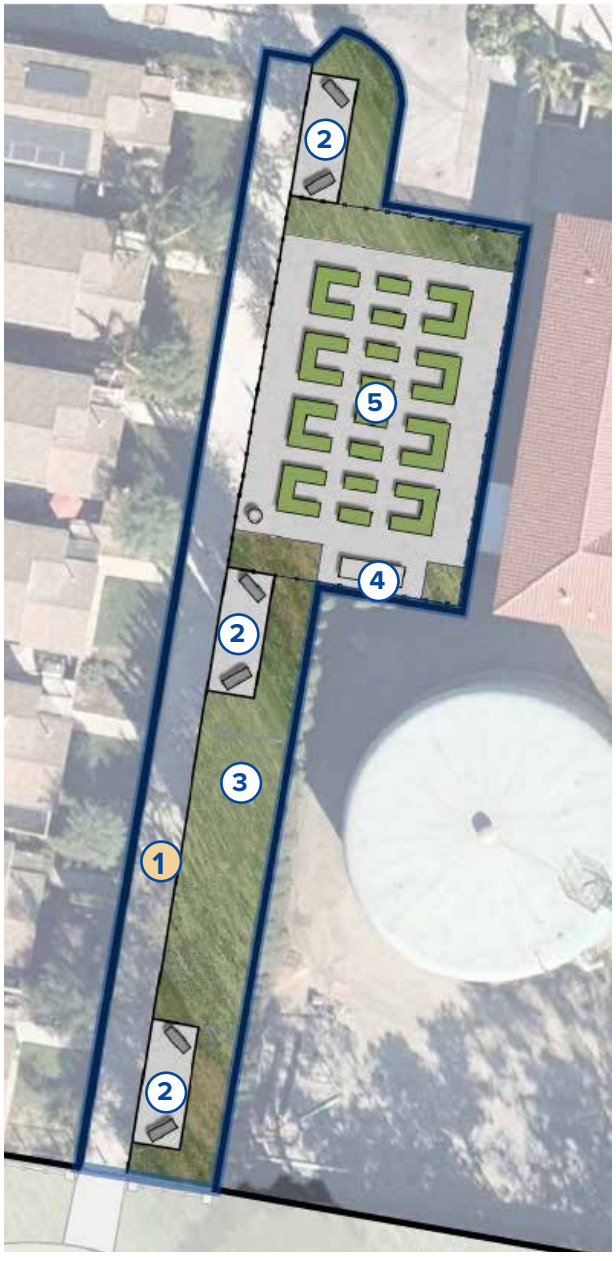
The community garden area is located on the far north end of the park on the corner of Lohart Avenue and 3rd Street. This area currently has a dilapidated playground which is proposed to be removed. In it's place a new community garden would be added that provides communal learning and a farm to fork experience. The community garden will feature various garden beds and have storage for gardening equipment. The area also includes a pathway that connects to the park and provides benches, enhanced planting, and other features that are suitable for the community.



New community garden



Butterfly garden or nature walk



IMPROVEMENT	DESCRIPTION
1	Enhanced Walkway
2	Seating Nodes
3	Water-Wise / Butterfly Garden Planting Areas
4	Storage Units
5	Community Garden

Total Cost of Area E: $188,200 - $219,500

Area F: Multi-purpose Softball/Soccer Field East

The multi-purpose baseball & soccer field east is a smaller playfield that is similar to the Area C multi-purpose baseball/soccer fields. This area has a small T-ball field which includes a new backstop fencing, dugout benches and shade, hardscape areas for ADA compliance, and infield material. This field will not have lighting but will be ambiently lit by adjacent path lighting. The soccer field is sized to accommodate a 10U playing area. This area will share the outfield of the baseball field and will have lawn replacement that focuses on irrigation improvements, new lawn turf, proper soil amendments, and other improvements to allow for hardy natural play field turf. The area will include an allowance for spectator seating behind the backstop of the T-ball field.



Multi-purpose turf field



IMPROVEMENT	DESCRIPTION
1	Spectator Seating and Small Backstop - Bench Dugouts
2	Synthetic Infield
3	Synthetic Turf Field with U10 Field Striping
4	Natural Turf Area

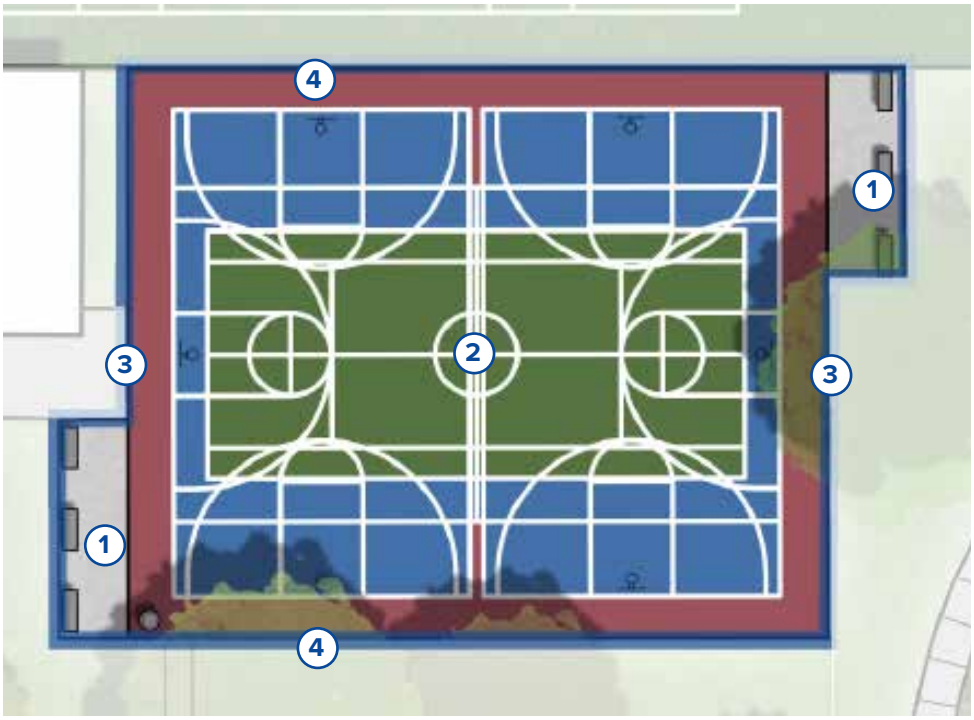
Total Cost of Area F: $937,200 - $1,093,400

Area G: Multi-purpose Sports Courts

The multi-purpose sports court area will include the enhancement of the existing basketball court. The area will look to include tennis and pickleball areas in the striping layout. The area may also explore having volleyball striping if feasible. The area will include new top treatment on the existing concrete, new paint striping, new lighting, new basketball courts, 12' tall vinyl chain link fencing behind the tennis areas on the east/west of the facility, and low 4' vinyl chain link fencing on the north/south of this area. This area will also include two seating areas for community members who are waiting to play or watching.



Basketball and tennis striping



IMPROVEMENT	DESCRIPTION
1	Seating / Waiting Areas
2	Multi-purpose Sport Court (Basketball, Tennis, Volleyball, Pickleball, Futsal)
3	12' Tall Vinyl Chain Link Fence
4	4' Tall Vinyl Chain Link Fence

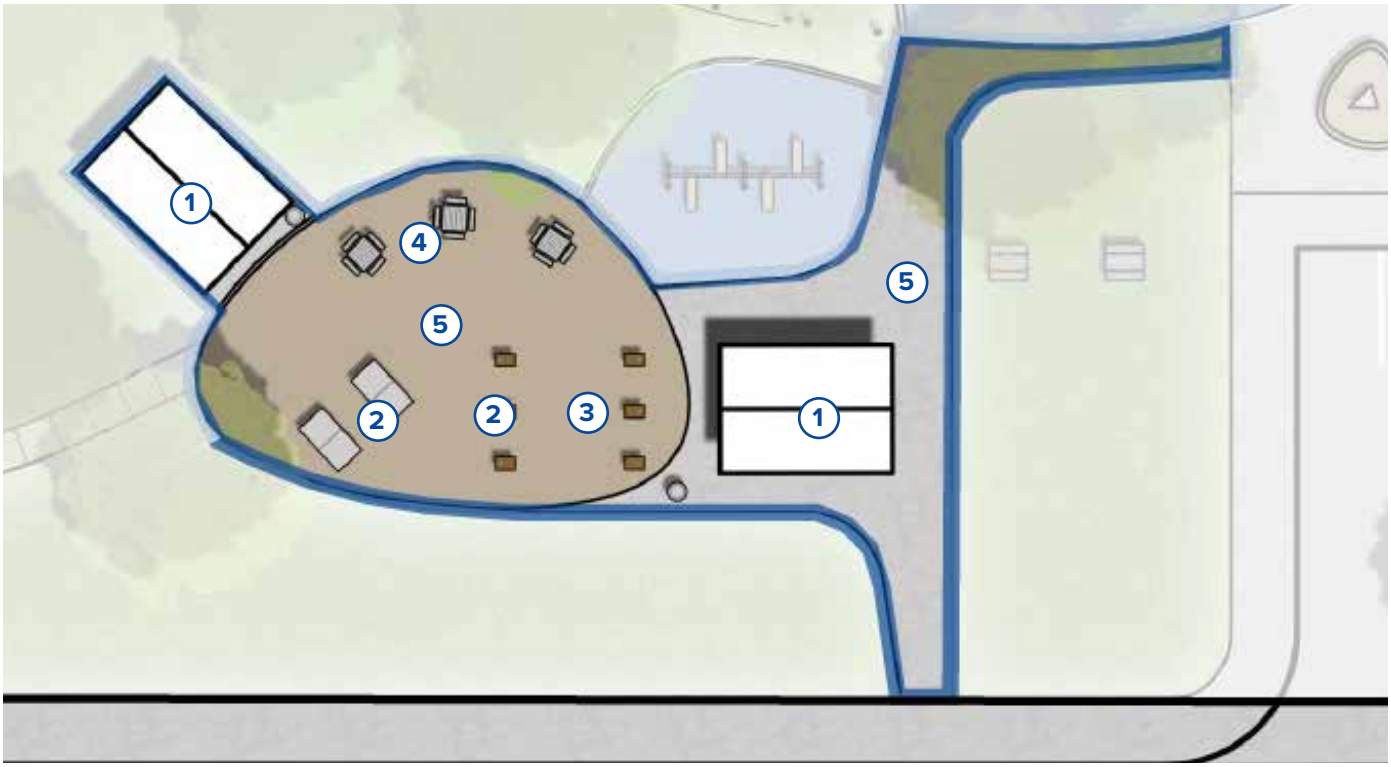
Total Cost of Area G: $134,800 - $157,300

Area H: Family Gathering Area

The family gathering area will support larger family events through the acommodation of reserved facilities. The money collected for these reservations can help provide other funding of park maintenance or improvements. This area will include various family play elements such as concrete cornhole, game tables, and ping pong tables. The area will also include seating nodes, structures, and enhanced paving throughout. The area will be further activated by it's proximity to the open lawn and the nearby playground.



Outdoor ping pong



IMPROVEMENT	DESCRIPTION
1	New Picnic Shade Shelters & Furnishing
2	Ping Pong Tables
3	Concrete Corn Hole
4	Game Tables
5	Enhanced Paving and Plaza / Walkway

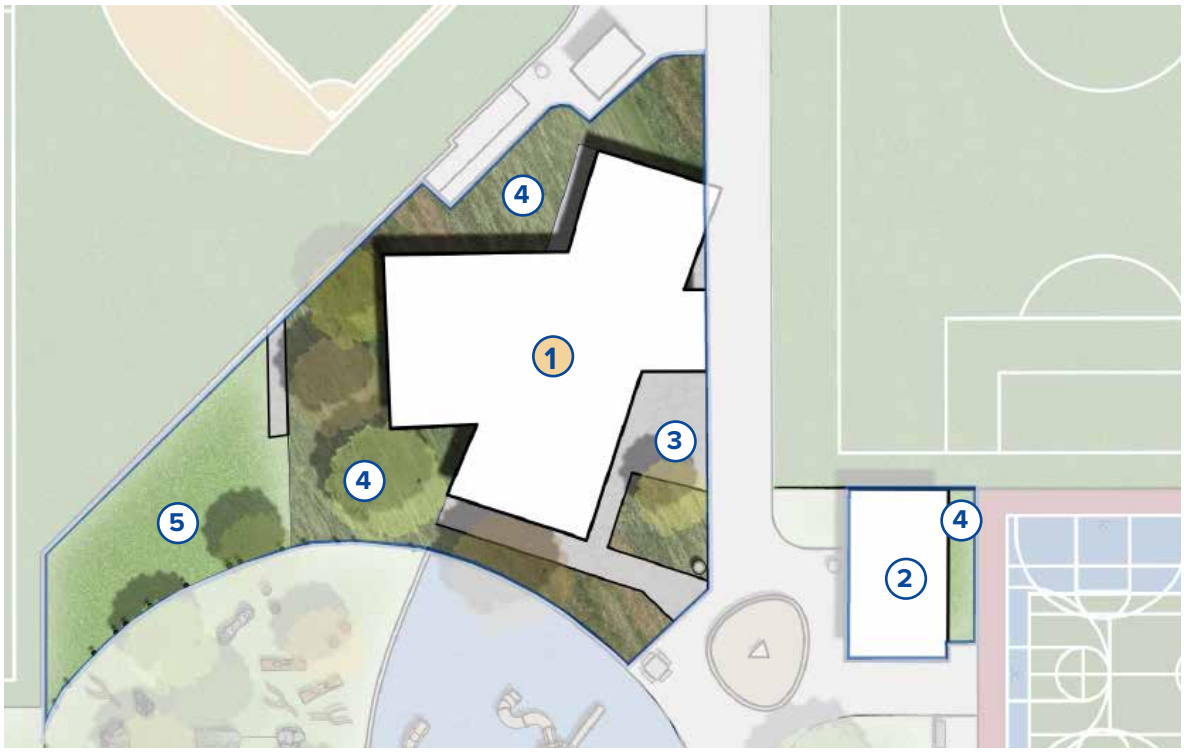
Total Cost of Area H: $229,200 - $267,400

Area I: Restroom / Community Building

The restroom & community building area will include various improvements to the perimeters of the restroom and community buildings. The restroom will be replaced with a pre-manufactured restroom and which will include the latest ADA and gender neutral / family style restroom standards. The restroom will be sized appropriately and will placed in the same location as the existing restroom facility.



Community building classrooms



IMPROVEMENT	DESCRIPTION
1	Enhanced Existing Community Building
2	New Park Restroom Building
3	Enhanced Paving Area / Plaza
4	Foundation Planting
5	Enhanced Lawn Area

Total Cost of Area I: $1,836,300 - $2,142,400

Area R: Remaining Park Areas

The various areas of the park and infrastructural costs are aggregated into the afformentioned areas. These include costs for site mobilization, demolition, earth-work, misc. utility repairs, general irrigation elements (i.e., controller, backflow, etc.). This also includes the parking lot, curbs and PV solar panels in the parking lot area.



Existing parking lot



IMPROVEMENT	DESCRIPTION
1	Enhanced Lawn Areas & Planting
2	Enhanced Parking Lot w/ Solar PV Shade Shelters
3	Removed Perimeter Fencing (on 4th Street)

Total Cost of Area R: $521,400 - $608,300

Design Key Views



Design Key View #1



Design Key View #2



Design Key View #3



Grant Rea Park Specific Plan

-Context maps

-Site plan and overall costs

-Recreational amenity areas



March, 2021

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Grant Rea Park Overall Design Narrative

The improvements at Grant Rea Park seek to revitalize the park and create additional active and passive spaces for the community. Overall, the design intent is to provide various community wide facilities to help further the level of service of the park and mitigate the community and Citywide amenity gaps found during the park master plan needs assessment. Throughout the park crime prevention through environmental design (CPTED) principles will be implemented and site lighting standards, furnishings, and equipment will be updated and enhanced. All existing trees will be inventoried, and an arborist report shall be completed prior to further design efforts to assess tree health and determine where heritage or significant trees shall be protected. The site features proposed will be in conformance with the existing site use and should allow for a mitigated negative declaration (MND) or negative declaration (ND) CEQA determination; however, further CEQA determination should be made following additional schematic design efforts. The design represents a 10% schematic level of design effort for planning purposes. Further design and engineering studies shall be done to further understand site constraints, the feasibility of proposed design features, and to better understand costs.



Baseball field at park



Petting Zoo at park

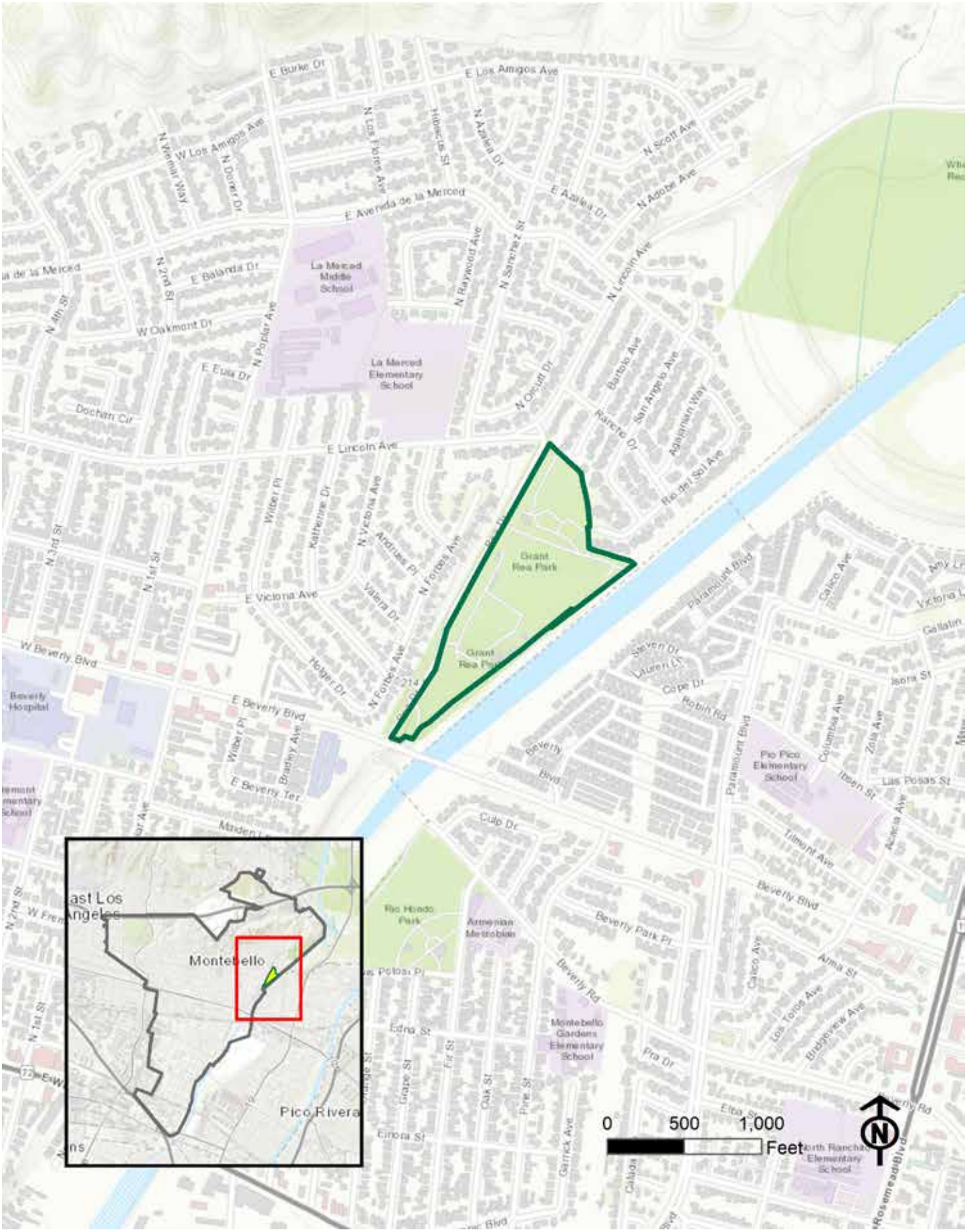


Playground at park



Restroom facility at park

Grant Rea Park Context Map



Rea Drive

Beverly Boulevard

Rio Hondo River

feet

1”=80’ @ 22” x 34”
1”=160’ @ 11” x 17”



Grant Rea Park

To help organize the improvements, the site has been subdivided by major recreation features. This includes the following areas:

IMPROVEMENT	DESCRIPTION	COST ESTIMATE
A	Multi-use Synthetic Sports Field	$5,470,600 - $6,382,300
B	Basketball and Tennis Courts	$404,400 - $471,800
C	Inclusive Playgrounds & Splash Pad	$958,200 - $1,117,900
D	Dog Park	$137,200 - $160,100
E	Community Center	$1,632,600 - $1,904,700
F	Central Promenade, Playground, and Trails	$348,000 - $487,200

IMPROVEMENT	DESCRIPTION	COST ESTIMATE
G	Baseball/Softball Field	$150,000 - $175,000
H	Youth Softball Field and Retention Basin	$124,400 - $145,200
I	Batting Cages and Community Garden	$148,300 - $173,000
J	Existing Petting Zoo	$36,000 - $42,000
P	Parking Lot Areas	$111,600 - $125,000
R	Remaining Park Areas and Infrastructure	$164,400 - $191,800

Below are descriptions of the park per the above park areas:

Total Project Cost: $10,441,300 - $12,214,600

Area A: Multi-use Synthetic Sports Field

The multi-use synthetic sports field is an area that provides ample playable area for rectangular sports and baseball/softball. At the entrance of the area there will be a main drop off loop which includes enhanced paving and park signage, art, and informational signage. The median in the parking lot is intended to have a rolled curb to allow fire truck and emergency access. The area is wide enough to allow for cars to wait while other can pass by them.

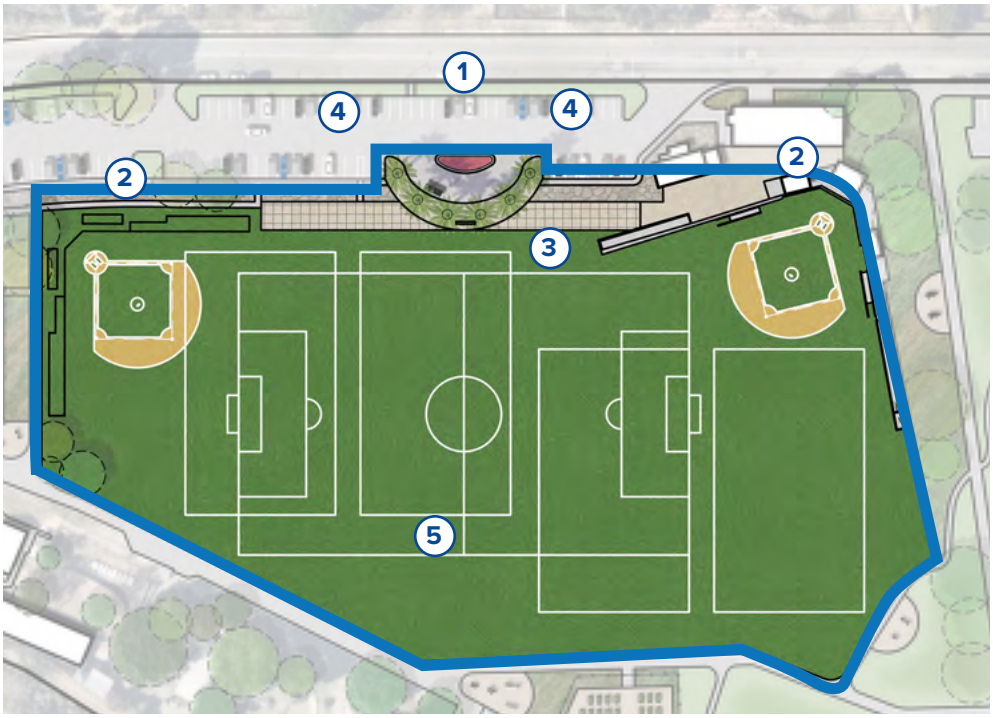
The area will include synthetic turf for year-round playability. The area will feature one large U14 soccer field which may be used for football as well. Four separate U12 fields may be striped with the ability of running multiple U8 fields perpendicular to them. The existing softball field infrastructure for both fields will remain but the backstops, dugouts, spectator seating, and other features will be enhanced. The outfield will be shared with the multi-use synthetic field but during time of in-season play, a temporary fence may be erected to allow for a flexible homerun fence. A detention basin of crushed aggregate and perforated piping will occur underneath the field, allowing for treatment of stormwater for the fields and surrounding hardscape. Equipment storage will be provided within the park to allow for storage of baseball equipment including the temporary fence and a raised mound which may be rolled out for baseball play. The area will receive upgraded field lighting and controls.

The irrigation system will feature Big Gun rotors or other for field rinse down. The area will also include perimeter decorative fencing at 4' height. Spectator seating and passive seating areas may be included within or at the perimeter of the field area.



Multi-use sport field

LEGEND	DESCRIPTION
#	New Facility
#	Existing Facility
#	Enhanced Facility



IMPROVEMENT	DESCRIPTION
1	Entry Plaza
2	Softball / Baseball Field, Backstops, Dugouts, & Spectator Seating
3	Synthetic Turf Field with U14 Field Striping & 4 U8 Fields
4	Promenade and Spectator Seating Area
5	Perimeter Fencing

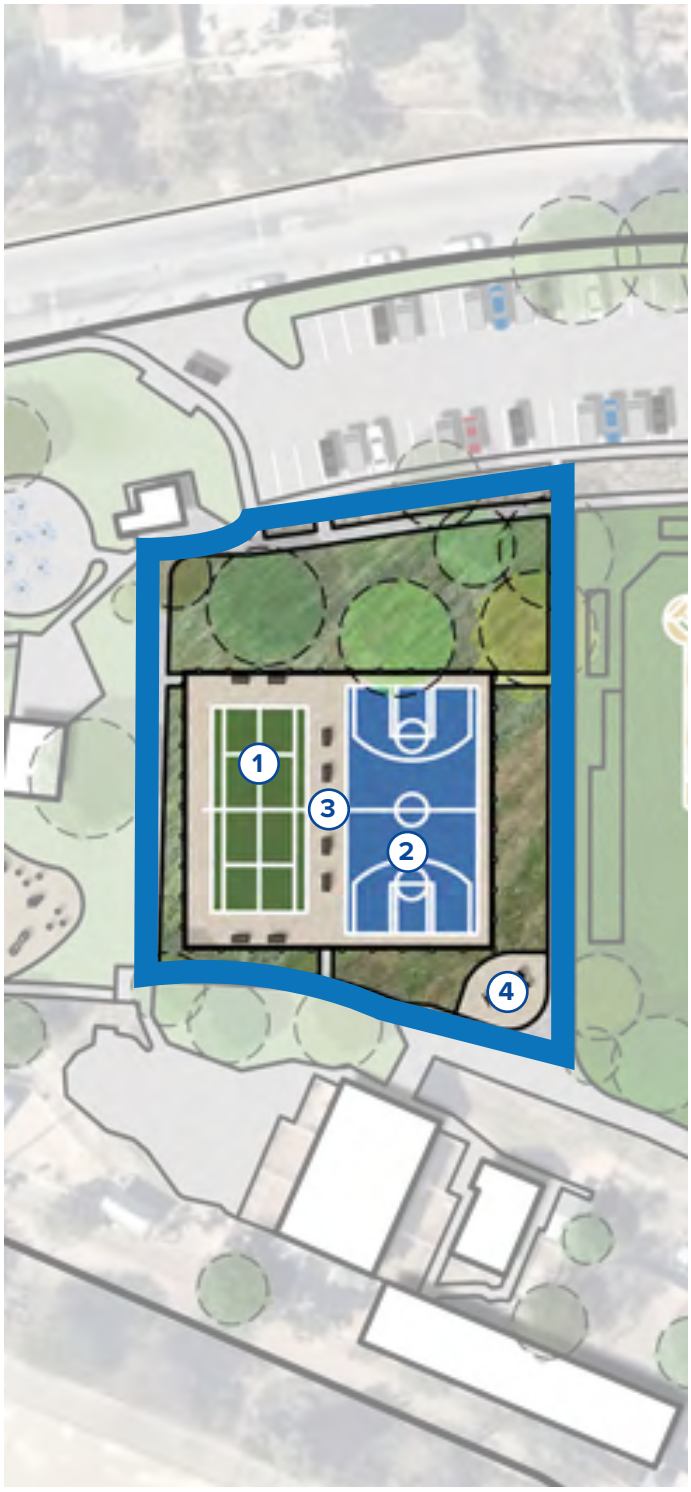
Total Cost of Area A: $5,470,600 - $6,382,300

Area B: Basketball and Tennis Courts

The basketball and tennis court area will include one dedicated basketball court and a tennis/pickleball facility for use year-round. The basketball facility will include regulation basketball courts with a regulation sized court. The tennis and pickleball facility will include a 10' perimeter fence for ball control. Both areas will include lighting and enhanced court play surfacing, cushioned surfacing at the tennis court and integral colored concrete at the basketball court. A central seating area pavilion will be placed between the facilities for spectator viewing and/or waiting. This area will also include a small fitness pad to be used in the overall park trail system.



Tennis court



IMPROVEMENT	DESCRIPTION
1	Tennis & Pickleball Court
2	Basketball Court
3	Spectator and Waiting Area
4	Fitness Node

Total Cost of Area B: $404,400 - $471,800

Area C: Inclusive Playgrounds & Splash Pad

The inclusive playgrounds and splash pad area is intended to include a community and regional class inclusive playground area. The intent of the playgrounds is to provide ample imaginative play area with inclusive features for the community. The playgrounds will include at a minimum one 2–5-year-old play structure and one 5–12-year-old play structure. The theming and design of the playground may be further refined during a community process but may include agrarian play elements that allude to the rich agricultural history of the City and area while also tying into the adjacent petting zoo. The splash pad will remain but may be updated with new equipment, play features, seating, and surfacing. The splash pad is intended to blend seamlessly into the playground and allow for use while the water is turned off. Furthermore, the area will be part of the overall thematic design of the playground area and serve as a primary entry to the playground area.



Inclusive playgrounds



IMPROVEMENT	DESCRIPTION
1	Existing Restroom
2	Enhanced Splashpad
3	Enhanced Seating/Picnic Areas
4	Inclusive Swing
5	2-5-Year-Old & 5-2-Year-Old Play Structure/s
6	Climbing Structure
7	Agrarian Themed & Inclusive Play Area (Rockers, Climbers, Balance Beams, Etc.)

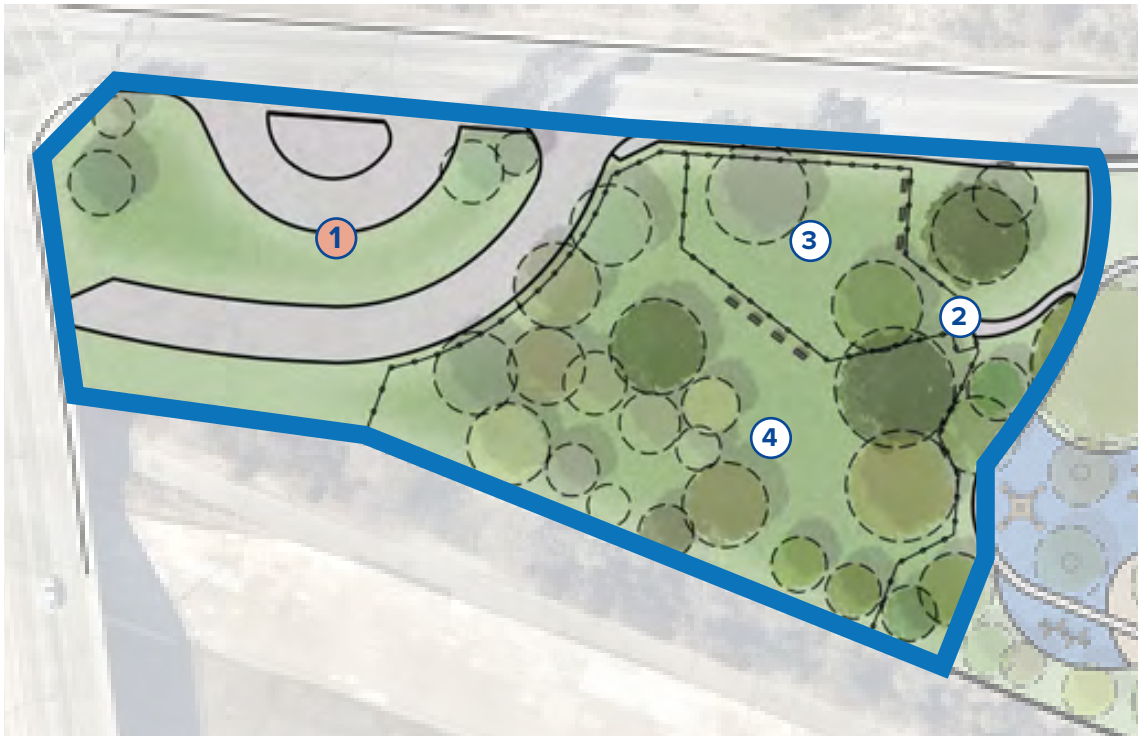
Total Cost of Area C: $958,200 - $1,117,900

Area D: Dog Park

The dog park area is located on the south end of the park making use of an underutilized corner of the site. The park will include an off-leash area for small dogs and large dogs. The area will include a separated entry area to allow for access control and a waiting area to get the dog off leash. The area will include various seating benches, dog waste stations, and dog play furnishings such as large fire hydrants, jumping hoops, and other fun play equipment.



Dog park



IMPROVEMENT	DESCRIPTION
1	Existing Maintenance Road & Bus Stop
2	Dog Park Entrance / Vestibule
3	Small Dog Off-Leash Park Area
4	Large Dog Off-Leash Park Area

Total Cost of Area D: $137,200 - $160,100

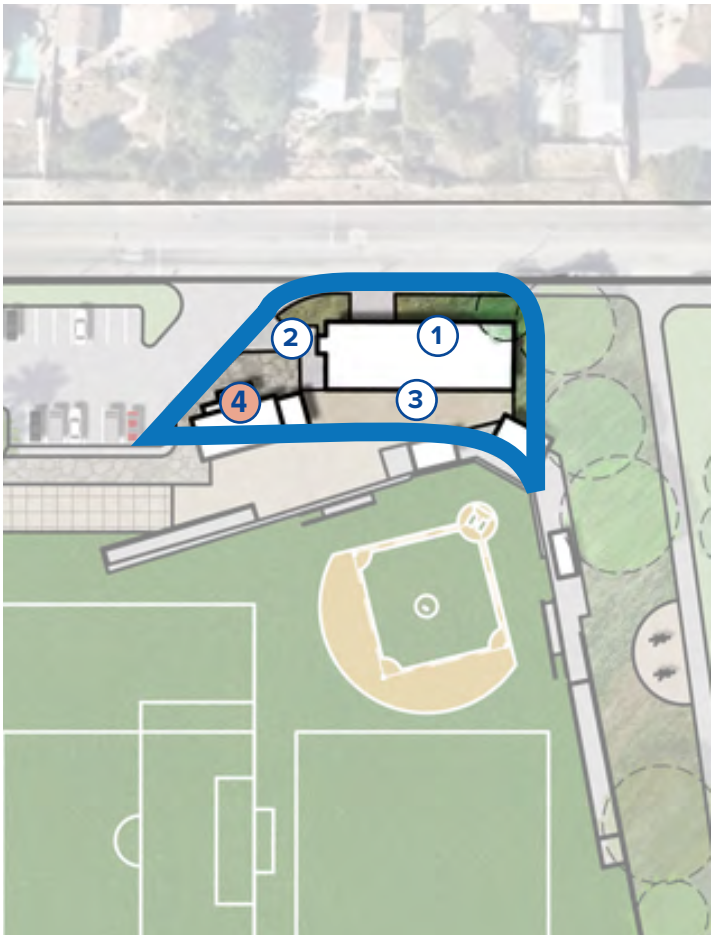
Area E: Community Center

The new community center will feature a gathering space and main entry building that allows central activities to occur at the park. The building may include an open floorplan to allow for flexible use. The façade of the building that's facing Rea Drive will have ample glazing and architectural character that's fitting within the community and expressive of the community's desired look. The building may include a staff office along with a concession stand. The area will include new planting, ADA improvements, and an open patio for indoor/outdoor event space.



New community center

IMPROVEMENT	DESCRIPTION
1	New Community Building
2	Building Entrance & Drop-off Area
3	Indoor/Outdoor Plaza Area
4	Existing Utility Building



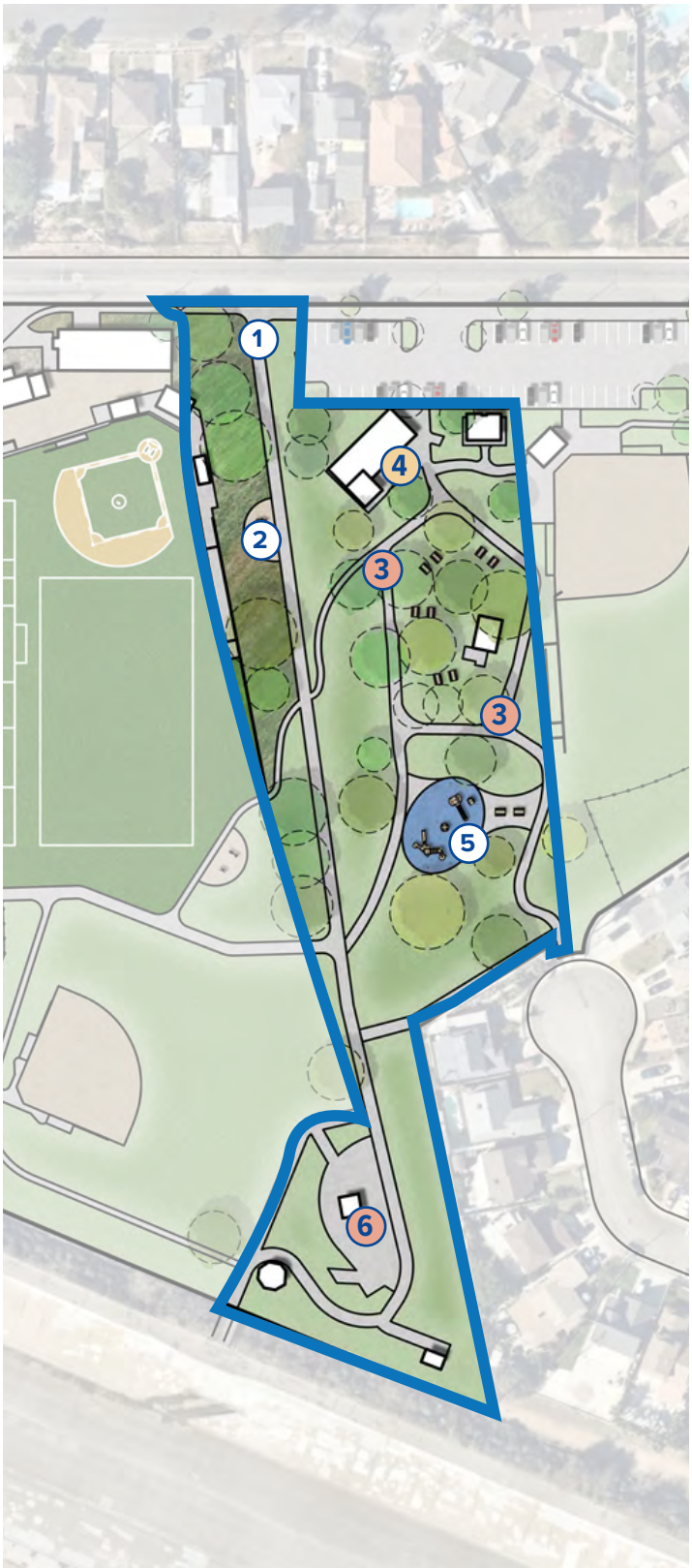
Total Cost of Area E: $1,632,600 - $1,904,700

Area F: Central Promenade, Playground, and Trails

The central promenade area is the main spine of the park connecting the main entrance between the multi-use synthetic field (Area A) and the baseball/softball field (Area B) to the Rio Hondo River trail head. This area is intended to receive new paving treatments and upgrades to bring it to the latest ADA standards. This are will also receive new planting and irrigation enhancements. The surface paving treatment will include enhanced paving and art elements casted into the concrete. To provide play space on the northern portion of the park and the community that is adjacent to the park to the northeast, a new playground will be placed in an open area within the shaded trees and trails. The playground will include a 2–5-year-old play structure and a 5–12-year-old play structure. The trails will include site furnishings such as benches, trash receptacles, and drinking fountains located in an orderly fashion. The existing restroom facility at the entry of the park will receive various upgrades to bring it up to standards.



Entry plaza example



IMPROVEMENT	DESCRIPTION
1	Promenade Main Entrance
2	Fitness Node
3	Existing Trails
4	Enhanced Restroom Area
5	New 2-5-Year-Old & 5-12-Year-Old Play Structures
6	Existing Trail Head Area with Minor Enhancements

Total Cost of Area F: $348,000 - $487,200

Area G: Baseball/Softball Field

The baseball / softball field on the northern portion of the site will remain; however, improvements to the existing infill, dugouts, backstop, and field turf shall be made. Further improvements may include features to allow the field to be used for baseball use.



Turf baseball field



IMPROVEMENT	DESCRIPTION
1	Enhanced Ball Field
2	Enhanced Bullpin Area
3	Potential Material Storage Area
4	Enhanced Planting Area

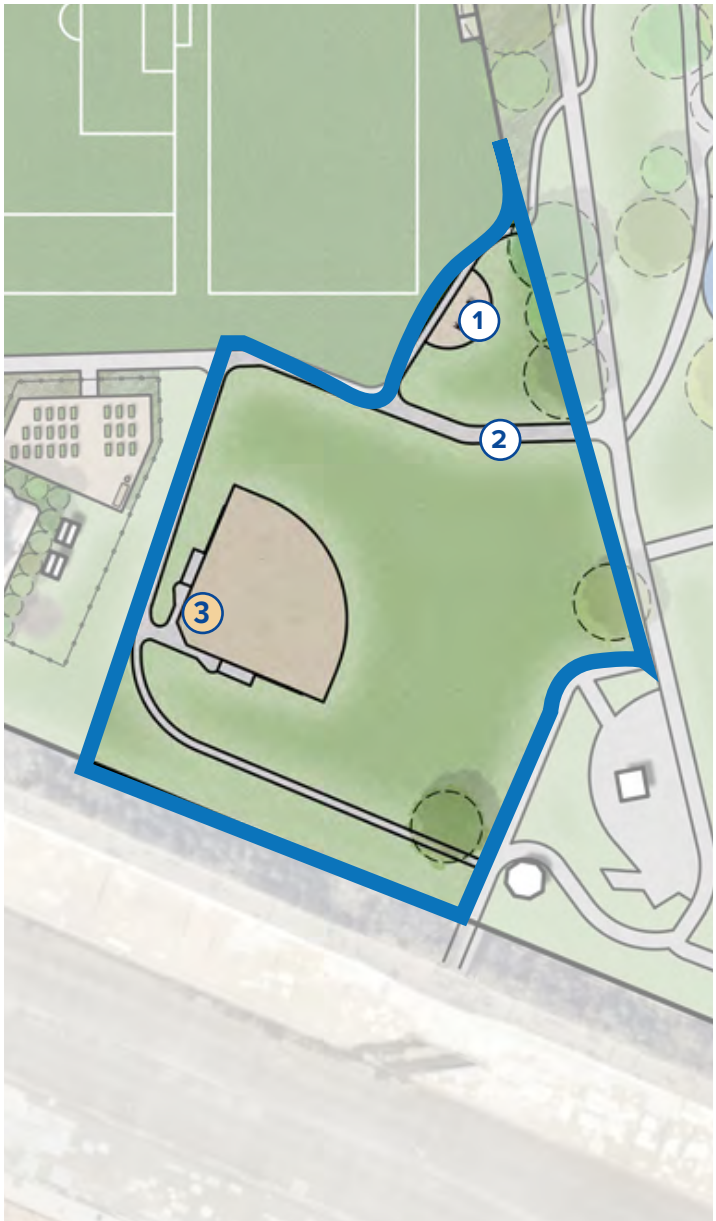
Total Cost of Area G: $150,000 - $175,000

Area H: Youth Softball Field and Retention Basin

The youth softball field on the eastern edge of the park shall remain in place but general improvements to the infill, dugouts, backstop, and field turf shall be made.



Fitness node



IMPROVEMENT	DESCRIPTION
1	Fitness Node
2	12’ Wide Pathway
3	Enhanced Ballfield

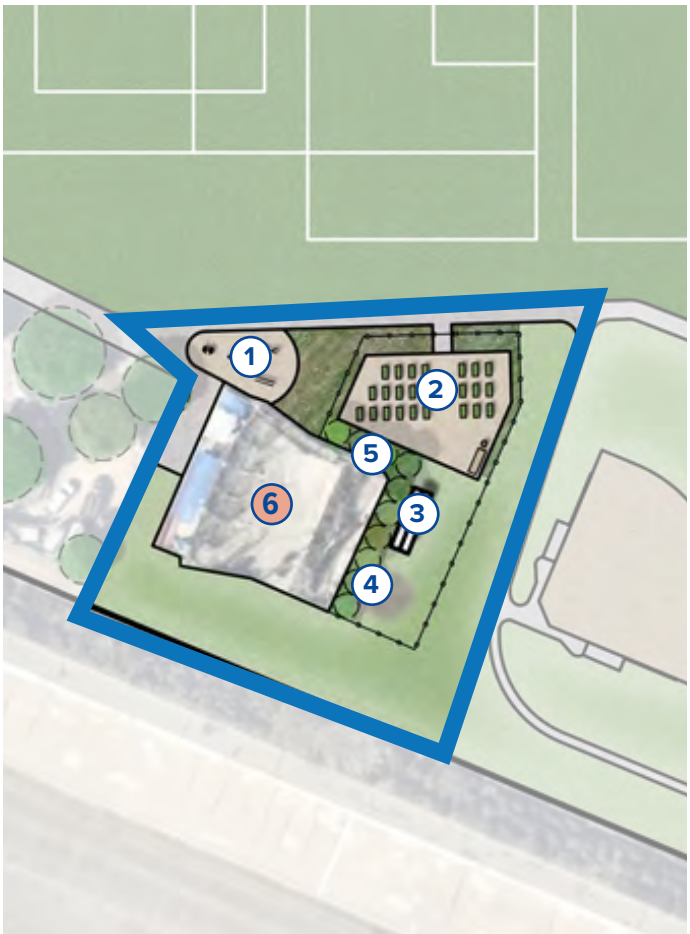
Total Cost of Area H: $124,400 - $145,200

Area I: Batting Cages and Community Garden

The existing batting cage area shall accommodate the current lease agreement for the batting cages; however, further community assessment and amenity deficits indicate that a community garden may be desired to help provide educational elements to the community and provide an area for agricultural heritage to be celebrated and knowledge to be passed on. As such, a community garden including various raised garden beds is proposed. The area may include a perimeter fence made of hog wire with decorative wood framing and posts. The area also includes two storage buildings along with a material storage area.



Community garden



IMPROVEMENT	DESCRIPTION
1	Fitness Node
2	Community Garden
3	Tool / Material Storage Shelters
4	Soil Material Storage Area
5	Buffer Planting
6	Existing Batting Cages

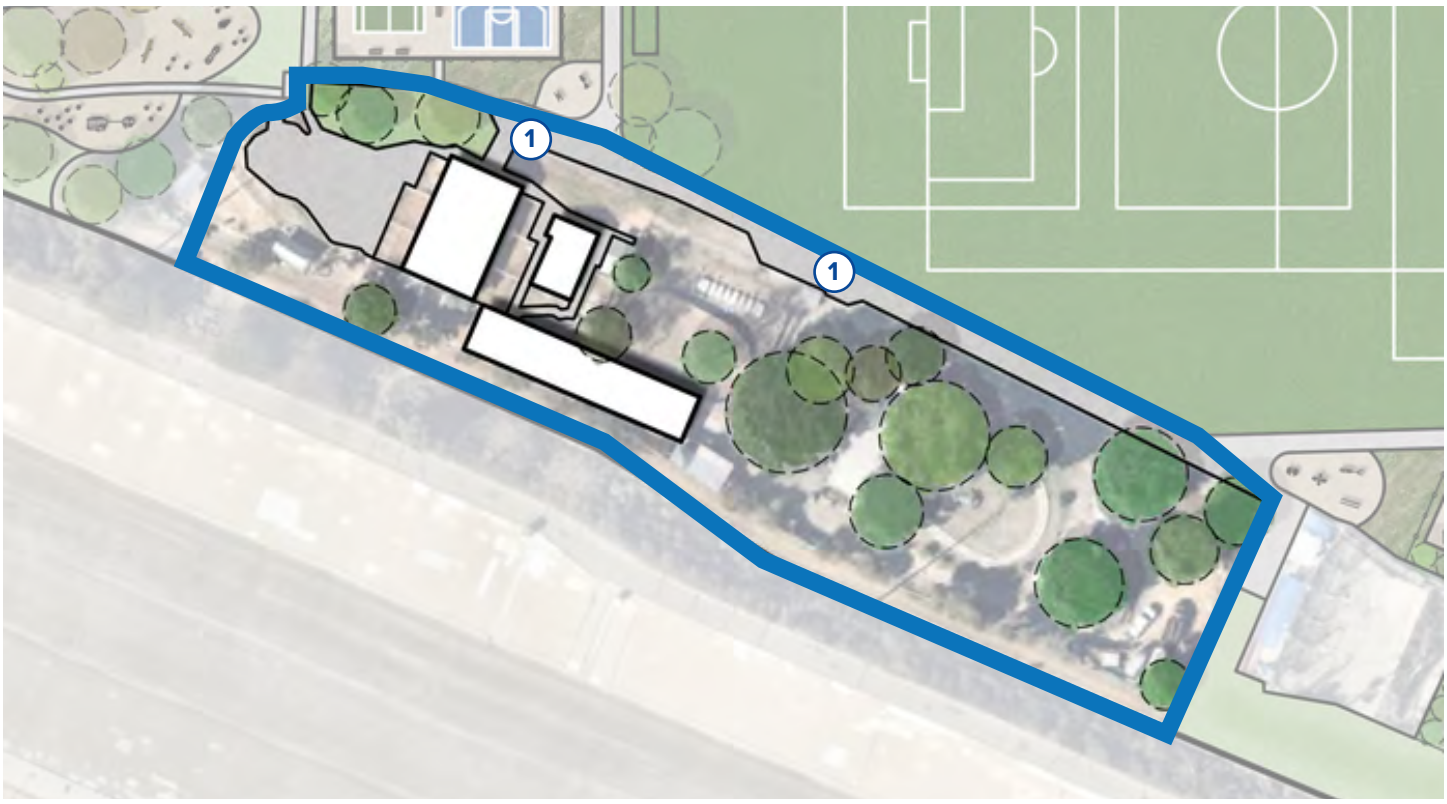
Total Cost of Area I: $148,300 - $173,000

Area J: Existing Petting Zoo

The existing petting zoo is planned to remain in place but general improvements to the entrance and art elements may be added to enhance the general appearance at the entrance and celebrate the unique site feature.



Existing petting zoo



IMPROVEMENT	DESCRIPTION
1	Enhanced Paving, Art, & Signage

Total Cost of Area J: $36,000 - $42,000

Area P: Parking Lot Areas

The parking lot areas shall include resurfacing and re-striping. The tree standards shall be accessed and supplemented with additional trees where gaps in tree coverage may occur to allow for sustainable site shading over the asphalt material. If feasible, a solar PV system may be included to provide additional power. EV, ADA, and bike storage/parking shall be included to meet the latest code requirements.



PV parking



IMPROVEMENT	DESCRIPTION
1	New Slury Seal and Striping in Parking Lot
2	Bioswale Area

Total Cost of Area P: $111,600 - $125,000

Area R: Remaining Park Areas and Infrastructure

The remaining park areas shall receive general improvements to planting, lawn, irrigation, furnishings, and lighting. Site infrastructure shall be accessed for life cycle replacement needs. If deemed necessary, water, sewer, and electrical infrastructure shall be upgraded while site construction occurs. A weather based irrigation system will be included per the latest State requirements.

Total Cost of Area R: $164,400 - $191,800



Park plaza example

Montebello City Park Specific Plan

-Context maps

-Site plan and overall costs

-Recreational amenity areas



March, 2021

Montebello City Park Overall Design Narrative

The improvements at Montebello City Park (City Park) are focused on the southern end of the park where there are various aged facilities that have been scattered onto the site, resulting in a lack of harmony and overall design and placement. The design intent is to relieve this area of the various fenced features while making way for a multi-use field to help increase the level of service of the park and to add a rectangular field for the community which were found to be critically needed from the park master plan needs assessment. Throughout the park, crime prevention through environmental design (CPTED) principles will be implemented and site lighting standards, furnishings, and equipment will be updated and enhanced. All existing trees will be inventoried, and an arborist report shall be completed prior to further design efforts to assess tree health and determine where heritage or significant trees shall be protected. The site features proposed will be in conformance with the existing site use and should allow for a mitigated negative declaration (MND) or negative declaration (ND) CEQA determination; however, further CEQA determination should be made following additional schematic design efforts. The design represents a 10% schematic level of design effort for planning purposes. Further design and engineering studies shall be done to further understand site constraints, the feasibility of proposed design features, and to better understand costs.



Senior Center at Montebello City Park



George Hansel Aquatic Center at Montebello City Park

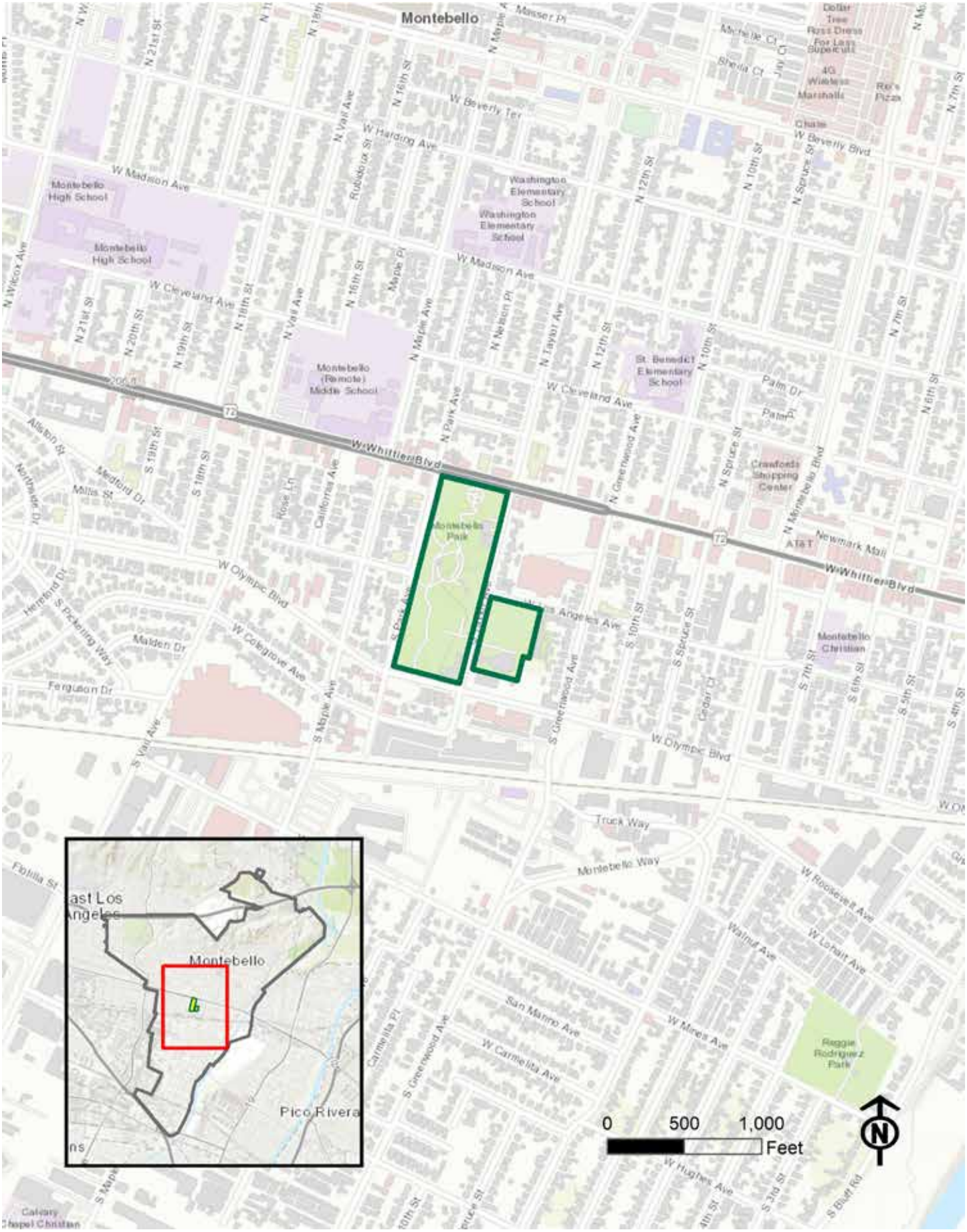


Amphitheater at Montebello City Park



Montebello Veterans Memorial at Montebello City Park

Montebello City Park Context Map



South Park Avenue

W Olympic Blvd

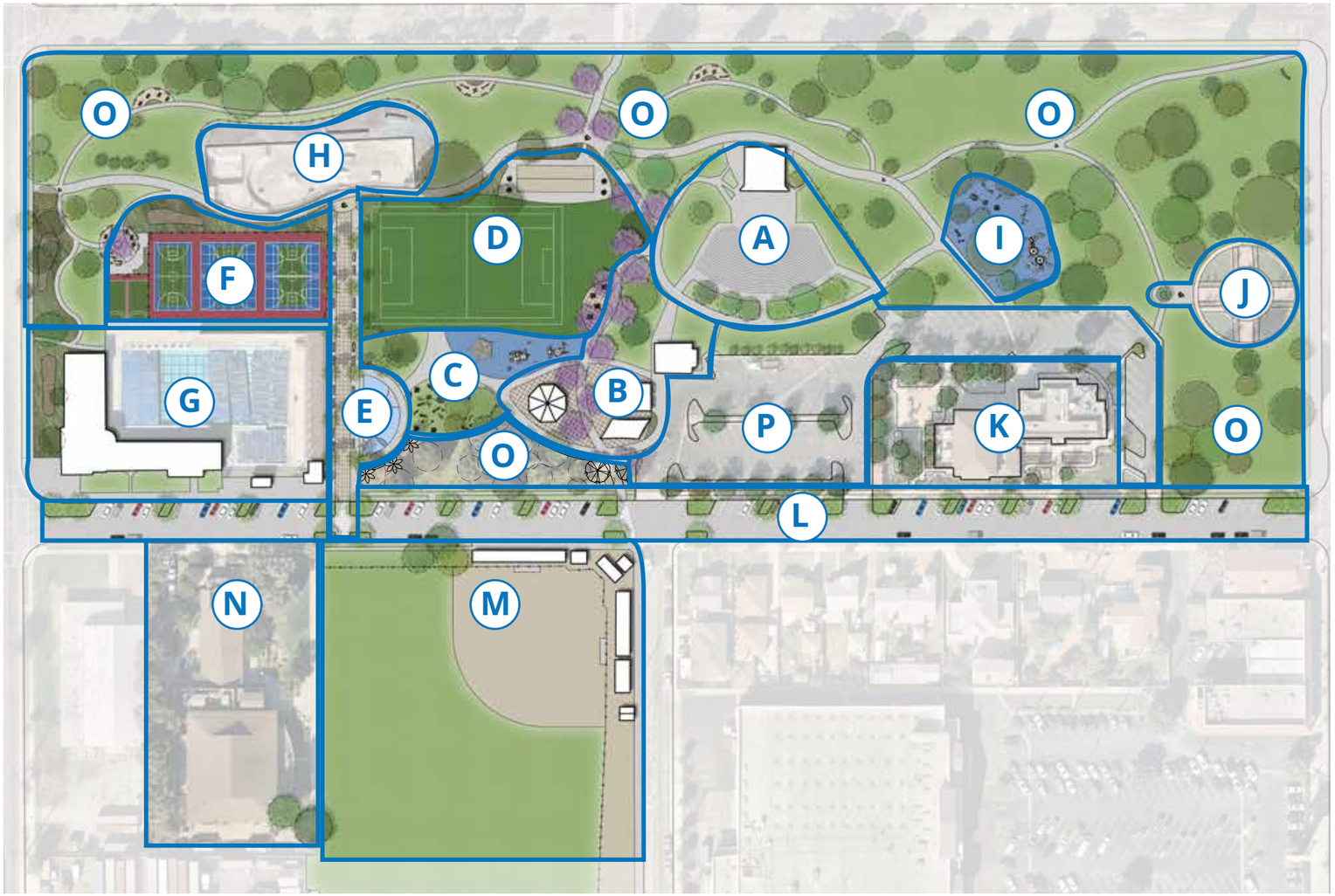
W Whittier Blvd

Taylor Street

feet

1”=60’ @ 22” x 34”
1”=120’ @ 11” x 17”

Below are descriptions of the park per the above park areas:



To help organize the improvements, the site has been subdivided by major recreation features. This includes the following areas:

IMPROVEMENT	DESCRIPTION	COST ESTIMATE
A	Amphitheater	$186,800 - $217,900
B	Family Event Area, Restroom & Scout Building	$787,900 - $919,200
C	Adventure Playgrounds	$632,600 - $738,000
D	Rectangular Multi-use Field and Bocce Ball Courts	$567,200 - $661,800
E	Central Promenade and Splash Pad	$470,100 - $548,500
F	Fitness Pad & Sports Courts	$175,800 - $205,100
G	George Hensel Aquatic Center	$41,000 - $47,800
H	Skatepark	$811,200 - $946,400
I	Passive Playgrounds	$69,600 - $81,200
J	Veterans Memorial	$24,900 - $29,100
K	Alex E Esquivel Complex & Senior Center	$193,200 - $225,300
L	Taylor Street	$221,500 - $258,400
M	Baseball Field	$95,200 - $111,000
N	Catherine Hensel Youth Center	$120,000 - $140,000
O	Open Lawn, Walking Trails, and Passive Areas	$1,743,500 - $2,034,100
P	Parking Lots	$64,700 - $75,500
R	Remaining Park Areas and Infrastructure	$164,400 - $191,800

Montebello City Park

Total Project Cost: $6,943,300 - $8,066,000

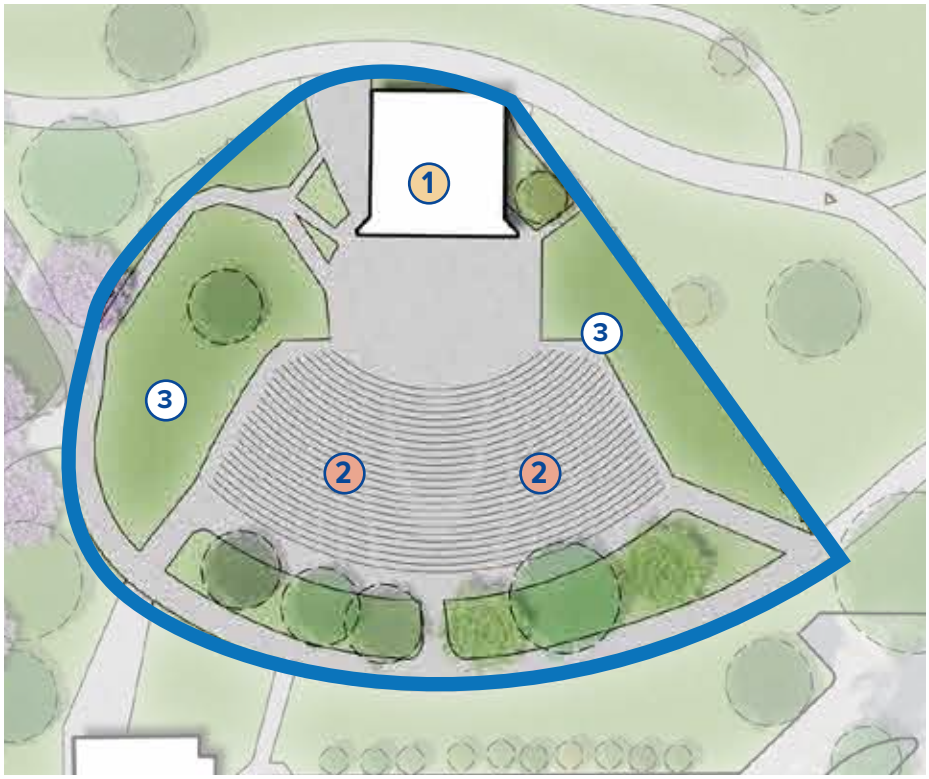
Area A: Amphitheater

The park amphitheater is located at the center of the park and is an active element that promotes community socialization by providing an area for live performances, concerts, and other events. The improvements that are suggested in this area are removal and replacement of the existing flatwork in this area to bring it to current ADA standards along with improvements at the stage and other general maintenance upgrades per the BV reports. Additional site furnishing may include new event lighting, additional benches, trash receptacles, and security/CPTED elements.

LEGEND	DESCRIPTION
#	New Facility
#	Existing Facility
#	Enhanced Facility



Montebello amphitheater



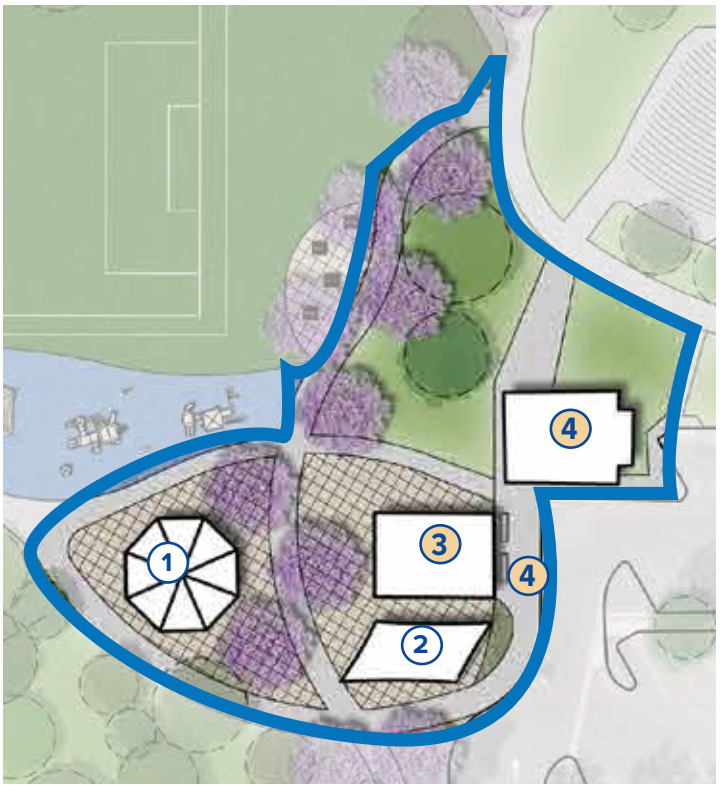
IMPROVEMENT	DESCRIPTION
1	Enhanced Stage
2	Seating Area
3	Planting Areas with Cultural Art

Total Cost of Area A: $186,800 - $217,900

Area B: Family Event Area, Restroom & Scout Building

The family event area is located near the central axis of the park and it is adjacent to the new adventure playground area and multi-purpose lawn. The area is central to the park and serves as the main gathering area, allowing for large events to occur but also for the space to be utilized in a series of smaller gatherings. The area includes one large gathering area (located on the south end of the space), one medium sized area (located just east of the scout building), and one medium/small area (located north of the multi-use field). The large gathering area will include a large structural shade pavilion. The shade pavilion may include enhanced pilasters and treatments. The medium sized area that is located nearest to the scout building will include tensile shade over the area. This will help shade the area but also will serve as a sculptural entry element as you enter the main parking lot. Each area will include picnic tables and trash receptacles. The paving will be enhanced with integral color, finishes, and paving patterns.

The existing restrooms shall be enhanced to include new fixtures and treatments throughout. The existing scout building shall be enhanced and various repairs to the structure, flooring and roofing systems and other major repairs shall be done. The building shall include historic signage and elements to celebrate the unique structure and history.





Group picnic area

IMPROVEMENT	DESCRIPTION
1	Large Seating Pavilion
2	Tensile Shade Shelter
3	Enhanced Scout Building
4	Enhanced Restroom Building

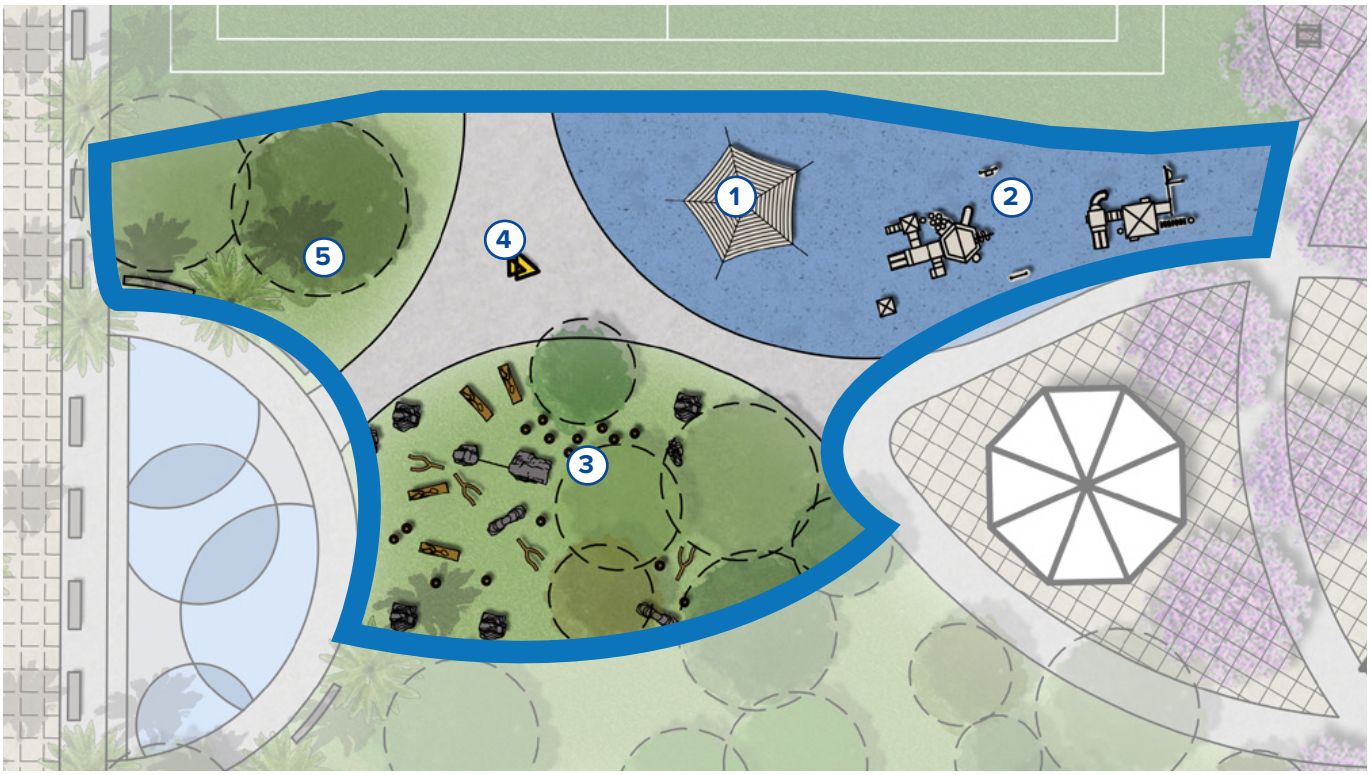
Total Cost of Area B: $787,900 - $919,200

Area C: Adventure Playgrounds

The adventure playground area is a themed playground that includes various adventure play elements including a large spiracle rope climbing feature. The adventure playgrounds will include a 2–5-year-old play structure and a 5–12-year-old play structure that also have various themed playing features. This area will allow kids to play while being supervised by family members or mentors who may be participating in an event at the seating areas or the rectangular multi-use field area. The adventure playground also features a large adventure obstacle course with various themed climbers, balance bars, and inclusive play swings and other features. The area will have the required resilient surfacing and will include various sit benches and furnishings.



Adventure playground area



IMPROVEMENT	DESCRIPTION
1	Climbing Structure
2	2-5-Year-Old & 5-12-Year-Old Playground Structures
3	Adventure Play Area

IMPROVEMENT	DESCRIPTION
4	Art Area
5	Open Lawn Area

Total Cost of Area C: $632,600 - $738,000

Area D: Rectangular Multi-Use Field and Bocce Ball Courts

The rectangular multi-use field and bocce ball court area will include a medium sized field (130' x 250') that can accommodate a U14 sized soccer field or multiple U8 or U10 fields. The field shall be natural turf and will include various small open lawn areas which may be used for passive recreation (i.e., picnicking, reading a book, etc.). The open lawn also provides a large informal active recreational area for the community which may be used for informal activities such as throwing a frisbee, a football, or simply a small pickup soccer game. The bocce ball courts will be enhanced, and the area will be revitalized to allow for use of the courts. The area will include a small paved or DG area that surrounds the courts for spectator viewing or seating. Further community vetting shall determine the desire of the bocce ball courts. If the community decides this facility is not desired, then the open lawn area may expand into this area or another amenity may be placed the instead.



Multi-use field



IMPROVEMENT	DESCRIPTION
1	Multi-Use Open Lawn
2	Seating / Picnic Area
3	Enhanced Bocceball Court
4	Chess / Checkers Game Tables

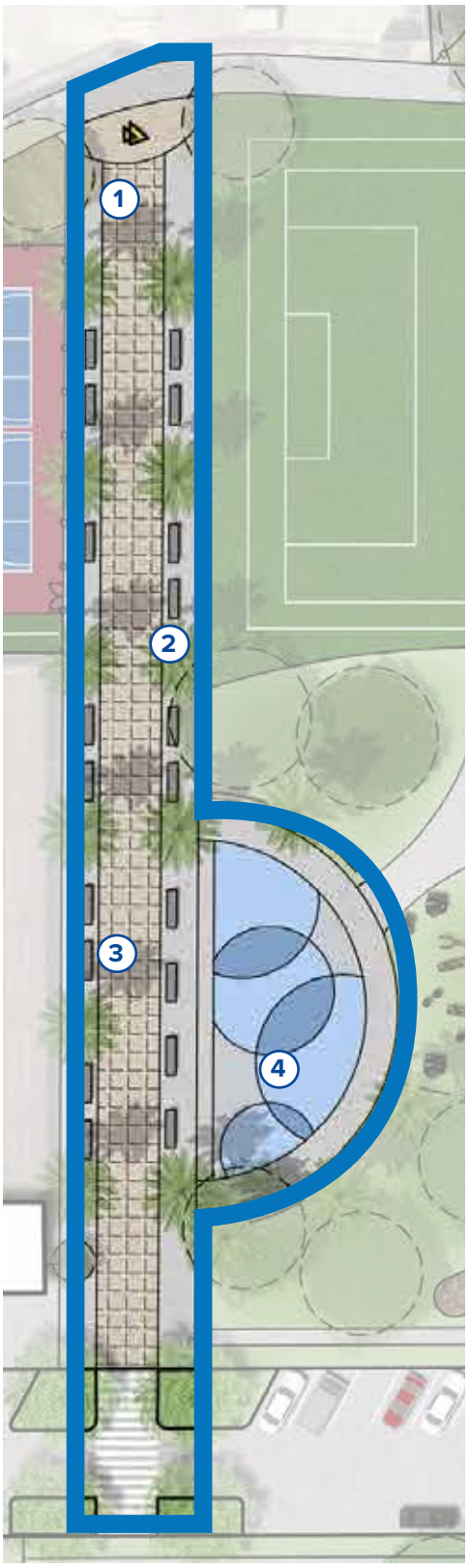
Total Cost of Area D: $567,200 - $661,800

Area E: Central Promenade and Splash Pad

The central promenade and splash pad make use of the central paved area that is currently partially running through this area. As this is anchored by various facilities including the George Hensel Aquatic Center, the linear geometry that is in place may be further celebrated by a series of palm or shade trees. The area will include benches that are placed on either side of the path allowing for leisure sitting and passive use. The paving may include thematic art or symbology that is unique for this promenade. At the terminus of the promenade (near the existing skatepark) an art feature may be placed to further punctuate the walkway and provide a visual feature. On the other end of the promenade (eastern side) the promenade shall cross Taylor Street and include a pedestrian actuated crossing feature such as a RRFB sign for safe pedestrian crossing. The area also includes a splash plaza which may have spray jets that are turned on seasonally for use by the community. The splash plaza may be able to make use of the pool infrastructure while allowing for a feature that is separate to the pool and which may be utilized by children playing in the adventure playground area.



Splash pad



IMPROVEMENT	DESCRIPTION
1	Art Node
2	Seating Area
3	Main Promenade Walk
4	Splash Pad / Plaza

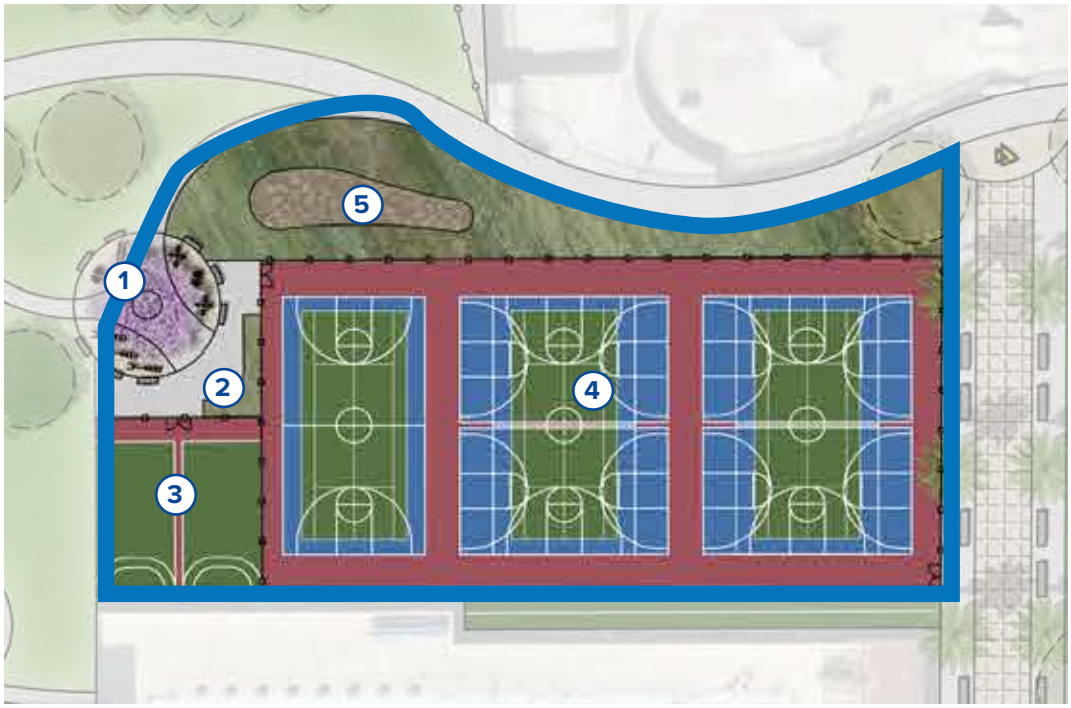
Total Cost of Area E: $470,100 - $548,500

Area F: Fitness Pad & Sports Courts

The fitness pad and sports courts area are located on the western edge of the George Hensel Aquatic Center. This area consolidates the various court uses throughout the park into one central court area. The courts will include multi-sport line striping which may include futsal, tennis, volleyball, basketball and pickleball. The area may also accommodate a sprinting track which may also be utilized for programmed fitness classes such as CrossFit or for informal workouts. The area will include two handball courts to the south of the multi-sport facility. These courts make use of the wall from the aquatic center to not prohibit views into the park. At the southwest entry to the sports courts area there is a fitness pad which may include various outdoor fitness stations. This area also allows for warm up prior to entering the sports courts. A planting area is arranged at the visual entrance of the sports courts area which may feature a donor wall for potential donor support of this facility.



Multi-court sports court



IMPROVEMENT	DESCRIPTION
1	Large Fitness Area with Workout Stations, Central Seating, and an Accent Shade Tree
2	Accent Planting Area with Donor Wall
3	Handball Courts

IMPROVEMENT	DESCRIPTION
4	Multi-Sport Courts (Basketball, Volleyball, Tennis, Pickleball, Futsal)
5	Bio-Retention Area

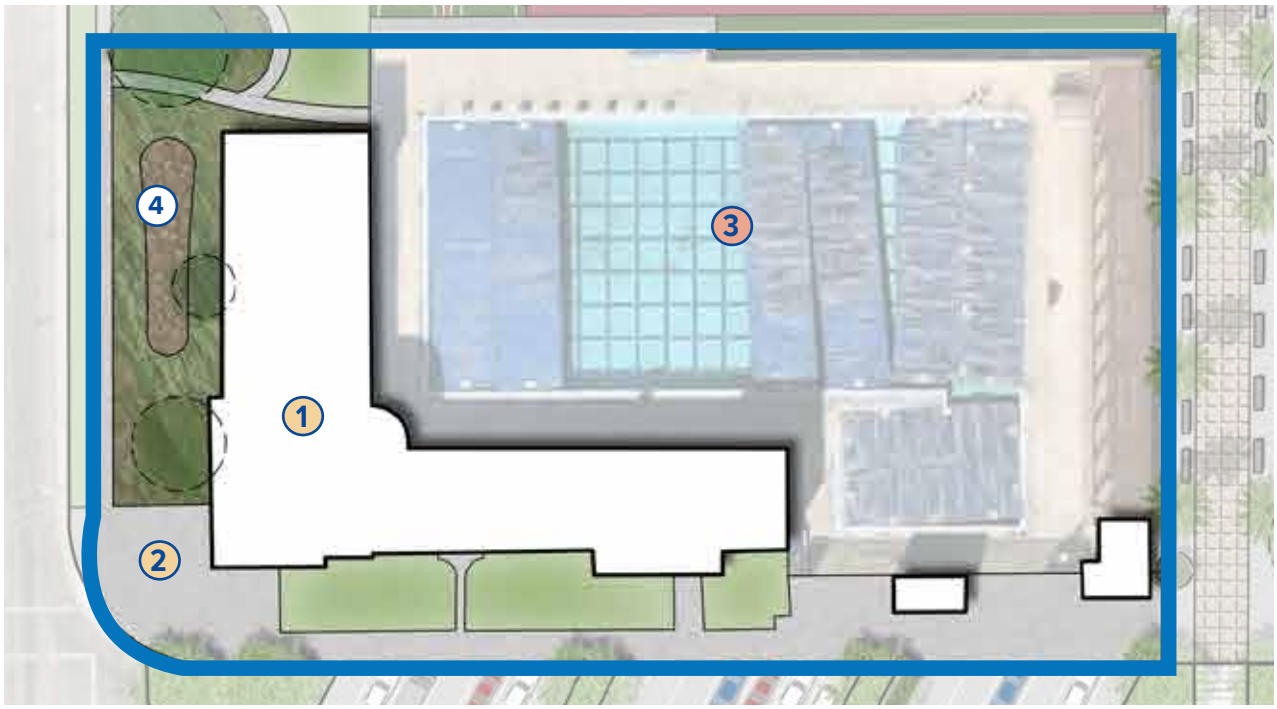
Total Cost of Area F: $175,800 - $205,100

Area G: George Hensel Aquatic Center

The George Hensel Aquatic Center will remain in it is current location however, facility upgrades and improvements will occur to bring it up to the latest ADA standards and fix any failing equipment or building elements. The surrounding landscape shall be enhanced with water-wise planting and the pool system shall be accessed to fix or upgrade any equipment as needed. Additional signage and art may be included at the building entrance to help further create a sense of place.



George Hansel Aquatic Center pool



IMPROVEMENT	DESCRIPTION
1	Enhanced George Hensel Building
2	Enhanced Entry Plaza
3	Existing Swimming Pool
4	Bio-Retention Area

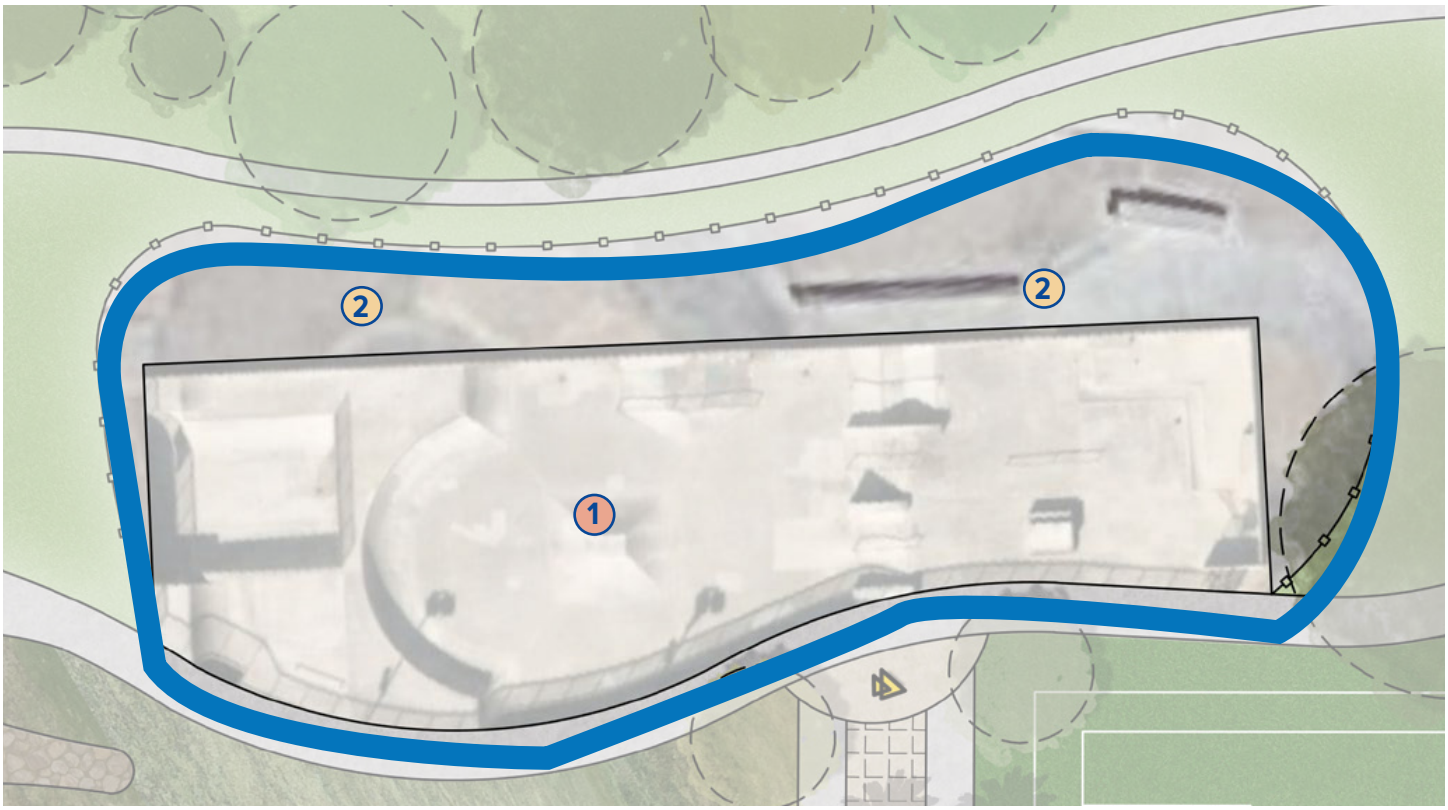
Total Cost of Area G: $41,000 - $47,800

Area H: Skatepark

The skatepark area will remain in its current location however, the area may expand to the west to provide additional skatepark terrain. The area should be further studied by a skatepark designer with the emphasis of integrating it into the existing facility. A beginner's skate area should be considered along with an enhanced viewing/spectator area.



Existing skatepark



IMPROVEMENT	DESCRIPTION
1	Existing Skatepark
2	Expanded Skatepark Area

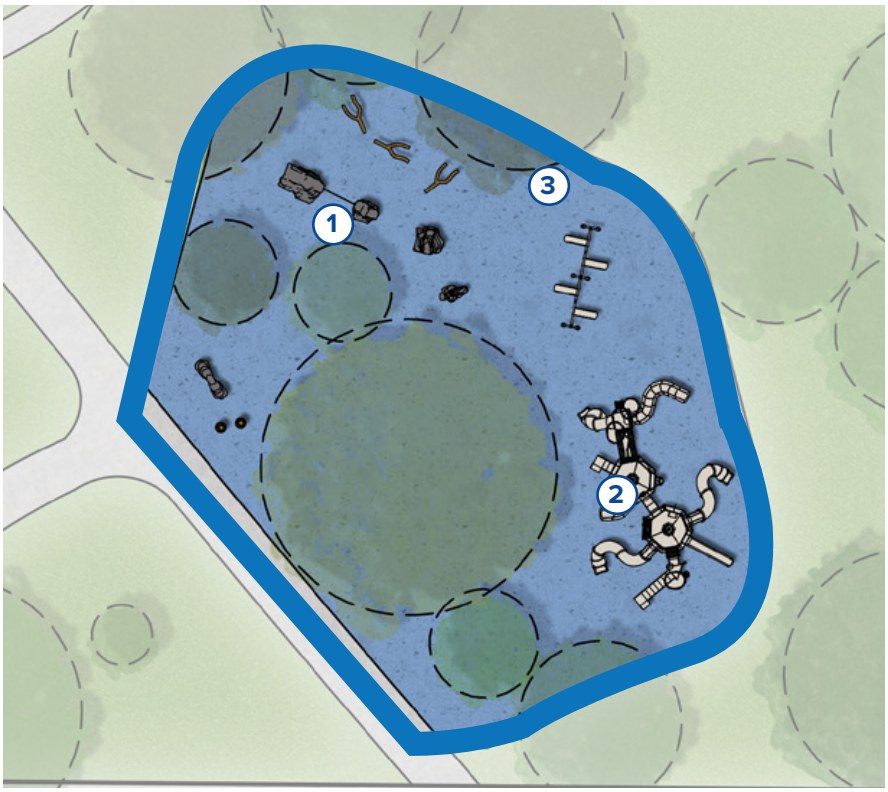
Total Cost of Area H: $811,200 - $946,400

Area I: Passive Playgrounds

The cultural heritage playgrounds shall feature thematic play equipment that pays homage to the City's history as well as the culture of Montebello. The playgrounds may include thematic elements that are included in interpretive signage but also are playfully integrated into the play features. Historic imagery shall be used along with historic elements. The playgrounds will include a 2–5-year-old play structure and a 5–12-year-old play structure. The area will have the required resilient surfacing and will include various sit benches and furnishings.



Inclusive playground example



IMPROVEMENT	DESCRIPTION
1	2-5-Year-Old Playground Structure
2	5-12-Year-Old Playground Structure
3	Music Play Equipment

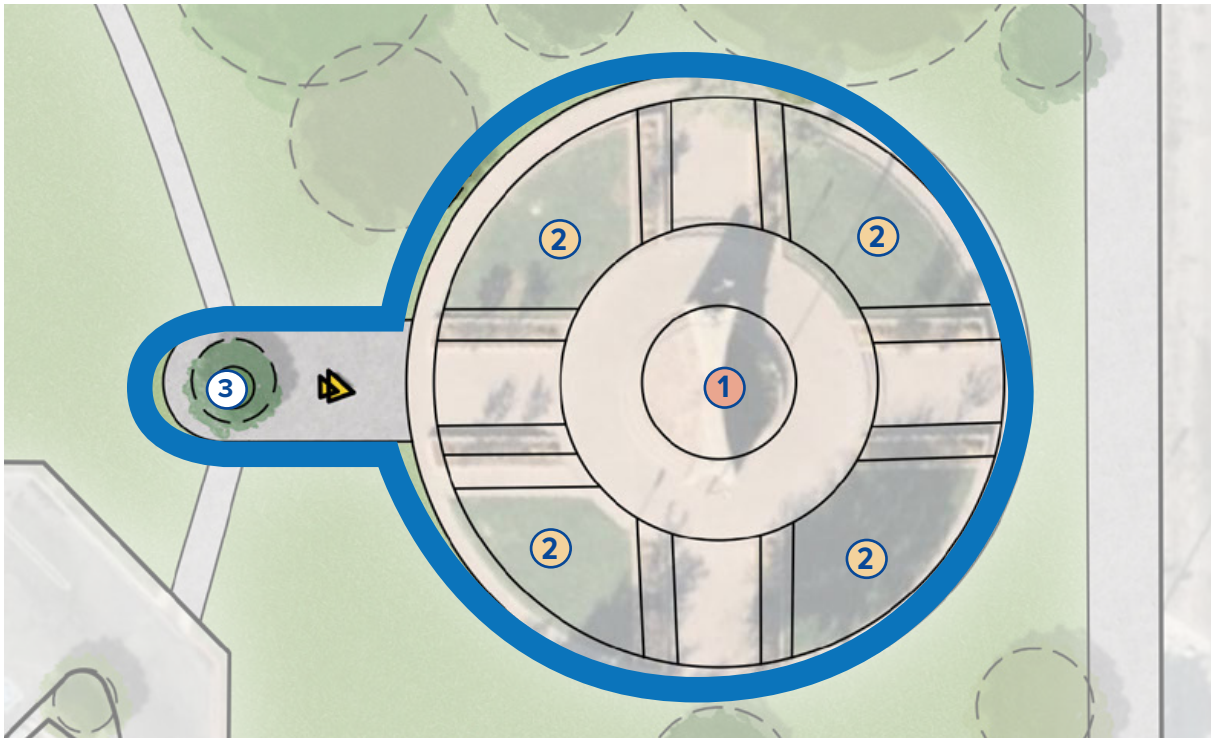
Total Cost of Area I: $69,600 - $81,200

Area J: Veterans Memorial

The veteran's memorial will remain in its current location. The area shall receive general upgrades to the various features and will be accessed for ADA accessibility. Planting and irrigation upgrades should be included.



Existing veterans memorial



IMPROVEMENT	DESCRIPTION
1	Existing Memorial
2	Enhanced Planting Area - Flower Themed
3	Art Node

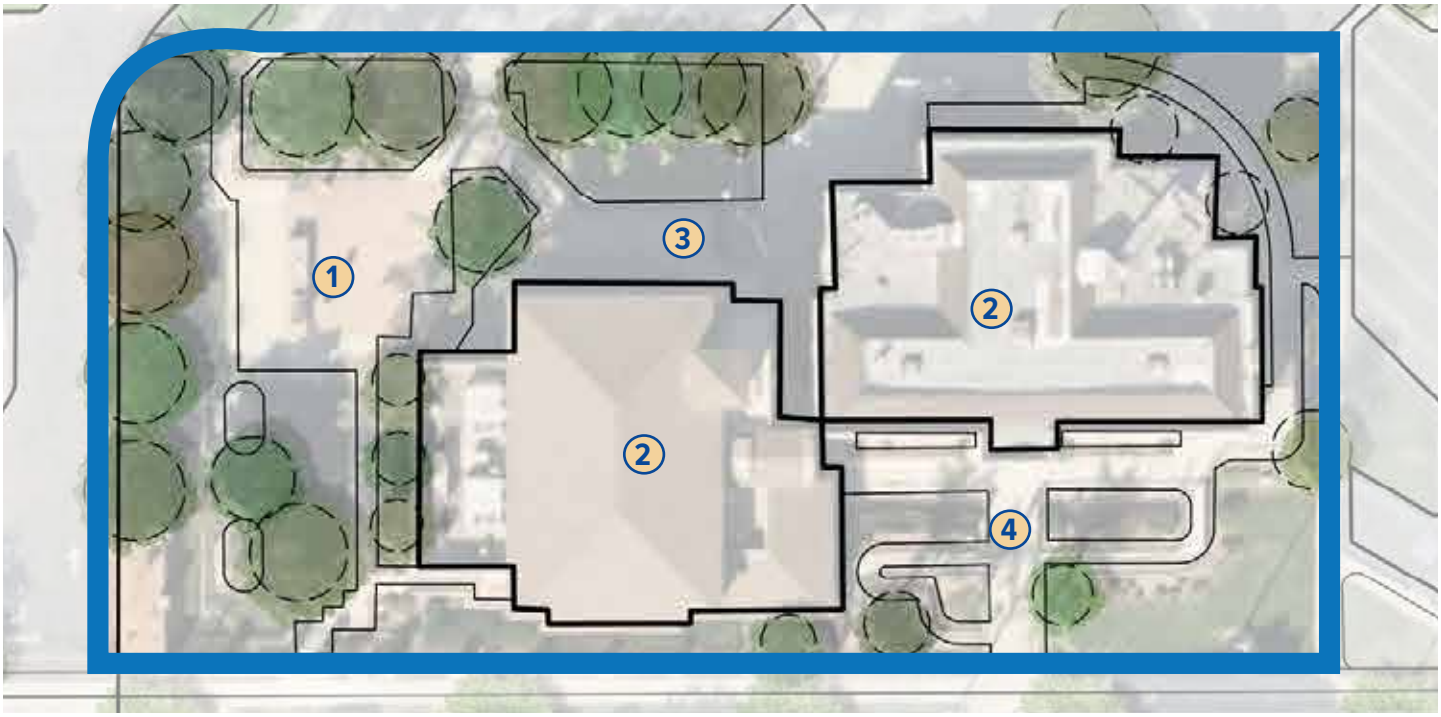
Total Cost of Area J: $24,900 - $29,100

Area K: Alex E Esquivel Complex & Senior Center

The Alex E Esquivel Complex and Senior Center will remain in its current location. The area shall receive general upgrades to the various features and will be accessed for ADA accessibility. Planting and irrigation upgrades should be included.



Event at the existing senior center



IMPROVEMENT	DESCRIPTION
1	Enhanced Courtyard
2	Enhanced Building
3	Enhanced Planting Area
4	Enhanced Entrance

Total Cost of Area K: $193,200 - $225,300

Area L: Taylor Street

Taylor Street will include rear angled parking along the western edge of the street. This will provide ample parking space while promoting a slower street travel speed. The street will be lined with trees and planting islands. There will be two crosswalks that connect the western part of the park to the ball field and Youth Center on the eastern side of Taylor Street.



Reverse diagonal parking

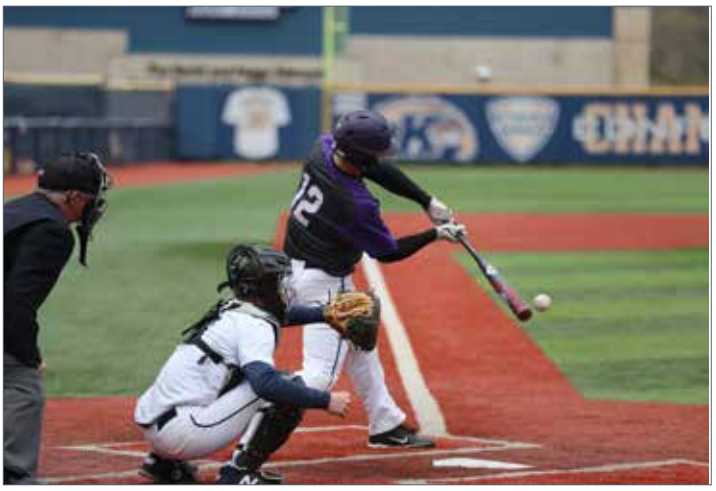


IMPROVEMENT	DESCRIPTION
1	Street Crossing (Pedestrian Actuated RRFB)
2	Safe Street Crossing
3	Reverse Diagonal Parking

Total Cost of Area L: $221,500 - $258,400

Area M: Baseball Field

The baseball field on the eastern portion of the site will remain; however, improvements to the existing infill, dugouts, backstop, and field turf shall be made.



Baseball field



IMPROVEMENT	DESCRIPTION
1	Enhanced Infield Area
2	Enhanced Lawn Area
3	Enhanced Plaza Area

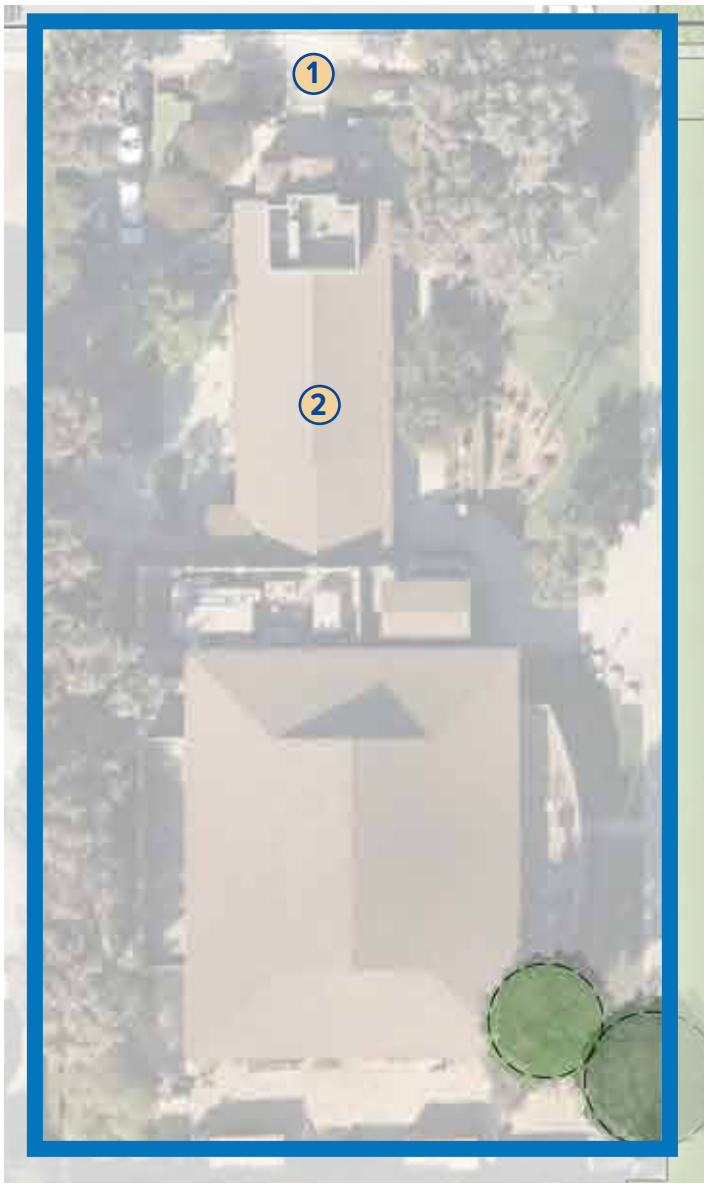
Total Cost of Area M: $95,200 - $111,000

Area N: Catherine Hensel Youth Center

The Catherine Hensel Youth Center will remain in its current location. The area shall receive general upgrades to the various features and will be accessed for ADA accessibility. Planting and irrigation upgrades should be included.



Sign in front of existing community center



IMPROVEMENT	DESCRIPTION
1	Enhanced Entrance
2	Enhanced Community Building

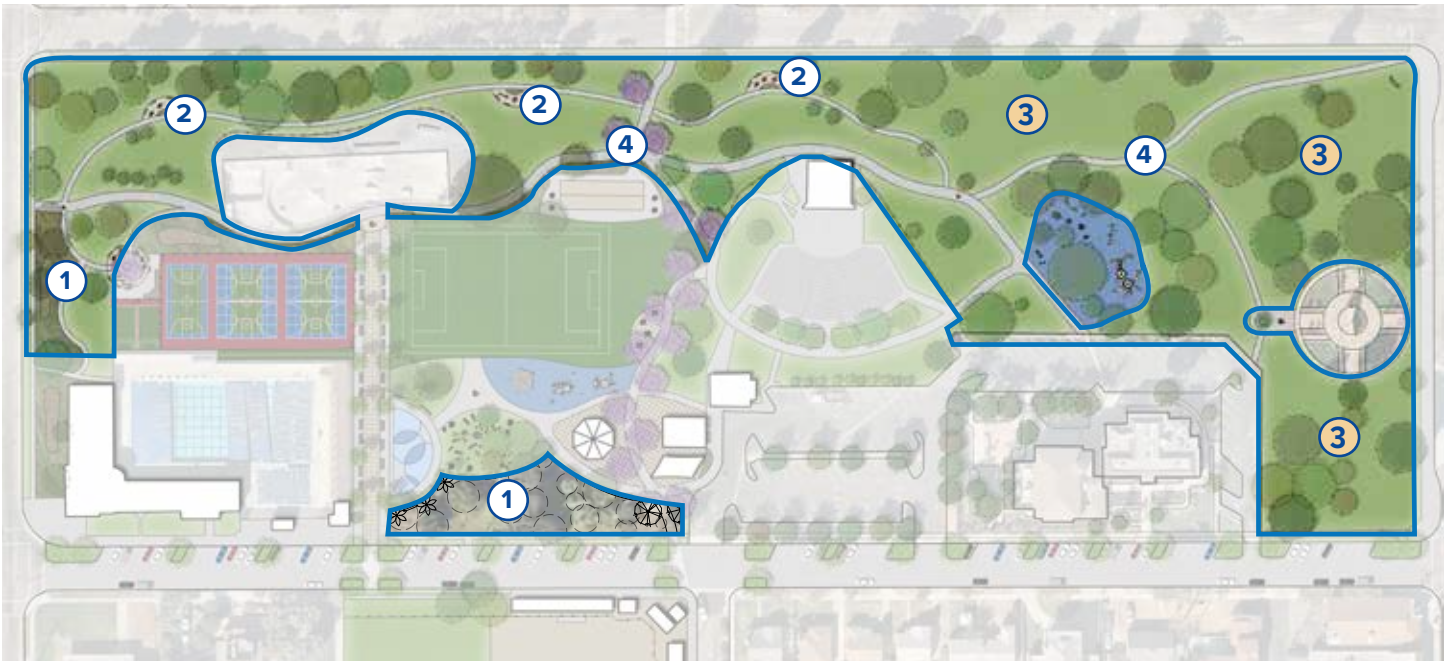
Total Cost of Area N: $120,000 - $140,000

Area O: Open Lawn, Walking Trails, and Passive Areas

The open lawn, walking trails, and passive areas shall be preserved but enhanced with turf treatments. In areas where bioretention may be needed some of the lawn may be removed and replaced with water-wise planting and bioretention rock mulch. The area will include a new permeable asphalt trail which will have small fitness stations. At various intersections art may be included to help with the overall placemaking of the park.



Passive fitness area example



IMPROVEMENT	DESCRIPTION
1	Bio-Retention & Waterwise Planting Area
2	Fitness Nodes
3	Enhanced Open Lawn Area

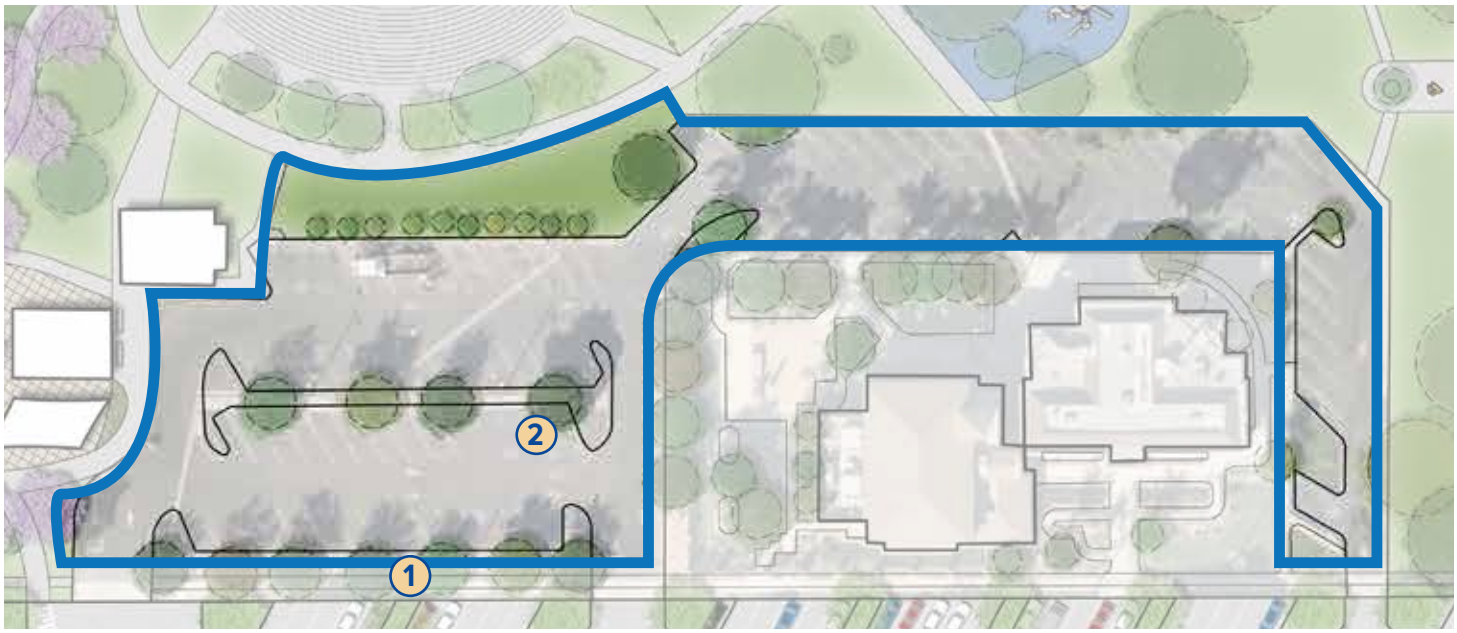
IMPROVEMENT	DESCRIPTION
4	Art Node / Opportunity

Total Cost of Area O: $1,743,500 - $2,034,100

Area P: Parking Lots

The parking lot areas shall include resurfacing and re-striping. The tree standards shall be accessed and supplemented with additional trees where gaps in tree coverage may occur to allow for sustainable site shading over the asphalt material. If feasible, a solar PV system may be included to provide additional power. EV, ADA, and bike storage/parking shall be included to meet the latest code requirements.

IMPROVEMENT	DESCRIPTION
1	Enhanced Parking Lot
2	Enhanced Planting Area



Total Cost of Area P: $64,700 - $75,500

Area R: Remaining Park Areas and Infrastructure

The remaining park areas shall receive general improvements to planting, lawn, irrigation, furnishings, and lighting. Site infrastructure shall be accessed for life cycle replacement needs. If deemed necessary, water, sewer, and electrical infrastructure shall be upgraded while site construction occurs. A weather based irrigation system will be included per the latest State requirements.



Existing open lawn space

Total Cost of Area R: $738,100 - $826,700

APPENDIX II

Operations, Maintenance, & Financial

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SECTION II-A
Recommendations & Cost Analysis Matrix

Montebello Parks Master Plan Recommendations Matrix

Draft 5/12/2021

Goal	Strategy		Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
CONNECT	1. Placemaking	1.1	Include public art	a. Establish a public arts commission		**Staff time**	**Short**
				b. Encourage public art that's representative of the community		**Staff time**	**Short**
				c. Allocate areas within Montebello Parks for art opportunities	**100-200k**	**$1.6K per art piece**	**Mid**
		1.2	Encourage social interaction	a. Incorporate public plazas and gathering areas within the public realm	**1M-5M**	**$23.7K-$30K**	**Mid**
				b. Provide areas for family gatherings and events	**1M-2M**	**$12.4K-$16.1K**	**Mid**
				c. Establish programmed activities that encourage social interaction (i.e., movies in the park, holiday events, etc.)		**$40K-$50K**	**Short**
		1.3	Increase identity	a. Identify and bring out the history of the site and City		**Staff time**	**Short**
				b. Look for identifiable elements within each park and celebrate		**Staff time**	**Short**
				c. Incorporate entry monuments or gateways into parks to aid in park identity	**500k-750k**	**$1.6K per monument**	**Short**
				d. Include informational signage that identifies the character of the park	**100k-200k**	**$1.6K per sign**	**Short**
		1.4	Enhance character	a. Establish a character of the City that's incorporated into each		**Staff time**	**Short**
				b. Work off of City theme but have a park character that's unique for each		**Staff time**	**Short**
				c. Integrate park theme and character into features and buildings. Include in review of future projects for integration	**250-500K**	**$15.9K per acre**	**Mid**
				d. Ensure everything is set in context			**Mid**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
CONNECT	2. Linear Parks & Urban Trails	**2.1** Develop linear parks	a. Expand and explore opportunities for linear parks	**100-250k**	**$2.3K for hard surface, 4.9K for soft surface trails per mile (assumes hard surface replacements are capital costs)**	**Mid**
			b. Find areas where linear parks may occur and implement.	**1M-5M**	**$2.3K for hard surface, 4.9K for soft surface trails per mile (assumes hard surface replacements are capital costs)**	**Mid**
			c. Reclaim underutilized streets and/or infrastructure within the City	**2M- 5M**	**$2.3K per mile (assumes hard surface replacements are capital costs)**	**Mid**
		2.2 Create a unique linear trail at the Rio Hondo	a. Expand the Rio Honda trail system	**1M-5M**	**$2.3K for hard surface, $4.9K for soft surface trails per mile**	**Mid / Long**
			b. Incorporate trails within the northern hills in Montebello and in new development areas	**500k-1.5M**	**$2.3K for hard surface, $4.9K for soft surface trails per mile (assumes hard surface replacements are capital costs)**	**Mid / Long**
			c. Include an urban trails signage program that connects corridors and trails within the City to other regional trails	**50-100K**	**$1.5K for system of 30 signs**	**Short**
			d. Develop a Rio Hondo Specific Plan to further study the corridor and prioritize improvements	**150-300K**	**Staff time**	**Short**
		2.3 Establish major "Green Corridors" within the City	a. Look into enhancing Whittier Blvd., Olympic Blvd., Beverly Blvd., Greenwood / Montebello Blvd. with street trees, planting, and linear park amenities.	**1M-3M**	**$2.3K - $3.5K per mile (assumes hard surface replacements are capital costs)**	**Mid**
			b. Study each corridor to find areas of opportunities	**100K**	**Staff time**	**Short**
			c. Consider an urban greening project that specifically studies these corridors and others for linear park / green corridor opportunities	**2M-3M**	**TBD - Cost varies depending on results of the specific studies**	**Mid**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
CONNECT	2. Linear Parks & Urban Trails	**2.4** Connect to urban trails outside of the City	a. Look into the connection along Rio Hondo that can connect green space in Pico Rivera and South El Monte	**1M-2M**	**$2.3K for hard surface, $4.9K for soft surface trails per mile (assumes hard surface replacements are capital costs)**	**Mid**
			b. Research existing trail networks in and around Montebello to establish potential connection points	**100K**	**Staff time**	**Short**
			c. Develop a Master Plan with surrounding cities to further study trail connections	**150-200K**	**Staff time**	**Mid**
		2.5 Provide walkable and bike friendly networks throughout the City	a. Encourage development of Transit Oriented Developments		**Staff time**	**Short / Mid**
			b. Provide more protected bike lanes and bike facilities	**2M-5M**	**$2.3K for hard surface, $4.9K for soft surface trails per mile (assumes hard surface replacements are capital costs)**	**Mid / Long**
			c. Provide more walking trails	**1M-2M**	**$2.3K for hard surface, $4.9K for soft surface trails per mile (assumes hard surface replacements are capital costs)**	**Mid**
			d. Enhance Whittier Blvd., Olympic Blvd., Beverly Blvd., Greenwood / Montebello Blvd. with street trees, planting, and linear park amenities.	**see above**	**TBD based on street improvements**	
			e. Develop an Active Transportation Plan to improve bike and pedestrian facilities and safety	**150K**	**Staff time**	**Short**

Goal	Strategy		Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
CONNECT	3. Technology	3.1	Organize digital files and develop a Citywide GIS databases	a. Work on a technology plan that establishes a digital record system for CAD and BIM files	**100-150K**	**Staff time**	**Short**
				b. Establish a GIS database for all of the City's mapped data	**50K**	**Staff time**	**Short**
		3.2	Increase usage of security systems within the park system	a. Work on a technology plan to increase security cameras.	**100K**	**Staff time, $5K**	**Short**
				b. Prioritize parks where safety concerns and other major issues mentioned		**Staff time**	**Short / Mid**
				c. Increase presence of security officers in parks of concern		**$100K-$200K**	**Short**
		3.3	Incorporate a digital scheduling and facility management suite	a. Research and explore platforms		**Staff time**	**Short**
				b. Setting up digital workflow	**75K**	**Staff time (training)**	**Short**
		3.4	Include virtual programs, events, and activities	a. Research and explore platforms to host virtual events		**Staff time**	**Short**
				b. Establish working platform and share events with community	**25K**	**Staff time/$10-20K for IT support**	**Short**
				c. Work with existing community center classes to incorporate virtual programing		**Staff time**	**Short**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
IMPROVE	4. Facilities & Amenities	**4.1** Consider improvements /infill of City owned properties	a. Look at ways to include facilities within existing City owned properties, specifically facilities that may help increase Level of Service and mitigates park needs in park poor areas		**Staff time**	**Mid**
			b. Find opportunities to include small plazas and minor recreational elements at City facilities such as at City Hall	**50-250K**	**$23.7K per acre**	**Mid**
			c. Explore divesting from properties that don't have a strong use in the future		**Staff time**	**Short**
			d. Create a phased plan for infill of established infill areas / create Concept Plans and CDs for each infill area	**100-500K**	**Staff time**	**Short**
			e. Implement infill projects	**5M-15M**	**$300K-$400K**	**Mid / Long**
		4.2 Include new pocket parks and mini parks	a. Study unused lots to find areas for new pocket parks and mini parks	**25K**	**Staff time**	**Short**
			b. Look at creating pocket parks and mini parks specifically in park poor areas	**1M-3M**	**$23.7K per acre**	**Mid**
			c. Upgrade the existing pocket parks at Dutcher Tot Lot and Northridge Mini Park	**250-750K**	**$10K-$23.7K depending on elements and comfort amenities**	**Mid**
		4.3 Address deferred maintenance throughout the City	a. Utilize the AssetCalc list of deferred maintenance items to prioritize which items need immediate repair	**500K-1.5M**	**TBD**	**Short**
			b. Evaluate the list annually to create priorities to be addressed		**Staff time**	**Short**
			c. Consider outsourcing service repairs as needed to meet the demand for deferred maintenance	**500-750K**	**TBD**	**Short**
		4.4 Improve the current level of service throughout the City	a. Reference the infill opportunity maps on pages 107 - 126 and LOS tables on pages 26, 101, & 168 to find areas to mitigate level of service gaps within the City		*** see attached**	**Short**
			b. Look at the top 5 priority LOS amenities and implement	**1M-2.5M**	**TBD**	**Mid**
		4.5 Explore adding additional indoor facilities, rec, teen, and senior centers	a. Find underutilized areas within the key growth areas of the City for additional indoor facilities, rec, teen and senior centers	**25k**	**Staff time**	**Short**
			b. Look at adding a recreation facility on the western edge of town	**2.5M-7.5M**	**TBD based on facility size, program offered and projected revenue**	**Mid**
		4.6 Develop flexible use fields	a. Look at creating a multi-use field at Reggie Rodriguez	**750K-1.5M**	**$7-9K + $3K per acre for turf care**	**Mid**
			b. Look at creating a multi-use field at Grant Rea	**750K-1.5M**	**$7K-$9K + $3K per acre for turf care**	**Mid**
			c. Look at other areas for multi use fields	**750K-1.5M**	**$7-$9K + $3K per acre for turf care**	**Long**
		4.7 Provide multi-purpose courts and combine court standards to accommodate trends and more variety in court sports	a. Identify existing courts that may be converted to multi-purpose courts	**15K**	**Staff time**	**Short**
			b. Prioritize multi-purpose courts in areas where LOS is lacking and construct	**750K-1.5M**	**$1.3K**	**Mid**
			c. Look for areas to include additional multi-purpose courts and find opportunities to include line striping for sports that are growing in demand	**750K-1.5M**	**$1.3K**	**Mid**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
IMPROVE	5. Financial	**5.1** Continue the asset management system	a. Establish an asset management system to manage and track equipment and inventory to improve budget planning.	**100K**	**Staff time**	**Short**
			b. Create and update a data-driven plan for identifying, evaluating, and managing park assets	**100K**	**Staff time**	**Short**
			c. Annually, inventory and create a condition assessment for each asset in the parks and recreation system. Establish photo-inventory and GIS mapping. The inventory must include cost, installation year and a lifecycle for each asset.		**Staff time**	**Short**
			d. Complete an annual risk assessment to determine the cost of maintenance and operations, replacement, and consequences if each asset fails. Determine maintenance and operations cost at each year of the asset's lifecycle (based on the level of service for each asset).		**Staff time**	**Short**
			e. Annually, incorporate data from the asset management plan and process into capital and operating budgets.		**Staff time**	**Short**
		5.2 Explore additional funding options	a. Consider the potential support for funding mechanisms to support and pay for operations and maintenance of parks and facilities.		**Staff time**	**Mid**
			b. Consider the potential support for bond referendum to fund multiple/capital projects.		**Staff time**	**Short / Mid**
			c. Consider internal budget and opportunities to ask/seek additional funding to support improvements in the maintenance and care of City parks and facilities to improve the standard throughout the community.		**Staff time**	**Short**
			d. Evaluate the non-resident fee structure and consider adjusting fees to ensure non-residents are paying the entire cost of programs, rentals, and activities they participate in.	**75K**	**Staff time**	**Short**
			e. Reevaluate contracts with partners and seek out new public/private partnerships as a means to enhance the variety of recreational programs available to the community. Consider opportunities with developers to incorporate needed amenities in new development.		**Staff time**	**Short / Mid**
			f. Explore opportunities to increase Cost Recovery at the Montebello Golf Course. Evaluate current fee structure, ongoing expenses, and options for new revenue streams.		**(funds currently allocated to consultant)**	**Short**
			g. Continue to seek alternative funding source that includes donations, grants, and others forms of sponsorship.		**Staff time**	**Short / Mid**
			h. Communication with current sponsors and donors should be conducted on a regular basis to ensure their continued positive relationships with the District		**Staff time**	**Short**
			i. The Department should use the results of the alternative funding exercise completed during the master planning process as a guide for exploring new funding opportunities.		**Staff time**	**Short**
			j. Seek increased General Fund allocations to address recommendations from the master plan.		**Staff time**	**Short / Mid**
			k. Develop a nonprofit foundation for parks and recreation to pursue grant opportunities and philanthropic donations.		**TBD**	**Mid**

Goal	Strategy		Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
IMPROVE	5. Financial	**5.3**	Explore opportunities to increase sponsorships	a. Build on existing sponsorships as well as pursue local entities to support events and a scholarship fund within the foundation (Sample Sponsorship Policy Staff Document).		**Staff time**	**Short / Mid**
				b. Ensure all existing and future sponsorships are accurately portrayed in a signed sponsorship agreement.		**Staff time**	**Short / Mid**
				c. Create a friends' groups for each neighborhood park that hosts summer events and partner to recruit and enter agreements with the local business community.		**$15K-$30K part-time outreach employee**	**Short / Mid**
				d. Establish media sponsors and multi-year agreements as priority.		**Staff time**	**Short / Mid**
		5.4	Track grants and charitable opportunities	a. Consider contracting with a dedicated grant writer to research, submit, and track federal, regional, state, and local grants.	**75K**	**Staff time**	**Short**
				b. Continue to research, submit, and track federal, regional, state, and local grants.		**Staff time**	**Short**
				c. Follow NRPA's grant web page that includes up-to date opportunities in areas like climate resilience, adaptive recreation, health care, Replay Grants, out of school time program grants, Keep America Beautiful and more.		**Staff time**	**Short / Mid**
				d. Utilize NRPA's Foundation Center for links to thousands of grant opportunities, grant education and training.		**Staff time**	**Short / Mid**
				e. Utilize Non-Profit foundation (action item 5.2d) to write and pursue grant opportunities.		**Staff time**	**Mid**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
INCLUDE	6. Programs & Services	**6.1** Expand programs and services	a. Consider expanding operations at the George Hensel Aquatic Center		**$50-$100K**	**Mid**
			b. Expand sports programs to include football, soccer, baseball, and girls' softball. Continue to monitor sports program trends		**$100-$150K**	**Mid**
			c. Develop a recreation program plan that includes a service matrix, activity development and selection process, and other requirements found in CAPRA standards		**Staff time**	**Short**
			d. Continue to offer and expand program opportunities to Montebello's Lifemode groups - Next Wave, Ethnic Enclaves, and Upscale Avenues and appropriate market segments		**TBD**	**Short**
			e. Promote active lifestyles by enhancing and increasing aquatic exercise and fitness programs		**$100-$150K**	**Short**
			f. Evaluate salaries and compensation for Department employees. At a minimum, conduct a wage analyses to assist the Department with recruiting highly qualified full and part-time recreation staff		**TBD - will vary based on outcome of the study**	**Short / Mid**
		6.2 Explore more diverse programs	a. Install outdoor fitness and exercise equipment in programmable spaces in neighborhood parks	**300-500K**	**$.75-$1K to maintain equipment, (per piece) vandalism abatement**	**Short**
			b. Using contracted instructors, offer enhanced fitness programming in parks across the City		**Staff time, $20K**	**Short**
			c. Increase and enhance programs for individuals with disabilities. Consider programmatic ADA inclusion requirements		**$75-$100K**	**Short / Mid**
			d. Offer organized walking programs for seniors and families in safe environments		**$10K-$25K**	**Short**
		6.3 Enhance special event programming	a. Offer special events in each neighborhood that will make contribute to a sense of community and help make each park the hub of each neighborhood		**$40K-$50K**	**Short**
			b. Develop a special events advisory group for each neighborhood to assist with planning special events in parks		**Staff time**	**Short**
			c. Invest in a formal sponsorship program for events and activities. At a minimum, develop a policy and tools to assist staff with recruiting program sponsors		**Staff time**	**Short**
			d. Enhance and offer Spanish language programs, cultural programs and outdoor movies in Spanish		**$10-$15K**	**Short**
		6.4 Continue to work with other service providers to develop programs and services to meet demand and trends	a. Invest in and develop an automated and real-time sports field reservation system	**50-100K**	**$1.5K**	**Short**
			b. Develop a joint use agreement with the school district to ensure the partnership is equitable		**Staff time, negotiated costs**	**Short**
			c. Coordinate with local recreation providers (PAAL Police Athletic & Activities League, schools, youth sports providers, Montebello-Commerce YMCA, the Boys & Girls Club of West San Gabriel Valley, the Montebello and Chet Holifield Libraries, etc.) to reduce duplication of services.		**Staff time**	**Short**

Goal	Strategy		Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
INCLUDE	6. Programs & Services	6.5	Include educational and nature/ environmental programs	a. Establish walking programs that highlight nature interpretation opportunities		**$10K-$25K**	**Short**
				b. Develop partnerships with environmental advocacy groups to offer environmental education programs and camps		**$10K-$30K**	**Short**
				c. Establish community gardens in convenient locations to promote gardening and local food production	**100-500K**	**$4.8K (1/2 acre garden)**	**Mid**
				d. Collaborate with schools and educators to create outdoor "classroom" space in parks near schools	**100-500K**	**$4.8K (1/2 acre garden)**	**Mid**
		6.6	Continue to monitor affordability of programs and services	a. Develop and enhance scholarship opportunities		**Staff time, dedicated scholarship fund**	**Mid**
				b. Evaluate non-resident program participation to ensure non-resident participants are paying appropriate and equitable fees		**Staff time**	**Short**
				c. Develop a resource allocation and cost recovery policy to ensure equitable use of City resources for Recreation	**50K**	**Staff time**	**Short**
		6.7	Expand indoor programs and increases opportunities for senior, teen, community centers	a. Offer additional enrichment classes for Seniors, using contract or volunteer instructors to maintain affordability		**$20K-$50K**	**Short**
				b. Increase and improve Senior Center activities focusing on social services, social activities, transportation and information and referral for healthcare and other services		**$25K**	**Mid**
				c. Enhance and improve enrichment programs that offer like skills opportunities related to job skills, personal improvement, and academic success		**$20-$50K**	**Short**
				d. Evaluate parking opportunities at the Senior Center to ensure appropriate spaces are reserved and available during program and event times		**Staff time**	**Mid**
		6.8	Continue to evaluate the quality and mix of programs and services	a. Develop and report a minimum of 5 performance measures to evaluate quality of recreation programs and services		**Staff time**	**Short**
				b. Develop a consistent and equitable manner of community member engagement to determine recreation desires and needs		**Staff time**	**Short**
				c. Ensure engagement processes include residents who live in the south part of the City		**Staff time**	**Short**
				d. Conduct an annual on-line survey to establish trends in participant satisfaction	**20K**	**Staff time**	**Short / Mid**
				e. Expand patron evaluation process, emphasizing aquatics, adult sports and youth sports to include post program surveys and comment cards		**Staff time**	**Short**
				f. Establish customer service response goals to ensure patrons receive timely responses to complaints or suggestions		**Staff time**	**Short**
				g. Implement California's Concussion Management in Youth Sports Act to comply with legal mandates		**Staff time**	**Short**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
		6.9 Communicate recreation opportunities to City residents	a. Develop a marketing plan that includes outreach, pricing, promotion, program mix and social media	**75-100K**	**Staff time**	**Short**
			b. Publish a quarterly program guide to provide branding and program registration information	**25-50K**	**$25K-$100K**	**Short**
			c. Develop a social media plan that has both resources and is aligned with current trends and updated continually		**Staff time**	**Short**
			d. Develop a Senior's advocacy or friends' group to aid in increased communication and program evaluation		**Staff time**	**Short**
			e. Increase communication and coordination with youth sports providers by creating a youth sports advisory board		**Staff time, $1K**	**Short**
			f. Emphasize use of the City's webpage to assist patrons to remain up to date on recreation program opportunities		**Staff time**	**Short**
			g. Continue to use and enhance an equity lens when marketing programs, with specific emphasis on program promotion in the Spanish language		**$10K-$20K**	**Short**

Goal	Strategy	Objective	Actions	Capital Cost Estimate	Operational Budget Impact	Timeframe to Complete Short=3 years Mid= 3-10 years Long 10+ years
7. Administrative	**7.1**	Improve partnerships and joint use agreements	a. Develop a joint use agreement plan with the school district		**Staff time**	**Short / Mid**
			b. Look at strategic partnerships with organizations such as the YMCA and others		**Staff time**	**Short / Mid**
			c. Generate partnerships with organizations that help with park security, maintenance, and cleanup		**Staff time**	**Short**
	7.2	Staff appropriately to meet current demand and maintain established quality service	a. Understand the need for additional manpower for maintenance practices at additional parks or upgraded facilities		**Staff time**	**Short / Mid**
			b. Research additional resources		**Staff time**	**Mid**
			c. Create new maintenance positions within the Department		**$75-$100K per FTE**	**Mid**
	7.3	Explore additional partnerships to assist with funding, volunteering, and marketing	a. Develop relationships with local businesses, clubs, and organizations to seek funding, volunteers, and marketing support to expand programs and facilities		**Staff time**	**Short**
			b. Find volunteer to help operate and run programs		**Staff time**	**Short**
			c. Reevaluate current contacts with partners and seek out new public/private partnerships to enhance amenities		**Staff time**	**Short / Mid**
			d. Identify partnerships with other organizations that can provide additional programming space		**Staff time**	**Short / Mid**
	7.4	Evaluate and address staffing levels	a. Consider comparison for staffing levels through NRPA Standards		**Staff time**	**Short**
			b. identify current performance standards		**Staff time**	**Short**
	7.5	Improve internal and external communication about division activities, events and services	a. Utilize a number of marketing tools and strategies to actively promote parks an recreation services		**Staff time**	**Short / Mid**
			b. Increase social media presence, school flyers, and hire teens or interns to assist with social media marketing and promotions		**Staff time**	**Short / Mid**
			c. Engage all segments of the community in the marketing efforts		**Staff time**	**Mid**
	7.6	Explore making the facility and park rental fee easier	a. Partner with an insurance agent		**Staff time**	**Short**
			b. Review fees annually to ensure they are equitable and the collection of fees is resulting in appropriate cost recovery		**Staff time**	**Short**
			c. Consider conducting a Resource Allocation/Cost Recovery study to determine a goal for cost recovery, cost of operations, and how resources are currently allocated and could be reallocated	**75K**	**Staff time**	**Short**

Operational Budget Impact for Strategy 4.4

Adventure Playgrounds (4,000-6,000 SF), $1.3K

Basketball Court (4,700 SF), $.3K or $6.7K with lights

Bocce Ball/Shuffleboard (5,000-10,000), .5K

Community Garden (2,000-40,000), $4.8K

Court/Rink Sports (70x120) , $.3K

Dog Park (10,000-75,000 SF), $4.8K

Outdoor Gym and

Exterior Exercise Areas (5,000 -20,000), $.3K per apparatus

Pickleball (2,500-3,500), $1K

Picnic Areas (500-1,500), $1K (+ TBD based on self-sustaining permits)

Playgrounds (4,000-6,000 SF), 1.3K

Pump Track/Bike

Skills Course (10,000-20,000), 2.6K

Rope/Adventure/

Skills Course (5,000-50,000), 3.5K

Skate Spot(4,000-10,000), 4.5K

Small Soccer Field (6U & 8U) (4,050-11,250), 6.4K

Soccer Field (4,000-75,000), 8.4K

Volleyball (70'x40') (4,000-16,000), .9K

SECTION II-B

Comparative Analysis

Comparative Analysis

Comparative analysis is a tool that allows for comparison of certain attributes of the City of Montebello's management practices and fee structure. This process creates a deeper understanding of alternative providers, your place in the market, and varying fee methodologies, which may be used to enhance and improve the service delivery of parks and recreation.

It is very difficult to find exact comparable communities, because each has its own unique identity, ways of conducting business, and differences in the populations that it serves. The political, social, economic, and physical characteristics of each community make the policies and practices of each parks and recreation agency unique. Additionally, organizations do not typically define the expenditures of parks, trails, facilities, and maintenance the same way.

Agencies also vary in terms of how they organize their budget information, and it may be difficult to assess whether or not the past year's expenses are typical for the community. Finally, the impact of COVID-19 has significantly altered program offerings, facility availability, and overall program delivery. Therefore, it is important to take all data in a benchmarking study with context, realizing that while benchmarking can be a great comparative tool, it doesn't necessarily lend itself into being a decision-making tool.

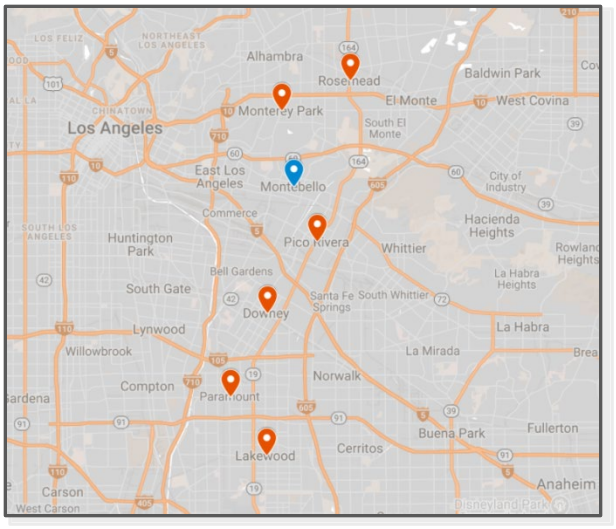
For the purposes of this study, a regional approach was taken to benchmark neighboring agencies listed below in Table II-B-1. Population data was sourced from Esri Business Analyst, and current population numbers are listed below. Figure II-B-2 shows the locations of these agencies (orange) in relation to the City of Montebello (blue).

Table II-B-1: Population and Growth Rate of Benchmarked Communities

	2020 Population	2020-2025 AGR
Montebello	63,734	0.07%
Paramount	54,741	0.00%
Lakewood	81,003	-0.01%
Downey	115,239	0.10%
Rosemead	54,881	0.07%
Monterey Park	61,255	0.04%
Pico Rivera	63,185	-0.04%

**AGR = Average Growth Rate; Source: Esri Business Analyst*

Figure II-B-1: Responsibilities of Park and Recreation



Staffing

The City of Montebello 2020 budget allocated for 16 full-time equivalent (FTE) employees. On a national level, the typical park and recreation agency for populations between 50,000 and 99,999 have significantly more staff (60.2 FTE) with 9.3 FTEs per 10,000 residents. The City of Montebello has approximately 2.51 FTEs per 10,000 residents, which is lower than the national average but similar to other nearby municipalities. Table II-B-2 below demonstrates the local data for neighboring agencies.

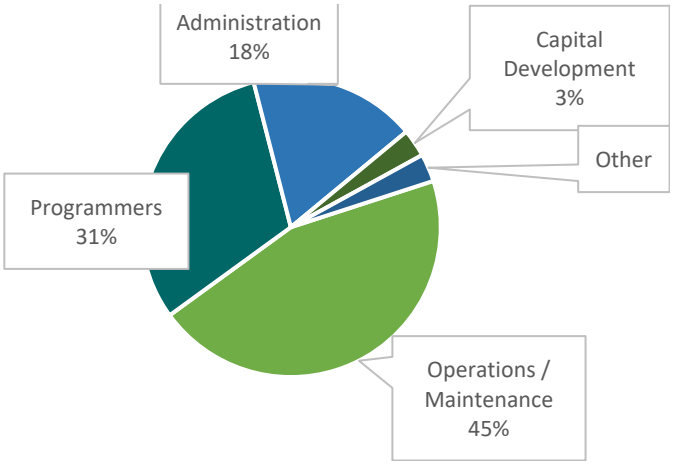
Table II-B-2: Park and Recreation FTEs on Staff and FTEs per 10,000 Residents

	FTEs on Staff	FTEs per 10,000 Residents
Montebello	16	2.51
Paramount	10	1.83
Lakewood	60	7.41
Downey	13	1.13
Rosemead	9	1.64
Monterey Park	1.05	0.17
Pico Rivera	26	4.11

Source: NRPA Park Metrics

Data from agencies across the country indicate that it is common for the typical Park and Recreation staff responsibilities to be divided into four primary categories: operations/maintenance, programmers, administration, and capital development. Figure II-B-2 shows the breakdown for the typical agency on a nationwide level. Operations and maintenance, on average, make up 45 percent of an agency's budget, while programmers make up 31 percent, and administration is approximately 18 percent.

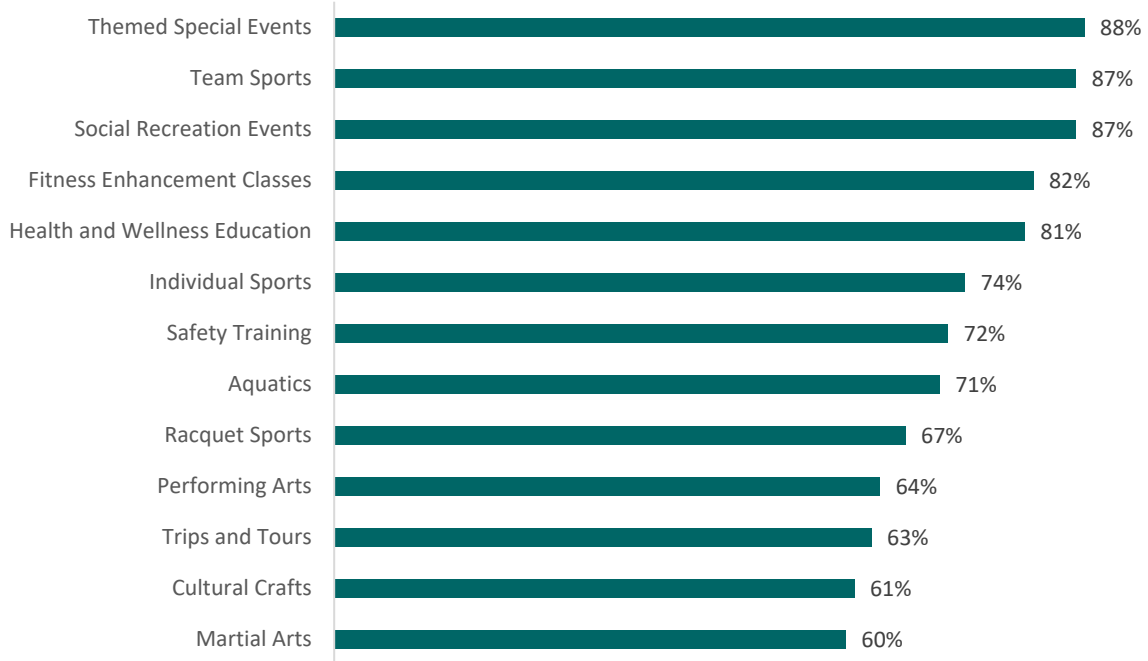
Figure II-B-2: Responsibilities of Park and Recreation



Recreation Program Overview

NRPA's 2020 Agency Performance Report indicates that programming can be the primary way of engaging with residents. It can also be the largest source of non-tax revenues. The typical agency offers over 180 programs each year; 67 percent of those being fee-based. Beyond revenue benefits, programming allows for thousands of contacts with their community members. NRPA defines "contacts" as those interactions that residents have with their facilities and programs – visiting parks, walking trails, participating in a program, or visiting a community center. The typical agency has 225,000 contacts a year. In 2020, the following activities were listed as the key programs offered by at least 60 percent of park and recreation agencies:

Figure II-B-3: Key Programming Activities Offered by Typical Park and Recreation Agency



Source: Esri Business Analyst

Local and National Program Benchmarked Standards

Regarding program offerings on a local level, a number of key recreation categories were indexed and researched for nearby agencies based on program catalogs and recreation brochures. The result is Table II-B-3, which details an inventory of programs. Montebello offers many of the same type of programs as the other agencies, including special events, youth/summer camps, fitness classes, and senior programs and services. Based on this research, there may be some duplication of services for these programs especially for those agencies that are closest in proximity to Montebello, such as Pico Rivera and Monterey Park.

Table II-B-3: Park and Recreation FTEs on Staff and FTEs per 10,000 Residents

	Montebello	Pico Rivera	Monterey Park	Rosemead	City of Downey	Lakewood	Paramount
Themed special events	✓	✓	✓	✓	✓	✓	✓
Youth/summer camps	✓	✓	✓	✓	✓	✓	✓
Fitness classes	✓	✓	✓	✓	✓	✓	✓
Senior programs and services	✓	✓	✓	✓	✓	✓	✓
Health and wellness education	✓	✓	✓	✓		✓	✓
Teen programs	✓	✓	✓		✓	✓	✓
Aquatics	✓	✓	✓	✓		✓	✓
Martial arts	✓	✓	✓	✓		✓	
Before and after school programs	✓		✓		✓	✓	✓
Programs for people with disabilities	✓	✓				✓	
Natural and culture history activities	✓	✓	✓	✓	✓	✓	✓
Golf	✓	✓					
Preschool/daycare	✓	✓	✓			✓	
Youth sports	✓	✓	✓	✓	✓	✓	✓
Youth sports camps	✓	✓	✓	✓	✓	✓	✓
Adult sports	✓	✓			✓	✓	✓
Outdoor recreation programs	✓						
Environmental education programs				✓	✓		✓
Performing arts	✓	✓	✓	✓	✓	✓	✓

Enrichment classes	✓	✓	✓	✓	✓	✓	✓
Virtual Programs		✓	✓	✓	✓	✓	✓

✓Checkmarks indicate that these programs and activities were specifically listed in recent program brochures, recreation guides, or online. It is possible that these programs are offered seasonally, or are not advertised, and therefore not represented in this chart.

Program Standards

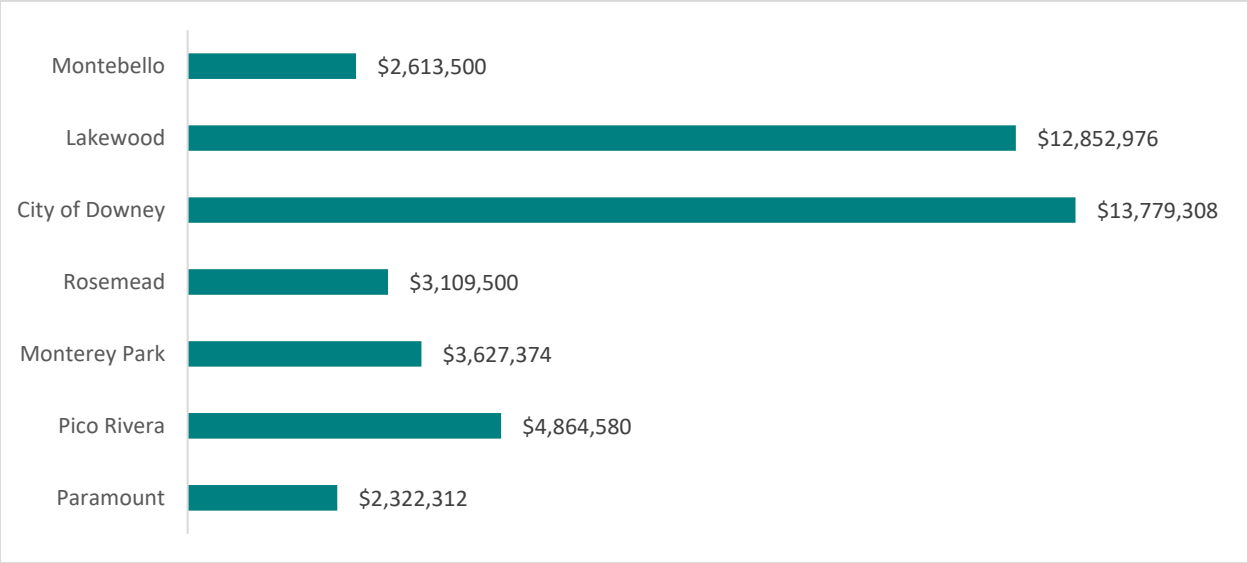
While local comparisons can help determine duplication of services or potential gaps in service, the best guidelines for creating and implementing program standards come from a national perspective - the NRPA's Commission for Accreditation of Park and Recreation Agencies (CAPRA) offers a comprehensive approach to developing and maintaining best practices related to programming and overall operations. A fundamental component of national accreditation is a Recreation Programming Plan (RPP) which is a document that offers the following:

- Program Planning Model
- Services Management Matrix
- Target Market/Audience
- Activity Development and Selection
- Type and Scope of Programs
- Outreach Initiatives
- Organizational Chart

Expenditures

The typical parks and recreation agency with a population between 50,000 and 99,999 residents has expenditures of $6,185,614 annually, this is significantly higher than the annual expenditures of the City of Montebello at $2,613,500. For nearby agencies, the numbers were variable, with most of the other agencies spending between 2.3 million to 4.9 million, with the exception of City of Downey ($13.8 million) and Lakewood ($12.9 million). Montebello expended $41.01 per 10,000 residents which is the lowest among those communities that were compared. These numbers were sourced from local budget and planning documents from 2020 and should be used as an estimate only.

Table II-B-4: Parks & Recreation Expenditures



Source: Budget and Planning Documents, 2019 – 2021

Table X: Parks & Recreation Expenditures per 10,000 population

	Expenditures	Expenditures per 10,000 Residents
Montebello	$2,613,500	$41.01
Paramount	$2,322,312	$42.42
Lakewood	$12,852,976	$158.67
Downey	$13,779,308	$119.57
Rosemead	$3,109,500	$56.66
Monterey Park	$3,627,374	$59.22
Pico Rivera	$4,864,580	$76.99

Budgets will become impacted by the COVID-19 crisis, but many agencies are still realizing the full impact of the virus. Monterey Park specifically details the change in their budget projected for 2021 planning document, which will likely be seen in other agencies as well:

> *"The $1.027 million decrease to the Parks and Recreation budget is primarily due to the reduction of programming/services due to the COVID-19 crisis. The COVID-19 crisis has forced organizations to reassess the traditional program delivery model. For example, the City will modify major holiday event gatherings by moving them to an online virtual platform. In addition, summer special events were either cancelled or modified through January of 2021 to be revaluated at that time."*

The traditional program delivery model, as Monterey Park indicated, is evolving to rely more heavily on virtual programming and strategic partnerships. Reducing duplication of services to focus on what the City of Montebello does best will be essential moving forward.

SECTION II-C
Funding Operations & Maintenance Items

Funding Shortfalls for Maintenance or Operations

Current funding

Two key indicators of the sufficiency of funding for maintenance are operating expenditures per acre of park land and residents per park.

Operating expenditures per acre of park land

Montebello allocates approximately $15,953 per acre of park land to maintain and operate the parks in the City. A typical system may expend between $4,578 per acre on the low end and $20,494 per acre on the high end. Montebello's operating expenditure per acre is above the median typical investment of $7,891 per acre. This does not include the golf course which is budgeted separately. This analysis evaluated the park system, made up of 79.21 acres in eleven parks.

Residents per park

The city currently maintains 10 park areas greater than .5 acres which translates into 6,205 residents per park. Typically, agencies similar to Montebello would be much less dense – 1,560 to 4,518 with a median of 2,523. Typically, the greater the number of residents per park, the greater the maintenance needs due to the need to remove greater amounts of trash, clean restrooms more often, repairs and overall maintenance.

Identification of Resources Needed to Support Expansion of the Park System

It is expected that to achieve a recommended level of service of 4 acres per 1,000 residents, the city will need to add 168 acres of park land and subsequently, allocate an additional $2,539,107 to operate and maintain the parks.

Costs to maintain park spaces vary based on the kind of park, size, location and amenities in the park. Typically, the smaller the parks, the higher the maintenance costs per acre. The larger parks may cost more to maintain but are generally more efficient as moving equipment and people is more minimal.

Costs Associated with Park Maintenance

This master plan was completed during the Covid-19 Pandemic which prevented ride-along and other opportunities with the staff. This section was completed based on interviews with the staff and other background materials. Maintenance costs vary by the size of the park and can be predicted based on the cost to maintain each amenity in each park, accomplished by completing a much more comprehensive maintenance analysis.

Using actual and budgeted data from current and past Montebello budgets, estimated costs were identified for maintenance and operation of different types of amenities and are identified in Table II-B-1.

Table II-C-1: Costs to Maintain Individual Amenities

MAINTENANCE & REPAIR TASK	UNIT	MULTIPLIER	MAN HOURS	HOURLY RATE fully costed with benefits, admin, etc.	FREQUENCY	MANPOWER	CONSUMABLES	UTILITIES	ANNUAL COSTS
Basketball Courts with lights	Each	1	0.25	$34.62	40	$346	$360	$6,000	$ 6,706.20
12 ' Multipurpose Asphalt Trail	1 Mile	1	1	$34.62	14	$485	$1,800	$0	$ 2,284.68
3' Soft Surface Trail	1 Mile	1	4	$34.62	14	$1,939	$3,000	$0	$ 4,938.72
Artificial Turf Maintenance	Each	1	1.5	$34.62	36	$1,869	$0	$1,000	$ 2,869.48
Basketball Court 4 standards (no lights)	each	1	0.5	$34.62	16	$277	$50	$0	$ 326.96
BBQ Grills	Each	1	0.25	$34.62	42	$364	$150	$0	$ 513.51
Benches	Each	1	0.1	$34.62	28	$97	$200	$0	$ 296.94
Bicycle Trails - miles	Each	1	0.25	$34.62	12	$104	$0	$0	$ 103.86
Bocce Ball	Each	1	0.5	$34.62	28	$485	$100	$0	$ 584.68
Community Gardens (1/2 acre)	Each	1	1	$34.62	10	$346	$500	$4,000	$ 4,846.20
Diamond Fields: Baseball (Adult - 230'+) with lights	Each	1	3	$34.62	52	$5,400.72	$1,000	$6,000	$ 12,400.72
Diamond Fields: Baseball (Youth -< 230'+) without	Each	1	3	$34.62	52	$5,400.72	$1,000	$1,000	$ 7,400.72
Diamond Fields: Softball (Adult - 200'+) with lights	Each	1	3	$34.62	52	$5,400.72	$1,000	$6,000	$ 12,400.72
Diamond Fields: Softball (Youth - <200'+) without	Each	1	3	$34.62	52	$5,400.72	$1,000	$1,000	$ 7,400.72
Dog Parks	Each	1	1	$34.62	52	$1,800	$2,000	$1,000	$ 4,800.24
Dog Waste Stations	Each	1	0.1	$34.62	28	$97	$1,000	$0	$ 1,096.94
Drinking Fountains	Each	1	0.5	$34.62	28	$485	$750	$900	$ 2,134.68
Fitness Stations	Each	1	0.25	$34.62	28	$242	$50	$0	$ 292.34
Grafitti/Vandalism	Each	1	3	$34.62	14	$1,454	$2,500	$0	$ 3,954.04
Large Open Lawn Event Space	Each	1	6	$34.62	112	$23,265	$0	$5,000	$ 28,264.64
Leaf Removal	1 Acre	1	4	$34.62	3	$415	$300	$0	$ 715.44
Mowing (CONTRACTUAL)	1 Acre	1	1	$34.62	28		$3,018	$0	$ 3,018.00
Muli-Purpose Field - Softball (Adult - 200'+) without	Each	1	3	$34.62	52	$5,400.72	$1,000	$1,000	$ 7,400.72
Multi-Purpose Field - Soccer Fields (Youth U6-12)	Each	1	2	$34.62	104	$7,200.96	$250	$1,000	$ 8,450.96
Parking Lot Stall	Each	1	0.016	$34.62	12	$7	$0	$0	$ 6.65
Pedestrian Trails - miles	Each	1	0.25	$34.62	12	$104	$0	$0	$ 103.86
Performance Amphatheater	Each	1	0.5	$34.62	25	$433	$0	$0	$ 432.75
Pickleball Courts	Each	1	0.016	$34.62	52	$29	$1,000	$0	$ 1,028.80
Picnic Areas	Each	1	0.16	$34.62	156	$864	$150	$0	$ 1,014.12
Picnic Areas (12+people)	Each	1	2	$34.62	12	$831	$500	$0	$ 1,330.88
Picnic Pavilions	Each	1	0.25	$34.62	156	$1,350	$2,000	$2,880	$ 6,230.18
Ping Pong/Chess Tables	Each	1	0.1	$34.62	28	$97	$50	$240	$ 386.94
Playgrounds (age 6-12)	Each	1	0.5	$34.62	28	$485	$150	$720	$ 1,354.68
Playgrounds (tot Lot / age 2-5)	Each	1	0.5	$34.62	28	$485	$150	$720	$ 1,354.68
Public Art	Each	1	0.1	$34.62	36	$125	$425	$5,000	$ 5,549.63
Rectangular Soccer (Adult U14+)	Each	1	2	$34.62	104	$7,200.96	$250	$1,000	$ 8,450.96
Rectangular Soccer (Youth U6-12)	Each	1	2	$34.62	104	$7,200.96	$250	$1,000	$ 8,450.96
Recycling Receptacles	Each	1	0.1	$34.62	316	$1,094	$800	$0	$ 1,893.99
Reforestation	1 Acre	1	2.2	$34.62	1	$76	$3,000	$0	$ 3,076.16
Rest Rooms	Each	1	0.5	$34.62	468	$8,101	$2,000	$1,200	$ 11,301.08
Security Camera	Each	1	0.1	$34.62	28	$97	$0	$100	$ 196.94
Security Lighting	Each	1	0.16	$34.62	28	$155	$3,000	$3,720	$ 6,875.10
Shed	Each	1	0.5	$34.62	112	$1,939	$0	$0	$ 1,938.72
Signage and Wayfinding	Each	1	0.16	$34.62	14	$78	$1,500	$0	$ 1,577.55
Tennis Courts with lights	Each	1	0.25	$34.62	40	$346	$1,000	$4,000	$ 5,346.20
Trash Removal	1 Can	1	0.1	$34.62	316	$1,094	$200	$0	$ 1,293.99
Tree Trimming	Each	1	2	$34.62	2	$138	$200	$0	$ 338.48
Trimming	1000 Lin Ft	1	1	$34.62	28	$969	$1,200	$0	$ 2,169.36
Volleyball Courts	Each	1	0.25	$34.62	52	$450	$500	$0	$ 950.06
Water Features/Fountains	Each	1	0.5	$34.62	36	$623	$0	$0	$ 623.16

Maintenance Costs Based on Park Typologies

The costs per acre are typical costs associated with maintaining and operating different kinds of parks with different kinds of amenities. The costs should be considered estimates as the number and condition of amenities, and the level of reactive maintenance due to graffiti, illegal dumping, etc., all play a significant and changing role.

Personnel costs for Montebello's park maintenance staff along with all associated benefits for 2018/19 were used in the analysis. The personnel costs were adjusted for paid time for administrative and personnel (leave) functions which is assumed to be 20% of available work hours, on average.

Maintaining Montebello's Different Classifications of Parks

Maintaining individual amenities contributes to the overall cost of operations for each park and collectively, the system. As a basic rule of thumb, the smaller the park space, the higher the maintenance cost per acre.

Mini-Park (<2 acre or less) *$23,729 per acre to operate and maintain*

- Serves residents within a 15-minute walkshed
- Located near housing and/or other activity centers in the immediate neighborhood
- Facilities include children's play areas and equipment, exercise and fitness areas, outdoor seating and picnic areas, and plazas
- Typically, do not include parking areas or restrooms

Mini-parks require a similar amount of travel time, effort to transport turf equipment to larger parks and are the least efficient type of park to maintain.

Neighborhood Parks – (2 to 8 acres) *$16,145 per acre to operate and maintain*

The Neighborhood Park is considered the "basic unit of the parks system and serves as the recreational and social focus of the neighborhood" (National Recreation and Park Association, 1996).

- Typically located within ¼ to ½ mile from residential areas
- May include basketball courts, open turf areas, playgrounds, picnic tables, drinking fountains, and benches
- Restrooms and dedicated parking are typically not in neighborhood parks although they can be. Access is through walking or by bicycle and are intended to meet the needs of residents within a short walk

Community Parks – (> 8 acres) *$12,458 per acre to operate and maintain*

- Sports fields for soccer, baseball, softball, etc.
- Natural areas
- Fitness courts
- Basketball courts
- Dog off leash areas or fenced dog areas
- Typically include large event space or amphitheaters
- Multiple restroom facilities
- Dedicated parking

- Tennis courts
- Multiple playground areas and specialized playgrounds
- Picnic areas
- Reservable spaces for groups

Community's Desired Level of Service Cost Analysis

Scenario that meets the future user demand and trend needs without additional funding beyond current sources

The City has two financial challenges ahead of them. (1) Funding maintenance associated with bringing the overall park acreage from 1.3 acres per 1,000 residents to 4 acres per 1,000 residents and (2) to identify resources to maintain new amenities that are needed to provide quality park experiences.

1. Currently, the City allocates $15,043 per acre of park land which is in excess of the median allocation for similar cities across the United States. While this is not unexpected due to extremely high utility costs in Southern California, and the level of security issues brought about by inappropriate use of the parks (graffiti, vandalism, etc.), the median allocation by a similar or typical department is $7,841 per acre. At the median level of investment, the department could operate and maintain 160 acres or an increase of 80.94 acres and still remain at the national median and high-quality park maintenance. This, however, does not suggest that a significant degradation in park maintenance would be avoided due to the high cost of park maintenance in Montebello.

2. Cost associated with infill opportunities determined by population standards include sixteen different amenities. These are identified below (and in Chapter 3) that the Department may want to consider as infill opportunities to bring the specific amenity types in line with what a typically parks and recreation agency would offer. If all of the deficiencies were cured, the additional annual maintenance cost would be approximately $306,000.

Table II-C-2: Maintenance Costs Associated with Infill Opportunities

Amenity	Deficiency	Individual Operation and Maintenance Cost	Total Cost to the Montabello System
Basketball Courts (with lights)	-1	$ 6,706.00	$ (6,706.00)
Basketball courts (without lights)	-1.5	$ 326.96	$ (490.44)
Bocce ball Courts	-10.6	$ 585.00	$ (6,201.00)
Community Gardens	-1.3	$ 4,846.00	$ (6,299.80)
Diamond Fields: Baseball (Adult - 230'+) with lights	-2.2	$ 12,400.00	$ (27,280.00)
Diamond Fields: Baseball (Youth -< 230'+) without lights	-8.1	$ 7,400.00	$ (59,940.00)
Diamond Fields: Softball (Adult - 200'+) with lights	-2.1	$ 12,400.00	$ (26,040.00)
Diamond Fields: Softball (Youth - <200'+) without lights	-3.3	$ 7,400.00	$ (24,420.00)
Dog Parks	-1.1	$ 4,800.00	$ (5,280.00)
Performance Amphitheaters	-0.1	432.75	$ (43.28)
Pickleball Courts	-10.6	$ 1,028.00	$ (10,896.80)
Playgrounds (age 6-12)	-8	$ 1,355.00	$ (10,840.00)
Rectangular Soccer (Adult U14+)	-3.8	$ 8,451.00	$ (32,113.80)
Rectangular Soccer (Youth U6-12)	-7.1	$ 8,451.00	$ (60,002.10)
Tennis Courts	-5.1	$ 5,346.00	$ (27,264.60)
Volleyball Courts	-3.2	$ 950.00	$ (3,040.00)
Total			$ (306,857.82)

Funding levels to meet all population-based standards, geographic distribution and amenity needs

While the emphasis in this section of the masterplan is on addressing the needs to fund park maintenance and operations, it is recognized that small parks and recreation departments budgets are interactive throughout. As a result, this section attempts to look at the financial challenges and opportunities for the entire department.

Background

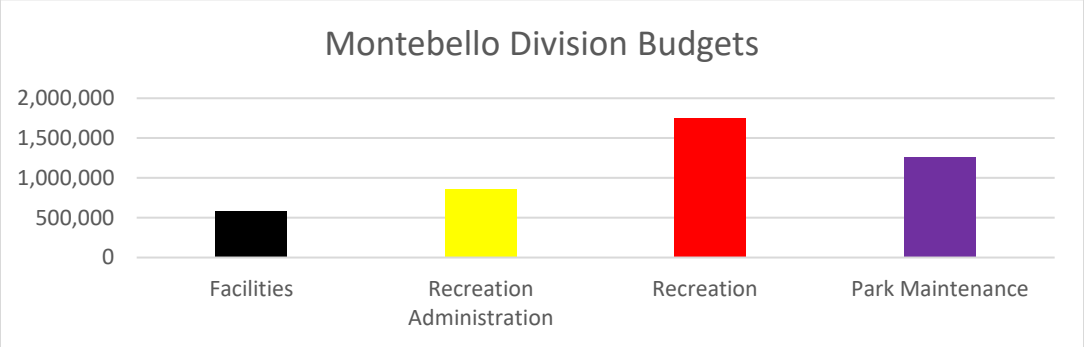
The City of Montebello Recreation and Community Services Department provides a wide variety of recreation programs and services, and 79.22 acres of neighborhood and community park space in 11 parks for its residents. In addition, a 45.86 acre golf course with a 3,141,000 annual budget is administered by the department.*

The Department is funded by a 4.4-million-dollar operating budget that supports 27 full time staff. In a typical year, the department receives approximately $500,000 in revenues.

The Department is organized into four divisions –Facilities, Recreation Administration, Recreation and Park Maintenance. Figure II-C-1 shows the breakout between the department's allocated budgets.

* The golf course is being studied in another process and is not analyzed here. As a result, the acreage and financial data is not included.

Figure II-C-1: Montebello FY 2020/21 Division Budgets



The purpose of this analysis is to look at current and future resources needed to meet the changing parks maintenance and operation needs of Montebello's parks. This analysis does not address the golf operation, as a separate study is currently underway to evaluate the efficient operation of the course.

The 2020/21 budget reflects necessary changes in services and operations due to the Pandemic. Concurrently, department staff attempted to right-size the 2020/21 budget to reallocate unused resources. An annual zero-based budgeting process, although more work to complete, typically results in a better planning tool.

Budget Trends

The current budget represented a 16 percent decrease of $879,196 compared to the previous year, as a result of both the right-sizing effort and the Covid-19 Pandemic. Table II-C-2 and II-C-3 show the current and previous four-year expense and revenue actuals and budgets. Revenues are budgeted at 39% less than 2019/20 as a result of the Pandemic but would be expected to recover within the next post-Pandemic budget cycle.

Table II-C-2: Five Year Expenditure Trends

Expenditure Trends					
	FY 2016/17 Actuals	FY 2017/18 Actuals	FY 2018/19 Actuals	FY 2019/20 Amended Budget*	FY 2020/21 Adopted Budget
Facilities			$792	$606,681	$589,800
Recreation Administration	$346,595	$360,628	$513,571	$812,805	$856,700
Recreation	$1,346,595	$1,586,851	$1,501,193	$1,847,155	$1,756,800
Park Maintenance	$1,314,191	$1,264,499	$1,307,349	$1,350,662	$1,263,800
Total Expenses	$3,137,146	$3,212,669	$3,322,825	$5,346,296	$4,467,100

*In FY 2019/20, a one-time allocation of $715,000 was included in the budget (Commercial Cannabis), that is not part of the typical operating budget and was not included in the table.

Budgets are broken out by accounting category for each division in the current budget in Table Y

Table II-C-3 Budgets by Category

	Facilities	Administration	Recreation	Maintenance	Total	% of Budget
Salaries	$188,300	$420,900	$875,200	$463,500	$1,947,900	45%
Benefits	$36,000	$84,600	$159,600	$151,500	$431,700	10%
Retirement	$13,700	$37,000	$77,800	$65,900	$194,400	5%
Operating Expenses	$351,200	$160,700	$644,200	$582,900	$1,739,000	40%
Total	$589,200	$703,200	$1,756,800	$1,263,800	$4,313,000	100%

Current funding levels compared to national benchmarks

The National Recreation and Park Association tracks key indicators of an agency's financial health and efficiency which can guide agency staff to better meeting the important park and recreation needs of their community. The 2020 NRPA Agency Performance Review, presents an excellent collection of park and recreation benchmarks to gauge the level of investment the City of Montebello is currently making in its park and recreation system. While this is a good tool, it is not intended to be a set of national standards, but simply one way of evaluating available resources and financial performance. Unique park and recreation agencies across the United States (1,053) contributed by reporting their data. The review presents data for typical, similarly sized organizations as Montebello using ranges from low to high and the median data available.

Assumptions were made based on estimated minimal growth. As a result, the current population in 2020 of 62,053 was used for this analysis. The City's FY 20/21 adopted budget for expenses was used, although actuals for this FY are expected to vary due to the Pandemic. Revenues were from FY 2018/19 (pre-COVID-19 Pandemic).

Table II-C-4 below demonstrates several ways to gauge the efficiency and financial health of the department. Below is an explanation and analysis of each of the key measurements.

Table II-C-4: Operating measurements compared to benchmarks

Operating Measurement	Montebello	Benchmark
Operating Expenditures per Capita	$76.41	$88.53
Full Time FTE (Equivalents) per 10,000 residents*	5.8	9.3
Revenues to Operating Expenditures	13.4%	28.2%
Residents per Park	5,641	2,523
Acres of Parkland per 1,000 residents	1.3**	7.7
Distribution of Funds within the Department	Administration/ Other – 22%, Recreation – 44%, Operations – 32%.	Administration/ Other – 13%, Recreation – 43%, Operations – 44%.
Operating Expenditures per Acre of park land	$15,043	$7,891

Operating Expenditures per FTE	$48,305	$91,080
Per Capita Revenues from Recreation	$8.48***	$21.97

*Includes part-time staff hours along with full-time positions
**Standard recommended at 4.0 acres per 1,000
*** Data used from 2018/19 – pre-Covid-19 Pandemic

Operating expenses per capita
This measures the investment per resident made by the City. The range of operating expenses per capita is from $52.91 to $156.90 for typical agencies that serve a population similar to Montebello. The investment of $76.41 is lower than what a typical agency would spend for a high-quality parks and recreation program. Because revenues are also on the low side of what a typical agency recovers, opportunities for program expansion, creative and novel programs are limited without additional funding. Staff workload is also adversely affected as was reported in the staff and public input process. An increase in budgeted resources of approximately 15% is needed to bring the Department to the investment a typical agency makes.

Full Time FTE (equivalents) per 10,000 residents
Typical agencies employ a range from 4.5 FTE on the lower quartile to 17.2 FTE per 10,000 residents on the upper quartile. The median is 9.3 FTE per 10,000 residents. Montebello's FTE per 10,000 residents of 5.8 is low, affecting workloads. Approximately $360,000 is allocated during a typical year for part time and seasonal, hourly employees. A factor of $20.00 per hour was estimated, leading to an additional 9 FTE. An additional increase of approximately $150,000 to $200,000 and an additional $60,000 in associated payroll costs for PT labor is recommended to bring the department close to the median.

Revenues to operating expenditures
Comparing revenues to direct operating expenditures is one way to evaluate the efficiency of the organization by looking specifically at cost recovery. Typical agencies recover 13.7% on the lower quartile to 49.7 on the higher quartile. Montebello's total cost recovery of 13.4% suggests either a need to expand revenues or decrease expenditures. In this case, this percentage is more likely tied to lower revenues. An increase in revenues of over $600,000 per year would bring the department close to the median which seems impractical in the near term given the economic issues related to the Pandemic.

Residents per park
Residents per park measures the density of park use and thus the quality of the park experience. Currently, the density in Montebello is 5,641 residents per park. Typical agencies provide parks that range from 1,560 residents per park to 4,518 residents per park. Additional park space is needed to reduce the density and subsequent unit costs of park maintenance tasks.

Acres of park space per 1,000 residents
This measure addresses access to available park space. Currently, the City provides 1.3 acres per 1,000 and a goal is recommended in this plan of 4 acres per 1,000. This measure suggests a need in the future to acquire and operate ~168 acres of additional park space.

Table II-C-5 Park Acreage by Category

Park Category	Size	Acres
Mini Parks	< 2 acres	3.05
Neighborhood Park	<2- 8 acres	37.45
Community Parks + Center	> 8 acres	38.71
Special Use + Regional Park		45.86
Total		125.08

The City's need to increase available park space, as well as decrease the density of use suggests a substantial investment in operating and maintenance costs.

The additional annual operating costs associated with an additional ~168 acres of park land is $2,539,107 at current costs. This assumes a similar make up of mini-parks, neighborhood and community parks, and special use/regional parks. Maintenance and operating costs are typically greater, the smaller the park as efficiencies gained for maintaining large spaces may be lost.

Distribution of funds within the Department

The distribution of funds to administration and recreation divisions, and park operations within the Department is very close to other typical agencies. The differences noted, are accounted for by liability insurance payments debited to administration and not allocated to recreation or operations.

Operating expenditures per acre

The amount executed ($15,953 per acre of park land) to maintain and operate the parks may be related to higher density of use and thus higher labor costs to maintain the parks in a safe, clean and green manner. The diminutive park acreage in the city may eliminate efficiencies gained in larger systems. A typical system may expend between $4,378 per acre on the low end and $20,494 per acre on the high end. Montebello's operating expenditures per acre is healthy and appears reasonable. The 20/21 budget is 9 percent less than was spent in FY 2017/18 for park maintenance.

Operating Expenditures per FTE

This measures the relationship between full-time equivalent positions and department expenditures. The typical agency falls into a range from $69,870 to $120,727 with the median being $91,080. Montebello allocates only $48,305, close to 53% of the median. This limits opportunities for additional creative and novel programs.

Per Capita Revenues from Recreation

A typical department receives between $7.53 and $62.92 per capita. Montebello receives only $8.48 which suggests the Department may be underperforming in the area of revenue generation.

Key Findings

- The Department is generally underfunded in recreation but adequately funded for park maintenance in comparison to other typical agencies and should consider increasing funding if expansion of programs is desired.
- The consensus among recreation staff is that they do a lot with very little. This is confirmed in the financial analysis.
- The Department operates with approximately 9 FTE, less than what a typical agency would have, creating workload concerns among staff.
- Revenues are on an upward trend, increasing 16% from FY 2016/17 to FY 2020/21. Still, the Department should continue to focus on opportunities for revenue generation, sponsorships, etc. This will need to be accomplished concurrently with any increase in the level of services offered.
- Operating expenses have increased 24% from FY 2016/17 to FY 2020/21. This significant increased may have been a result of minimum wage increases and costs associated with California's public employee retirement system.
- The Department should always ensure funding is approved for operations and maintenance when projects are approved.

Current LOS that can be supported by existing funding

Funding for maintenance and operations for the current LOS of 1.3 acres per 1,000 residents appears practical and reasonable as growth is limited. The population estimates in 2030, suggest Montebello will support 64,575 residents and a subsequent need for an additional 10.08 acres of park space resulting in $160,806 in additional annual maintenance costs. To remain above the national median for funding per acre of park land, the current budget would support the current LOS until the population reaches 120,000 which is not likely in the not-so-distant future.

Table II-C-6 Investment per Acre of Park Land

A.	Future Population	120,000
B.	LOS	1.3 acres per 1,000
C.	Current Budget	$1,263,800
D.	National Median	$7,891
E.	Acres of new parkland needed to support future population	A/1,000*B= 156 acres
F.	C/E	$8,096

Accepting deficiencies within the funding source limits

If the City reaches its goal of 4 acres per 1,000 residents without additional resources, (248.21 acres not including the golf course acreage), the allocation for park maintenance would be $5,091.65, well below the national median. The Department may be faced with decisions regarding:

- Consolidation of maintenance routes – perhaps from 5 to 3
- Reduction of horticultural services
- Reduced turf maintenance, perhaps reducing contracted mowing schedules
- Allowing the parks to "go brown", discontinuing irrigation at all but the most important spaces where safety is a concern (sports fields)

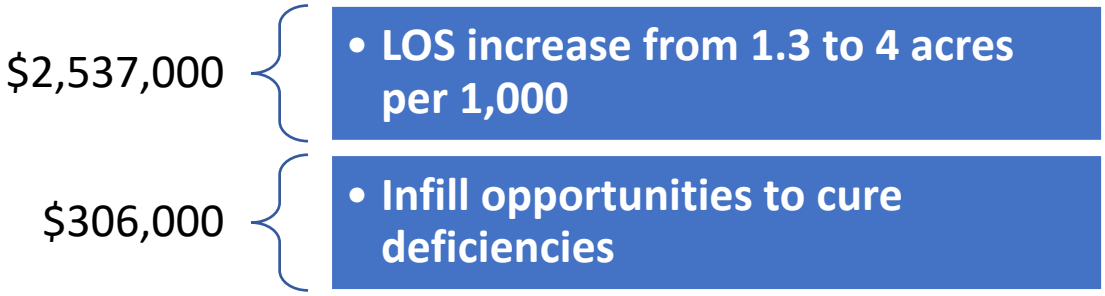
- Intermittent opening of restrooms
- Forgoing investments in sustainable assets such as electric cars

The long-term effects of a "thinning the soup" approach, typically results in deferred maintenance, reduced health of trees and other assets and a less than favorable experience for park users. It should be noted that residents have already voiced concerns over park maintenance in both the public engagement process and the needs assessment survey.

There are a number of opportunities to create efficiencies that include technology upgrades to irrigation systems, allowing additional areas in parks to become "natural areas" requiring less maintenance and sustainable technology that may help.

Meeting LOS and identifying funding needed to meet deficiencies

For purposes of operations and maintenance, the following ongoing, annual funding is required:



Alternative Funding

The City should consider and implement funding sources identified during this Master Plan update. The following provides a summary of most easily used (some are already in use) funding sources to assist with implementation for potential use by Montebello.

It would be beneficial for the City to continue to use and consider any new funding sources identified below to help increase the amount of funding for parks, open space and recreation and achieve the funding necessary to implement the recommendations included in this master plan. A detailed description of each item can be found in appendix II-D.

Traditional Tax and Exactions-Based Funding Resources

- Development Funding
- Development Impact Fees
- Local Improvement Districts
- Park Lands Dedication Ordinance

Traditional Earned Revenue Resources

- Fees and Charges
  - Daily Admission, Annual Pass Sales, and Vehicle Parking Permits
  - Registration Fees
  - Ticket Sales / Admission

Alternative Operations and Capital Loan Mechanisms

- Full Faith and Credit Bonds
- General Obligation Bonds
- Industrial Development Bonds
- Revenue Bonds
- Special Assessment Bonds

Alternative Service Delivery and Funding Structures

- Annual Appropriation / Leasehold Financing
- Commercial Property Endowment Model - Operating Foundation
- Inter-Local Agreements
- New Markets Tax Credit

Partnership Opportunities

- Montebello – San Gabriel YWCA/YMCA
- School Districts
- Medical Centers / Hospitals
- Kiwanis, Optimists, VFWs, Elks, Rotary, & other service / civic organizations
- Chamber of Commerce
- Convention and Visitor's Bureau
- Homeowner or Neighborhood Associations
- Youth Sports Associations
- Public Safety
- The Mexican American Opportunity Foundation
- Ashiya, Japan Sister City
- The Women's Club
- Adult Sports Associations
- Neighboring counties / cities
- Private alternative providers
- Churches (Rentals; Leases)
- Professional Sports (LA Kings) Teams/Organizations
- Amusement Parks (ex. Disney World)
- Senior Citizen Groups (AARP, Silver Sneakers)
- Shop Montebello
- The Latino Diabetes Association
- Commissioners
- Business Community
- The Montebello Historical Society

Community Resources

- Advertising Sales
- Corporate Sponsorships
- Grants
    - Facilities and Equipment Grants
    - General Purpose or Operating Grants
    - Management or Technical Assistance
    - Grants
    - Program-Related Investments
- Naming Rights
- Philanthropic
    - Conservancies
    - Foundations/Gifts
    - Friends Associations
    - Gift Catalogs
    - Volunteers / In-Kind Services
    - Adopt-A-Park or -Trail
- Land and Water Conservation Fund
- Fundraising/Crowdfunding
    - Matching Grants
    - Planning Grants
    - Private Grants and Philanthropic Agencies
    - Program or Support Grants
    - Seed Money or Start-Up Grants
    - Neighborhood Park Watch
    - Irrevocable Remainder Trusts
    - Life Estates
    - Maintenance Endowments
    - Raffling

- Recreational Trails Program (RTP)

Community Services Fees and Assessments

- Capital Improvement Fee
- Development Surcharge/Fee
- Franchise Fee on Cable
- Percent-for-Art Legislation
- Processing / Convenience Fee
- Recreation Service Fee
- Recreation Surcharge Fee on Sports and Entertainment Tickets, Classes, MasterCard, Visa
- Self-Insurance Surcharge
- Signage Fees

Contractual Services

- Cell Towers and Wi-Fi
- Concession Management
- Merchandising Sales or Services
- Private Concessionaires

Permits, Licensing Rights, and Use of Collateral Assets

- Agricultural Leases
- Booth Lease Space
- Catering Permits and Services
- Film Rights
- Land Swaps
- Leasebacks on Recreational Facilities
- Manufacturing Product Testing and Display
- Rental Houses and Buildings for Private Citizens
- Special Use Permits
- Subordinate Easements - Recreation / Natural Area Easements
- Surplus Sale of Equipment by Auction

Funding Resources and Other Options

- Enterprise Funds
- Land Trusts
- Positive Cash Flow
- Cost Avoidance
- State Park Funding Ideas

Cost Saving Measures

- Changing maintenance standards and practices
- Contract renegotiation
- Cost Avoidance

Green Trends and Practices

- Rooftop gardens and park structures
- Use light, water, and motion sensors
- Conduct energy audits
- Update to energy efficient ballasts, motors, appliances
- Use electric and hybrid vehicles
- Develop “Pack It Out” trash program
- Use greywater
- Use solar and wind energy
- Green operating practices

Administrative

- Recycle Office Trash
- Clean offices less frequently
- Go Paperless
- Conserve Resources
- Flex Scheduling
- Virtual Meetings

Operating Standards

- Preventative Maintenance
- Reduce Driving
- Eliminate Environmentally Negative Chemicals and Materials
- Purchase better equipment - less maintenance

Sustainable Stewardship

- Public Education
- Lead by Example
- Monitor and Report Results
- Incorporate Stewardship Principles in all Park and Recreation Services
- Seek Available Grant Funding and Initiative Awards
- Re-analyze and Revised Practices and Standards

SECTION II-D
Traditional & Alternative Funding Sources

Traditional Parks and Recreation Operations and Capital Development Funding Sources

There are a variety of mechanisms that local governments can employ to provide services and to make public improvements. Parks and recreation operating and capital development funding typically comes from conventional sources such as sales, use, and property tax referenda voted upon by the community, along with developer exactions. Operating funds are typically capped by legislation; may fluctuate based on the economy, public spending, or assessed valuation; and may not always keep up with inflationary factors. In the case of capital development, "borrowed funds" sunset with the completion of loan repayment and are not available to carry-over or re-invest without voter approval. Explained below are the salient points of traditional funding sources. Many of these strategies may be currently in use to some extent by your agency.

Traditional Tax and Exactions-Based Funding Resources

General or Operating Fund

Parks and recreation services are typically funded by an agency's General or Operating Fund, which can be comprised of property tax, sales tax, and other compulsory charges levied by a government for the purpose of financing services performed for the common benefit of a community. These funds may also come from resources such as inter-governmental agreements, reimbursements, and interest and may include such revenue sources as franchise taxes, licenses and permits, fees, transfers in, reserves, interest income, and miscellaneous other incomes.

Sin Tax

This revenue source often partially funds public park and recreation agencies and is derived from casinos, tobacco tax and/or marijuana tax (where legalized). Sin tax revenue is somewhat popular in many states (where it is legal) with high traffic tourism agencies and with cities, counties, and state parks. Special Districts many times cannot exact sin taxes, which often calls into question the issue of charging resident and non-resident fee differentials.

Development Funding

Development Impact Fees

Development impact fees are one-time charges imposed on development projects at the time of permit issue to recover capital costs for public facilities needed to serve new developments and the additional residents, employees, and visitors they bring to the community. State laws, with a few minor exceptions, prohibit the use of impact fees for ongoing maintenance or operations costs. Not all states allow the collection of impact fees.

Local Improvement Districts
Different from cities that are direct beneficiaries of these funds, Special Districts (or local improvement districts) are the beneficiaries of pass-through funding from cities or counties, which have responsibility for their interests. Special Districts cannot exact or collect the land dedication or the fee-in-lieu on their own.

Park Land Dedication Ordinance
Park land dedication requirements typically state that all residential subdivisions of land (and often commercial), with some exemptions, are to provide for parks by either dedicating land, paying an in-lieu fee (the amounts may be adjusted annually), or a combination of the two.

Traditional Parks and Recreation Earned Revenue Resources

Fees and Charges

Daily Admission and Annual Pass Sales or Vehicle Permits
Daily and annual pass fees can apply to regional parks and aquatics centers. The consultant team recommends consideration of bulk discount buying of daily admission fees marketed as "monthly, seasonal, 3-month, 6-month, and/or annual passes."

Registration Fees
This revenue source is for participating in programs, classes, activities, and events which typically require pre-registration to ensure a place. These services may or may not have limited space. These participant fees attempt to recover most if not all of the direct expenses and are often revenue positive due to market demand.

Ticket Sales/Admissions
This revenue source is for accessing facilities for self-directed or spectator activities such as splash parks, ballparks, and entertainment activities. Fees may also be assessed for tours, entrance or gate admission, and other activities, which may or may not be self-directed. These user fees help offset operational costs or apply to new projects.

Alternative Parks and Recreation Operations and Capital Development Funding Sources

Alternative funding sources include a variety of different or non-conventional public sector strategies for diversifying the funding base beyond traditional tax-based support. The following is a list of known industry funding practices, potential sources, and strategies, as compiled by GreenPlay. Some of the strategies may currently be used by your agency, but may not be used to maximum effectiveness or capacity. Those that may not currently be used by your agency should be considered for a project's or the operation's specific relevance.

NOTE: *Not every funding mechanism on this list may be allowable by law, as the laws, regulations, statutes, ordinances, and systems of governance vary from city to city, county to county, and state to state. The authority to put forth referenda or institute exactions must be researched for validity within your city and your state, as this list is comprised of the financial practices from across the nation. Some referenda are passed by simple majority of those who vote, while others require a larger percentage to pass. In certain circumstances, referenda are passed by the majority of eligible voters versus just those who vote.*

Loan Mechanisms

Full Faith and Credit Bonds

Bonds that are payable from the general resources of the agency. They are not tied to a specific revenue source, but the payment of principle and interest uses available operating funds.

General Obligation Bonds

Bonded indebtedness issued with the approval of the electorate for capital improvements and general public improvements.

Alternative Service Delivery and Funding Structures

Your agency may already be using some of these strategies.

Annual Appropriation/Leasehold Financing

This is a more complex financing structure that requires use of a third party to act as an issuer of the bonds who would construct the facility and retain title until the bonds are retired. For example, an agency can enter into a lease agreement with the third party with annual lease payments equal to the debt service requirements. The bonds issued by the third party are considered less secure than general obligation bonds of an agency and are therefore more costly. Since a separate corporation issues these bonds, they do not impact an agency's debt limitations and do not require a vote. However, they also do not entitle an agency to levy property taxes to service the debt. The annual lease payments must be appropriated from existing revenues.

Commercial Property Endowment Model – Operating Foundation

John L. Crompton[1] discusses government using the Commercial Property Endowment Model citing two case studies in the United Kingdom and Mission Bay Park in San Diego, California as an alternative structure to deliver park and recreation services. A non-profit organization may be established and given park infrastructure and/or land assets to manage as public park and recreation services along with commercial properties as income-earning assets or commercial lease fees to provide for a sustainable funding source. This kind of social enterprise is charged with operating, maintaining, renovating, and enhancing the public park system and is not unlike a model to subsidize low-income housing with mixed-use developments.

[1] Spring 2010 *Journal of Park and Recreation Administration*, Volume 28, Number 1, pp 103-111

Inter-local Agreements
Contractual relationships could be established between two or more local units of government and/or between a local unit of government and a non-profit organization for the joint usage/development of sports fields, regional parks, or other facilities.

Partnership Opportunities

Partnerships are joint development funding sources or operational funding sources between two separate agencies, such as two government entities, a non-profit and a government agency, or a private business and a government agency. Two partners jointly develop revenue producing park and recreation facilities and share risk, operational costs, responsibilities, and asset management based on the strengths and weaknesses of each partner.

Creating synergy based on expanded program offerings and collaborative efforts can be beneficial to all providers as interest grows and people gravitate to the type of facility and programs that best suit their recreational needs and schedules. Potential strategic alliance partnerships where missions run parallel, and mutually beneficial relationships can be fostered and may include the following:

- YMCA
- School Districts
- Medical Centers or Hospitals
- Kiwanis, Optimists, VFWs, Elks, Rotary, and other service and civic organizations
- Chamber of Commerce
- Convention and Visitor's Bureau
- Homeowner or Neighborhood Associations
- Youth Sports Associations
- Adult Sports Associations
- Neighboring counties/communities
- Private alternative providers
- Churches
- Professional Sports Teams/Organizations
- Amusement Parks (example Disney World)
- Senior Citizen Groups (AARP, Silver Sneakers)

Community Resources

The following subsections summarize research findings on potential funding sources that could enhance capital expenditures for capital repair, renovation, and new construction and operating budgets for an agency. These findings do not recommend any particular funding strategy over another. The economic conditions within the service area may vary with time, and your agency should explore the best means of achieving its goals toward the operations of the agency, the programs, and the facilities on an ongoing basis.

Advertising Sales

Advertising sales are a viable opportunity for revenue through the sale of tasteful and appropriate advertising on items such as program guides, scoreboards, dasher boards, and other visible products or services. This could be a viable strategy in the future if appropriate opportunities present themselves, such as the acquisition of scoreboards, etc. Current sign codes should be reviewed for conflicts or appropriate revisions.

Corporate Sponsorships

An agency can solicit this revenue-funding source itself or work with agencies that pursue and use this type of funding. Sponsorships are often used for programs and events where there are greater opportunities for sponsor recognition (greater value to the sponsor).

Fundraising

Many park and recreation agencies have special fundraisers on an annual basis to help cover specific programs and capital projects. This can include selling bricks, benches, pavers, tiles, and commemorative tree plantings, etc.

Crowdfunding

Crowdfunding is the practice of funding a project or venture by raising many small amounts of money from a large number of people, typically via the Internet. Park and Recreation agencies are beginning to incorporate crowdfunding efforts alongside traditional fundraising strategies. NRPA has implemented a Fund Your Park crowdfunding platform. It's free to members, donations are tax deductible and you have all the support you need from NRPA staff. *Source: Kara Kish, MPA, CPRE, CPSI, article in Parks and Recreation Magazine, December 2015. www.NRPA.org*

Grants

Grants often supplement or match funds that have already been received. For example, grants can be used for program purposes, information technology infrastructure, planning, design, seed money, and construction. Due to their infrequent nature, grants are often used to fund a specific venture and should not be viewed as a continuous source of funding.

Facilities and Equipment Grants

These grants help buy long-lasting physical assets, such as a building. The applicant organization must make the case that the new acquisition will help better serve its clients. Fund providers considering these requests will not only be interested in the applicant's current activities and financial health, but they will also inquire as to the financial and program plans for the next several years. Fund providers do not want allocate resources to an organization or program only to see it shut down in a few years because of poor management.

General Purpose or Operating Grants

When a grant maker gives an operating grant, it can be used to support the general expenses of operating. An operating grant means the fund provider supports the overall mission and trusts that the money will be put to good use. Operating grants are generally much harder to procure than program or support grants.

Management or Technical Assistance Grants

Unlike most project grants, a technical assistance grant does not directly support the mission-related activities of an agency. Instead, they support management or administration and the associated fundraising, marketing, and financial management needs.

Program-Related Investments (PRIs)—In addition to grants, the Internal Revenue Service allows foundations to make loans—called Program-Related Investments (PRIs)—to nonprofits. PRIs must be for projects that would be eligible for grant support. They are usually made at low or zero interest. PRIs must be paid back to the grant maker. PRIs are often made to organizations involved in building projects.

Matching Grants

Many grant makers will provide funding only on the condition that an amount equal to the size of the grant can be raised from other sources. This type of grant is another means by which foundations can determine the viability of an organization or program.

Planning Grants

When planning a major new program, an agency may need to spend a good deal of time and money conducting research. A planning grant supports this initial project development work, which may include investigating the needs of constituents, consulting with experts in the field, or conducting research and planning activities.

Private Grant and Philanthropic Agencies

Many resources are available which provide information on private grant and philanthropic agency opportunities. A thorough investigation and research on available grants is necessary to ensure mutually compatible interests and to confirm the current status of available funding. Examples of publicly accessible resources are summarized below.

- Information on current and archived Federal Register Grant Announcements can be accessed from The Grantsmanship Center (TGCI) on the Internet at: http://www.tgci.com.
- Another resource is the Foundation Center's RFP Bulletin Grants Page on Health at: http://foundationcenter.org.
- Research www.ecivis.com for a contract provider of a web-based Grants Locator system for government and foundation grants specifically designed for local government.

Program or Support Grants

A program or support grant is given to support a specific or connected set of activities that typically have a beginning and an end, specific objectives, and predetermined costs. Listed below are some of the most common types of program or support grants:

Seed Money or Start-up Grants

These grants help a new organization or program in its first few years. The idea is to give the new effort a strong push forward, so it can devote its energy early on to setting up programs without worrying constantly about raising money. Such grants are often for more than one year, and frequently decrease in amount each year.

Land and Water Conservation Fund

This fund was reauthorized by Congress in December in 2019. Generally the funding allocated to states is (through the State and Local Assistance Program) for outdoor recreation land acquisition and facility development is anticipated to rise. Every state runs their State and Local Assistance Program in a slightly unique manner, so we encourage any municipal or county parks personnel interested in LWCF to contact their LWCF State Liaison Officer (typically someone at a state's department of fish and game, environmental protection, or conservation and recreation) for more information.

Naming Rights

Many agencies throughout the country have successfully sold the naming rights for newly constructed facilities or when renovating existing buildings. Additionally, newly developed and renovated parks have been successfully funded through the sale of naming rights. Generally, the cost for naming rights offsets the development costs associated with the improvement. People incorrectly assume that selling the naming rights for facilities is reserved for professional stadiums and other high profile team sport venues. This trend has expanded in recent years to include public recreation centers and facilities as viable naming rights sales opportunities.

Naming rights can be a one-time payment or amortized with a fixed payment schedule over a defined period of time. During this time, the sponsor retains the "rights" to have the park, facility, or amenity named for them. Also during this time, all publications, advertisements, events, and activities could have the sponsoring group's name as the venue. Naming rights negotiations need to be developed by legal professionals to ensure that the contractual obligation is equitable to all agents and provides remedies to change or cancel the arrangements at any time during the agreement period.

Philanthropic

Philanthropy can be defined as the concept of voluntary giving by an individual or group to promote the common good and to improve the quality of life. Philanthropy generally takes the form of donor programs, capital campaigns, and volunteers/in-kind services.

The time commitment to initiate a philanthropic campaign can be significant. If an agency decides to implement a capital fundraising campaign and current resources that could be dedicated to such a venture are limited, it may be recommended that the agency outsource some or most of this task to a non-profit or private agency experienced in managing community-based capital fundraising campaigns. Capital campaigns should be limited to large-scale capital projects that are desired by the community but for which dedicated funding is not readily available.

Foundation/Gifts

These dollars are received from tax-exempt, non-profit organization. The funds are private donations in promotion of specific causes, activities, or issues. They offer a variety of means to fund capital projects, including capital campaigns, gifts catalogs, fundraisers, endowments, etc.

Friends Associations

These groups are typically formed to raise money for a single purpose that could include a park facility or program that will benefit a particular special interest population or the community as a whole.

Gift Catalogs
Gift catalogs provide organizations the opportunity to let the community know what their needs are on a yearly basis. The community purchases items from the gift catalog and donates them to an agency.

Volunteer Programs/In-Kind Services
This revenue source is an indirect source in that persons donate time to assist an agency in providing a product or service on an hourly basis. This reduces cost in providing the service, plus it builds advocacy for the system. To manage a volunteer program, an agency typically dedicates a staff member to oversee the program for the entire agency.

Adopt-a-Park/Adopt-a-Trail
Programs such as adopt-a-park may be created with and supported by the residents, businesses, and/or organizations located in the park's vicinity. These programs allow volunteers to actively assist in improving and maintaining parks, related facilities, and the community in which they live.

Neighborhood Park Watch
As a way to reduce costs associated with vandalism and other crimes against property, an agency may consider a neighborhood park watch program. This program develops community ownership of an agency's facilities.

Gifts in Perpetuity

Irrevocable Remainder Trusts
These trusts are set up with individuals who typically have more than a million dollars in wealth. They will leave a portion of their wealth to an agency in a trust fund that allows the fund to grow over a period of time and then is available to use a portion of the interest to support specific park and recreation facilities or programs that are designated by the trustee.

Life Estates
This revenue source is available when someone wants to leave their property to an agency in exchange for their continued residence on the property until their death. An agency can usually use a portion of the property for park and recreational purposes, and then use all of it after the person's death. This revenue source is very popular for individuals who have a lot of wealth and their estate will be highly taxed at their death. Their benefactors will have to sell their property because of probate costs. Life Estates allow individuals to receive a good yearly tax deduction on their property while leaving property for the community. Agencies benefit because they do not have to pay for the land.

Maintenance Endowments
Maintenance Endowments are set up for organizations and individuals to invest in ongoing maintenance improvements, and infrastructure needs of specific/targeted facilities. Endowments retain money from user fees, individual gifts, impact fees, development rights, partnerships, conservation easements, and for wetland mitigations.

Raffling
Some agencies offer annual community raffles, such as purchasing an antique car that can be raffled off in contests.

Community Service Fees and Assessments

Capital Improvement Fees
These fees are on top of the set user rate for accessing facilities such as sport and tournament venues and are used to support capital improvements that benefit the user of the facility.

Development Surcharge/Fee
Some agencies have added a surcharge on every transaction, admission, or registration to generate an improvement or development fund.

Franchise Fee on Cable
This would allow an agency to add a franchise fee on cable designated for parks and recreation. The normal fee is $1.00 a month or $12.00 a year per household. Fees usually go toward land acquisition or capital improvements.

Percent-for-Art Legislation
Percent-for-art legislation dedicates a percentage (usually .5 to 2) of publicly funded capital improvement projects (CIP) for art in public places, usually in, on, or adjacent to the project, building, or park being constructed or improved. This guarantees funding for public art projects and that public art projects will be planned with each new improvement. This can also be conceived as an Art-in-the-Park program.

Processing/Convenience Fees
This is a surcharge or premium placed on electronic transfers of funds, automatic payments, or other conveniences.

Recreation Service Fee
The Recreation Service Fee is a dedicated user fee that can be established by a local ordinance or other government procedure for the purpose of constructing and maintaining recreation facilities. The fee can apply to all organized activities that require a reservation of some type, or other purposes as defined by an agency. Examples of such generally accepted activities that are assigned a service fee include adult basketball, volleyball, and softball leagues; youth baseball, soccer, and softball leagues; and special interest classes. The fee, above and beyond the user fee, allows participants to contribute toward the construction and/or maintenance of the facilities being used.

Recreation Surcharge Fees on Sports and Entertainment Tickets, Classes, MasterCard, Visa
This fee is a surcharge on top of the regular sports revenue fee or convenience fee for use of MasterCard and Visa. The fee usually is no more than $5.00 and is usually $3.00 on all exchanges. The money earned would be used to help pay off the costs of improvements or for operational purposes.

Self-Insurance Surcharge
Some agencies have added a surcharge on every transaction, admission, or registration to generate a self-insured liability fund.

Signage Fees
This revenue source charges people and businesses with signage fees at key locations with high visibility for short-term events. Signage fees may range in price from $25-$100 per sign based on the size of the sign and location.

Contractual Services

Cell Towers and Wi-Fi
Cell towers sited in strategic park locations are another potential source of revenue that an agency may consider. Typically, agencies engage in this service as a means of enhancing overall operational cost recovery.

Another type of revenue for a facility or complex can come from providing sites for supporting Wi-Fi technology. In California, the State Park System is providing wireless internet access and is charging $7.95 for 24 hours of connectivity (approximately $.33 per hour) within its service area. They have connected 85 state parks with SBC Communications. For more information, contact California State Parks at www.parks.ca.gov. [2015/16 update: It is unclear whether CA is still charging for this service; this is being further researched]

Concession Management
Concession management is the retail sale or rental of soft goods, hard goods, or consumable items. Through contracting, the agency either receives a percentage of the gross sales or the net revenue dollars from the revenue above direct expenses. Net proceeds are generally more difficult to monitor.

Merchandising Sales or Services
This revenue source comes from the public or private sector on resale items from gift shops, pro-shops, restaurants, concessions, and coffee shops for either all of the sales or a defined percentage of the gross sales. Typically, agencies engage in this type of service as a convenience to their patrons and as a means of enhancing overall operational cost recovery.

Private Concessionaires
Contracts with private sector concessionaires provide resources to operate desirable recreational activities. These services are typically financed, constructed, and operated by a private business or a non-profit organization with additional compensation paid to an agency.

Permits, Licensing Rights and Use of Collateral Assets

Agricultural Leases
In some agency parks, low land property along rivers, or excess land may be leased to farmers for crops.

Booth Lease Space
Some agencies sell booth space to sidewalk vendors in parks or at special events for a flat rate or based on volume of product sold. The booth space can also be used for sporting events and tournaments.

Catering Permits and Services
This is a license to allow caterers to work in the system on a permit basis with a set fee or percentage of food sales returning to the agency. Also, many agencies have their own catering service or an authorized provider list and receive a percentage of dollars from the sale of food.

Filming Rights
Many agencies issue permits so that park sites may be used for commercial film and photography activities. The production company pays a daily fee for the site plus the loss of revenue the agency would incur during use of the community space.

Land Swaps
An agency may trade property to improve access or protection of resources. This could include a property gain by the agency for non-payment of taxes or a situation where a developer needs a larger or smaller space to improve its profitability. The agency would typically gain more property for more recreation opportunities in exchange for the land swap.

Leasebacks on Recreational Facilities
Many agencies do not have adequate capital dollars to build desired revenue-producing facilities. One option is to hire a private investor to build the facility according to the specifications requested with the investment company financing the project. An agency would then lease the property back from the investor over 20+ years. This can be reversed whereby an agency builds the facility and leases to a private management company who then operates the property for a percentage of gross dollars to pay off the construction loans through a subordinate lease.

Manufacturing Product Testing and Display or Research
An agency may work with specific manufacturers to test their products in a park, recreation facility, or in a program or service. The agency may test the product under normal conditions and report the results back to the manufacturer. Examples include lighting, playground equipment, tires on vehicles, mowers, irrigation systems, seed & fertilizers, etc. The agency may receive the product for free but must pay for the costs of installation and for tracking results. Research Fees may be charged to allow research to occur on park lands or related to equipment used at Parks. Companies may pay to have their equipment installed and tested to prove durability and user satisfaction. Product Placement fees may also be an option – having a company not only donate their equipment but also pay a fee to have their equipment used at a public facility.

Rentals of Houses and Buildings by Private Citizens
Many agencies will rent out facilities such as homes to individual citizens for revenue purposes.

Special Use Permits
Special permits allow individuals to use specific park property for financial gain. The agency receives either a set amount of money or a percentage of the gross service provided.

Subordinate Easements – Recreation/Natural Area Easements
This revenue source is available when an agency allows utility companies, businesses, or individuals to develop some type of an improvement above ground or below ground on its property. Subordinate easements are typically arranged over a set period of time, with a set dollar amount that is allocated to the agency on an annual basis.

Surplus Sale of Equipment by Auction
Agencies often have annual surplus auctions to get rid of old and used equipment, generating additional income on a yearly basis.

Enterprise Funds

These funds establish business units that are self-sustaining through fees and charges. Debt service and all indirect costs should be allocated or attributed to enterprise funds. Any excess revenue generated is maintained by the fund for future needs and cannot be used by another fund or department. Examples include premier sports tournament complexes.

Other Options

Land Trusts
Many agencies have developed land trusts to help secure and fund the cost of acquiring land that needs to be preserved and protected for greenway purposes. This may also be a good source for the acquisition of future lands.

Positive Cash Flow
Depending on how aggressively an agency incorporates marketing and management strategies, there may be a positive fund balance at the end of each year. While current facilities, projections, and fee policies do not anticipate a positive cash flow, the climate can change. The ending positive balance could be used, for example, to establish a maintenance endowment for agency recreation facilities, to set aside funds for capital replacement and/or repair, or to generate a fund balance for contingency or new programming opportunities.

Cost Saving Measures

In addition to aligning cost recovery with goals, charging appropriate fees, and using traditional and alternative funding mechanisms, several cost saving measures can improve the overall cost recovery picture for an agency.

Change Maintenance Standards/Practices

- Add one extra day onto the mowing interval; thus reducing the amount of mowing in a season.
- Evaluate and determine actual maintenance needs and schedules for upkeep of different facilities and landscape features/types. Based on needs, evaluate resource needs (equipment, staff, etc.) and production rates of staff/equipment for the system's regularly occurring maintenance work and prioritize maintenance program needs, schedules and relevant resource allocations.
- Consider turf management strategies by turf use/wear – high intensity use and maintenance needs (such as sports fields) versus low intensity use areas such as lawns along the edge of a woodlot or roadway – there are usually areas of turf that are regularly maintained because "they have always been mowed"; by changing the maintenance strategy to not mowing or not regularly mowing such areas, less time/resources need to be dedicated to mowing overall.
- Naturalizing areas of lawn where you don't need lawn is a "going green" type of practice that also reduces maintenance needs/costs.
- Buildings/Facilities
    - Evaluate needs and consider in-house versus contracted maintenance workers for different needed services/trades.
    - Standardize equipment, fixtures, and relevant materials.
    - Are some facilities in such disrepair that continuing to throw limited funding on "band-aids" no longer practical?
    - In designing new facilities, are simple sustainability factors being vetted (such as orienting the building to maximize solar gain to reduce lighting and heating costs)?
- Add energy efficient fixtures, low flow water fixtures, eliminate throw away products like paper towels and replace with energy efficient hand dryers.
- Strategically locate trash and recyclable containers to reduce cost of having staff empty these and spend time picking up trash/recyclables that are not properly placed by patrons.
- Reduce cleaning frequency of office spaces and centralize trash and recyclables into one location in employee work areas to save on costs of related to housekeeping.
- Consider having staff complete multiple tasks at the same time – emptying recyclables and trash at the same time as doing rounds or inspections.
- Educate users to better utilize existing facilities and resources to cut down costs – clean up after themselves.
- Equipment and Supplies
    - Purchase better equipment that last longer and requires less maintenance – saving money on the front end does not always result in cost savings overall.
    - Standardize equipment (such as vehicles, grounds equipment and tools, etc.) as a way to increase efficiency in training staff to use it, and as a means to simplify and reduce costs associated with parts inventory and maintenance/repair programs (ex. Mechanic places one order for 10 air filters for 1 type of lawnmower and gets bulk price from one vendor, versus ordering 10 different filters for 10 different mowers, from multiple vendors and keeping track of it all)
    - Consider leasing vehicles or other heavily used equipment - it can be more cost effective for an organization to lease vehicles or equipment and rotate their fleet regularly versus allocating resources to maintain and repair aging fleets of old, well used vehicles/equipment that have higher likelihood of breakdowns and associated loss of production time.

- Use volunteers to assist with housekeeping and maintenance.
- Solicit in-kind donation of time and services in exchange for maintenance assistance

Contract Re-negotiate or Re-bid

At every opportunity, review contracts to assure you are not paying more than you have to, or are receiving the maximum amount of revenue possible.

Cost Avoidance

An agency must maintain a position of not being everything for everyone. It must be driven by the market and stay with its core businesses. By shifting roles away from being a direct provider of facilities, programs, or services, an agency may experience additional savings. This process is referred to as *cost avoidance*. The estimated savings could be realized through partnering, outsourcing, or deferring to another provider in the provision of a service and/or facility. One example is purchasing in bulk.

Greening Trends

Rooftop Gardens and Park Structures

Rooftop gardens create respites in a densely built environment and help reduce the urban heat island effects. In addition, the lack of availability and affordability of urban real estate has continued the trend of parks built over structures such as parking garages and other structures.

Green Practices

- Use light, water, and motion sensors
- Conduct energy audits
- Update to energy efficient ballasts, motors, appliances
- Use electric and hybrid vehicles
- Develop “Pack It Out” trash program
- Use greywater
- Use solar and wind energy
- Implement green operating practices

Many agencies miss the easiest green practices in their everyday operating procedures and policies. These include administrative procedures, best operating standards, and sustainable stewardship performance measures. Many of the industry best practices outlined below (***Table 1***) may be currently and successfully employed by your agency.

Table 1: Green Practices Focus Area and Action Step

Focus Area	Action Step
Administrative	• Recycle Office Trash (consolidate trash and recyclables to one common location – reduce cost to empty containers in each office) • Clean offices weekly instead of daily • Go Paperless • Conserve Resources • Flex Scheduling • Virtual Meetings

Operating Standards	• Preventative Maintenance • Reduce Driving • Eliminate Environmentally Negative Chemicals and Materials • Recycling in Parks • Purchase better equipment and supplies that require less maintenance and are more durable
Sustainable Stewardship	• Re-analyze and Revised Practices and Standards • Monitor and Report Results • Lead by Example • Public Education - agencies should lead by example teaching the public a little bit about what green practices actually are and how they might be able to incorporate some of the same features (maybe raingardens or LED lighting) in their own home to help conserve our shared natural resources. • Incorporate Stewardship Principles in all Park and Recreation Services • Seek Available Grant Funding and Initiative Awards

APPENDIX III
Meetings & Surveys

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SECTION III-A
Outreach Plan

CITY OF MONTEBELLO

PARKS MASTER PLAN

Public Outreach Strategies Plan

In partnership with: ktua

April 2020 DRAFT

Parks Facilities Master Plan: Public Outreach Strategies Plan Overview

The City of Montebello (City) Park Facilities Master Plan (MPFMP) is a comprehensive planning effort that will provide a clear set of goals, policies, and objectives for the Recreation and Community Services Department. The MPFMP will include an extensive existing conditions inventory of all parks and facilities, an analysis on accessibility to and from park facilities, a community needs assessment, list of prioritized recommendations, assessments on funding, operations, and maintenance, and site-specific conceptual designs.

The City is committed to making the planning process a collaborative effort with the community, stakeholders, and staff. The City wishes to engage with people through a series of public workshops, surveys, online maps, and other meetings to gather the feedback for the MPFMP.

*There is a section dedicated to alternative forms of community engagement that can take place during the COVID-19 pandemic we're experiencing as of the writing of this outreach plan.

Target Audience

The target audience for the MPFMP is anyone that lives, works, or plays within the City's limits. This outreach plan outlines a diverse set of outreach strategies to ensure the planning process gathers feedback from people of all ages and demographic backgrounds. Additional emphasis will be placed on underserved communities that disproportionately lack easy and comfortable access to parks, open space, and other recreation facilities. The team will develop key messages and outreach strategies to gather feedback, paying particular attention to the Hispanic/Latino community. The team will also use the City's database of previous resident and stakeholder involvement to maximize outreach.

Community Outreach Plan Strategies and Materials

The following tasks will be completed during the development of the MPFMP:

1. Coordinate with City on compiling list of stakeholders;
2. Conduct City staff meetings;
3. Prepare flyers, hand-outs, and other community outreach announcements;
4. Create an ESRI Storymap for the MPFMP;
5. Distribute a statistically-valid survey;
6. Conduct three (3) citywide community workshops;
7. Conduct three (3) neighborhood-specific workshops; and
8. Compile public participation comments into a summary report.

A variety of outreach materials will be designed to maximize community engagement. Because of Montebello's diverse population, all outreach materials will be designed in both English and Spanish. Materials that will be created include:

» Flyers, post cards, and/or press releases

» Printed maps and surveys

» Online maps and surveys

» Interactive outreach exhibits

» Other as-needed workshop exhibits and presentations

Materials and announcements will be approved by the City at all times and will be posted to appropriate City and stakeholder communication outlets such as social media pages, City website and newsletters, mobile neighborhood apps, and the MPFMP's Story Map.

Project Branding

Project branding will be created for all outreach materials and presentations. The branding will be based on the City's official logo, including approved fonts and colors. A unique project logo will be used for all outreach materials to promote project familiarity throughout the planning process.



Project logo (draft)



Project colors (draft)

Project Surveys

The MPFMP will include a series of surveys that will provide the team both general and detailed understanding of the City's existing parks, facilities, and programs.

Post-Workshop Surveys

The Post-Workshop surveys will be designed to allow community members and stakeholders that were not available to attend a workshop an opportunity to provide feedback on the topics covered at the workshop. The surveys will be accessible through the MPFMP's Story Map. The Story Map will also provide access to workshop exhibits, presentations, and other related materials. Announcements through email-blasts and social media can will be made to remind people to participate in the survey.

All surveys and materials will be approved by the City prior to publishing online.

Statistically Valid Survey

The team recommends the use of a statistically valid survey because these results will provide a broader cross-section understanding of the community's needs and wants. While stakeholder meetings, focus groups, and public meetings allow the team to draw in interested parties and users, a statistically-valid survey is the only defensible source that provides feedback from people that may not necessarily use parks and recreation facilities.

The team will work with RRC Associates (RRC) to create a survey of three to four pages in length (including a cover letter) to be mailed to approximately 3,000 randomly selected households in the City. The survey will provide critical information in determining community values, satisfaction levels, needs and priorities, preferred marketing channels, level of awareness, current usage levels, and demographic information for long-range planning efforts. Citizens will be given the option of either completing the mailed survey form or accessing the survey online using an individual pass-code (included in the mailed survey) assigned to each household. RRC frequently uses this technique for parks, recreation, and community surveys and finds it to be effective in maintaining the random sample while also increasing response opportunities.

The team will ask questions about what types of programs, facilities, and services residents want in their parks and facilities. Questions regarding current level of usage, primary providers of services, alternative providers, quality and satisfaction levels with existing services and facilities, priorities, level of awareness of city-operated programs and facilities, and willingness to pay for new services and facilities will also be included.

To help improve response rates, the team will ask the City to assist with marketing and creating public awareness of the survey through media and other appropriate communication channels.

Once the survey is closed, RRC will compare the demographics of the statistically valid sample to that of the City (using U.S. Census Bureau American Community Survey 5-year estimates). If the two do not track closely, RRC will weight the invitation sample by key demographic variables to more closely match the demographic profile of Montebello. The results will be summarized and infographics will be created using the data received from the survey. This summary also includes comparing invitation sample results to those from the open link sample and evaluating results by other key items of interest such as location of residence, whether or not children are present in the household, and age of the respondent.

Online Map Survey

An interactive online map survey will also be made available to the public and stakeholders through the MPFMP's online Story Map website. This online map will allow users to navigate to the park or recreation facility they want to provide feedback on. A user will be able to drop a point and type their comments. This type of input provides the team a geo-referenced source of information that can be used for general understanding and analyses.

Community Workshops Types and Timeline

The MPFMP includes three (3) citywide community workshops and three (3) neighborhood-specific workshops throughout the planning process. The workshops can be designed in a few different styles to best match the needs of the City and community. The project team will complete the required six (6) workshops but can remain flexible through the planning process on the specific type of community workshops that will be conducted.

Standard Community Workshops

The project team can schedule three (3) standard community workshops to support the MPFMP. These community workshops will be scheduled at three appropriate milestones in planning process to help the team and the City make informed decisions. The first workshop will ask the community to comment on the project's vision, goals, existing conditions and issues, and the project's overall planning process. The information gathered at the first workshop will supplement the data collected during the team's inventory exercise for each park and facility.

The second workshop will concentrate on the level of service for population-based standards, the assessment of amenity needs and standards based on populations, and the verification of park and amenity prioritization. Possible solutions that should be considered for addressing all equity and park deficiencies will also be presented. Workshop activities and polling methods will be used to ascertain these solutions and to gauge these priorities.

The third workshop will center on the strategies for expanding, infilling or developing parks as well as adding amenities in existing or proposed parks. A series of key major recommendations will be presented and the public will have the opportunity to weigh in on these ideas at the workshop as well as through follow up surveys. Another end result of the workshop will be the prioritization of three new or redeveloped parks that will be taken into a subsequent phase of analysis and recommendations.

The team will prepare and provide all workshop-related materials such as a presentations, large-scale aerial maps, infographics, and other necessary exhibits. Furthermore, the team will coordinate with the City on identifying the three best locations for the workshops. For example, the workshops can take place at a centrally-located facility such as a library or community center to provide clarity in meeting location. Alternatively, the workshops can take place in two or three different locations to provide geographically equitable opportunities for the community.

The following summary describes two community workshop formats that may be used for the MPFMP.

Option 1: Open House with Presentation (1.5-2 hours)

» Fifteen minute presentation (typically ten minutes after the official start time of the workshop to account for people signing in, snacks, etc.).

→ Presentation will cover project goals, schedule, and workshop activities. Questions are answered once the presentation is complete and on a one-on-one basis to avoid any soapboxing from attendees.

→ Exhibits and tables will be available for comments and input.

» Attendees come and go as they feel necessary. Staff and KTUA are present to answer questions.

Pros: Less intimidating for attendees and allows them to provide comments however they wish. Does not require a time commitment to those that may just be passing by unless they want to see a presentation.

Cons: May not provide ample person-to-person interactions and discussions.

Option 2: Interactive Workshop (1.5-2 hours)

» Fifteen minute presentation (typically ten minutes after the official start time of the workshop to account for people signing in, snacks, etc.).

→ Presentation will cover project goals, schedule, and workshop activities. Questions are answered once the presentation is complete and on a one-on-one basis to avoid any soapboxing from attendees.

» Exhibits and tables will be available for workshop activities.

» Workshop includes 1 or 2 table top activities, to be determined with team and city.

Pros: Very interactive and social. Attendees leave knowing they had a direct impact on the project's goals.

Cons: Requires a larger time commitment for attendees. More staff needed for table facilitation.

Sample agenda below:

6:00-6:10	Sign in, snacks, meet and greet
6:10-6:25	Presentation
6:25-6:45	Activity #1 To be determined by City and project team. Each table facilitated by City and project team.
6:45-7:00	Each table reports back their finding to the group
7:00-7:20	Activity #2 To be determined by City and project team. Each table facilitated by City and project team.
7:20-7:35	Report back to the group
7:35-8:00	Attendees can continue to view exhibits or talk to City staff and KTUA one-on-one. This also allows extra time in case groups take a little longer to provide comments.

Special Event Pop-up Workshops

The MPFMP team can conduct pop-up workshops at established community festivals, high-attendance events, or at community-based locations to gather input from those who would not necessarily attend standard community workshops. Having team members present at a community event is a great opportunity to directly interact with residents and to collect hundreds of comments or surveys.

**Detailed information on potential pop-up workshops will be provided once COVID-19 Federal, State, or regional health guidelines on social gatherings are lifted.*

Potential Design Workshop Schedule

The following workshop schedules are suggestions on where and when to host workshops. Actual locations and times will be determined with City staff.

Combination #1: Standard Workshops at Same Location

Event Name	Date	Time	Location
Workshop #1	TBD	TBD	TBD
Workshop #2	TBD	TBD	TBD
Workshop #3	TBD	TBD	TBD

Combination #2: Standard Workshops at Different Locations

Event Name	Date	Time	Location
Neighborhood Workshop #1	TBD	TBD	TBD
Neighborhood Workshop #2	TBD	TBD	TBD
Neighborhood Workshop #3	TBD	TBD	TBD

Stakeholder Outreach

Stakeholder outreach will be based on individuals or groups, both at the City and resident level, related to parks, recreation, open space, recreation, transportation, and land use planning. Communication will include a combination of interviews, focus group meetings, and general online announcements.

Our team will support Greenplay in conducting focus group meetings with appropriate stakeholders. These focus group meetings will allow Greenplay to gather detailed feedback on specific topics such as programs, maintenance and operations, staffing levels, etc. The feedback received from these group meetings will be summarized and used to help develop project recommendations and priorities.

The team will also ask stakeholders to help promote community workshops and other project announcements by distributing notices via their websites, text message listservs, and/or social media forums.

Potential Stakeholders:

- Montebello Recreation and Community Services Department
- Montebello Planning and Community Development Department
- Montebello Public Works Department
- Montebello Transportation Department
- Montebello Planning Commission
- Montebello Culture and Recreation Commission
- Montebello Youth Commission
- All school districts serving Montebello
- Local sport leagues
- Special interest organizations

City Responsibilities

The City of Montebello will be responsible for following tasks:

» Contact information for stakeholders
» Workshop room reservations and billing
» Social media announcements via City Events calendar
» Community meeting announcements via City Events calendar
» Host MPFMP Story Map website that will include outreach materials
» Mail and collect statistically valid workshop notices
» Food and drinks for workshops (if needed)

Project Team Responsibilities

KTUA will be responsible for the following tasks:

» Develop outreach materials such as flyers, fact sheets, sign in sheets, workshop exhibits, maps etc.
» Contact and schedule stakeholder focus group meetings
» Develop messages for project announcements and newsletters
» Participate and conduct all community workshops
» Provide a community and stakeholder summary at the conclusion of all outreach events.

Contingency Plans Addressing COVID-19 Pandemic

The City's and the team's priority above all is the safety and welfare of the community they represent and work with. The spread of the COVID-19 coronavirus and the pandemic the world is in right now is triggering necessary safety measures regarding public gatherings of any size. As of the writing of this engagement plan, State and local regulations have prohibited all social gatherings of more than 10 people. Discussions will need to take place with the City to decide on how to complete all in-person public engagement for the MPFMP. Public engagement will have to either be paused or shifted to online until it is deemed safe to conduct in-person workshops.

Alternative methods for meaningful community engagement through online tools can be considered to keep the MPFMP moving forward. While nothing can replace in-person engagement, the following strategies and tools can be utilized to gather the feedback needed for the planning process.

Online tools

» GoToMeeting and GoToWebinar
» SurveyMonkey
» ConstantContact
» Esri Story Map and Online Interactive Maps
» Mentimeter
» Facebook Live
» Youtube Live

Strategies: How to use these tools

The MPFMP's scope of work includes six (6) community workshops and several stakeholder meetings/interviews. The KTUA team recommends a combination of the tools listed above if the City wishes to complete these tasks during the COVID-19 health crisis. The following section includes proposed strategies for stakeholder and community engagement.

City Staff / Stakeholder / Focus Group Engagement

The scope of work includes a 2-day period for our planning team to conduct in-person stakeholder interviews that may include key decision makers, staff, partners, and special user group leaders. To complete this task, our team recommends the following:

1. Create an online **Surveymonkey** survey that includes the questions that would have been asked during the in-person interviews.
2. Online survey would be disseminated to appropriate stakeholders.
3. Stakeholders would have two weeks to complete the survey.
4. Team will collect and summarize the responses.
5. Team will schedule **GoToMeetings** and/or **GoToWebinars** to virtually engage with stakeholders.
6. Greenplay and KTUA will lead online discussions based on the input collected from the surveys .
7. Repeat virtual meetings as-needed to manage group sizes and to engage in meaningful discussions.

Additional Notes:

» **GoToWebinar** will be used if a stakeholder meeting exceeds 20 attendees

» Stakeholder and focus group feedback will be used to develop the questions for the MPFMP's statistically valid survey

» Greenplay will also make direct phone calls to City staff or other stakeholders if needed

Citywide Community Engagement

Task Category B in the planning process includes citywide community engagement via three (3) community workshops for the overall master plan and three (3) neighborhood-specific workshops for prioritized projects. The following tools and strategies can be used to replace the in-person workshops:

1. Create **Surveymonkey** surveys that include questions based on the discussion topics planned for each community workshop.
2. Disseminate the survey two weeks prior to the scheduled online workshop via appropriate online communication channels.
3. Workshop presentations and discussions can take place via **GoToWebinar**.
4. Team can include the interactive online polling tool **Mentimeter** to provide other fun means of live community engagement during a **GoToWebinar** workshop.
5. **Facebook Live** or **Youtube Live** can be used in combination with **GoToWebinar** if the City has the available social media accounts, camera, and speaker equipment.
6. People will be continuously directed to the MPFMP 's **Esri Story Map** for project updates, announcements, surveys, and downloadable exhibits.

Moving Forward

The project team and the City will work closely to develop the best strategies for community engagement during this unique time.

SECTION III-B
Stakeholder Interviews

#1

Q1 Please enter your contact information

Name	**Nadine Hernandez**
Department / Organization	**Recreation and Community Services Department**

Q2 What are the strengths of the Recreation and Community Services Department related to parks, trails and recreation facilities/activities that should continue over the next 10 years?

Our department does it's best to accommodate the needs of our community by offering various ongoing programing at our local parks and recreational facilities.

Q3 Conversely, what are some weaknesses that may be addressed through the Department's master plan update?

Rehabilitation of many of our outdate park structures, as well as upkeep of the parks.

Q4 What additional activities or services do you feel should be offered by the Recreation and Community Services Department that are currently not available?

A wider variety of classes at all park locations, most classes are currently limited to only certain locations.

Q5 What new facilities and/or amenities would you like to see the Recreation and Community Services Department provide?

Outdoor exercise equipment at all park locations and a walking trail with padding and makers around the parks. Water splashpads at more of our park locations.

Q6 Are there some areas of the City that are better served than others?

Yes

Q7 What is the most repeated concern you hear from residents?

We have a large concern with the homeless population at some of our parks and get regular call on that. Also, that the park restroom are in very poor condition and are always dirty or have stalls that don't work. Park lights are broken.

Q8 Who are the key partners and stakeholders in the City with regards to assisting with the programs and services offered by the Recreation and Community Services Department?

Respondent skipped this question

Q9 During the next 10 years, what should be the top parks and recreation priorities for the City?

A revamp of each park: which would include new fields, restrooms, play equipment, more lighting, picnic table, sheltered area and more parking.

Q10 Is there anything else you like to add?

We have a great team at the Recreation and Community Services Department who's goal is to make sure that the community has a positive experience when they have participated in any of our programs, rented a facility, enrolled in a class, attended on of our special events or have visited our parks. Updating our parks, facilities and programming would take their experience to the next level.

#2

Q1 Please enter your contact information

Name	**Jacob Castillo**
Department / Organization	**Recreation and Community Services**

Q2 What are the strengths of the Recreation and Community Services Department related to parks, trails and recreation facilities/activities that should continue over the next 10 years?

The Strengths that need to be continued are the programs that are provided by the city; Sports, Classes, Child Care, Senior Services, Aquatics etc...

Q3 Conversely, what are some weaknesses that may be addressed through the Department's master plan update?

Some Weaknesses that may arise are the lack of information that is not present or available. For example, Blue Prints for playground systems and Schedule maintenance.

Q4 What additional activities or services do you feel should be offered by the Recreation and Community Services Department that are currently not available?

Respondent skipped this question

Q5 What new facilities and/or amenities would you like to see the Recreation and Community Services Department provide?

I would love to see new/updated playground systems and work out equipment around our parks.

Q6 Are there some areas of the City that are better served than others?

I believe Northside Montebello is given more of the attention. Anywhere from Whittier to Beverly and everything in between.

Q7 What is the most repeated concern you hear from residents?

The lighting in some of our parks is something that is brought to our attention.

Q8 Who are the key partners and stakeholders in the City with regards to assisting with the programs and services offered by the Recreation and Community Services Department?

The council would be the main voice for all regards.

Q9 During the next 10 years, what should be the top parks and recreation priorities for the City?

Parks and Facilities should be a top priority.

Q10 Is there anything else you like to add?

N/A

Q1 Please enter your contact information

Answered: 3 Skipped: 0

ANSWER CHOICES	RESPONSES	
Name	100.00%	3
Department / Organization	66.67%	2
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	100.00%	3
Country	0.00%	0

#	NAME	DATE
1	osvaldo a lopez	7/27/2020 3:03 PM
2	Agustin Alamillo & Nancy Martinez	7/27/2020 11:11 AM
3	Rudi Davila	7/27/2020 9:27 AM
#	**DEPARTMENT / ORGANIZATION**	**DATE**
1	Monntebello Baseball Association	7/27/2020 3:03 PM
2	MONTEBELLO AYSO 1065	7/27/2020 11:11 AM
#	**ADDRESS**	**DATE**
	There are no responses.	
#	**ADDRESS 2**	**DATE**
	There are no responses.	
#	**CITY/TOWN**	**DATE**
	There are no responses.	
#	**STATE/PROVINCE**	**DATE**
	There are no responses.	
#	**ZIP/POSTAL CODE**	**DATE**
1	90640	7/27/2020 3:03 PM
2	90640	7/27/2020 11:11 AM
3	91770	7/27/2020 9:27 AM
#	**COUNTRY**	**DATE**
	There are no responses.	

Q2 What recreational sports programs do you offer?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Baseball	7/27/2020 3:03 PM
2	Soccer	7/27/2020 11:11 AM
3	softball	7/27/2020 9:27 AM

Q3 What ages do you serve?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	4-14	7/27/2020 3:03 PM
2	3 to 18	7/27/2020 11:11 AM
3	4 /16	7/27/2020 9:27 AM

Q4 What time of year do you offer your programs?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Spring and Fall	7/27/2020 3:03 PM
2	FALL season (aug thru dec) Spring (march thru May) Summer Camps (July)	7/27/2020 11:11 AM
3	All year	7/27/2020 9:27 AM

Q5 How many seasons?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	2	7/27/2020 3:03 PM
2	2 main ones yearly	7/27/2020 11:11 AM
3	2	7/27/2020 9:27 AM

Q6 What areas of town do you provide service to?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	In the city and surrounding areas.	7/27/2020 3:03 PM
2	Citywide plus neighboring cities	7/27/2020 11:11 AM
3	SGV	7/27/2020 9:27 AM

Q7 Do you primarily serve Montebello or do you serve several community's?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Several communities but primarily Montebello	7/27/2020 3:03 PM
2	Mostly montebello but open to all nearby cities	7/27/2020 11:11 AM
3	Several communitys	7/27/2020 9:27 AM

Q8 Can you provide us a list of your fees or an online link?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	http://montebellobaseballassociation.com/wp-content/uploads/2019/11/2020-Flier.pdf	7/27/2020 3:03 PM
2	Www.aysomontebello.org	7/27/2020 11:11 AM
3	6u $100 8u /14/ $180	7/27/2020 9:27 AM

Q9 Can you provide us a list of your fees or an online link?

Answered: 1 Skipped: 2

#	RESPONSES	DATE
1	Www.aysomontebello.org	7/27/2020 11:11 AM

Q10 Are your programs primarily recreational or competitive in nature?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	They are both recreational and competitive. We cater to all children regardless of ability. As the season progresses we develop all players and prepare them for playoffs. We also have a travel ball Organization that competes in a more competitive setting representing Montebello.	7/27/2020 3:03 PM
2	Both	7/27/2020 11:11 AM
3	Both	7/27/2020 9:27 AM

Q11 Do you have a scholarship program in place?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	No	7/27/2020 3:03 PM
2	Yes	7/27/2020 11:11 AM
3	No	7/27/2020 9:27 AM

Q12 How many youth from Montebello do you serve?

Answered: 2 Skipped: 1

#	RESPONSES	DATE
1	Approximately 400 on average per Spring season.	7/27/2020 3:03 PM
2	Recently 400 to 500, used to be closer to 800 in previous years	7/27/2020 11:11 AM

Q13 What age divisions do you offer?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	We offer 4-5 5-6 7-8 9-10 11-12 13-14	7/27/2020 3:03 PM
2	Playtime/jamboree (u4/u5) U6, u8, u10, u12, u14, u16, u19	7/27/2020 11:11 AM
3	6u through 14u	7/27/2020 9:27 AM

Q14 How many teams made up primarily from Montebello do you serve?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Approximately 30 teams.	7/27/2020 3:03 PM
2	About 40 teams	7/27/2020 11:11 AM
3	15 to 18 teams	7/27/2020 9:27 AM

Q15 How many teams per division from Montebello do you serve?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	4 to 6 teams per division	7/27/2020 3:03 PM
2	U4/U5-2 U6-6 U8-10 U10-10 U12-4 U14-3 U16-3 U19-2	7/27/2020 11:11 AM
3	Any were from 2 /7 per division	7/27/2020 9:27 AM

Q16 How many games does each team play in your leagues?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	15-20 depending on the division.	7/27/2020 3:03 PM
2	At least 10 games	7/27/2020 11:11 AM
3	20 to 25	7/27/2020 9:27 AM

Q17 How many games per field or court do you schedule each year?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Unsure but in the Spring we have approximately 100+ games across 4 fields.	7/27/2020 3:03 PM
2	Varies on division, on average have at least 4 to 8 fames per field per Saturday. About 80 games per field per season.	7/27/2020 11:11 AM
3	4 to 5 games per field and only have 3 fields	7/27/2020 9:27 AM

Q18 How many practice times do you schedule each team for pre-season and during the regular season?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	Each teams get approximately 2, hour and a half practices per week. They practice during the pre-season at grant Rea park, then when the season starts they move on to other parks in the city.	7/27/2020 3:03 PM
2	U4/U5 only Saturdays (1/week) U6 - 1/week U8 thru u19 (2/week)	7/27/2020 11:11 AM
3	2	7/27/2020 9:27 AM

Q19 How many fields/courts do you use for practices and games?

Answered: 3 Skipped: 0

#	RESPONSES	DATE
1	At Grant Rea park we use 4. We also use 4 other locations around the city.	7/27/2020 3:03 PM
2	Practices- all grass fields at Reggie, all grass fields at Potrero, all grass fields at Holifield some fields at City Park if available) GAMES held at La Merced Elementart & Middle school Recently started using MHS for upper division games	7/27/2020 11:11 AM
3	6 fields	7/27/2020 9:27 AM

Q20 Is there anything else you'd like to add?

Answered: 2 Skipped: 1

#	RESPONSES	DATE
1	Keeping the fields enclosed and more bleachers would be some ideal priorities	7/27/2020 3:03 PM
2	Yes, we need better fields for all sports, but seems soccer fields are the most we are lacking in montebello. It's embarrasing when other cities come to play in Montebello and we dont have nice facilities like neighboring cities let alone those coming from OC. our kids deserve to play and have fun in safe and well maintained sports facilities.	7/27/2020 11:11 AM

Memo to: **Michael Singleton, Principal, KTUA**

CC: **Matt Wilkins, Associate, Planning and Landscape Architecture, KTUA**
Art Thatcher, GP Principle in Charge, GreenPlay, LLC

From: **Jeff Milkes, Project Manager, GreenPlay, LLC**
Jacob Leon, Associate, KTUA

Date: **November 2, 2020**

Subject: **Montebello Park Facilities Master Plan: Public Input**

To gather information pertinent to the park facilities master plan, stakeholder interviews were conducted between May and October 2020. Leadership and staff from the department, and community leaders representing senior clubs and activities, sports non-profits and civic groups were interviewed using the Zoom digital platform. The goal of these sessions was to guide the development of the parks and recreation needs assessment and collect input into the needs and desires of City residents.

Participant contacts included:

- Civic Group Leaders (3)
- Staff (3)
- Director (1)
- Sports Focus Group (5)
- Senior Leaders (5)

Themes

Not listed in priority order, but consistent during many of the interviews, recurring themes are presented as follows:

Placemaking

- The Department's goal is to cater to our neighborhoods; make parks a hub of a neighborhood
- An increase in services on the south side of the City, south of Whittier Blvd is desired. The residents from the north side of Montebello are much more vocal. Engagement appears to not be equitable between the north and south sides of the City
- Having a Senior Center where people can gather and make new friends that focuses on social interaction, learning and being active is a priority. The Senior Center should focus on three components that are key - social services, social activities, and healthcare information
- A lot of programming is centralized at Montebello City Park. Programs offered in neighborhoods should be a priority

Linear Parks & Urban Trails

- More trails and walking pathways are desired. Walking is a major activity that residents participate in
- Walking is a major activity, but safety is a concern

Technology

- Some youth sports providers must work around Department organized activities. Scheduling of sports fields is inefficient due to the need for an automated reservation system

Facilities and Amenities

- Attention to deferred maintenance, repairs, and renovations are needed in the parks
- Restrooms in the parks are a big concern. Parks need additional shade and restrooms
- Safety in the parks is a major issue in part due to limited lighting and homeless concerns
- Buildings are outdated and need general upkeep and improvements
- Converting underused tennis courts to futsal and pickleball are desired
- Outdoor exercise equipment in the parks is needed
- A new gymnasium at Chet Holifield Park and upgrades to the aquatic facility are desired
- Play equipment renovations are desired due to deferred maintenance and ADA concerns
- Parking is an issue during summer events, and among Seniors at the Senior Center
- Taylor Ranch Park is a model park for the rest of the system
- Daily parks maintenance needs improvement across the system. Some parks are not nice, clean, or inviting
- Field space is at a premium for both youth sports practices and games
- The Senior Center has poor lighting, (downstairs) and has deferred maintenance issues
- An all-inclusive playground is desired
- The George Hensel Aquatic Center needs a renovation to include locker rooms and support amenities
- Some sports providers use school facilities and believe they could greatly increase capacity if more school facilities were made available. There are concerns about the maintenance condition of some of the school facilities

Financial

- The Department does not have a large enough budget to allow staff to do everything they need to do
- Staffing shortages is a major challenge. Recruiting is difficult as neighboring cities pay higher wages. There is not enough staffing for park maintenance
- No formalized sponsorship program is in place
- The Department is known as the “yes” department, and works hard to provide service with limited staff
- People from other cities regularly participate in Montebello Senior Center programs

Programs and Services

- A joint use agreement with the school district may make the partnership for equitable for the Department
- Special events such as Snow Day, the City Parade, outdoor movies and concerts are very popular. Some successful special events have been discontinued
- The department does not have a scholarship program for recreation programs which limits access for low income residents
- Expand sports programs to include football, soccer, and baseball, additional competitive sports programs, and girls' softball programs
- Programs for individuals with disabilities are needed
- The George Hensel Aquatic Center should be open year around

Administration

- Increased and equitable civic engagement in needed
- Additional general marketing and communication will help the department promote programs and events
- The Department's recreation brochure was just started last year. The use of social media outlets to promote programs is new to the department and will continue to improve

A summary of the responses follows. While responses are not prioritized, asterisks demonstrate repeated comments made during the engagement process.

How long have you been a resident of the City of Montebello?

0	<5 years
2	5-9 years
3	10-19 years
3	20+ years

What are the strengths of the City related to parks, trails and recreation facilities/activities that should continue over the next 10 years?

- Special events such as Snow Day, the City Parade, outdoor movies, and concerts*****
- Having a Senior Center where people can gather and make new friends that focuses on social interaction, learning and being active*****
- Taylor Ranch Park**
- The Department does a good job supporting sports throughout the community – sports needs are being met**
- People positively recognize the City's customer service, organization, and variety of quality programs**
- The Recreation program brochure that started distribution last year. Social media as well*
- The youth lunch program*
- Montebello City Park is the crown jewel of the Montebello park system*
- The staff's ability to make things happen with small budgets*
- They department is on a great path, given the master plan. It has been decades since this kind of planning was done*
- There is a general willingness among the five youth sports providers to work together and share field space when at all possible*
- The childcare and preschool programs are working well
- Staff are proactive. They address any issues or problems
- The department goes above and beyond during tax season at the Senior Center. They provide scheduling, takes calls, make appointments, etc. They are very responsive allowing volunteers to complete 300-350 tax returns for seniors
- Youth and adult programs are some of the City's major strengths
- If Grant Rhea Park was available more, the Department could serve 1,000 more people
- The new City Manager has made identifiable positive changes in the City
- Partnerships with the Rotary Club, the police, the hospital, and the City are good
- A lot of improvement with the golf course – a new management group appears to be working Visually there appears to be more people using the golf course
- The Quiet Cannon is a nice facility for group meetings with a good view of the golf course
- Henry Acuna Park is well used by Seniors
- The gymnasium's basketball program now reaches 400 participants
- Good communication with the high school
- The Department offers a lot of sports (basketball, baseball, softball, soccer, etc.)

What are the weaknesses that need addressed through the Master Plan update?

- Daily parks maintenance needs improvement. Some parks are not nice, clean, or inviting. Groundskeeping and surrounding areas need improvement so that the parks do not fall prey to bad elements, parks, and sports infields have not been a priority – some look awful******
- Renovations, specifically to restrooms are needed******
- The does not have a large enough budget to allow staff to do everything they need to do******
- There are staff shortages at the Senior Center, in park maintenance and in general that are made worse by not having funds to offer competitive salaries*****
- Field space is at a premium for both youth sports practices and games causing youth sports providers to compete for use. Conflicts occur during overlap of seasons when soccer season overlaps with baseball and softball****
- Some youth sports providers must work around Department organized activities in the parks***
- Some of the fields at Montebello City Park are bad. Dog feces, needles, dirt more than grass, poor lighting, bad restrooms, and homeless issues (sleeping in dugouts – beds/blankets/etc.)***
- Scheduling of sports fields is inefficient due to the need for an automated reservation system***
- Park infrastructure is lacking – not having proper amenities. Deferred maintenance, repairs, and lighting are big issues in the parks, especially during fall/winter months. Need to improve safety and comfort***
- A lack of joint use agreement with the schools creates challenges. There is a potential unbalance in “City vs school” uses***
- Communication from the department to Senior club needs to be improved– the Department at times schedules events in conflict with senior club activities causing a club to have to cancel events and lose money**
- There are not enough special events like battle of the bands, and outdoor concerts**
- The golf course needs additional TLC*
- The Senior Center has only two large rooms for programs and needs to be expanded*
- Holifield Park is not safe. The consensus among sports groups is to avoid using this park for safety and security reasons*
- Staff do not always treat Seniors how they should be treated – it seems the Department has been more interested in renting the rooms rather than prioritizing Senior use*
- The Senior Center is at a great disadvantage because it is a multi-use facility, with it being rented out on evenings and weekends
- The Olympic-size swimming pool can be heated but is currently not open past September because the Department cannot afford to heat it
- There are not enough lifeguards to run the pool year around
- Reggie Rodriguez Park is not safe because of pirates and bad elements
- Walkability is not what it should be. The parks do not seem connected
- Programming is no longer taking place outside the Senior Center
- The high school track can be used by the Department but only outside the school’s existing programs
- Access to programs is limited because the Department does not have a scholarship program
- Challenges for special events include shade and sanitation services

- Some of the school facilities are not up to par. The schools are only responsive to safety issues
- A big challenge is that Montebello City Park only has one baseball/softball diamond
- It would be good to have security cameras on the fields
- When the fields are not available, the youth sports providers must use neighboring cities facilities at a much higher price. One organization, the Montebello Brewers Youth Baseball uses the Whittier Narrows at three times the cost of the fields in Montebello
- Advertising, getting the story out is inconsistent
- Communication from staff is not always good
- QOL in Montebello has decreased
- Homeless issues present barriers to use
- Grant Rae Park needs more attention
- The Montebello Golf Course should pattern the operation after the City of Industry course
- Building maintenance can be improved
- Chet Holifield park has a lot of unnecessary facilities

What parts of Montebello's Parks or Recreation facilities do not meet your expectations or need improvement?

- The Senior Center has poor lighting, (downstairs) and has deferred maintenance issues*
- Restrooms in parks are a deterrent to use because they have not been updated
- Grant Rae Park field #1 where Ponytail Softball plays was built in the 1950s and is not what is needed anymore
- The recreation building near Grant Rae Park Field #2 where the Montebello Indians play is in disrepair, including the snack bar
- Restrooms in the south part of Grant Rae Park are heavily used and suffer huge vandalism issues
- Termites in the paint at Ashiya Park hold the buildings together
- Reggie Rodriguez Park needs better daily maintenance and upkeep
- Holifield Park is sad – tired and no love in the park. It needs a complete overhaul. It is dark

What new amenities do you desire?

- Outdoor exercise equipment in the parks, but this seems to have lost priority with Department leadership (in Montebello City Park too)****
- All-inclusive play equipment and/or playground***
- Better parking. This has been an issue in the parks during events. Sometimes multiple groups reserve the same parks on the same days and during the same times***
- More trails and walking pathways. Walking in the Community is a major activity that residents participate in***
- Montebello City Park could use more attention*
- Locker rooms and support amenities at the Aquatic Center could use renovations*
- Splash pads would be a great benefit*
- A nice set of tennis courts (like Whittier Narrows)*
- Better lighting in the parks would make people feel safer and may encourage more park use*
- Futsal facilities*

- Better sports and active recreation design at Grant Rae Park
- Montebello Senior Center could use a seated area like the Arcadia Senior Center or Norwalk Senior Center has for socializing. A welcoming area in the Center for drop-in use
- Chet Holifield Park, in south side, does not get as much attention due to its perceived reputation
- Rubber flooring for walking/running paths
- A new gymnasium at Chet Holifield Park would be a great asset because it would capture a large audience
- Play equipment renovations due to deferred maintenance
- Cathy Hansel Gymnasium and Youth Center needs general park improvements. It is heavily used by the community for various programs
- Community gathering spaces that are connected by walking trails would be great
- A cultural arts facility would be a unique and fun asset to host events and run special programs. The Department does not have a dedicated space like this
- Renovating the pool in the south side of Montebello would be a major benefit
- Taylor Ranch Park needs a cultural arts center
- Better sports and active recreation design at Grant Rae Park
- Another basketball gym
- Some of the facilities do not have amenities but we work around them
- Skateboard park like one that was active in the 1980s
- A little higher end facility – not Beverly Hills but people will pay for quality
- Reggie Rodriguez Park could use an upgrade
- Playgrounds could use upgrading for ADA
- A dog park would be a good amenity
- More picnic benches would be nice
- Montebello City Park could benefit from several improvements
- More general surveillance would be good
- Reserved parking for seniors at the center during events and club activities

What new recreation activities do you desire?

- Expand sports programs to include football, soccer, and baseball***
- Programs for individuals with disabilities***
- The Senior Center should focus on three components that are key - social services, social fun activities, and healthcare information and referral to resources**
- Additional senior services*
- The youth program overall needs more help*
- Improvements to the registration process for senior programs. Keep it simple because the senior community is not tech-savvy
- New classes
- After school recreation programs
- Teen programs
- New senior model - The social clubs are not working for the new (younger) generations
- Youth programming – partnerships with youth sports organizations should be fine-tuned
- Multi-generational programming

- Technology based programs and E-sports with safety precautions in place
- A senior travel club would be well received
- Pickleball is a growing sport and interest is increasing
- More girls' softball programs/facilities would be great, although the desire for "competitive" programs is greater
- Subsidy programs would be welcomed. People call and ask about camps, childcare, sports, etc. at lower fees
- Parents ask about sports, classes, etc.
- Dog parks are requested
- Seniors would like more excursions
- Additional special events
- Concerts in the park are great events, supported well by the community
- Outdoor movies started four years ago and typically take place during the summer, but the Department would like to conduct them during winter months as well
- Family field trips
- Trips to destinations throughout Southern California

Are there areas in the City (geographic or market segments) that are underserved?

- South side of Montebello could be served better. Park facilities and amenities are more limited even despite the large population that resides there*****

What are the most repeated concerns/messages staff hear from residents?

- Lighting at parks is a constant issue**
- Not enough staffing at parks/facilities, maintenance, park lighting and safety*
- Residents from north side of Montebello are vocal and more active compared to residents from the south side of the City. Residents perceive the north side as safer, and the reputation from the south side hurts attendance in the parks
- The growing variety of programs and great customer service
- People appreciate the hard work Department staff provides with existing programs
- Restrooms, vandalism, and graffiti are major issues
- Seniors appreciate the Senior Center's welcoming and safe environment
- Seniors would like to see improvements to the taxi service that is contracted by City. Seniors pay $1.00 a ride but may run out of monthly ride vouchers, forcing them to choose services
- The condition of restrooms
- Always carved out an amount of the park for parking but we do not want to take this out of our park system
- Parking concerns

What key partners and stakeholders in the community can assist with the implementation of the Park Facilities Master Plan?

- The Lions Club
- The Rotary Club
- The Optimists Club
- The Mexican American Opportunity Foundation
- Montebello – San Gabriel YWCA
- Ashiya, Japan sister city
- The Women's Club
- Shop Montebello
- Youth sports program representatives
- The police department
- The school district
- Senior center representatives
- The fire department
- Youth program participants
- User groups
- The Latino Diabetes Association
- Commissioners
- Insurance groups
- LA Kings
- Sport groups
- Youth sports programs
- The Montebello Historical Society

What key issues, values and priorities in the Montebello community need to be considered, while developing the Park Facilities Master Plan?

- Address parking issues**
- General park infrastructure and beautification**
- Safety in the parks – better lighting, safety and paths are the top priorities*
- Our goal is to cater to our neighborhoods; make parks a hub of a neighborhood*
- We are an old community and I feel are still working with programs that worked 20 years ago. We have to learn to think out of the box and learn to work with what we have and utilize our facilities to the maximum
- Play equipment should be updated
- Programming for senior groups is a priority and should continue to best of the City's ability
- Bring the community together and be the neighborhood resource
- Offer the best sports complex - play, exercise, feel safe, etc.
- The George Hensel Aquatic Center should be open year around
- Chet Holifield Park. Focus on good staff and a newer facility and it would be a real hub for the community. The area is super industrial. A lot of families are in apartments with different social-economic demographics. Needs to be a safe space with good lighting and staffing

- A study is needed to prioritize services, determine users, and if parks are walkable? It all matters
- Partnerships are a priority which can help with budget issues
- Increased civic engagement and create more community connections
- Attract larger number of residents to attend facilities, programs, and special events
- Aquatics has the potential to become one of the City's greatest strengths
- Improvements to Montebello City Park should be a priority
- Keep improving general communication, catalogs, brochures, etc.
- Technological upgrades are needed
- New programs, the types that people go to other cities for
- Trails, walkways, and walking programs
- We are known as the "yes" department, so we work hard to make anything work even with limited staff
- Opportunities for play, exercise, feeling safe, etc.

Other Comments

- Fees are competitive compared to those of surrounding cities
- The community is made up of many Hispanic people. There is a strong American pride in the community – if you made it to Montebello "you made it". It's coined the Beverly Hills of East LA. We are going to need to address the demographic needs in the next 10 months not 10 years
- Better roads. Paving is needed. There are many potholes in many streets
- There is a curve on Montebello Boulevard where people lose control of their cars and run into homes and other parked cars
- For safety reasons, staff should never leave only one person at the Senior Center
- Transportation is an issue (but there is a voucher program) for senior's use of programs and facilities
- Transportation = equity and access
- Residents do not participate at the same levels of civic engagement around the City
- There is always something happening at Reggie Rodriguez Park–Kids playing basketball, baseball
- Areas between Montebello and Pico Rivera are more impacted by homeless issues under the bridges, not so much in parks
- Ever since the Covid-19 Pandemic began, senior dances have been a thing of the past, so new programs will have to be implemented such as computer classes, movies, and exercise classes
- Up and coming City Council members are humble, active, attend events, look for funding, etc. They are a great support system for the department
- No formalized sponsorship program is currently in place
- The Department needs to pay licensing fees that range from $500-$1200 per movie
- Pockets of people continue to use the parks during the Pandemic
- Prior to Covid-19, the parks (Chet Holifield Park, Ashiya Park), were better maintained
- A lot of programming is centralized at Montebello City Park. Walking is a major activity here
- Deterioration of infrastructure – roads, and such but seems the Department is going the right direction

- To keep a positive morale in City, there needs to be more two-way communication and engagement
- Hope that within the City, the departments are talking
- Fees are reasonable
- Covid-19 slowed the relationships between the Rotary Club and the community
- Reggie Rodriguez Park has a lot of potential
- The Mexican American Opportunity Foundation (MAOF) pays the City to have youth participate in City programs
- Senior Center issues are tied to staffing and budgets
- Community would be hesitant to major changes due to nostalgia, but staff would see the benefits of improvements/upgrades
- Lifeguards have good retention
- Relationships have been built with the senior community
- The Department works with other organizations for Senior case management services
- Volunteers support meetings and events
- Important for socializing, self-esteem, getting out of the house
- There is usually a waitlist for popular events
- Senior clubs also provide health-related information and services
- Right now, the Senior Center would be having meetings on Medicare enrollment if not for the Pandemic
- People from other cities also participate in Montebello Senior Center programs
- Senior clubs contribute to emergency relief efforts when needed
- Senior clubs also adopt a foster family during the Christmas holiday
- Senior clubs are very grateful for the Department's support
- The City has a summer intern program that trains potential new hires
- Summer fees are slightly higher
- Some sports providers use school facilities and believe they could greatly increase capacity if more school facilities were made available. There are concerns about the maintenance condition of some of the school facilities
- Rotary meets at the Golf Course facility on Wednesdays and works to promote Montebello
- A new gated community with 400 or so new homes will be constructed in the future
- People are scared and frustrated; it is a tough time for many people. Seniors miss participating in club activities

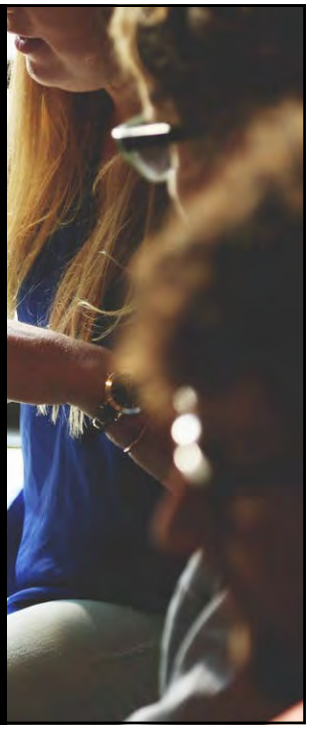
SECTION III-C
Statistically Valid Survey



1

1

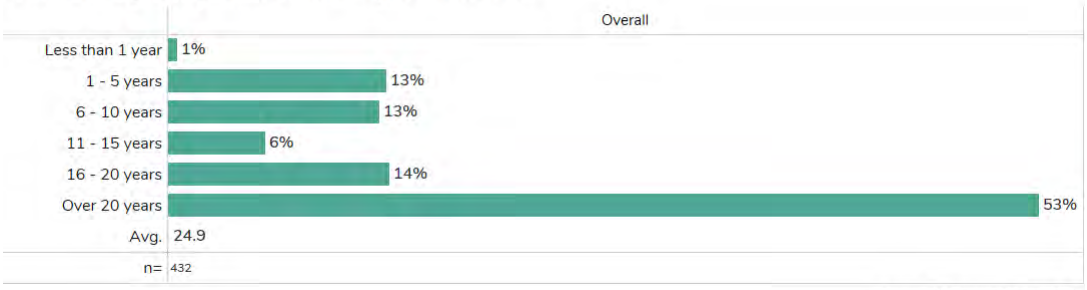
Demographics



2

Demographics
Tenure in Montebello

Q 1: How long have you lived in the City of Montebello?

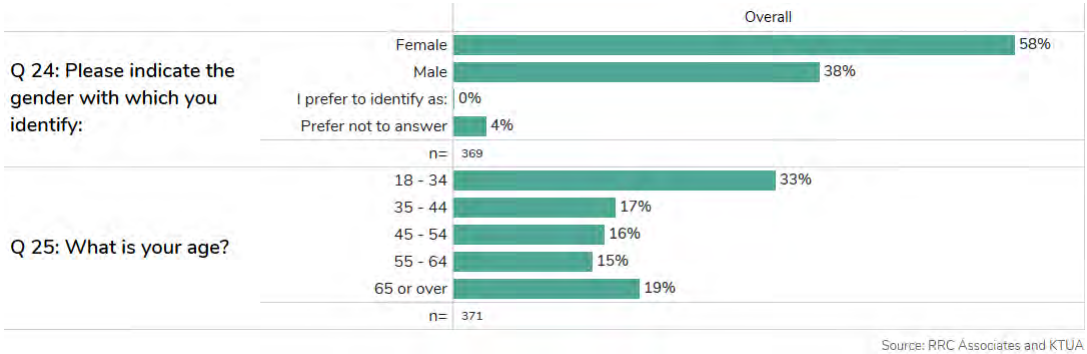


Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

3

Demographics
Gender & Age



Source: RRC Associates and KTUA

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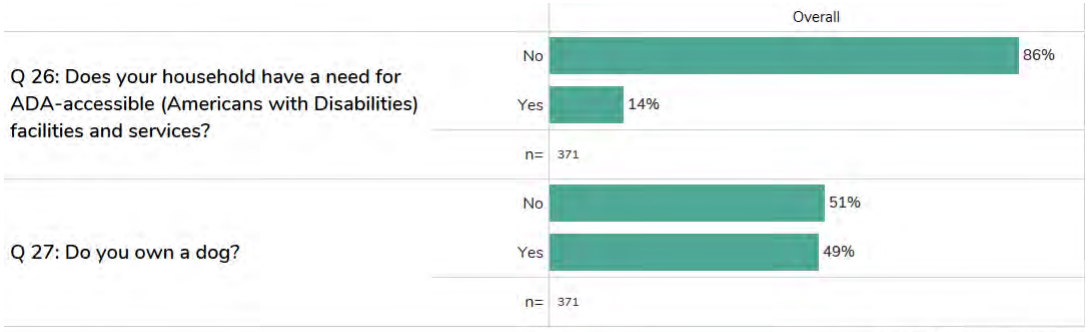
4

Demographics

Need for ADA Accessibility & Dog Ownership



Source: RRC Associates and KTUA

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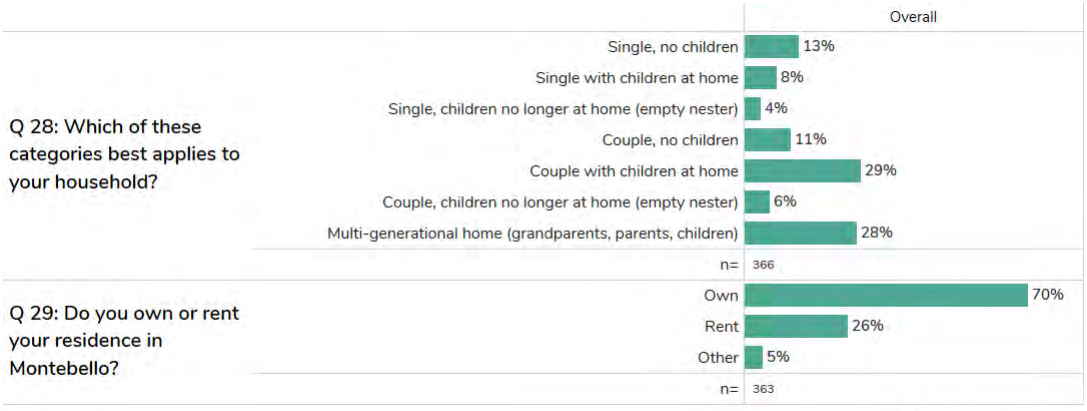
5

Demographics

Household Type & Own vs. Rent



Source: RRC Associates and KTUA

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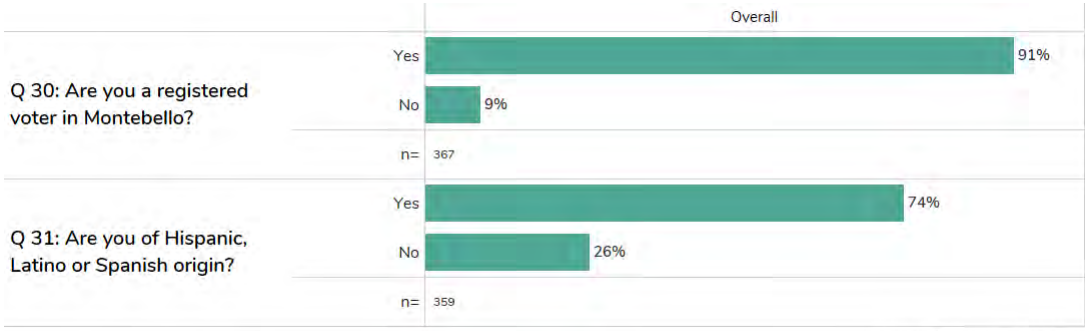
6

Demographics

Voter Registration & Hispanic Origin



Source: RRC Associates and KTUA

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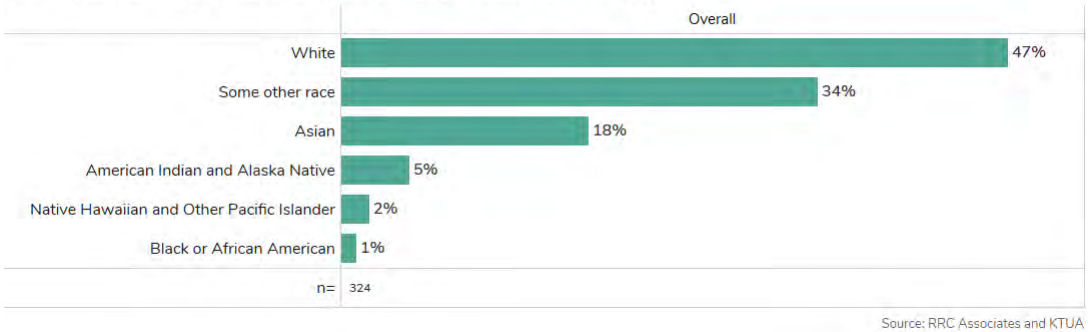
7

Demographics

Race

Q 32: What race to you consider yourself to be? (Check all that apply)



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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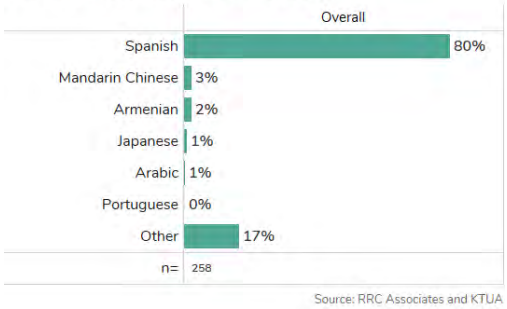
Demographics

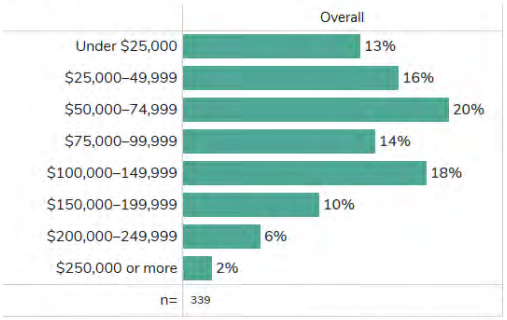
Other Languages Spoken & Income

Q 33: Are there any languages other than English used in your household to communicate? If so, please indicate below (Check all that apply)



Source: RRC Associates and KTUA

Q 34: Which of these categories best describes the total gross annual income of your household (before taxes)?



Source: RRC Associates and KTUA

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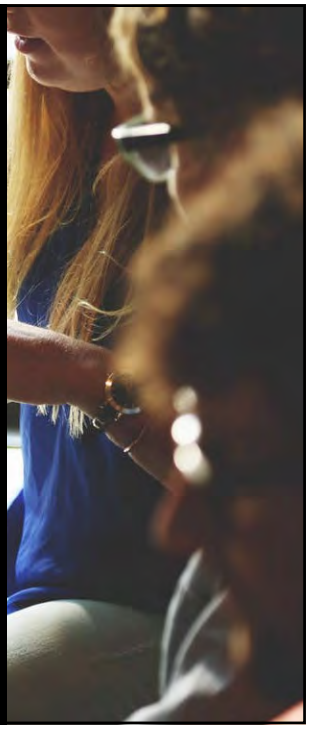
1

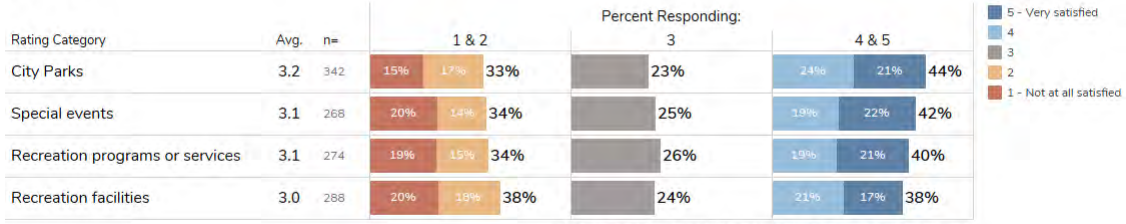
Satisfaction & Current Usage



10

Satisfaction

Q 2: How satisfied has your household been with the overall quality of parks, recreation programs/services, facilities, and events you have used in the past 12 months?
Overall

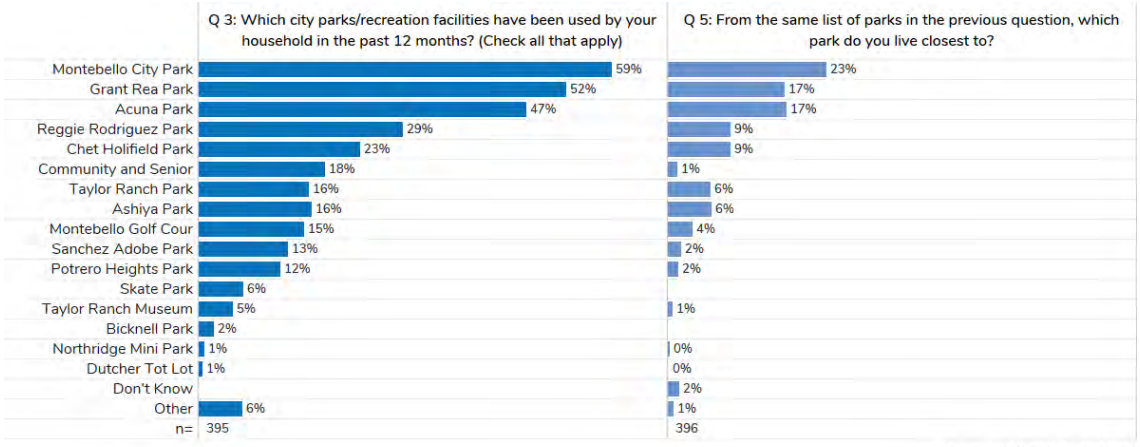


Rating Category	Avg.	n=	1 & 2	3	4 & 5
City Parks	3.2	342	15% 17% 33%	23%	24% 21% 44%
Special events	3.1	268	20% 14% 34%	25%	19% 22% 42%
Recreation programs or services	3.1	274	19% 15% 34%	26%	19% 21% 40%
Recreation facilities	3.0	288	20% 18% 38%	24%	21% 17% 38%

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

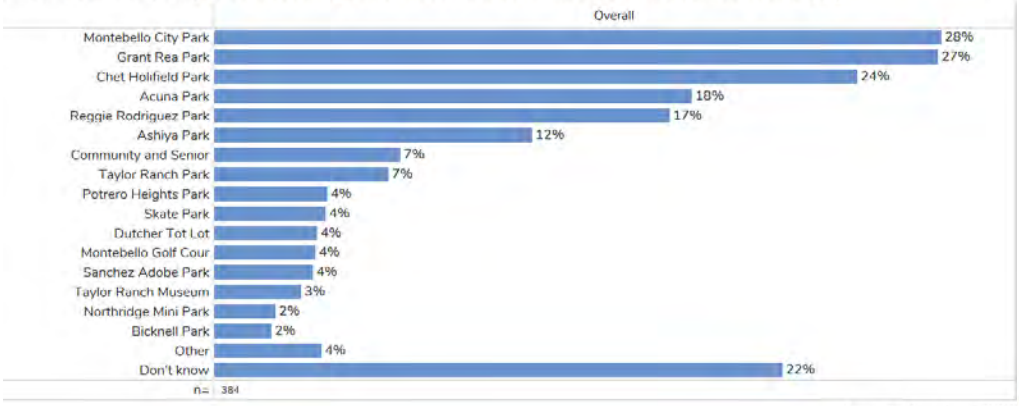
Current Usage & Proximity



Source: RRC Associates and KTUA

Improvement & Additional Amenities

Q 6: Which of the city parks/recreation facilities, if any, do you feel needs major improvements and additional amenities to become a better-quality park that can support recreational needs into the future? (Check all that apply)



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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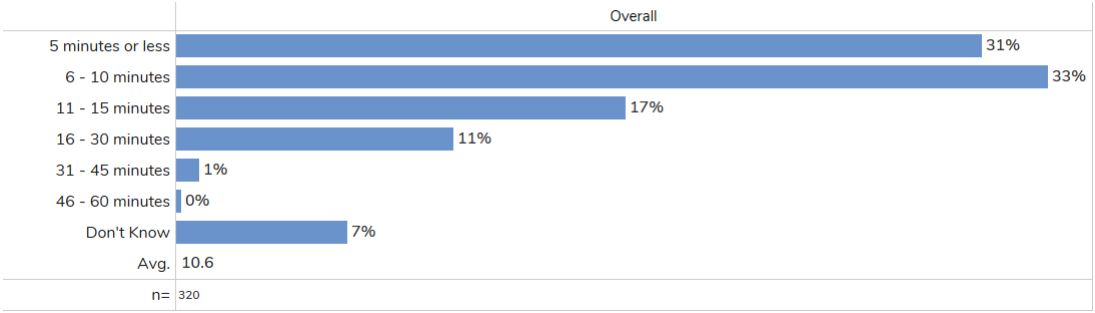
Time to Closest Park/Facility

Q 7: If you and/or a member of your household were to walk to the closest park, community center and/or other recreation facility to your home, approximately how long would it take to get there (one direction)?



Source: RRC Associates and KTUA

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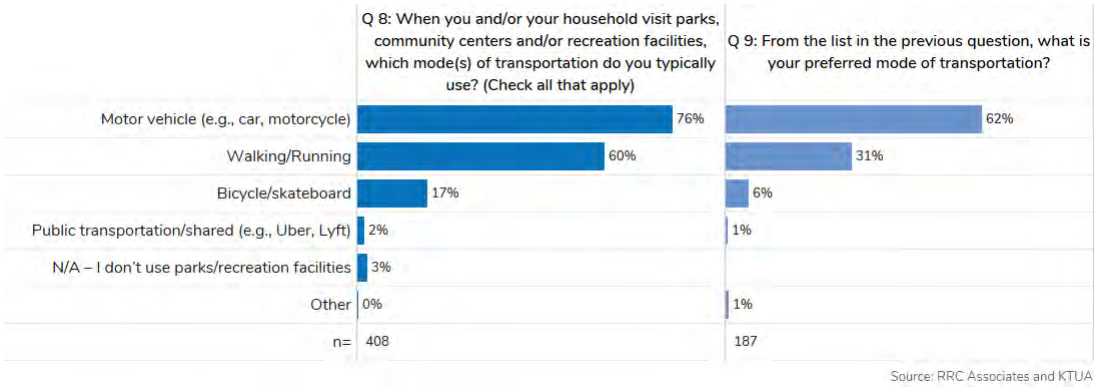
Mode of Transportation



Source: RRC Associates and KTUA

CITY OF MONTEBELLO
PARKS MASTER PLAN

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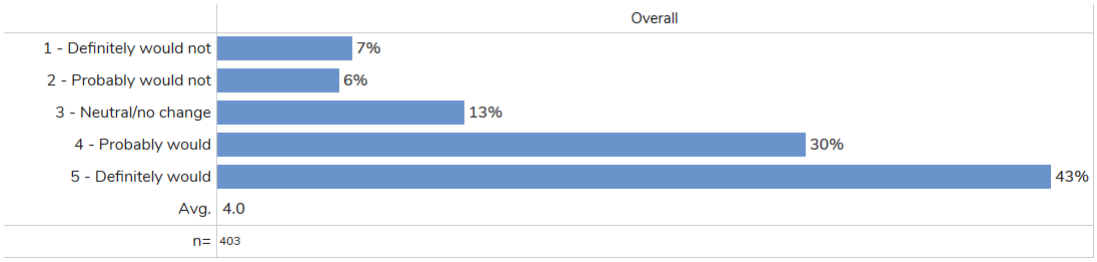
Change in Use

Q 10: If additional trail connections, bike lanes/paths, pedestrian walkways and/or street crossings were developed, would you and/or your household walk or ride a bicycle to get to parks, neighborhood centers and/or recreation facilities more often?



Source: RRC Associates and KTUA

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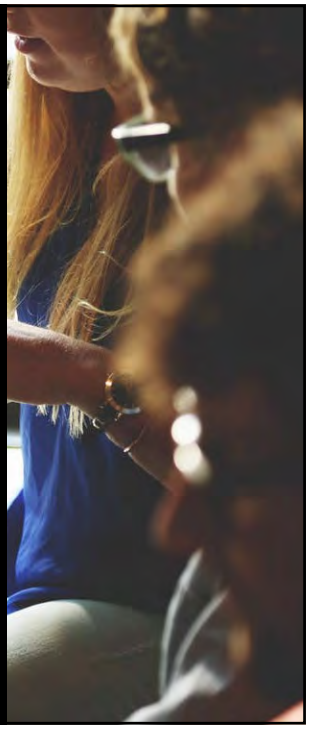
2

Current Conditions



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Current Facilities: Importance

Q 11: Please rate A: how important are the following facilities and services to your household: Overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5	
City parks and open spaces	4.5	386	4%	10%	70%	86%
Amenities at City parks (e.g., picnic areas, restrooms)	4.5	385	6%	8%	72%	86%
Trails and pathways	4.3	382	8%	11%	63%	81%
Athletic courts (e.g., basketball, tennis)	4.1	379	13%	14%	52%	72%
Youth recreation and sport programs	4.0	373	16%	13%	58%	71%
Special events	4.0	375	10%	19%	48%	71%
Community centers	4.0	385	9%	23%	49%	68%
Adult recreation and sport programs	3.9	373	14%	21%	46%	65%
Senior programs	3.9	380	15%	21%	49%	64%
Aquatic programs	3.9	373	15%	21%	47%	64%
Athletic fields (e.g., baseball, soccer)	3.9	382	18%	16%	48%	65%
Adaptive programs at City facilities	3.8	364	16%	22%	41%	61%
Kids club/camps	3.8	373	20%	18%	47%	62%

5 - Very important
4
3
2
1 - Not at all important

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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Current Facilities: Needs Met

Q 11: Please rate B: how you think they are currently meeting the needs of the community: Overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
City parks and open spaces	3.4	311	21%	32%	47%
Youth recreation and sport programs	3.3	252	30%	26%	44%
Athletic fields (e.g., baseball, soccer)	3.2	296	30%	26%	44%
Senior programs	3.2	246	33%	27%	40%
Special events	3.2	260	34%	24%	42%
Kids club/camps	3.1	242	34%	26%	40%
Community centers	3.1	278	33%	27%	40%
Amenities at City parks (e.g., picnic areas, restrooms)	3.1	313	36%	25%	39%
Athletic courts (e.g., basketball, tennis)	3.0	295	35%	30%	35%
Adaptive programs at City facilities	2.9	216	39%	28%	33%
Adult recreation and sport programs	2.9	239	41%	28%	31%
Aquatic programs	2.8	259	44%	23%	34%
Trails and pathways	2.6	296	54%	15%	30%

5 - Completely
4
3
2
1 - Not at all

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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Importance/Performance Matrix

High importance/ Low needs met

These are key areas for potential improvements. Improving these facilities/programs would likely positively affect the degree to which community needs are met overall.

High importance/ High needs met

These amenities are important to most respondents and should be maintained in the future but are less of a priority for improvements as needs are currently being adequately met.

These "niche" facilities/programs have a small but passionate following, so measuring participation when planning for future improvements may prove to be valuable.

Current levels of support appear to be adequate. Future discussions evaluating whether the resources supporting these facilities/programs outweigh the benefits may be constructive.

Low importance/ Low needs met

Low importance/ High needs met

CITY OF MONTEBELLO PARKS MASTER PLAN

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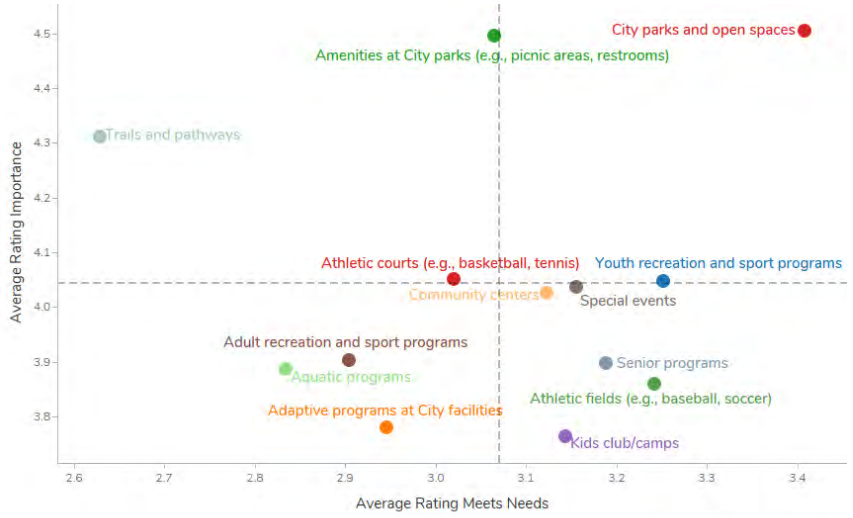
Importance/Performance Matrix



Source: RRC Associates and KTUA

CITY OF MONTEBELLO
PARKS MASTER PLAN

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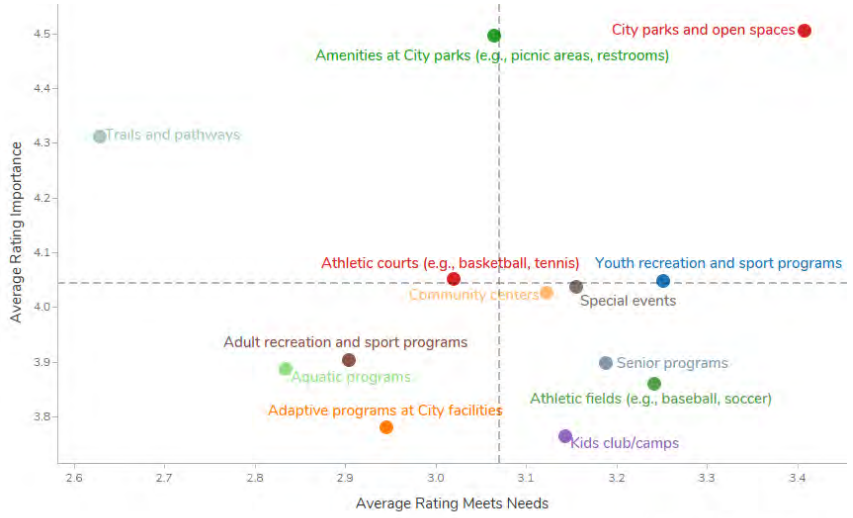
Importance/Performance Matrix



Source: RRC Associates and KTUA

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PARKS MASTER PLAN

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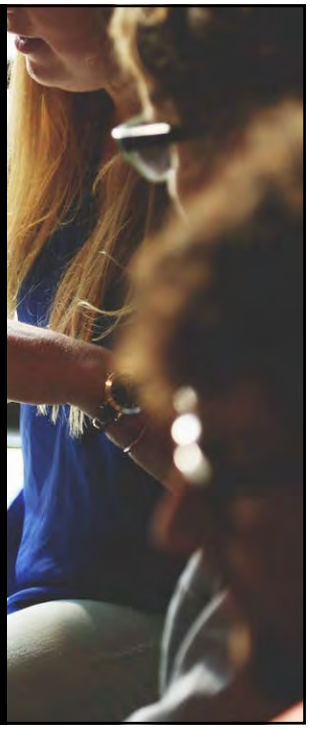
3

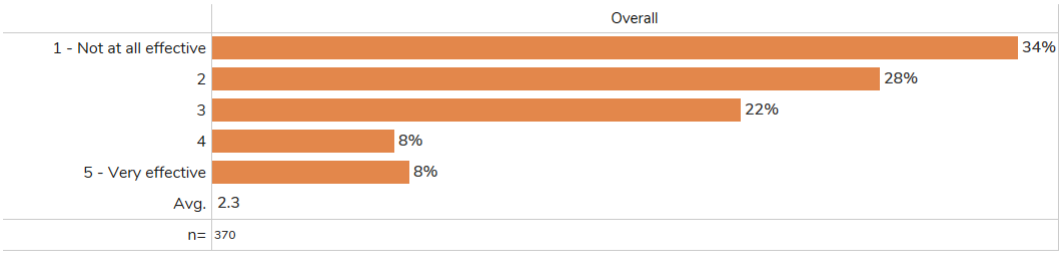
Communication



23

Communication Effectiveness

Q 13: How effective is the City of Montebello at reaching you with information on parks and recreation facilities, services, and programs?



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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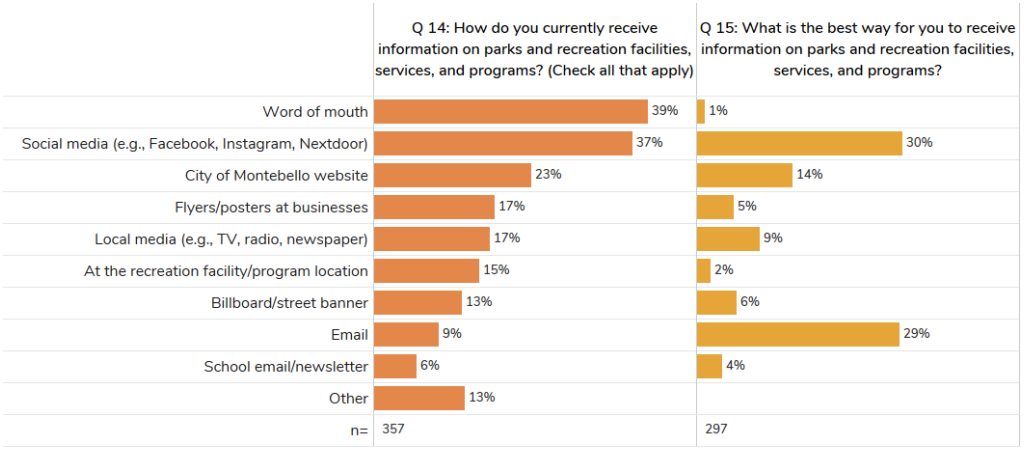
Current & Preferred Methods of Communication



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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Current Methods of Communication
Overall and By Age

Q 14: How do you currently receive information on parks and recreation facilities, services, and programs? (Check all that apply)

	Overall	18 - 34	35 - 44	45 - 54	55 - 64	65 or over
Word of mouth	39%	41%	40%	34%	41%	42%
Social media (e.g., Facebook, Instagram, Nextdoor)	37%	52%	55%	27%	24%	10%
City of Montebello website	23%	24%	17%	30%	24%	20%
Flyers/posters at businesses	17%	19%	15%	10%	13%	30%
Local media (e.g., TV, radio, newspaper)	17%	7%	9%	18%	25%	30%
At the recreation facility/program location	15%	15%	15%	11%	9%	25%
Billboard/street banner	13%	13%	11%	14%	12%	14%
Email	9%	13%	15%	7%	4%	4%
School email/newsletter	6%	6%	8%	10%	1%	7%
Other	13%	9%	15%	17%	18%	13%
n=	357	54	75	71	68	77

Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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Preferred Methods of Communication
Overall and by Age

Q 15: What is the best way for you to receive information on parks and recreation facilities, services, and programs?

	Overall	18 - 34	35 - 44	45 - 54	55 - 64	65 or over
Social media (e.g., Facebook, Instagram, Nextdoor)	30%	38%	40%	18%	22%	13%
Email	29%	36%	32%	30%	25%	19%
City of Montebello website	14%	6%	9%	30%	24%	15%
Local media (e.g., TV, radio, newspaper)	9%	6%		3%	10%	28%
Billboard/street banner	6%	6%	8%	3%	6%	5%
Flyers/posters at businesses	5%	2%	5%	10%	6%	9%
School email/newsletter	4%	4%	5%	5%	2%	4%
At the recreation facility/program location	2%	2%	2%		2%	4%
Word of mouth	1%			2%	4%	4%
n=	297	50	65	61	51	58

Source: RRC Associates and KTUA

CITY OF MONTEBELLO
PARKS MASTER PLAN

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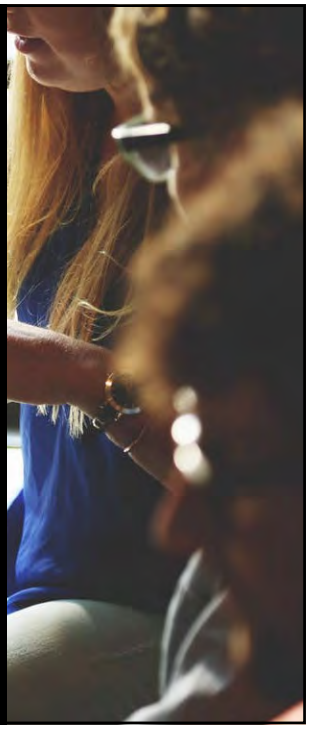
4

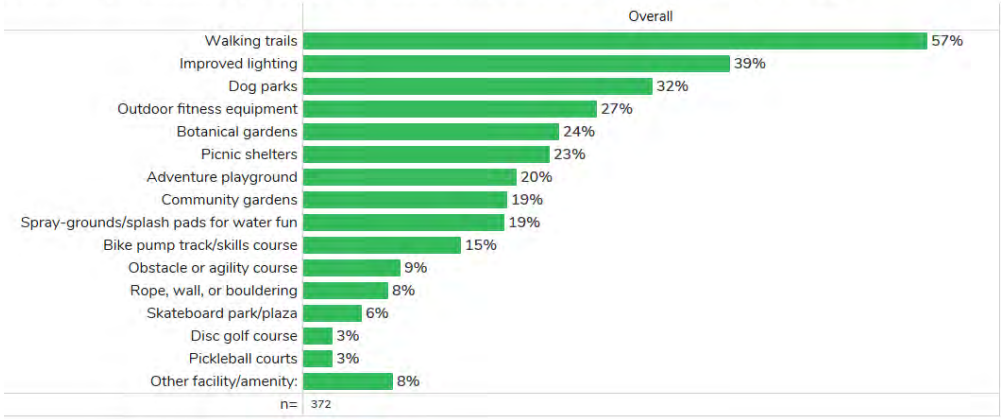
Future Facilities, Amenities, & Programs



28

Non-Traditional Facilities/Activities

Q 16: Which THREE of the following non-traditional recreational facilities and/or activities do you feel should be seriously considered by the City of Montebello over the next 5 years? (Check up to three)



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

29

Needs to Address Over Next 5 – 10 Years

Q 17: What are the most important needs to be addressed by the City of Montebello over the next 5 to 10 years?
Overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
Add more trails and walking areas in or outside of parks	4.3	363	8%	11%	62% 82%
Expand current park amenities and activities	4.3	346	7%	15%	59% 78%
Add more linear parks that include natural areas with paths	4.0	349	12%	18%	25% 45% 70%
Add more traditional neighborhood or community parks	3.7	340	18%	23%	24% 35% 59%
Expand exisiting park boundaries	3.4	336	25%	25%	34% 50%
Add more mini-parks (1/2 to 2 acres)	3.2	340	31%	29%	24% 40%
Add more pocket parks/plazas (less than ½ acre)	3.2	333	31%	28%	24% 42%

5 - Very important
4
3
2
1 - Not at all important

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

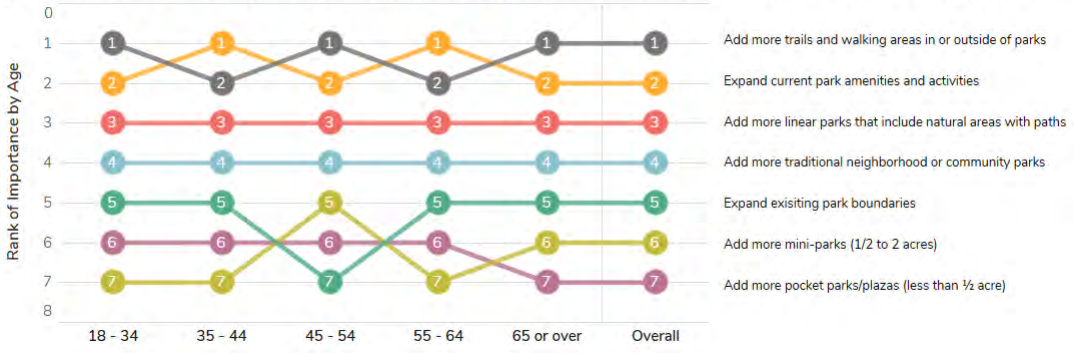
CITY OF MONTEBELLO PARKS MASTER PLAN

30

Needs to Address Over Next 5 – 10 Years

Rank of Average Rating, Overall and by Age

Q 17: What are the most important needs to be addressed by the City of Montebello over the next 5 to 10 years?



CITY OF MONTEBELLO PARKS MASTER PLAN

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Purposes of Parks, Recreation, & Open Space

Q 18: Parks, recreation, and open space opportunities are offered in Montebello for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following purposes in Montebello is to you and your household.
Overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
Provide a high level of safety and security at facilities	4.7	364	2%	6%	82% 92%
Ensure parks and recreation opportunities are accessible to all residents (including safe walkable routes, trail connections, and transportation options)	4.6	365	4%	7%	78% 90%
Encourage active lifestyles and promote health, wellness, and fitness	4.6	365	3%	6%	74% 91%
Ensure facilities and programs are affordable to all residents of Montebello	4.6	364	3%	10%	74% 87%
Strengthen community image and sense of place	4.6	358	3%	10%	72% 87%
Ensure environmental sustainability in park design and maintenance practices	4.5	356	3%	8%	65% 89%
Offer cultural events, festivals, and activities to reflect diversity and inclusivity	4.2	360	9%	12%	57% 78%
Create economic benefit through attraction of businesses and enhanced property values	4.1	357	12%	15%	56% 74%
Focus on providing family-oriented activities	4.1	362	10%	18%	51% 72%

5 - Very important
4
3
2
1 - Not at all important

*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

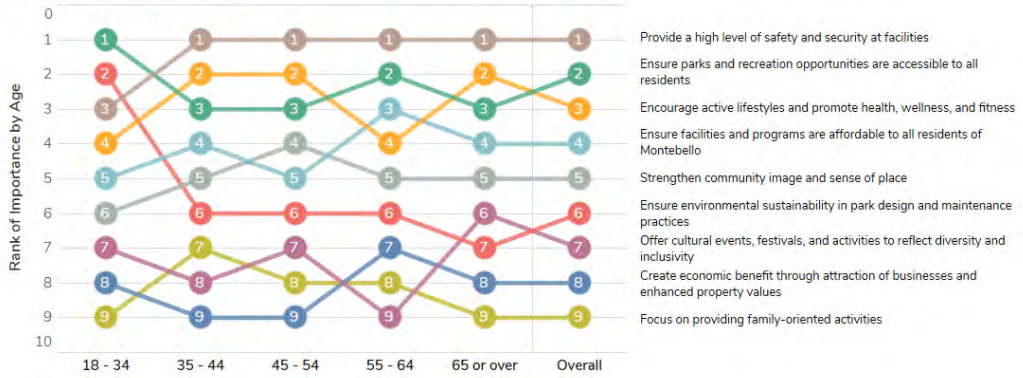
CITY OF MONTEBELLO PARKS MASTER PLAN

32

Purposes of Parks, Recreation, & Open Space

Rank of Average Rating, Overall and by Age

Q 18: Parks, recreation, and open space opportunities are offered in Montebello for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following purposes in Montebello is to you and you



CITY OF MONTEBELLO PARKS MASTER PLAN

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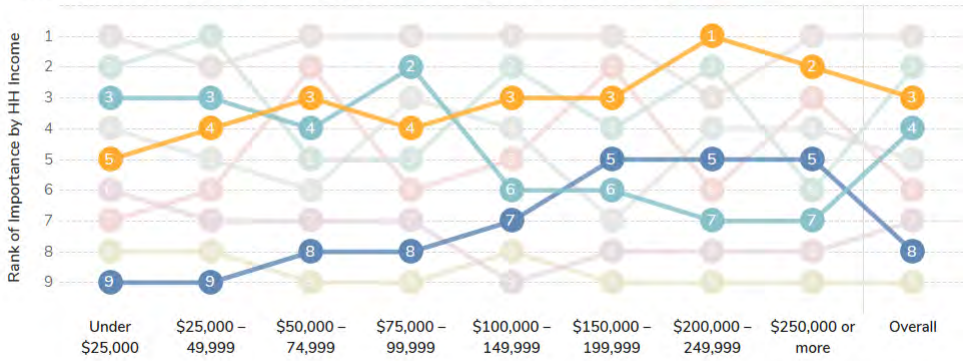
Purposes of Parks, Recreation, & Open Space

Rank of Average Rating, Overall and by Household Income

Q 18: Parks, recreation, and open space opportunities are offered in Montebello for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following purposes in Montebello is to you and your household.



Encourage active lifestyles and promote health, wellness, and fitness

Ensure facilities and programs are affordable to all residents of Montebello

Create economic benefit through attraction of businesses and enhanced property values

Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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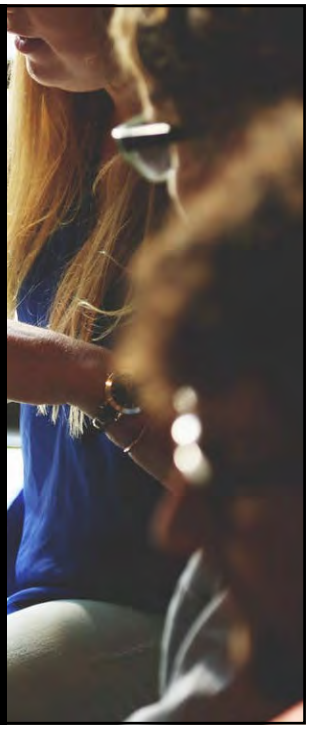
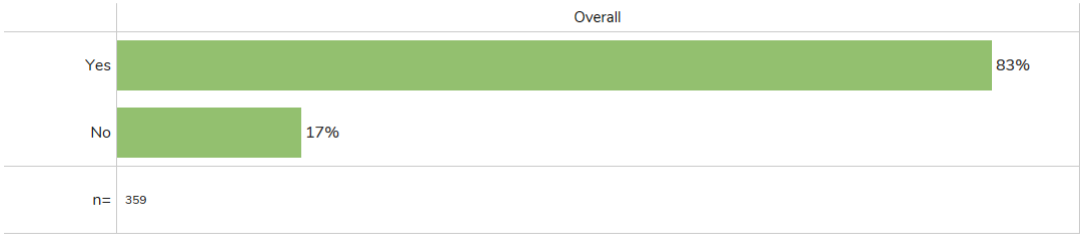
COVID-19 Assessment



35

Appreciation for Parks & Recreation

Q 19: Given the pandemic, CDC guidelines and restrictions on accessing parks and recreational facilities that were put into effect for COVID-19, are you now more appreciative of your parks and getting access to them?



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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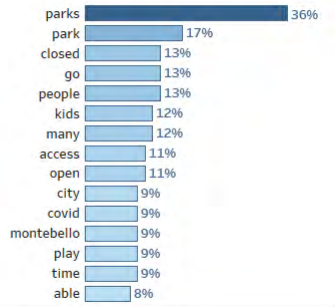
Appreciation for Parks & Recreation – Open Ended Comments

Q20: Do you have any specific comments on how the COVID-19 pandemic has impacted your access to parks and recreation facilities and how that has affected your appreciation for parks and recreational facilities?





77 comments :

CITY OF MONTEBELLO PARKS MASTER PLAN

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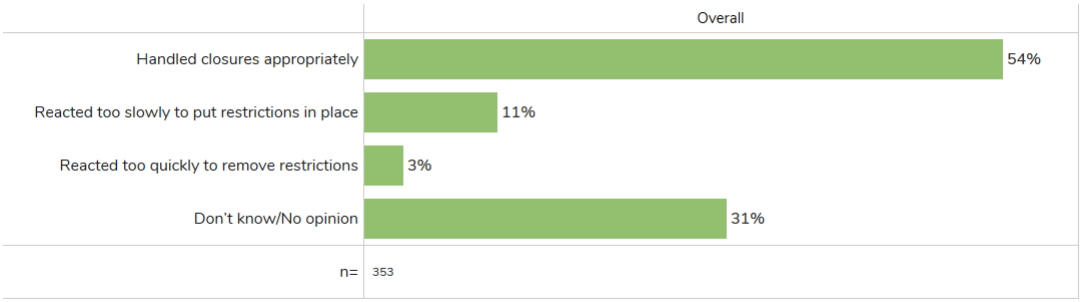
Appreciation for Parks & Rec & Handling of Closures

Q 21: How do you feel about how the City of Montebello handled parks and recreation closures?



Source: RRC Associates and KTUA

CITY OF MONTEBELLO PARKS MASTER PLAN

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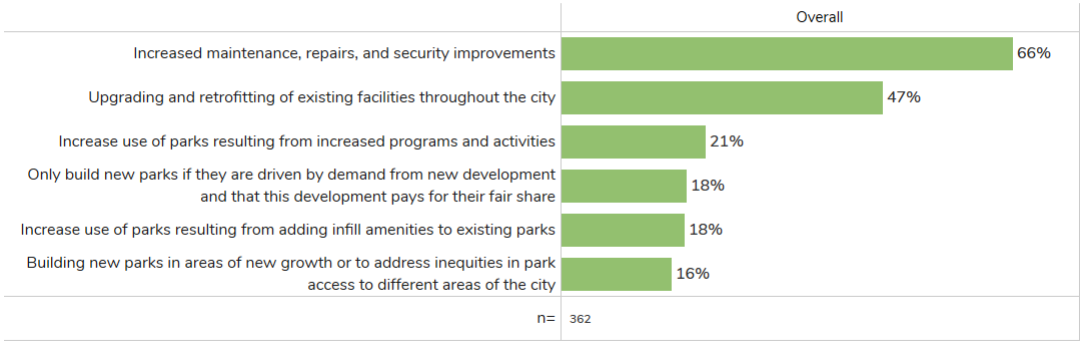
Priorities Over Next Two Years

Q 22: Given likely budget issues influenced in part by COVID-19 for the City of Montebello over the next few years, what are the top two priorities that should be implemented?



Source: RRC Associates and KTUA

CITY OF MONTEBELLO
PARKS MASTER PLAN

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CITY OF MONTEBELLO PARKS AND RECREATION SURVEY

Help shape the future of your community! The City of Montebello wants your feedback to assist in the planning and development of future parks and recreation opportunities.

1. **How long have you lived in the City of Montebello? Please enter number:** ☐☐ Years **OR** ☐ Check here if less than a year

SATISFACTION

2. **How satisfied has your household been with the overall quality of parks, recreation programs/services, facilities, and events you have used in the past 12 months?**

	NOT AT ALL SATISFIED 1	2	3	4	VERY SATISFIED 5	HAVEN'T USED IN PAST 12 MONTHS
City Parks	☐	☐	☐	☐	☐	☐
Recreation programs or services	☐	☐	☐	☐	☐	☐
Recreation facilities	☐	☐	☐	☐	☐	☐
Special events	☐	☐	☐	☐	☐	☐

CURRENT USAGE

3. **Which city parks/recreation facilities have been used by your household in the past 12 months? (CHECK ALL THAT APPLY)**
   1) ☐ Acuna Park
   2) ☐ Ashiya Park
   3) ☐ Bicknell Park
   4) ☐ Chet Holifield Park
   5) ☐ Community and Senior Center
   6) ☐ Dutcher Tot Lot
   7) ☐ Grant Rea Park
   8) ☐ Montebello City Park
   9) ☐ Montebello Golf Course
   10) ☐ Northridge Mini Park
   11) ☐ Potrero Heights Park
   12) ☐ Reggie Rodriguez Park
   13) ☐ Sanchez Adobe Park
   14) ☐ Skate Park
   15) ☐ Taylor Ranch Museum
   16) ☐ Taylor Ranch Park
   17) ☐ Other: (specify _____)

4. **From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?**
   Insert number from Question 3: #1 Most Used _____ #2 Most Used _____ #3 Most Used _____

5. **From the list of parks in Question 3, which park do you live closest to?**
   Insert number from Question 3: _____ OR ☐ Check here if you don't know

6. **Which of the city parks/recreation facilities, if any, do you feel needs major improvements and additional amenities to become a better-quality park that can support recreational needs into the future?**
   Insert number(s) from Question 3 above: _____ ☐ Check here if you don't know

7. **If you and/or a member of your household were to walk to the closest park, community center and/or other recreation facility to your home, approximately how long would it take to get there (one direction)?**

   ☐☐ Minutes walking one way **OR** ☐ Check here if you don't know

8. **When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use? (CHECK ALL THAT APPLY)**
   1) ☐ Motor vehicle (e.g., car, motorcycle)
   2) ☐ Public transportation/shared (e.g., Uber, Lyft)
   3) ☐ Bicycle/skateboard
   4) ☐ Walking/Running
   5) ☐ Other: _____
   6) ☐ N/A – I don't use parks/recreation facilities

9. **From the list in the previous question, what is your preferred mode of transportation?**
   Insert number from Question 8: _____

10. **If additional trail connections, bike lanes/paths, pedestrian walkways and/or street crossings were developed, would you and/or your household walk or ride a bicycle to get to parks, neighborhood centers and/or recreation facilities more often?**

DEFINITELY WOULD NOT 1	PROBABLY WOULD NOT 2	NEUTRAL/NO CHANGE 3	PROBABLY WOULD 4	DEFINITELY WOULD 5
☐	☐	☐	☐	☐

CURRENT CONDITIONS

11. For the following section, please rate A: how <u>important</u> are the following facilities and services to your <u>household</u>, and then rate B: how you think they are currently <u>meeting the needs</u> of the <u>community</u>. Please provide an answer for A and B whether or not you have used the facility or service.

Fill in two boxes per row (one each in column A and column B):	A) IMPORTANCE TO YOUR HOUSEHOLD					B) MEETING THE NEEDS OF THE COMMUNITY					
	NOT AT ALL IMPORTANT				VERY IMPORTANT	NOT AT ALL				COMPLETELY	DON'T KNOW
	1	2	3	4	5	1	2	3	4	5	x
Facilities and Amenities											
Amenities at City parks (e.g., picnic areas, restrooms)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Athletic courts (e.g., basketball, tennis)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Athletic fields (e.g., baseball, soccer)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
City parks and open spaces	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Community centers	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Trails and pathways	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Programs and Services											
Adaptive programs at City facilities	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Adult recreation and sport programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Aquatic programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Kids club/camps	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Senior programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Special events	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Youth recreation and sport programs	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other: (specify _____)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

12. From the list below, indicate which factors have hindered your use of Montebello parks and recreation facilities, services, and programs in the past? (CHECK ALL THAT APPLY)

- ☐ N/A - Have not been hindered
- ☐ Don't have the programs I want
- ☐ Hours of operation/time offered
- ☐ Lack of quality instruction for programming
- ☐ Location of programs/classes not convenient
- ☐ No time or other personal reasons
- ☐ Not aware of the services offered
- ☐ Overall condition/maintenance of locations
- ☐ Prefer other recreation providers/clubs
- ☐ Price or user fees
- ☐ Safety and security
- ☐ Other (specify): _____

COMMUNICATION

13. How effective is the City of Montebello at reaching you with information on parks and recreation facilities, services, and programs?

NOT AT ALL EFFECTIVE — VERY EFFECTIVE

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

14. How do you currently receive information on parks and recreation facilities, services, and programs? (CHECK ALL THAT APPLY)

1) ☐ Local media (e.g., TV, radio, newspaper)
2) ☐ City of Montebello website
3) ☐ At the recreation facility/program location
4) ☐ Social media (e.g., Facebook, Instagram, Nextdoor)
5) ☐ Email
6) ☐ School email/newsletter
7) ☐ Flyers/posters at businesses
8) ☐ Billboard/street banner
9) ☐ Word of mouth
10) ☐ Other (specify: _____)

15. What is the <u>best</u> way for you to receive information on parks and recreation facilities, services, and programs?

Insert number from Question 14: _____

FUTURE FACILITIES, AMENITIES, AND PROGRAMS

16. Which THREE of the following non-traditional recreational facilities and/or activities do you feel should be seriously considered by the City of Montebello over the next 5 years? (PICK UP TO THREE)

- ☐ Adventure playground
- ☐ Bike pump track/skills course
- ☐ Botanical gardens
- ☐ Community gardens
- ☐ Disc golf course
- ☐ Dog parks
- ☐ Improved lighting
- ☐ Obstacle or agility course
- ☐ Outdoor fitness equipment
- ☐ Pickleball courts
- ☐ Picnic shelters
- ☐ Rope, wall, or bouldering
- ☐ Skateboard park/plaza
- ☐ Spray-grounds/splash pads for water fun
- ☐ Walking trails
- ☐ Other facility/amenity: _____

17. What are the most important needs to be addressed by the City of Montebello over the next 5 to 10 years?

	NOT AT ALL IMPORTANT				VERY IMPORTANT
	1	2	3	4	5
Add more pocket parks/plazas (less than ½ acre)	☐	☐	☐	☐	☐
Add more linear parks that include natural areas with paths	☐	☐	☐	☐	☐
Add more trails and walking areas in or outside of parks	☐	☐	☐	☐	☐
Add more mini-parks (1/2 to 2 acres)	☐	☐	☐	☐	☐
Add more traditional neighborhood or community parks	☐	☐	☐	☐	☐
Expand current park amenities and activities	☐	☐	☐	☐	☐
Expand exisiting park boundaries	☐	☐	☐	☐	☐

VALUES AND VISION

18. Parks, recreation, and open space opportunities are offered in Montebello for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following purposes in Montebello is to you and your household.

	NOT AT ALL IMPORTANT				VERY IMPORTANT
	1	2	3	4	5
Create economic benefit through attraction of businesses and enhanced property values	☐	☐	☐	☐	☐
Encourage active lifestyles and promote health, wellness, and fitness	☐	☐	☐	☐	☐
Ensure environmental sustainability in park design and maintenance practices	☐	☐	☐	☐	☐
Ensure facilities and programs are affordable to all residents of Montebello	☐	☐	☐	☐	☐
Ensure parks and recreation opportunities are accessible to all residents (including safe walkable routes, trail connections, and transportation options)	☐	☐	☐	☐	☐
Focus on providing family-oriented activities	☐	☐	☐	☐	☐
Offer cultural events, festivals, and activities to reflect diversity and inclusivity	☐	☐	☐	☐	☐
Provide a high level of safety and security at facilities	☐	☐	☐	☐	☐
Strengthen community image and sense of place	☐	☐	☐	☐	☐
Other (specify): _____	☐	☐	☐	☐	☐

COVID-19 ASSESSMENT

19. Given the pandemic, CDC guidelines and restrictions on accessing parks and recreational facilities that were put into effect for COVID-19, are you now more appreciative of your parks and getting access to them? ☐ Yes ☐ No

20. Do you have any specific comments on how the COVID-19 pandemic has impacted your access to parks and recreation facilities and how that has affected your appreciation for parks and recreational facilities?

_____

_____

21. How do you feel about how the City of Montebello handled parks and recreation closures?

- ☐ Handled closures appropriately
- ☐ Reacted too slowly to put restrictions in place
- ☐ Reacted too quickly to remove restrictions
- ☐ Don't know/No opinion

22. Given likely budget issues influenced in part by COVID-19 for the City of Montebello over the next few years, what are the top two priorities that should be implemented? (PLEASE SELECT ONLY TWO)

- ☐ Increase use of parks resulting from increased programs and activities
- ☐ Increase use of parks resulting from adding infill amenities to existing parks
- ☐ Upgrading and retrofitting of existing facilities throughout the city
- ☐ Building new parks in areas of new growth or to address inequities in park access to different areas of the city
- ☐ Increased maintenance, repairs, and security improvements
- ☐ Only build new parks if they are driven by demand from new development and that this development pays for their fair share of these facilities

SUGGESTIONS AND ADDITIONAL COMMENTS

23. Do you have any further comments about parks, recreation facilities, and programs in Montebello?

_____

_____

DEMOGRAPHICS

Your demographic information will assist in our analysis of survey responses. Your responses are confidential and individual responses will not be shared.

24. Please indicate the gender with which you identify:

- ☐ Male
- ☐ Female
- ☐ I prefer to identify as:_____
- ☐ Prefer not to answer

25. What is your age?

- ☐ Under 25
- ☐ 25 – 34
- ☐ 35 – 44
- ☐ 45 – 54
- ☐ 55 – 64
- ☐ 65 – 74
- ☐ 75 or over

26. Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?

- ☐ Yes ☐ No

27. Do you own a dog?

- ☐ Yes ☐ No

28. Which of these categories best applies to your household?

- ☐ Single, no children
- ☐ Single with children at home
- ☐ Single, children no longer at home (empty nester)
- ☐ Couple, no children
- ☐ Couple with children at home
- ☐ Couple, children no longer at home (empty nester)
- ☐ Multi-generational home (grandparents, parents, children)

29. Do you own or rent your residence in Montebello?

- ☐ Own ☐ Rent ☐ Other

30. Are you a registered voter in Montebello?

- ☐ Yes ☐ No

31. Are you of Hispanic, Latino or Spanish origin?

- ☐ Yes ☐ No

32. What race do you consider yourself to be? (CHECK ALL THAT APPLY)

- ☐ American Indian and Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian and Other Pacific Islander
- ☐ White
- ☐ Some other race

33. Are there any languages other than English used in your household to communicate? If so, please indicate below. (CHECK ALL THAT APPLY)

- ☐ Arabic
- ☐ Armenian
- ☐ Mandarin Chinese
- ☐ Japanese
- ☐ Portuguese
- ☐ Spanish
- ☐ Other: _____

34. Which of these categories best describes the total gross annual income of your household (before taxes)?

- ☐ Under $25,000
- ☐ $25,000–49,999
- ☐ $50,000–74,999
- ☐ $75,000–99,999
- ☐ $100,000–149,999
- ☐ $150,000–199,999
- ☐ $200,000–249,999
- ☐ $250,000 or more

Thank you for taking the time to share your opinions.
Your input will be of great value to Montebello Parks and Recreation.

ENCUESTA SOBRE LOS PARQUES Y RECREACIÓN DE LA CIUDAD DE MONTEBELLO

¡Ayude a dar forma al futuro de su comunidad! La ciudad de Montebello necesita sus comentarios para ayudar en la planificación y desarrollo de parques y oportunidades de recreación futuras.

1. ¿Cuánto tiempo ha vivido en la ciudad de Montebello? Ingrese el número: ☐☐ años O ☐ Marque aquí si ha sido por menos de un año

SATISFACCIÓN

2. *¿Qué tan satisfecho ha estado con la calidad general de los parques, programas y/o servicios recreativos, instalaciones y eventos que ha utilizado en los últimos 12 meses?*

	NO SATISFECHO 1	2	3	4	MUY SATISFECHO 5	NO LO HE USADO EN LOS ÚLTIMOS 12 MESES
Parques de la ciudad	☐	☐	☐	☐	☐	☐
Programas o servicios de recreación	☐	☐	☐	☐	☐	☐
Instalaciones recreativas	☐	☐	☐	☐	☐	☐
Eventos especiales	☐	☐	☐	☐	☐	☐

USO ACTUAL

3. ¿Qué parques de la ciudad y/o instalaciones recreativas ha utilizado en los últimos 12 meses? (MARQUE TODO LO QUE APLIQUE)
   1) ☐ Acuna Park
   2) ☐ Ashiya Park
   3) ☐ Bicknell Park
   4) ☐ Chet Holifield Park
   5) ☐ Community and Senior Center
   6) ☐ Dutcher Tot Lot
   7) ☐ Grant Rea Park
   8) ☐ Montebello City Park
   9) ☐ Montebello Golf Course
   10) ☐ Northridge Mini Park
   11) ☐ Potrero Heights Park
   12) ☐ Reggie Rodriguez Park
   13) ☐ Sanchez Adobe Park
   14) ☐ Skate Park
   15) ☐ Taylor Ranch Museum
   16) ☐ Taylor Ranch Park
   17) ☐ Otro: (especifique _____)

4. De la lista de la pregunta anterior, ¿qué TRES parques y/o instalaciones recreativas usa con más frecuencia?
   Escriba el número de la pregunta 3: #1 Más usado _____ #2 Más usado _____ #3 Más usado _____

5. De la lista de parques en la pregunta 3, ¿de qué parque vive más cerca?
   Escriba el número de la pregunta 3: _____ O ☐ Marque aquí si no lo sabe

6. ¿Cuáles de los parques y/o instalaciones recreativas de la ciudad, si los hay, cree que necesita mejoras importantes y servicios adicionales para convertirse en un parque de mejor calidad que pueda satisfacer las necesidades recreativas en el futuro?
   Escriba el (los) número(s) de la pregunta 3: _____ ☐ Marque aquí si no lo sabe

7. Si usted y/o un miembro de su hogar fueran a caminar al parque, centro comunitario u otra instalación recreativa más cercana a su casa, ¿aproximadamente cuánto tiempo le tomaría llegar ahí (caminando en un sentido)?
   ☐☐ minutos caminando en una dirección ☐ Marque aquí si no lo sabe

8. Cuando usted y/o su familia visitan parques, centros comunitarios y/o instalaciones recreativas, ¿qué medio(s) de transporte utiliza normalmente? (MARQUE TODO LO QUE CORRESPONDA)
   1) ☐ Vehículo de motor (ej. carro, motocicleta)
   2) ☐ Transporte público o compartido (Uber Lyft)
   3) ☐ Bicicleta o patineta
   4) ☐ Caminando o corriendo
   5) ☐ Otro: _____
   6) ☐ N/A – No uso parques o instalaciones recreativas

9. De la lista de la pregunta anterior, ¿cuál es su medio de transporte preferido?
   Escriba el número de la pregunta 8: _____

10. Si se desarrollaran conexiones a senderos adicionales, carriles o senderos para bicicletas, senderos para peatones y/o cruces peatonales, ¿usted o su familia caminarían o andarían en bicicleta para llegar a parques, centros comunitarios o instalaciones recreativas con mayor frecuencia?

DEFINITIVAMENTE NO 1	PROBABLEMENTE NO 2	NEUTRAL/SIN CAMBIO 3	PROBABLEMENTE LO HARIA 4	DEFINITIVAMENTE LO HARIA 5

☐ ☐ ☐ ☐ ☐

CONDICIONES ACTUALES

11. Para la siguiente sección, califique A: cuán importantes son las siguientes instalaciones y servicios en su hogar, y luego califique B: cómo cree que satisfacen actualmente las necesidades de la comunidad. Proporcione una respuesta para A y B ya sea que haya utilizado la instalación y el servicio o no.

	A) IMPORTANCIA DENTRO DE SU HOGAR					B) SATISFACE LAS NECESIDADES DE LA COMUNIDAD					
Marque dos casillas por fila (uno en cada columna A y columna B):	PARA NADA IMPORTANTE				MUY IMPORTANTE	PARA NADA				TOTALMENTE	NO SÉ
	1	2	3	4	5	1	2	3	4	5	x
Instalaciones											
Servicios en los parques de la ciudad (p. ej., áreas de picnic, baños)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Canchas deportivas (p. ej., baloncesto, tenis)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Campos deportivos (p. ej., béisbol, fútbol)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Parques de la ciudad y espacios abiertos	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Centros comunitarios	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Senderos y caminos	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Programas y servicios											
Programas flexibles en las instalaciones de la ciudad	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Programas recreativos y deportivos para adultos.	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Programas acuáticos	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Clubs para niños y/o campamentos	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Programas para adultos mayores	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Eventos especiales	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Programas recreativos y deportivos para jóvenes	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Otro: (especifique _____)	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

12. De la lista a continuación, indique qué factores han impedido que utilice los parques, instalaciones recreativas, servicios y programas de Montebello en el pasado. (MARQUE TODO LO QUE APLIQUE)

- ☐ N/A - No me lo han impedido
- ☐ No ofrecen los programas que me interesan
- ☐ Horario de operación
- ☐ Falta de instrucción de calidad para los programas
- ☐ Ubicación inconveniente de los programas y/o clases
- ☐ Sin tiempo u otras razones personales
- ☐ No conozco los servicios ofrecidos
- ☐ Condición general y/o mantenimiento de las instalaciones
- ☐ Prefiero ir a otros lugares/clubes de recreación
- ☐ Precio o tarifas para el usuario
- ☐ Seguridad y protección
- ☐ Otra (especifique: _____)

COMUNICACIÓN

13. ¿Qué tan efectiva es la ciudad de Montebello para contactarlo con información sobre parques, instalaciones recreativas, servicios y programas?

NO ES EFECTIVA — MUY EFECTIVA

1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

14. ¿Cómo recibe actualmente información sobre parques, instalaciones, servicios y programas de recreación? (MARQUE TODO LO QUE CORRESPONDA)

1) ☐ Medios locales (p. ej., televisión, radio, periódico)
2) ☐ Sitio web de la ciudad de Montebello
3) ☐ En la instalación recreativa y/o ubicación del programa
4) ☐ Redes sociales (p. Ej., Facebook, Instagram, Nextdoor)
5) ☐ Correo electrónico
6) ☐ Correo electrónico y/o boletín escolar
7) ☐ Folletos y/o carteles en negocios
8) ☐ Espectaculares o anuncios en las calles
9) ☐ De boca en boca
10) ☐ Otro (especifique: _____)

15. ¿Cuál es la mejor manera de recibir información sobre parques, instalaciones, servicios y programas de recreación?

Escriba el número de la pregunta 14: _____

INSTALACIONES, SERVICIOS Y PROGRAMAS FUTUROS

16. ¿Cuáles de las siguientes TRES instalaciones y/o actividades recreativas no tradicionales cree que la ciudad de Montebello debería considerar seriamente en los próximos 5 años? (ELIJA HASTA TRES)

- ☐ Parque de aventura
- ☐ Pump Track (parque de bicicletas)
- ☐ Jardines botánicos
- ☐ Jardines comunitarios
- ☐ Campo de disc golf
- ☐ Parques para perros
- ☐ Mejor alumbrado público
- ☐ Recorrido de obstáculos
- ☐ Aparatos para hacer ejercicio al aire libre
- ☐ Canchas de pickleball
- ☐ Techos para sombra o picnic
- ☐ Cuerdas y/o paredes para escalar
- ☐ Parque y/o plaza para patinaje
- ☐ Fuentes para diversión
- ☐ Senderos para caminar
- ☐ Otra instalación o actividad: _____

17. ¿Cuáles son las necesidades más importantes que debe abordar la ciudad de Montebello en los próximos 5 a 10 años?

	PARA NADA IMPORTANTE 1	2	3	4	MUY IMPORTANTE 5
Más parques y plazas pequeñas (menos de ½ acre)	☐	☐	☐	☐	☐
Más parques lineales que incluyan áreas naturales con senderos	☐	☐	☐	☐	☐
Más senderos y áreas para caminar dentro o fuera de los parques	☐	☐	☐	☐	☐
Más mini parques (1/2 a 2 acres)	☐	☐	☐	☐	☐
Más parques de vecindario tradicionales o parques comunitarios	☐	☐	☐	☐	☐
Ampliar los servicios y actividades actuales del parque	☐	☐	☐	☐	☐
Ampliar los límites existentes de los parques	☐	☐	☐	☐	☐

VALORES Y VISIÓN

18. Montebello ofrecen parques, recreación y espacios abiertos para una variedad de propósitos y para satisfacer las necesidades de una población diversa. Marque en la casilla la importancia de cada uno de los siguientes propósitos en Montebello para usted.

	PARA NADA IMPORTANTE 1	2	3	4	MUY IMPORTANTE 5
Crear beneficios económicos a través de la atracción de negocios y el incremento de los valores de las propiedades	☐	☐	☐	☐	☐
Fomentar estilos de vida activos y promover la salud, el bienestar y la condición física	☐	☐	☐	☐	☐
Garantizar la sostenibilidad ambiental en el diseño de los parques y las prácticas de mantenimiento	☐	☐	☐	☐	☐
Asegurar que las instalaciones y programas sean accesibles para todos los residentes de Montebello	☐	☐	☐	☐	☐
Asegurar que los parques y las oportunidades de recreación sean accesibles para todos los residentes (incluidas rutas seguras para caminar, conexiones a senderos y opciones de transporte)	☐	☐	☐	☐	☐
Enfocarse en proporcionar actividades orientadas a la familia	☐	☐	☐	☐	☐
Ofrecer eventos culturales, festivales y actividades para reflejar la diversidad y la inclusión	☐	☐	☐	☐	☐
Proporcionar un alto nivel de seguridad en las instalaciones	☐	☐	☐	☐	☐
Fortalecer la imagen de la comunidad y el sentido del lugar	☐	☐	☐	☐	☐
Otro (especifique): _____	☐	☐	☐	☐	☐

EVALUACIÓN SOBRE EL COVID-19

19. Dada la pandemia, las pautas y restricciones del CDC para acceder a parques e instalaciones recreativas que se pusieron en práctica para el COVID-19, ¿ahora aprecia más sus parques y el acceso a ellos? ☐ Sí ☐ No

20. ¿Tiene algún comentario específico sobre cómo la pandemia de COVID-19 ha afectado su acceso a parques e instalaciones recreativas y cómo eso ha cambiado su aprecio por los parques e instalaciones recreativas?

_____

21. ¿Cómo se siente acerca de cómo la ciudad de Montebello manejó los cierres de los parques e instalaciones recreativas?
- ☐ Manejó cierres apropiadamente
- ☐ Reaccionó demasiado lento para establecer restricciones
- ☐ Reaccionó demasiado rápido para eliminar restricciones
- ☐ No lo sé / No tengo ninguna opinión

22. Dados los posibles problemas presupuestarios influenciados en parte por el COVID-19 para la ciudad de Montebello en los próximos años, ¿cuáles son las dos principales prioridades que deben implementarse: (SELECCIONE SOLO DOS)
- ☐ Aumentar el uso de parques como resultado de mayores programas y actividades
- ☐ Aumentar el uso de parques como resultado de agregar servicios de relleno a los parques existentes
- ☐ Actualización y modernización de las instalaciones existentes en toda la ciudad
- ☐ Construir nuevos parques en áreas de nuevo crecimiento o para abordar las desigualdades en el acceso a diferentes áreas de la ciudad
- ☐ Mayor mantenimiento, reparaciones y mejoras de seguridad
- ☐ Solo construir nuevos parques si son impulsados por la demanda del nuevo desarrollo y si este desarrollo paga su parte justa de estas instalaciones

SUGERENCIAS Y COMENTARIOS ADICIONALES

23. ¿Tiene algún comentario adicional sobre los parques, instalaciones y programas de recreación en Montebello?

_____

_____

DEMOGRAFÍA

Su información demográfica ayudará en nuestro análisis de las respuestas de la encuesta. Sus respuestas son confidenciales y no se compartirán respuestas individuales.

24. Indique el género con el que se identifica:
- ☐ Masculino
- ☐ Femenino
- ☐ Prefiero identificarme como: _____
- ☐ Prefiero no responder

25. ¿Cuál es tu edad?
- ☐ Menos de 25
- ☐ 25 – 34
- ☐ 35 – 44
- ☐ 45 – 54
- ☐ 55 – 64
- ☐ 65 – 74
- ☐ 75 o más

26. ¿Necesita instalaciones y servicios accesibles para personas con discapacidad en su hogar?
- ☐ Sí ☐ No

27. ¿Tiene un perro?
- ☐ Sí ☐ No

28. ¿Cuál de estas categorías se aplica mejor a usted?
- ☐ Soltero(a), sin hijos
- ☐ Soltero(a) con hijos en casa
- ☐ Soltero(a), niños que ya no están en casa (nido vacío)
- ☐ Pareja sin hijos
- ☐ Pareja con hijos en casa
- ☐ Pareja, con hijos que ya no están en casa (nido vacío)
- ☐ Hogar multigeneracional (abuelos, padres, hijos)

29. ¿Es propietario o renta una residencia en Montebello?
- ☐ Propietario ☐ Rento ☐ Otro

30. ¿Es usted un votante registrado en Montebello?
- ☐ Sí ☐ No

31. ¿Es de origen hispano, latino o español?
- ☐ Sí ☐ No

32. ¿Qué raza se consideras ser? (MARQUE TODO LO QUE CORRESPONDA)
- ☐ Indio americano o nativo de Alaska
- ☐ Asiático
- ☐ Afroamericano
- ☐ Nativo de Hawái u otras islas del Pacífico
- ☐ Blanco
- ☐ Alguna otra raza

33. ¿Hay otros idiomas además del inglés que se utilicen en su hogar para comunicarse? Si es así, indique a continuación. (MARQUE TODO LO QUE APLIQUE)
- ☐ Árabe
- ☐ Armenio
- ☐ Chino mandarín
- ☐ Japonés
- ☐ Portugués
- ☐ Español
- ☐ Otro: _____

34. ¿Cuál de estas categorías describe mejor el ingreso bruto anual total en su hogar (antes de impuestos)?
- ☐ Menos de $25,000
- ☐ $25,000–49,999
- ☐ $50,000–74,999
- ☐ $75,000–99,999
- ☐ $100,000–149,999
- ☐ $150,000–199,999
- ☐ $200,000–249,999
- ☐ $250,000 o más

Gracias por tomarse el tiempo para compartir sus opiniones.
Su opinión será de gran valor para los parques y recreación de Montebello.

SECTION III-D
Workshop 1



Project Introduction

- Project team:

CITY OF MONTEBELLO INCORPORATED OCT. 16, 1920 CALIFORNIA

+ ktua

GREENPLAY LLC
The Leading Edge In Parks, Recreation And Open Space Consulting

RRC ASSOCIATES

BUREAU VERITAS 1828

CITY OF MONTEBELLO PARKS MASTER PLAN

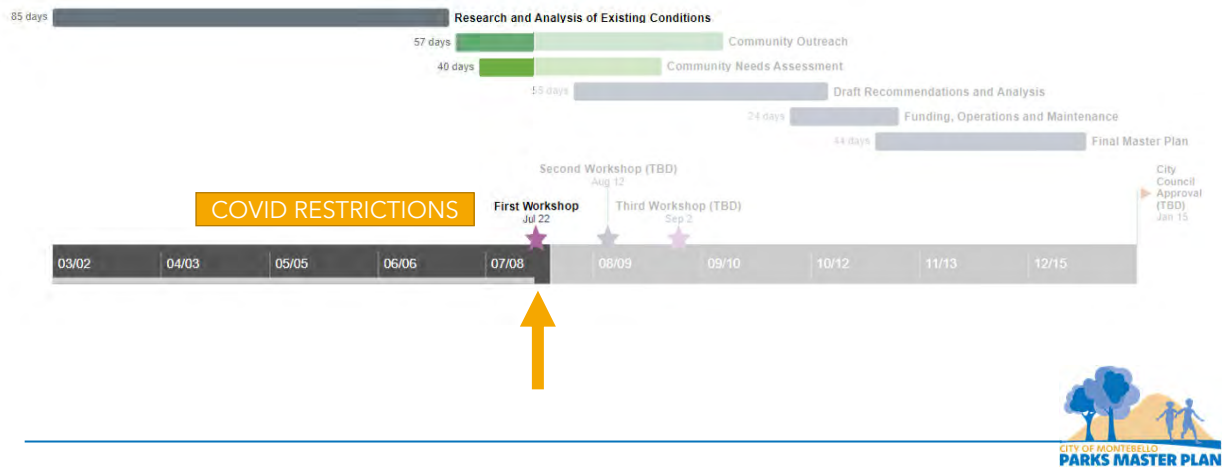
Workshop Schedule

6:00 – 6:10	Greet and Sign-in
6:10 – 6:20	Introduction
6:20 – 6:45	Presentation
6:45 – 7:15	Staff and Consultants Available for Questions

Project Introduction

- The purpose of this plan is to create a report for Montebello's parks and recreation facilities that will address:
  - Capital improvements
  - ADA accessibility
  - Park and general City facility conditions
  - Priorities and funding strategies
  - Maintenance standards
  - Recommendations for park facility improvements – including 3 specific park plans
- 1 year (March 2020 – January 2021)

Schedule



CITY OF MONTEBELLO
PARKS MASTER PLAN



Project Goals

We want to hear from you!

What is a Park Facilities Master Plan?

It is a document that provides a **guide** for the orderly development of future park, recreation, and open space facilities and programs that are required to meet the **current** and **future needs** of the community.





What will the Park Facilities Master Plan include?

In addition to the plan's findings and recommendations, this document will also include:

- An existing parks and facilities inventory
- Documentation of existing conditions
- Future plans
- Funding sources
- A comprehensive financial plan

Key Definitions

- Population Based Standards
- Parkshed
- Distribution of Park Services
- 5 Min / 10 Min Walk or Bike Time

Key Definitions

Equitable distribution of park and recreational facilities and the ability **to serve** the various neighborhoods and **all** socioeconomic **segments of the city's population**.

- Population Based Standards
- Parkshed
- Distribution of Park Services
- 5 Min / 10 Min Walk or Bike Time

A park service study done by taking a **park and** analyzing the **households** it serves. Typically studied in time increments, generating an estimate of the number of nearby **potential park users**.

Population Based Standards

Parkshed

Distribution of Park Services

5 Min / 10 Min Walk or Bike Time

A geographic **distribution analysis** correlating the distribution **of parks and population** and the different access ranges for various park types.

Population Based Standards

Parkshed

Distribution of Park Services

5 Min / 10 Min Walk or Bike Time

Indicates the **parks or facilities** that can be **reached by a 5 min or 10 min walk or bike ride**.

Population Based Standards

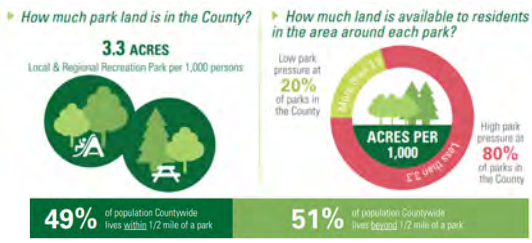
Parkshed

Distribution of Park Services

5 Min / 10 Min Walk or Bike Time

Previous Countywide Efforts

Los Angeles Countywide Parks and Recreation Needs Assessment (2016)



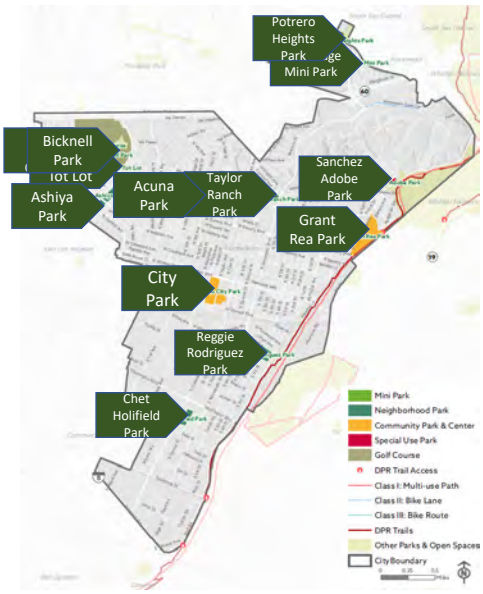
LA County



Montebello City

CITY OF MONTEBELLO PARKS MASTER PLAN

City of Montebello Parks Master Plan



Park Category	Size	Acres
Mini Parks + Neighborhood Park	< 10 acres	40.51
Community Parks + Center	> 10 acres	38.71
Special Use + Regional Facility		130.74
Total		**209.96**

Acuna Park (7.14 Acres)
0.84 park acres per 1,000

Ashiya Park (7.93 Acres)
1.01 park acres per 1,000

Bicknell Park (7.61 Acres)
3.84 park acres per 1,000

Chet Holified Park (6.55 Acres)
0.7 park acres per 1,000

Dutcher Tot Lot (0.04 Acres)
0.03 park acres per 1,000

Grant Rea Park (24.94 Acres)
4.64 park acres per 1,000

Montebello City Park (12.93 Acres)
1.13 park acres per 1,000

Northridge Mini Park (0.21 Acres)
0.05 park acres per 1,000

Potrero Heights Park (6.78 Acres)
1.21 park acres per 1,000

Reggie Rodriguez Park (7.6 Acres)
1.27 park acres per 1,000

Taylor Ranch Park (2.28 Acres)
0.39 park acres per 1,000

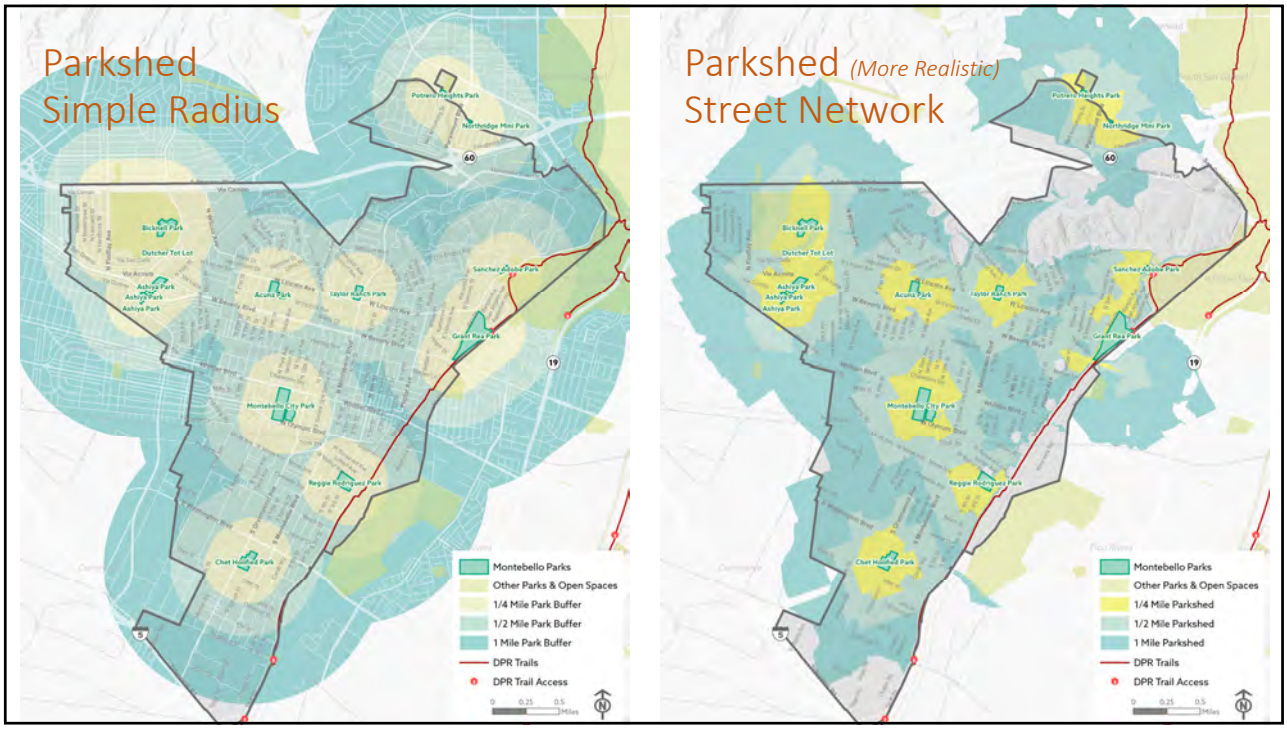
+ Community and Senior Center (0.37 Acres)
+ Sanchez Adobe Park (1.14 Acres)
+ Taylor Ranch Museum (0.25 Acres)

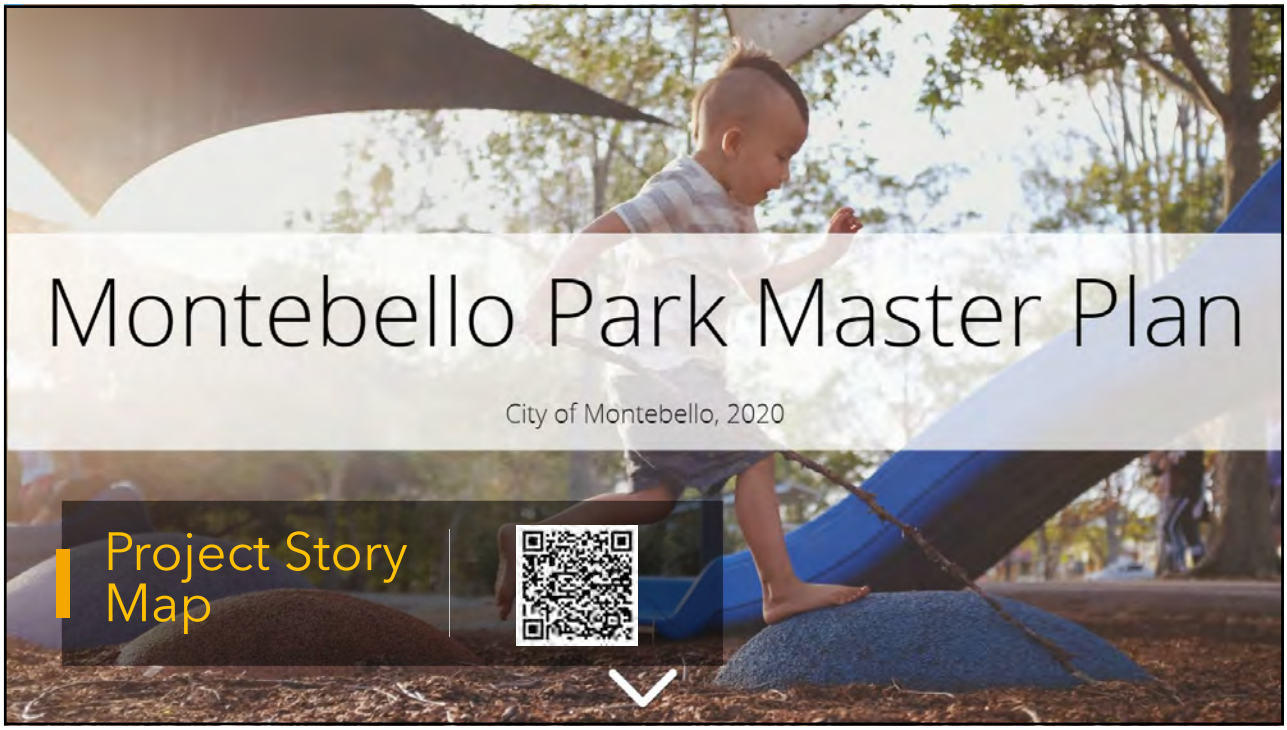
Understanding Parksheds

(Park Service Area)

Park Type	Parkshed Type	Assumption
Mini/Neighborhood Park	0.25 mile	5 min walk
Mini/Neighborhood Park	0.5 mile	10-12 min walk
Community/Regional Park	1 mile	6-8 min bike, and about 2 min drive




Parkshed
Simple Radius
Montebello Parks
Other Parks & Open Spaces
1/4 Mile Park Buffer
1/2 Mile Park Buffer
1 Mile Park Buffer
DPR Trails
DPR Trail Access
Parkshed (More Realistic)
Street Network
Montebello Parks
Other Parks & Open Spaces
1/4 Mile Parkshed
1/2 Mile Parkshed
1 Mile Parkshed
DPR Trails
DPR Trail Access

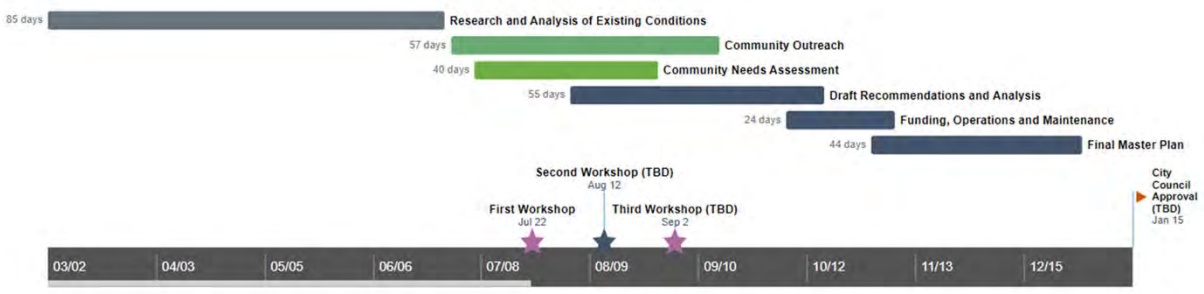

Montebello Park Master Plan
City of Montebello, 2020
Project Story Map

Ways to Participate

- Next Public Workshop anticipated **early August**
- Third Public Workshop anticipated **early September**
- For additional events check City web site
- Leave us your email address and we will keep you abreast of upcoming engagement events and milestones
- Look out for survey in the mail (not distributed to all residents). Story map will have a survey as well.
- Visit the **project story map,** https://arcg.is/0yeqOa

CITY OF MONTEBELLO
PARKS MASTER PLAN

Schedule



CITY OF MONTEBELLO
PARKS MASTER PLAN

Q&A

- What park/s would you like to see further explored for major improvements?

Q&A

- Are there areas within the City that you believe are currently underserved by park and recreational facilities?

Q&A

- During the shutdowns caused by COVID-19, have you used any parks for walking, jogging, etc.?

Q&A

- How satisfied are you with the variety and quality of recreation programs and events offered?

Q&A

- How satisfied are you with the daily upkeep of the parks, facilities, restrooms, safety, etc.? How responsive has the City been in addressing vandalism, graffiti, etc.?

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PARKS MASTER PLAN

Thank you for attending tonight's workshop!

Be sure to leave a comment before signing off

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Goals

- Maximize the use of existing parks
- Repurpose underused areas within parks
- Connect with a trail system that provides access to open space and connects parks
- Identify locations that could improve equitable distribution through new facility development

These are just a few. ***We want to hear from you!***

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Key Definitions?

Key definitions that you may hear throughout the project:

- Population Based Standards
- Parkshed
- Distribution of Park Services
- 5 Min / 10 Min Walk or Bike Time

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PARKS MASTER PLAN

Youtube Video Link: https://youtu.be/P6bP0f0o8rs

SECTION III-E
Workshop 2



1

Project Introduction

- Project team:

CITY OF MONTEBELLO INCORPORATED OCT. 16, 1920 CALIFORNIA

+ ktua

GREENPLAY LLC
The Leading Edge In Parks, Recreation And Open Space Consulting

RRC ASSOCIATES

BUREAU VERITAS 1828

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2

Schedule



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PARKS MASTER PLAN

3

Workshop Schedule

6:00 – 6:10 Greet and Sign-in

6:10 – 6:20 Introduction

6:20 – 6:45 Presentation

6:45 – 7:15 Staff and Consultants Available for Questions

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PARKS MASTER PLAN

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Agenda / Outline

1. Stakeholder Interview Overview
2. Inventory Overview
3. Geographic and Park Acreage Gaps
4. Visual Preference Survey
5. Closing Remarks

5

Workshop #1 Recap

1. Project introduction & goals
2. Discussed what a park facilities master plan is
3. Key definitions
4. Shared the City parks and sizes
5. Discussed parksheds
6. Showed the project Storymap and how to add input

6



Project Goals

We want to hear from you!

7

Key Definitions

- Population Based Standards
- Parkshed
- Distribution of Park Services
- 5 Min / 10 Min Walk or Bike Time

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8

Prop 68 Grant Funding

- Last round of the statewide Prop 68 grants (around 400 million dedicated to parks throughout California)
- Several parks qualify for this grant
- Major selection criteria includes
  - Project Location
  - Community Engagement
  - Operation and Maintenance Considerations
  - Summary About Project Needs, Benefits, & Readiness

PROJECT SELECTION CRITERIA		MAX POINT VALUE
PROJECT LOCATION		
1.	Critical Lack of PARK SPACE	15
2.	Significant Poverty	16
3.	Type of Project	10
COMMUNITY ENGAGEMENT		
4.	Community Based Planning	18
5.	Employment or Volunteer Opportunities	6
6.	Partnerships or Committed Funding	3
OPERATION AND MAINTENANCE CONSIDERATIONS		
7.	Environmental Design	7
8.	Public Use Fees and Hours of Operation	5
SUMMARY ABOUT PROJECT NEED, BENEFITS, AND READINESS		
9.	Community CHALLENGES, Project Benefits and Readiness	20
MAXIMUM SCORE		100

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PARKS MASTER PLAN

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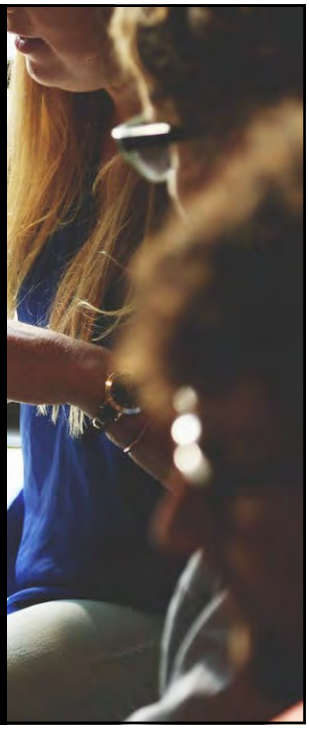
1

Stakeholder Interview Overview



10

Stakeholder Interview Input

- The team interviewed key staff and stakeholders to understand the current operations and opportunities and constraints of the park systems.
- The following members were interviewed:

  Staff: 5 members, May 14/15 and June 5, 2020

  Community Members: 5 sports group leaders , June 27, 2020

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Staff Interview Input

- City staff shared their vision of taking more recreation programs to neighborhood parks with a goal to make parks a hub at each neighborhood
- There is a general need to increase senior programing
- City staff felt there was a need to improve communication on programming through implementation of a program guide
- Safety in the parks is a major issue due to homelessness and limited lighting. This is especially challenging for youth sports organizations

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12

Community Interview Input

- Additional staff and financial resources are needed to provide updated facilities and expanded programs. Buildings are outdated and need general upkeep and renovated improvements. Daily upkeep of restrooms should be a priority.
- Overall, the City does a good job supporting sports throughout the community, but sports groups could use more space and time to host practices and games. Field scheduling could be more efficient and effective by using an automated field scheduling program.
- More attention should be paid to parks and amenities on the south side of town.

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Poll Question #1

- There appears to be difficulty in obtaining and/or reserving fields for use. Which of the following ideas be your first choice in resolving this issue?
  a. Digital reservation system with shared calendars to see availability
  b. More fields
  c. More lighted fields / night play
  d. Joint use fields with the school district

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2

Inventory Overview



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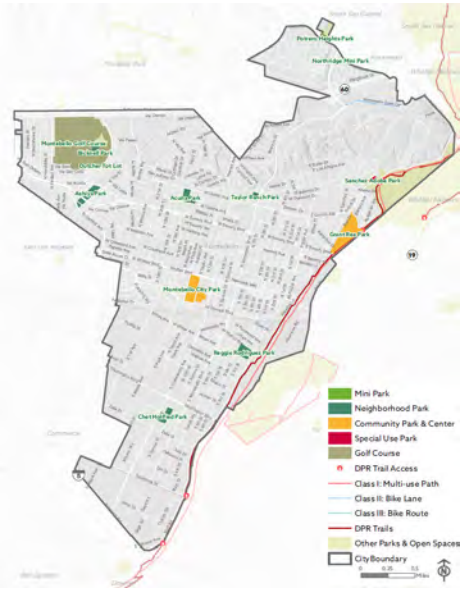
Summary of Park Acres



Park Category	Size	Acres
Mini Parks + Neighborhood Park	< 10 acres	40.51
Community Parks + Center	> 10 acres	38.71
Special Use + Regional Facility		130.74
Total		**209.96**

Acuna Park (7.14 Acres)
0.84 park acres per 1,000

Ashiya Park (7.93 Acres)
1.01 park acres per 1,000

Bicknell Park (7.61 Acres)
3.84 park acres per 1,000

Chet Holified Park (6.55 Acres)
0.7 park acres per 1,000

Dutcher Tot Lot (0.04 Acres)
0.03 park acres per 1,000

Grant Rea Park (24.94 Acres)
4.64 park acres per 1,000

Montebello City Park (12.93 Acres)
1.13 park acres per 1,000

Northridge Mini Park (0.21 Acres)
0.05 park acres per 1,000

Potrero Heights Park (6.78 Acres)
1.21 park acres per 1,000

Reggie Rodriguez Park (7.6 Acres)
1.27 park acres per 1,000

Taylor Ranch Park (2.28 Acres)
0.39 park acres per 1,000

+ Community and Senior Center (0.37 Acres)
+ Sanchez Adobe Park (1.14 Acres)
+ Taylor Ranch Museum (0.25 Acres)

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NRPA Standards

NRPA National Recreation and Park Association

Because everyone deserves a great park

- NRPA recently completed a comprehensive performance review document which highlights 24 of the most critical park and recreation metrics collected from the NRPA Park Metrics database.

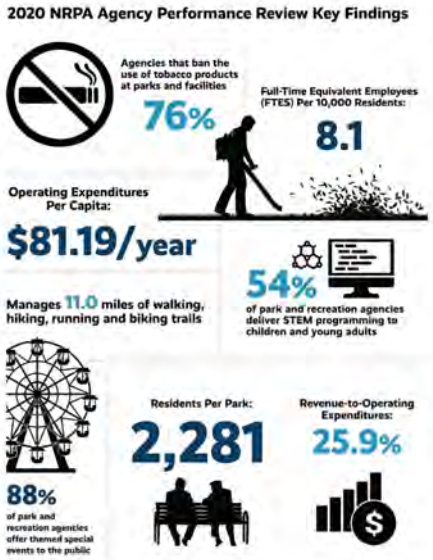

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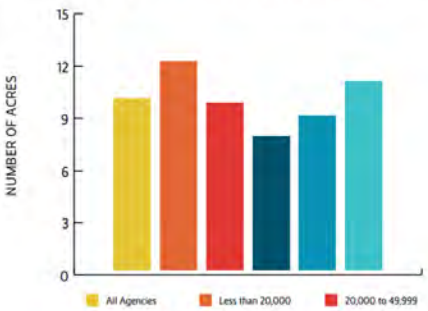
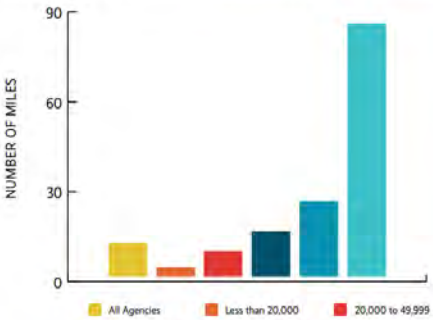
FIGURE 2: ACRES OF PARKLAND PER 1,000 RESIDENTS (BY JURISDICTION POPULATION)



	All Agencies	Less than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000	Over 250,000
Median	9.9	12.0	9.6	7.7	8.9	10.9
Lower Quartile	5.1	5.2	5.4	4.7	5.0	5.3
Upper Quartile	17.1	20.8	15.0	17.1	14.9	17.9

FIGURE 4: MILES OF TRAIL (BY JURISDICTION POPULATION)



	All Agencies	Less than 20,000	20,000 to 49,999	50,000 to 99,999	100,000 to 250,000	Over 250,000
Median	11.0	3.0	8.5	15.0	25.0	84.5
Lower Quartile	3.0	1.5	3.4	4.1	11.0	38.0
Upper Quartile	32.0	6.8	15.0	28.5	47.0	158.2

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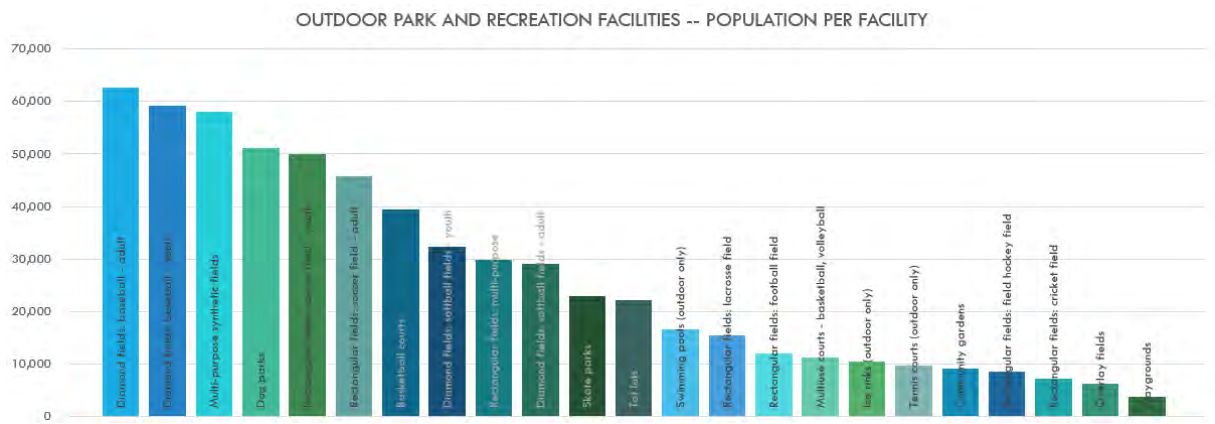
NRPA Summary of Typical Park Amenities



Poll Question #2

- What amenity do you feel that the City is most lacking in?
  a. Baseball / softball fields
  b. Soccer fields
  c. Playgrounds
  d. Trails

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PARKS MASTER PLAN

3

Geographic Distribution and Equity



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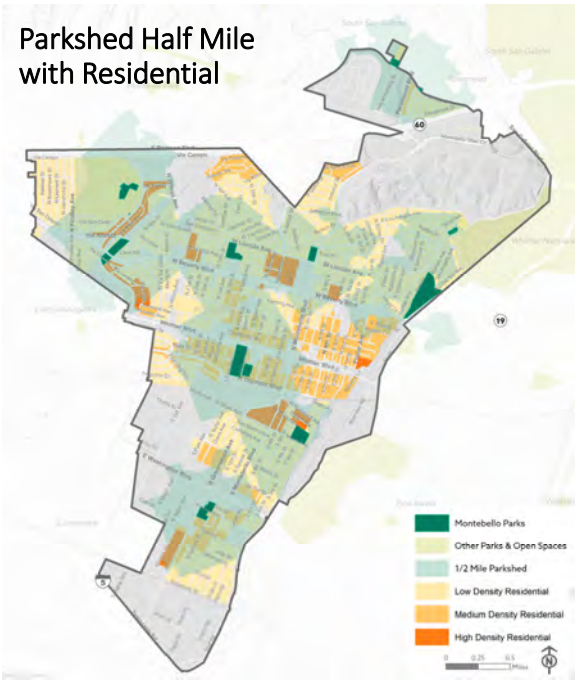
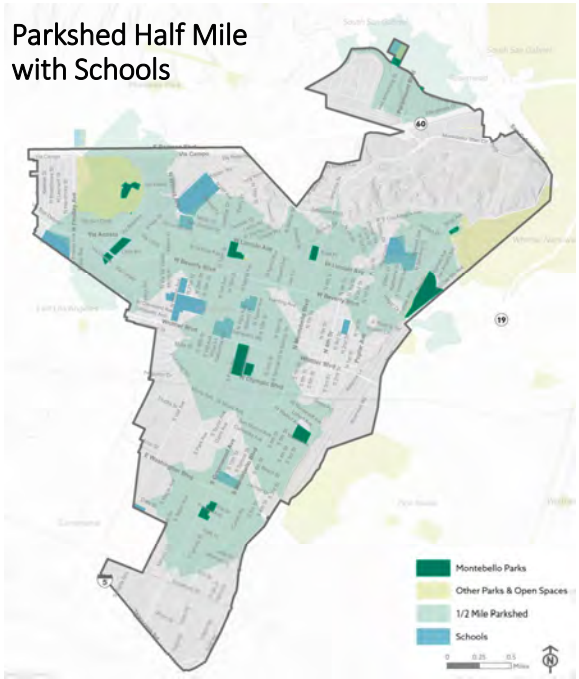
Parkshed Half Mile with Residential



Parkshed Half Mile with Schools



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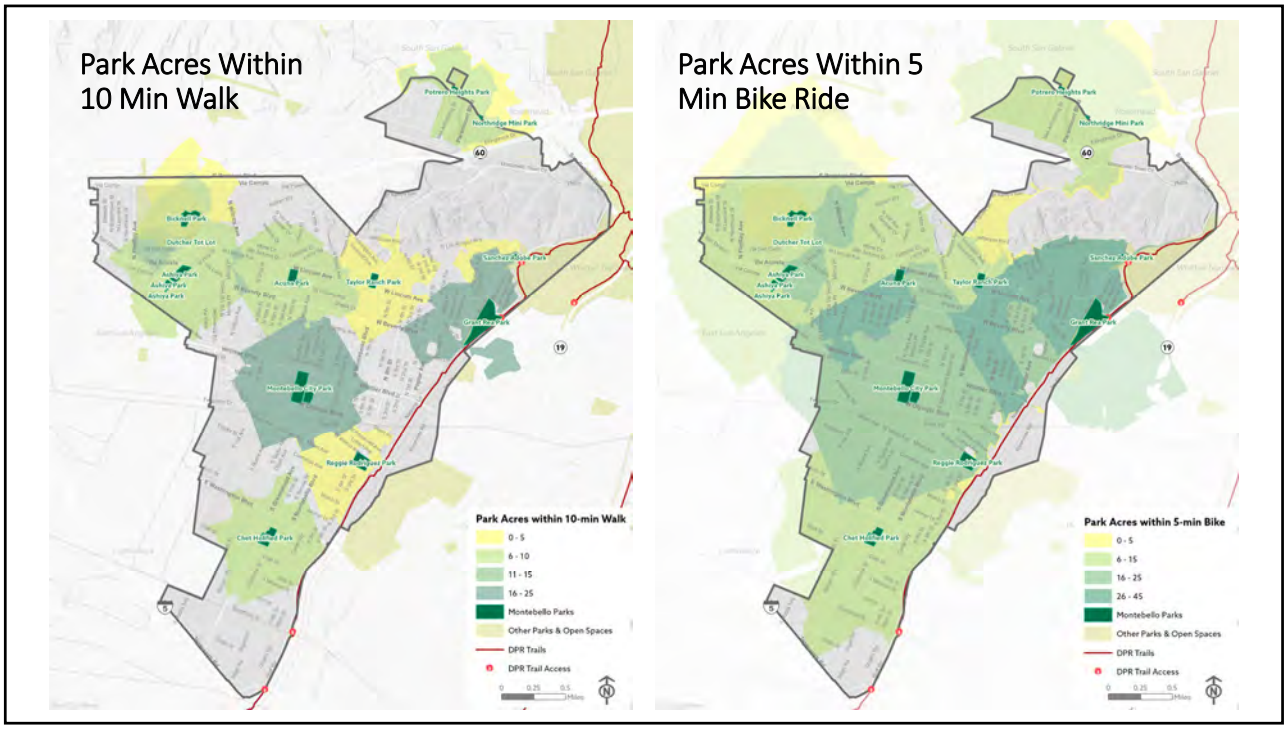
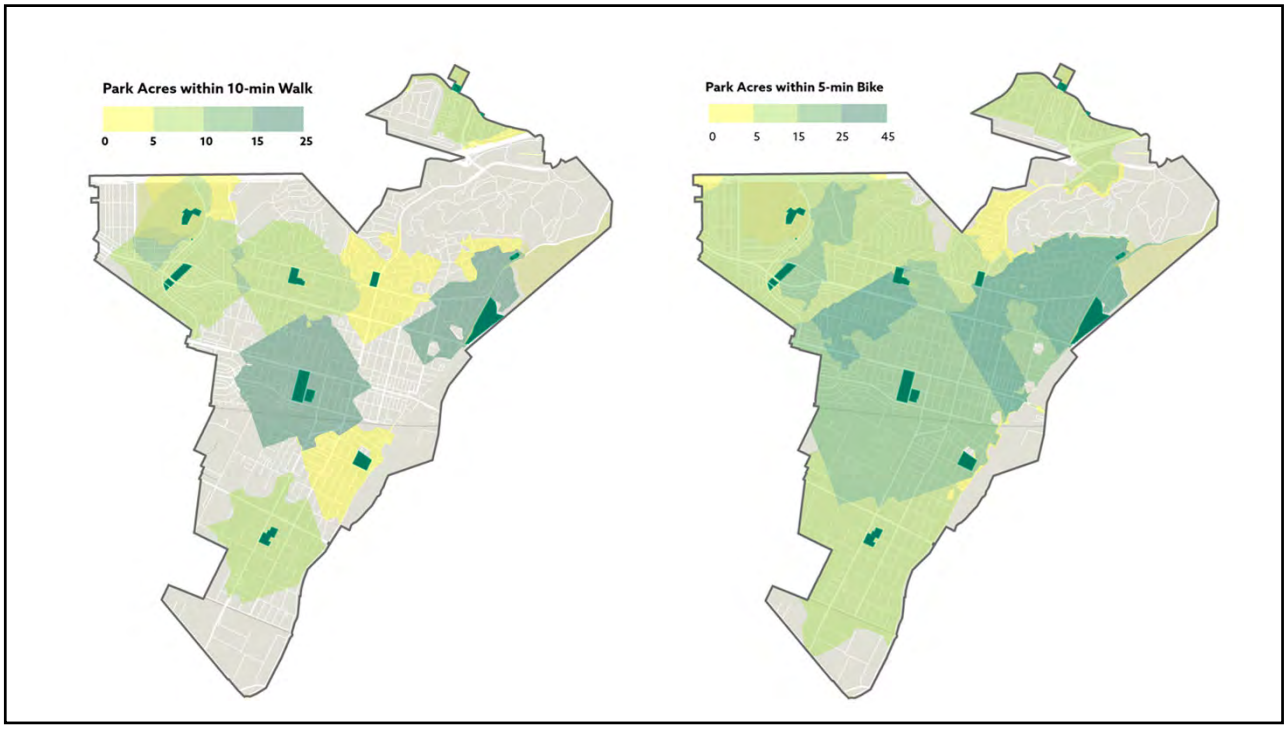
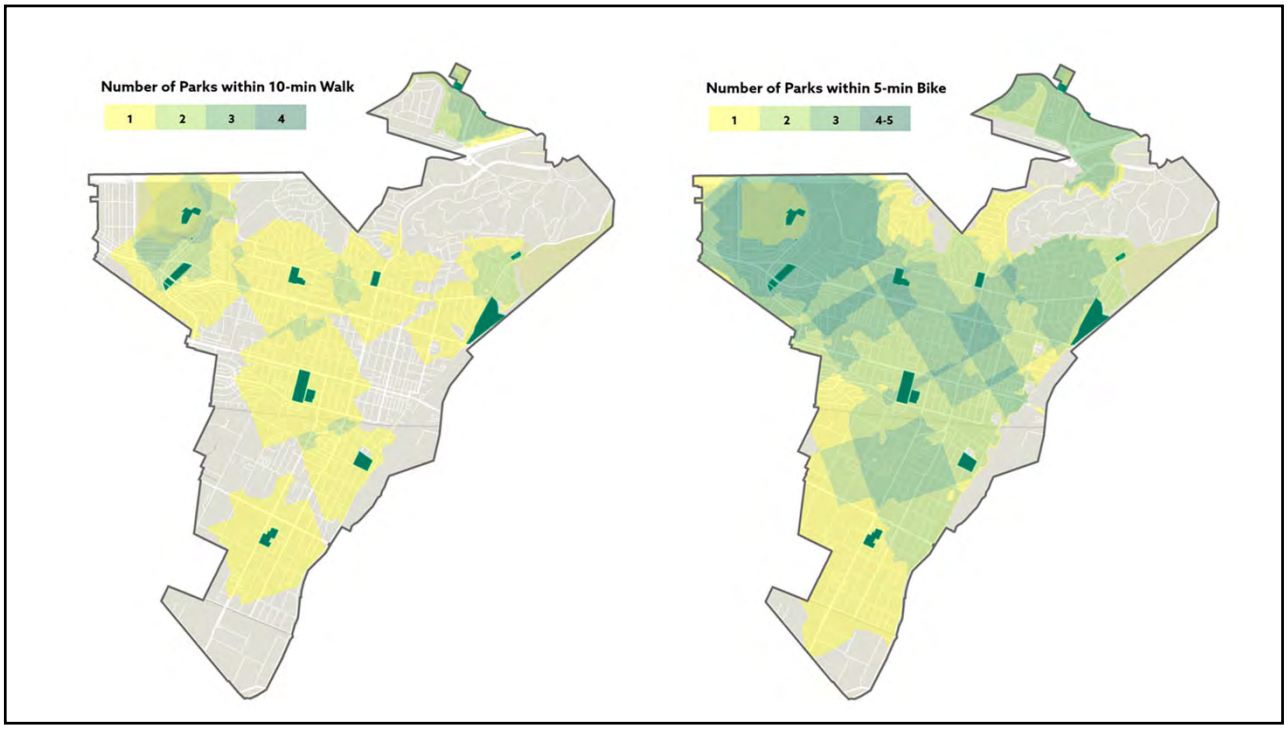

Park Acres Within
10 Min Walk
Park Acres within 10-min Walk
0 - 5
6 - 10
11 - 15
16 - 25
Montebello Parks
Other Parks & Open Spaces
DPR Trails
DPR Trail Access
Park Acres Within 5
Min Bike Ride
Park Acres within 5-min Bike
0 - 5
6 - 15
16 - 25
26 - 45
Montebello Parks
Other Parks & Open Spaces
DPR Trails
DPR Trail Access

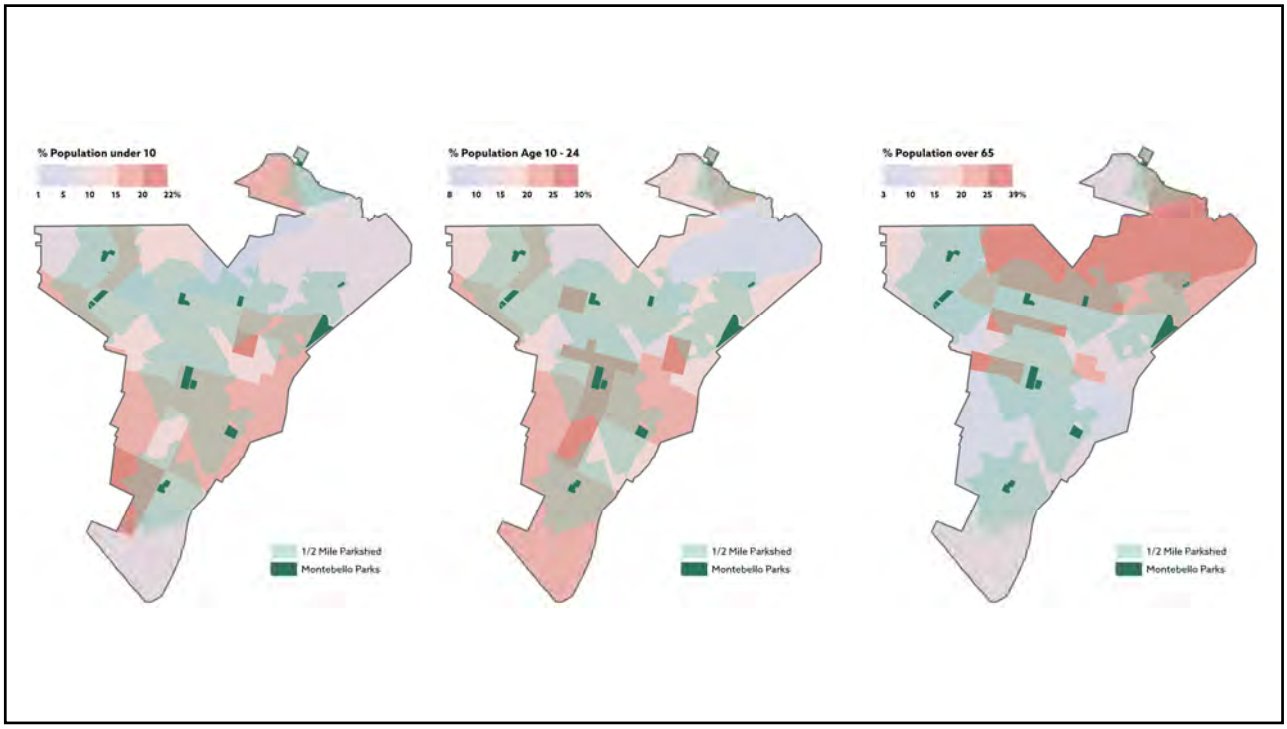
23


Park Acres within 10-min Walk
0
5
10
15
25
Park Acres within 5-min Bike
0
5
15
25
45

24


Number of Parks within 10-min Walk
1
2
3
4
Number of Parks within 5-min Bike
1
2
3
4-5

25


% Population under 10
1
5
10
15
20
22%
1/2 Mile Parkshed
Montebello Parks
% Population Age 10 - 24
8
10
15
20
25
30%
1/2 Mile Parkshed
Montebello Parks
% Population over 65
3
10
15
20
25
39%
1/2 Mile Parkshed
Montebello Parks

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Poll Question #3

- How do you typically get to the park you visit most frequently?
  a. Walk / Jog
  b. Bike
  c. Drive
  d. Public Transportation

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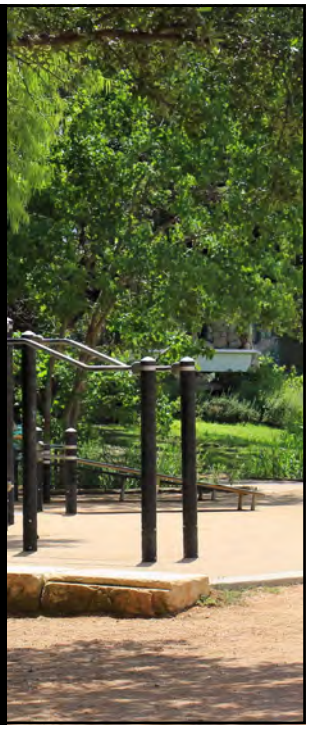
4

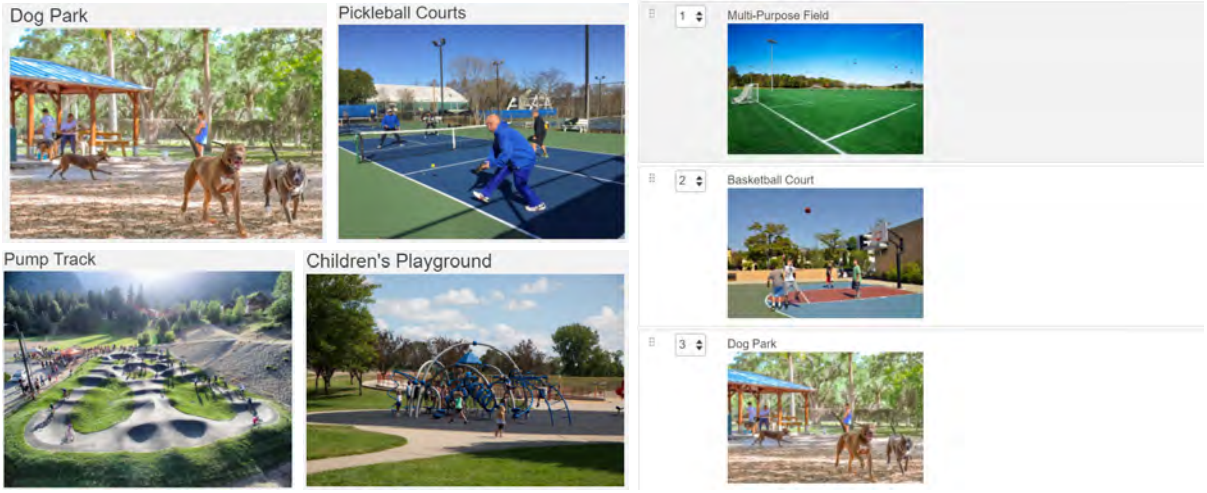
Visual Preference Survey



28

Visual Preference Survey

Active Park Amenities / Features



29

5

Closing Remarks



30

Ways to Participate

- Next Public Workshop anticipated **mid-October**
- Check the City website for additional events and project products or surveys
- Leave us your email address and we will keep you abreast of upcoming engagement events and milestones
- Look out for survey in the mail (not distributed to all residents). Story map will have a survey as well. An open link version of the survey will also eventually be available for all to fill out.
- Visit the **project story map,** https://arcg.is/0yeqOa

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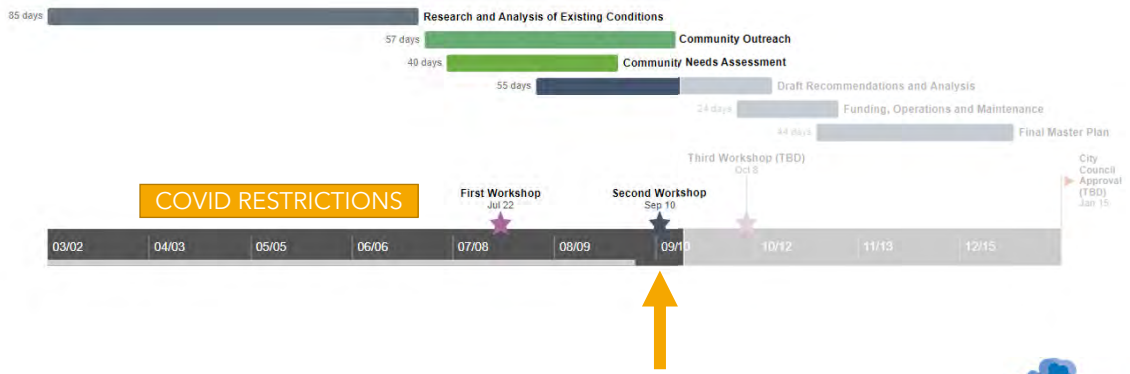
Schedule



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Thank you for attending tonight's workshop!

Be sure to leave a comment before signing off

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Youtube Video Link: https://youtu.be/zNGnkPrT-A0

SECTION III-F
Workshop 3



1

Project Introduction

- Project team:

2

Workshop Schedule

6:00 – 6:10	Greet and Sign-in
6:10 – 6:20	Introduction
6:20 – 6:45	Presentation on Feedback, Analysis & Draft Recommendations
6:45 – 7:15	Questions & Next Steps



3

Agenda / Outline

1. Survey Overview
2. Amenity Gaps
3. Infill Opportunities
4. Draft Recommendations
5. Park Specific Plans
6. Closing Remarks & Raffle



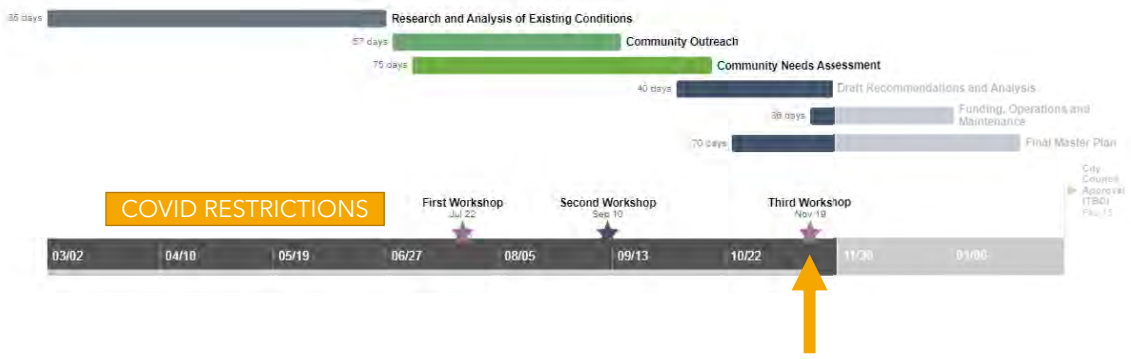
4

Workshop #2 Recap

1. Project recap & goals
2. Shared the stakeholder interview input
3. Went over NRPA population standards
4. Discussed geographic distribution of park facilities
5. Had a visual preference survey
6. Went over the project Storymap

5

Schedule



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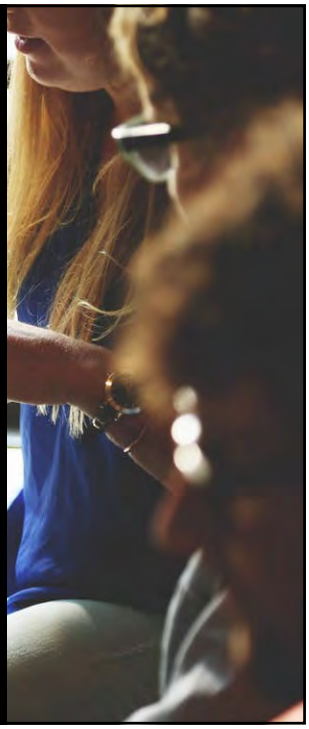
1

Survey Overview



7

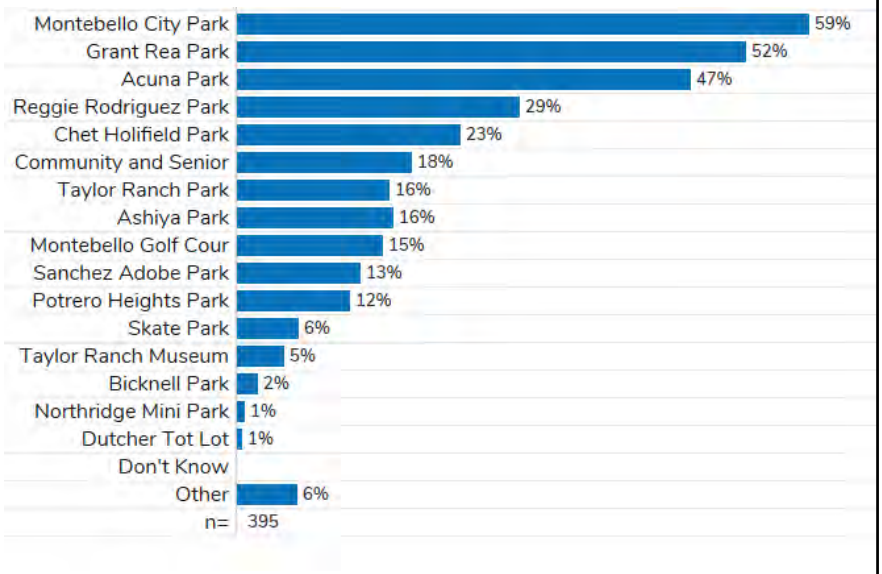
Survey Summary

- Approx. 400 responses to the statistically valid and open link surveys
- Survey supports feedback we've received to date
- Provides direction for draft recommendations

8

Current Usage & Proximity

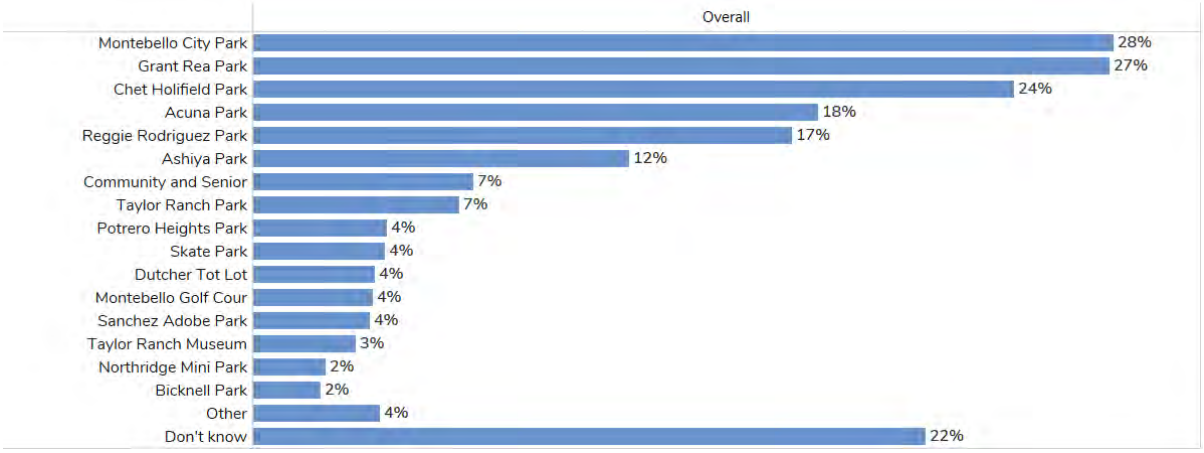
Which city parks/recreation facilities have been used by your household in the past 12 months?



9

Improvement & Additional Amenities

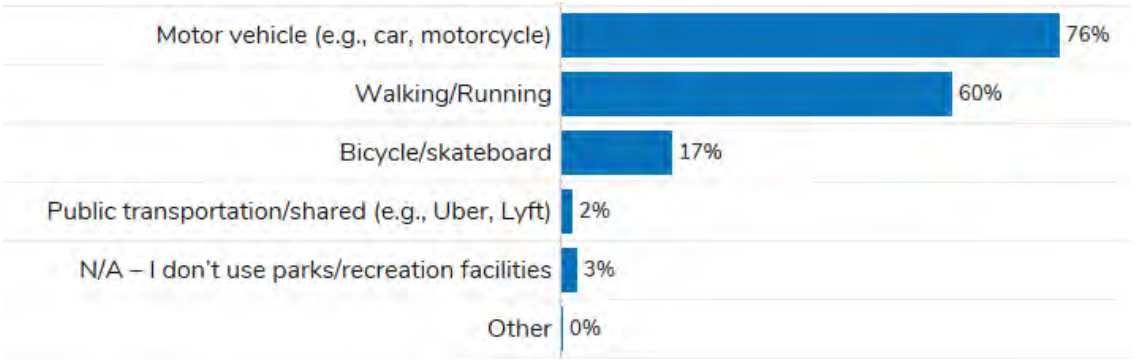
Which of the city parks/recreation facilities do you feel needs improvement and/or additional amenities to meet future needs?



10

Mode of Transportation

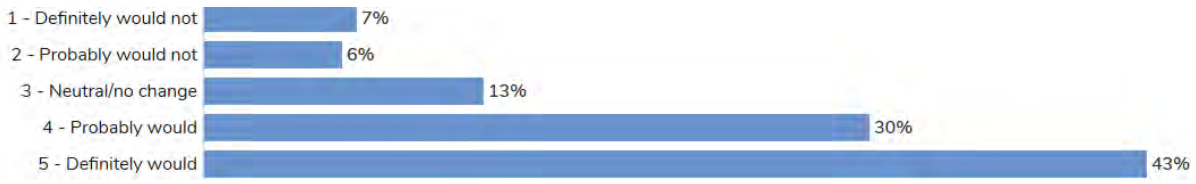
When you and/or your household visit parks, community centers and/or recreation facilities, which mode(s) of transportation do you typically use?



11

Change in Use

If additional trail connections, bike lanes/paths, pedestrian walkways and/or street crossings were developed, would you and/or your household walk or ride a bicycle to get to parks, neighborhood centers and/or recreation facilities more often?



12

Current Facilities: **Importance**

Q 11: Please rate A: how important are the following facilities and services to your household:
Overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
City parks and open spaces	4.5	386	4%	10%	86%
Amenities at City parks (e.g., picnic areas, restrooms)	4.5	385	6%	8%	86%
Trails and pathways	4.3	382	8%	11%	81%
Athletic courts (e.g., basketball, tennis)	4.1	379	13%	14%	72%
Youth recreation and sport programs	4.0	373	16%	13%	71%
Special events	4.0	375	10%	19%	71%
Community centers	4.0	385	9%	23%	68%
Adult recreation and sport programs	3.9	373	14%	21%	65%
Senior programs	3.9	380	15%	21%	64%
Aquatic programs	3.9	373	15%	21%	64%
Athletic fields (e.g., baseball, soccer)	3.9	382	18%	16%	65%
Adaptive programs at City facilities	3.8	364	16%	22%	61%
Kids club/camps	3.8	373	20%	18%	62%

5 - Very important
4
3
2
1 - Not at all important

*Ratings categories are sorted in descending order by the average rating
Source: RRC Associates and KTUA



13

Current Facilities: **Needs Met**

Please rate how you think the current facilities are meeting needs of the community.

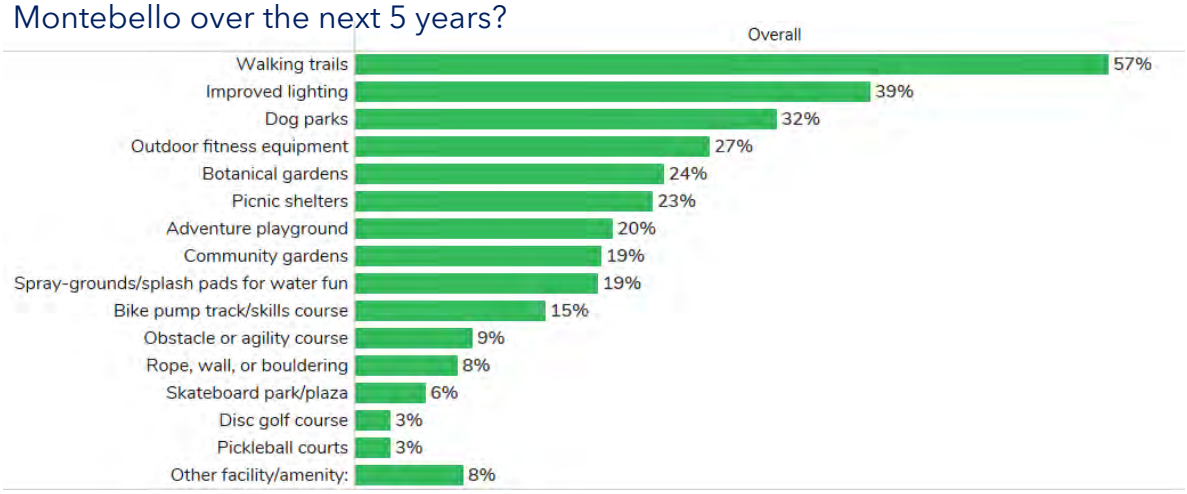
Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
City parks and open spaces	3.4	311	21%	32%	47%
Youth recreation and sport programs	3.3	252	30%	26%	44%
Athletic fields (e.g., baseball, soccer)	3.2	296	30%	26%	44%
Senior programs	3.2	246	33%	27%	40%
Special events	3.2	260	34%	24%	42%
Kids club/camps	3.1	242	34%	26%	40%
Community centers	3.1	278	33%	27%	40%
Amenities at City parks (e.g., picnic areas, restrooms)	3.1	313	36%	25%	39%
Athletic courts (e.g., basketball, tennis)	3.0	295	35%	30%	35%
Adaptive programs at City facilities	2.9	216	39%	28%	33%
Adult recreation and sport programs	2.9	239	41%	28%	31%
Aquatic programs	2.8	259	44%	23%	34%
Trails and pathways	2.6	296	54%	15%	30%

5 - Completely
4
3
2
1 - Not at all

14

Non-Traditional Facilities/Activities

Which THREE of the following non-traditional recreational facilities and/or activities do you feel should be seriously considered by the City of Montebello over the next 5 years?



15

Needs to Address Over Next 5 - 10 Years

Q 17: What are the most important needs to be addressed by the City of Montebello over the next 5 to 10 years?
Overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
Add more trails and walking areas in or outside of parks	4.3	363	8%	11%	82%
Expand current park amenities and activities	4.3	346	7%	15%	78%
Add more linear parks that include natural areas with paths	4.0	349	12%	18%	70%
Add more traditional neighborhood or community parks	3.7	340	18%	23%	59%
Expand exisiting park boundaries	3.4	336	25%	25%	50%
Add more mini-parks (1/2 to 2 acres)	3.2	340	31%	29%	40%
Add more pocket parks/plazas (less than ½ acre)	3.2	333	31%	28%	42%

5 - Very important
4
3
2
1 - Not at all important

*Ratings categories are sorted in descending order by the average rating
Source: RRC Associates and KTUA

16

Purposes of Parks, Recreation, & Open Space

How important are each of the following purposes of parks, recreation, & open space in Montebello to you and your household?

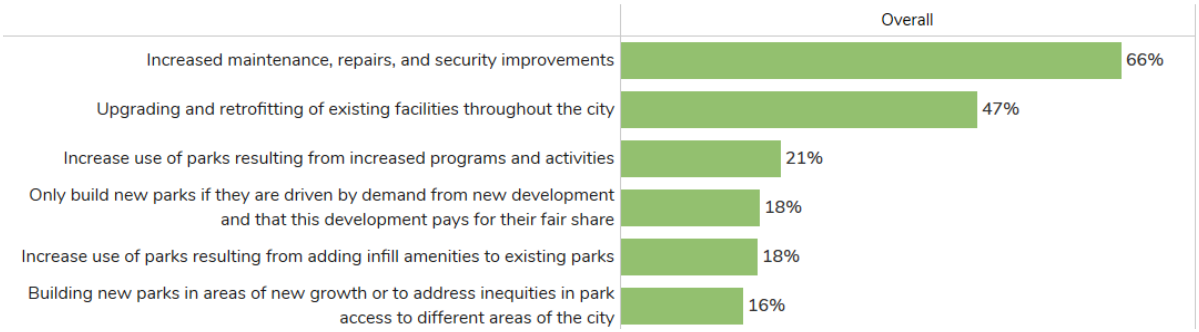
Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
Provide a high level of safety and security at facilities	4.7	364	2%	6%	82% 92%
Ensure parks and recreation opportunities are accessible to all residents (including safe walkable routes, trail connections, and transportation options)	4.6	365	4%	7%	78% 90%
Encourage active lifestyles and promote health, wellness, and fitness	4.6	365	3%	6%	74% 91%
Ensure facilities and programs are affordable to all residents of Montebello	4.6	364	3%	10%	74% 87%
Strengthen community image and sense of place	4.6	358	3%	10%	72% 87%
Ensure environmental sustainability in park design and maintenance practices	4.5	356	3%	8%	65% 89%
Offer cultural events, festivals, and activities to reflect diversity and inclusivity	4.2	360	9%	12%	57% 78%
Create economic benefit through attraction of businesses and enhanced property values	4.1	357	12%	15%	56% 74%
Focus on providing family-oriented activities	4.1	362	10%	18%	51% 72%

5 - Very important
4
3
2
1 - Not at all important

17

Priorities Over Next Two Years

What are the top two priorities that should be implemented over the next two years?



18

Poll Question #1

Regarding Parks, what is most important to you?

a. Equitable distribution of parks throughout the community

b. Amenities at each park that match the local population needs

c. Well maintained and secure parks with good lighting

d. Affordable recreation programs offered at various locations

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2 Park /Amenity Level of Service & Distribution



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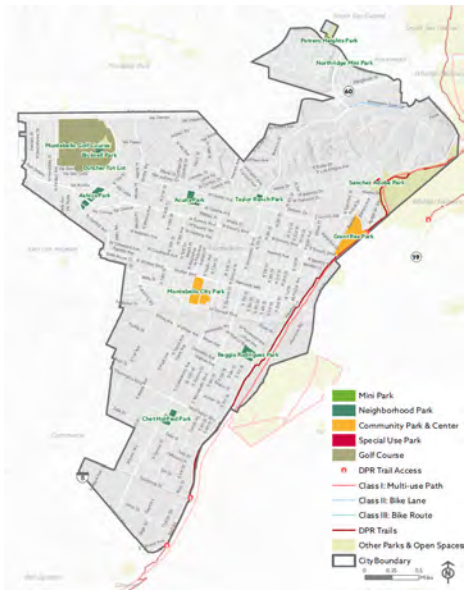
Summary of Park Acres



Park Category	Size	Acres
Mini Parks + Neighborhood Park	< 10 acres	40.51
Community Parks + Center	> 10 acres	38.71
Special Use + Regional Facility		130.74
Total		**209.96**

Acuna Park (7.14 Acres)
0.84 park acres per 1,000

Ashiya Park (7.93 Acres)
1.01 park acres per 1,000

Bicknell Park (7.61 Acres)
3.84 park acres per 1,000

Chet Holified Park (6.55 Acres)
0.7 park acres per 1,000

Dutcher Tot Lot (0.04 Acres)
0.03 park acres per 1,000

Grant Rea Park (24.94 Acres)
4.64 park acres per 1,000

Montebello City Park (12.93 Acres)
1.13 park acres per 1,000

Northridge Mini Park (0.21 Acres)
0.05 park acres per 1,000

Potrero Heights Park (6.78 Acres)
1.21 park acres per 1,000

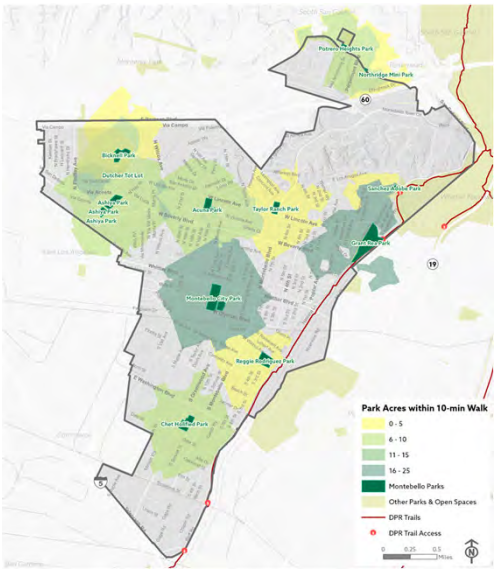
Reggie Rodriguez Park (7.6 Acres)
1.27 park acres per 1,000

Taylor Ranch Park (2.28 Acres)
0.39 park acres per 1,000

+ Community and Senior Center (0.37 Acres)
+ Sanchez Adobe Park (1.14 Acres)
+ Taylor Ranch Museum (0.25 Acres)

21

City Wide Park Standards and Service



		Adjusted Park Standard*	Acre per 1000 Population 2020	Total Surplus/Deficit
Active Parks				
Mini and Neighborhood Parks	40.5	1.5	0.6	(0.9)
Community Parks and Center	38.7	2.5	0.6	(1.9)
All Active Parks	**79.2**	**4.0**	**1.2**	(2.8)
Special Use and Regional Park				
Special Use Facility and Natural Area	227.2	6.0	3.6	(2.4)
Special Use and Regional Natural Area	1,030.9	6.0	16.2	10.2

Park Service Area	Existing 2020			
	Parkshed Acreage	% City Area Served	# Population Served	% Population Served
1/2 Mile Walkshed (All Parks including golf course)	2,602	49%	38,197	59.8%
1/2 Mile Walkshed (Mini/Neighborhood)	1,966	37%	28,214	44.2%
1 Mile Bike/Driveshed (Community/Regional/Special Use Parks)	2,279	43%	33,107	51.9%
Combined Parkshed	3,414	64%	48,746	76.4%

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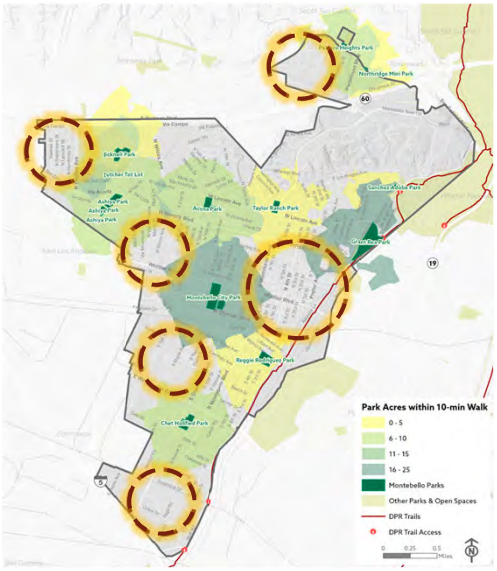
City Wide Park Standards and Service



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Special Use Facility and Natural Area	227.2	6.0	3.6	(2.4)
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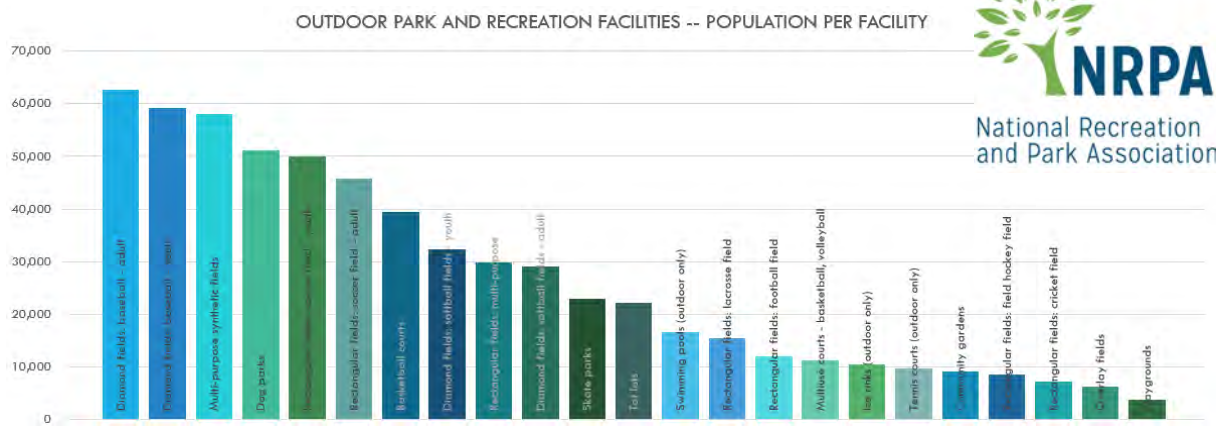
23

NRPA Summary of Typical Park Amenities



NRPA
National Recreation and Park Association

24

Amenity Standards and Service

	Level of Service for 2020 Population (63,833 Est. Pop.)	Existing City Facilities	Existing Private Facilities	Service Facilities	Total Existing Inventory	National Guideline Service Level (1/# pop)	Recommended City Standard (1/# pop)	Total Facilities Needed	Total Surplus/Deficit
Indoor Park & Rec Facilities	Rec Center	2	0	0	2	40,900	41,000	1.6	0.4
	Community Centers	1	0	0	1	42,490	42,491	1.5	(0.5)
	Senior Center	1	0	0	1	68,700	65,000	1.0	0.0
	Performance Ampitheaters	1	0	0	1	57,304	57,304	1.1	(0.1)
	Nature Centers	0	0	0	0	65,000	65,000	1.0	(1.0)
	Stadiums	0	0	0	0	59,074	59,074	1.1	(1.1)
	Ice Rink	0	0	0	0	29,830	30,000	2.1	(2.1)
	Teens Center	0	0	0	0	60,270	61,000	1.0	(1.0)
	Basketball Courts	5	0	11	5	8,560	8,500	7.5	(2.5)
	Bocceball	0	0	0	0	6,250	6,000	10.6	(10.6)
	Community Gardens	0	0	0	0	50,000	50,000	1.3	(1.3)
	Diamond Fields: Baseball (Adult - 230'+)**	1	0	1	1	22,900	20,000	3.2	(2.2)
	Diamond Fields: Baseball (Youth - <230')**	1	0	0	1	7,200	7,000	9.1	(8.1)
	Diamond Fields: Softball (Adult - 200'+)**	2	0	1	4	15,500	15,500	4.1	(0.1)
	Diamond Fields: Softball (Youth - <200')**	2	0	0	2	12,000	12,000	5.3	(3.3)
	Dog Parks	0	0	0	0	58,000	58,000	1.1	(1.1)

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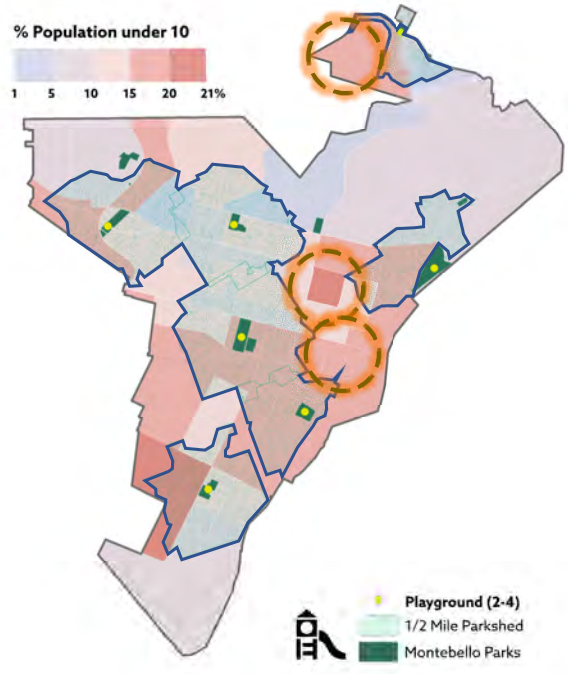
Amenity Standards and Service

Outdoor Park & Rec Facilities	Multi-Purpose Field*	2	0	5	2	10,470	10,000	6.1	(4.1)
	Cricket Field	0	0	0	0				0.0
	Field Hockey Field	0	0	0	0				0.0
	Football	0	0	2	0				0.0
	Lacrosse	0	0	0	0				0.0
	Soccer (Adult U14+)*	0	0	1	0				0.0
	Soccer (Youth U6-12)*	2	0	3	2				2.0
	Baseball (Adult - 230'+)*	0	0	2	0				0.0
	Baseball (Youth - <230')*	0	0	0	0				0.0
	Softball (Adult - 200'+)*	2	0	0	2				2.0
	Softball (Youth - <200')*	0	0	1	0				0.0
	Pickleball***	0	0	0	0	6,250	6,000	10.6	(10.6)
	Picnic Areas (12+people)	13	0	0	13	5,000	5,000	12.8	0.2
	Playgrounds (age 6-12)	16	0	1	16	3,860	3,800	16.8	(0.8)
	Playgrounds (tot lot / age 2-5)	16	0	0	16	11,200	3,800	16.8	(0.8)
	Rectangular Soccer (Adult U14+)**	0	0	0	0	16,644	16,644	3.8	(3.8)
	Rectangular Soccer (Youth U6-12)**	0	0	0	2	9,085	9,085	7.0	(5.0)
	Skate Parks	1	0	0	1	62,570	65,000	1.0	0.0
	Swimming pool	2	0	2	2	45,800	46,000	1.4	0.6
	Tennis Courts	4	6	15	10	6,250	6,000	10.6	(0.6)
	Volleyball	0	0	0	0	22,250	20,000	3.2	(3.2)
Linear	Pedestrian Trails - miles	4.12	0	0	4.12	2,300	2,300	27.8	(23.6)
	Bicycle Trails - miles	3.72	0	0	3.72	2,450	2,450	26.1	(22.3)

26

Population under 10 & Playgrounds

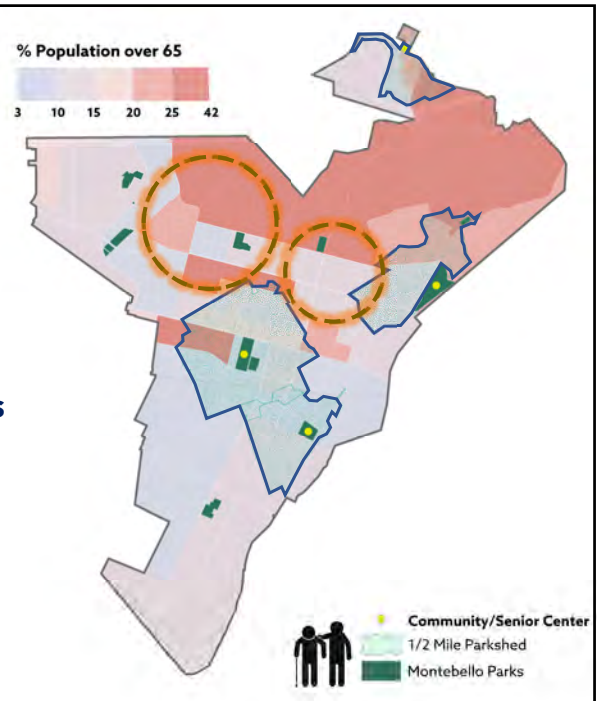
- Percent of population under 10 years-o based on the American Community Survey 5-Year Estimates
- A total of **16 Playgrounds citywide**
- NRPA standard is approximately **16 for similar population**



27

Population Over 65 & Community/Senior Centers

- Percent of population over 65 years-old, based on the American Community Survey 5-Year Estimates
- A total of **4 Community/Senior Centers citywide**
- NRPA standard is approximately **3 for similar population**



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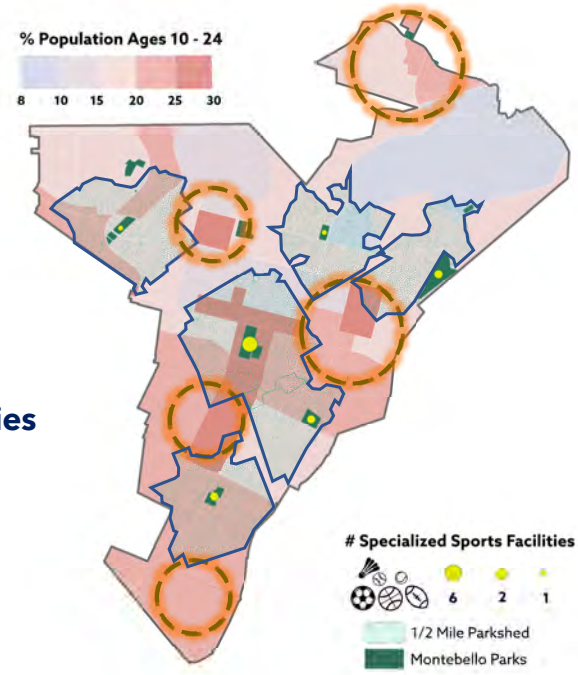
Population Ages 10-24 & Sports Facilities

- Percent of population between 10–24 years-old, based on the American Community Survey 5-Year Estimates
- A total of **14 Specialized Sports Facilities citywide**
- NRPA standard is around **40 sports facilities**



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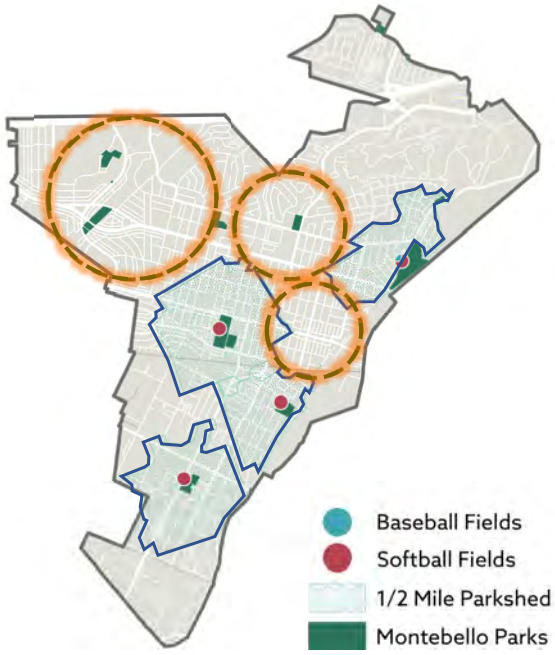

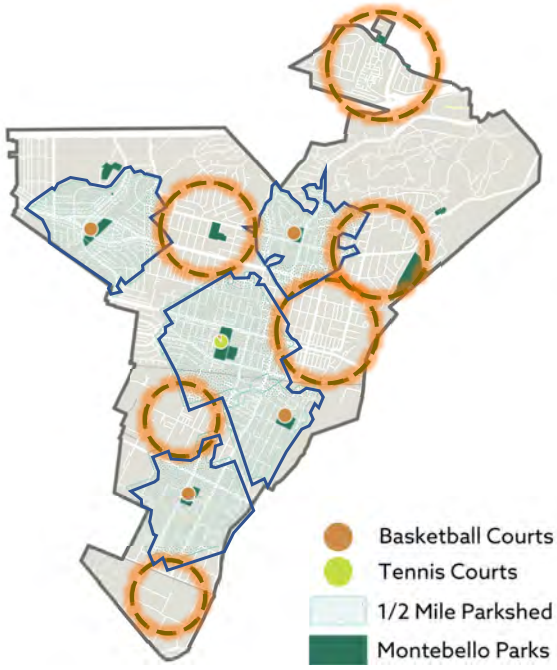

30

Poll Question #2

- Which of the following items do you feel are needed in your neighborhood?
  a. More playgrounds
  b. Senior, Teen, and/or Recreation Centers
  c. Sport courts (tennis, basketball, etc.)
  d. Sport fields (soccer, baseball, etc.)
  e. More picnic or social areas



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3 Infill Opportunity Areas



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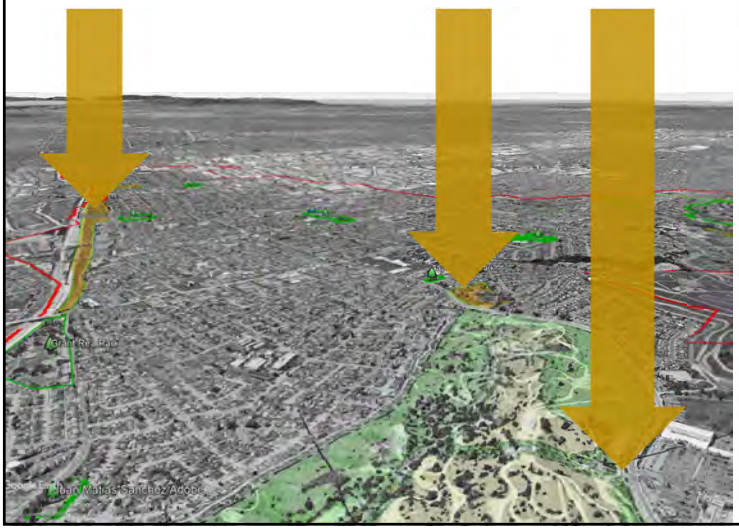
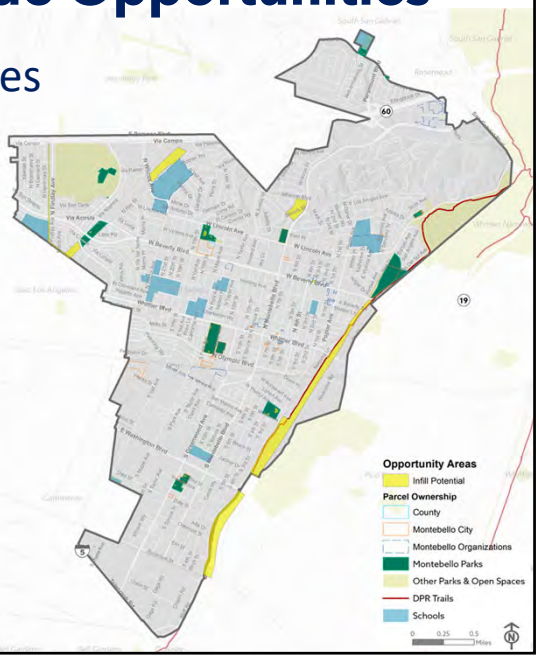
Opportunity Areas: City Wide Opportunities

Exploring city wide park opportunities





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Opportunity Areas: Park Infill

		Acuna Park			
		5,128	32,630	5,164	4,155
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**	**4**
Ball Field	20,000-100,000				
Sml Softball Field (170'-200' Fence)	20,000-27,750				
Lrg Softball Field/Sml Baseball Field (200'-230' Fence)	25,000-35,000				
Med Baseball Field (300'-350' Fence)	39,500-61,500				
Lrg Baseball Field (350'-400' Fence)	83,000-105,500				
Basketball Court	4,700		•		
Bocce Ball/Shuffleboard	5,000-10,000	•	•	•	
Community Center/Gym	25,000-70,000				
Court/Rink Sports (70x120)	2,000-5,000			•	
Dog Park	10,000-75,000		•		
Outdoor Gym and Exterior Exercise Areas	5,000-20,000	•	•	•	
Pickleball	2,500-3,500	•	•	•	
Picnic Areas	500-1,500	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Soccer Field	4,000-75,000				
Sml Soccer Field (6U & 8U)	4,050-11,250			•	
Med Soccer Field (10U & 12U)	25,200-36,000				
Lrg Soccer Field (14U & 16U+)	54,000-86,400+				
Tennis (60'x120')	7,200-28,000				
Volleyball (70'x40')	4,000-16,000			•	
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
BMX Course	40,000-60,000				
Community Garden	2,000-40,000	•	•	•	•
Disk Golf Course	50,000-200,000				
Pump Track/Bike Skills Course	10,000-20,000		•		
Rope/Adventure/Skills Course	5,000-50,000	•	•		
Skate Spot	4,000-10,000	•	•		•



34

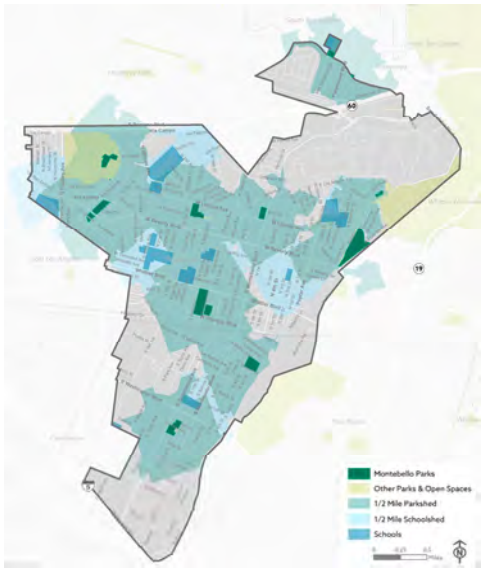
Opportunity Areas: **Park Infill**

		Chet Holified Park				
		3,000	9,740	1,907	1,515	1,435
Traditional Recreation Facilities for Infill	**Typical SF**	**2**	**3**	**4**	**5**	**6**
Ball Field	20,000-100,000					
Sml Softball Field (170'-200' Fence)	20,000-27,750					
Lrg Softball Field/Sml Baseball Field (200'-230' Fence)	25,000-35,000					
Med Baseball Field (300'-350' Fence)	39,500-61,500					
Lrg Baseball Field (350'-400' Fence)	83,000-105,500					
Basketball Court	4,700					
Bocce Ball/Shuffleboard	5,000-10,000		•			
Community Center/Gym	25,000-70,000					
Court/Rink Sports (70x120)	2,000-5,000					
Dog Park	10,000-75,000					
Outdoor Gym and Exterior Exercise Areas	5,000-20,000		•			
Pickleball	2,500-3,500		•			
Picnic Areas	500-1,500	•	•	•	•	•
Playgrounds	4,000-6,000		•			
Soccer Field	4,000-75,000					
Sml Soccer Field (6U & 8U)	4,050-11,250		•			
Med Soccer Field (10U & 12U)	25,200-36,000					
Lrg Soccer Field (14U & 16U+)	54,000-86,400+					
Tennis (60'x120')	7,200-28,000					
Volleyball (70'x40')	4,000-16,000		•			
Non-Traditional Recreation Facilities for Infill						
Adventure Playgrounds	4,000-6,000		•			
BMX Course	40,000-60,000					
Community Garden	2,000-40,000	•	•			
Disk Golf Course	50,000-200,000					
Pump Track/Bike Skills Course	10,000-20,000					
Rope/Adventure/Skills Course	5,000-50,000		•			
Skate Spot	4,000-10,000		•			



35

Opportunities Areas: **School Joint Use Potential**



Citywide Inventory of Outdoor School Recreation Assets		SUM	Bandini Elementary (Goleta Union)	Ellwood Elementary (Goleta Union)	Kellogg Elementary (Goleta Union)	La Patera Elementary (Goleta Union)	Dos Pueblos High (SB Unified)	Dos Pueblos High (SB Unified)
School Acreage		129.1	8.3	8.8	9.0	8.0	17.8	77.3
Assets List in Quantities								
Outdoor School Facilities	Playground/ Tot Lot	13	5	2	3	3		
	Parking Lot	9	1	2	1	1	2	2
	ADA Parking	36	2	3	3	2	10	16
	Multi-Purpose Lawn							
	Multi-Purpose Field	9	2	1	1	1	2	2
	Backstop (small)	13	2	3	3	3	2	
	Baseball Field	6						6
	Basketball Court	24	3	2	5	4	10	
	Softball Field	0						
	Soccer Field	2					1	1
	Handball Court	23	9	4	6	4		
	Football Field	2					1	1
	Running Track	1						1
	Swimming Pool	1						1
	Tennis	6						6

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Linear Parks & Reclaimed Infrastructure





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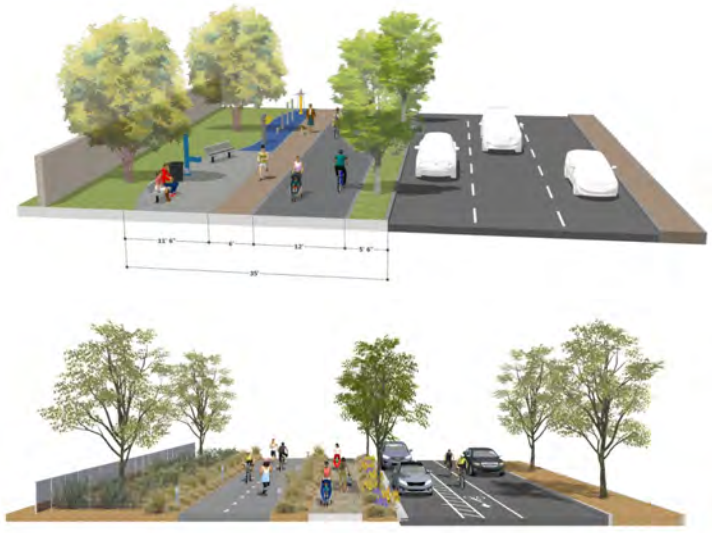
Linear Parks & Reclaimed Infrastructure





38

Poll Question #3

- Do you support reclaiming portions of some City streets right of ways and improving these as public spaces or linear parks?
  a. Strongly Support
  b. Moderately Support
  c. Would need to see Specific Street and Area
  d. Don't Support

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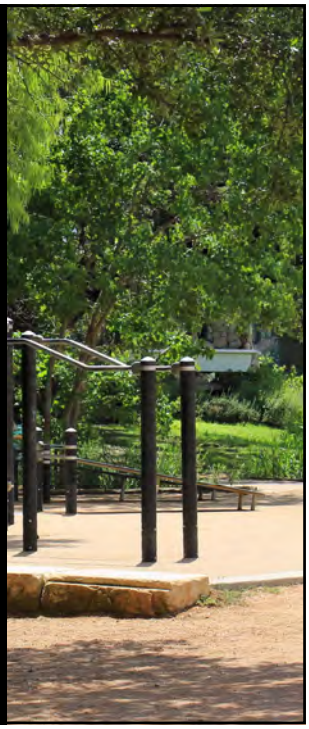
4

Draft Recommendations



40

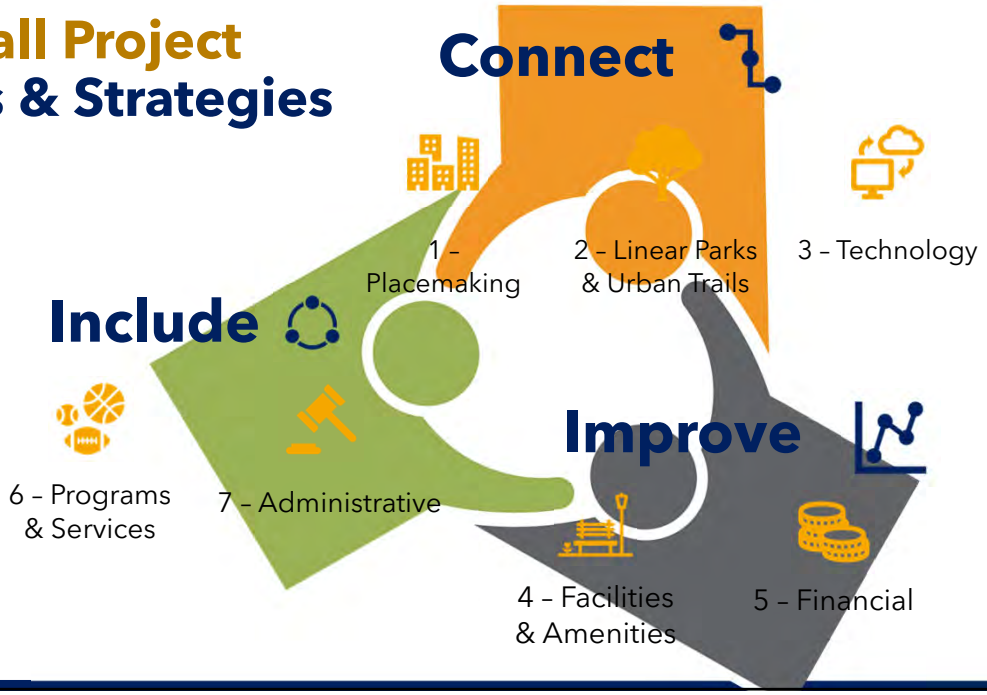

IDEA ORIGINATED
Goals
Strategies
Objectives
Actions
ACTION ORIENTED

41


Connect
GOALS
Improve
Include
Project Goals
We want to hear from you!

42

Overall Project Goals & Strategies



43

Goal 1: **Connect**

Strategy 1 – Placemaking

Strategy 2 – Linear Parks & Urban Trails

Strategy 3 – Technology



44

Goal: **Connect**

Strategy 1
Placemaking

Objectives:

1. Include Public Art
2. Encourage Social Interaction through Highly Visible Places
3. Increase Park Identity, Entries & Wayfinding



45

Goal: **Connect**

Strategy 2
Linear Parks & Urban Trails

Objectives:

1. Develop linear parks & promenades
2. Create a unique linear trail at the Rio Hondo



46

Goal: **Connect**

Strategy 2
Linear Parks & Urban Trails

Objectives:

3. Establish major "green corridors" within the City
4. Create a system of signed urban trails that lead to parks
5. Connect to other urban trails outside of the City



47

Goal: **Connect**

Strategy 2
Linear Parks & Urban Trails

Objectives:

6. Provide complete streets that include walkable and bike friendly networks throughout the City especially those that lead to parks



48

Goal: **Connect**

Strategy 3
Technology

Objectives:

1. Develop a Citywide GIS web-based map for fut park planning/ park development conditior
2. Digitally connect secur systems within parks as well as irrigation contrc systems



49

Goal: **Connect**

Strategy 3
Technology

Objectives:

3. Provide a digital scheduling and facility management suite with easy-to-use GIS to find parks, amenities & programs
4. Include virtual programs, events & activities



50

Goal 2: Improve

Strategy 4 – Facilities & Amenities

Strategy 5 – Financial

51

Goal: **Improve**

Strategy 4
Facilities & Amenities

Objectives:

1. Consider improvements / infill of City owned properties
2. Include new pocket parks and mini parks
3. Address deferred maintenance throughout the City



52

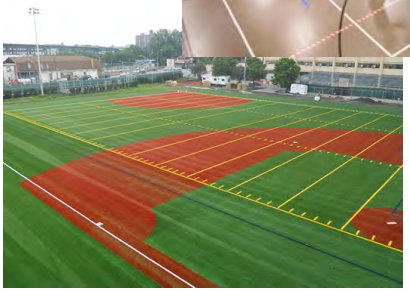
Goal: **Improve**

Strategy 4
Facilities & Amenities

Objectives:

4. Improve the current level of service throughout the City
5. Explore adding additional indoor facilities, rec, teen, and senior centers
6. Develop flexible use areas





53

Goal: **Improve**

Strategy 4
Facilities & Amenities

Objectives:

7. Provide multi-purpose courts and combine selected court standard to accommodate trends and more variety in court sports



54

Goal: **Improve**

Strategy 5
Financial

Objectives:

1. Explore additional funding options
2. Explore opportunities to increase sponsorships
3. Track grants and funding opportunities



55

Goal: **Improve**

Strategy 5
Financial

Objectives:

4. Implement a comprehensive replacement schedule for park amenities
5. Continue the asset management system



56

Goal 3: **Include**

Strategy 6 – Programs & Services

Strategy 7 – Administrative

57

Goal: **Include**

Strategy 6
Programs & Services

Objectives:

1. Expand programs and services
2. Enhance special event programming
3. Include educational and nature/environmental programs



58

Goal: **Include**

Strategy 6
Programs & Services

Objectives:

4. Continue to monitor affordability of programs and services
5. Expand indoor programs and increases opportunities for senior, teen, and community centers



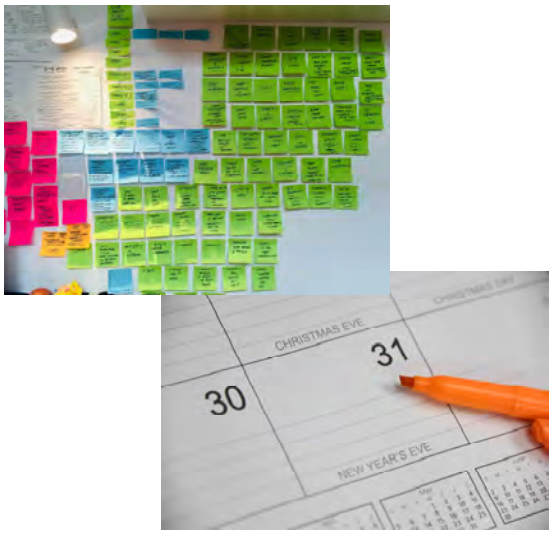
59

Goal: **Include**

Strategy 7
Administrative

Objectives:

1. Improve partnerships and joint use agreements
2. Staff appropriately to meet current demand and maintain established quality service



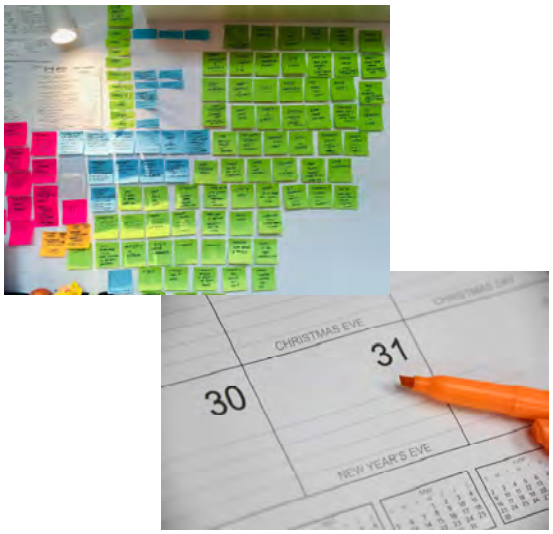
60

Goal: **Include**

Strategy 7
Administrative

Objectives:

3. Explore additional partnerships to assist with funding, volunteering, and marketing
4. Explore making the facility and park rental fee easier



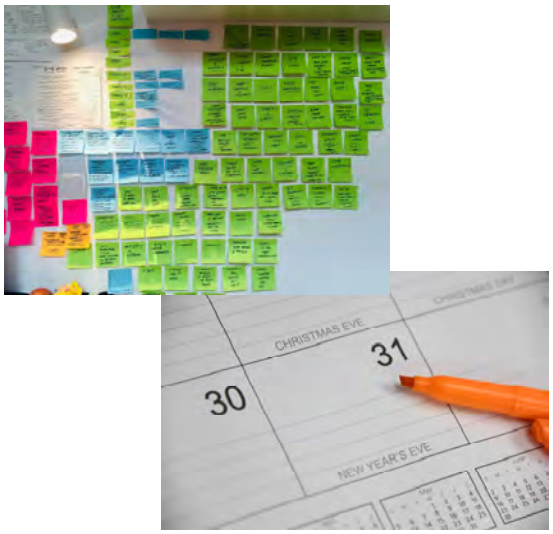
61

Goal: **Include**

Strategy 7
Administrative

Objectives:

5. Improve internal and external communication about division activities, events and services



62

Poll Question #4

- The City offers some level of recreation programs, which of the following statements most closely aligns with your opinions on programs?
  a. Expand recreation programs and try to offset costs with increased user fees.
  b. Privatize recreational programs and partner with more non-profit organizations to run programs for a fee.
  c. Keep the same level as currently offered and do not expand the program.

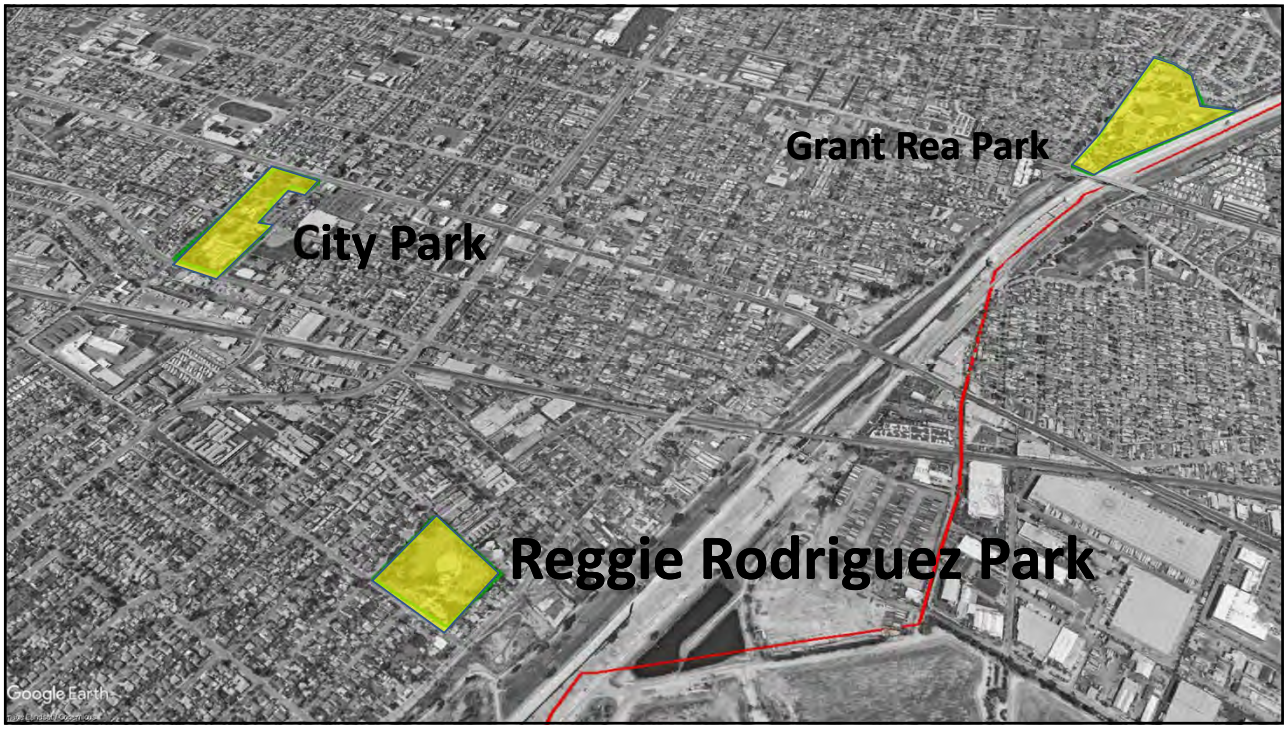
63

5

Park Specific Plans



64


Grant Rea Park
City Park
Reggie Rodriguez Park
Google Earth

65


Reggie Rodriguez Park

66

Opportunity Areas: **Reggie Rodriguez Park**

		9,307	5,042	28,062
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**
Ball Field	20,000-100,000			
Sml Softball Field (170'-200' Fence)	20,000-27,750			
Lrg Softball Field/Sml Baseball Field (200'-230' Fence)	25,000-35,000			
Med Baseball Field (300'-350' Fence)	39,500-61,500			
Lrg Baseball Field (350'-400' Fence)	83,000-105,500			
Basketball Court	4,700			•
Bocce Ball/Shuffleboard	5,000-10,000	•	•	•
Community Center/Gym	25,000-70,000			•
Court/Rink Sports (70x120)	2,000-5,000			
Dog Park	10,000-75,000			
Outdoor Gym and Exterior Exercise Areas	5,000-20,000		•	•
Pickleball	2,500-3,500			
Picnic Areas	500-1,500		•	•
Playgrounds	4,000-6,000		•	
Soccer Field	4,000-75,000			
Sml Soccer Field (6U & 8U)	4,050-11,250	•		•
Med Soccer Field (10U & 12U)	25,200-36,000			
Lrg Soccer Field (14U & 16U+)	54,000-86,400+			
Tennis (60'x120')	7,200-28,000			•
Volleyball (70'x40')	4,000-16,000	•		•
Non-Traditional Recreation Facilities for Infill				
Adventure Playgrounds	4,000-6,000		•	•
BMX Course	40,000-60,000			
Community Garden	2,000-40,000		•	•
Disk Golf Course	50,000-200,000			
Pump Track/Bike Skills Course	10,000-20,000			•
Rope/Adventure/Skills Course	5,000-50,000		•	•
Skate Spot	4,000-10,000		•	•



67



City Park

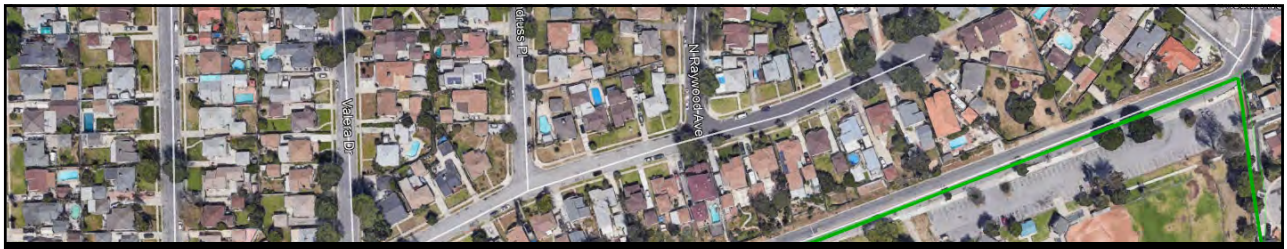
68

Opportunity Areas: **City Park**

		6,604	6,435	7,405
Traditional Recreation Facilities for Infill	**Typical SF**	**1**	**2**	**3**
Ball Field	20,000-100,000			
Sml Softball Field (170'-200' Fence)	20,000-27,750			
Lrg Softball Field/Sml Baseball Field (200'-230' Fence)	25,000-35,000			
Med Baseball Field (300'-350' Fence)	39,500-61,500			
Lrg Baseball Field (350'-400' Fence)	83,000-105,500			
Basketball Court	4,700			
Bocce Ball/Shuffleboard	5,000-10,000			
Community Center/Gym	25,000-70,000			
Court/Rink Sports (70x120)	2,000-5,000			
Dog Park	10,000-75,000			
Outdoor Gym and Exterior Exercise Areas	5,000-20,000	•	•	•
Pickleball	2,500-3,500	•	•	•
Picnic Areas	500-1,500	•	•	•
Playgrounds	4,000-6,000	•	•	•
Soccer Field	4,000-75,000			
Sml Soccer Field (6U & 8U)	4,050-11,250	•		
Med Soccer Field (10U & 12U)	25,200-36,000			
Lrg Soccer Field (14U & 16U+)	54,000-86,400+			
Tennis (60'x120')	7,200-28,000			
Volleyball (70'x40')	4,000-16,000	•	•	•
Non-Traditional Recreation Facilities for Infill				
Adventure Playgrounds	4,000-6,000	•	•	•
BMX Course	40,000-60,000			
Community Garden	2,000-40,000	•	•	•
Disk Golf Course	50,000-200,000			
Pump Track/Bike Skills Course	10,000-20,000			
Rope/Adventure/Skills Course	5,000-50,000	•	•	•
Skate Spot	4,000-10,000	•	•	•



69



Grant Rea Park

70

Opportunity Areas: **City Park**

- Considering multi-use fields and multi-use facilities to balance city-wide amenities and equity







71

6

Closing Remarks



72

Ways to Participate

- Park specific presentation/s anticipated **January to February**
- Check the City website for additional events and project products or surveys
- Leave us your email address and we will keep you abreast of upcoming engagement events and milestones
- Visit the **project story map,** https://arcg.is/0yeqOa

73

RAFFLE



74

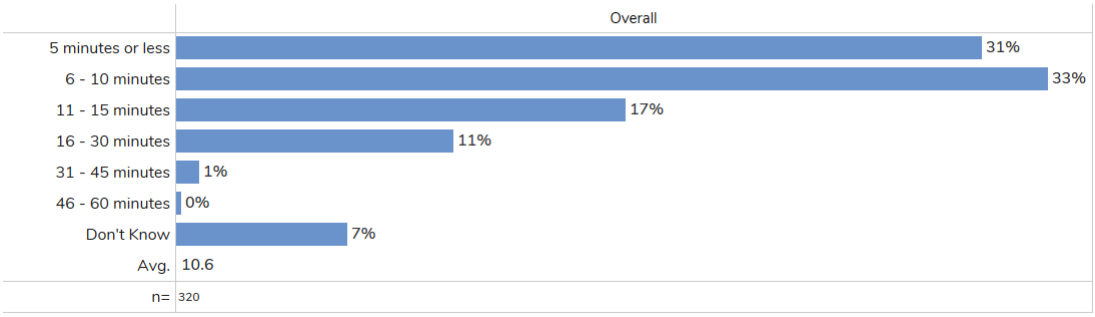
Thank you for attending tonight's workshop!

Be sure to leave a comment before signing off

75

Time to Closest Park/Facility

Q 7: If you and/or a member of your household were to walk to the closest park, community center and/or other recreation facility to your home, approximately how long would it take to get there (one direction)?



Source: RRC Associates and KTUA

76

Appreciation for Parks & Recreation – Open Ended Comments

Q20: Do you have any specific comments on how the COVID-19 pandemic has impacted your access to parks and recreation facilities and how that has affected your appreciation for parks and recreational facilities?



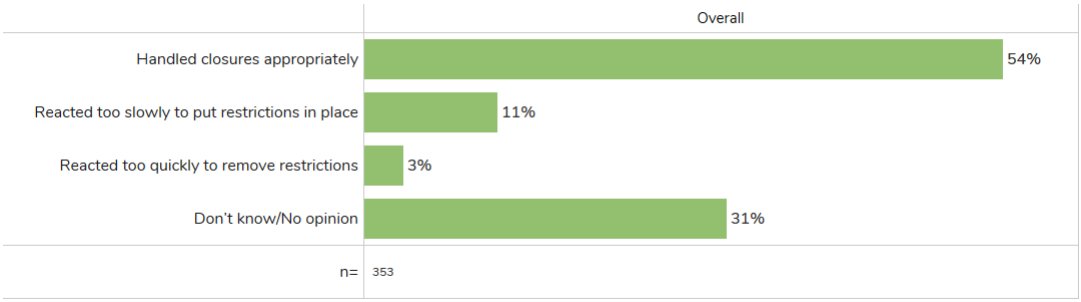
77 comments :



77

Appreciation for Parks & Rec & Handling of Closures

Q 21: How do you feel about how the City of Montebello handled parks and recreation closures?



Source: RRC Associates and KTUA



78

Opportunities Areas: **Ashiva Park**

Trail

TABLE 3-5: Buddy Todd Park Infill/Facility Expansion Analysis

		Buddy Todd Park			
		Total Infill Area SF	116,748		
		Area 1	Area 2	Area 3	Area 4
Traditional Recreation Facilities for Infill	**Typical SF**	**4,825**	**7,579**	**59,409**	**44,935**
Ball Field	30,000-100,000			•	
Bocce Ball/Shuffleboard	5,000-10,000		•	•	•
Community Center/Gym	25,000-70,000			•	
Court Sports	2,000-5,000	•		•	
Dog Park	10,000-75,000			•	•
Outdoor Gym and Exterior Exercise Areas	5,000-20,000			•	
Picnic Areas	1,000-3,000	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Soccer Field	14,000-75,000			•	
Volleyball	4,000-16,000	•	•	•	•
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
BMX Course	40,000-60,000				•
Community Garden	10,000-40,000			•	•
Disk Golf Course	50,000-200,000				
Pump Track/Bike Skills Course	10,000-20,000			•	•
Rope/Adventure/Skills Course	15,000-50,000			•	
Skate Spot	1,500-10,000			•	•

PLACEHOLDER



79

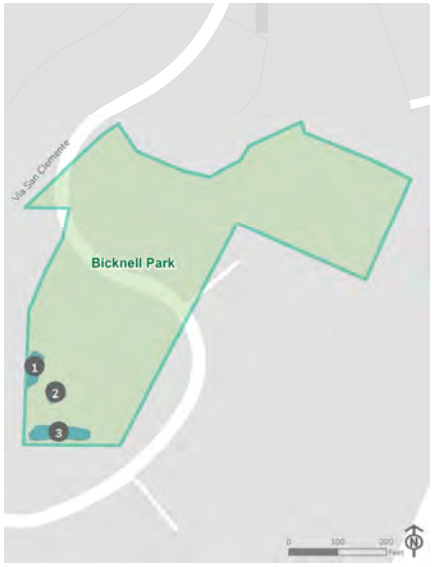
Opportunities Areas
Bicknell Park

Trail

TABLE 3-5: Buddy Todd Park Infill/Facility Expansion Analysis

		Buddy Todd Park			
		Total Infill Area SF	116,748		
		Area 1	Area 2	Area 3	Area 4
Traditional Recreation Facilities for Infill	**Typical SF**	**4,825**	**7,579**	**59,409**	**44,935**
Ball Field	30,000-100,000			•	
Bocce Ball/Shuffleboard	5,000-10,000		•	•	•
Community Center/Gym	25,000-70,000			•	
Court Sports	2,000-5,000	•		•	
Dog Park	10,000-75,000			•	•
Outdoor Gym and Exterior Exercise Areas	5,000-20,000			•	
Picnic Areas	1,000-3,000	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Soccer Field	14,000-75,000			•	
Volleyball	4,000-16,000	•	•	•	•
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
BMX Course	40,000-60,000				•
Community Garden	10,000-40,000			•	•
Disk Golf Course	50,000-200,000				
Pump Track/Bike Skills Course	10,000-20,000			•	•
Rope/Adventure/Skills Course	15,000-50,000			•	
Skate Spot	1,500-10,000			•	•

PLACEHOLDER



80

Opportunities Areas
City Park

Trail

TABLE 3-5: Buddy Todd Park Infill/Facility Expansion Analysis

		Buddy Todd Park			
		Total Infill Area SF	116,748		
		Area 1	Area 2	Area 3	Area 4
Traditional Recreation Facilities for Infill	**Typical SF**	**4,825**	**7,579**	**59,409**	**44,935**
Ball Field	30,000-100,000			•	
Bocce Ball/Shuffleboard	5,000-10,000		•	•	•
Community Center/Gym	25,000-70,000			•	
Court Sports	2,000-5,000	•		•	
Dog Park	10,000-75,000			•	•
Outdoor Gym and Exterior Exercise Areas	5,000-10,000			•	
Picnic Areas	1,000-3,000	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Soccer Field	14,000-75,000			•	
Volleyball	4,000-16,000	•	•	•	•
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
BMX Course	40,000-60,000				•
Community Garden	10,000-40,000			•	•
Disk Golf Course	50,000-200,000				
Pump Track/Bike Skills Course	10,000-20,000			•	•
Rope/Adventure/Skills Course	15,000-50,000			•	
Skate Spot	1,500-10,000			•	•

PLACEHOLDER



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Opportunities Areas
Potrero Heights Park

Trail

TABLE 3-5: Buddy Todd Park Infill/Facility Expansion Analysis

		Buddy Todd Park			
		Total Infill Area SF	116,748		
		Area 1	Area 2	Area 3	Area 4
Traditional Recreation Facilities for Infill	**Typical SF**	**4,825**	**7,579**	**59,409**	**44,935**
Ball Field	30,000-100,000			•	
Bocce Ball/Shuffleboard	5,000-10,000		•	•	•
Community Center/Gym	25,000-70,000			•	
Court Sports	2,000-5,000	•		•	
Dog Park	10,000-75,000			•	•
Outdoor Gym and Exterior Exercise Areas	5,000-10,000			•	
Picnic Areas	1,000-3,000	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Soccer Field	14,000-75,000			•	
Volleyball	4,000-16,000	•	•	•	•
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
BMX Course	40,000-60,000				•
Community Garden	10,000-40,000			•	•
Disk Golf Course	50,000-200,000				
Pump Track/Bike Skills Course	10,000-20,000			•	•
Rope/Adventure/Skills Course	15,000-50,000			•	
Skate Spot	1,500-10,000			•	•

PLACEHOLDER



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Opportunities Areas
Sanchez Adobe Park

Trail

TABLE 3-5: Buddy Todd Park Infill/Facility Expansion Analysis

		Buddy Todd Park			
		Total Infill Area SF	116,748		
		Area 1	Area 2	Area 3	Area 4
Traditional Recreation Facilities for Infill	**Typical SF**	**4,825**	**7,579**	**59,409**	**44,935**
Ball Field	30,000-100,000			•	
Bocce Ball/Shuffleboard	5,000-10,000		•	•	•
Community Center/Gym	25,000-70,000			•	
Court Sports	2,000-5,000	•		•	
Dog Park	10,000-75,000			•	•
Outdoor Gym and Exterior Exercise Areas	5,000-20,000			•	
Picnic Areas	1,000-5,000	•	•	•	•
Playgrounds	4,000-6,000	•	•	•	•
Soccer Field	14,000-75,000			•	
Volleyball	4,000-16,000	•	•	•	•
Non-Traditional Recreation Facilities for Infill					
Adventure Playgrounds	4,000-6,000	•	•	•	•
BMX Course	40,000-60,000				•
Community Garden	10,000-40,000			•	•
Disk Golf Course	50,000-200,000				
Pump Track/Bike Skills Course	10,000-20,000			•	•
Rope/Adventure/Skills Course	15,000-50,000			•	
Skate Spot	1,500-10,000			•	•

PLACEHOLDER



83

Goal: Connect

Strategy 1 – Placemaking

1. Public Art
    a. Establish a public arts commission
    b. Encourage public art that's representative of the community
    c. Allocate areas within Montebello Parks for art opportunities

84

Goal: Connect

Strategy 1 – Placemaking

2. Social Interaction
    a. Incorporate public plazas and gathering areas within the public realm
    b. Provide areas for family gatherings and events
    c. Establish programmed activities that encourage social interaction (i.e., movies in the park, holiday events, etc.)



85

Goal: Connect

Strategy 1 – Placemaking

3. Identity
    a. Identify and bring out the history of the City and site
    b. Look for identifiable elements within each park and celebrate them
    c. Incorporate entry monuments or gateways into parks to aid in park identity
    d. Include informational signage that identifies the character of the park



86

Goal: Connect

Strategy 1 – Placemaking

4. Character
    a. Establish a character of the City that's incorporated into each park
    b. Have a park character that's unique for each but relates to the character of the City
    c. Integrate park theme and character into site features and buildings
    d. Ensure everything is set in context



87

Youtube Video Link: https://youtu.be/VRfZa_5elGo

SECTION III-G
Workshop 4



1

Project Introduction

- Project team:

CITY OF MONTEBELLO INCORPORATED OCT. 16, 1920 CALIFORNIA + ktua

GREENPLAY LLC The Leading Edge In Parks, Recreation And Open Space Consulting

RRC ASSOCIATES

BUREAU VERITAS 1828

2

Workshop Schedule

6:00 – 6:05 Greet and Sign-in

6:05 – 6:10 Introduction

6:10 – 6:50 Presentation on Site Specific Plans

6:50 – 7:15 Park Surveys, Questions & Open Discussion



3

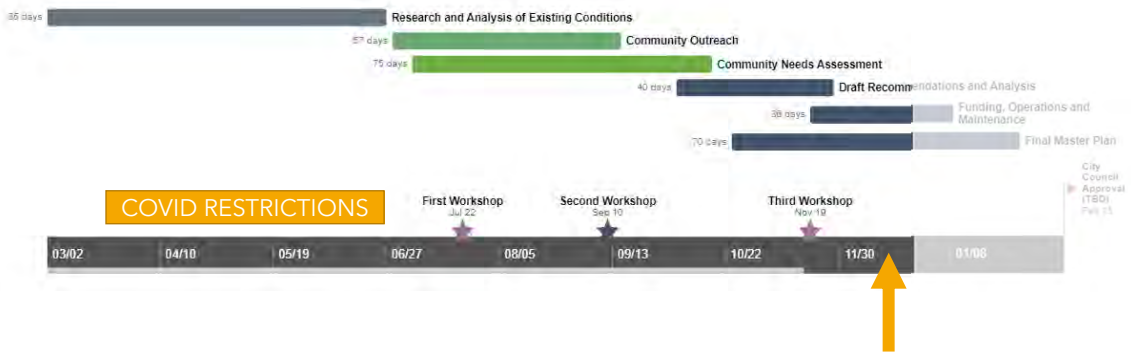
Agenda / Outline

1. Overview & Input to Date
2. Amenity Gaps
3. Park Specific Plans
    1. Reggie Rodriguez Park
    2. Grant Rea Park
    3. Montebello City Park
4. Closing Remarks & Raffle



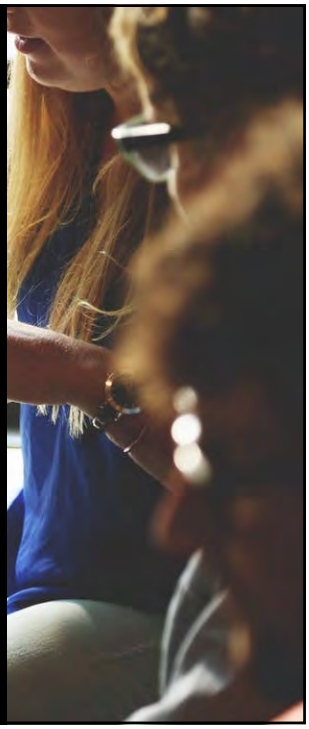
4

Schedule



5

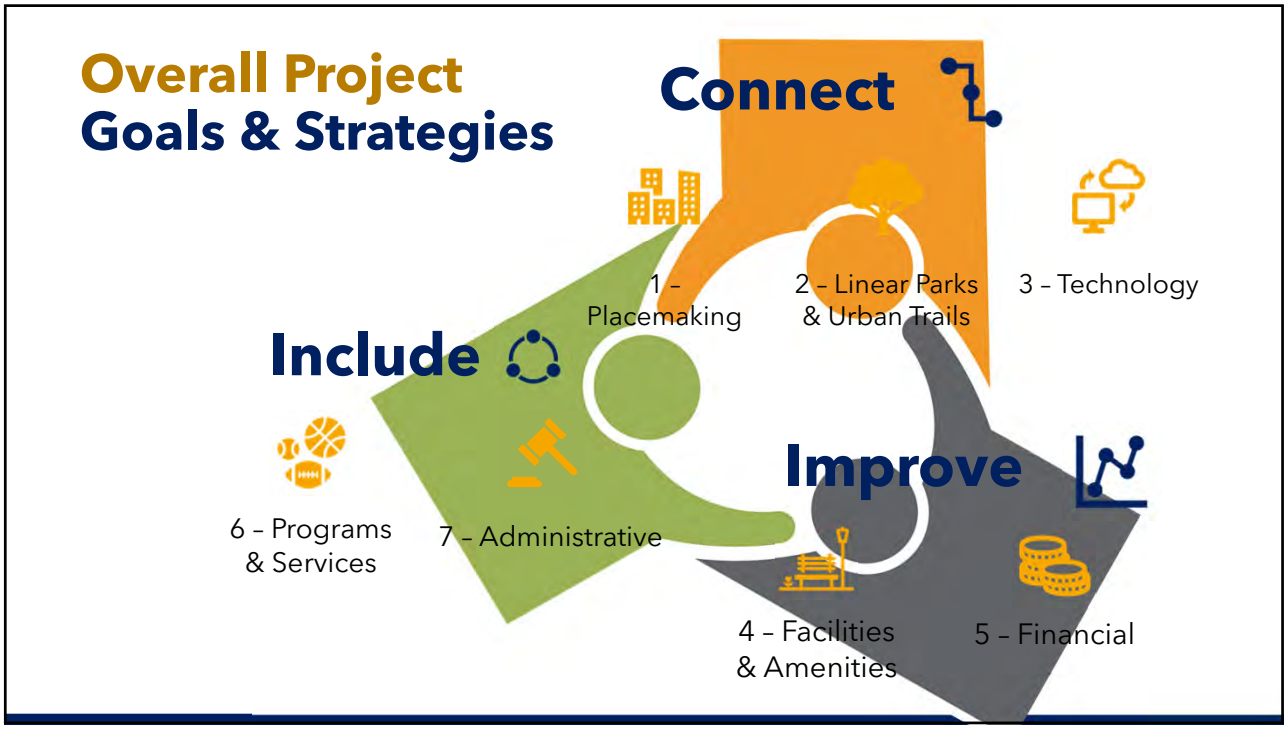
1 Overview & Input to Date



6


Connect
GOALS
Improve
Include
Project Goals
We want to hear from you!

7


Overall Project
Goals & Strategies
Connect
1 – Placemaking
2 – Linear Parks & Urban Trails
3 – Technology
Include
6 – Programs & Services
7 – Administrative
Improve
4 – Facilities & Amenities
5 – Financial

8

Park Facilities Master Plan Recap

1. Project recap & goals
2. Shared the stakeholder interview input
3. Went over NRPA population standards
4. Discussed geographic distribution of park facilities
5. Had a visual preference survey
6. Went over the project Storymap



9

Survey Summary

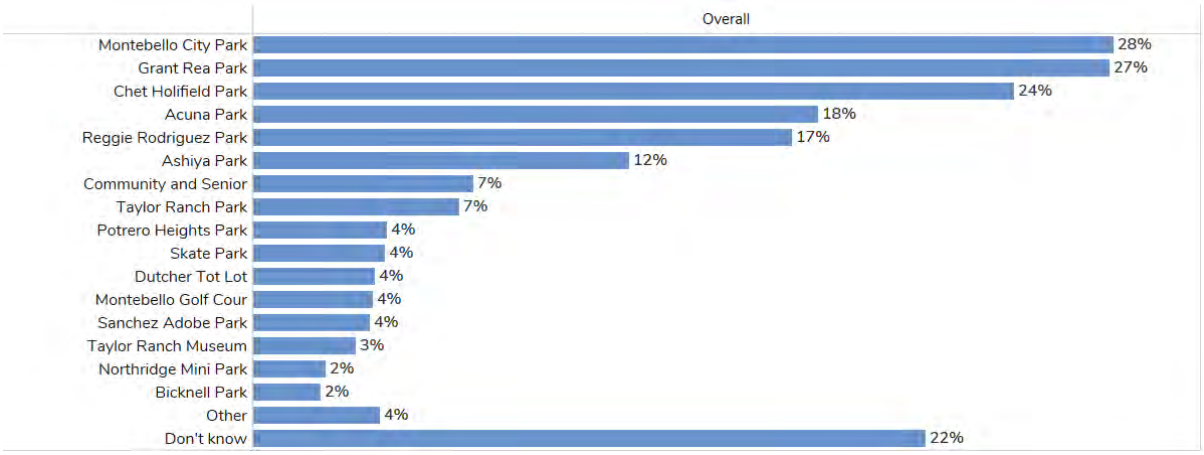
- Approx. 400 responses to the statistically valid and open link surveys
- Survey supports feedback we've received to date
- Provides direction for draft recommendations and site plans



10

Improvement & Additional Amenities

Which of the city parks/recreation facilities do you feel needs improvement and/or additional amenities to meet future needs?



11

Current Facilities: **Importance**

Please rate how you think the current facilities and services to your household overall

Rating Category	Avg.	n=	Percent Responding: 1 & 2	3	4 & 5
City parks and open spaces	4.5	386	4%	10%	86%
Amenities at City parks (e.g., picnic areas, restrooms)	4.5	385	6%	8%	86%
Trails and pathways	4.3	382	8%	11%	81%
Athletic courts (e.g., basketball, tennis)	4.1	379	13%	14%	72%
Youth recreation and sport programs	4.0	373	16%	13%	71%
Special events	4.0	375	10%	19%	71%
Community centers	4.0	385	9%	23%	68%
Adult recreation and sport programs	3.9	373	14%	21%	65%
Senior programs	3.9	380	15%	21%	64%
Aquatic programs	3.9	373	15%	21%	64%
Athletic fields (e.g., baseball, soccer)	3.9	382	18%	16%	65%
Adaptive programs at City facilities	3.8	364	16%	22%	61%
Kids club/camps	3.8	373	20%	18%	62%

5 - Very important
4
3
2
1 - Not at all important

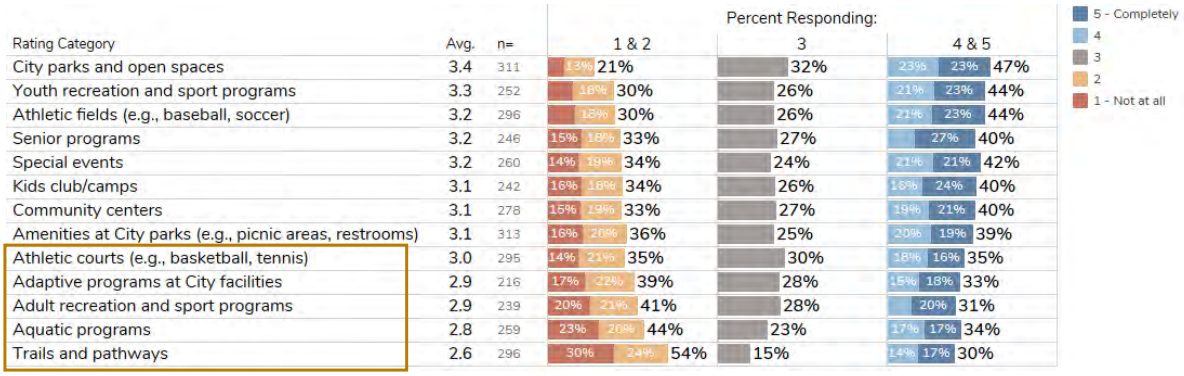
*Ratings categories are sorted in descending order by the average rating

Source: RRC Associates and KTUA

12

Current Facilities: **Needs Met**

Please rate how you think the current facilities are meeting needs of the community.

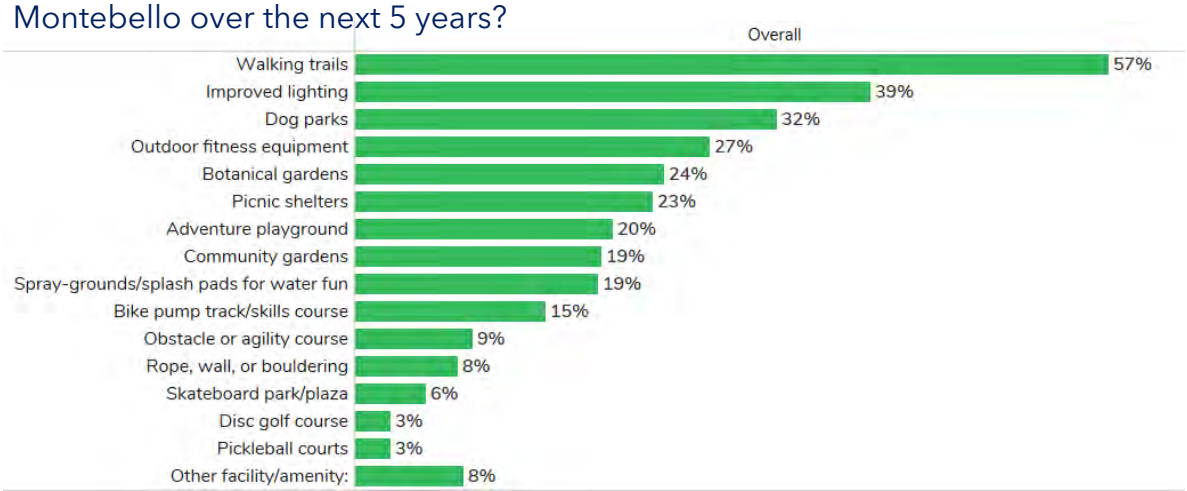


Rating Category	Avg.	n=	1 & 2	3	4 & 5
City parks and open spaces	3.4	311	21%	32%	47%
Youth recreation and sport programs	3.3	252	30%	26%	44%
Athletic fields (e.g., baseball, soccer)	3.2	296	30%	26%	44%
Senior programs	3.2	246	33%	27%	40%
Special events	3.2	260	34%	24%	42%
Kids club/camps	3.1	242	34%	26%	40%
Community centers	3.1	278	33%	27%	40%
Amenities at City parks (e.g., picnic areas, restrooms)	3.1	313	36%	25%	39%
Athletic courts (e.g., basketball, tennis)	3.0	295	35%	30%	35%
Adaptive programs at City facilities	2.9	216	39%	28%	33%
Adult recreation and sport programs	2.9	239	41%	28%	31%
Aquatic programs	2.8	259	44%	23%	34%
Trails and pathways	2.6	296	54%	15%	30%

13

Non-Traditional Facilities/Activities

Which THREE of the following non-traditional recreational facilities and/or activities do you feel should be seriously considered by the City of Montebello over the next 5 years?



14

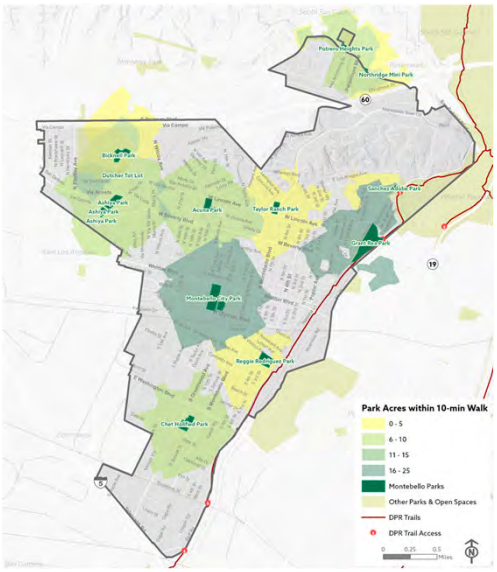
2

Park /Amenity Level of Service & Distribution



15

City Wide Park Standards and Service

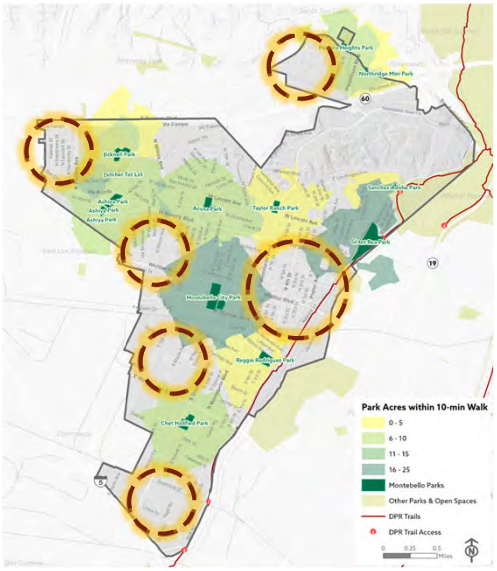


		Adjusted Park Standard*	Acre per 1000 Population 2020	Total Surplus/Deficit
Active Parks				
Mini and Neighborhood Parks	40.5	1.5	0.6	(0.9)
Community Parks and Center	38.7	2.5	0.6	(1.9)
All Active Parks	**79.2**	**4.0**	**1.2**	(2.8)
Special Use and Regional Park				
Special Use Facility and Natural Area	227.2	6.0	3.6	(2.4)
Special Use and Regional Natural Area	1,030.9	6.0	16.2	10.2

Park Service Area	Existing 2020			
	Parkshed Acreage	% City Area Served	# Population Served	% Population Served
1/2 Mile Walkshed (All Parks including golf course)	2,602	49%	38,197	59.8%
1/2 Mile Walkshed (Mini/Neighborhood)	1,966	37%	28,214	44.2%
1 Mile Bike/Driveshed (Community/Regional/Special Use Parks)	2,279	43%	33,107	51.9%
Combined Parkshed	3,414	64%	48,746	76.4%

16

City Wide Park Standards and Service

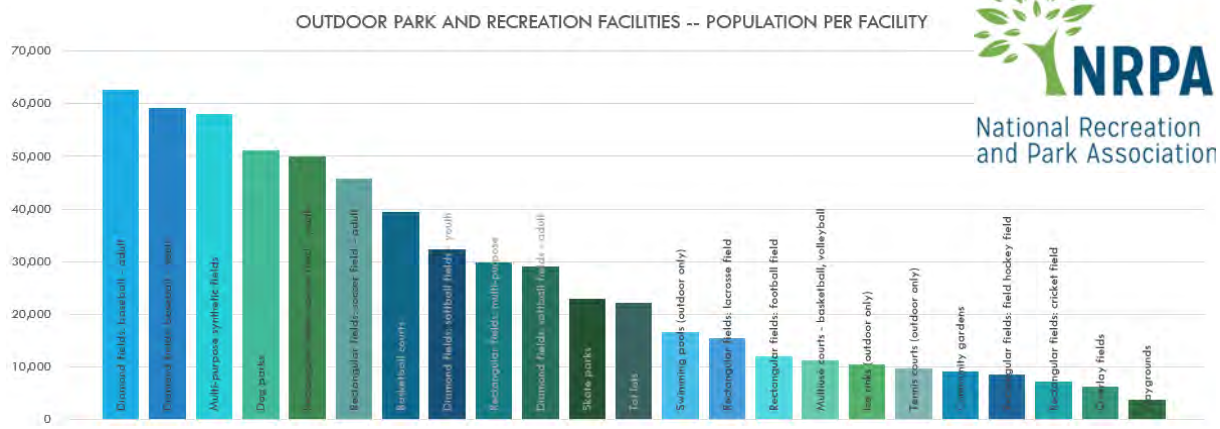


		Adjusted Park Standard*	Acre per 1000 Population 2020	Total Surplus/Deficit
Active Parks				
Mini and Neighborhood Parks	40.5	1.5	0.6	(0.9)
Community Parks and Center	38.7	2.5	0.6	(1.9)
All Active Parks	**79.2**	**4.0**	**1.2**	(2.8)
Special Use and Regional Park				
Special Use Facility and Natural Area	227.2	6.0	3.6	(2.4)
Special Use and Regional Natural Area	1,030.9	6.0	16.2	10.2

Park Service Area	Existing 2020			
	Parkshed Acreage	% City Area Served	# Population Served	% Population Served
1/2 Mile Walkshed (All Parks including golf course)	2,602	49%	38,197	59.8%
1/2 Mile Walkshed (Mini/Neighborhood)	1,966	37%	28,214	44.2%
1 Mile Bike/Driveshed (Community/Regional/Special Use Parks)	2,279	43%	33,107	51.9%
Combined Parkshed	3,414	64%	48,746	76.4%

17

NRPA Summary of Typical Park Amenities



NRPA
National Recreation and Park Association

18

Amenity Standards and Service

	Level of Service for 2020 Population (63,833 Est. Pop.)	Existing City Facilities	Existing Private Facilities	School Facilities	Total Existing Inventory	National Guideline Service Level (1/# pop)	Recommended City Standard (1/# pop)	Total Facilities Needed	Total Surplus / Deficit
Indoor Park & Rec Facilities	Rec Center	2	0	0	2	40,900	41,000	1.6	0.4
	Community Centers	1	0	0	1	42,490	42,491	1.5	(0.5)
	Senior Center	1	0	0	1	68,700	65,000	1.0	0.0
	Performance Ampitheaters	1	0	0	1	57,304	57,304	1.1	(0.1)
	Nature Centers	0	0	0	0	65,000	65,000	1.0	(1.0)
	Stadiums	0	0	0	0	59,074	59,074	1.1	(1.1)
	Ice Rink	0	0	0	0	29,830	30,000	2.1	(2.1)
	Teens Center	0	0	0	0	60,270	61,000	1.0	(1.0)
	Basketball Courts	5	0	11	5	8,560	8,500	7.5	(2.5)
	Bocceball	0	0	0	0	6,250	6,000	10.6	(10.6)
	Community Gardens	0	0	0	0	50,000	50,000	1.3	(1.3)
	Diamond Fields: Baseball (Adult - 230'+)**	1	0	1	1	22,900	20,000	3.2	(2.2)
	Diamond Fields: Baseball (Youth - <230')**	1	0	0	1	7,200	7,000	9.1	(8.1)
	Diamond Fields: Softball (Adult - 200'+)**	2	0	1	4	15,500	15,500	4.1	(0.1)
	Diamond Fields: Softball (Youth - <200')**	2	0	0	2	12,000	12,000	5.3	(3.3)
	Dog Parks	0	0	0	0	58,000	58,000	1.1	(1.1)

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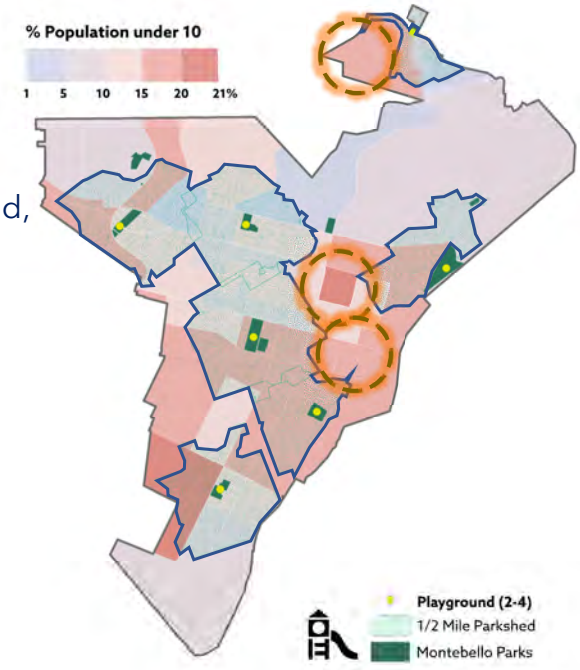
Amenity Standards and Service

	Level of Service for 2020 Population (63,833 Est. Pop.)	Existing City Facilities	Existing Private Facilities	School Facilities	Total Existing Inventory	National Guideline Service Level (1/# pop)	Recommended City Standard (1/# pop)	Total Facilities Needed	Total Surplus / Deficit
		2	0	5	2	10,470	10,000	6.1	(4.1)
		0	0	0	0				0.0
		0	0	0	0				0.0
		0	0	2	0				0.0
		0	0	0	0				0.0
		0	0	1	0				0.0
		2	0	3	2				2.0
		0	0	2	0				0.0
		0	0	0	0				0.0
		2	0	0	2				2.0
		0	0	1	0				0.0
	Pickleball***	0	0	0	0	6,250	6,000	10.6	(10.6)
	Picnic Areas (12+people)	13	0	0	13	5,000	5,000	12.8	0.2
	Playgrounds (age 6-12)	16	0	1	16	3,860	3,800	16.8	(0.8)
	Playgrounds (tot lot / age 2-5)	16	0	0	16	11,200	3,800	16.8	(0.8)
	Rectangular Soccer (Adult U14+)**	0	0	0	0	16,644	16,644	3.8	(3.8)
	Rectangular Soccer (Youth U6-12)**	0	0	0	2	9,085	9,085	7.0	(5.0)
	Skate Parks	1	0	0	1	62,570	65,000	1.0	0.0
	Swimming pool	2	0	2	2	45,800	46,000	1.4	0.6
	Tennis Courts	4	6	15	10	6,250	6,000	10.6	(0.6)
	Volleyball	0	0	0	0	22,250	20,000	3.2	(3.2)
Linear	Pedestrian Trails - miles	4.12	0	0	4.12	2,300	2,300	27.8	(23.6)
	Bicycle Trails - miles	3.72	0	0	3.72	2,450	2,450	26.1	(22.3)

20

Population under 10 & Playgrounds

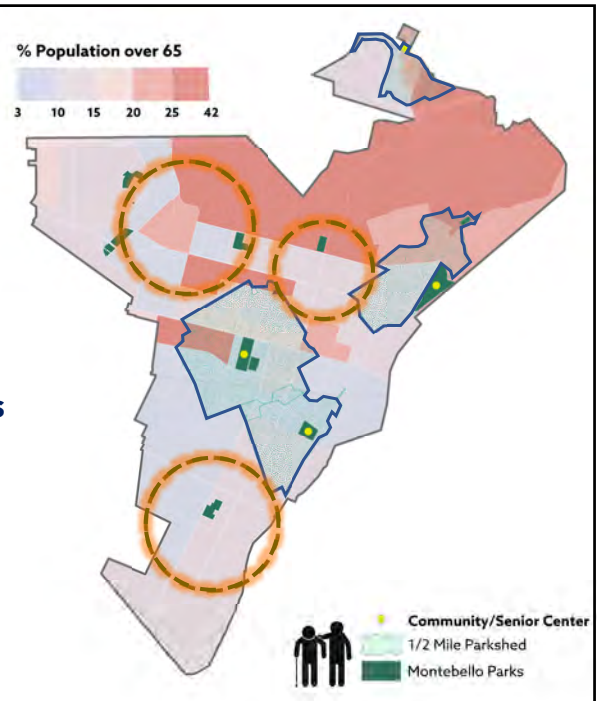
- Percent of population under 10 years-old, based on the American Community Survey 5-Year Estimates
- A total of **16 Playgrounds citywide**
- NRPA standard is approximately **17 for similar population**



21

Population Over 65 & Community/Senior Centers

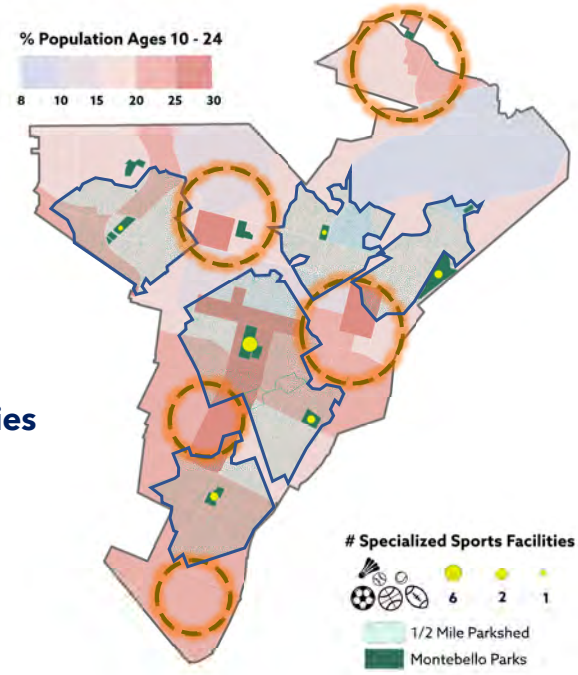
- Percent of population over 65 years-old, based on the American Community Survey 5-Year Estimates
- A total of **4 Community/Senior Centers citywide**
- NRPA standard is approximately **4 for similar population**



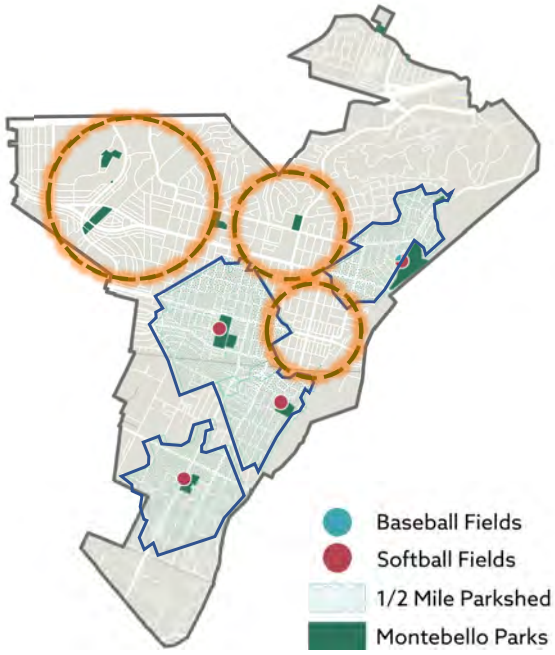
22

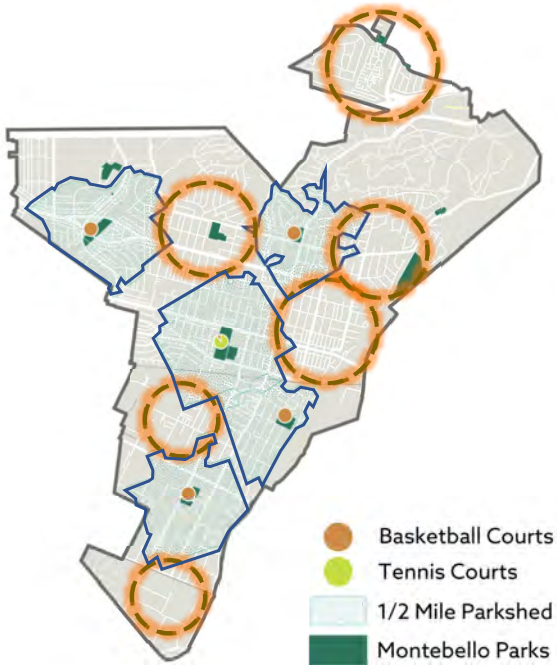
Population Ages 10-24 & Sports Facilities

- Percent of population between 10–24 years-old, based on the American Community Survey 5-Year Estimates
- A total of **27 Specialized Sports Facilities citywide**
- NRPA standard is around **60 sports facilities**

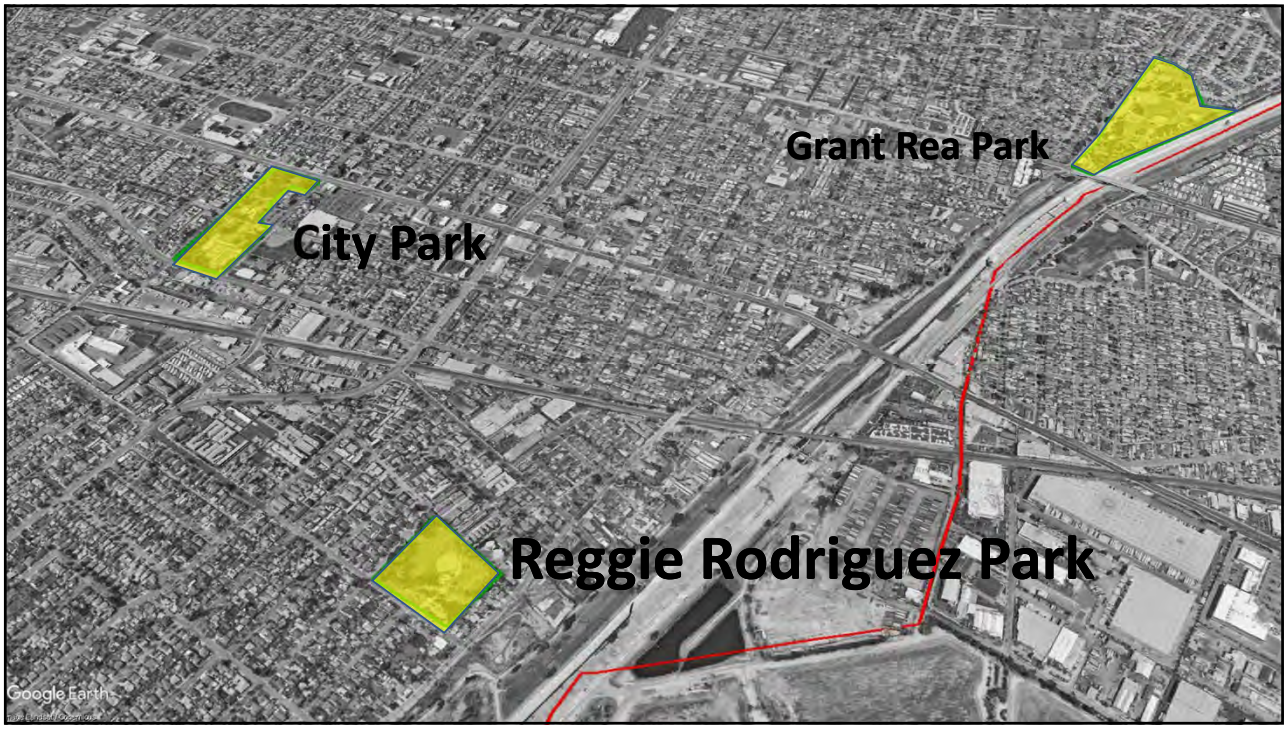


23





24



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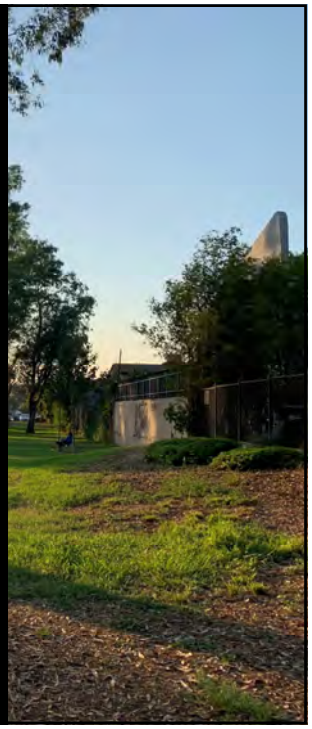
3

Reggie Rodriguez Park



26

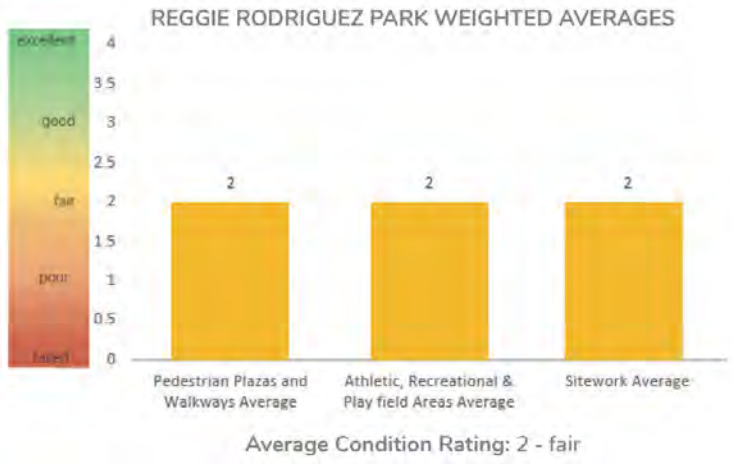

SITE ANALYSIS
LEGEND
1
EXISTING COMMUNITY CENTER
2
EXISTING BALL FIELD
3
SHADED PICNIC AREA
4
BASKETBALL COURT
5
PARKING
1
2
3
4
5
0
50
100
feet

27



28

Inventory Summary



Average Condition Rating: 2 - fair

Sitework

100%

fair

Athletic, Recreational & Play field Areas

100%

fair

Pedestrian Plazas and Walkways

100%

fair

29



PARK IDEAS

LEGEND

1. BUILDING ENHANCEMENTS
2. MULTI-SPORT COURTS
3. SOCCER FIELD
4. MULTI-USE SPORTS FIELD
5. FAMILY ACTIVITY AREA

30



PARK IDEAS
LEGEND

6 NEW PICNIC SHELTERS

7 ENHANCE PLAYGROUND AREA

8 TRAIL LOOP WITH FITNESS STATIONS

9 IMPROVEMENTS AT RESTROOM BUILDING

10 PARKING LOT RESURFACING & CHARGING STATIONS

31





1 BUILDING ENHANCEMENTS

- Enhance indoor / outdoor connections
- Consider areas for art / murals
- Study for more functional use and aesthetic upgrades

32





2 MULTI-SPORT COURTS

- Enhance basketball hoops
- Consider additional sports in footprint
- Include seating areas around court
- Consider back and partial side fencing

33





3 NEW SOCCER FIELD

- Enhance grass area and irrigation system
- Consider synthetic turf for year-round play
- Consider field lighting

34





4 MULTI-USE SPORTS FIELD

- Consider area for multi-use sports area
- Enhance backstops, dugouts, and spectator seating at existing field
- Upgrade and retrofit field lighting

35











5 FAMILY ACTIVITY AREA

- Consider permanent activities such as: ping pong, corn hole, and game tables
- Allow for informal lawn games and events such as: frisbee, ladder toss, etc.

36





6 NEW PICNIC SHELTERS

- Include new picnic shelters and seating
- Consider solar on structure
- Include BBQ areas

37





7 ENHANCE PLAYGROUND AREA

- Look for opportunities to include all-abilities play equipment
- Enhance playground area
- Increase playground area

38





8 TRAIL LOOP WITH FITNESS STATIONS

- Include DG fitness loop around perimeter of park
- Include fitness stations
- Include areas for seating

39

Poll Question #1

- Which new park facilities are you most supportive of?
  a. Multi-sport court
  b. Small soccer field
  c. Multi-use field area
  d. Family event and picnic area
  e. Playground

40

Poll Question #2

- Which general park improvements at are you most supportive of?
  a. Enhancing community center
  b. Enhancing site furnishings
  c. Improve restroom building
  d. Resurface parking lot and add charging stations

41

4

Grant Rea Park



42



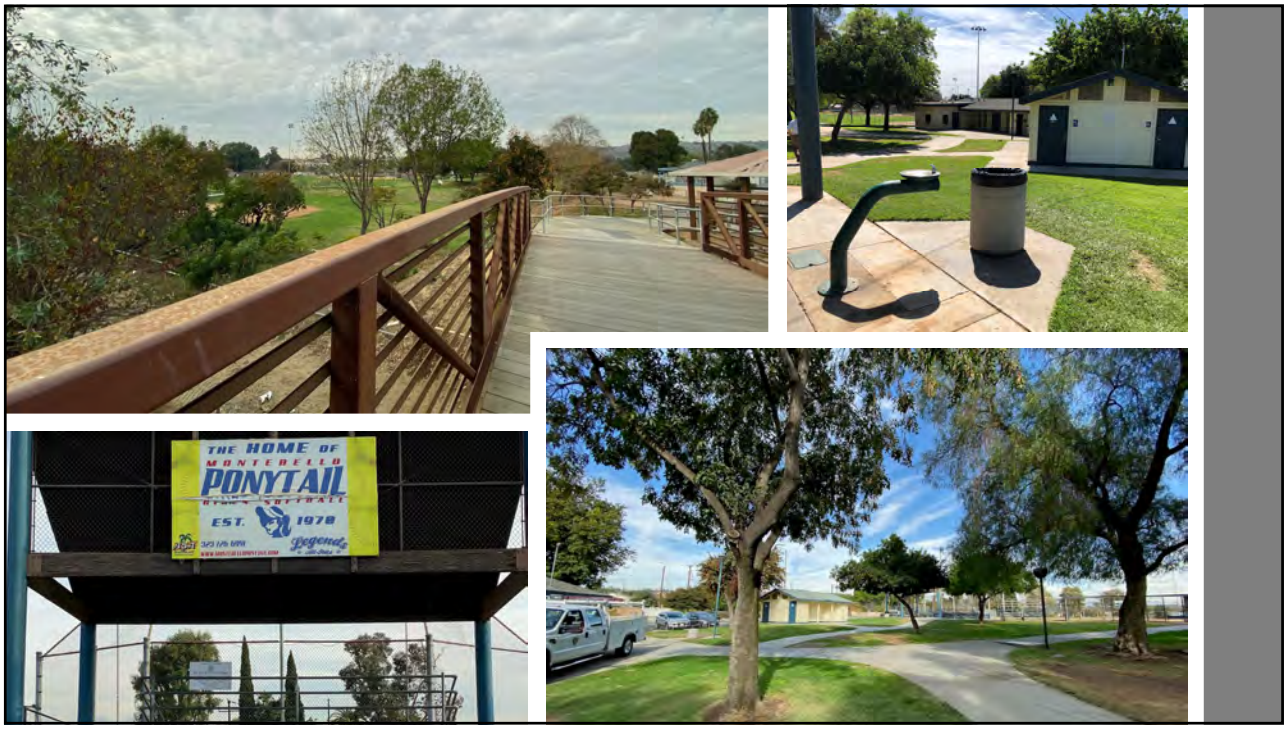
SITE ANALYSIS LEGEND

1 PETTING ZOO
2 BASEBALL FIELD
3 SOFTBALL FIELDS
4 PLAYGROUNDS
5 AMENITIES
6 TRAIL ENTRANCE

43



44



45

Inventory Summary



Pedestrian Plazas and Walkways

50% poor

50% failed

Sitework

7% good

92% fair

1% failed

Special Construction & Demo

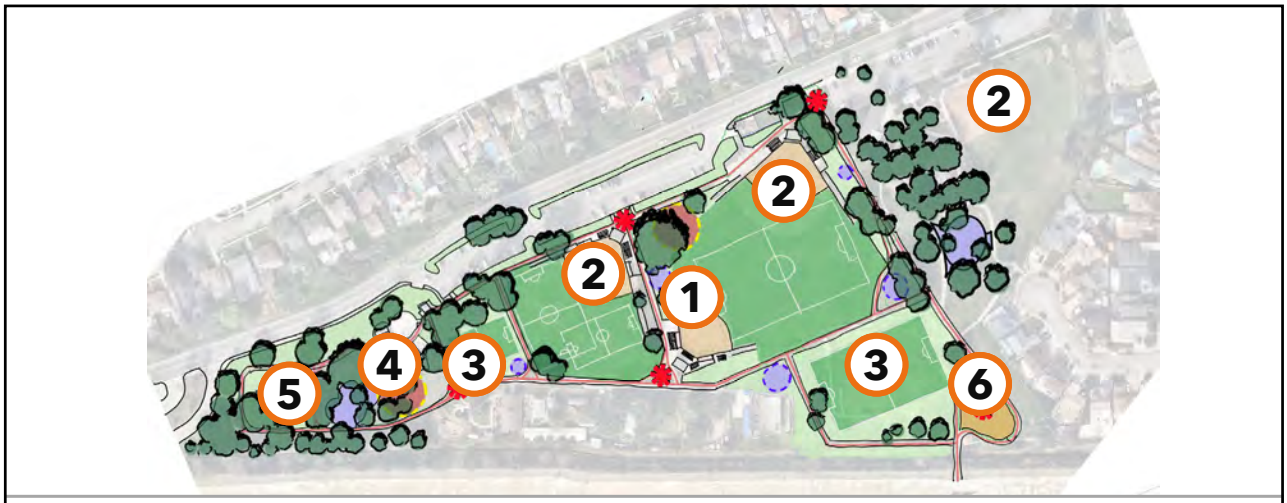
100% fair

Athletic, Recreational & Play field

67% good

33% fair

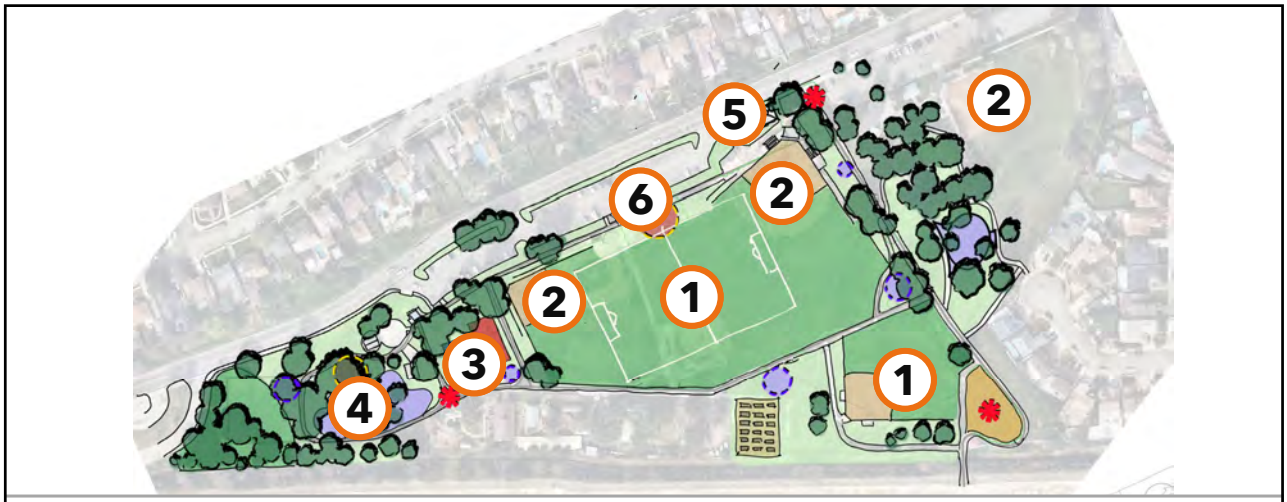
46



PARK IDEAS
LEGEND
ALT 1

1	MULTI-USE SPORTS FIELD	3	NEW SOCCER FIELDS	5	NEW SPORTS COURTS
2	BASEBALL / SOFTBALL FIELD	4	ENHANCED PLAYGROUND	6	NEW PLAYGROUND

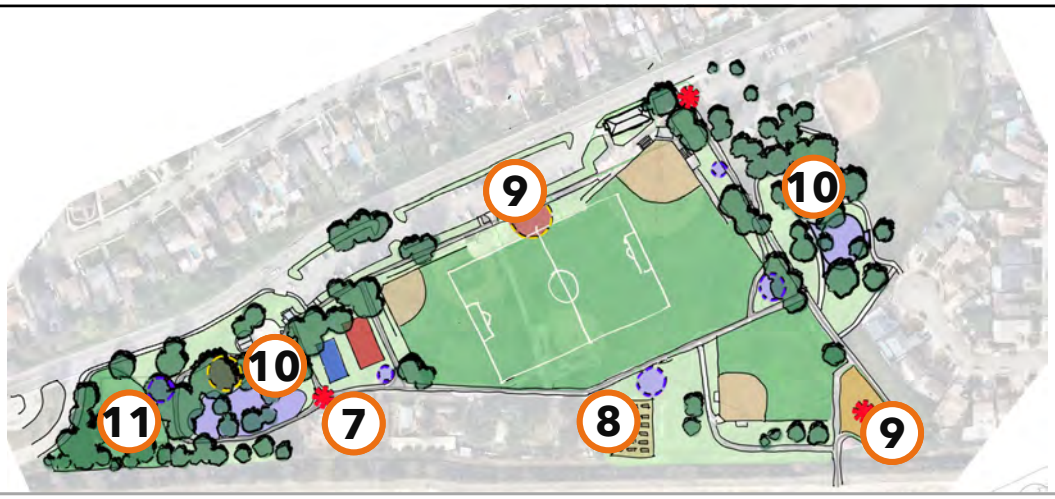
47



PARK IDEAS
LEGEND
ALT 2

1	MULTI-USE SPORTS FIELD	3	MULTI-SPORT COURTS	5	RELOCATED BUILDING & ENHANCEMENTS
2	BASEBALL / SOFTBALL FIELD	4	ENHANCED PLAYGROUND	6	ENTRY PLAZA

48



PARK IDEAS
LEGEND
ALT 2

- 7 FITNESS STATIONS
- 9 ENTRY PLAZAS
- 11 DOG PARK
- 8 COMMUNITY GARDEN
- 10 FAMILY ACTIVITY AREA

49





1 MULTI-USE SPORTS FIELD

- Provide soccer field space, up to age 14
- Synthetic Turf
- Shared space with adjacent baseball fields to conserve space

50





2 Baseball Field

- Provide new baseball field facilities
- Synthetic Turf Field
- Use of temporary fencing for outfield when in use

51





3 MULTI-SPORT COURTS

- Combined court facilities for multiple sports, such as basketball, tennis, pickleball, futsal, etc.
- Court can be adapted to the sport being played

52





4 Enhanced Playground

- Provide designated play areas for multiple age groups
- Provide improved connections and accessibility

53





5 Relocated Building Enhancements

- Relocated Building to improve park visibility and function
- Enhance facility to support adjacent park uses
- Provide restroom and concessions

54





6 Entry Plaza

- Enhanced entry gathering space to provide greater sense of arrival to park
- Improved connection to multi-use sports fields

55





7 Fitness Stations

- Various fitness stations located throughout the park
- Provides various types of exercise
- Improves activation of entire park

56





8 Community Garden

- Provides designated garden space for use by the community
- Improves community engagement

57





9 Entry Plaza at Pedestrian Bridge

- Entry space to activate this "back area" of the park

58











10 Family Activity Area

- Small play area at East end of park
- Provide passive gathering space for families

59

Poll Question #3

- Which new park facilities are you most supportive of?
  - a. Multi-sport courts
  - b. Multi-use field area
  - c. Enhanced playgrounds
  - d. Community garden
  - e. Dog park

60

Poll Question #4

- Which general park improvements at are you most supportive of?
  a. Enhancing site furnishings
  b. Improve restroom buildings
  c. Resurface parking lot and add charging stations
  d. Enhancing trails and adding fitness stations

61

5

Montebello City Park



62


SITE ANALYSIS
LEGEND
1 MEMORIAL
2 SKATE PARK
3 AMPHITHEATER
4 YOUTH CENTER
5 SOFTBALL FIELD
S Park Ave
S Tanner Ave
W Olympic Blvd
W Los Angeles Ave
State Route 72
Walnut Blvd
0 80 160
Feet

63

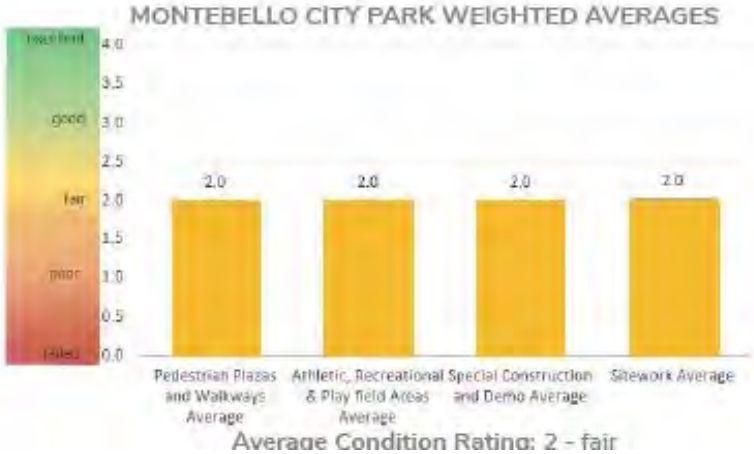


64



65

Inventory Summary



Pedestrian Plazas and Walkways

100%

fair

Sitework

3%

good

97%

fair

Special Construction & Demo

100%

fair

Athletic, Recreational & Play field

100%

fair

66



PARK IDEAS
LEGEND

1 MULTI-SPORT COURTS

2 MULTI-PURPOSE FIELD

3 SPLASH PAD

4 PLAYGROUND AREA

5 ENLARGE / ENHANCE SKATEPARK

6 FAMILY GATHERING AREAS

67



PARK IDEAS
LEGEND

7 BACK IN ANGLED PARKING WITH STREET TREES & ENHANCED X-INGS

8 ENHANCE PLANTING AREAS AND ALLOW FOR NATURE PLAY

9 DG TRAIL WITH FITNESS EQUIPMENT & PUBLIC ART

10 INCLUDE PUBLIC ART AT KEY NODES

11 ENHANCE AMPHITHEATRE WITH ADA IMPROVEMENTS

12 ENHANCE EXISTING PLAYGROUND

68





1 MULTI-SPORT COURTS

- Consolidate sports courts
- Arrange handball to share pool wall
- Enhance lighting and security

69





2 MULTI-PURPOSE FIELD

- Open up area for informal lawn activities and soccer
- Consider lighting
- Allow for passive use

70





3 SPLASH PAD AND FAMILY AREA

- Provide an area for informal splash pad
- Utilize infrastructure from adjacent pool facility
- Include shade areas, seating, and site furnishings

71







4 PLAYGROUND AREAS

- Include new playground for tots and 5-12
- Explore more advanced play features for teens
- Include inclusive play equipment

72





5 ENLARGE SKATEPARK

- Explore expanding skatepark to the northwest
- Look at ways to enhance skate features while providing additional security
- Explore opportunities for public art

73





6 FAMILY GATHERING AREAS

- Include small, medium, and large family gathering nodes
- Arrange them so that groups can meet individually are combined in family areas
- Provide new seating, surfacing, and furnishings

74





7 BACK IN ANGLED PARKING WITH STREET TREES & ENHANCED CROSSINGS

- Include back in parking along Taylor Ave.
- Include mid-block crossings and street trees

75





9 FAMILY GATHERING AREAS

- Trails and fitness equipment
- Loops around western edge of site

76

Poll Question #5

- Which new park facilities are you most supportive of?
  a. Multi-sport courts
  b. Multi-use field area
  c. Enhanced playgrounds
  d. Increased parking
  e. DG trails



77

Poll Question #6

- Which general park improvements at are you most supportive of?
  a. Enhancing site furnishings
  b. Improve amphitheater
  c. Resurface existing parking lot and adding charging stations
  d. Enlarging skatepark and adding security features



78

6

Closing Remarks



79

Ways to Participate

- Check the City website for additional events and project products or surveys
- Leave us your email address and we will keep you abreast of upcoming engagement events and milestones
- Visit the **project story map,** https://arcg.is/0yeqOa

80

RAFFLE



81

Thank you for attending tonight's workshop!

Be sure to leave a comment before signing off

82

Youtube Video Link: https://youtu.be/SqYTcbLeNUw

SECTION III-H
Amenities Survey

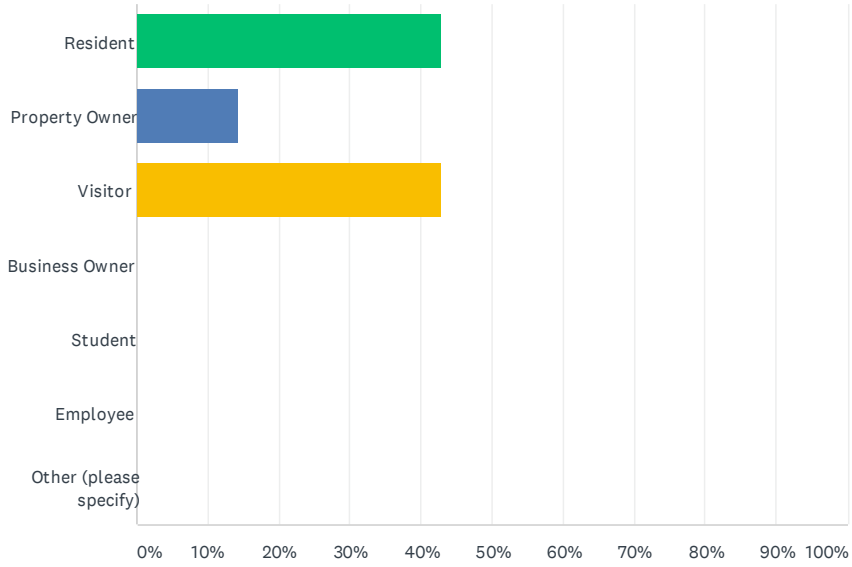
Q1 What zip code do you live in?

Answered: 7 Skipped: 0

#	RESPONSES	DATE
1	90660	9/15/2020 9:28 PM
2	90640	9/15/2020 6:02 PM
3	90640	9/14/2020 9:21 PM
4	90640	9/14/2020 8:16 PM
5	90640	9/10/2020 6:55 PM
6	93455	9/10/2020 6:38 PM
7	93455	9/3/2020 1:24 PM

Q2 What is your relationship to the City of Montebello?

Answered: 7 Skipped: 0

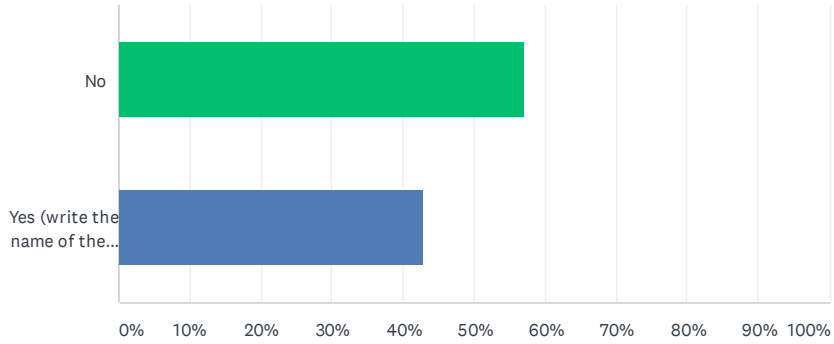


ANSWER CHOICES	RESPONSES	
Resident	42.86%	3
Property Owner	14.29%	1
Visitor	42.86%	3
Business Owner	0.00%	0
Student	0.00%	0
Employee	0.00%	0
Other (please specify)	0.00%	0
TOTAL		7

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q3 Are there any students in the household?

Answered: 7 Skipped: 0

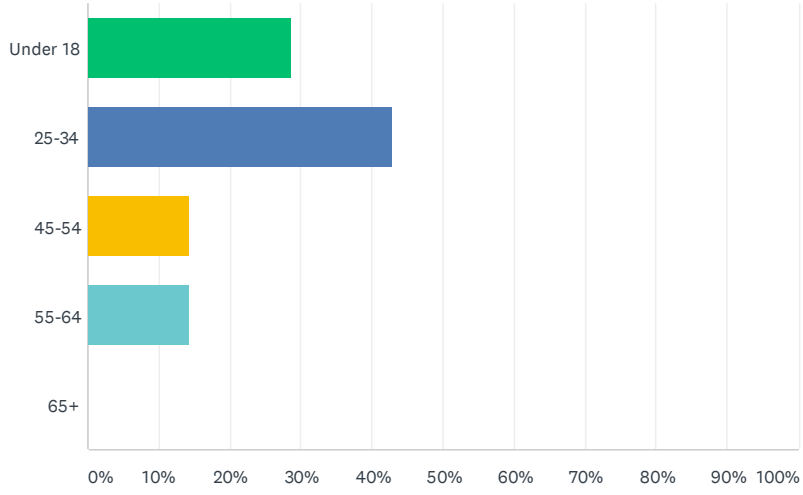


ANSWER CHOICES	RESPONSES	
No	57.14%	4
Yes (write the name of the schools below)	42.86%	3
TOTAL		7

#	YES (WRITE THE NAME OF THE SCHOOLS BELOW)	DATE
1	fremont	9/15/2020 6:02 PM
2	fremont elementary school	9/14/2020 8:16 PM
3	2	9/10/2020 6:55 PM

Q4 Which of the following groups includes your age?

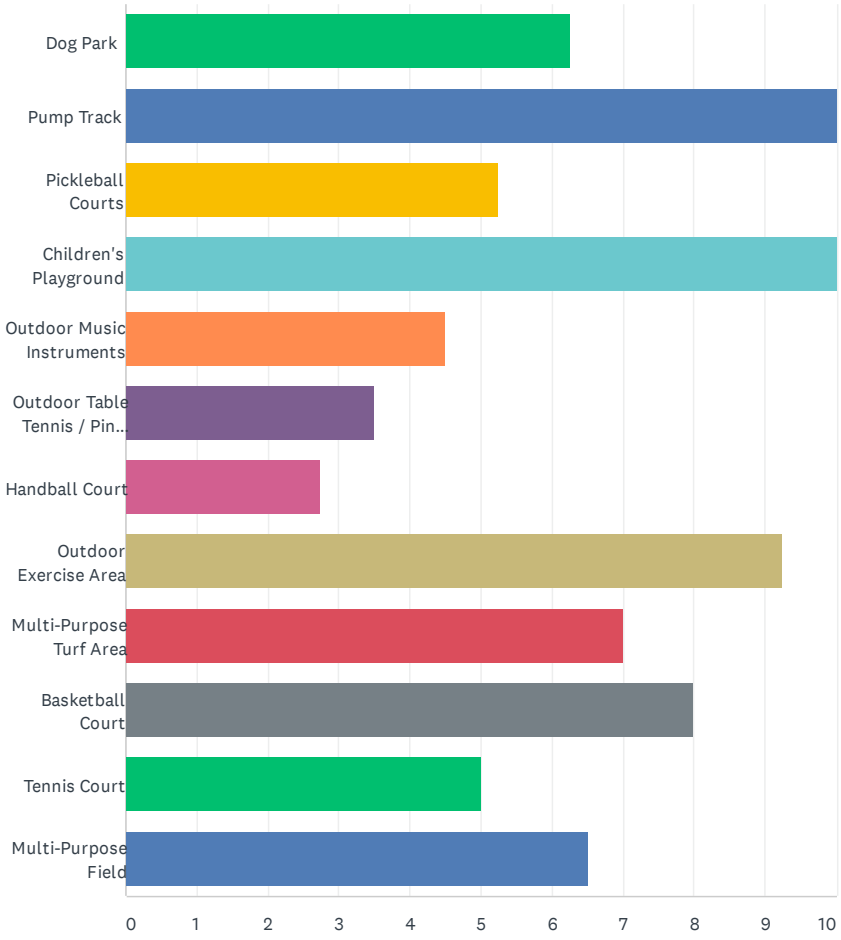
Answered: 7 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	28.57%	2
25-34	42.86%	3
45-54	14.29%	1
55-64	14.29%	1
65+	0.00%	0
TOTAL		7

Q5 Please rank the following twelve (12) preferred ACTIVE park amenities/features from the list below (1=Most preferred, 12= Least preferred)

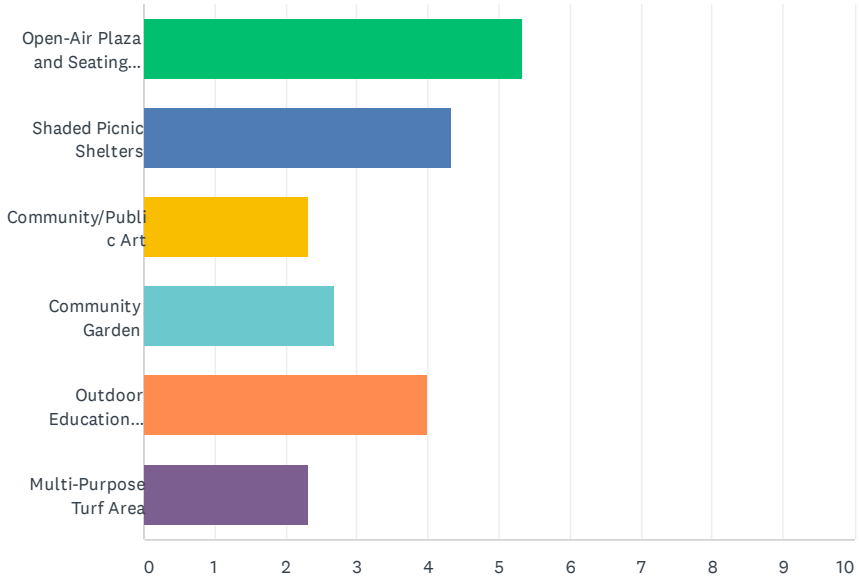
Answered: 4 Skipped: 3



	1	2	3	4	5	6	7	8	9	10	11	12	TOTA
 Dog Park	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	0.00% 0	25.00% 1	25.00% 1	0.00% 0	0.00% 0	
 Pump Track	0.00% 0	25.00% 1	50.00% 2	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
 Pickleball Courts	0.00% 0	0.00% 0	0.00% 0	25.00% 1	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	0.00% 0	25.00% 1	
 Children's Playground	25.00% 1	25.00% 1	25.00% 1	0.00% 0	0.00% 0	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
 Outdoor Music Instruments	0.00% 0	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	50.00% 2	0.00% 0	
 Outdoor Table Tennis / Ping Pong	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	0.00% 0	25.00% 1	0.00% 0	0.00% 0	0.00% 0	50.00% 2	
 Handball Court	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	0.00% 0	25.00% 1	25.00% 1	25.00% 1	
 Outdoor Exercise Area	50.00% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
 Multi-Purpose Turf Area	0.00% 0	0.00% 0	25.00% 1	25.00% 1	0.00% 0	0.00% 0	0.00% 0	25.00% 1	25.00% 1	0.00% 0	0.00% 0	0.00% 0	
 Basketball Court	0.00% 0	25.00% 1	0.00% 0	25.00% 1	0.00% 0	25.00% 1	0.00% 0	25.00% 1	0.00% 0	0.00% 0	0.00% 0	0.00% 0	
 Tennis Court	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	50.00% 2	0.00% 0	50.00% 2	0.00% 0	0.00% 0	0.00% 0	
 Multi-Purpose Field	0.00% 0	0.00% 0	0.00% 0	0.00% 0	75.00% 3	0.00% 0	0.00% 0	0.00% 0	0.00% 0	0.00% 0	25.00% 1	0.00% 0	

Q6 Please rank the following six (6) preferred PASSIVE park amenities/features from the list below (1=Most preferred, 6= Least preferred)

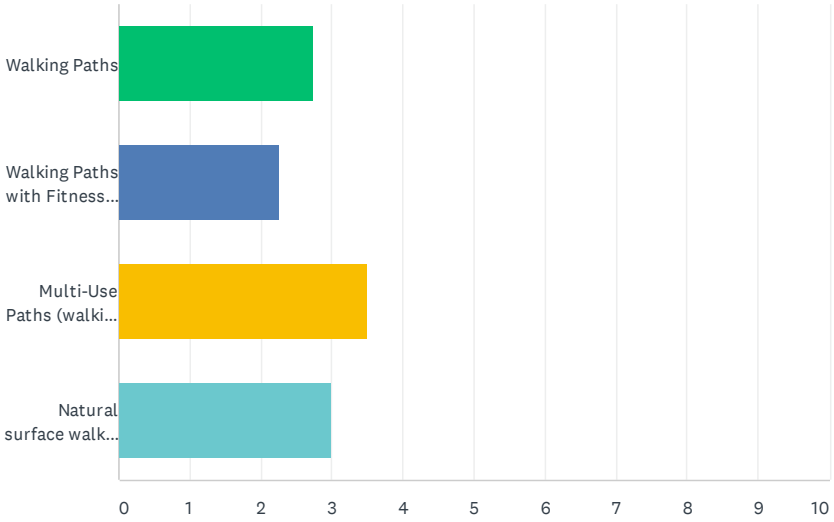
Answered: 3 Skipped: 4



	1	2	3	4	5	6	TOTAL	SCORE
 Open-Air Plaza and Seating Terrace	33.33% 1	66.67% 2	0.00% 0	0.00% 0	0.00% 0	0.00% 0	3	5.33
 Shaded Picnic Shelters	33.33% 1	33.33% 1	0.00% 0	0.00% 0	33.33% 1	0.00% 0	3	4.33
 Community/Public Art	0.00% 0	0.00% 0	33.33% 1	0.00% 0	33.33% 1	33.33% 1	3	2.33
 Community Garden	0.00% 0	0.00% 0	33.33% 1	33.33% 1	0.00% 0	33.33% 1	3	2.67
 Outdoor Education Spaces	33.33% 1	0.00% 0	0.00% 0	66.67% 2	0.00% 0	0.00% 0	3	4.00
 Multi-Purpose Turf Area	0.00% 0	0.00% 0	33.33% 1	0.00% 0	33.33% 1	33.33% 1	3	2.33

Q7 Please rank the following four (4) preferred LINEAR park amenities/features from the list below (1=Most preferred, 4= Least preferred)

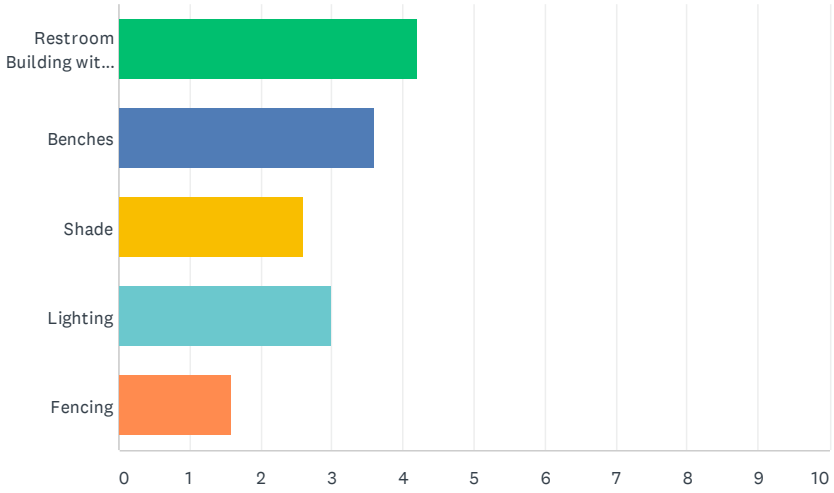
Answered: 4 Skipped: 3



	1	2	3	4	TOTAL	SCORE
 Walking Paths	25.00% 1	50.00% 2	0.00% 0	25.00% 1	4	2.75
 Walking Paths with Fitness Stations	0.00% 0	25.00% 1	75.00% 3	0.00% 0	4	2.25
 Multi-Use Paths (walking and biking)	50.00% 1	50.00% 1	0.00% 0	0.00% 0	2	3.50
 Natural surface walking trails	66.67% 2	0.00% 0	0.00% 0	33.33% 1	3	3.00

Q8 Please rank the following five (5) preferred GENERAL park amenities/features from the list below (1=Most preferred, 5= Least preferred)

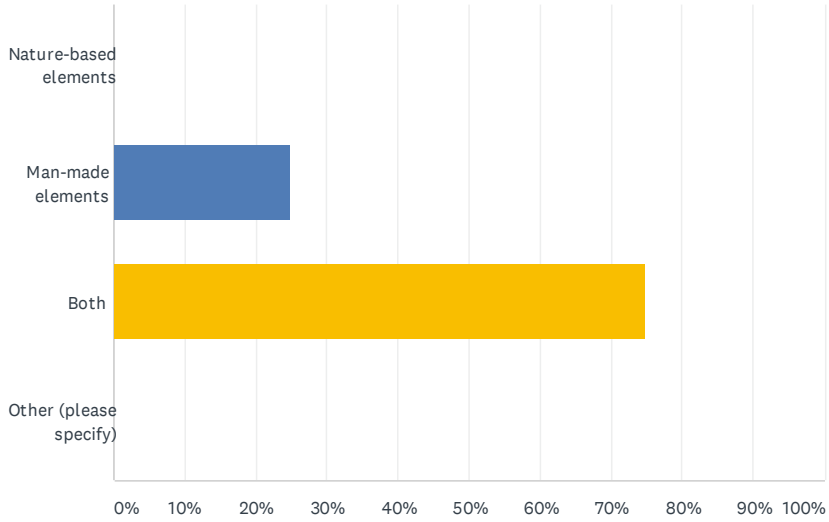
Answered: 5 Skipped: 2



	1	2	3	4	5	TOTAL	SCORE
 Restroom Building with Storage	60.00% 3	20.00% 1	0.00% 0	20.00% 1	0.00% 0	5	4.20
 Benches	40.00% 2	0.00% 0	40.00% 2	20.00% 1	0.00% 0	5	3.60
 Shade	0.00% 0	0.00% 0	60.00% 3	40.00% 2	0.00% 0	5	2.60
 Lighting	0.00% 0	60.00% 3	0.00% 0	20.00% 1	20.00% 1	5	3.00
 Fencing	0.00% 0	20.00% 1	0.00% 0	0.00% 0	80.00% 4	5	1.60

Q9 Do you prefer nature-based or man-made elements for your park and recreation needs?

Answered: 4 Skipped: 3



ANSWER CHOICES	RESPONSES	
Nature-based elements	0.00%	0
Man-made elements	25.00%	1
Both	75.00%	3
Other (please specify)	0.00%	0
TOTAL		4

#	OTHER (PLEASE SPECIFY)	DATE
	There are no responses.	

Q10 List your TOP PRIORITY for park improvements (i.e. playgrounds, safety, parking, more types of programs, shade, lighting, etc.)

Answered: 3 Skipped: 4

#	RESPONSES	DATE
1	Security, well lit restrooms, walkways & parking lots	9/14/2020 9:36 PM
2	Our playgrounds. Bathrooms at some parks are so far away.	9/14/2020 8:26 PM
3	playgrounds	9/10/2020 7:00 PM

Q11 What other park amenities/features not listed above would you like to see in parks throughout Montebello?

Answered: 3 Skipped: 4

#	RESPONSES	DATE
1	Security towers/ kiosks throughout park	9/14/2020 9:36 PM
2	palyground for different age groups and a decent little water park. Not grant rea one it sucks.	9/14/2020 8:26 PM
3	walking/jogging assigned trails with padding, if possible.	9/10/2020 7:00 PM

Q12 Want to stay informed about the Montebello Park Facilities Master Plan? If so, please provide your email address and/or phone number below.

Answered: 2 Skipped: 5

ANSWER CHOICES	RESPONSES	
Name	100.00%	2
Company	0.00%	0
Address	0.00%	0
Address 2	0.00%	0
City/Town	0.00%	0
State/Province	0.00%	0
ZIP/Postal Code	0.00%	0
Country	0.00%	0
Email Address	100.00%	2
Phone Number	100.00%	2

#	NAME	DATE
1	Ruchelle Quintero	9/14/2020 8:26 PM
2	Joanna Lizeth Barreras	9/10/2020 7:00 PM

#	COMPANY	DATE
	There are no responses.	

#	ADDRESS	DATE
	There are no responses.	

#	ADDRESS 2	DATE
	There are no responses.	

#	CITY/TOWN	DATE
	There are no responses.	

#	STATE/PROVINCE	DATE
	There are no responses.	

#	ZIP/POSTAL CODE	DATE
	There are no responses.	

#	COUNTRY	DATE
	There are no responses.	

#	EMAIL ADDRESS	DATE
1	Ruchellequintero2012@gmail.com	9/14/2020 8:26 PM
2	joannabarreras@gmail.com	9/10/2020 7:00 PM

#	PHONE NUMBER	DATE
1	3238286138	9/14/2020 8:26 PM
2	3233874949	9/10/2020 7:00 PM

SECTION III-I
Specific Plan Surveys

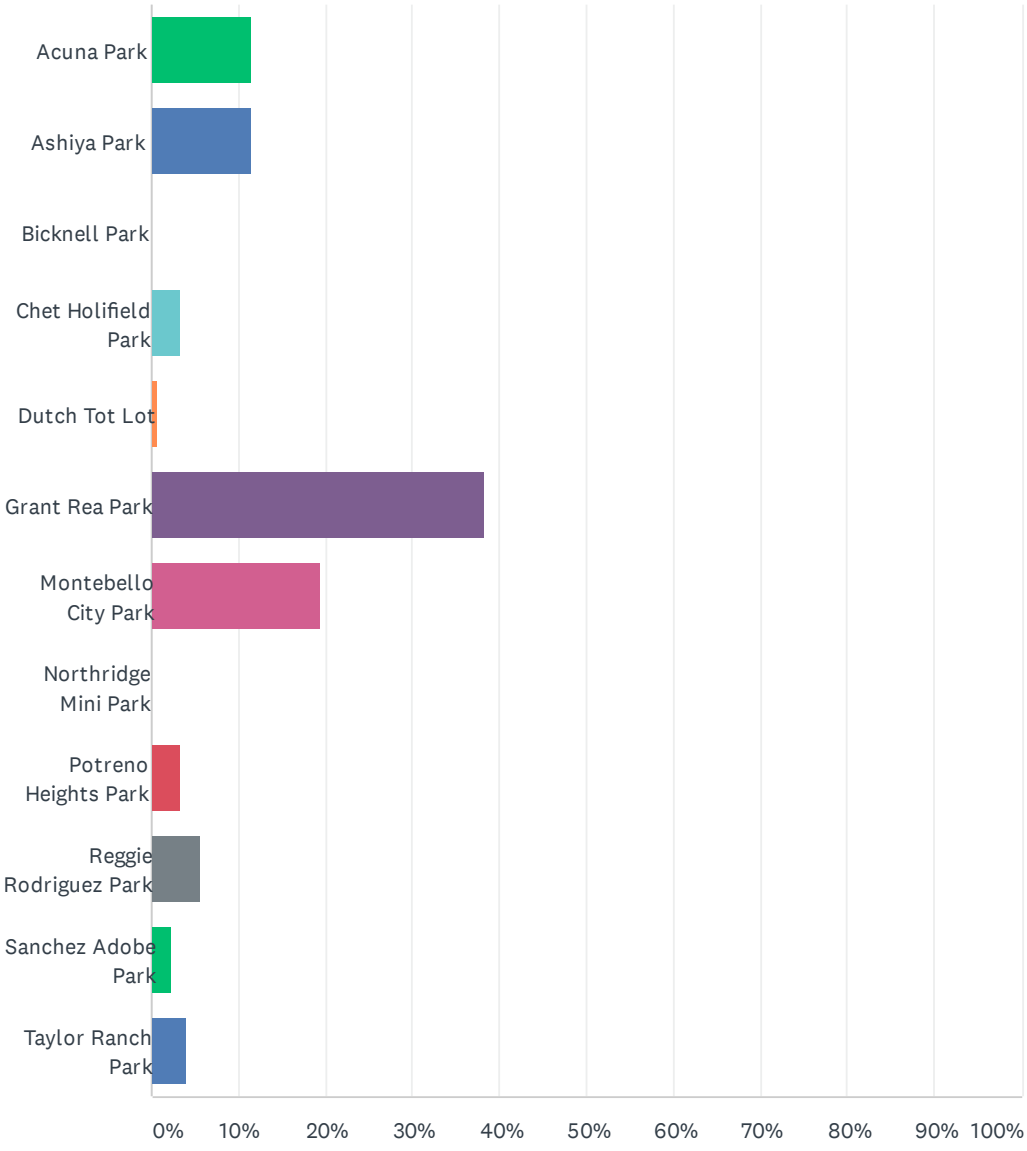
Q1 What is your zipcode?

Answered: 174 Skipped: 1



Q2 Which park do you live the closest to?

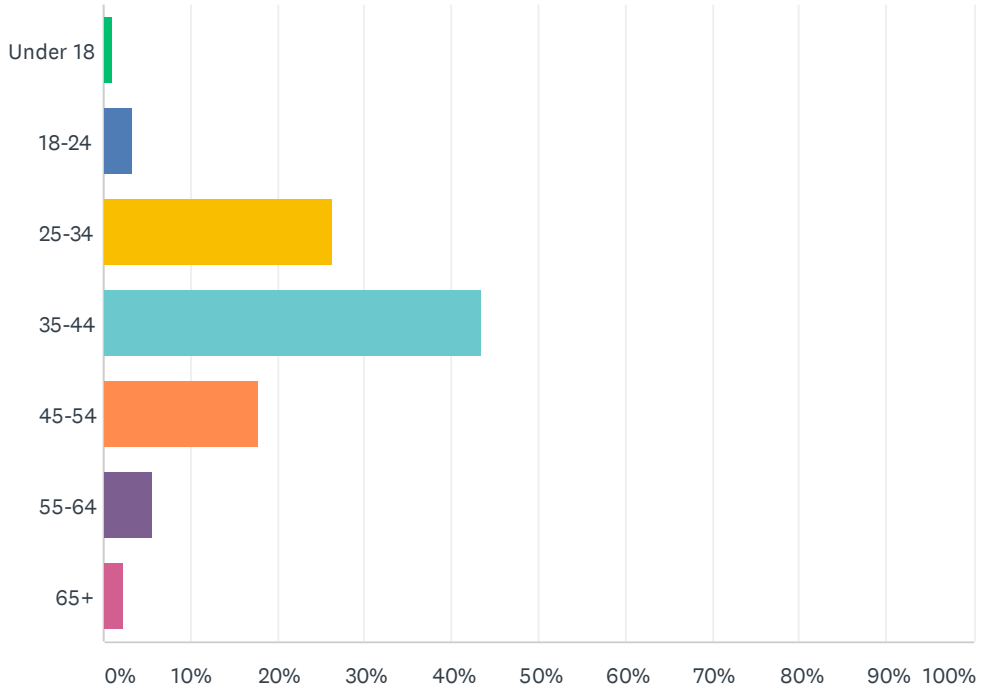
Answered: 175 Skipped: 0



ANSWER CHOICES	RESPONSES	
Acuna Park	11.43%	20
Ashiya Park	11.43%	20
Bicknell Park	0.00%	0
Chet Holifield Park	3.43%	6
Dutch Tot Lot	0.57%	1
Grant Rea Park	38.29%	67
Montebello City Park	19.43%	34
Northridge Mini Park	0.00%	0
Potreno Heights Park	3.43%	6
Reggie Rodriguez Park	5.71%	10
Sanchez Adobe Park	2.29%	4
Taylor Ranch Park	4.00%	7
TOTAL		175

Q3 Please select your age

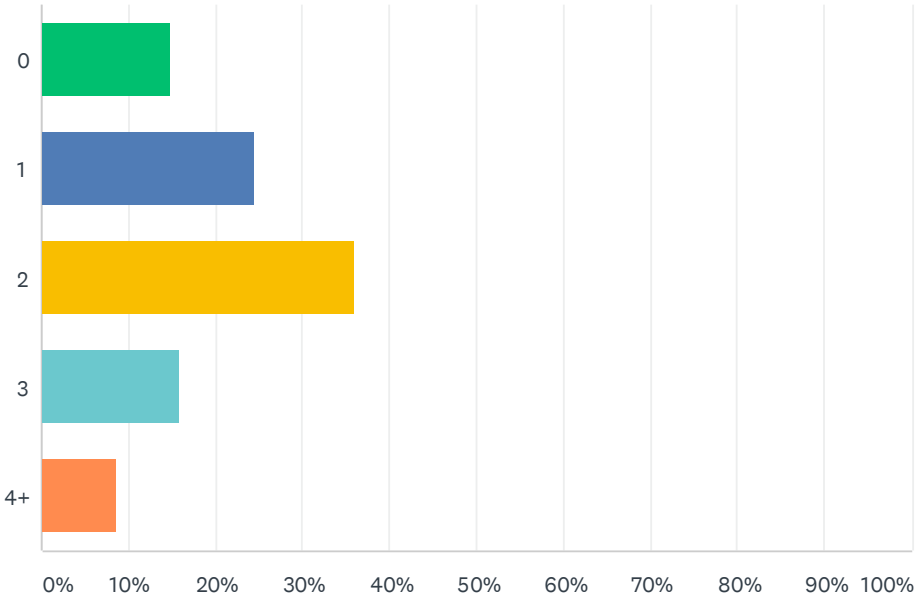
Answered: 175 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	1.14%	2
18-24	3.43%	6
25-34	26.29%	46
35-44	43.43%	76
45-54	17.71%	31
55-64	5.71%	10
65+	2.29%	4
TOTAL		175

Q4 How many kids are in your household?

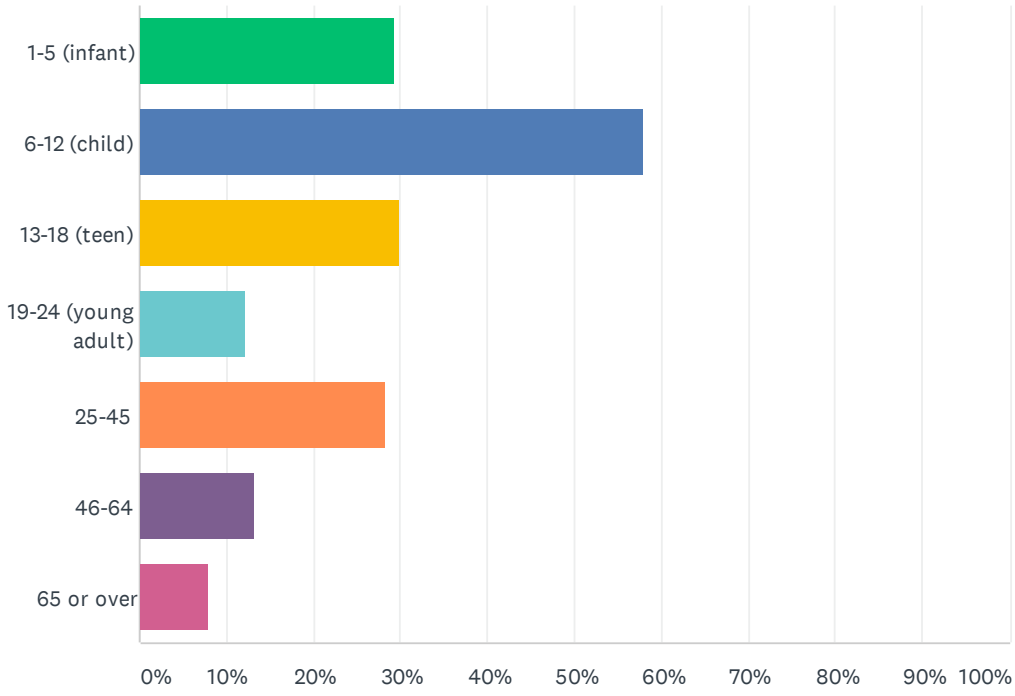
Answered: 175 Skipped: 0



ANSWER CHOICES	RESPONSES	
0	14.86%	26
1	24.57%	43
2	36.00%	63
3	16.00%	28
4+	8.57%	15
TOTAL		175

Q5 What are the ages of the individuals within your household whovisit city parks or recreation facilities? (check all that apply)

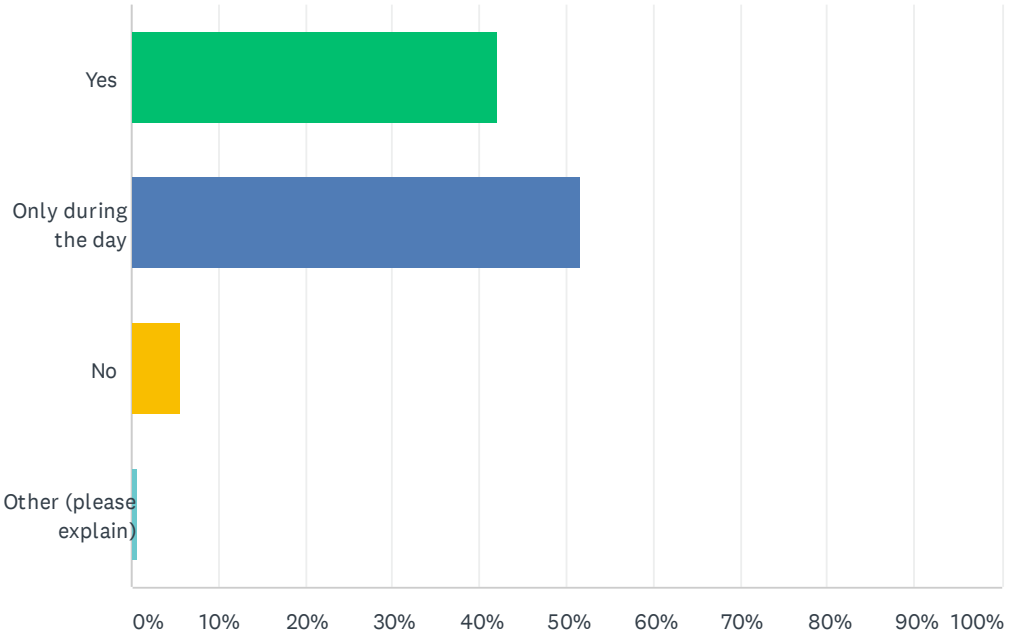
Answered: 174 Skipped: 1



ANSWER CHOICES	RESPONSES	
1-5 (infant)	29.31%	51
6-12 (child)	58.05%	101
13-18 (teen)	29.89%	52
19-24 (young adult)	12.07%	21
25-45	28.16%	49
46-64	13.22%	23
65 or over	8.05%	14
Total Respondents: 174		

Q6 Do you feel safe visiting the park?

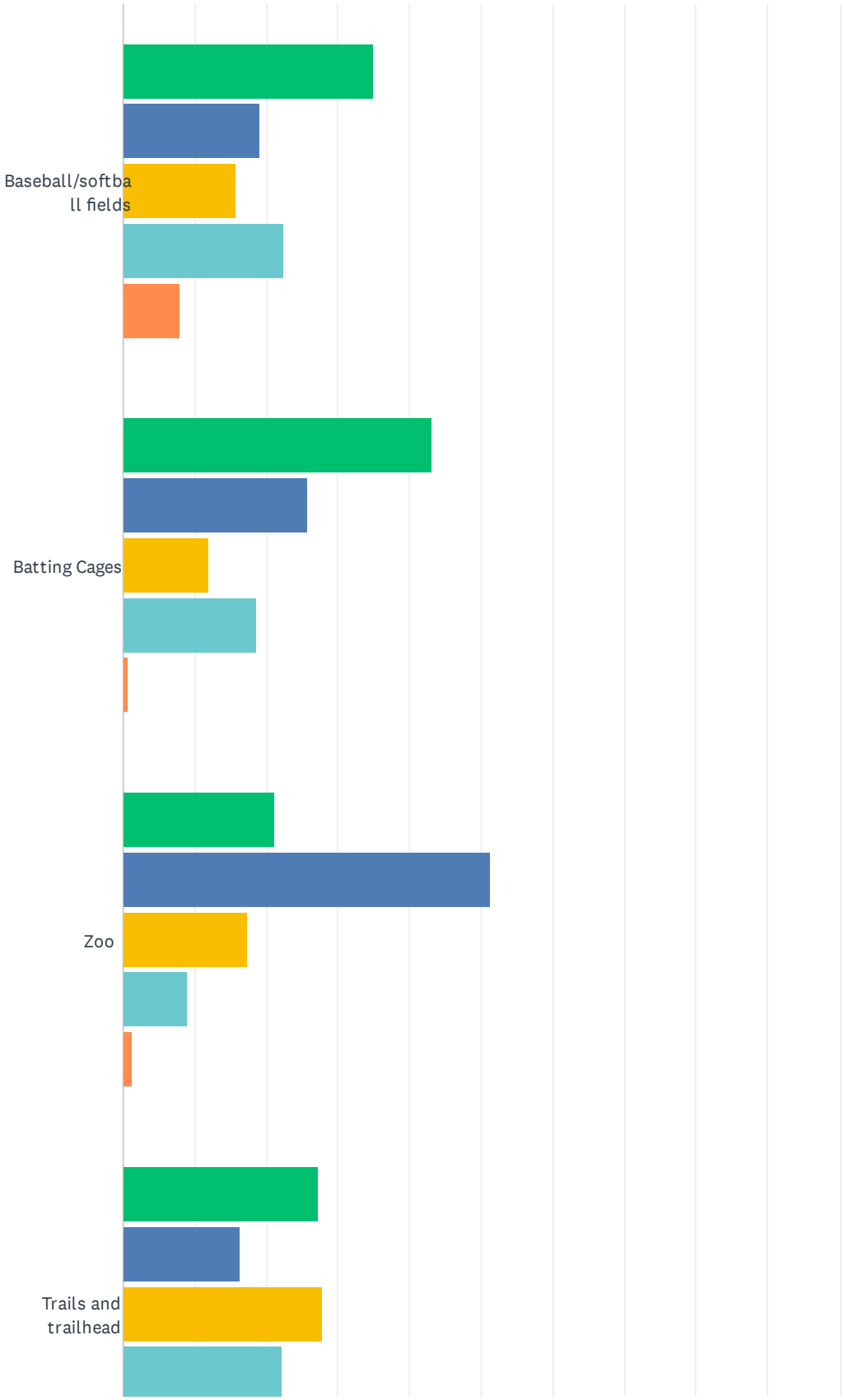
Answered: 159 Skipped: 16



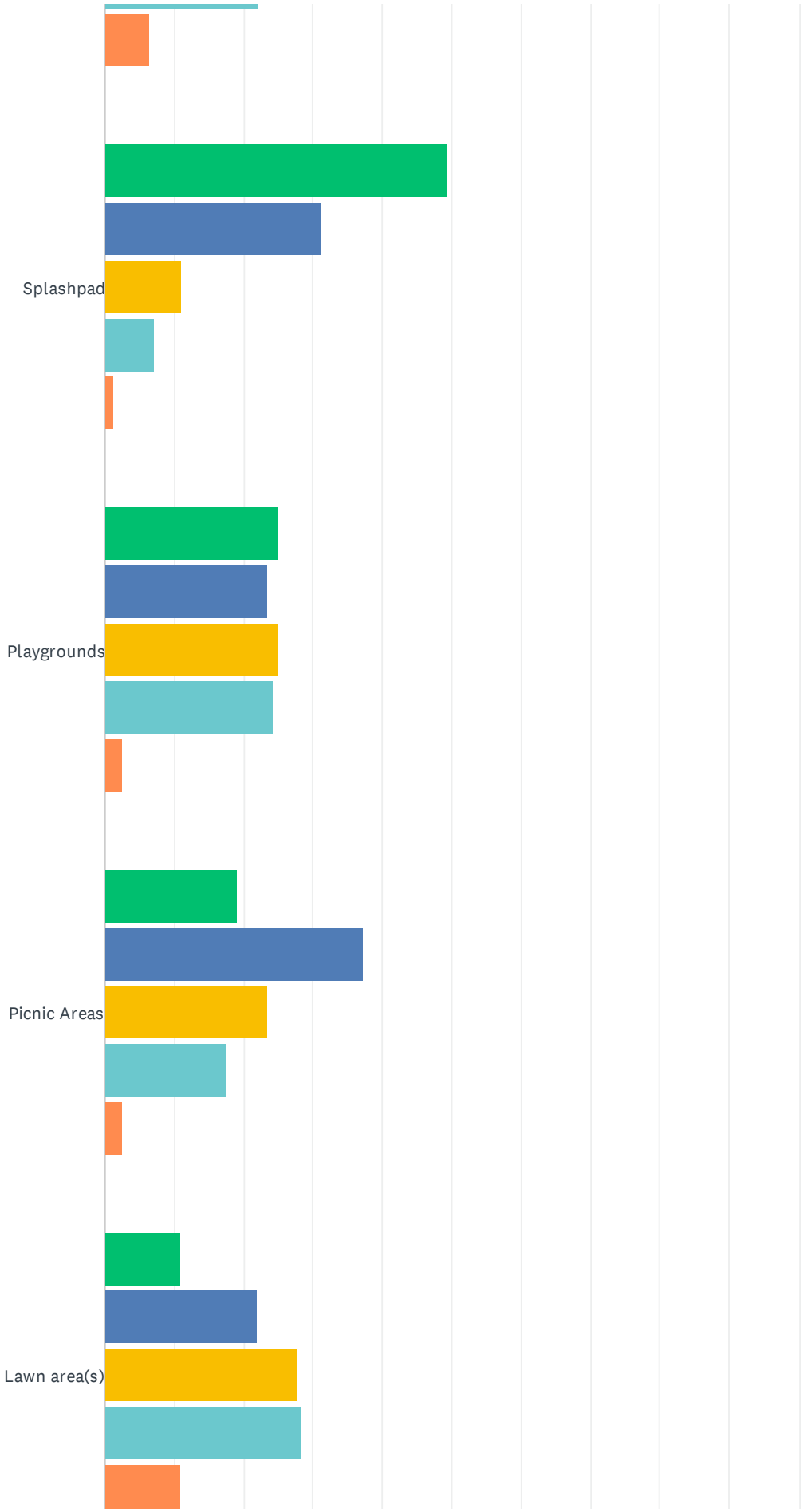
ANSWER CHOICES	RESPONSES	
Yes	42.14%	67
Only during the day	51.57%	82
No	5.66%	9
Other (please explain)	0.63%	1
TOTAL		159

Q7 What areas do you and/or your family use the most?

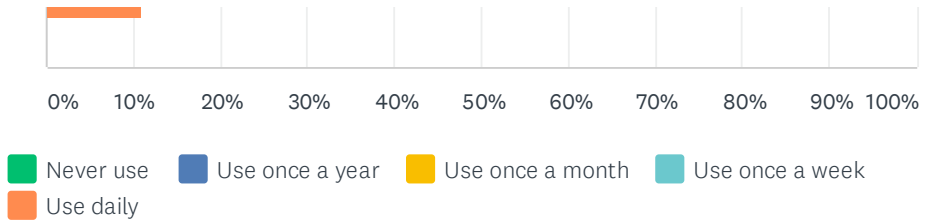
Answered: 160 Skipped: 15



Grant Rea Park Specific Plan Survey



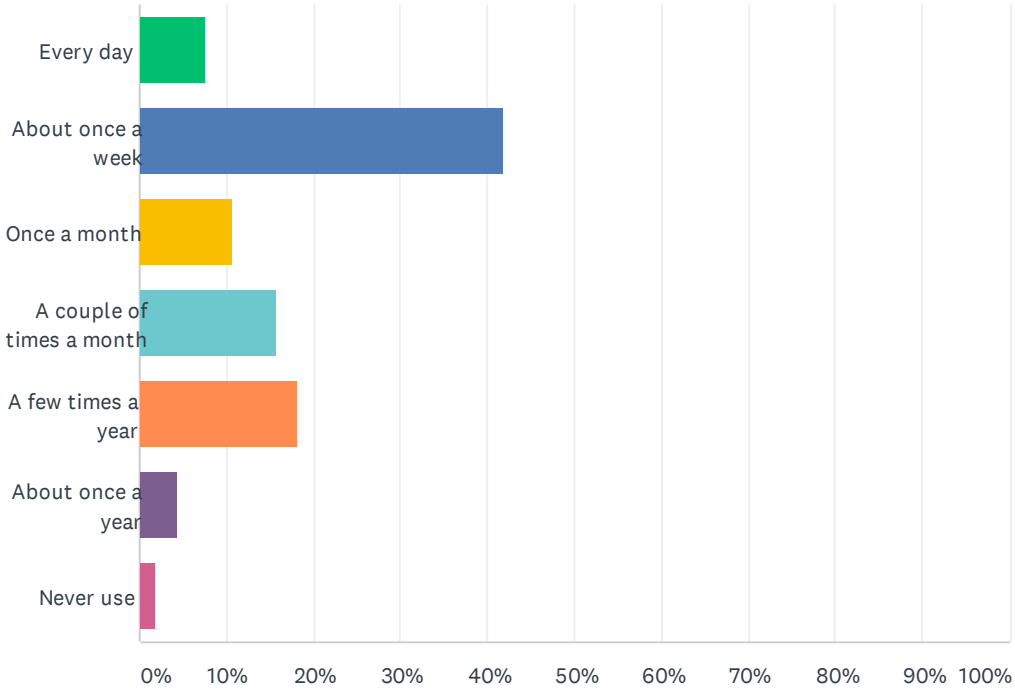
Grant Rea Park Specific Plan Survey



	NEVER USE	USE ONCE A YEAR	USE ONCE A MONTH	USE ONCE A WEEK	USE DAILY	TOTAL	WEIGHTED AVERAGE
Baseball/softball fields	34.87% 53	19.08% 29	15.79% 24	22.37% 34	7.89% 12	152	2.49
Batting Cages	43.05% 65	25.83% 39	11.92% 18	18.54% 28	0.66% 1	151	2.08
Zoo	21.15% 33	51.28% 80	17.31% 27	8.97% 14	1.28% 2	156	2.18
Trails and trailhead	27.27% 42	16.23% 25	27.92% 43	22.08% 34	6.49% 10	154	2.64
Splashpad	49.35% 76	31.17% 48	11.04% 17	7.14% 11	1.30% 2	154	1.80
Playgrounds	24.84% 38	23.53% 36	24.84% 38	24.18% 37	2.61% 4	153	2.56
Picnic Areas	18.95% 29	37.25% 57	23.53% 36	17.65% 27	2.61% 4	153	2.48
Lawn area(s)	10.97% 17	21.94% 34	27.74% 43	28.39% 44	10.97% 17	155	3.06

Q8 How often do you use the park?

Answered: 160 Skipped: 15



ANSWER CHOICES	RESPONSES	
Every day	7.50%	12
About once a week	41.88%	67
Once a month	10.63%	17
A couple of times a month	15.63%	25
A few times a year	18.13%	29
About once a year	4.38%	7
Never use	1.88%	3
TOTAL		160

Q9 What issues have you encountered in using park facilities?

Answered: 147 Skipped: 28

#	RESPONSES	DATE
1	They don't look like they are cared for often, batting cages are pretty old, Zoo needs a face lift (I know it takes money so perhaps we could brainstorm on fundraisers), safety is an issue as are the homeless folks. Not sure how that is being addressed especially since the Rio Hondo river bank is right next to the park. The bike lane is great but it's also not safe.	2/16/2021 1:06 PM
2	I want the restroom to be more cleaner... thank you 😊	2/16/2021 10:42 AM
3	None	2/12/2021 9:57 PM
4	Litter and vagrants.	2/12/2021 6:31 PM
5	Closed bathrooms.	2/12/2021 4:12 PM
6	Homeless people, closed, old and dirty bathrooms.	2/12/2021 3:02 PM
7	The restrooms are not well maintained. Dirty and do not feel safe using the restroom	2/12/2021 1:04 PM
8	On some days, litter around the back ends (near the trail) is more prevalent.	2/12/2021 11:25 AM
9	Lacks curb appeal. Great park, great sports park but has a hard time being anything but a sports park. Great potential.	2/12/2021 11:18 AM
10	We need more camps for sports not all kids are good at sports or they don’t have a dad to teach them. We miss firework show our city has no free community classes crafts baking like neighbors cities	2/12/2021 10:55 AM
11	Too many softball fields. Other sports like soccer would benefit. Bathrooms are outdated and dirty.	2/12/2021 10:49 AM
12	No issues	2/12/2021 10:47 AM
13	None recently	2/12/2021 10:45 AM
14	Restrooms are dirty	2/12/2021 10:21 AM
15	Trash	2/12/2021 10:16 AM
16	Restrooms	2/12/2021 10:15 AM
17	People smoking cigarettes, cigars, vaping, and marijuana in the park.	2/12/2021 9:59 AM
18	The playground area filled with trash	2/12/2021 9:06 AM
19	Right now during COVID, the biggest issue is that people tend to gravitate toward each other & it makes me uneasy. My son & I try to stay far away from others during our day trips, but people still seem to invade our space. The only other thing that concerns me is that there are usually a few wayward people hanging out watching. Weird.	2/11/2021 10:32 PM
20	bathroom don't feel safe, field are rundown	2/11/2021 10:31 PM
21	Homeless persons, trash	2/11/2021 9:15 PM
22	Dirty and needs yo be more picnic area tables. They are kind too close to each other as well	2/11/2021 7:58 PM
23	The park is an eye sore. It’s dirty, the bathrooms are never clean. The grass is always dead. Outdated, parking lot old with pot holes. Bleachers are old and unsafe.	2/11/2021 7:52 PM
24	Restrooms dirty, outdated buildings, football and baseball field not maintenance, graffiti, wolves	2/11/2021 7:52 PM
25	Zoo not opened.	2/11/2021 6:24 PM
26	Lights at dusk	2/11/2021 5:50 PM
27	dirty all through, gangster around, people drinking alcohol,	2/11/2021 5:44 PM
28	no parking	2/11/2021 5:25 PM
29	Bathrooms dirty sketchy people	2/11/2021 5:11 PM
30	Restrooms are atrocious.	2/11/2021 4:49 PM

31	Bathroom's need more maintenance and upkeeping	2/11/2021 4:35 PM
32	Football	2/11/2021 4:30 PM
33	Needs more lighting and nicer trails and more soccer fields	2/11/2021 4:29 PM
34	None	2/11/2021 4:24 PM
35	None	2/11/2021 4:11 PM
36	None	2/11/2021 3:59 PM
37	Poor bathroom maintenance	2/11/2021 3:59 PM
38	The dirtiness of the restrooms.	2/11/2021 3:57 PM
39	Parking	2/11/2021 3:51 PM
40	homeless	2/11/2021 3:40 PM
41	Poor restrooms. Grass with uneven ground makes it hard to walk on. Need walking path	2/11/2021 3:37 PM
42	the restrooms are not nice -- please update them	2/11/2021 3:37 PM
43	Homeless, outdated amenities	2/11/2021 1:15 PM
44	Dirty restrooms	2/3/2021 4:22 PM
45	Restrooms are closed or in disrepair. Water facets are not maintained. Neglect for facilities, such as graffiti.	2/3/2021 7:52 AM
46	None really at this time with Cov19 ☹	2/2/2021 8:10 PM
47	Lighting and lack of community facilities	2/2/2021 1:35 PM
48	Outdated and dirty bathrooms. Dark areas at night that are unsafe. Excessive number of baseball fields when those areas can be used for other activities (multi-purpose fields, i.e. soccer, football, etc.). Many people take their dogs there but no dedicated fences area for them (i.e. dog park).	2/2/2021 1:08 PM
49	Water park needs clear instructions of operation and times. Cracked sidewalk when using roller skates. Muddy holes. More seating areas	2/2/2021 11:36 AM
50	The noise problem around us is the voice of people with no quality all over the world,	2/1/2021 12:06 PM
51	I've met it before, but the park has solved it	2/1/2021 12:06 PM
52	The fields are not well kept and the bathrooms are not well kept either and very outdated.	2/1/2021 11:40 AM
53	none	2/1/2021 10:20 AM
54	After the rain two days ago, if you go again today, some equipment is still wet.	2/1/2021 8:58 AM
55	Sometimes there will be some crazy people around me, their actions make my children confused, and sometimes I can't answer them.	2/1/2021 8:58 AM
56	Some park facilities are old and need to be upgraded, and some need to be protected, because there are children	2/1/2021 6:36 AM
57	none	1/31/2021 7:37 PM
58	Homeless people, dogs not on leashes	1/31/2021 9:26 AM
59	Cleaner bathrooms would be nice.	1/30/2021 10:09 PM
60	Bathrooms are dirty always, the amenities are not kept up, and seems like no one cares about the park but those that are there daily. If you do make changes, make sure to keep up with them. This park and these kids deserve it	1/30/2021 8:01 PM
61	Restrooms not clean	1/30/2021 3:51 PM
62	Dirty restrooms. Insufficient lighting when the baseball or football season aren't in session. Coyotes. Broken cement.	1/30/2021 8:53 AM

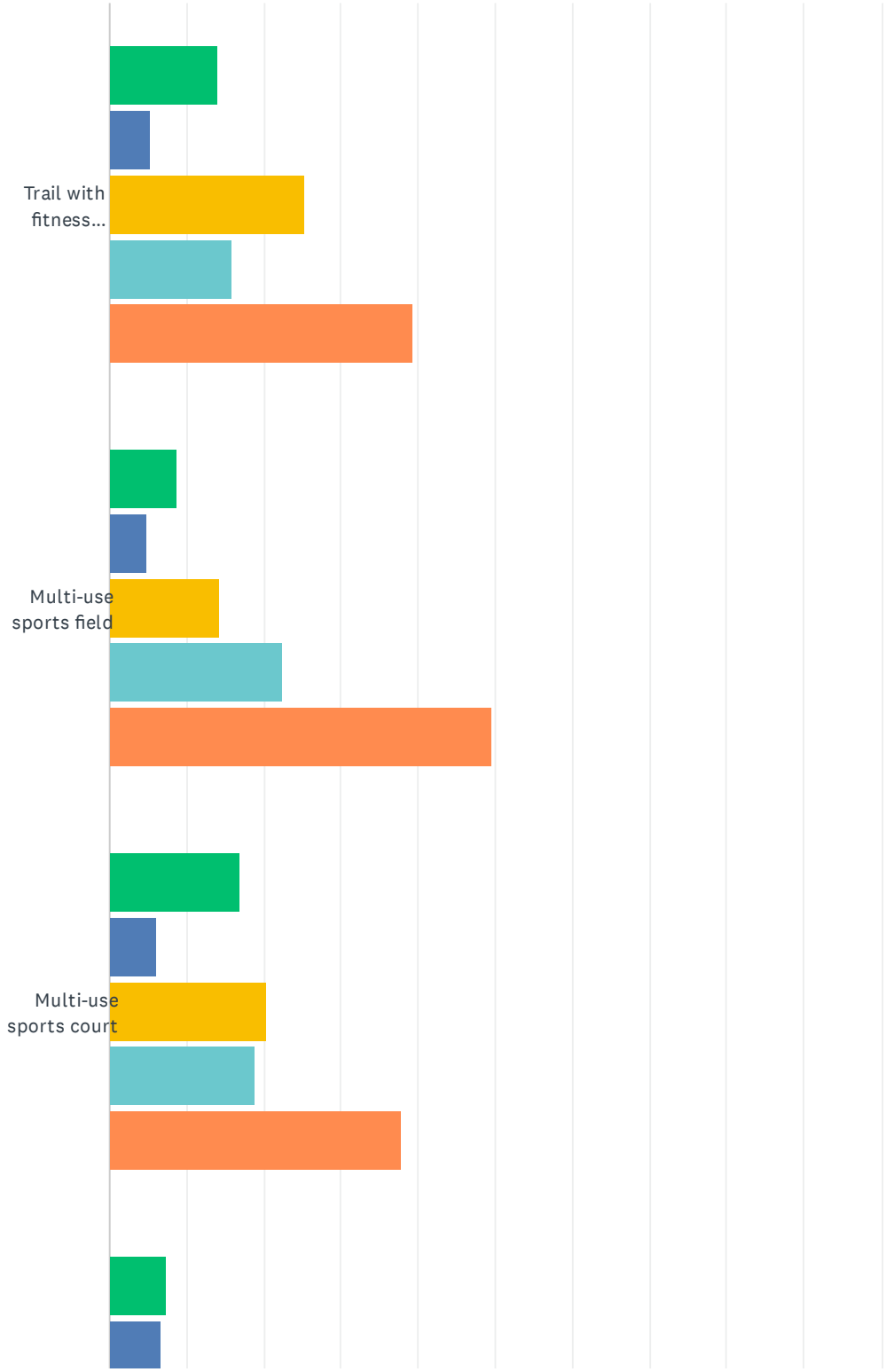
63	None	1/30/2021 7:55 AM
64	Dirty Restrooms	1/30/2021 7:03 AM
65	Homeless. Transients	1/30/2021 6:22 AM
66	The monkey robbed the banana	1/30/2021 5:36 AM
67	You don't get more sunlight	1/30/2021 12:52 AM
68	Make your lawn as large as possible and embrace the sun	1/30/2021 12:46 AM
69	They are all good and satisfactory	1/30/2021 12:39 AM
70	Can the baseball field be closer to where the children play	1/30/2021 12:30 AM
71	The atmosphere of the park's home facilities is less	1/30/2021 12:22 AM
72	There is no	1/30/2021 12:20 AM
73	The indoor activity area is relatively small	1/30/2021 12:14 AM
74	It's dark in some places at night	1/30/2021 12:04 AM
75	The road signs are hard to find	1/29/2021 11:54 PM
76	The facilities of the course are failing.	1/29/2021 11:46 PM
77	All aspects of the facilities are relatively old	1/29/2021 11:38 PM
78	homeless ppl, dirty restroom, picnic area destroyed, graffiti, only baseball fields.	1/29/2021 10:18 PM
79	There is no	1/29/2021 8:39 PM
80	Homeless.	1/29/2021 7:46 PM
81	Restrooms are dark and dirty. Need more lighting in Restrooms. Baseball fields could be modernized dugout on the pony field could be redone.	1/29/2021 7:45 PM
82	Dirty bathrooms	1/29/2021 6:29 PM
83	Lightning, not enough seating, not enough parking, dirty bathrooms	1/29/2021 5:50 PM
84	Not enough field access for girls softball.	1/29/2021 5:33 PM
85	Homeless population	1/29/2021 5:20 PM
86	Trash	1/29/2021 4:51 PM
87	Lots of homeless people in the park at all hours	1/29/2021 4:12 PM
88	Homeless living there and living in the restrooms. Exposing themselves to children. Having RV’s living there. I no longer go for those reasons. Just not safe even during the day.	1/29/2021 4:06 PM
89	None	1/29/2021 2:43 PM
90	Restrooms	1/29/2021 2:35 PM
91	Well defined running path that is cushioned	1/29/2021 1:13 PM
92	Druggys from the riverbed	1/29/2021 9:18 AM
93	The bathrooms are not well-maintained. They are disgusting.	1/29/2021 7:12 AM
94	Restrooms	1/29/2021 12:17 AM
95	Parking	1/28/2021 11:52 PM
96	N/A	1/28/2021 11:04 PM
97	Restrooms are awful. Always dirty. Lots of animal poop everywhere. The park just looks dirty/filthy.	1/28/2021 10:32 PM
98	The bathrooms are not good, the batting cages and baseball fields need updating	1/28/2021 8:34 PM
99	Unaanitized/maintained restrooms at grand rea park	1/28/2021 7:09 PM

100	The baseball fields and bleachers need some updating.	1/28/2021 6:56 PM
101	No clean, graffiti, not enough facilities,	1/28/2021 6:52 PM
102	Unclean bathrooms	1/28/2021 3:46 PM
103	None	1/28/2021 3:18 PM
104	The only issue was the restroom right by the playground. They were always filthy.	1/28/2021 12:28 PM
105	Restrooms not open or water fountains not on. Trash left by people using the park Safety issues with homeless or men gathering at grant Rea Park	1/28/2021 11:58 AM
106	Mist good, restroom maintenance could be better	1/28/2021 11:51 AM
107	0	1/28/2021 11:44 AM
108	The parking lot is really unpaved and lots of loose gravel	1/28/2021 11:19 AM
109	Playground equipment is not well maintained. Restrooms are disgusting. To dark and not enough lighting in late afternoon or susnset.	1/28/2021 10:50 AM
110	The bathrooms need to be updated and cleaned more often	1/28/2021 10:05 AM
111	Playgrounds are awful.	1/28/2021 9:46 AM
112	Sus people hanging around once it gets closer to the evening.	1/28/2021 9:10 AM
113	Nothing outrageous	1/28/2021 8:50 AM
114	Potrero Park at night has suspicious individuals	1/28/2021 8:40 AM
115	Poor lighting, unsanitary, height of stalls are too small. The snack bars are usually closed.	1/28/2021 8:14 AM
116	it seems dirty and ran down. I could use a refresher. as well as more patrols because people are doing drugs on the benches towards the back. The trail doesn't feel as safe as they should.	1/28/2021 8:14 AM
117	None	1/28/2021 8:10 AM
118	Dirty restrooms	1/28/2021 7:26 AM
119	Cleanliness and quality of equipment is an issue at times, especially at Ashiya Park.	1/27/2021 9:30 PM
120	None at all.	1/27/2021 10:16 AM
121	Cleanliness	1/27/2021 10:13 AM
122	Restroom not clean. Not enough playground equipment & picnic benches & tables in shaded areas for picnicking.	1/27/2021 9:09 AM
123	None	1/27/2021 4:58 AM
124	It needs a tennis court. The water playground is way high. The picnic area is dirty.	1/27/2021 1:08 AM
125	The restrooms are super gross. They need to be updated like smith parks.	1/26/2021 11:57 PM
126	Very little parking available.	1/26/2021 10:24 PM
127	The lock down. But no toilet paper in the bathrooms.	1/26/2021 10:00 PM
128	Nothing to mention	1/26/2021 6:25 PM
129	Restrooms are too far from the baseball fields that are located near the batting cages	1/26/2021 4:52 PM
130	Lighting in the lawn areas is scarce and the walkways have a lot of cracks/lifts.	1/26/2021 3:45 PM
131	The Rivas brothers ran a horrible football program. Poor maintenance and quality of the pavement and overall facilities.	1/26/2021 3:32 PM
132	Coyote problems since it is right next to River bed,also restrooms can be a bit more maintained.	1/26/2021 2:37 PM
133	Public drinking during the day. Open containers.	1/26/2021 2:01 PM

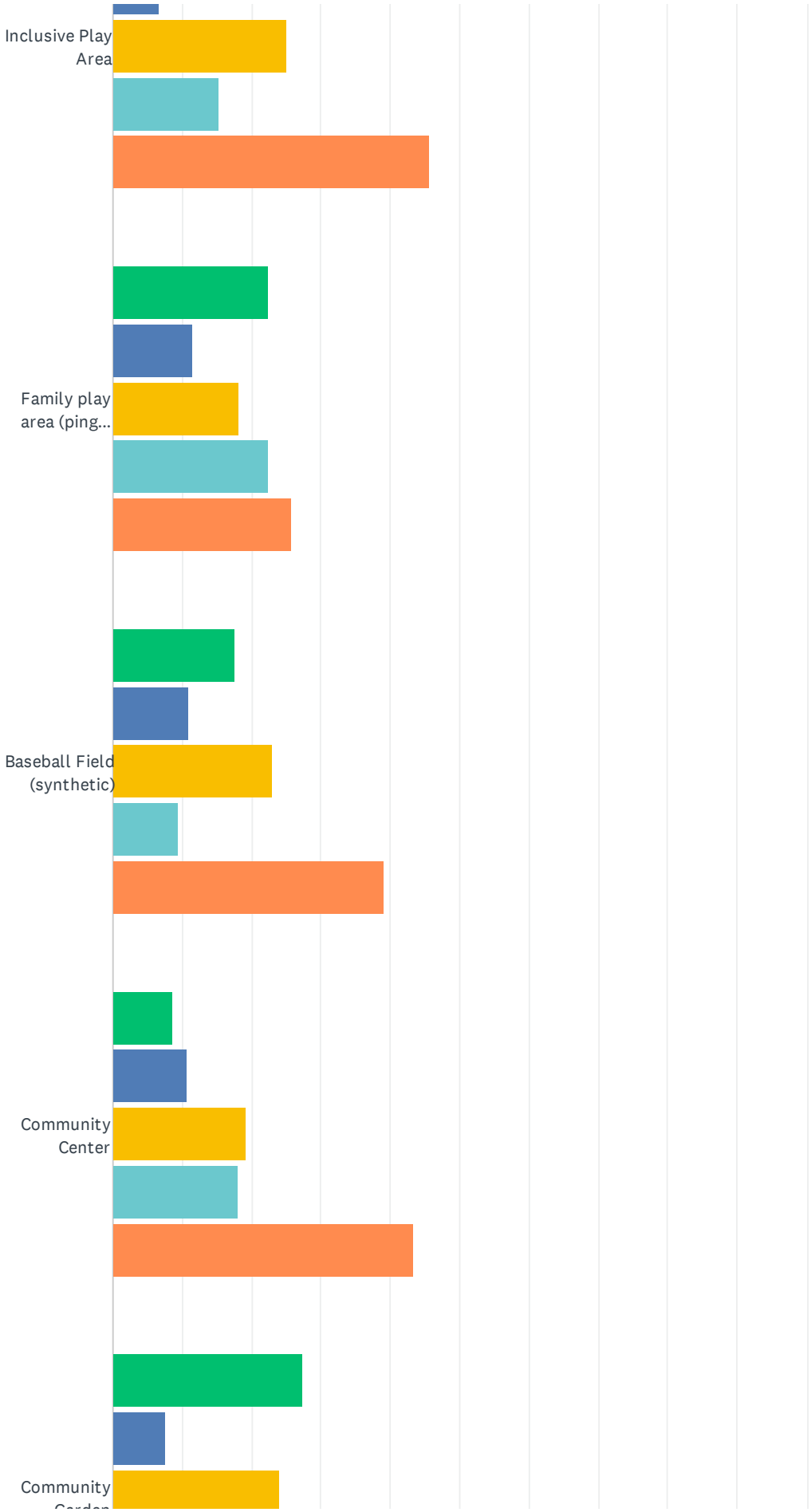
134	To many transits around. Not safe for the kids. Facities are quit dirty the last few visits. No lighting.	1/26/2021 1:13 PM
135	The bathroom	1/26/2021 12:58 PM
136	Just due to covid, we don't feel safe.	1/26/2021 12:50 PM
137	Dirty Restrooms and no water fountains	1/26/2021 12:42 PM
138	Very outdated.	1/26/2021 11:55 AM
139	Restrooms not working properly	1/26/2021 11:46 AM
140	Homeless and junkies	1/26/2021 11:42 AM
141	Dirty bathrooms and no lights for the baseball field in the hole nor bleachers	1/26/2021 11:24 AM
142	Broken restrooms dirty restrooms in stocked restrooms kids smoking weed by the playground	1/26/2021 11:24 AM
143	There are many transients, barnyard zoo needs updating, not enough security	1/26/2021 11:03 AM
144	Doesn’t have a soccer field or nice trails to walk	1/26/2021 10:49 AM
145	Bathrooms are another in the best shape	1/26/2021 10:43 AM
146	The restrooms are rarely clean or have soap	1/26/2021 10:27 AM
147	No issues so far	1/26/2021 10:24 AM

Q10 Specific Park AmenitiesPlease tell us your priority for including the following potential park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

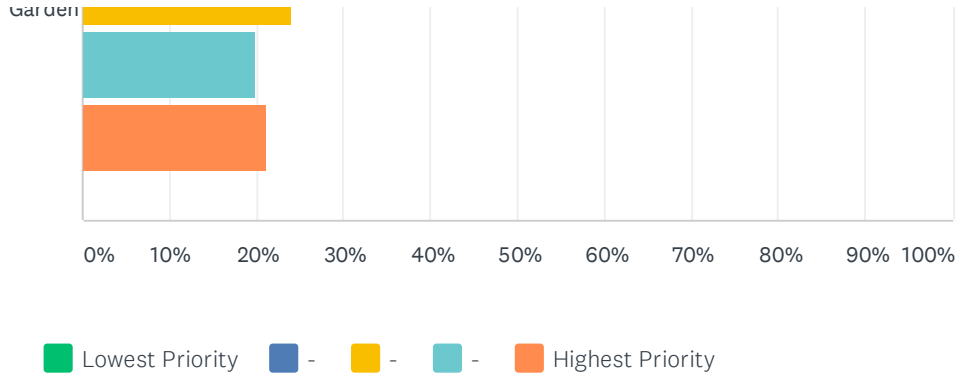
Answered: 153 Skipped: 22



Grant Rea Park Specific Plan Survey



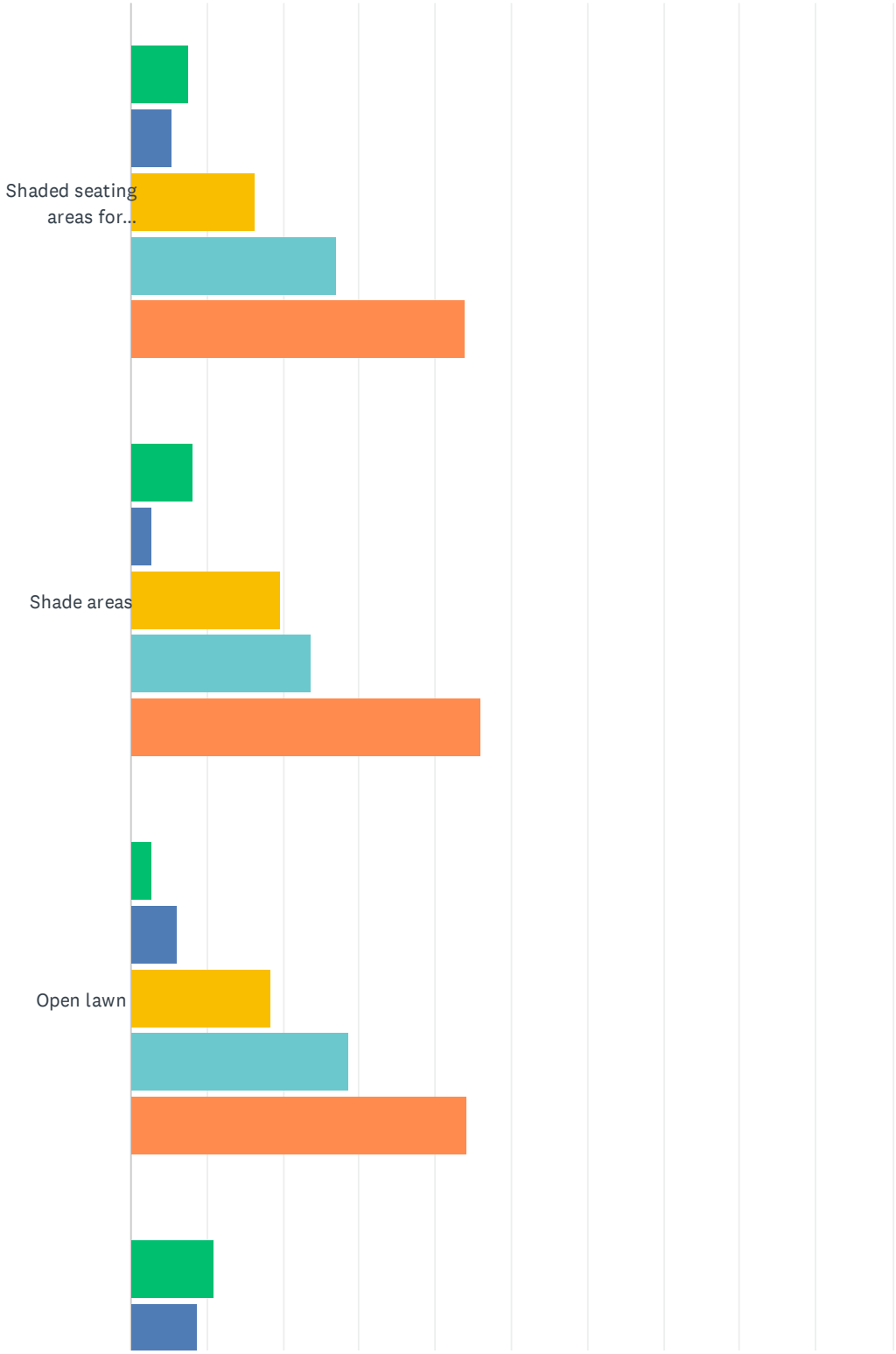
Grant Rea Park Specific Plan Survey



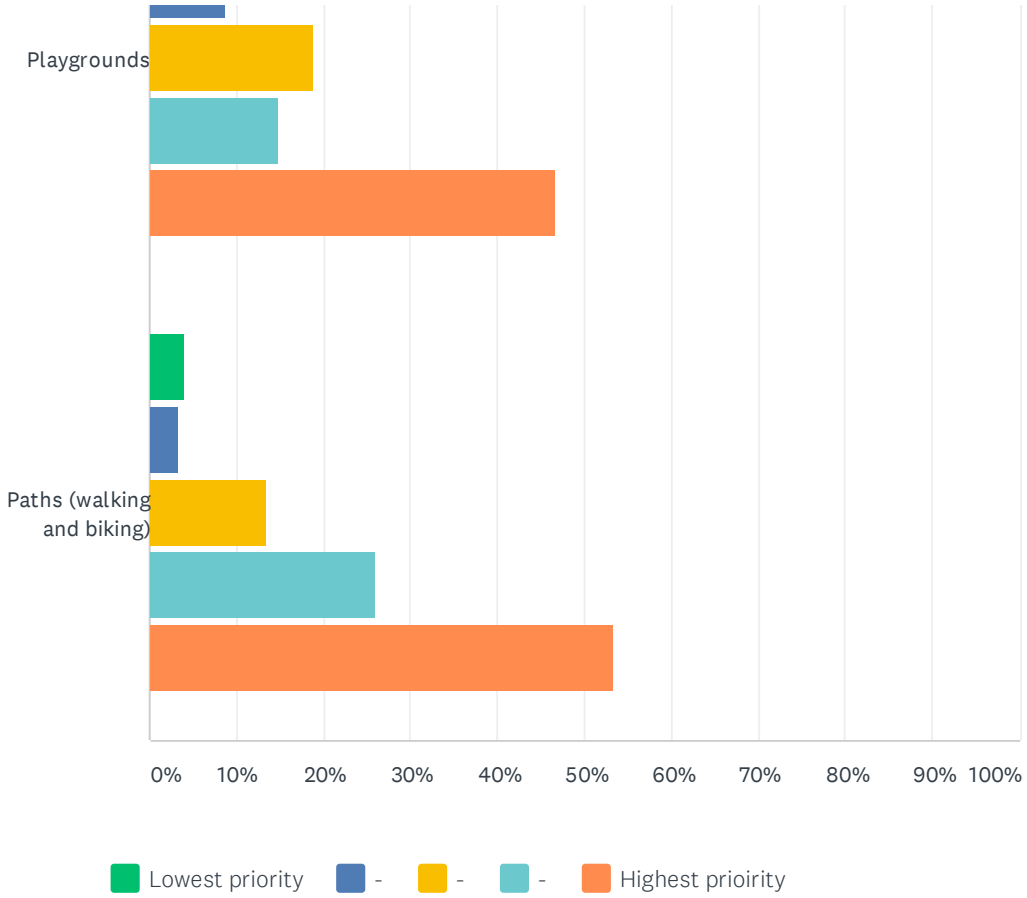
	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Trail with fitness equipment	14.00% 21	5.33% 8	25.33% 38	16.00% 24	39.33% 59	150	3.61
 Multi-use sports field	8.84% 13	4.76% 7	14.29% 21	22.45% 33	49.66% 73	147	3.99
 Multi-use sports court	16.89% 25	6.08% 9	20.27% 30	18.92% 28	37.84% 56	148	3.55
 Inclusive Play Area	7.28% 11	6.62% 10	25.17% 38	15.23% 23	45.70% 69	151	3.85
 Family play area (ping pong, corn hole, etc.)	22.30% 33	11.49% 17	18.24% 27	22.30% 33	25.68% 38	148	3.18
 Baseball Field (synthetic)	17.57% 26	10.81% 16	22.97% 34	9.46% 14	39.19% 58	148	3.42
 Community Center	8.67% 13	10.67% 16	19.33% 29	18.00% 27	43.33% 65	150	3.77
 Community Garden	27.40% 40	7.53% 11	23.97% 35	19.86% 29	21.23% 31	146	3.00

Q11 New Park Amenities:Please tell us your priority for updating the following general park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 151 Skipped: 24



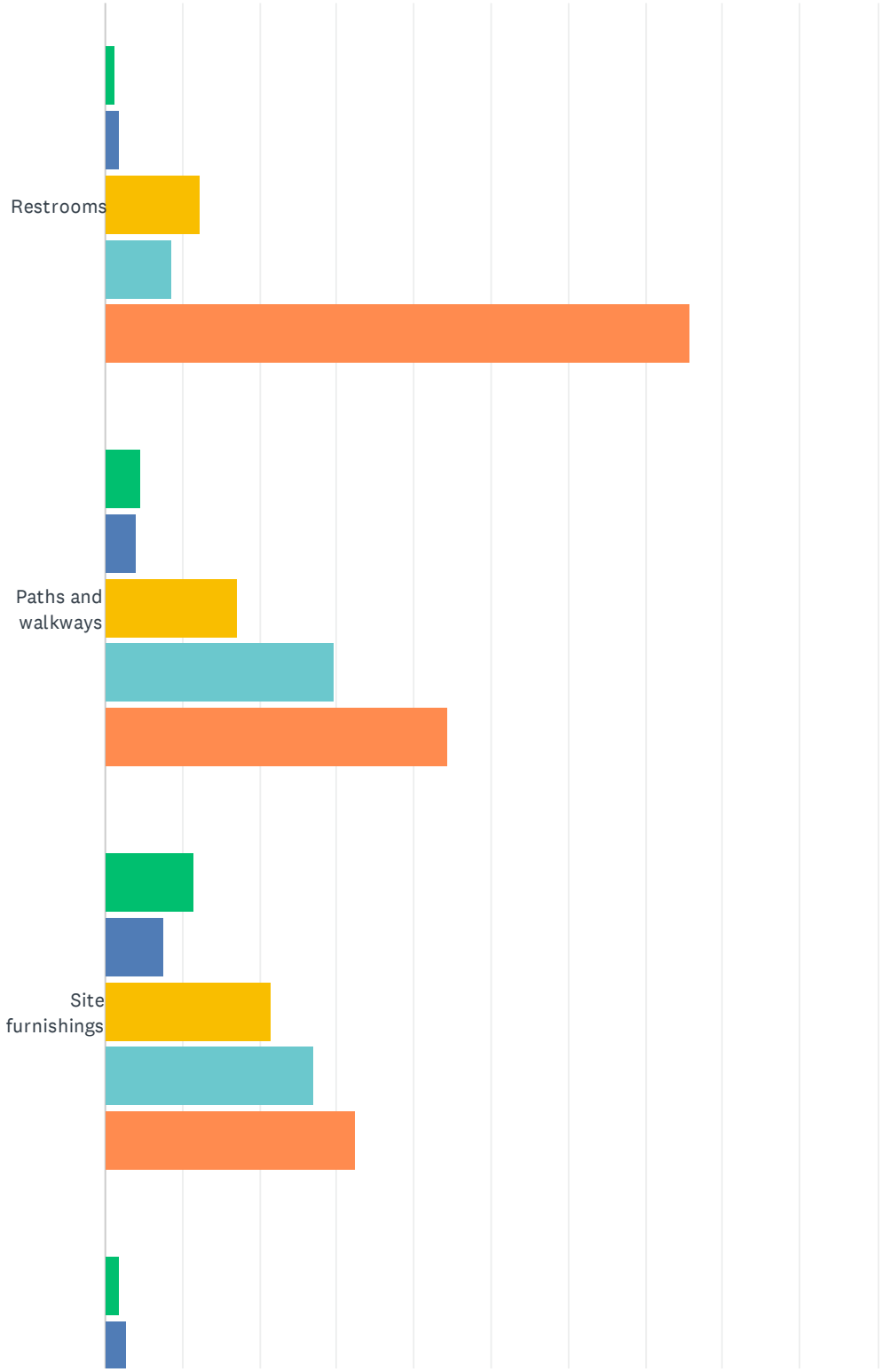
Grant Rea Park Specific Plan Survey

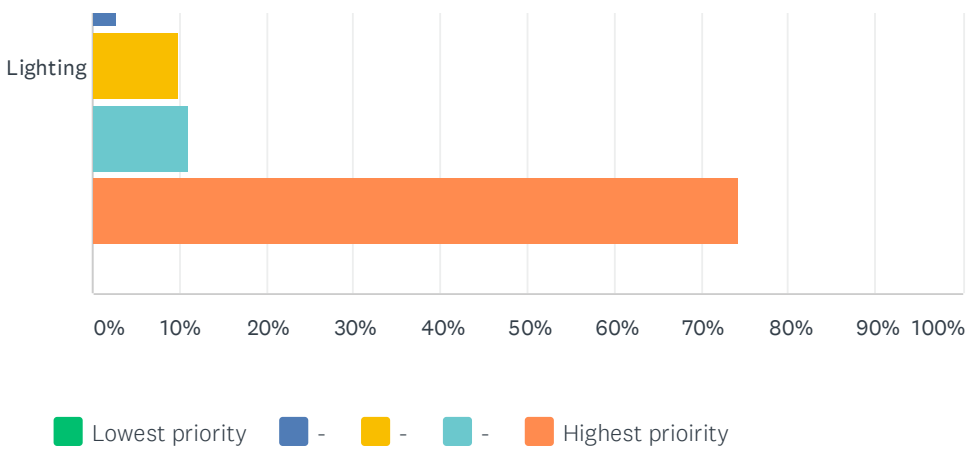


	LOWEST PRIORITY	-	-	-	HIGHEST PRIOIRITY	TOTAL	WEIGHTED AVERAGE
 Shaded seating areas for social gatherings	7.43% 11	5.41% 8	16.22% 24	27.03% 40	43.92% 65	148	3.95
 Shade areas	8.11% 12	2.70% 4	19.59% 29	23.65% 35	45.95% 68	148	3.97
 Open lawn	2.72% 4	6.12% 9	18.37% 27	28.57% 42	44.22% 65	147	4.05
 Playgrounds	10.81% 16	8.78% 13	18.92% 28	14.86% 22	46.62% 69	148	3.78
 Paths (walking and biking)	4.00% 6	3.33% 5	13.33% 20	26.00% 39	53.33% 80	150	4.21

Q12 Improved Park Amenities:Please tell us your priority for updating the following general park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 153 Skipped: 22





	LOWEST PRIORITY	-	-	-	HIGHEST PRIOIRITY	TOTAL	WEIGHTED AVERAGE
 Restrooms	1.31% 2	1.96% 3	12.42% 19	8.50% 13	75.82% 116	153	4.56
 Paths and walkways	4.64% 7	3.97% 6	17.22% 26	29.80% 45	44.37% 67	151	4.05
 Site furnishings	11.49% 17	7.43% 11	21.62% 32	27.03% 40	32.43% 48	148	3.61
 Lighting	1.97% 3	2.63% 4	9.87% 15	11.18% 17	74.34% 113	152	4.53

Q13 Do you have any thoughts or feedback on the site plans shown above?Your computer may be able to zoom in on this plan atOption 1: https://i.imgur.com/ezfKB0m.jpgOption 2: https://i.imgur.com/OwgGJwy.jpg

Answered: 84 Skipped: 91

#	RESPONSES	DATE
1	Just by reviewing it, seems like option 2 addresses more of what I think the community needs and what I'd like to see, especially like that you include a Dog park!	2/16/2021 1:10 PM
2	I would love the 2 option... it's a great plan to do something for the community... thank you so much in advance ❤	2/16/2021 10:47 AM
3	1	2/12/2021 10:01 PM
4	Option 2 is preferable. I don't like that we'd have to lose a baseball field, but I think the things we do get outweigh what we lose.	2/12/2021 4:18 PM
5	Need more softball fields	2/12/2021 3:05 PM
6	Personally love the layout of Option 2! I'd be interested in seeing if more pathways could be included. Or more disability accessible areas.	2/12/2021 11:28 AM
7	All our parks are in great need every city around us has better everything we don't. South central has better activities	2/12/2021 10:58 AM
8	Dog park is essential for a community. Same with multi purpose fields.	2/12/2021 10:53 AM
9	Improvements are needed	2/12/2021 10:48 AM
10	Both look like amazing plans, however, my family and I prefer option 2. After reviewing both plans thoroughly, I do not feel that the community garden will benefit the community. Who will maintain the garden and allow it to remain looking fruitful? I feel that community members will continue to pick from the garden leaving it bare, wilted and deserted. I have seen this happen often with the gardens at local school sites within the Montebello Unified School District. Many funds were spent on these gardens (from maintenance, purchases of soil, fruits, vegetables, etc.) and eventually failed, resulting in neglected-empty crates. Instead of having a community garden, please consider a basket ball court for the younger "adolescent" children and a separate court for the adults. Thank you.	2/12/2021 10:26 AM
11	Option 2 looks really good! I like the addition of the dog park. Great idea! However, I think you should add a walking path. We all need to get a little more exercise & I would really like to walk locally rather than going to another park with clearly marked paths. Other than that, it really looks great & I can't wait to see the upgrades.	2/12/2021 8:35 AM
12	ok	2/11/2021 10:36 PM
13	I would like the animal farm to remain.	2/11/2021 9:19 PM
14	1	2/11/2021 8:07 PM
15	Prefer option 1	2/11/2021 5:56 PM
16	Option 1 looks best	2/11/2021 4:34 PM
17	No	2/11/2021 4:27 PM
18	No	2/11/2021 4:12 PM
19	Would love dog park!	2/11/2021 4:01 PM
20	I prefer option 1	2/11/2021 4:01 PM
21	I love option 2	2/11/2021 1:17 PM
22	What about the upper area? The girls pony tail field. Is that not going to be upgraded? Also I dont see paved walking trails.	2/3/2021 4:30 PM

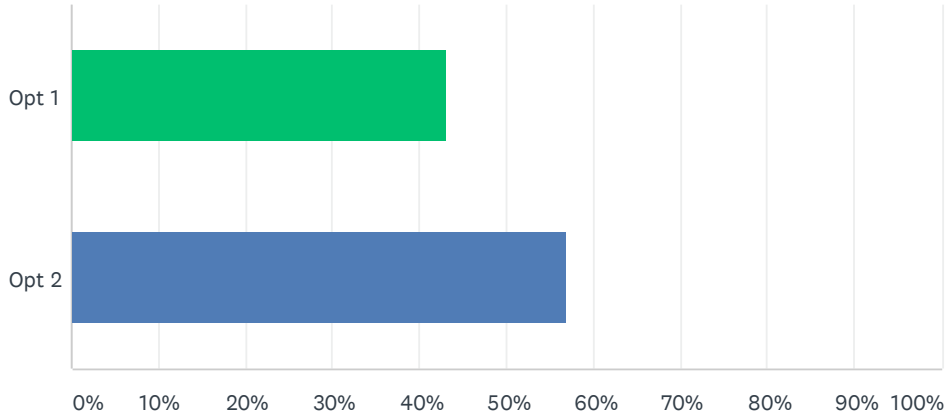
23	I would hope that park maintenance is factored into the plan. More baseball fields needed to accommodate the youth sports from parks and rec.	2/3/2021 8:00 AM
24	Congrats on really addressing all needs of our community in Option 2. It looks amazing. I can see it as a signature of our community. Perhaps my only feedback would be to ensure the multi-purpose field to include both the full-size soccer field and the the	2/2/2021 1:27 PM
25	Love option 2. A dog Park in Montebello would be amazing and I like the layout of the fields and playgrounds. Would a walking trail around the park be able to be added?	2/2/2021 11:43 AM
26	To tell you the truth, there is little difference between the two pictures, but if you follow the second picture, it will be more detailed.	2/1/2021 12:11 PM
27	The design of the second picture may be clearer, which can show the serious attitude. The first picture is like the weather of haze or sandstorm, which is a bit terrible.	2/1/2021 12:11 PM
28	I prefer option 2 .... dog park !!!	2/1/2021 10:22 AM
29	I think the idea of option one is more exciting, which will make the activity space more comfortable	2/1/2021 9:05 AM
30	I prefer the second one	2/1/2021 6:47 AM
31	No	1/31/2021 7:42 PM
32	This park needs basketball court(s) and I truly hope the plan to add new/multi-use sport courts will include that. Plan one includes several soccer fields, which I like but some of them are shared with baseball fields. This park is overran by baseball year round and I doubt they will share the field with soccer. This is going to be a problem. What about a skate park? This can go in place of the batting cages and zoo.	1/31/2021 9:53 AM
33	This park is the place our kids play baseball. You are taking baseball fields from our kids. You will be hurting our kids with less fields for them. You can do a dog park and soccer field somewhere else maybe mi te Elo park or Acuna park. You are taking away the open space. Park will look too crowded and we need more parking. What is a solution for parking it's already bad with k Ku having baseball now that you want to add more to the park we will need a parking structure or something. Let's really look into what our children need	1/31/2021 12:41 AM
34	Looks great	1/30/2021 10:11 PM
35	So basically the plan is to make it a soccer field ?	1/30/2021 8:05 PM
36	Option 2 is preferred	1/30/2021 3:55 PM
37	For either option, baseball/softball need fencing for the outfield. Some form of fencing is required, semi permanent definitely required.	1/30/2021 9:05 AM
38	Volleyball court with sand as court surface	1/30/2021 8:04 AM
39	No	1/30/2021 7:05 AM
40	How many baskets are there on the basketball court	1/30/2021 5:39 AM
41	Try to get as wide a view as possible	1/30/2021 12:56 AM
42	Try to rearrange the green lawn as much as possible	1/30/2021 12:50 AM
43	The second place not to play with the children will be more	1/30/2021 12:43 AM
44	Good. Good.	1/30/2021 12:37 AM
45	I wish I could consider building more walking paths	1/30/2021 12:25 AM
46	The second picture is not much and there are places for family meetings	1/30/2021 12:18 AM
47	The second one is nice and has a gym	1/30/2021 12:11 AM
48	Activity rooms are a must	1/30/2021 12:01 AM
49	The course facilities can be updated	1/29/2021 11:49 PM
50	The facilities should be updated	1/29/2021 11:42 PM

51	LOVE NUMBER 1	1/29/2021 10:19 PM
52	No, very good.	1/29/2021 8:43 PM
53	NA	1/29/2021 7:54 PM
54	I feel option two is more inclusive for the community	1/29/2021 5:55 PM
55	Option- how many fields will be exclusively used for girls softball. ?	1/29/2021 5:37 PM
56	Option 1	1/29/2021 5:23 PM
57	Both plans missing walking trails with lots of trees and plants. Montebello lacks a serene and safe trail/walking paths that provide a feel of quiet outdoor away from traffic and noise.	1/29/2021 4:57 PM
58	1	1/29/2021 2:45 PM
59	Option 2 is preferred between the two	1/29/2021 2:28 PM
60	A cushioned running path is important to me more than it's attenede use, but it also makes people explore all ends of the park which is also good for safety. Almansor Park in Alhambra is an excellent park as a reference.	1/29/2021 1:18 PM
61	Option seems nice.	1/28/2021 11:08 PM
62	No dog park. People are very irresponsible. The less benches and seats there are the better. We have too many homeless people and people just wanting to hang out using the benches and picnic areas. People can't even enjoy these areas because people camp/squat in these locations.	1/28/2021 10:40 PM
63	I prefer option 2- a dog park would be great! In addition, I think a skate park for teens would be awesome!	1/28/2021 8:37 PM
64	None	1/28/2021 7:12 PM
65	I would love it to be able to have baseball facilities to use year round instead of sharing with football who are not good at sharing.	1/28/2021 6:57 PM
66	We need more baseball fields. We need atleast 6 fields. Our youth is playing baseball in pico rivera due to lack of baseball fields.	1/28/2021 11:54 AM
67	I'd like to see more baseball fields instead of soccer fields. Baseball has been a part of this park and city for over 40 years. It would be nice to see more of these fields. You can host several entry fee tournaments to increase revenue and bring people to montebello. The baseball facilities are terrible nowadays and not maintained properly and most parents are now taking their kids to other parks out of the city. What happens to the upper softball field? Neither option show anything being done	1/28/2021 11:09 AM
68	The kids want a better playground and splash pad. The splash pad needs so much. I hate driving to other parks outside my city for better playgrounds and splash pads	1/28/2021 9:50 AM
69	Whatever allows the most for all age groups	1/28/2021 8:54 AM
70	Option two would be great because we need a place that montebello can hang out at that doesn’t fully revolve around sports. trails, dog parks, skate park. a field or two is fine but not the entire park. where are we supposed to go?	1/28/2021 8:19 AM
71	Option 2 is taking away a diamond. We're already short on fields. I wouldn't recommend that. Why can't the Indians play at one of the local high schools?	1/27/2021 10:22 AM
72	The options that were shown are very good to improve to have better parks.	1/27/2021 10:20 AM
73	Would love option one	1/27/2021 5:01 AM
74	Option 2 is better	1/27/2021 1:14 AM
75	I prefer Option 2	1/26/2021 10:28 PM
76	Don't think the multi court field is necessary. The park has a great baseball program why change that? There are other city parks that can handle the multi court field.	1/26/2021 10:13 PM
77	I would like to have bleachers available for the big soccer field	1/26/2021 6:32 PM

78	I like option 2, but think another field would be useful to include.	1/26/2021 3:50 PM
79	No additional feedback.	1/26/2021 3:38 PM
80	Option 1 has better access for pedestrian walk and handicap access to the fields. Plus it is more organized where not anyone can crowd the field or prestarían walk through it. Option 2 will make it more difficult for someone who is disabled to get around the park just to get to the other side.	1/26/2021 2:45 PM
81	The Zoo needs to be a big part of the park. Its part of Montebello.	1/26/2021 1:16 PM
82	plan 2 is my preference.	1/26/2021 11:58 AM
83	Like to see some stadium lights, and perhaps some bleachers to view the competitions, however stadium light more of a priority. Would like to have the option of turf grass for the soccer field	1/26/2021 11:03 AM
84	None	1/26/2021 10:25 AM

Q14 Out of the two optional vignettes, which do you prefer?

Answered: 137 Skipped: 38



ANSWER CHOICES	RESPONSES	
Opt 1	43.07%	59
Opt 2	56.93%	78
TOTAL		137

Q15 Thank you for taking the time to fill out the survey. To find out more about the overall project, please visit the project website at: https://arcg.is/0yeqOaPlease fill in your email to be entered into the raffle for a $50 Amazon gift card:

Answered: 117 Skipped: 58

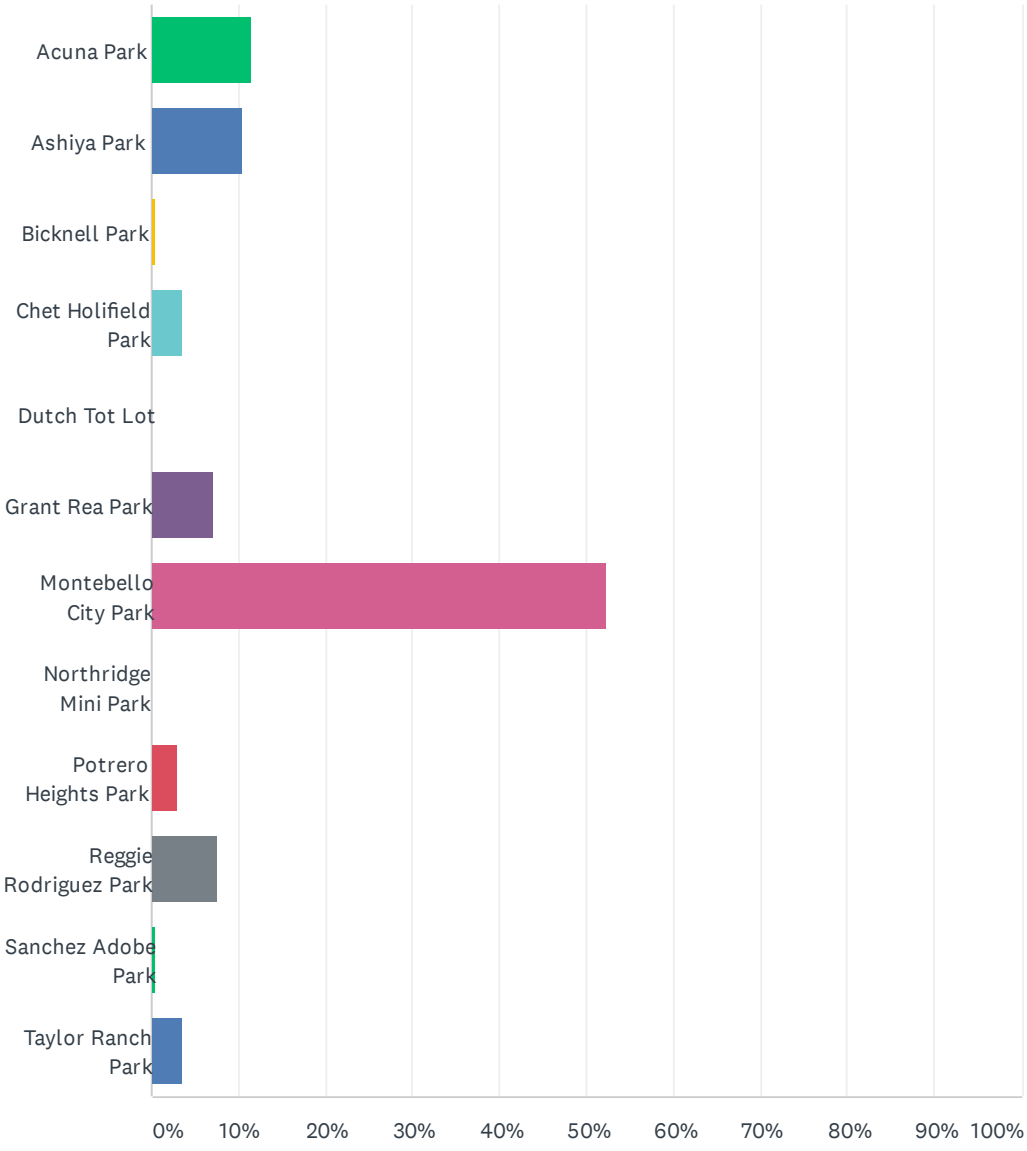
Q1 What is your zipcode?

Answered: 195 Skipped: 4



Q2 Which park do you live the closest to?

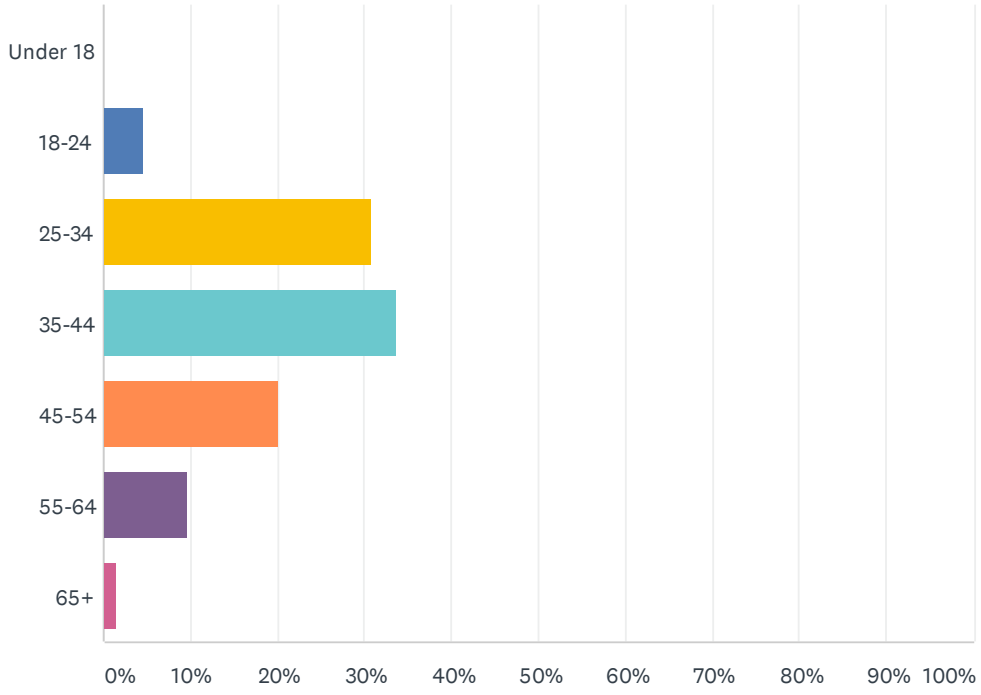
Answered: 199 Skipped: 0



ANSWER CHOICES	RESPONSES	
Acuna Park	11.56%	23
Ashiya Park	10.55%	21
Bicknell Park	0.50%	1
Chet Holifield Park	3.52%	7
Dutch Tot Lot	0.00%	0
Grant Rea Park	7.04%	14
Montebello City Park	52.26%	104
Northridge Mini Park	0.00%	0
Potrero Heights Park	3.02%	6
Reggie Rodriguez Park	7.54%	15
Sanchez Adobe Park	0.50%	1
Taylor Ranch Park	3.52%	7
TOTAL		199

Q3 Please select your age

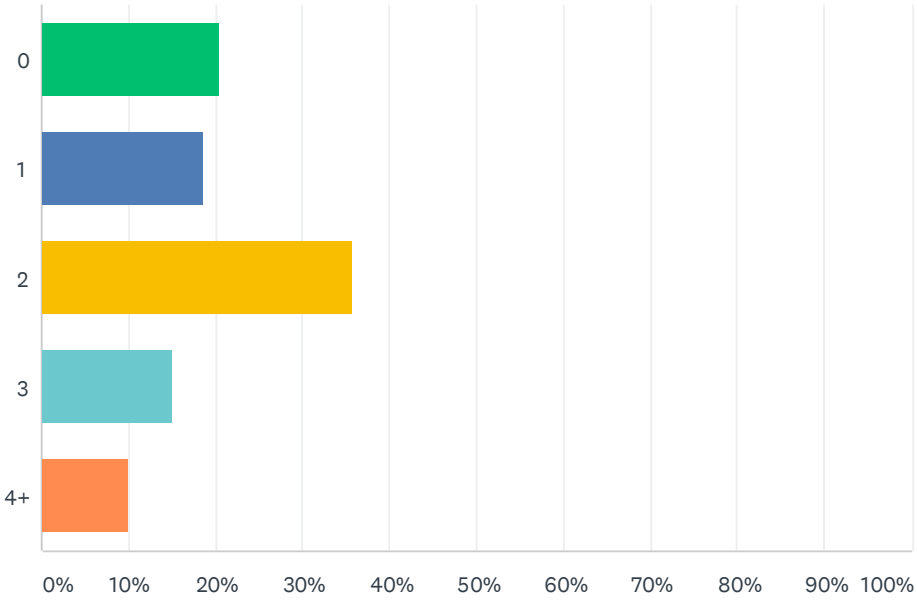
Answered: 199 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
18-24	4.52%	9
25-34	30.65%	61
35-44	33.67%	67
45-54	20.10%	40
55-64	9.55%	19
65+	1.51%	3
TOTAL		199

Q4 How many kids are in your household?

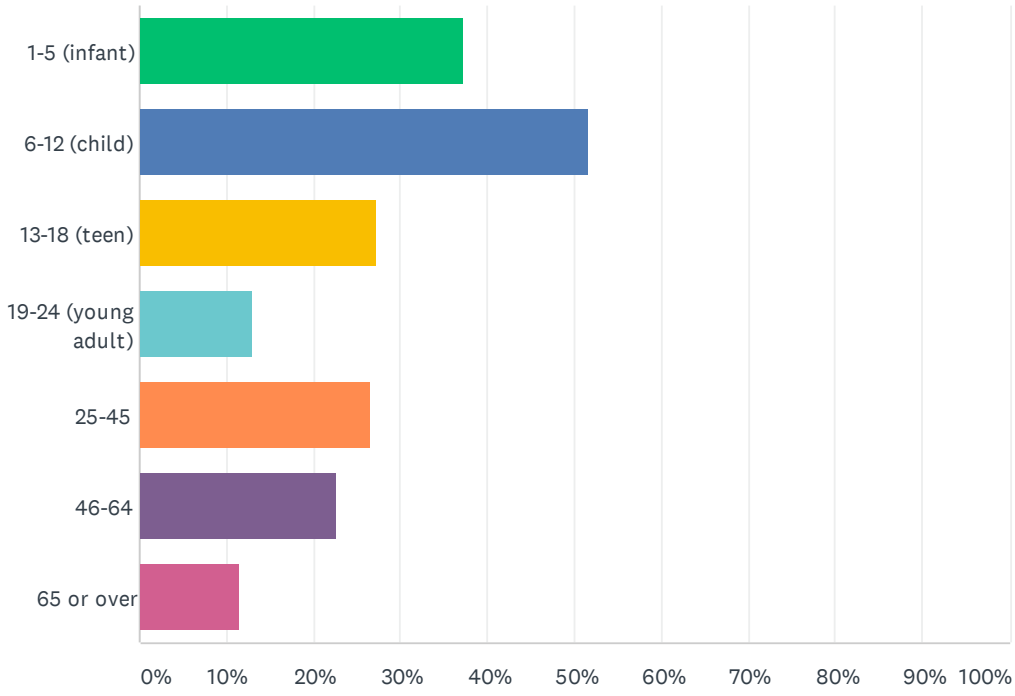
Answered: 199 Skipped: 0



ANSWER CHOICES	RESPONSES	
0	20.60%	41
1	18.59%	37
2	35.68%	71
3	15.08%	30
4+	10.05%	20
TOTAL		199

Q5 What are the ages of the individuals within your household whovisit city parks or recreation facilities? (check all that apply)

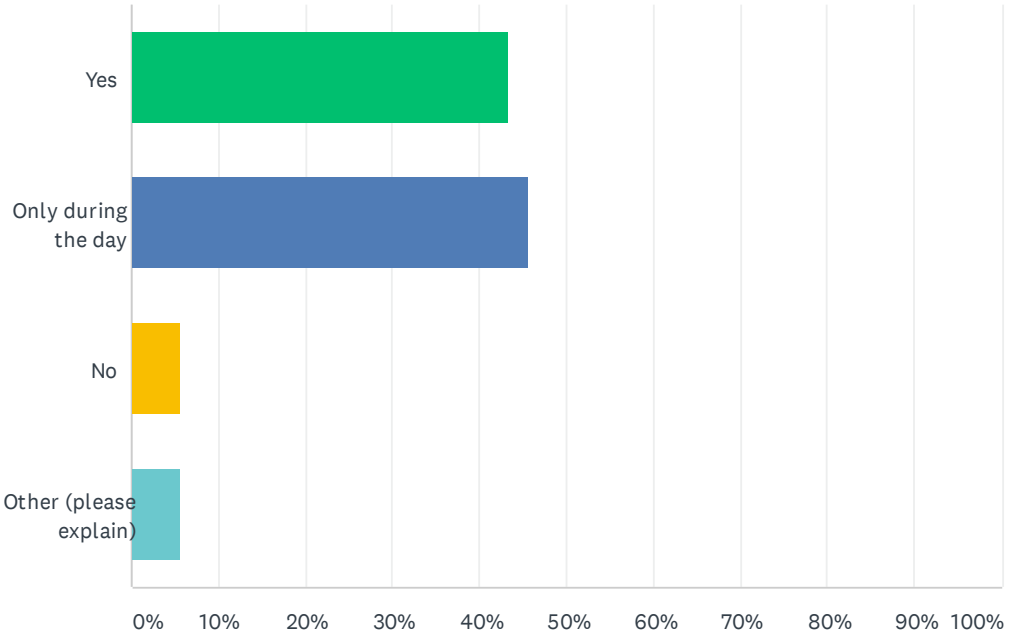
Answered: 199 Skipped: 0



ANSWER CHOICES	RESPONSES	
1-5 (infant)	37.19%	74
6-12 (child)	51.76%	103
13-18 (teen)	27.14%	54
19-24 (young adult)	13.07%	26
25-45	26.63%	53
46-64	22.61%	45
65 or over	11.56%	23
Total Respondents: 199		

Q6 Do you feel safe visiting the park?

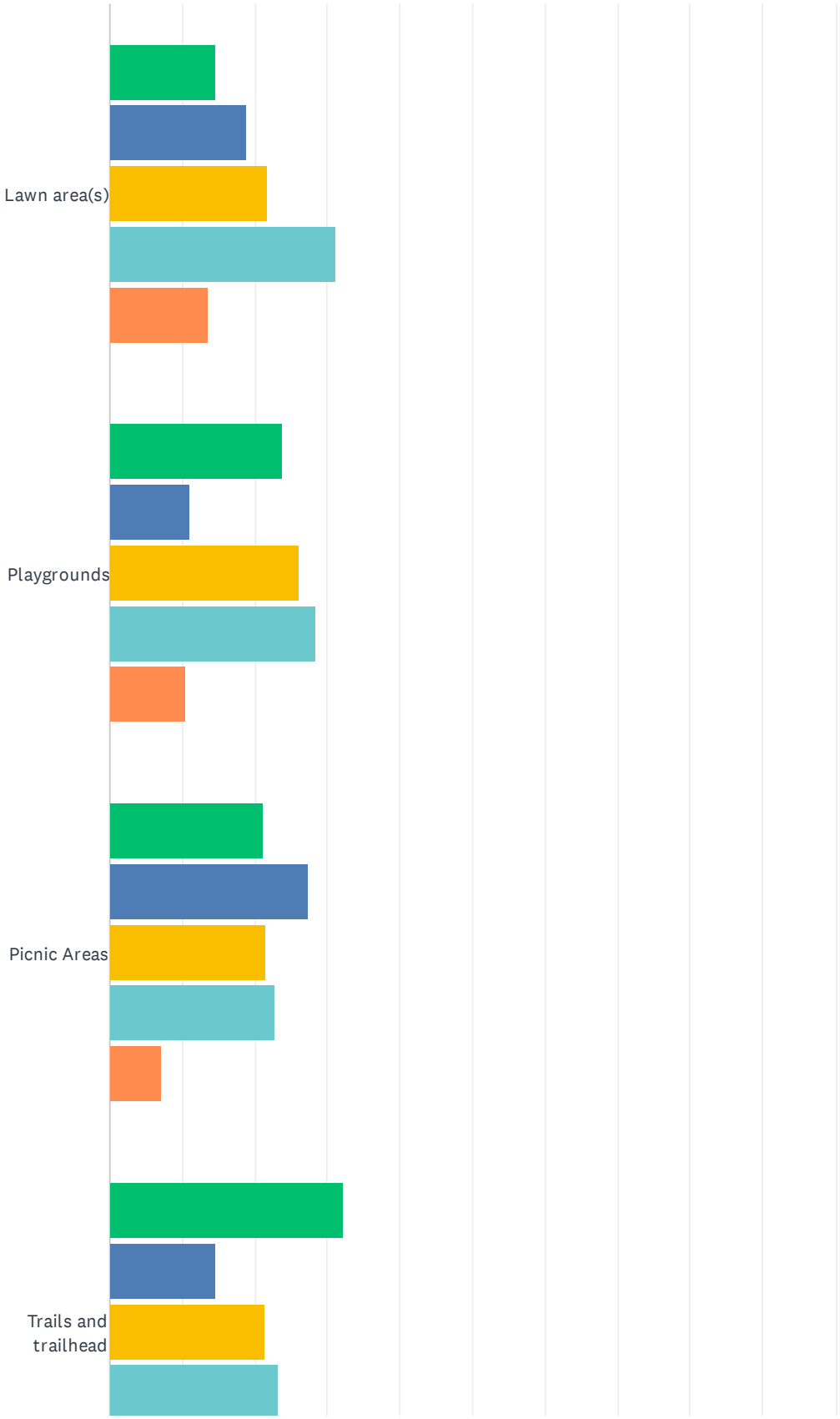
Answered: 180 Skipped: 19



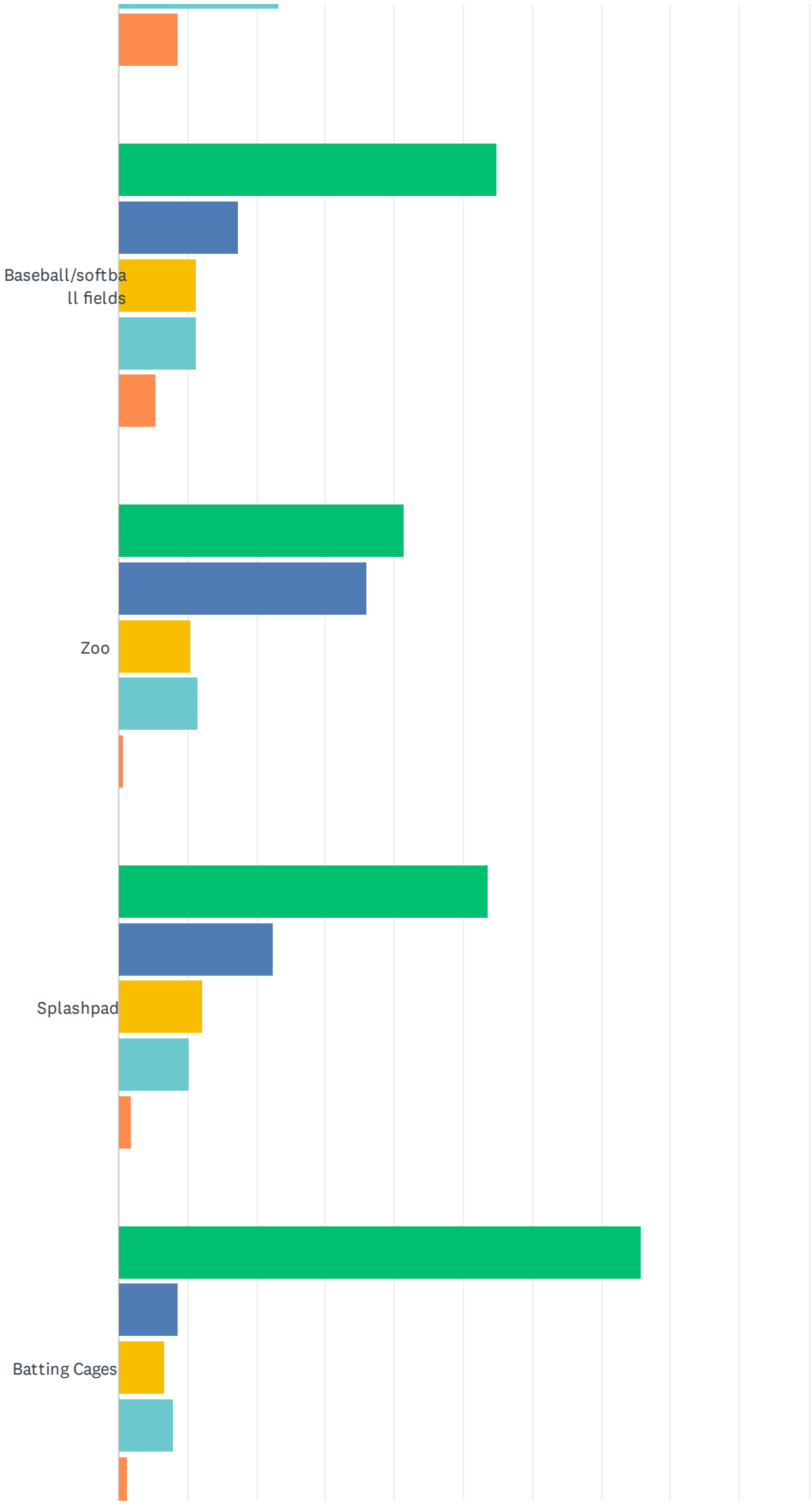
ANSWER CHOICES	RESPONSES	
Yes	43.33%	78
Only during the day	45.56%	82
No	5.56%	10
Other (please explain)	5.56%	10
TOTAL		180

Q7 What areas do you and/or your family use the most?

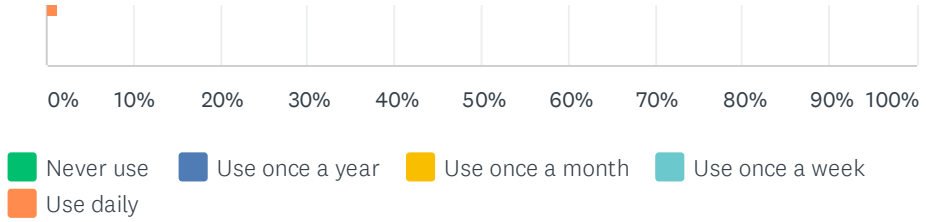
Answered: 179 Skipped: 20



Montebello City Park Specific Plan Survey



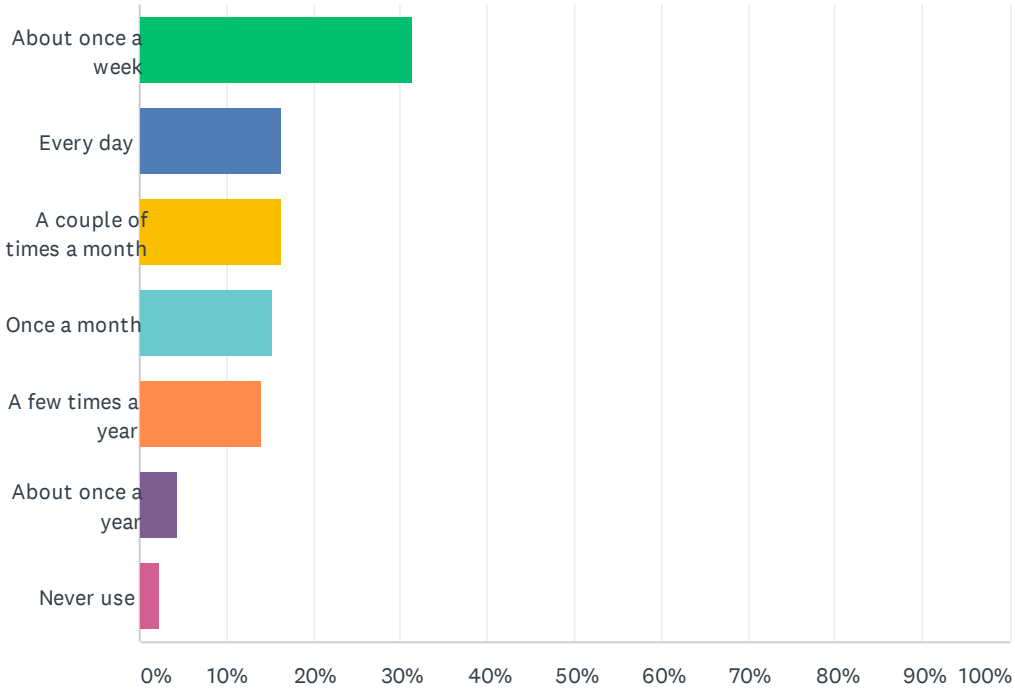
Montebello City Park Specific Plan Survey



	NEVER USE	USE ONCE A YEAR	USE ONCE A MONTH	USE ONCE A WEEK	USE DAILY	TOTAL	WEIGHTED AVERAGE
Lawn area(s)	14.71% 25	18.82% 32	21.76% 37	31.18% 53	13.53% 23	170	3.10
Playgrounds	23.84% 41	11.05% 19	26.16% 45	28.49% 49	10.47% 18	172	2.91
Picnic Areas	21.05% 36	27.49% 47	21.64% 37	22.81% 39	7.02% 12	171	2.67
Trails and trailhead	32.32% 53	14.63% 24	21.34% 35	23.17% 38	8.54% 14	164	2.61
Baseball/softball fields	54.76% 92	17.26% 29	11.31% 19	11.31% 19	5.36% 9	168	1.95
Zoo	41.46% 68	35.98% 59	10.37% 17	11.59% 19	0.61% 1	164	1.94
Splashpad	53.50% 84	22.29% 35	12.10% 19	10.19% 16	1.91% 3	157	1.85
Batting Cages	75.76% 125	8.48% 14	6.67% 11	7.88% 13	1.21% 2	165	1.50

Q8 How often do you use the park?

Answered: 178 Skipped: 21



ANSWER CHOICES	RESPONSES	
About once a week	31.46%	56
Every day	16.29%	29
A couple of times a month	16.29%	29
Once a month	15.17%	27
A few times a year	14.04%	25
About once a year	4.49%	8
Never use	2.25%	4
TOTAL		178

Q9 What issues have you encountered in using park facilities?

Answered: 153 Skipped: 46

#	RESPONSES	DATE
1	Lighting, security, restrooms	2/16/2021 1:11 PM
2	Homeless around the park during day and night	2/16/2021 9:14 AM
3	5150	2/15/2021 6:26 PM
4	Homeless, and thugs	2/14/2021 5:33 PM
5	Not enough parkings during the summer event hours	2/14/2021 2:34 PM
6	Too many Homeless	2/13/2021 10:10 PM
7	None	2/13/2021 6:45 PM
8	Drunk and rowdy crowds	2/13/2021 8:00 AM
9	None	2/12/2021 10:07 PM
10	Closed restrooms.	2/12/2021 4:20 PM
11	Homeless and tweakers. Restrooms are dirty and doors dont lock in the toilet section and never has dispenser soap	2/12/2021 2:44 PM
12	Skaters are out of control.no respect for law enforcement or park workers and community as a whole	2/12/2021 12:22 PM
13	Restrooms	2/12/2021 11:45 AM
14	Restrooms	2/12/2021 11:38 AM
15	None	2/12/2021 11:32 AM
16	None	2/12/2021 10:45 AM
17	People smoking/vaping and/or drinking alcohol near the facilities where children are playing. Transient encounters.	2/12/2021 10:31 AM
18	The restrooms definitely need to be updated	2/12/2021 9:19 AM
19	No water in restroom sink and broken door for privacy. Needs more seating areas.	2/12/2021 12:01 AM
20	None	2/11/2021 9:20 PM
21	None	2/11/2021 9:16 PM
22	People drinking alcoholic beverages out in the open especially from car clubs	2/11/2021 8:18 PM
23	Restrooms dirty, outdated buildings, playground equipment damaged, homeless issue.	2/11/2021 7:55 PM
24	Dirty restrooms, not stocked, no soap.	2/11/2021 7:29 PM
25	Parking availability. Dirty bathrooms. Unsafe trails. For years there's been incidents regarding strangers from the trail and kids. Homeless living under bridge and around the park. City. The pool should be operating all year with different aquatic programs for kids. Ridiculous it sits unused 10 mo a year. Fix the field and baseball Diamond by Cathy Hensel. Last, the zoo is horrible at times during the year when it's raining. I can't believe Animal Control hasn't shut it down. To house those animals cramp in small corrals in mud and nastiness is cruel. Fix that place up. What a cool thing to have, yet taken care of terribly.	2/11/2021 6:21 PM
26	Touch free faucets, soap, and towel dispensers, as well as hand a liquid sanitizer dispenser. Regular cleaning and sanitizing by the park staff.	2/11/2021 6:15 PM
27	Incorrect amenities listed above.	2/11/2021 6:10 PM

28	Sometimes there are a lot of people smoking marijuana	2/11/2021 5:30 PM
29	A lot of homeless burnt spoons used For drug use and syringes	2/11/2021 5:12 PM
30	1. Homeless People , We Don't Feel Safe With Our Grandkids Playing Near By.... 2.Filthy Restrooms..... 3. Dirty Picnic Area ! 4. Unkempt Basketbal, Courts, Tennis Courts & The Worst One Is The Unkept Baseball Field With Holes In The Grass Area....My Kids Have Twisted Thief Anckles There Many Times During Basebal, & Soccor Seasons !	2/11/2021 4:49 PM
31	N/a	2/11/2021 4:43 PM
32	Needs more lighting and nicer trail. Soccer field needs major improvements for safety. Like to see a level turf field	2/11/2021 4:40 PM
33	Some benches and restrooms are run down or dirty. Older kids playing roughly on the playsets with no supervision.	2/11/2021 4:35 PM
34	None	2/11/2021 4:11 PM
35	The pool was closed this year when local city pools were open! Homeless living in dumpster areas.	2/11/2021 3:57 PM
36	Restrooms always dirty and people doing drugs inside	2/11/2021 3:45 PM
37	bad and dirty restrooms and locked	2/11/2021 1:07 PM
38	Lawn areas are in poor shape, ie.dieing lawn, over watered areas. Restrooms are I'm poor shape ie.state of disrepair, inoperable water faucets, toilets terribly maintained.	2/3/2021 5:32 PM
39	Not enough parking and no Ada parking	2/3/2021 4:32 PM
40	Too dark at night Broken play structures	2/2/2021 8:10 PM
41	Just having restrooms closed	2/2/2021 2:50 PM
42	Lawn and paths needs to be maintained.	2/1/2021 9:27 PM
43	Closed Homeless.	2/1/2021 4:10 PM
44	The dug out areas for the baseball field. When we were in Tball, the kids would trip on the safety hazards including the holes covered with boards. Sometimes the teams couldnt use the dug out because a person had urinated in there and it was not safe. There needs to be a handicap parking on the street to service Cathy Hensel building. The soccer field was alwasy muddy and had pools of water at the entrance.	2/1/2021 12:34 PM
45	Now the virus is so popular, we go a little less.	2/1/2021 12:19 PM
46	There are a few green plants on the land	2/1/2021 12:18 PM
47	The restrooms	2/1/2021 12:16 PM
48	non applicable	2/1/2021 10:24 AM
49	Maybe there are a few garbage cans, because someone will drop the garbage on the ground.	2/1/2021 9:09 AM
50	In a quiet chat, there will always be some noise around them, and they will not listen to dissuasion	2/1/2021 9:08 AM
51	Parking	1/31/2021 10:12 AM
52	Lots of homeless in the picnic area and restrooms are nasty and dirty. You are asking about batting cages and zoo. Montebello city park doesn’t have that in this location	1/31/2021 12:43 AM
53	Homeless and trash. More workout areas would be nice.	1/30/2021 10:18 PM
54	Trash	1/30/2021 3:56 PM
55	Dirty Restrooms Not enough lights	1/30/2021 7:07 AM
56	Trash around the park, restrooms requiring maintenance, homeless in the area.	1/30/2021 1:44 AM
57	There are fewer public toilets	1/29/2021 11:07 PM

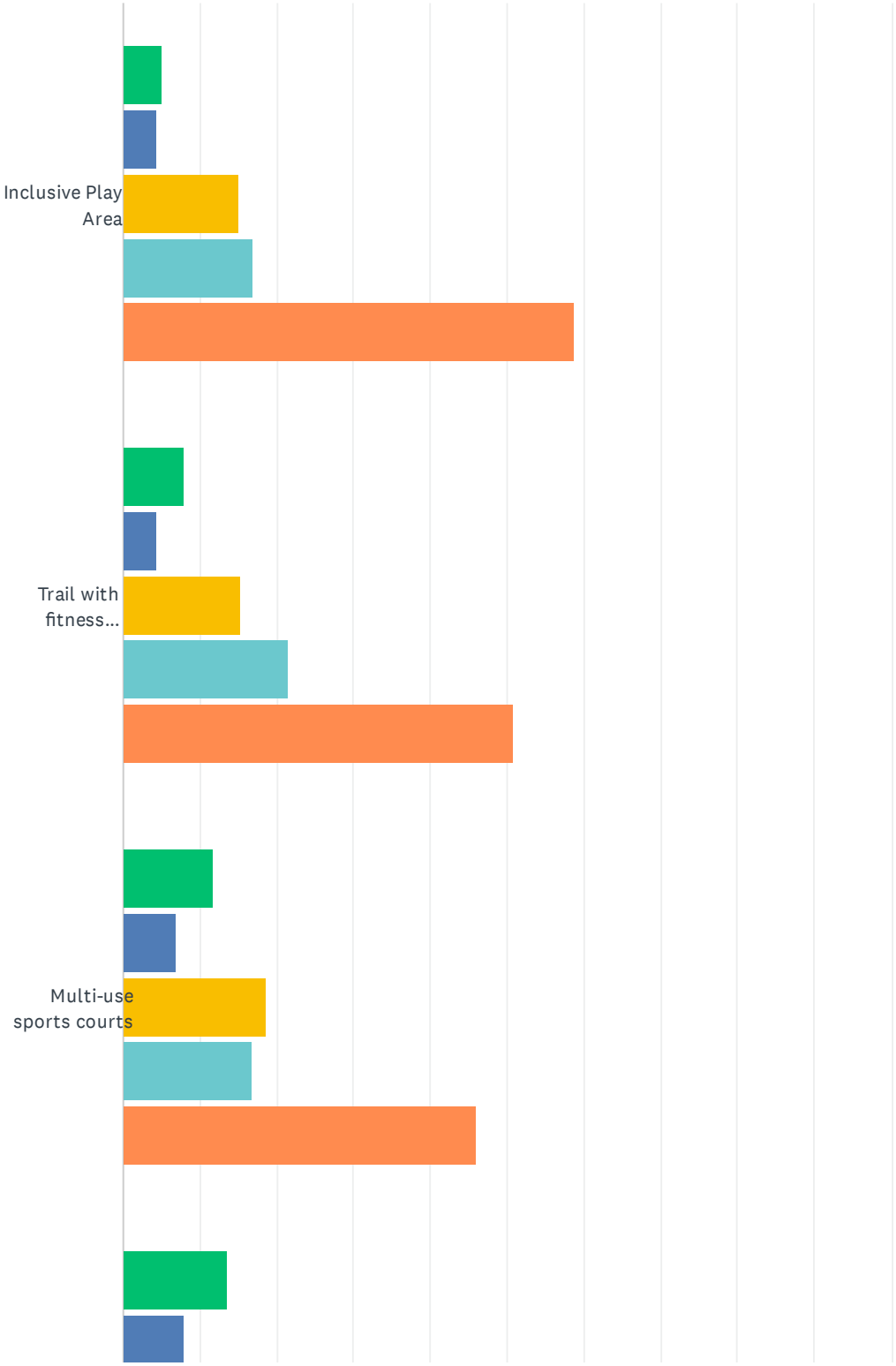
58	Seating facilities are relatively few	1/29/2021 10:57 PM
59	Not enough seating facilities	1/29/2021 10:51 PM
60	It's darker at night.	1/29/2021 10:44 PM
61	cleanliness and uncomfortable going in with men hanging around ladies restroom	1/29/2021 10:30 PM
62	Night lights are dark	1/29/2021 10:27 PM
63	The display facilities are not beautiful	1/29/2021 10:17 PM
64	Night lighting problem	1/29/2021 10:08 PM
65	Parking, lighting, safety and cleanliness	1/29/2021 10:05 PM
66	Toilet facilities are not adequate	1/29/2021 10:03 PM
67	Homelessness	1/29/2021 9:24 PM
68	Baseball field needs updating	1/29/2021 5:58 PM
69	Community center is old and no events on weekends. Can't tell how much is being utilized. Not attractive. Not enough trees and flowers.	1/29/2021 5:05 PM
70	Homeless and drug users. Kind of scary	1/29/2021 4:58 PM
71	The skaters are rowdy and leave a mess everywhere	1/29/2021 4:22 PM
72	There are cases of physical fitness equipment being damaged by people.	1/29/2021 3:58 PM
73	Cleanliness	1/29/2021 2:18 PM
74	Nothing	1/29/2021 2:08 PM
75	Finding needles in the Restrooms homeless having sex the restroom	1/29/2021 1:58 PM
76	Gang violence and homelessness	1/29/2021 1:35 PM
77	Safety and cleaning	1/29/2021 1:35 PM
78	No clear running paths, poor lighting	1/29/2021 1:20 PM
79	Transient screaming and acting iradicle	1/29/2021 12:51 PM
80	Trails pavements or new trails, teach people to clean up after their dog. Trials should have pavement like Alhambra park.	1/29/2021 10:15 AM
81	Poor lighting, trash, no dog park	1/29/2021 8:28 AM
82	Dogs not on leashes. Trash. Homeless sleeping through the park. Playground closed	1/29/2021 1:03 AM
83	Broken floor, bees, homeless near baseball field	1/29/2021 12:20 AM
84	None	1/28/2021 11:59 PM
85	Words hanging out at the benches/picnic area and restrooms.	1/28/2021 10:46 PM
86	None	1/28/2021 9:43 PM
87	The pavement is uneven. There’s bad filtration for the water. So there are mud and holes	1/28/2021 9:07 PM
88	the hygiene of the bathrooms	1/28/2021 8:35 PM
89	No issues	1/28/2021 8:19 PM
90	I would love to see the sidewalk redone with rubber flooring since many people walk and/or run. That would be helpful to resolve the fact that the floor is uneven in some areas. It needs more lighting during the evening when it's dark.	1/28/2021 8:14 PM
91	Cleaningness and saferly	1/28/2021 7:44 PM
92	Dirty bathrooms, muddy fields, muddy areas, trash left over from pinatas and parties, graffiti on equipment and seating areas.	1/28/2021 4:14 PM

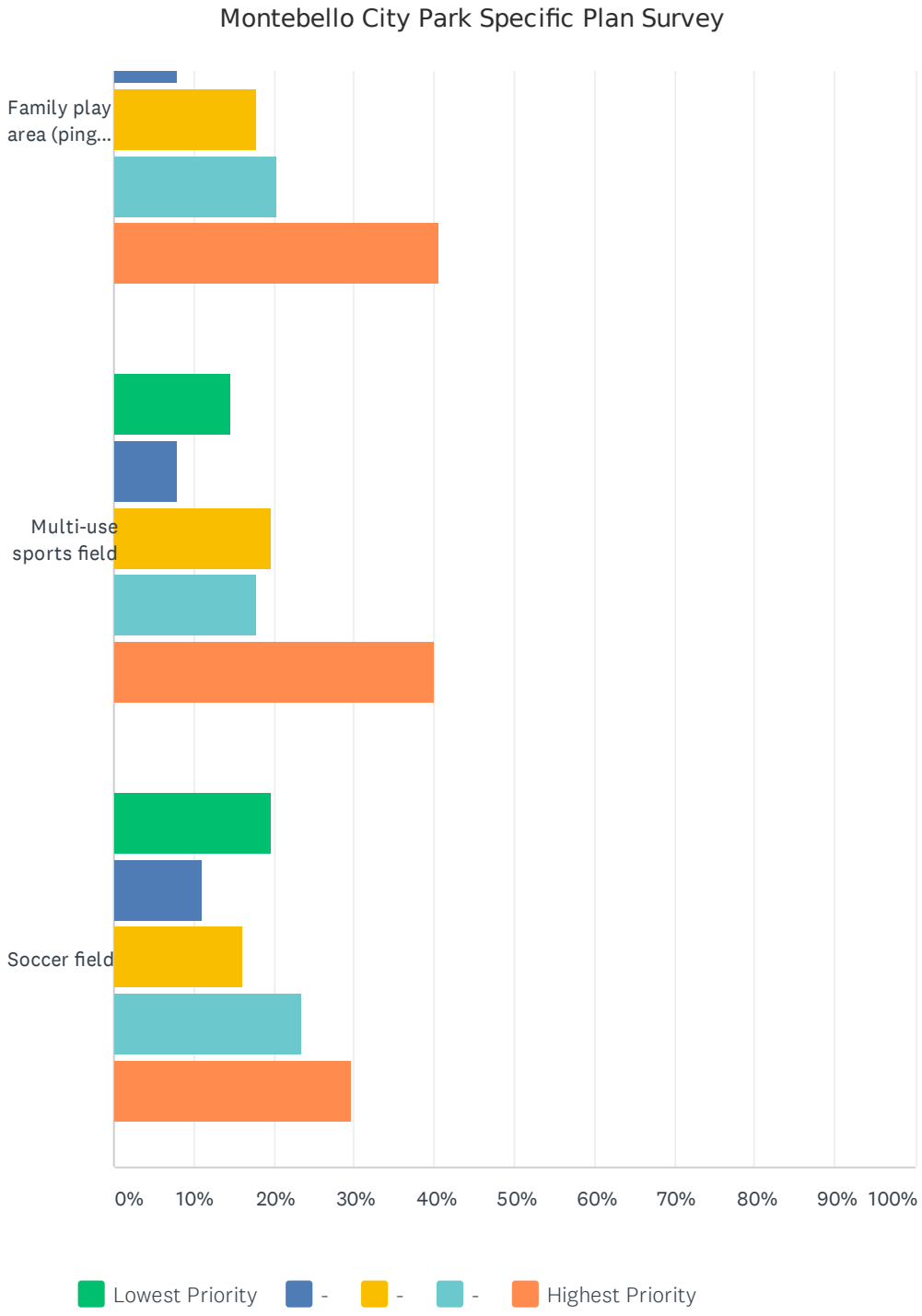
93	As an Architect, designer and Montebello Citizen I believe our Montebello Parks can be updated for a more safe visit to the restrooms, picnic areas, with running tracks and flooring.	1/28/2021 11:58 AM
94	Not enough baseball fields.	1/28/2021 11:57 AM
95	Homeless taking over public sitting areas like park benches. Not good lighting. Bathrooms not well maintained nor lit.	1/28/2021 9:36 AM
96	Most of them are dirty specially by the playground and tables, a lot of homeless around	1/28/2021 9:05 AM
97	Traffic on the weekends. The park gets taken over by car crews	1/28/2021 9:01 AM
98	Inability to socially distance during COVID	1/28/2021 8:58 AM
99	Too many transients/homeless	1/28/2021 8:56 AM
100	No dog parks	1/28/2021 8:39 AM
101	The skate park is really out dated and can use a refresher. I think you should gather the skaters in the area and talk about what could make it better. Rosemead skate park did that.	1/28/2021 8:22 AM
102	N/a	1/28/2021 8:18 AM
103	Mainly people who refuse to social distance, or groups of questionable looking adults congregating at a bench. Those people make me nervous because the park is relatively empty & the kids & I go into the deepest part of the park to play kickball. Anything can happen & we wouldn't be able to get any assistance.	1/28/2021 7:52 AM
104	Daily walk	1/28/2021 7:33 AM
105	1.kids play area need extra care ,instead of using wooden chips, sand would be ideal for kids not be hurt when they playing..	1/27/2021 10:40 PM
106	Cleanliness, quality of equipment, especially at Ashiya Park.	1/27/2021 9:37 PM
107	The homeless	1/27/2021 10:27 AM
108	Restrooms not clean. Not enough tables for picnicking throughout the park.	1/27/2021 9:19 AM
109	Homeless and also RV parked to close to the park.	1/27/2021 8:53 AM
110	Bathrooms need remodeling, no sunshade on playground areas not enough sitting places	1/27/2021 8:38 AM
111	Too much smoke from cigarettes. Restrooms are dirty.	1/27/2021 12:44 AM
112	The restrooms do not have toilet paper, no soap, and often dirty. The walking paths are not safe, there are some cracks. The tennis courts should reopen and have more lights. The playground should be remodeled and also use a rubber tile interlocking. More lights around the playground area.	1/27/2021 12:32 AM
113	No running water, the restrooms are very dirty and not enough lights in the park. there are a lot of very dark areas and some people gather there to smoke.	1/26/2021 11:21 PM
114	None	1/26/2021 11:08 PM
115	The pool dressing rooms need upgrading.	1/26/2021 10:32 PM
116	none at the moment	1/26/2021 10:09 PM
117	Pot smocking and homelessness	1/26/2021 8:08 PM
118	The bathrooms are sub par.	1/26/2021 6:35 PM
119	Dirty bathroom	1/26/2021 5:58 PM
120	None	1/26/2021 5:30 PM
121	Homeless people sleeping in the play ground	1/26/2021 5:00 PM
122	Not enough Summer Day care parking	1/26/2021 4:59 PM
123	A lot of homeless taking over the bleachers, tables and different areas around the park. Very filthy.	1/26/2021 4:00 PM

124	Not enough lighting throughout the park. A lot of through traffic on the residential streets; not as safe as I would like.	1/26/2021 4:00 PM
125	The pandemic (COVID)	1/26/2021 3:40 PM
126	N/A	1/26/2021 2:07 PM
127	People smoking marajuana right near the playground. I told an officer who was parked on the grass and they didn't do anything about it.	1/26/2021 1:57 PM
128	Restroom	1/26/2021 1:53 PM
129	uneven cement	1/26/2021 1:41 PM
130	Homeless people and trash	1/26/2021 1:38 PM
131	There is a lot of homeless people with their encampments	1/26/2021 12:55 PM
132	Dirty bathrooms	1/26/2021 12:45 PM
133	The parking lot is to small they need more parking	1/26/2021 12:43 PM
134	Parking can be an issue sometimes	1/26/2021 12:39 PM
135	Gathering of homeless	1/26/2021 12:25 PM
136	Skate park in the morning is usually found with a lot of trash and left-over food .	1/26/2021 12:03 PM
137	At Montebello City Park I would say the homeless issue, better lighting around the play areas for evening play, the Park area near Whittier Boulevard more seating areas for the parents to watch their children, the cement that runs in front of the concert area is cracked and I've seen people trip and fall... restrooms need to be updated and maybe another restroom near the play area near Whittier blvd...	1/26/2021 12:03 PM
138	outdated. some tagging involved in areas. no police enforcement patrolling.	1/26/2021 11:59 AM
139	Soccer field conditions are poor and small. Need turf field or level out the poorly maintained grass field	1/26/2021 11:54 AM
140	Indigent people in the restrooms	1/26/2021 11:45 AM
141	Bathrooms could be cleaner	1/26/2021 11:40 AM
142	None	1/26/2021 11:35 AM
143	A lot of homeless and drug users find syringes on the floor the kids play area	1/26/2021 11:34 AM
144	N/a	1/26/2021 11:18 AM
145	Many transients, a lot of illegal drug use, restrooms are always filthy.	1/26/2021 11:10 AM
146	rest room	1/26/2021 11:07 AM
147	Too much dog poop , every park, montebello, montebello need to cite people not picking up dog poop	1/26/2021 10:58 AM
148	Safety, accessibility	1/26/2021 10:38 AM
149	Too many transient homeless hanging out in and around the park consuming alcohol	1/26/2021 10:34 AM
150	No issues.	1/26/2021 10:33 AM
151	None	1/26/2021 10:30 AM
152	Running into homeless and people smoking pot in the park with kids nearby.	1/26/2021 10:30 AM
153	Graffiti and trash on the ground	1/26/2021 10:29 AM

Q10 Specific Park Amenities:Please tell us your priority for including the following potential park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 164 Skipped: 35

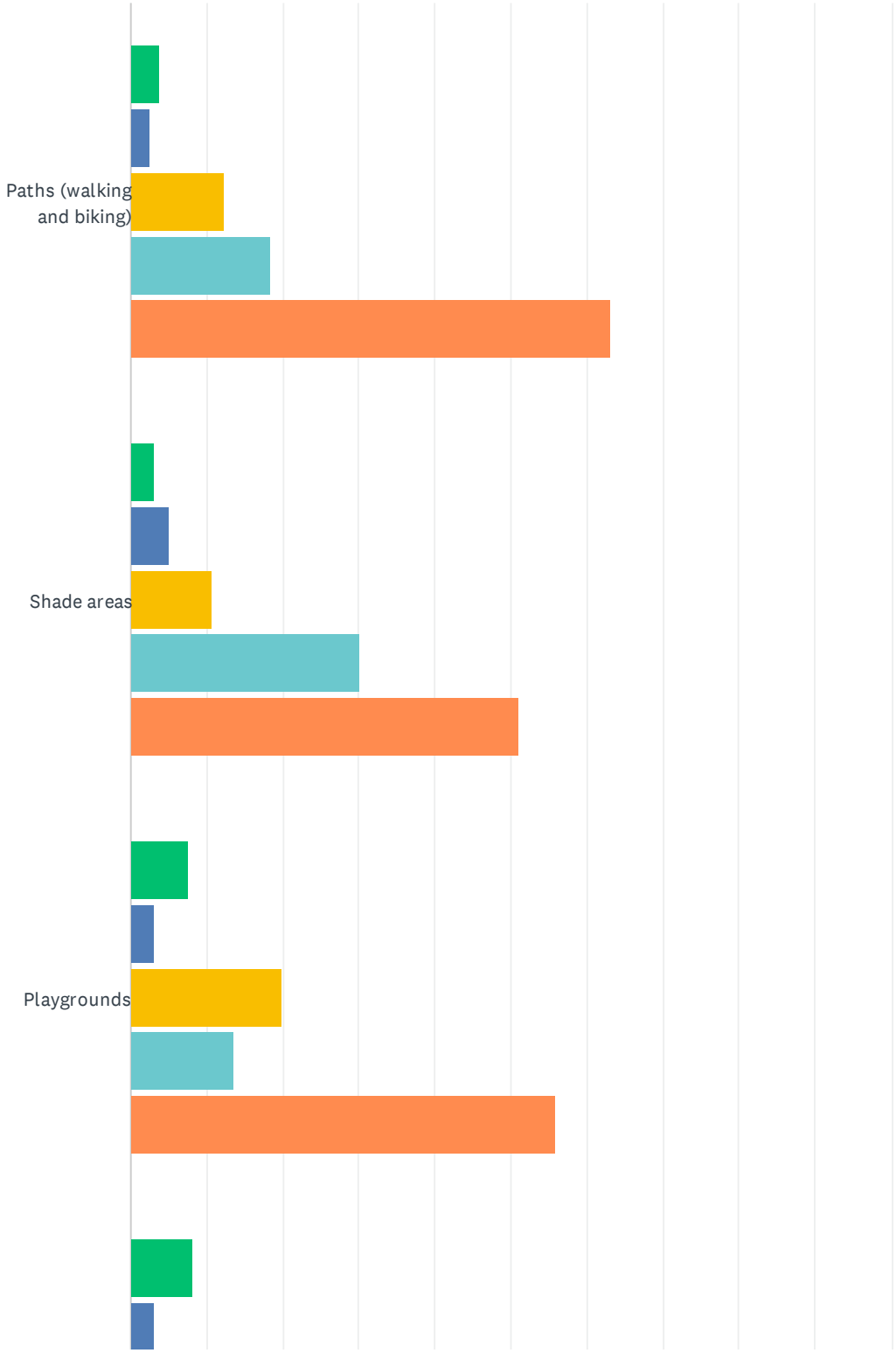



Montebello City Park Specific Plan Survey
Family play area (ping...
Multi-use sports field
Soccer field
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
Lowest Priority
-
-
-
Highest Priority

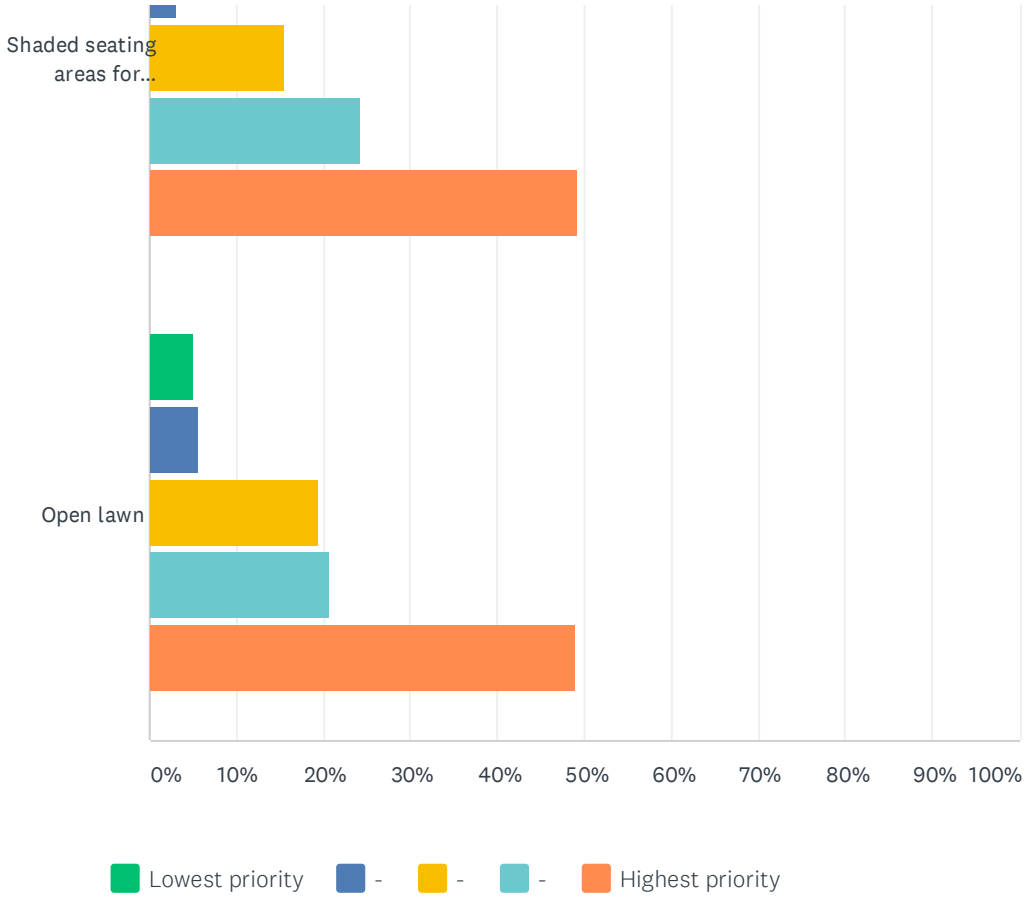
	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Inclusive Play Area	5.00% 8	4.38% 7	15.00% 24	16.88% 27	58.75% 94	160	4.20
 Trail with fitness equipment	7.98% 13	4.29% 7	15.34% 25	21.47% 35	50.92% 83	163	4.03
 Multi-use sports courts	11.80% 19	6.83% 11	18.63% 30	16.77% 27	45.96% 74	161	3.78
 Family play area (ping pong, corn hole, etc.)	13.50% 22	7.98% 13	17.79% 29	20.25% 33	40.49% 66	163	3.66
 Multi-use sports field	14.72% 24	7.98% 13	19.63% 32	17.79% 29	39.88% 65	163	3.60
 Soccer field	19.75% 32	11.11% 18	16.05% 26	23.46% 38	29.63% 48	162	3.32

Q11 New Park Amenities:Please tell us your priority for updating the following general park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 164 Skipped: 35



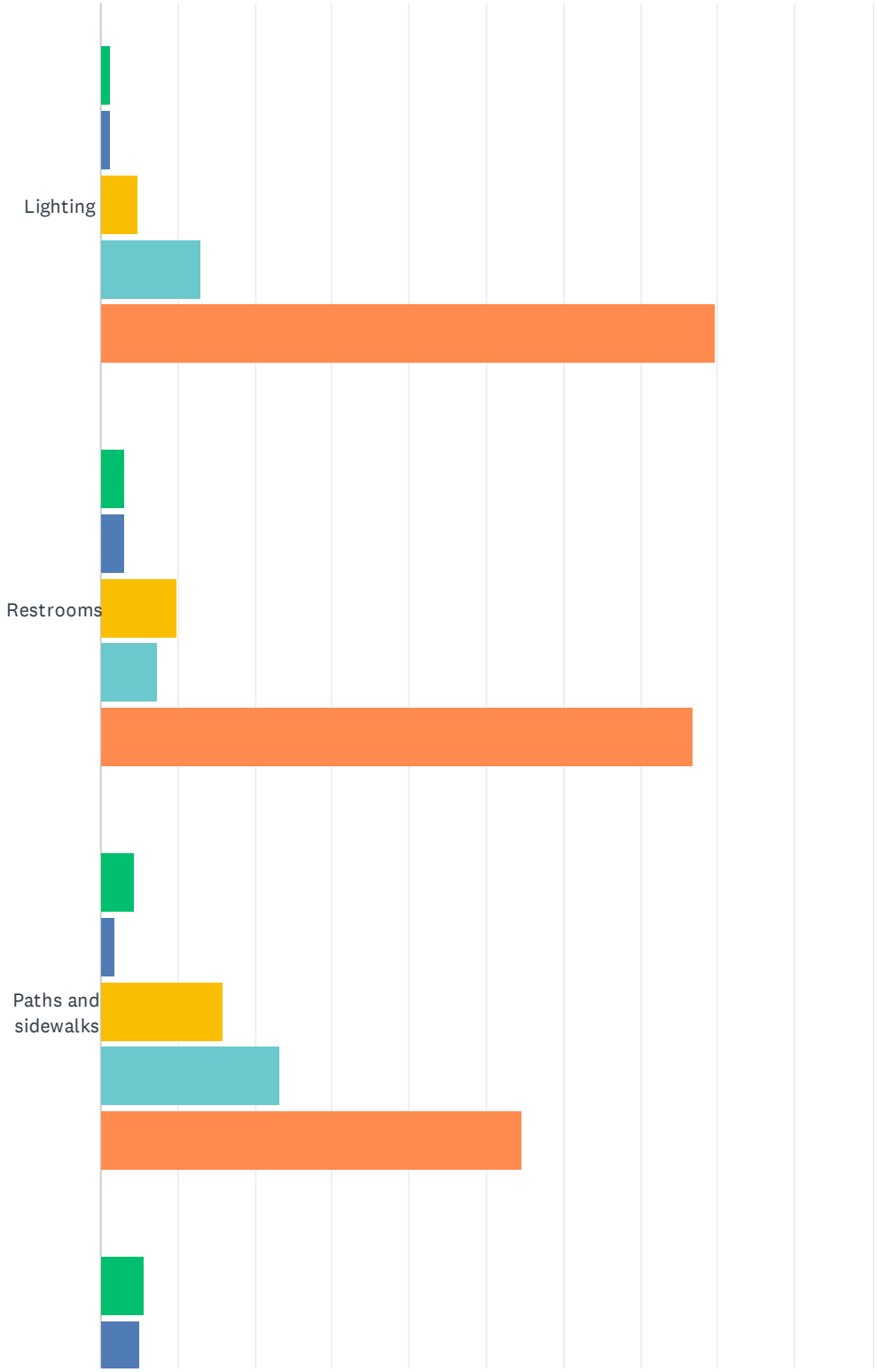
Montebello City Park Specific Plan Survey

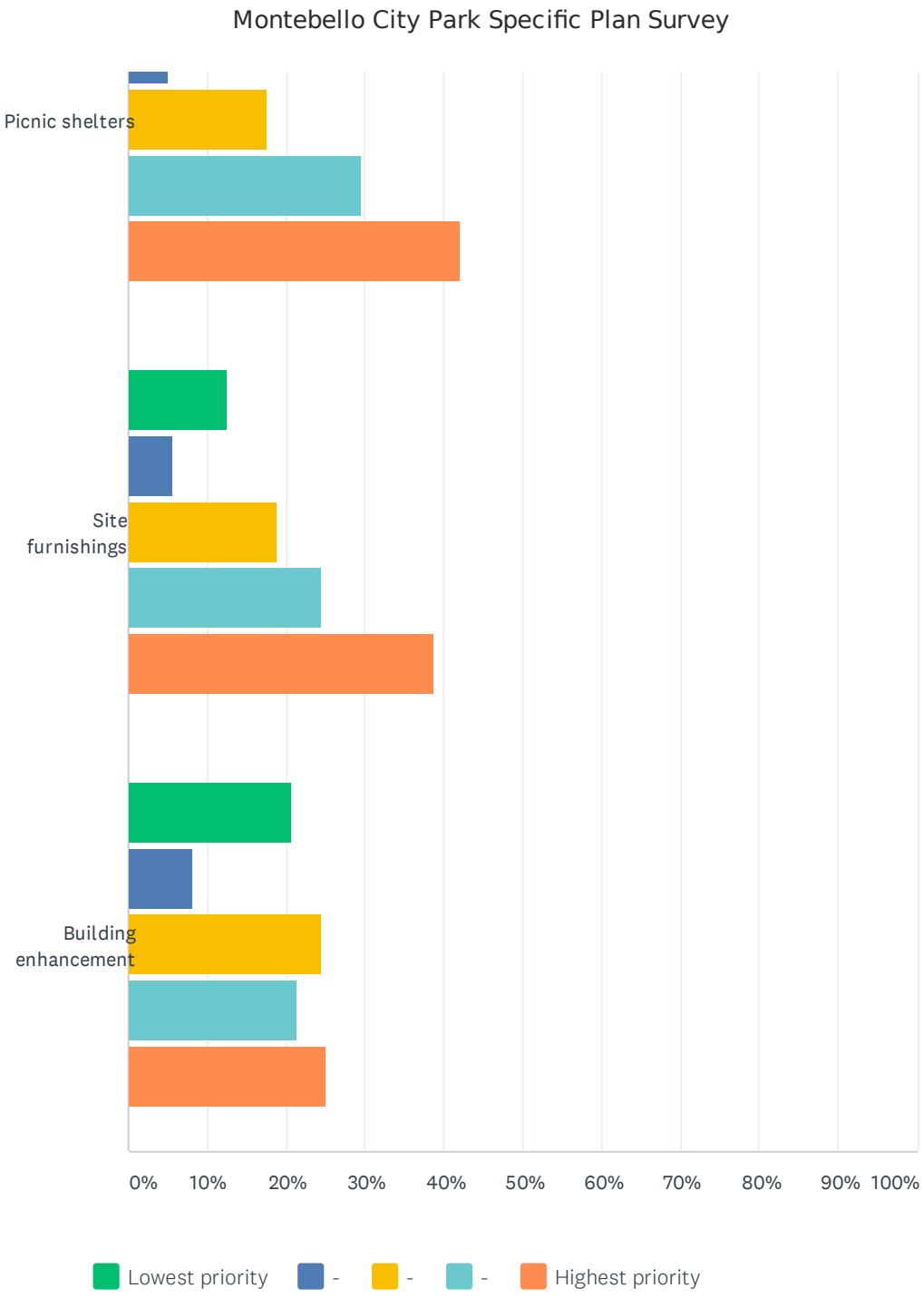


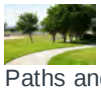
	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Paths (walking and biking)	3.68% 6	2.45% 4	12.27% 20	18.40% 30	63.19% 103	163	4.35
 Shade areas	3.14% 5	5.03% 8	10.69% 17	30.19% 48	50.94% 81	159	4.21
 Playgrounds	7.45% 12	3.11% 5	19.88% 32	13.66% 22	55.90% 90	161	4.07
 Shaded seating areas for social gatherings	8.07% 13	3.11% 5	15.53% 25	24.22% 39	49.07% 79	161	4.03
 Open lawn	5.03% 8	5.66% 9	19.50% 31	20.75% 33	49.06% 78	159	4.03

Q12 Improved Park Amenities:Please tell us your priority for updating the following general park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 165 Skipped: 34




Montebello City Park Specific Plan Survey
Picnic shelters
Site furnishings
Building enhancement
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
Lowest priority
-
-
-
Highest priority

	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Lighting	1.23% 2	1.23% 2	4.91% 8	12.88% 21	79.75% 130	163	4.69
 Restrooms	3.07% 5	3.07% 5	9.82% 16	7.36% 12	76.69% 125	163	4.52
 Paths and sidewalks	4.29% 7	1.84% 3	15.95% 26	23.31% 38	54.60% 89	163	4.22
 Picnic shelters	5.66% 9	5.03% 8	17.61% 28	29.56% 47	42.14% 67	159	3.97
 Site furnishings	12.50% 20	5.63% 9	18.75% 30	24.38% 39	38.75% 62	160	3.71
 Building enhancement	20.75% 33	8.18% 13	24.53% 39	21.38% 34	25.16% 40	159	3.22

Q13 Do you have any thoughts or feedback on the site plan shown above? Your computer may be able to zoom in on this plan at https://i.imgur.com/NHnJQcb.jpg

Answered: 94 Skipped: 105

#	RESPONSES	DATE
1	Looks very comprehensive. I would love to see activities or an area where Seniors could also conduct some outdoor activities since the Senior center is there. any thoughts on a small dog park area? This is smack in the middle of a high density area where I'm sure there are many dog owners.	2/16/2021 1:16 PM
2	Ecxited to see plan come alive!	2/16/2021 9:27 AM
3	no to #10 11	2/15/2021 6:29 PM
4	Pond with fish possibly recreational fishing	2/14/2021 5:38 PM
5	Great plan with updated features	2/13/2021 8:04 AM
6	None	2/12/2021 10:10 PM
7	There doesn't seem to be a lot of grass area for picnics or family gatherings.	2/12/2021 4:24 PM
8	Looks great!	2/12/2021 11:47 AM
9	Looks great, however, please consider placing shades over the play area for the children so they don't burn themselves during the summer with extensive heat/exposure when playing on the amenities. Please also consider a basketball court solely for younger "adolescent" children and a separate for older groups as well as a bike trail for all. Thank you.	2/12/2021 10:50 AM
10	None	2/11/2021 10:36 PM
11	Get rid of the amphitheater	2/11/2021 9:27 PM
12	Great plan	2/11/2021 8:36 PM
13	Looks nice Very welcoming	2/11/2021 8:23 PM
14	I like the design and layout of the plan. I think it is something to look forward to. Can’t wait to get to enjoy it!	2/11/2021 6:36 PM
15	This would be a blessing to many of us that coach these kids in our city of Montebello, something that I've been talking about for many years to our parents that I coached over The years!.	2/11/2021 4:59 PM
16	Soccer field seems small. It should be the main focal point in my opinion even if it means that the skate park and play area is smaller	2/11/2021 4:53 PM
17	No	2/11/2021 4:45 PM
18	I think it's great.	2/11/2021 4:44 PM
19	Make park's a better place to visit	2/11/2021 3:46 PM
20	seems ok!	2/11/2021 1:19 PM
21	This was the only tennis courts available in the city. The Basketball courts were well used. A rubber walking trail is needed in the perimeter of the park as many citizens have been seen utilizing the park as a walking path	2/3/2021 5:43 PM
22	I dont see walking paths are paved. Sidewalks should be improved with lighting for night walkers.	2/3/2021 4:37 PM
23	I think it will engage more families and young adults to come more often to the park!	2/2/2021 2:53 PM

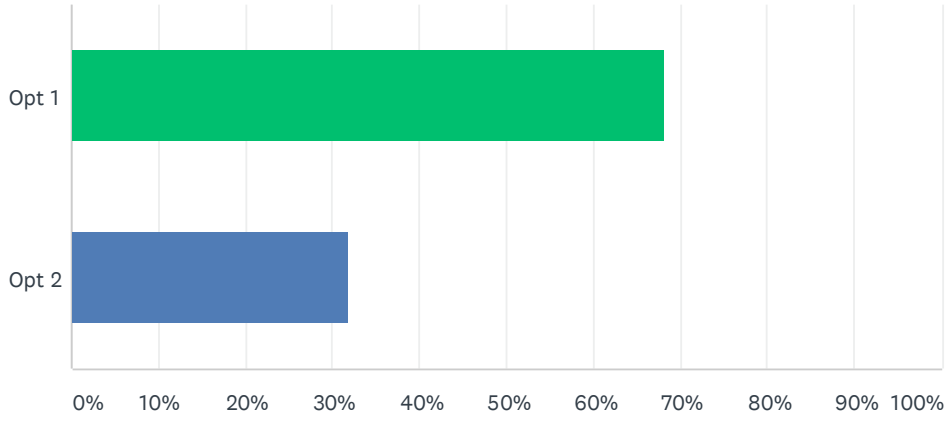
24	No need for a splash pad when you have a pool. The pool needs to be recognized as a leader in aquatics for the city. It would be something that people could be proud of. There not not many Olympic sized pools in the area, this would make it a prominent place for people to come and visit our city and potentially spend money.	2/1/2021 4:19 PM
25	DG trail should loop around entire park to allow joggers to to run and stay in the park. Incorpoate environmental landscaping and education on California native plants.	2/1/2021 12:39 PM
26	How to say, now the epidemic virus is very serious, so if you can't complete it, please pay attention to safety, but I still hope you can lead us into this beautiful new environment as soon as possible.	2/1/2021 12:24 PM
27	If the actual effect is the same as that in this picture, it will be very good	2/1/2021 12:24 PM
28	many residents own dogs . please consider adding a dog park for Montebello residents. :)	2/1/2021 10:28 AM
29	13 and 5 places, can you replace a little, one plant is too few, one equipment is too many, this is a bit monotonous.	2/1/2021 9:15 AM
30	The content is very comprehensive, which will give us more choices	2/1/2021 9:14 AM
31	Only has one option how do you expect us to answer the next question	1/31/2021 12:48 AM
32	Good	1/30/2021 10:20 PM
33	The plan looks like a good idea.	1/30/2021 1:51 AM
34	Very good	1/29/2021 11:12 PM
35	Seating facilities as much as possible	1/29/2021 11:01 PM
36	Seating facilities as much as possible	1/29/2021 10:54 PM
37	I hope the lights are bright enough	1/29/2021 10:48 PM
38	The family gathering area could be expanded	1/29/2021 10:31 PM
39	The family area can be a little more	1/29/2021 10:23 PM
40	The light will be sufficient	1/29/2021 10:14 PM
41	Without the	1/29/2021 10:05 PM
42	Very good	1/29/2021 9:53 PM
43	Temporarily no	1/29/2021 8:33 PM
44	More shaded areas	1/29/2021 6:03 PM
45	Add some colorful plants and flowers and beautiful the park.	1/29/2021 5:13 PM
46	Great design, I love it!	1/29/2021 4:04 PM
47	Good	1/29/2021 2:20 PM
48	N/A	1/29/2021 2:12 PM
49	Our city cut the budget on our park patrol the homeless took over our parks now leaving liquor bottles and needles everywhere we need our park patrol back	1/29/2021 2:05 PM
50	Looks good for the space available. A cushioned running path is important to me more than it's attenede use, but it also makes people explore all ends of the park which is also good for safety. Almansor Park in Alhambra is an excellent park as a reference.	1/29/2021 1:23 PM
51	Good	1/29/2021 10:20 AM
52	A dog park is needed	1/29/2021 8:32 AM
53	It looks like it still has room for improvement. Very dull plan for the official city park. Seems like it is lacking in a lot of areas. What about the plans for the field across the street? The pool needs a male over as well. I hope the pool will remain. And why is it giving me a choice between two different options for the city park. I only see one plan/option.	1/28/2021 11:00 PM

54	Looks good.	1/28/2021 10:05 PM
55	it seems perfect like this	1/28/2021 8:43 PM
56	I love the area designated for dogs. Overall I'm excited about the plan.	1/28/2021 8:34 PM
57	None	1/28/2021 7:47 PM
58	Looks great!	1/28/2021 1:42 PM
59	I believe the existing parking system needs to also be redesigned for grant Rea, and the city park a walk path around the sidewalk and set backs, restrooms need to be updated even though they are park restrooms but are areas that are most visited by the people	1/28/2021 12:11 PM
60	Lauraborquez@att.net	1/28/2021 11:59 AM
61	Add good lightning, security on site, make park trails wheelchair friendly, add speed bumps to surrounding streets, clean the restrooms please	1/28/2021 9:14 AM
62	Looks great	1/28/2021 9:03 AM
63	I would be supportive of such arrangements.	1/28/2021 9:01 AM
64	Don’t see anything for dogs.	1/28/2021 8:49 AM
65	I appreciate a bigger skate park for the people. we should be seeing more people excited to be at the park.	1/28/2021 8:26 AM
66	Really like the enhanced amphitheater	1/28/2021 7:24 AM
67	no	1/27/2021 10:46 PM
68	I love how many different ways the community can interact with the park. Public art and a focus on nature play is great for young kids!	1/27/2021 9:39 PM
69	The plan seems good but will love a gated play area for our pets	1/27/2021 9:04 AM
70	N/A	1/27/2021 8:56 AM
71	N/A	1/27/2021 12:54 AM
72	More tennis courts needed.	1/27/2021 12:48 AM
73	I am visually impaired and not able to see it very clearly.	1/26/2021 11:34 PM
74	None	1/26/2021 11:11 PM
75	None	1/26/2021 10:34 PM
76	Replace the path to many uneven and roots from trees interfere the path not safe I’ve fallen once before	1/26/2021 8:13 PM
77	I like this plan. I would like more trails and walking areas throughout the park.	1/26/2021 6:45 PM
78	No	1/26/2021 6:00 PM
79	n/a	1/26/2021 5:03 PM
80	I really like the proposal.	1/26/2021 4:09 PM
81	Plan looks nice but hopefully the city can upkeep it and keep the homeless away, so us residents can enjoy all amenities with our children.	1/26/2021 4:06 PM
82	Enhance the Senior center.	1/26/2021 3:48 PM
83	No	1/26/2021 2:08 PM
84	No. The basketball courts could definetly use an upgrade.	1/26/2021 2:00 PM
85	No.	1/26/2021 1:58 PM
86	Looks good	1/26/2021 1:44 PM
87	More picnic tables. There may be more outdoor parties with the new plan.	1/26/2021 12:49 PM

88	Not problems	1/26/2021 12:46 PM
89	it looks great!	1/26/2021 12:01 PM
90	Larger soccer field	1/26/2021 12:00 PM
91	N/a	1/26/2021 11:00 AM
92	Special needs playground. Adaptive playground equipment for disabled children or very young children learning to walk. Rubber mats on the playground incase a child falls.	1/26/2021 10:39 AM
93	It'd be great if you focus on the lights for #12 and 4, upgrading #12, and splash pad first before other things.	1/26/2021 10:39 AM
94	Perfect	1/26/2021 10:33 AM

Q14 Out of the two optional vignettes, which do you prefer?

Answered: 123 Skipped: 76



ANSWER CHOICES	RESPONSES	
Opt 1	68.29%	84
Opt 2	31.71%	39
TOTAL		123

Q15 Please provide general comments based on the site plan and vignettes.

Answered: 86 Skipped: 113

#	RESPONSES	DATE
1	Only 1 option was provided. Seems reasonable especially since I do believe that this is a highly visited park by families.	2/16/2021 1:16 PM
2	The plan looks great, I just hope the quality of the playground, turf, equipment is durable.	2/16/2021 9:27 AM
3	Only able to see one	2/14/2021 5:38 PM
4	Great plan with updated festures	2/13/2021 8:04 AM
5	Looks great, more fields to play team games.	2/12/2021 10:10 PM
6	Interested in place where kids can run and have fun.	2/12/2021 11:35 AM
7	I only see one option for the Montebello City Park plan. Also, some of the survey questions do not pertain to Montebello City Park (i.e. zoo question, baseball/softball field).	2/12/2021 10:50 AM
8	Good	2/11/2021 10:36 PM
9	The plan looks good. Allows for plenty of parking	2/11/2021 9:27 PM
10	Na	2/11/2021 8:36 PM
11	Should be kept clean Free of homeless and car clubs from gathering	2/11/2021 8:23 PM
12	The second plan is viewer friendly. The details are easy to locate and the font makes reading a breeze.	2/11/2021 6:36 PM
13	Not enough parking to accommodate the demand. Strengthen youth sports leagues.	2/11/2021 6:27 PM
14	Really looks good but I don’t know I’ve been living here 58 years and Montebello has not updated their parks for nothing	2/11/2021 5:35 PM
15	Any upgrades wou,d be a blessing to the kids in our neighbohowould compared to what we have been dealing with for years!....I Am Looking forward to getting back to coaching our grandkids at the city parks & rec .	2/11/2021 4:59 PM
16	Soccer field could be bigger.	2/11/2021 4:53 PM
17	N/a	2/11/2021 4:45 PM
18	Na	2/11/2021 3:46 PM
19	Only one vignette is available. I would have liked to see other options for city park. Maybe add a dog park	2/3/2021 5:43 PM
20	Side walks should be lighted and paved walking trail through the park	2/3/2021 4:37 PM
21	I. Believe these questions are for Grant Rea Park.	2/2/2021 8:14 PM
22	I believe it will be a beautiful atmosphere and it will get residents to be more often, explore their neighborhood.	2/2/2021 2:53 PM
23	There was only one option not two. Comments were stated above.	2/1/2021 12:39 PM
24	There can be more trees or flowers	2/1/2021 12:24 PM
25	3.4.6.7.8 is it a bit crowded? Are there so many things there?	2/1/2021 12:24 PM
26	I only saw one vignette ...	2/1/2021 10:28 AM
27	Whether it's plants or equipment, it's appropriate, or we won't know how to choose.	2/1/2021 9:15 AM

28	I just hope you have more equipment for primary school children, so that we can save some time to stop their other bad behaviors.	2/1/2021 9:14 AM
29	Only has one option	1/31/2021 12:48 AM
30	Improved lighting by and inside the restrooms is a smart safety idea. The amphitheater should have more shade as well as more lighting behind the amphitheater.	1/30/2021 1:51 AM
31	It is not necessary to	1/29/2021 11:12 PM
32	Seating facilities as much as possible	1/29/2021 11:01 PM
33	Seating facilities as much as possible	1/29/2021 10:54 PM
34	I hope the lights are bright enough	1/29/2021 10:48 PM
35	The family gathering area could be expanded	1/29/2021 10:31 PM
36	The family area can be a little more	1/29/2021 10:23 PM
37	Not suggest	1/29/2021 10:14 PM
38	Anything is better than it is now but really looking at making each park have its own fiends so that the other kayaks can be used fir different sports. Kids need safe snd nice fields.	1/29/2021 10:08 PM
39	Without the	1/29/2021 10:05 PM
40	Very good	1/29/2021 9:53 PM
41	Not bad	1/29/2021 8:33 PM
42	I only see one option	1/29/2021 6:03 PM
43	I only see 1 option. Remodeling the interior of the community center to better utilize the facility. Ensure safety of the park.	1/29/2021 5:13 PM
44	It looks great	1/29/2021 4:26 PM
45	More areas for children can be designed.	1/29/2021 4:04 PM
46	Good	1/29/2021 2:20 PM
47	More grass	1/29/2021 2:12 PM
48	Take the money and put towards our park patrol or police departments	1/29/2021 2:05 PM
49	Well there was only on plan, yet you asked of the 2?	1/29/2021 1:23 PM
50	Looks good more trees and walk paths	1/29/2021 10:20 AM
51	Looks great	1/29/2021 1:07 AM
52	There could be many more improvements. This plan seems to simple for this being the city Park. Many evens happen there. And there is nothing about the city pool being improved or the field across the street.	1/28/2021 11:00 PM
53	no comment	1/28/2021 10:05 PM
54	i feel that there should be more vigilance because sometimes there are people smoking marijuana in front of children or even offereng them that should not happen.	1/28/2021 8:43 PM
55	I could not see vignettes. Nevertheless, I like the site plan.	1/28/2021 8:34 PM
56	It looks good and clean	1/28/2021 7:47 PM
57	I’m only able to see one on my screen but gives a well description of our Grant Rea Park to be updated and that continues to give our community the excitement to use our city parks more often	1/28/2021 12:11 PM
58	We need more baseball fields. Especially ina Park like this.	1/28/2021 11:59 AM
59	Add good lightning, security on site, make park trails wheelchair friendly, add speed bumps to surrounding streets, clean the restrooms please	1/28/2021 9:14 AM

60	It's inclusive for all to use	1/28/2021 9:03 AM
61	I have no comment by which to substantiate criticism. It looks very nice.	1/28/2021 9:01 AM
62	this actually looks like a park I would like to be at.	1/28/2021 8:26 AM
63	looks good	1/27/2021 10:46 PM
64	More playground equipment throughout the park. Not enough playground equipment in different areas - north part of park.	1/27/2021 9:24 AM
65	All seems good just remember to add shades on playing areas water mist for very hot days, will love to see more exciting games for kids in the playing are like merry go round, a sphere you go in and sit spin the steering wheel to make it go around, Aztec climers,diferente types of swings.	1/27/2021 9:04 AM
66	N/A	1/27/2021 12:54 AM
67	Good plan, please work on it as soon as possible.	1/27/2021 12:48 AM
68	lighted areas are really needed and working clean restrooms.	1/26/2021 11:34 PM
69	I like it better	1/26/2021 11:11 PM
70	There was only one option pictured.	1/26/2021 10:34 PM
71	The multi sports courts will make use of currently wasted space.	1/26/2021 6:45 PM
72	Na	1/26/2021 6:00 PM
73	I don’t see 2 options only one	1/26/2021 5:06 PM
74	There was only one option; I like the updates.	1/26/2021 4:09 PM
75	Improvements need to be done to the Senior center. The rooms need to updated and painted.	1/26/2021 3:48 PM
76	None	1/26/2021 2:08 PM
77	Plans are well	1/26/2021 1:58 PM
78	None	1/26/2021 1:44 PM
79	Looks good	1/26/2021 12:49 PM
80	Is a good idea to asking the community	1/26/2021 12:46 PM
81	I could only see one plan. Not a second option. As long as everything is modernized and updated, I will be happy.	1/26/2021 12:01 PM
82	Full size Soccer Fields needed and nice walking trails	1/26/2021 12:00 PM
83	N/a	1/26/2021 11:00 AM
84	That’s great	1/26/2021 10:57 AM
85	Didn't see the second one. 😕	1/26/2021 10:39 AM
86	I don't see any vignettes. Site plan looks great but like I mentioned, it'd be great if you focus on the lights for #12 and 4, upgrading #12, and splash pad first before other things.	1/26/2021 10:39 AM

Q16 Thank you for taking the time to fill out the survey. To find out more about the overall project, please visit the project website at: https://arcg.is/0yeqOaPlease fill in your email to be entered into the raffle for a $50 Amazon gift card:

Answered: 120 Skipped: 79

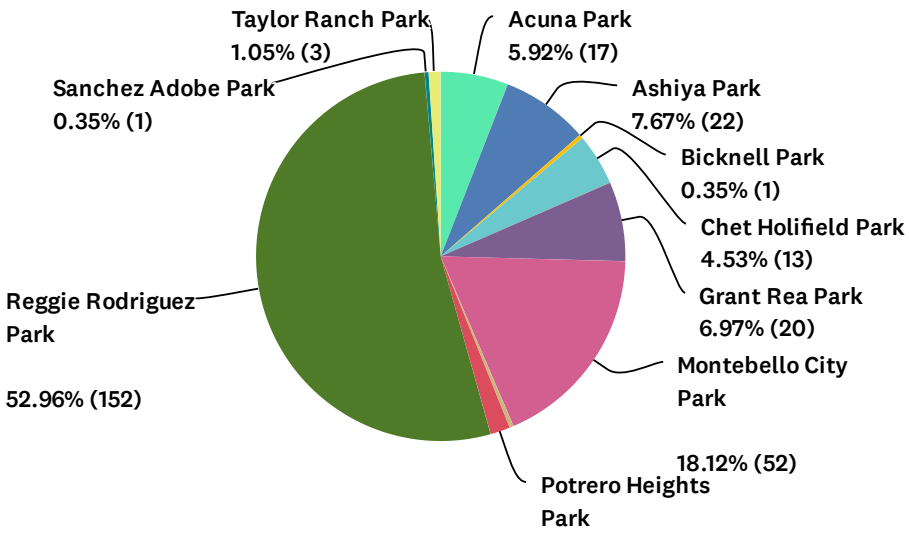
Q1 What is your zipcode?

Answered: 277 Skipped: 12



Q2 Which park do you live the closest to?

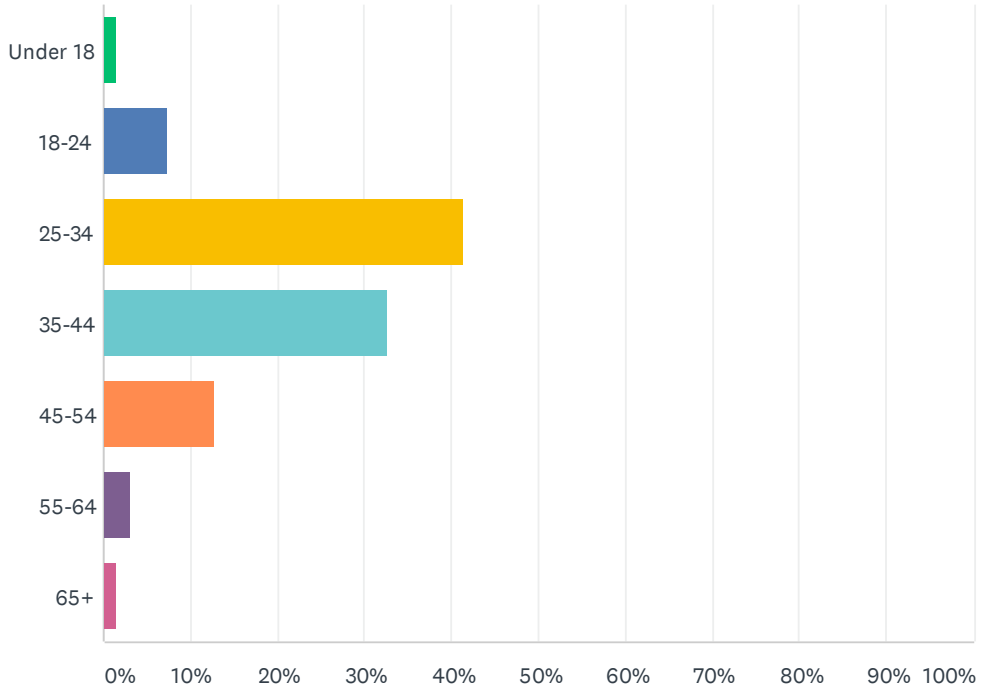
Answered: 287 Skipped: 2



ANSWER CHOICES	RESPONSES	
Acuna Park	5.92%	17
Ashiya Park	7.67%	22
Bicknell Park	0.35%	1
Chet Holifield Park	4.53%	13
Dutch Tot Lot	0.00%	0
Grant Rea Park	6.97%	20
Montebello City Park	18.12%	52
Northridge Mini Park	0.35%	1
Potrero Heights Park	1.74%	5
Reggie Rodriguez Park	52.96%	152
Sanchez Adobe Park	0.35%	1
Taylor Ranch Park	1.05%	3
TOTAL		287

Q3 Please select your age

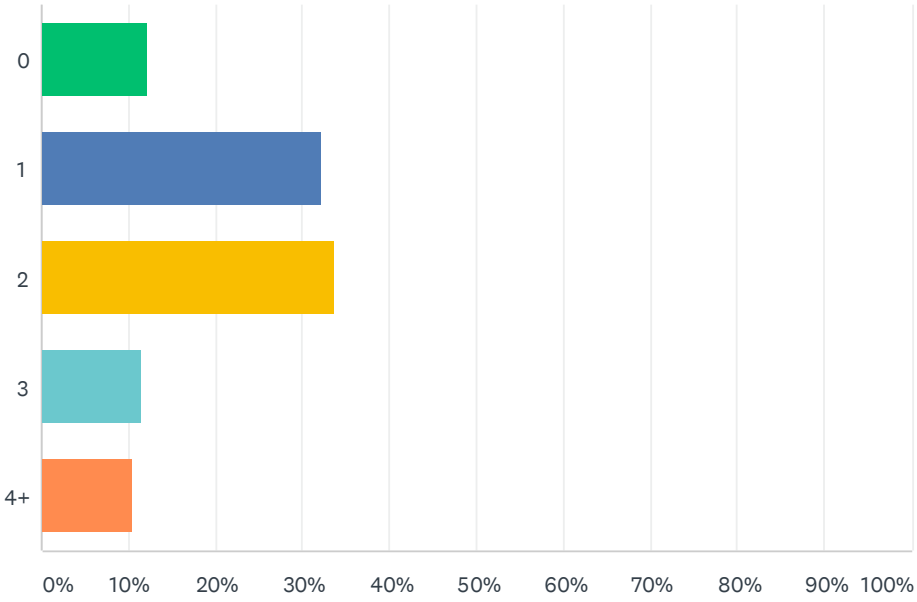
Answered: 288 Skipped: 1



ANSWER CHOICES	RESPONSES	
Under 18	1.39%	4
18-24	7.29%	21
25-34	41.32%	119
35-44	32.64%	94
45-54	12.85%	37
55-64	3.13%	9
65+	1.39%	4
TOTAL		288

Q4 How many kids are in your household?

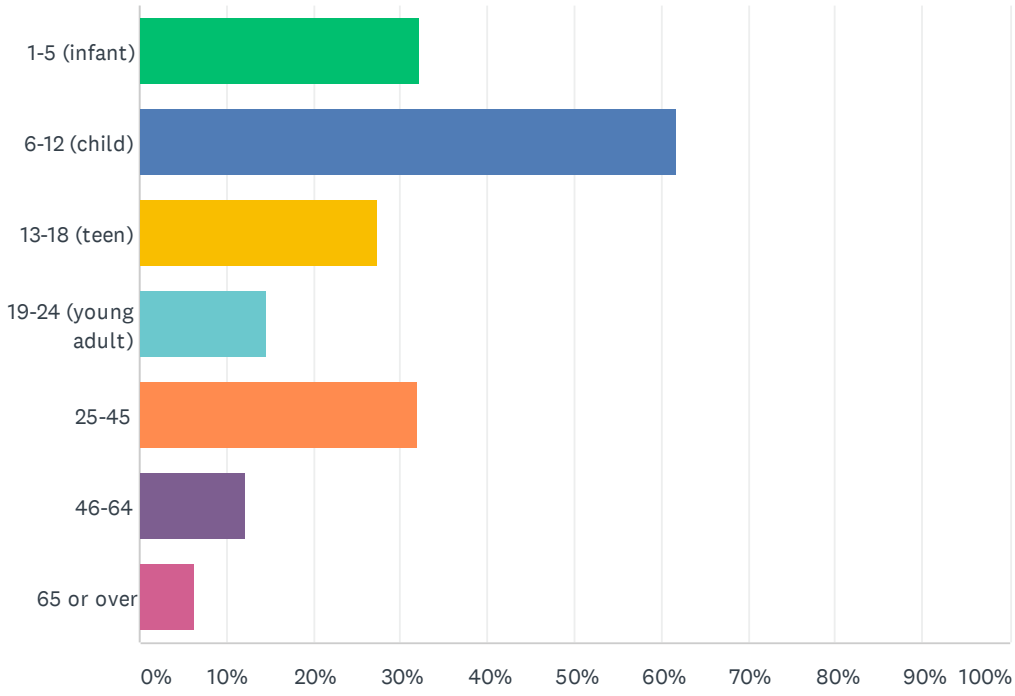
Answered: 288 Skipped: 1



ANSWER CHOICES	RESPONSES	
0	12.15%	35
1	32.29%	93
2	33.68%	97
3	11.46%	33
4+	10.42%	30
TOTAL		288

Q5 What are the ages of the individuals within your household whovisit city parks or recreation facilities? (check all that apply)

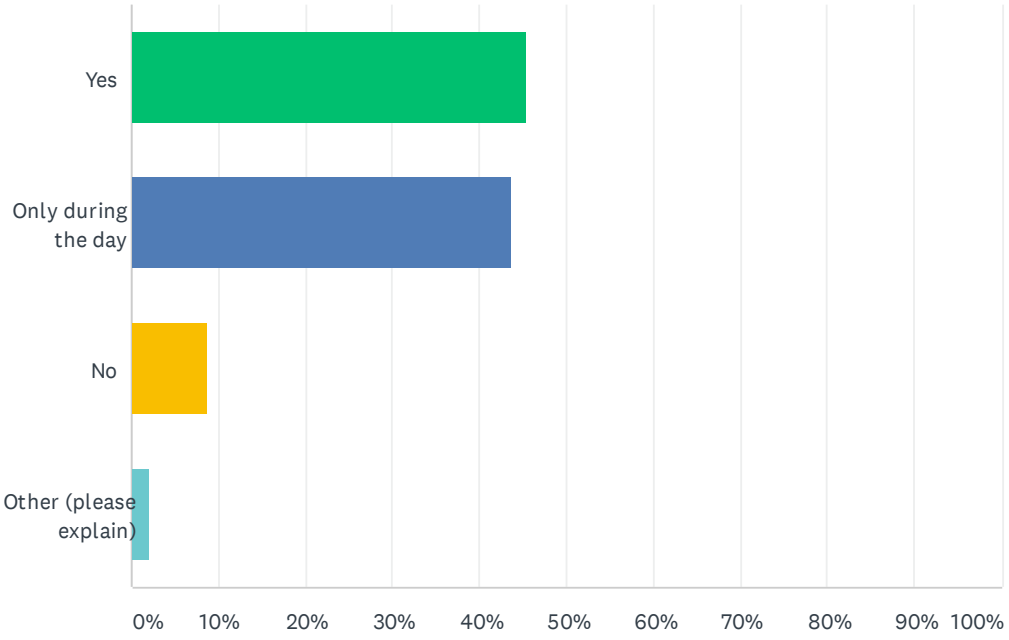
Answered: 288 Skipped: 1



ANSWER CHOICES	RESPONSES	
1-5 (infant)	32.29%	93
6-12 (child)	61.81%	178
13-18 (teen)	27.43%	79
19-24 (young adult)	14.58%	42
25-45	31.94%	92
46-64	12.15%	35
65 or over	6.25%	18
Total Respondents: 288		

Q6 Do you feel safe visiting the park?

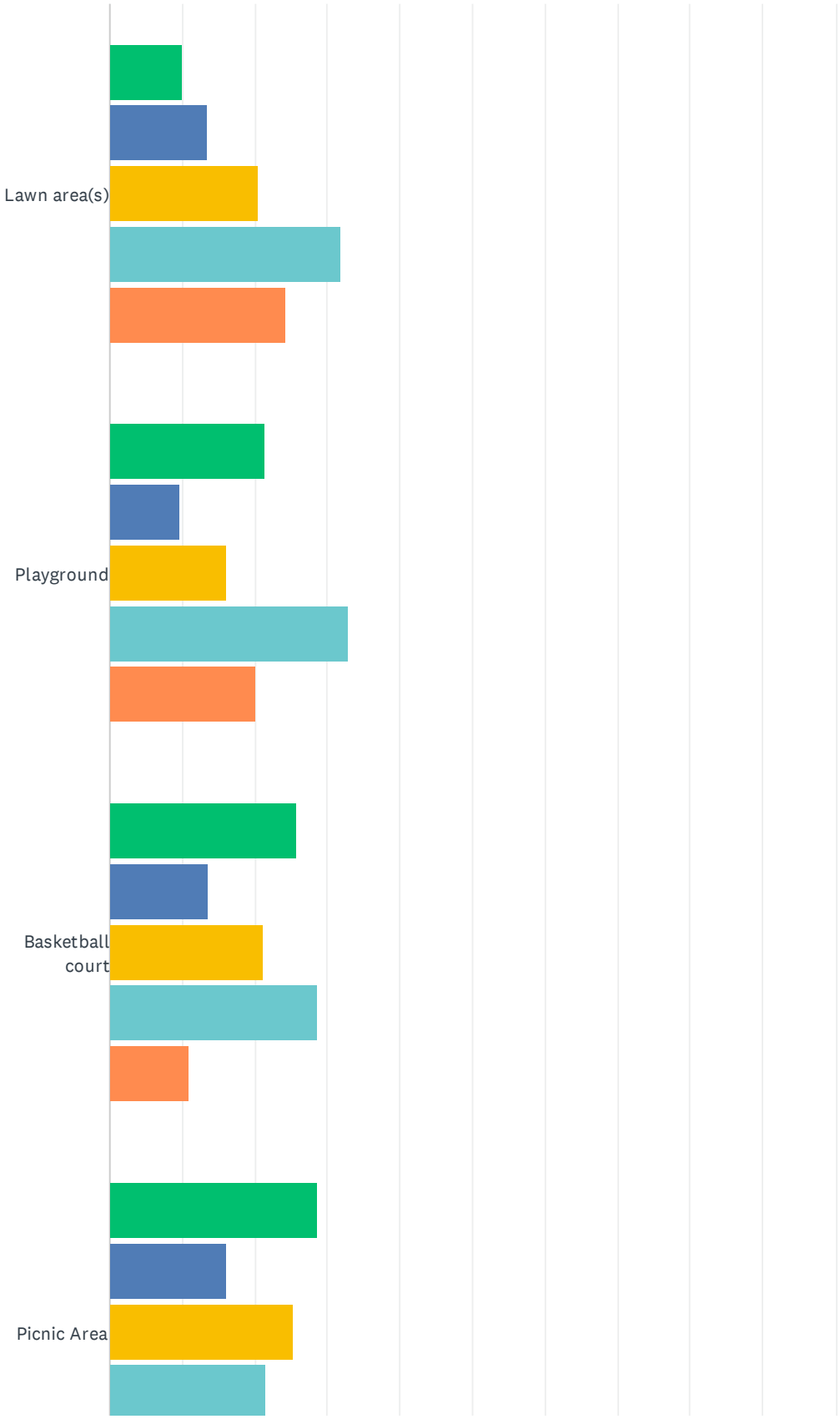
Answered: 275 Skipped: 14



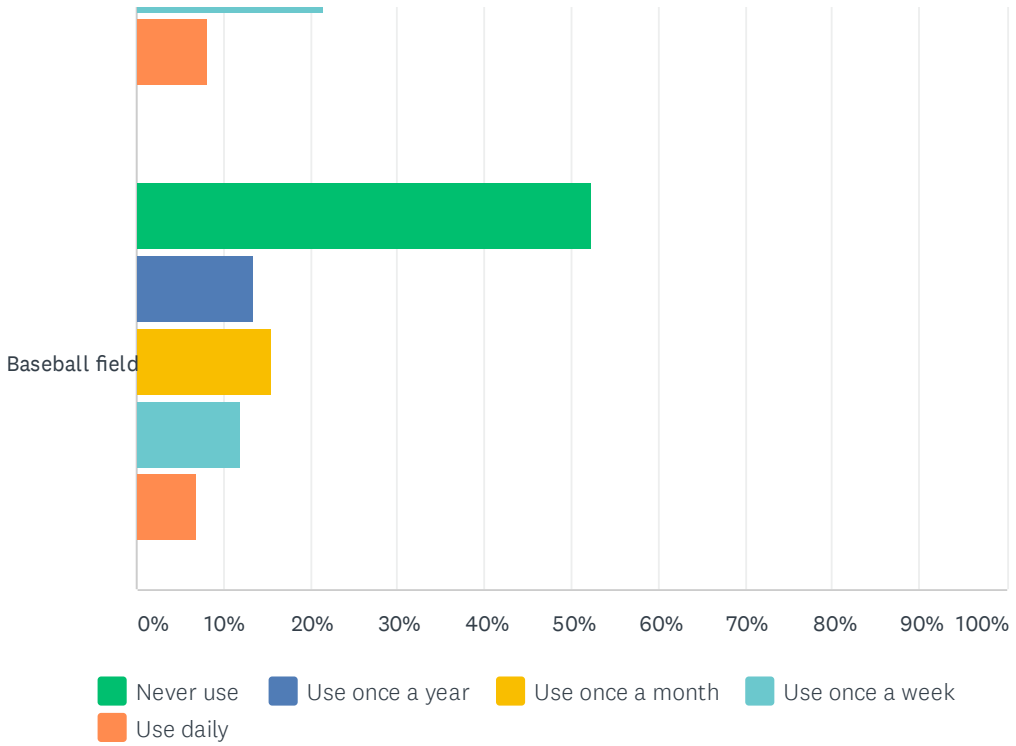
ANSWER CHOICES	RESPONSES	
Yes	45.45%	125
Only during the day	43.64%	120
No	8.73%	24
Other (please explain)	2.18%	6
TOTAL		275

Q7 What areas do you and/or your family use the most?

Answered: 277 Skipped: 12



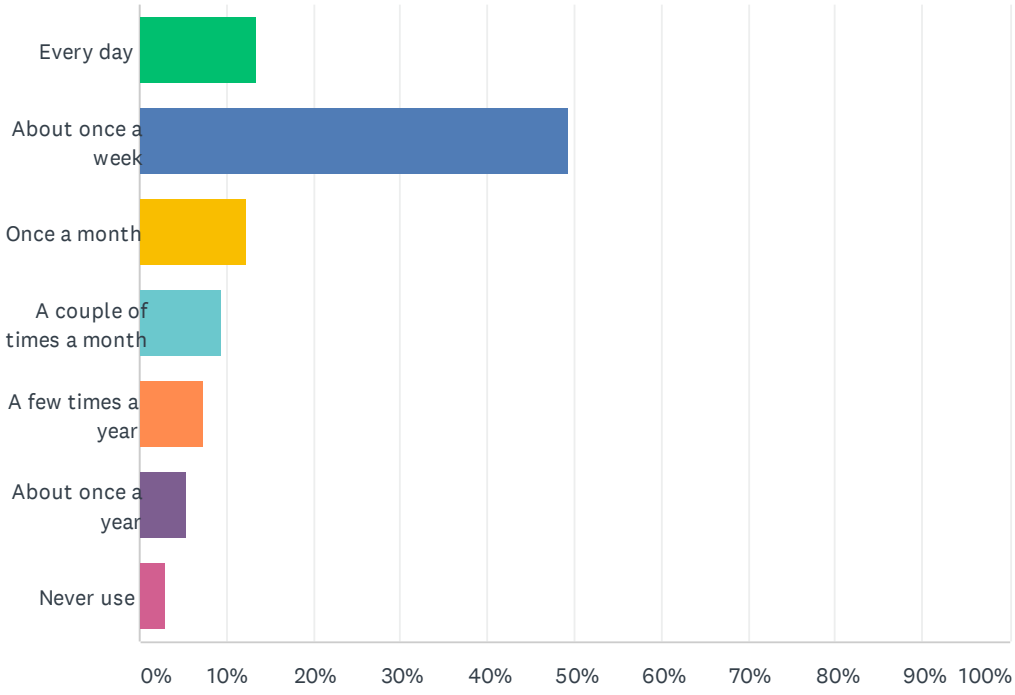
Reggie Rodriguez Park Specific Plan Survey



	NEVER USE	USE ONCE A YEAR	USE ONCE A MONTH	USE ONCE A WEEK	USE DAILY	TOTAL	WEIGHTED AVERAGE
Lawn area(s)	10.07% 27	13.43% 36	20.52% 55	31.72% 85	24.25% 65	268	3.47
Playground	21.27% 57	9.70% 26	16.04% 43	32.84% 88	20.15% 54	268	3.21
Basketball court	25.66% 68	13.58% 36	21.13% 56	28.68% 76	10.94% 29	265	2.86
Picnic Area	28.73% 77	16.04% 43	25.37% 68	21.64% 58	8.21% 22	268	2.65
Baseball field	52.31% 136	13.46% 35	15.38% 40	11.92% 31	6.92% 18	260	2.08

Q8 How often do you use the park?

Answered: 276 Skipped: 13



ANSWER CHOICES	RESPONSES	
Every day	13.41%	37
About once a week	49.28%	136
Once a month	12.32%	34
A couple of times a month	9.42%	26
A few times a year	7.25%	20
About once a year	5.43%	15
Never use	2.90%	8
TOTAL		276

Q9 What issues have you encountered in using park facilities?

Answered: 252 Skipped: 37

#	RESPONSES	DATE
1	This is probably one of the most neglected parks and I hate to say it, it's on the South side where you have lots of families. This definitely needs a facelift and should be priority.	2/16/2021 4:55 PM
2	none	2/13/2021 8:52 PM
3	Trash on location	2/13/2021 8:40 AM
4	Homeless, and dirty bathroom with no toilet paper or hand soap or paper towels.	2/12/2021 11:44 PM
5	Teens making out	2/12/2021 10:42 PM
6	None	2/12/2021 10:03 PM
7	Deteriorated bathrooms, dirty playground and homeless at picnic areas.	2/12/2021 2:55 PM
8	Alot of bums and homeless	2/12/2021 2:02 PM
9	People smoking and drinking	2/12/2021 12:03 PM
10	Bathrooms not clean	2/12/2021 11:51 AM
11	Dirty Restrooms	2/12/2021 10:56 AM
12	Concerned with the safety of the park. I don't go to this park other than to watch the kids play baseball. In December a young man was killed and I'm concerned for the children and young individuals that use the park frequently.	2/12/2021 10:40 AM
13	Restrooms need to be cleaned and redone. It is a great area but needs to be updated. Sometimes wrong crowds of people hanging out there. Having patrol every so often would be nice.	2/12/2021 10:30 AM
14	Trash and homeless	2/12/2021 10:26 AM
15	It's dark	2/12/2021 10:13 AM
16	The bathrooms weren't properly working	2/12/2021 10:06 AM
17	We refuse to use the restrooms there because they are always very dirty. In the event one of us has to use the restroom, we eventually end up cutting our visit short so that we can drive home and use the restroom in the comfort of our own home. There has been times where my children had to rinse their hands with water after eating ice cream and I saw several razor blades thrown on the floor, used condoms, no toilet paper or seat covers, and we weren't able to dry our hands anywhere. I do not recall if the hand dryer/blower was not functioning or if there was not one in place. Regardless, the bathrooms are not kept up where children can access it comfortably. Also, the fact that any type of smoking and drinking alcoholic beverages are allowed in a zone where children play should be prohibited. This is a major factor why I limit park visits due to these encounters. I have respiratory issues and the smell of cigarettes, cigars, marijuana and vapes, triggers my asthma. My concern is that I do not want my children playing in a Park where they are constantly breathing these toxic fumes from someone who is less than 20 feet away. We eventually have to move to a further location and unfortunately, we come across the same situation where again, we have to end our visit to the park early due to the fumes.	2/12/2021 9:17 AM
18	Dirty restrooms	2/12/2021 7:27 AM
19	Homeless people	2/12/2021 5:04 AM
20	Not enough lighting at night. I don't feel safe after the evening.	2/12/2021 4:15 AM
21	Cleanliness, broken glass, people drinking and smoking weed in park, homeless, and dirty restrooms.	2/11/2021 11:49 PM

22	I saw many beer bottles I'm the parking area and I witnessed diarrhea in the wall next to the baseball field.	2/11/2021 10:15 PM
23	None	2/11/2021 8:53 PM
24	Dirty seats, dirty restroom	2/11/2021 8:03 PM
25	Some parks are unkept and not maintained and updated. Not safe at night. Our city needs a dog park too.	2/11/2021 7:00 PM
26	Homeless	2/11/2021 6:41 PM
27	No sports for my Kids to stay active.	2/11/2021 6:20 PM
28	Drug use ,dirty restroom, graffiti	2/11/2021 6:17 PM
29	Restrooms are dirty, basketball courts need enhancements, playground equipment enhancements, better lighting	2/11/2021 6:13 PM
30	Animal waste on the law. Men drinking alcohol and smoking.	2/11/2021 5:24 PM
31	Nothing	2/11/2021 4:58 PM
32	Sketchy people in the parking lot I do not feel safe having my children play there unless I am right beside them	2/11/2021 4:44 PM
33	A lot of people around smoking marijuana, and I have seen more homeless than before in this park.	2/11/2021 4:16 PM
34	Needs lighting at night, needs walking and jogging trails. Like to see nice level soccer field	2/11/2021 4:16 PM
35	Not child friendly	2/11/2021 4:01 PM
36	The bathroom are ugly	2/11/2021 3:53 PM
37	restroom are bad	2/11/2021 3:46 PM
38	The facility is fine. The lingering adults are skeptical.	2/11/2021 3:43 PM
39	Drug use/drinking. Sometimes poor conditions in bathroom	2/11/2021 3:42 PM
40	None	2/11/2021 3:39 PM
41	homeless/drug addict people	2/11/2021 3:34 PM
42	Suspicious carectors	2/11/2021 11:54 AM
43	Dead grass, graffiti, old fence	2/11/2021 9:35 AM
44	None	2/11/2021 9:31 AM
45	Dog poop litter and homeless. Also our parks seem outdated compared to local cities	2/11/2021 9:13 AM
46	Homeless	2/9/2021 8:50 PM
47	homelessness and substance users	2/9/2021 2:51 PM
48	Restrooms are not clean. We need better lit pathways for part of the year when there is less sunlight.	2/5/2021 1:43 PM
49	Reggie is unsafe. Not enough police patrol the area. You many homeless frequent the area. Restrooms are unkept. Never is there soap. Toilets are terribly maintained. Hand dryers fail often	2/3/2021 5:47 PM
50	Dogs not on leashes	2/3/2021 4:15 PM
51	Dog shit	2/3/2021 8:08 AM
52	Too dark at night	2/2/2021 8:15 PM
53	More lights at night	2/2/2021 10:44 AM
54	Safety	2/1/2021 10:46 PM

55	Closed. No workout area/pull up bars, etc. Basketball courts dirty. No basketball nets.	2/1/2021 3:02 PM
56	We would practice here for Soccer. The restrooms were never open and would have homeless people or people with shopping carts in the restroom vicinity. The lights would not turn on during practice. Did not feel safe after the sun goes down..	2/1/2021 12:27 PM
57	There are few rest areas	2/1/2021 11:44 AM
58	Needles Used Condoms All drugs/pills Blood Bullet casings Guns	2/1/2021 10:55 AM
59	There are few comfortable rest areas and related rest facilities	2/1/2021 10:44 AM
60	non applicable	2/1/2021 10:15 AM
61	There are few comfortable rest areas and related rest facilities	2/1/2021 9:10 AM
62	There are few scenic rest areas and related rest facilities	2/1/2021 5:41 AM
63	Worry about the danger of the facilities in the park to children	1/31/2021 9:05 PM
64	A person was killed there recently.	1/31/2021 8:56 PM
65	none	1/31/2021 7:29 PM
66	There are too few devices. Sometimes people queue up to use them	1/31/2021 6:40 PM
67	I didn't get any problem in using the facilities.	1/31/2021 6:24 PM
68	Poor lighting at night. Restroom needs repairs and hardly stocked with supplies.	1/31/2021 8:54 AM
69	There's too much trash	1/31/2021 6:01 AM
70	It 's good, I didn't have any issue.	1/31/2021 1:31 AM
71	So far , I didn't get any issues.	1/31/2021 12:31 AM
72	Restrooms are extremely dirty. Lots of people doing drugs near the restrooms, parking lot and throughout the park	1/31/2021 12:27 AM
73	There are often people walking around the basketball court	1/30/2021 9:48 PM
74	The basketball court is less equipped	1/30/2021 9:42 PM
75	There are fewer walking paths	1/30/2021 9:35 PM
76	Bad parking	1/30/2021 9:27 PM
77	The street lamps are a little dark at night	1/30/2021 9:21 PM
78	There are too few running surfaces in the park	1/30/2021 9:16 PM
79	The basketball court is a bit old	1/30/2021 9:09 PM
80	The children's amusement facilities are not very complete	1/30/2021 9:04 PM
81	At some times, the park is appeared crowded.	1/30/2021 9:03 PM
82	Toilet facilities are old and not cleaned in time	1/30/2021 8:58 PM
83	The picnic communal area is relatively small	1/30/2021 8:51 PM
84	The shared lawn would be better if it were bigger	1/30/2021 8:39 PM
85	There are fewer facilities for children	1/30/2021 8:27 PM
86	The elderly have less exercise equipment	1/30/2021 8:03 PM
87	The light is a little dim at night	1/30/2021 7:56 PM
88	However, there is a lack of monitoring equipment in the park and loopholes exist in safety supervision.There are also dilapidated park hedgerows, public facilities are not sound or damaged	1/30/2021 7:27 PM
89	Safety equipment	1/30/2021 9:05 AM

90	Occasionally many people, lack of peace and ease	1/30/2021 8:37 AM
91	Some items need to be queued	1/30/2021 8:19 AM
92	Swings seem old, before pandemic water fountains not working. Needs to be more cleaner and inviting	1/30/2021 5:36 AM
93	Aging of some facilities	1/30/2021 5:15 AM
94	Lack of an elderly activity area	1/30/2021 4:07 AM
95	The seats on the road are damaged	1/30/2021 3:54 AM
96	Public restrooms are a little sparse	1/30/2021 3:45 AM
97	The parkway is a little shabby	1/30/2021 3:29 AM
98	There aren't many places for children to play	1/30/2021 3:19 AM
99	There are still fewer sports	1/30/2021 3:08 AM
100	The park is not very clean	1/30/2021 2:55 AM
101	Public toilets are not very sanitary	1/30/2021 2:45 AM
102	Parkway was partially damaged	1/30/2021 2:35 AM
103	The sports equipment is partially damaged	1/30/2021 2:25 AM
104	The basketball hoop on the playground is a little crooked	1/30/2021 2:15 AM
105	There is some damage to the park seat	1/30/2021 2:06 AM
106	Several of the lawn stools are broken	1/30/2021 2:00 AM
107	Less green plants, summer is not heatstroke	1/30/2021 1:56 AM
108	Rest positions on the basketball court are a little short	1/30/2021 1:50 AM
109	The park road is not very smooth	1/30/2021 1:44 AM
110	Hygiene is not very good, the equipment is old	1/30/2021 1:42 AM
111	One of the toilets in the toilet is broken	1/30/2021 1:38 AM
112	The overall equipment is relatively simple	1/30/2021 1:30 AM
113	The fence around the football field has some bad spots	1/30/2021 1:28 AM
114	When playing basketball feel the basketball frame shaking, there are safety risks	1/30/2021 1:19 AM
115	Less fitness equipment	1/30/2021 1:12 AM
116	The toilet is not hygienic	1/30/2021 1:09 AM
117	One of the toilets doesn't come out when I go to the bathroom	1/30/2021 1:00 AM
118	The football gate is loose. It's a safety hazard	1/30/2021 12:51 AM
119	No problems, very good	1/30/2021 12:46 AM
120	There aren't many bathrooms	1/30/2021 12:39 AM
121	Some of the stools are broken	1/30/2021 12:39 AM
122	The grass on the football field is a little bad	1/30/2021 12:30 AM
123	The seats are a few wobbly	1/30/2021 12:16 AM
124	Facilities damage	1/30/2021 12:12 AM
125	Add public restrooms in parks	1/30/2021 12:06 AM
126	There is no	1/30/2021 12:00 AM
127	Some of the seats on the football field are broken	1/30/2021 12:00 AM

128	Add public restrooms in parks	1/29/2021 11:54 PM
129	Facilities damage	1/29/2021 11:48 PM
130	The basketball hoop seems to be broken. It's shaking. It's a safety hazard	1/29/2021 11:46 PM
131	Add public restrooms in parks	1/29/2021 11:45 PM
132	Add public restrooms in parks	1/29/2021 11:35 PM
133	Facilities damage	1/29/2021 11:32 PM
134	Add public restrooms in parks	1/29/2021 11:27 PM
135	Overloaded trash bins	1/29/2021 11:26 PM
136	Some of the seats are broken	1/29/2021 11:18 PM
137	Facility damage	1/29/2021 11:18 PM
138	Add public restrooms in parks	1/29/2021 11:17 PM
139	Inadequate public facilities	1/29/2021 11:17 PM
140	Too few lawn seats in the park	1/29/2021 11:08 PM
141	Unsound or damaged public facilities	1/29/2021 11:07 PM
142	Seating facilities are few	1/29/2021 11:05 PM
143	The disorderly	1/29/2021 10:54 PM
144	The basketball hoop can be replaced. It's starting to shake. It's not safe	1/29/2021 10:51 PM
145	When using public facilities while walking in the park, we found that some public facilities were damaged.	1/29/2021 10:49 PM
146	There are no lanes	1/29/2021 10:46 PM
147	No water park	1/29/2021 10:45 PM
148	Some areas need to be reinforced	1/29/2021 10:38 PM
149	A piece of the grass on the football pitch is broken and needs mending	1/29/2021 10:37 PM
150	Lots of holes in grass. Trip easily. High drug use. Smells like marijuana and even located needles by dugout. Increase of transient people. Park is poorly lit and monitored.	1/29/2021 10:37 PM
151	I had no problems	1/29/2021 10:37 PM
152	Poor facilities for children	1/29/2021 10:23 PM
153	There are so few benches in the park that some of the paint is off	1/29/2021 10:16 PM
154	It is not taken care of anymore. Restroom are dirty, the court is outdated, there are not enough picnic tables, and the playground is outdated. ALso, there seems to be a lot of scary ppl hanging out there.	1/29/2021 10:12 PM
155	Poor facilities for children	1/29/2021 10:01 PM
156	There are so many people on the basketball court that sometimes children can only watch but not play	1/29/2021 10:00 PM
157	Homeless people... teenagers smoking in the parking lot and doing other things not park related	1/29/2021 9:46 PM
158	Poor facilities for children	1/29/2021 9:44 PM
159	Clean and perfect	1/29/2021 9:43 PM
160	Children's facilities are not many, I took the children to, there is no, many children, children's facilities are few	1/29/2021 9:42 PM
161	Restroom	1/29/2021 9:39 PM

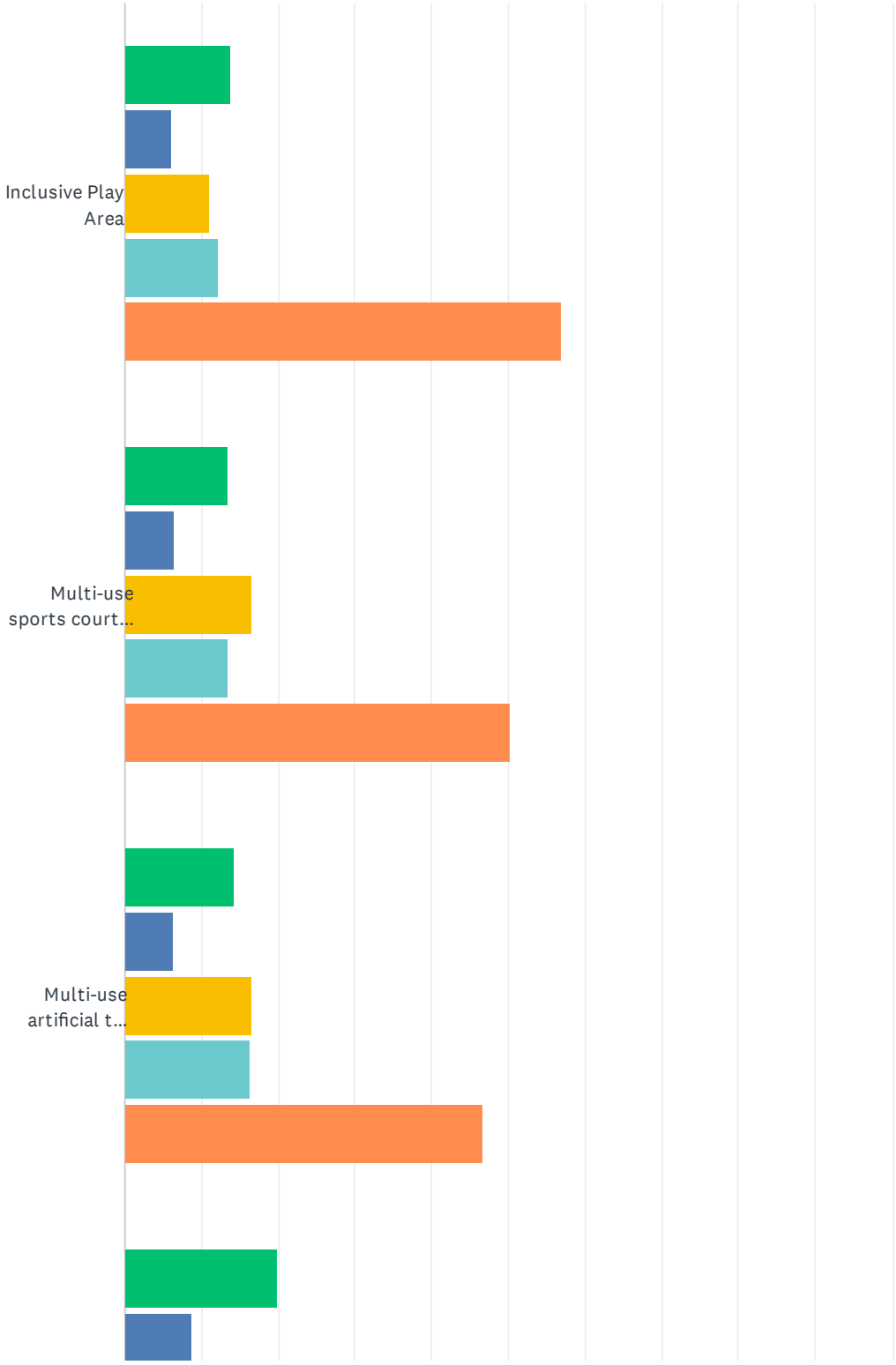
162	unleashed dogs, Homeless people that seem to be mentally ill	1/29/2021 8:46 PM
163	There are few recreational facilities for children	1/29/2021 8:42 PM
164	No, when the kids go to the basketball court, someone goes to the basketball court, can't play	1/29/2021 8:41 PM
165	Sometimes it's not convenient to go to the toilet	1/29/2021 8:13 PM
166	No issues	1/29/2021 8:01 PM
167	Very clean	1/29/2021 7:57 PM
168	Not much to do there	1/29/2021 7:24 PM
169	Litter, dirty benches, unsafe large gatherings	1/29/2021 5:42 PM
170	In the past.....loitering	1/29/2021 2:58 PM
171	Drug transactions and gang member gatherings	1/29/2021 2:37 PM
172	Restroom cleanliness	1/29/2021 1:39 PM
173	Just doesn’t feel safe since there is never security. Stopped going because does not feel safe.	1/29/2021 1:28 PM
174	Garbage scattered	1/29/2021 1:11 PM
175	No running path	1/29/2021 12:51 PM
176	The play grounds not staying open. Trash around area. Homeless sleeping around park.	1/29/2021 12:53 AM
177	Safety.	1/28/2021 10:55 PM
178	Weirdos hanging out at the benches.	1/28/2021 10:14 PM
179	i like that it has where to park comfortably	1/28/2021 8:46 PM
180	There’s not enough lighting. We’ve gone for baseball practices and it doesn’t feel safe anywhere away from the baseball fields at night.	1/28/2021 8:26 PM
181	None of the above	1/28/2021 7:59 PM
182	Lights for night walks	1/28/2021 7:15 PM
183	This is not the only park I utilize. I utilized Potrero heights park, 5 days a week for extended day care. There were issues with homeless, drug users, and people causing disorder. There is no park ranger and no park staff to deal with these issues.	1/28/2021 5:41 PM
184	I have seen personally but I have heard of bad people going there occasionally	1/28/2021 4:45 PM
185	The biggest issues we have are the transients that come and go. I do not feel safe having my kids around them. I also feel it does not have enough covered picnic areas.	1/28/2021 3:47 PM
186	No lights after dark in the summer	1/28/2021 2:47 PM
187	Homelessness	1/28/2021 1:32 PM
188	Drunks, drugees , and homeless	1/28/2021 1:01 PM
189	Homeless setting up in front of bathrooms, bleachers looked like they haven’t been sprayed down in months, Large holes in the lawn area	1/28/2021 12:42 PM
190	No maintenance, restroom is always closed. Poor lighting.	1/28/2021 11:44 AM
191	Not safe	1/28/2021 11:05 AM
192	Young teens having sex. My kid and I left and couldn't believe what I was seeing in broad daylight.	1/28/2021 9:40 AM
193	Dirty restroom, homeless people in parking lot all day and more at night.	1/28/2021 9:27 AM
194	None. I've driven by and the park does not offer much for active use besides walking around	1/28/2021 8:56 AM
195	None	1/28/2021 8:42 AM
196	Is not a clean park, restrooms are dirty park needs to get remodeled!.	1/28/2021 8:37 AM

197	it’s a really ugly park	1/28/2021 8:30 AM
198	needs improvement in bathrooms	1/28/2021 8:30 AM
199	None	1/28/2021 8:27 AM
200	Dirty, old, or closed restroom. Trash and graffiti on kids playground.	1/28/2021 12:06 AM
201	Bathroom is always very unwell kept. There is always trash in the playground area mixed with floor rubber. Its pretty dark in alot of areas.	1/27/2021 11:39 PM
202	Dirty restroom	1/27/2021 7:03 PM
203	Children playground needs to be update	1/27/2021 3:04 PM
204	More lighting Maybe even having security	1/27/2021 1:51 PM
205	Overall park needs to be updated.	1/27/2021 9:57 AM
206	people using drugs drinking alcohol and people getting kill in the park	1/27/2021 6:15 AM
207	It needs a better playground, better parking lot. No smoke signs. Workout machines for the public.	1/27/2021 1:17 AM
208	The restrooms don’t feel safe, they are too small and not clean.	1/27/2021 12:58 AM
209	Mariguana use	1/26/2021 10:52 PM
210	None	1/26/2021 8:17 PM
211	Not enough parking during sports activities and security	1/26/2021 8:02 PM
212	None	1/26/2021 7:02 PM
213	Bathrooms are sub standard.	1/26/2021 6:00 PM
214	Homeless and secluded and dark	1/26/2021 4:45 PM
215	Lot of homeless and stretchy encounters	1/26/2021 4:06 PM
216	Lack of lighting and the bathrooms could benefit from renovations.	1/26/2021 3:32 PM
217	There are to many homeless people around the park.	1/26/2021 3:00 PM
218	Drug abuse	1/26/2021 2:47 PM
219	Restroom, the ones outside not so clean. And wainos.	1/26/2021 2:43 PM
220	Nope	1/26/2021 2:35 PM
221	A lot of homeless and not a lot of police patrolling	1/26/2021 2:21 PM
222	I’m a mother trying to loose the baby weight a walking path or cement going all around the park would be nice. There’s only certain places I can walk with a stroller or the children can ride a bike.	1/26/2021 2:08 PM
223	There is suspicious looking men lurking the area	1/26/2021 12:51 PM
224	Dirty, druggies	1/26/2021 12:43 PM
225	People smoke mariguana most of the time we go smells.	1/26/2021 12:42 PM
226	Homeless people scare the kids	1/26/2021 12:35 PM
227	Bathrooms	1/26/2021 12:26 PM
228	Strange people	1/26/2021 12:17 PM
229	The only thing that bothers me is that people take their dogs and don’t have a leash on. Sometimes the dogs come and jump on us like playing but I don’t really appreciate that. I don’t have anything against dogs but I don’t want them all over me.	1/26/2021 12:17 PM
230	People drinking and cholos	1/26/2021 11:49 AM
231	Need an upgrade	1/26/2021 11:32 AM

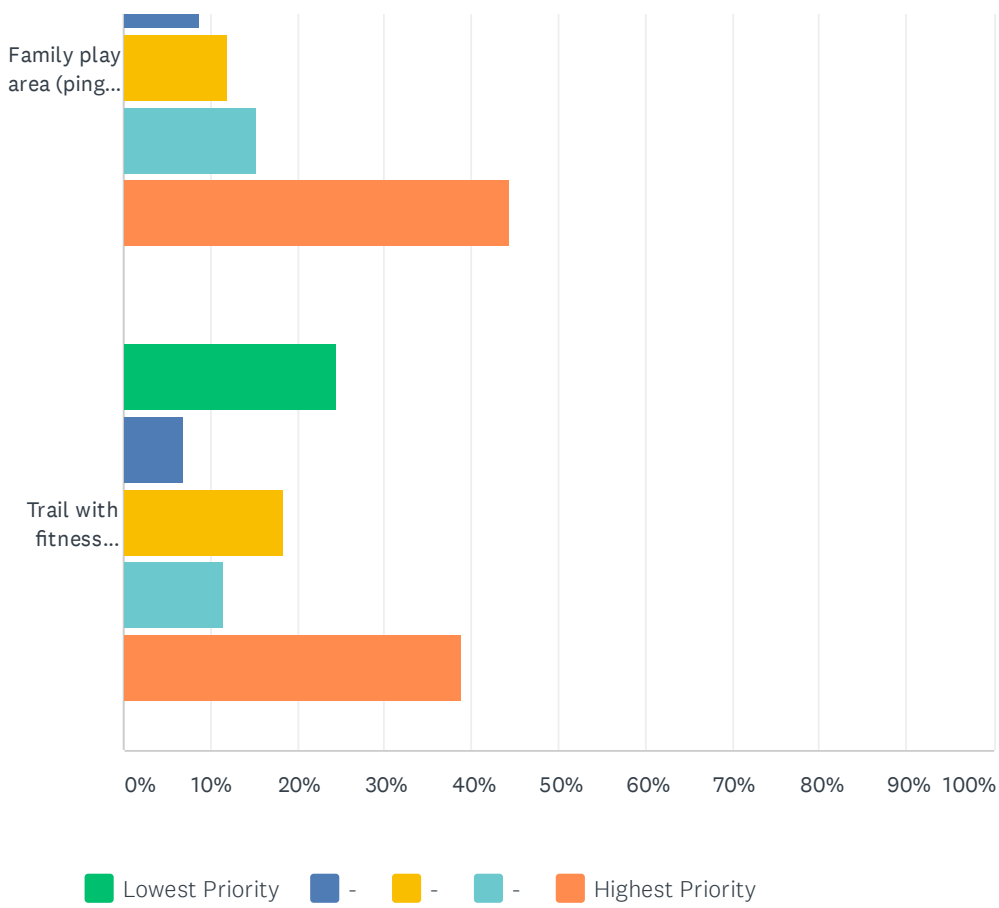
232	Lack of supervision lack of lighting huge homeless issues dirty and some spray paint in area. The park needs to feel more welcoming with nice curb appeal. The restrooms definitely need to be addressed and made more modern and nicer. I feel from time to time police and staff spot checks would be helpful.	1/26/2021 11:29 AM
233	The Homeless that are by the parking area and restrooms. I don't feel the restrooms are clean and safe.	1/26/2021 11:24 AM
234	Bums smoking and drinking	1/26/2021 11:20 AM
235	It doesn't feel safe at night. Not necessarily the park itself but the surrounding areas.	1/26/2021 11:18 AM
236	People smoking weed and other illegal activities.	1/26/2021 11:14 AM
237	The park is outdated (including the courts, playarea and community center). I live really close by Reggie park but prefer to drive to Whittier to use their parks.	1/26/2021 11:14 AM
238	Homeless people hanging around.	1/26/2021 11:11 AM
239	Need a soccer field with goals and plenty of lighting. Need nice walking and jogging trails	1/26/2021 11:09 AM
240	Too many weed smokers and pet owners who don’t pick up their dog’s mess	1/26/2021 11:06 AM
241	Non, it’s pretty clean.	1/26/2021 11:01 AM
242	Safety and lighting	1/26/2021 10:57 AM
243	Sometimes on the lawn there are homeless sleeping in the grass and they urinate next to the trees. The restrooms are really dirty I don’t even want to use them. I have my kids go before we leave. The playground needs repair or update.	1/26/2021 10:54 AM
244	N/A	1/26/2021 10:50 AM
245	None	1/26/2021 10:45 AM
246	none	1/26/2021 10:44 AM
247	Dirty bathrooms, homeless	1/26/2021 10:39 AM
248	N/A	1/26/2021 10:35 AM
249	NA	1/26/2021 10:34 AM
250	A lot of homeless smoking. Or taking over tables	1/26/2021 10:33 AM
251	Dirty slides,poop on lawns. Dirty tables some kids can be mean random people seating in front of playground staring	1/26/2021 10:32 AM
252	security, cleanliness of restroom	1/26/2021 10:29 AM

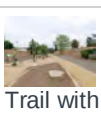
Q10 Specific Park Amenities:Please tell us your priority for including the following potential park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 264 Skipped: 25



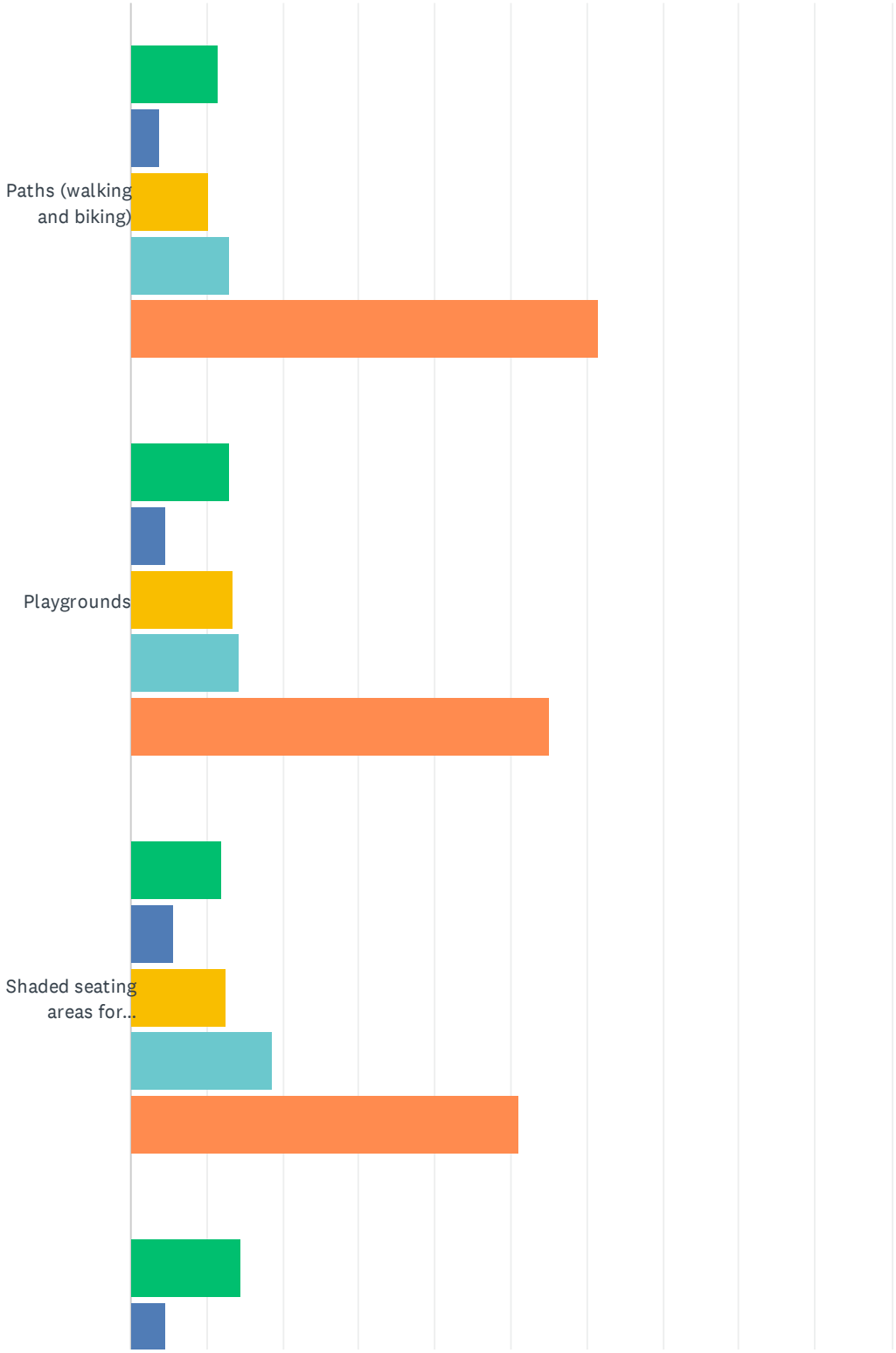
Reggie Rodriguez Park Specific Plan Survey



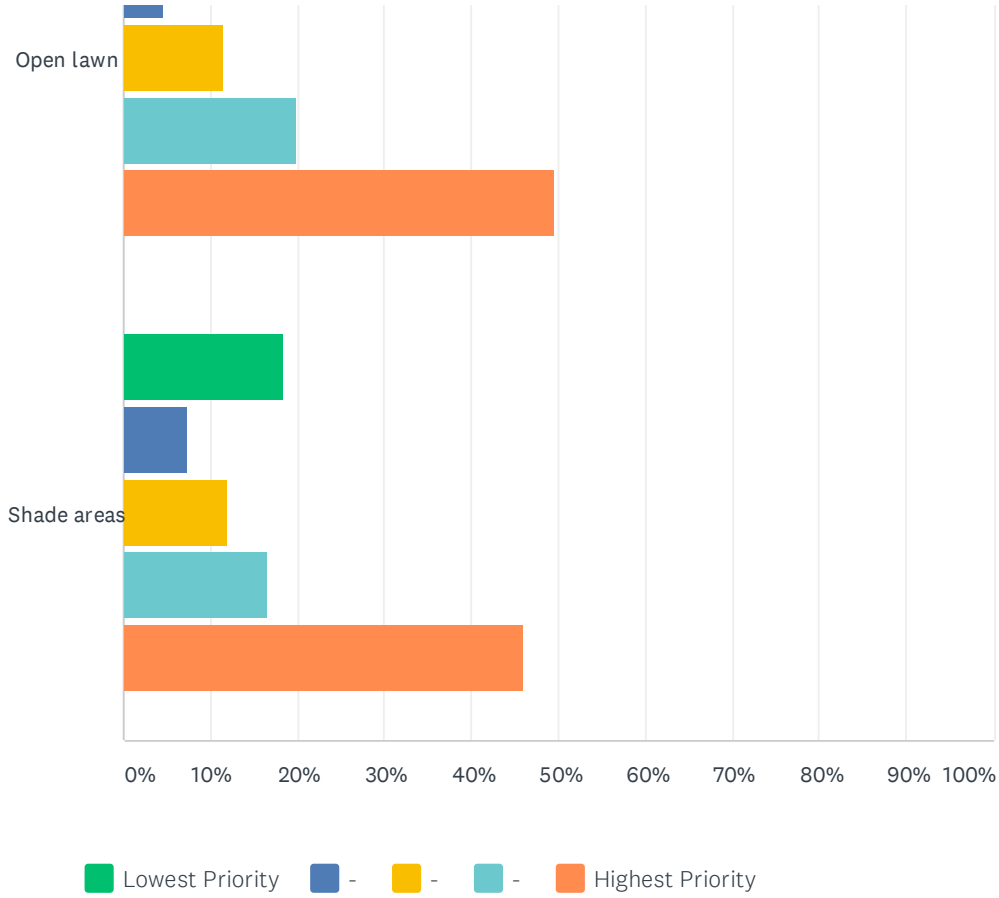
	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Inclusive Play Area	13.74% 36	6.11% 16	11.07% 29	12.21% 32	56.87% 149	262	3.92
 Multi-use sports court (one court)	13.41% 35	6.51% 17	16.48% 43	13.41% 35	50.19% 131	261	3.80
 Multi-use artificial turf field (small)	14.29% 37	6.18% 16	16.60% 43	16.22% 42	46.72% 121	259	3.75
 Family play area (ping pong, corn hole, etc.)	19.85% 52	8.78% 23	11.83% 31	15.27% 40	44.27% 116	262	3.55
 Trail with fitness equipment	24.43% 64	6.87% 18	18.32% 48	11.45% 30	38.93% 102	262	3.34

Q11 New Park Amenities:Please tell us your priority for updating the following general park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 263 Skipped: 26



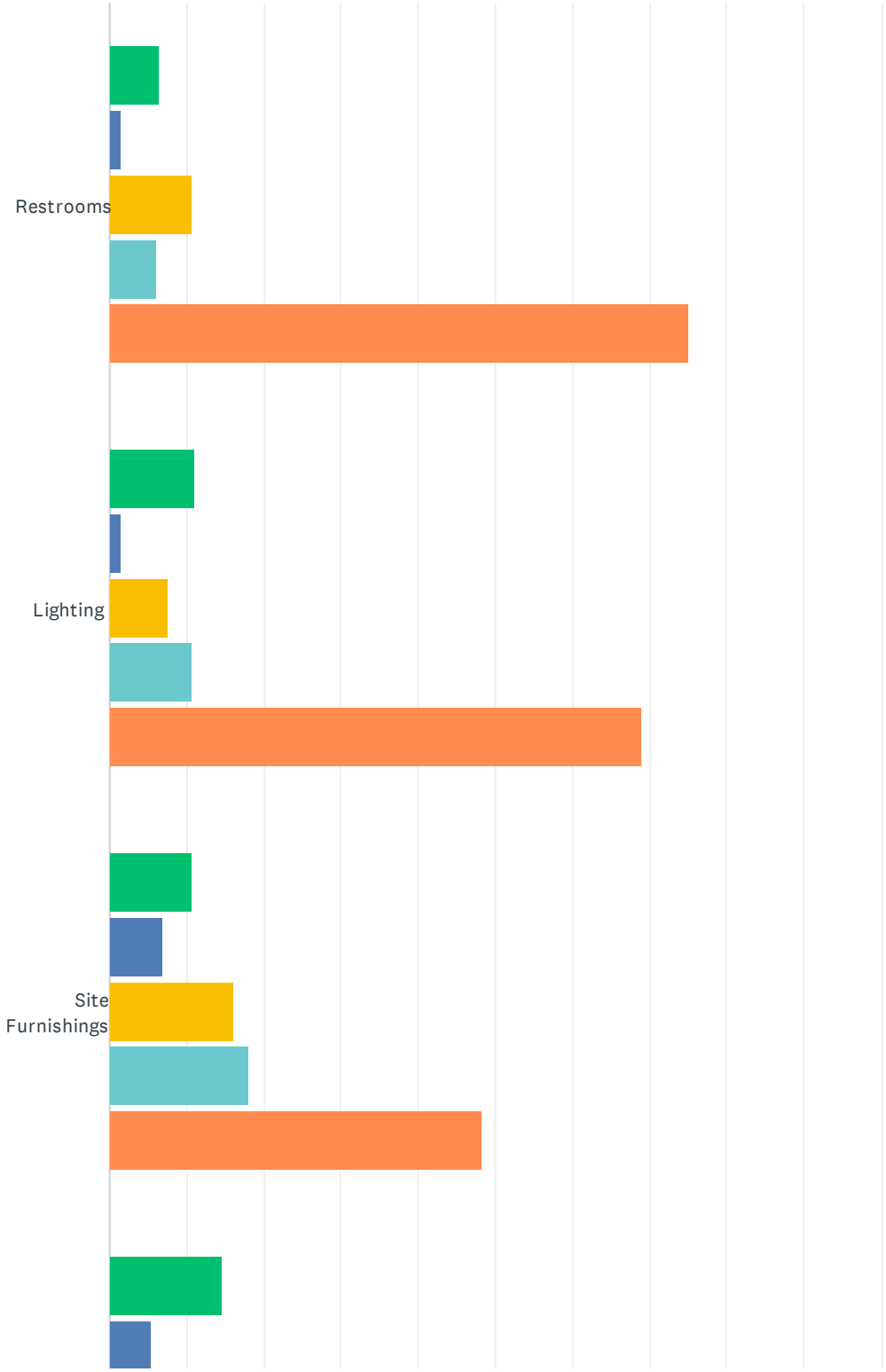
Reggie Rodriguez Park Specific Plan Survey



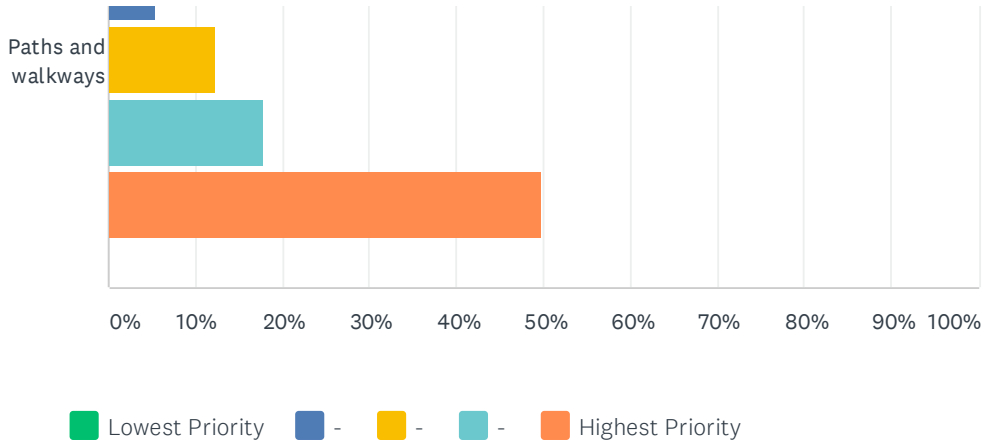
	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Paths (walking and biking)	11.41% 30	3.80% 10	10.27% 27	12.93% 34	61.60% 162	263	4.10
 Playgrounds	12.98% 34	4.58% 12	13.36% 35	14.12% 37	54.96% 144	262	3.94
 Shaded seating areas for social gatherings	11.83% 31	5.73% 15	12.60% 33	18.70% 49	51.15% 134	262	3.92
 Open lawn	14.50% 38	4.58% 12	11.45% 30	19.85% 52	49.62% 130	262	3.85
 Shade areas	18.39% 48	7.28% 19	11.88% 31	16.48% 43	45.98% 120	261	3.64

Q12 Improved Park Amenities:Please tell us your priority for updating the following general park amenities in the site plan from lowest to highest. (Note, please try to select an amenity in each column and limit response to 3 checks per priority).

Answered: 262 Skipped: 27



Reggie Rodriguez Park Specific Plan Survey



	LOWEST PRIORITY	-	-	-	HIGHEST PRIORITY	TOTAL	WEIGHTED AVERAGE
 Restrooms	6.51% 17	1.53% 4	10.73% 28	6.13% 16	75.10% 196	261	4.42
 Lighting	11.07% 29	1.53% 4	7.63% 20	10.69% 28	69.08% 181	262	4.25
 Site Furnishings	10.73% 28	6.90% 18	16.09% 42	18.01% 47	48.28% 126	261	3.86
 Paths and walkways	14.67% 38	5.41% 14	12.36% 32	17.76% 46	49.81% 129	259	3.83

Q13 Do you have any thoughts or feedback on the site plan shown above? Your computer may be able to zoom in on this plan at https://i.imgur.com/EAcLVHU.jpg

Answered: 184 Skipped: 105

#	RESPONSES	DATE
1	Looks pretty comprehensive. I definitely think that priority should be given to family areas and the soccer/sports fields and playground areas because I feel that would be highly utilized in this area, above the trail loop or even the fitness stations.	2/16/2021 4:59 PM
2	will the parking lot have permeable asphalt?	2/13/2021 8:57 PM
3	I would really add the bathroom sould only be used with a key given by personal to enter. To many homeless or drug addicts use and dirty bathrooms our children use.	2/12/2021 11:49 PM
4	None	2/12/2021 10:04 PM
5	Additional picnic areas	2/12/2021 2:58 PM
6	No	2/12/2021 2:05 PM
7	I'd like to see more open areas where sports can't take over. I have a 1 year old and 8 year old and they love to just run around on the grass	2/12/2021 12:08 PM
8	The plan looks very nice, i love all the new amenities and areas to play. My only concern would be that there are too many multi use sports fields. I believe the single baseball area is enough, or one other on the top left corner, seeing that a path would be near this area which could be open field for a multitude of activities. Everything else looks great.	2/12/2021 11:13 AM
9	No	2/12/2021 10:42 AM
10	Love the plan! Hope it gets approved and will be completed.	2/12/2021 10:34 AM
11	I think it would be nice to have a trail going around the perimeter of the park with lights for those who want to run in low light conditions	2/12/2021 10:13 AM
12	I would highly suggest a connected bike trail especially for the children where they can use the trail to circle the park completely (or at least a good portion of the park). Please consider this suggestion as my children love to ride their bikes, however, it is difficult to find any safe areas to do so nearby. I feel that the park is large enough to continue the trail loop from area 5/6 on the layout passing to the west side of area 7, east side of area 1 and finally connect to the opposite end of the orange dotted route. Again, I strongly encourage you take this suggestion into consideration and allow the lanes to be wide enough or consider a one way trail with sign's posted "One Way Only" to avoid bike accidents/injuries. Thank you.	2/12/2021 9:49 AM
13	Excited for the new walking trail and playground area. Definitely consider adding more lighting, for security purposes	2/12/2021 4:18 AM
14	I take my son to many parks to play sports, exercise, play in the playground, and have his birthday parties. Montebello has not fixed up their parks and neglect the cleanliness. Before COVID I put my son in sports in Pico Rivera because they have did an awesome job improving their parks and youth sports. I hope Montebello does the same. If there is more positivity in the city there will be much less negativity. Children deserve to feel safe.	2/12/2021 12:02 AM
15	I think that it's important for the city to keep parks and recreation clean and accessible for people of color and low income.	2/11/2021 10:18 PM
16	It's a small park. Less is more	2/11/2021 8:58 PM
17	Great ideas, hopefully all montebello parks can be enhanced with the layouts/pictures provided to a certain degree and along the city budget/grants	2/11/2021 6:19 PM

18	Overall this new plan should improve our parks for our children.	2/11/2021 5:34 PM
19	When visiting the park the basketball court is always occupied. I feel that a multi-purpose court would continue to be occupied mostly by the basketball players, leaving the other options completely unused	2/11/2021 4:47 PM
20	Needs nice trails to run, walk. Like to see a bigger soccer field	2/11/2021 4:23 PM
21	The plan is good, more than anything we need activities for our kids at low cost, and at a time were working parents are able to take them. The schedules that the city provide are no friendly for working parents. With a 8 hours normal schedule.	2/11/2021 4:22 PM
22	Would Love bike trail for my kids, often we leave the city to ride	2/11/2021 3:48 PM
23	Suspicious people hanging at the park	2/11/2021 11:56 AM
24	I hope the trees ate full grown from the beginning!	2/11/2021 9:43 AM
25	I really don't think this park needs charging stations. I know the park plan is probably set in stone, but putting a dog park would be cool.	2/11/2021 9:33 AM
26	Add water fountains for dogs and humans also poop baggies. I would also love to see a dog park.	2/11/2021 9:16 AM
27	Keeping it clean and safe.	2/9/2021 8:51 PM
28	safety and updated kids play area	2/9/2021 2:53 PM
29	Parking is an issue, perhaps allow for parking in the dead end zone on the west end of the park. Walking trail is too Short, a DG trail that loops east of the soccer field could easily fit	2/3/2021 5:55 PM
30	I dont see that a paved walking trail. That would be great.	2/3/2021 4:18 PM
31	No	2/2/2021 11:29 AM
32	What happens to the trail loop on the east side? Keep the fitness area way from game areas not to involve conflict. With players and spectators. Also, minimize the baseballs fields to two.... there really is t any parking for that many guests and the impact to the neighborhood would be worse off. Sometimes less is more.	2/1/2021 3:47 PM
33	Overall feel good, hope to ensure the lighting effect at night, ensure enough safety at night	2/1/2021 11:54 AM
34	No	2/1/2021 10:57 AM
35	Ensure the lighting effect at night, ensure enough safety at night	2/1/2021 10:49 AM
36	many residents own dogs . please consider adding a dog park for Montebello residents !!	2/1/2021 10:17 AM
37	Ensure the lighting effect at night, ensure enough safety at night	2/1/2021 9:12 AM
38	Good. Hope to make sure the lighting is good at night	2/1/2021 5:44 AM
39	I think the plan is great	1/31/2021 9:09 PM
40	Looks great, just want to be a safe space to go to.	1/31/2021 8:59 PM
41	no	1/31/2021 7:33 PM
42	It looks better to add some more greens In the right side corner of multi-use sports field.	1/31/2021 6:31 PM
43	not	1/31/2021 6:03 AM
44	The multi–sports courts is quite big.I 'm expecting to use it.	1/31/2021 1:40 AM
45	Please add more restrooms if possible.	1/31/2021 12:42 AM
46	Not quite good	1/30/2021 9:50 PM
47	Good good	1/30/2021 9:44 PM
48	Good. Finally, a nice place to walk every day	1/30/2021 9:38 PM
49	Good, good. Finally a good park	1/30/2021 9:31 PM

50	I hope you can take the lighting situation into account	1/30/2021 9:23 PM
51	The increase in the area of the playground makes it suitable for running and walking	1/30/2021 9:18 PM
52	I hope there are plenty of parking Spaces.	1/30/2021 9:15 PM
53	The basketball court is a bit old and I want to update it	1/30/2021 9:12 PM
54	Add more children's amusement facilities in the family area	1/30/2021 9:06 PM
55	I hope the bathroom can be redecorated	1/30/2021 9:01 PM
56	The lawn rest area was intended to be larger	1/30/2021 8:55 PM
57	Lawn playground area hope to be a little bigger	1/30/2021 8:47 PM
58	It is hoped that the facilities for children are well developed	1/30/2021 8:33 PM
59	Hope to build more places for elderly equipment activities	1/30/2021 8:10 PM
60	I wish I could rearrange the lighting	1/30/2021 7:59 PM
61	No water park	1/30/2021 7:32 PM
62	The overall effect is very good. I hope to pay attention to the lighting effect, which is very important	1/30/2021 8:42 AM
63	It's perfect	1/30/2021 8:27 AM
64	Looks great	1/30/2021 5:39 AM
65	I hope the infrastructure is improving	1/30/2021 5:21 AM
66	You can add a senior activity area	1/30/2021 4:09 AM
67	A special activity area for the elderly can be added	1/30/2021 4:01 AM
68	Two more public restrooms could be added	1/30/2021 3:48 AM
69	Don't complain	1/30/2021 3:38 AM
70	A special playground for children can be added	1/30/2021 3:22 AM
71	A sitting area could be added	1/30/2021 3:11 AM
72	The courthouse could be swapped for the basketball court	1/30/2021 3:00 AM
73	You can add more plants	1/30/2021 2:37 AM
74	You can add some sports, such as tennis, etc	1/30/2021 2:28 AM
75	The courthouse can be moved to a corner to avoid too much noise	1/30/2021 2:18 AM
76	The road is narrow	1/30/2021 2:08 AM
77	Toilet installs a few more, a little little, inconvenient	1/30/2021 2:02 AM
78	There are fewer places for children to play	1/30/2021 1:58 AM
79	There should be another basketball court,	1/30/2021 1:52 AM
80	There could be more plants	1/30/2021 1:46 AM
81	No water park	1/30/2021 1:45 AM
82	The parking lot is a little off. It's not easy to park	1/30/2021 1:40 AM
83	There are fewer toilet buildings	1/30/2021 1:32 AM
84	The bathroom's a little short	1/30/2021 1:32 AM
85	The facilities for children are a little sparse	1/30/2021 1:22 AM
86	Less fitness equipment	1/30/2021 1:15 AM
87	The parking lot is a little small.	1/30/2021 1:11 AM

88	Public toilets should be built a few more, a little less	1/30/2021 1:02 AM
89	The open beta is a little short	1/30/2021 12:53 AM
90	No problems, very good	1/30/2021 12:48 AM
91	The scale of family activities is too small	1/30/2021 12:45 AM
92	I think it's perfect,	1/30/2021 12:42 AM
93	Perfect, okay	1/30/2021 12:32 AM
94	The parking lot feels a little small, but otherwise it's perfect	1/30/2021 12:19 AM
95	No water park	1/30/2021 12:14 AM
96	Add public restrooms in parks	1/30/2021 12:09 AM
97	It feels good. It's a beautiful park	1/30/2021 12:06 AM
98	There is no	1/30/2021 12:05 AM
99	Add public restrooms in parks	1/30/2021 12:00 AM
100	No water park	1/29/2021 11:51 PM
101	Seat seven, can we put some facilities for children	1/29/2021 11:49 PM
102	Add public restrooms in parks	1/29/2021 11:47 PM
103	Add public restrooms in parks	1/29/2021 11:39 PM
104	No water park	1/29/2021 11:35 PM
105	More than willing to provide volunteers with construction materials	1/29/2021 11:29 PM
106	It feels good. I just feel like the kids' park has few facilities	1/29/2021 11:28 PM
107	No water park	1/29/2021 11:21 PM
108	Insufficient fitness equipment	1/29/2021 11:21 PM
109	Add public restrooms in parks	1/29/2021 11:20 PM
110	It feels very human to me, very reasonable	1/29/2021 11:10 PM
111	Add park seating and public restrooms	1/29/2021 11:10 PM
112	No water park	1/29/2021 11:10 PM
113	Green coverage rate is still a little less	1/29/2021 11:00 PM
114	I think the plan is very humanized, meeting people's travel needs. If the environment on the path is better, it will be more perfect.	1/29/2021 10:59 PM
115	Water park	1/29/2021 10:56 PM
116	I feel good, I feel very comfortable,	1/29/2021 10:56 PM
117	No water park	1/29/2021 10:51 PM
118	Very good, no suggestions	1/29/2021 10:50 PM
119	Water park	1/29/2021 10:48 PM
120	I feel the plan is perfect, very practical	1/29/2021 10:41 PM
121	Plan for parking or surveillance?	1/29/2021 10:40 PM
122	No water park	1/29/2021 10:38 PM
123	No water park	1/29/2021 10:25 PM
124	No water park	1/29/2021 10:19 PM
125	Just make the number one a children's playground	1/29/2021 10:19 PM

126	Bike paths would be awesome	1/29/2021 10:15 PM
127	No water park	1/29/2021 10:10 PM
128	No Waterborne Facilities	1/29/2021 10:03 PM
129	There are so many people on the basketball court that sometimes children can only watch but not play	1/29/2021 10:03 PM
130	Looks good	1/29/2021 9:49 PM
131	No water park	1/29/2021 9:47 PM
132	I personally like to have rockery in the park and I would like to see rockery with fountains	1/29/2021 9:46 PM
133	More equipment is expected to be added	1/29/2021 9:46 PM
134	I like it. You managed to squeeze everything in.	1/29/2021 8:48 PM
135	The overall effect is perfect, but I think there should be rockery and running river, more perfect	1/29/2021 8:48 PM
136	Water facilities	1/29/2021 8:47 PM
137	Very good plan I like it. Can not wait to visit	1/29/2021 8:08 PM
138	Add colorful plants and flowers to beautify the park	1/29/2021 7:28 PM
139	It would be great to extend the trail loop/path to the entrance on Walnut St. to make pedestrian access easier	1/29/2021 3:23 PM
140	All parks need more security surveillance as in cameras or more police patrolling	1/29/2021 2:39 PM
141	I think it is good feasible and really helpful to the people in community	1/29/2021 1:13 PM
142	Looks good for the space available. A cushioned running path is important to me more than it's attenede use, but it also makes people explore all ends of the park which is also good for safety. Almansor Park in Alhambra is an excellent park as a reference.	1/29/2021 12:58 PM
143	Please make this happen: we need better parks and need to feel safe.	1/28/2021 10:58 PM
144	i would like you to havr some whater area for the summer	1/28/2021 8:48 PM
145	I’m not sure how important the family activity area is, I think it’ll get tagged and messed up pretty quickly.	1/28/2021 8:30 PM
146	No	1/28/2021 8:00 PM
147	Lights?	1/28/2021 7:18 PM
148	The park was already well laid out. The inclusion of a soccer field, more baseball fields, and walking path are welcomed and will serve the community well - as long as there's increased lighting and less bushes covering path.	1/28/2021 5:43 PM
149	Snack bar for teams to utilize to fundraise.	1/28/2021 12:47 PM
150	Need more baseball fields to support our local league. Kids are going to other city's to play baseball.	1/28/2021 11:47 AM
151	Looks great!	1/28/2021 9:33 AM
152	That's a good site plan	1/28/2021 8:58 AM
153	Looks good	1/28/2021 8:44 AM
154	No	1/28/2021 8:32 AM
155	This would be amazing!!	1/28/2021 8:29 AM
156	Looks good, especially moving basketball area to be bigger. Hope there will be enough lighting so kids can practice here in the night. Also maybe adding in sanitation stations and dog bags for people with dogs.	1/27/2021 11:43 PM
157	I think it would be awesome	1/27/2021 7:06 PM

158	No	1/27/2021 3:08 PM
159	more police activity in the park not safe	1/27/2021 6:17 AM
160	No	1/27/2021 1:19 AM
161	Looks good	1/27/2021 1:00 AM
162	I'm ok.	1/26/2021 8:24 PM
163	Not at the moment	1/26/2021 7:04 PM
164	The large baseball field should be big enough to accommodate a large soccer field.	1/26/2021 6:18 PM
165	More lights	1/26/2021 4:07 PM
166	I like the layout being presented to us. :)	1/26/2021 3:41 PM
167	I think its a good plan but should work on something for the homeless.	1/26/2021 3:40 PM
168	Needs more lighting.	1/26/2021 2:45 PM
169	No	1/26/2021 2:36 PM
170	On #8 will the fitness trail have grass, rubber, sand, dirt or cement. Please have the community parents in mind when approving plans making it easier to get around with children either with a stroller, trikes, power wheel	1/26/2021 2:16 PM
171	None	1/26/2021 12:28 PM
172	Looks great!	1/26/2021 12:28 PM
173	I think a water play area would be good in the future.	1/26/2021 12:24 PM
174	No	1/26/2021 12:15 PM
175	I love it	1/26/2021 11:50 AM
176	That’s great!	1/26/2021 11:33 AM
177	Well done	1/26/2021 11:33 AM
178	It looks perfect! I can’t wait to get out there with my kids. If improvements are possible.	1/26/2021 11:22 AM
179	Soccer field looks too small. Like to see a full size turf field	1/26/2021 11:17 AM
180	Anything updated and more modern with walking areas is totally fine with me. So excited and hoping these roll out!	1/26/2021 11:16 AM
181	I like	1/26/2021 11:03 AM
182	No	1/26/2021 10:47 AM
183	N/a	1/26/2021 10:35 AM
184	looks greatr	1/26/2021 10:30 AM

Q14 As a part of the Prop 68 grant application, the District is looking for volunteers or partners that can assist with funding (as a donor with donor recognition), help provide materials, and/or assist with volunteer hours on activities such as: planting trees, helping with art in the park projects (paint murals, install mosaics, etc.), creating or restoring some of the natural habitat, and/or other similar activities. If you are interested in any of these partner or volunteer opportunities, please provide a comment below along with your email. Thank you!

Answered: 138 Skipped: 151

#	RESPONSES	DATE
1	I can definitely help plant trees or laying/installing mosaics. Anything that beautifies and enhances our environment for the betterment of our community, i'm in!	2/16/2021 5:00 PM
2	vivianahernandezthebest@gmail.com	2/12/2021 11:50 PM
3	glass13hk@yahoo.com	2/12/2021 10:06 PM
4	I'd be interested in volunteering Stevensotelo30@yahoo.com	2/12/2021 12:10 PM
5	Yes, my children and I would LOVE to volunteer our time to assist and beautify our local park. I grew up in Montebello and I plan on having my children grow up here also. It would be an honor to participate in enhancing our recreational park. My email is tkobaissi@gmail.com	2/12/2021 9:54 AM
6	Raineamaya@aol.com	2/11/2021 10:20 PM
7	I may be interested in funding or volunteering Lucikgabriel@me.com	2/11/2021 9:36 PM
8	I work full time and have kids	2/11/2021 9:00 PM
9	Planting trees	2/11/2021 6:43 PM
10	Laltamirano@ymail.com	2/11/2021 6:22 PM
11	Planting trees, helping with art, fourstars.altamirano@gmail.com	2/11/2021 5:38 PM
12	Dansy98@gmail.com	2/11/2021 5:04 PM
13	kelop0515@gmail.com	2/11/2021 4:23 PM
14	Valenzonly@gmail.com	2/11/2021 3:49 PM
15	interested. Piscesrnnr@gmail.com	2/9/2021 2:54 PM
16	Would like to volunteer on park enhancements. :manonegra90640@yahoo.com	2/3/2021 5:58 PM
17	Jrod9@att.net	2/2/2021 8:19 PM
18	Would love to volunteer hours with our church college students group.	2/2/2021 11:30 AM
19	Let me know how I can help. rich.carlin06@gmail.com	2/1/2021 3:48 PM
20	I don't know about these institutions	2/1/2021 11:54 AM
21	I need help! Single father homeless, unemployed, disabled with 2 young boys.	2/1/2021 10:59 AM
22	Sorry, I don't know about these institutions	2/1/2021 10:50 AM
23	Sorry, I don't know about these institutions	2/1/2021 9:13 AM

24	Unfortunately, I don't know about these institutions	2/1/2021 5:45 AM
25	OK, I'm looking forward to you	1/31/2021 9:11 PM
26	I would love to volunteer! Rose1028@gmail.com	1/31/2021 9:00 PM
27	this a is a really nice park. Magyhernandez0404@gmail.com	1/31/2021 7:34 PM
28	I hope I can join in the volunteers. borrovkovdmittrij@gmail.com	1/31/2021 6:32 PM
29	I would be interested in volunteering.	1/31/2021 9:10 AM
30	No evaluation	1/31/2021 6:06 AM
31	I hope to be one of the volunteers tingshi1685@gmail.com	1/31/2021 1:42 AM
32	I hope I could do something for the project as volunteer. brigdalenzlmocq@gmail.com	1/31/2021 12:44 AM
33	It's great. I hope I also can do something for it. anabelleruiz393@gmail.com	1/30/2021 9:18 PM
34	More than willing to provide volunteers with construction materials	1/30/2021 7:33 PM
35	SilasCaseyvy@yahoo.com	1/30/2021 9:08 AM
36	DylanMcgeegvd@yahoo.com	1/30/2021 8:45 AM
37	JospehNicholskjf@yahoo.com	1/30/2021 8:30 AM
38	Donors can't do it. They can be volunteers	1/30/2021 5:24 AM
39	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 4:09 AM
40	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 4:01 AM
41	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 3:48 AM
42	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 3:39 AM
43	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 3:22 AM
44	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 3:12 AM
45	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 3:01 AM
46	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 2:47 AM
47	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 2:37 AM
48	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 2:28 AM
49	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 2:18 AM
50	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 2:09 AM
51	More than willing to provide volunteers with construction materials	1/30/2021 2:03 AM
52	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 1:59 AM
53	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/30/2021 1:53 AM
54	I'm a volunteer. I'd like to help the park	1/30/2021 1:50 AM
55	I would like to be a volunteer to help the park do something I can, such as planting and so on	1/30/2021 1:49 AM
56	More than willing to provide volunteers with construction materials	1/30/2021 1:41 AM
57	I would like to serve as a volunteer to help the park do something I can	1/30/2021 1:35 AM
58	I would like to be a volunteer to help the park greening	1/30/2021 1:32 AM
59	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/30/2021 1:22 AM
60	I volunteered to be a volunteer, helping the park plant and so on	1/30/2021 1:22 AM

61	I would like to be a volunteer to help the park greening	1/30/2021 1:12 AM
62	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/30/2021 1:03 AM
63	More than willing to provide volunteers with construction materials	1/30/2021 12:54 AM
64	I'm willing to provide some of the building materials brayfunklnvg42@gmail.com	1/30/2021 12:52 AM
65	Can help with planting and so on	1/30/2021 12:49 AM
66	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/30/2021 12:43 AM
67	I would like to be a volunteer to help the park greening	1/30/2021 12:33 AM
68	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/30/2021 12:20 AM
69	More than willing to provide volunteers with construction materials	1/30/2021 12:14 AM
70	More than willing to provide volunteers with construction materials	1/30/2021 12:10 AM
71	finlayavery98798@gmail.com	1/30/2021 12:07 AM
72	I would like to be a volunteer to help the park greening	1/30/2021 12:07 AM
73	More than willing to provide volunteers with construction materials	1/30/2021 12:00 AM
74	More than willing to provide volunteers with construction materials	1/29/2021 11:52 PM
75	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/29/2021 11:50 PM
76	More than willing to provide volunteers with construction materials	1/29/2021 11:47 PM
77	More than willing to provide volunteers with construction materials	1/29/2021 11:40 PM
78	I would like to be a volunteer to help the park greening	1/29/2021 11:40 PM
79	More than willing to provide volunteers with construction materials	1/29/2021 11:35 PM
80	Help to provide artwork	1/29/2021 11:33 PM
81	More than willing to provide volunteers with construction materials	1/29/2021 11:30 PM
82	More than willing to provide volunteers with construction materials	1/29/2021 11:22 PM
83	More than willing to provide volunteers with construction materials	1/29/2021 11:21 PM
84	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/29/2021 11:11 PM
85	More than willing to provide volunteers with construction materials	1/29/2021 11:11 PM
86	More than willing to provide volunteers with construction materials	1/29/2021 11:10 PM
87	I'm interested in volunteer opportunities. My email is kirlinmattjhu79@gmail.com	1/29/2021 11:03 PM
88	I would like to be a volunteer. I can donate a small part of my savings to the park. I can also help plant trees	1/29/2021 11:01 PM
89	Willing to donate part of the fund to the park	1/29/2021 11:01 PM
90	Assist the park in acquiring artwork	1/29/2021 11:00 PM
91	More than willing to provide volunteers with construction materials	1/29/2021 10:57 PM
92	More than willing to provide volunteers with construction materials	1/29/2021 10:52 PM
93	More than willing to provide volunteers with construction materials	1/29/2021 10:49 PM
94	I would like to be a volunteer to help the park greening	1/29/2021 10:43 PM
95	More than willing to provide volunteers with construction materials	1/29/2021 10:39 PM

96	More than willing to provide volunteers with construction materials	1/29/2021 10:26 PM
97	More than willing to provide volunteers with construction materials	1/29/2021 10:20 PM
98	I would like to be a volunteer to help the park greening	1/29/2021 10:20 PM
99	More than willing to provide volunteers with construction materials	1/29/2021 10:11 PM
100	I would like to be a volunteer to help the park greening	1/29/2021 10:07 PM
101	More than willing to provide volunteers with construction materials	1/29/2021 10:04 PM
102	More than willing to provide volunteers with construction materials	1/29/2021 9:50 PM
103	I would like to be a volunteer to help build the park	1/29/2021 9:50 PM
104	If I can, I would like to help the park do what I can volunteer.	1/29/2021 9:49 PM
105	I am very willing to participate in the construction of the park	1/29/2021 8:54 PM
106	I would like to help as a volunteer to plant trees	1/29/2021 8:54 PM
107	USC Lambda LGBTQ Alumni Association. Contact Veronica Obregon veronica.obregonusc@gmail.com	1/29/2021 8:50 PM
108	I like the works of art in the park project and hope that the park will be built better and better. My email is hettingerglennaupg93@gmail.com	1/29/2021 8:21 PM
109	I would be interested to learn about volunteer opportunities in this park (awmorrish@gmail.com)	1/29/2021 3:24 PM
110	Arreoladillon@gmail.com	1/29/2021 1:44 PM
111	I would enjoy providing physical contributions omvibe@yahoo.com	1/29/2021 1:00 PM
112	Volunteer Yesagrl@hotmail.com	1/28/2021 10:26 PM
113	ok	1/28/2021 8:48 PM
114	I'd love to volunteer, especially at Grant Rea because we spend a lot of time there with MBA. My email is lani.chavez@gmail.com. Thanks!	1/28/2021 8:32 PM
115	Interested in volunteering - Cynthia Alvarez - curbsidebincleaners@gmail.com	1/28/2021 7:20 PM
116	Volunteer opportunities	1/28/2021 4:01 PM
117	Plant trees Bc_cacc@yahoo.com	1/28/2021 2:54 PM
118	My family and I can volunteer for activities salaizcate@gmail.com	1/28/2021 12:49 PM
119	Willing to volunteer	1/28/2021 11:48 AM
120	I will be interested to be a volunteer Blackgolftree@hotmail.com	1/28/2021 8:48 AM
121	Mariselaortiz20@gmail.com	1/28/2021 8:43 AM
122	seilkacarrazco@gmail.com	1/28/2021 8:30 AM
123	Yes, I'm interested in helping out. Feel free to contact me at 323)392-8264. Nubia Ruiz rnruiz@sbcglobal.net	1/28/2021 12:13 AM
124	I'd be interested as well as my children.	1/27/2021 11:44 PM
125	time i volunteer and work	1/27/2021 6:19 AM
126	evaftravi@gmail.com volunteer	1/27/2021 1:20 AM
127	My daughter is interested in helping with the mural. Eva Travi evaftravi@gmail.com	1/27/2021 1:04 AM
128	Leslievalvarez805@yahoo.com	1/26/2021 4:08 PM
129	No	1/26/2021 2:37 PM
130	Open any painting planting opportunity's to girls scouts/ boys scouts from the community or schools near parks locations.	1/26/2021 2:20 PM

131	Mebeepbeep@gmail.com We would love to volunteer	1/26/2021 12:37 PM
132	Thank you	1/26/2021 12:29 PM
133	I would’ve interested in volunteering. Blilia14m@yahoo.com	1/26/2021 12:26 PM
134	Andyargott@yahoo.com	1/26/2021 11:34 AM
135	I would love to help. reacharaceli@gmail.com	1/26/2021 11:24 AM
136	Volunteer	1/26/2021 11:21 AM
137	Coralromero30@gmail.com	1/26/2021 11:04 AM
138	Sanjuan.eva88@gmail.com	1/26/2021 10:37 AM

Q15 In addition to the question above, we are looking for groups to partner with for the Prop 68 grant. This may include any church groups, sports groups, YMCA, or others. If you know of any groups that may be potential partners, please provide a comment below and include the groups name along with an email. Thank you!

Answered: 116 Skipped: 173

#	RESPONSES	DATE
1	Montebello YMCA? Assume you've already reached out and the MYLC of course.	2/16/2021 5:00 PM
2	None	2/12/2021 10:06 PM
3	I do not know of any groups	2/12/2021 12:10 PM
4	N/A	2/12/2021 9:54 AM
5	Montebello YMCA Lucikgabriel@me.com	2/11/2021 9:36 PM
6	Local Honda Helpers	2/11/2021 9:00 PM
7	YMCA MUSD	2/11/2021 7:04 PM
8	No	2/11/2021 6:43 PM
9	CalSouth.com	2/11/2021 4:25 PM
10	Sorry	2/11/2021 9:43 AM
11	Girl Scouts	2/9/2021 2:54 PM
12	Lifeway Church Jrod9@att.net	2/2/2021 8:19 PM
13	Lifeway Church Nena9@att.net	2/2/2021 11:30 AM
14	I don't know about these institutions	2/1/2021 11:54 AM
15	0	2/1/2021 10:59 AM
16	Sorry, I don't know about these institutions	2/1/2021 10:50 AM
17	Sorry, I don't know about these institutions	2/1/2021 9:13 AM
18	Unfortunately, I don't know about these institutions	2/1/2021 5:45 AM
19	I don't know for the moment	1/31/2021 9:11 PM
20	No but I am a teacher for Schurr High School and I teach students with special needs. Reyes_Rose@montebello.k12.ca.us	1/31/2021 9:00 PM
21	no	1/31/2021 7:34 PM
22	Not	1/31/2021 6:06 AM
23	Sorry, I don't have this kind information.	1/31/2021 1:42 AM
24	Sorry , I don't know .	1/31/2021 12:44 AM
25	I would like to find a convenient expert to help build the park	1/30/2021 7:33 PM
26	SilasCaseyvy@yahoo.com	1/30/2021 9:08 AM
27	I'm sorry, but I don't know who can help	1/30/2021 8:45 AM
28	JospehNicholskjf@yahoo.com Jospeh Nicholskjf	1/30/2021 8:30 AM

29	Not in any group or religion for the time being	1/30/2021 5:24 AM
30	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 4:09 AM
31	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 4:01 AM
32	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 3:48 AM
33	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 3:39 AM
34	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 3:22 AM
35	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 3:12 AM
36	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 3:01 AM
37	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 2:47 AM
38	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 2:37 AM
39	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 2:28 AM
40	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 2:18 AM
41	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 2:09 AM
42	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/30/2021 2:03 AM
43	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 1:59 AM
44	I would like to find a convenient expert to help build the park	1/30/2021 1:53 AM
45	I'd like to call in an expert	1/30/2021 1:50 AM
46	I will try my best to find some such teams to cooperate with the park, and donate some of my savings to help the construction of the park	1/30/2021 1:49 AM
47	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/30/2021 1:41 AM
48	I will do my best to find and connect with some of these groups to help the park and volunteer a portion of my savings	1/30/2021 1:35 AM
49	I can work hard to find such a cooperative team to help us build a beautiful park	1/30/2021 1:32 AM
50	I would like to find a convenient expert to help build the park	1/30/2021 1:22 AM
51	I will contact as many teams as possible to help the park, and I would like to donate part of my savings to fund the park	1/30/2021 1:22 AM
52	I would like to find a convenient expert to help build the park	1/30/2021 1:12 AM
53	I would like to find a convenient expert to help build the park	1/30/2021 1:03 AM
54	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/30/2021 12:54 AM
55	brayfunklnvg42@gmail.com	1/30/2021 12:52 AM

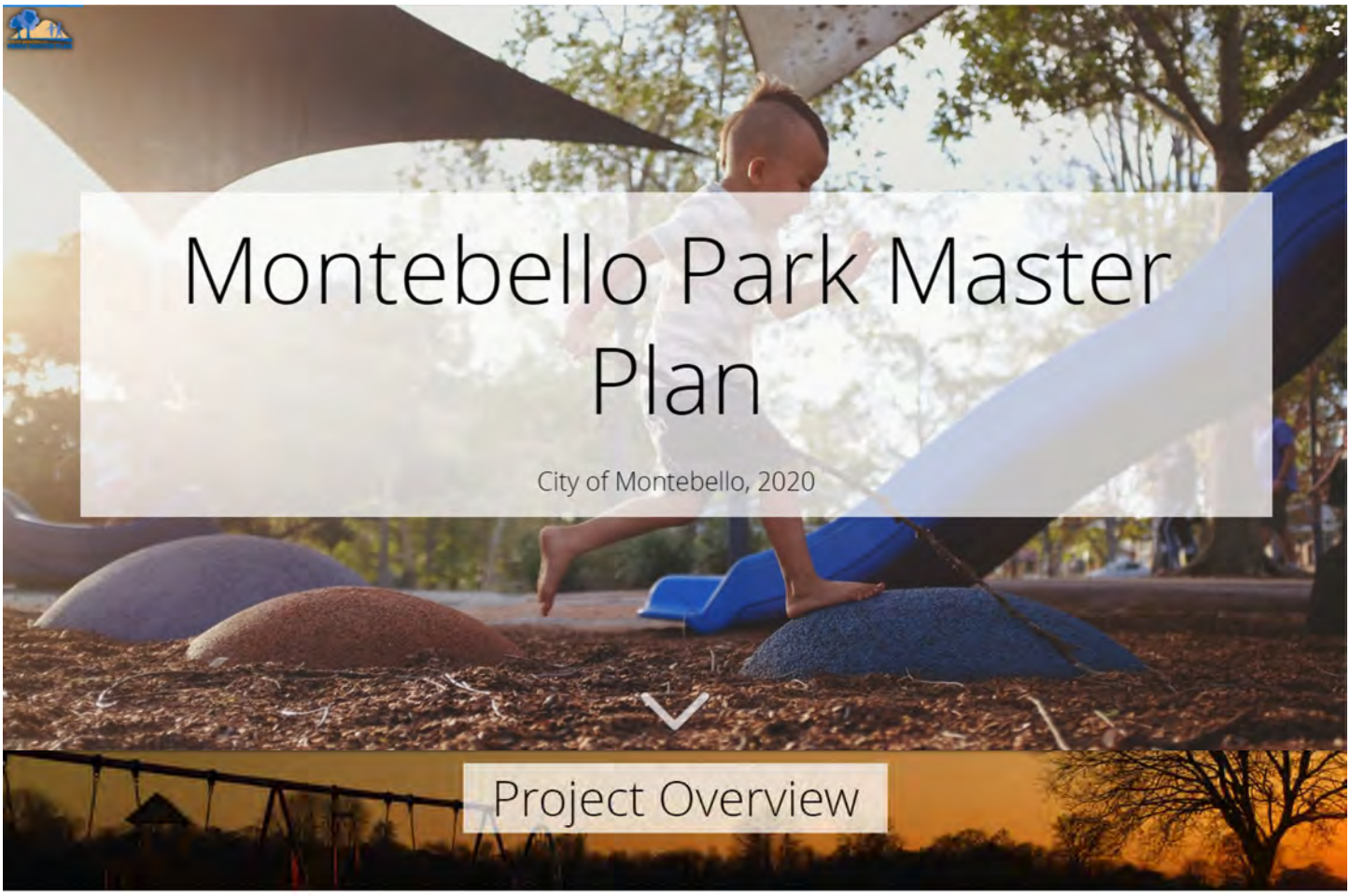
56	I don't know anyone about it	1/30/2021 12:49 AM
57	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/30/2021 12:43 AM
58	I can work hard to find such a cooperative team to help us build a beautiful park	1/30/2021 12:33 AM
59	I can work hard to find such a cooperative team to help us build a beautiful park	1/30/2021 12:20 AM
60	I would like to find a convenient expert to help build the park	1/30/2021 12:14 AM
61	I would like to find a convenient expert to help build the park	1/30/2021 12:10 AM
62	finlayavery98798@gmail.com	1/30/2021 12:07 AM
63	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/30/2021 12:07 AM
64	I would like to find a convenient expert to help build the park	1/30/2021 12:00 AM
65	I would like to find a convenient expert to help build the park	1/29/2021 11:52 PM
66	I can work hard to find such a cooperative team to help us build a beautiful park	1/29/2021 11:50 PM
67	I would like to find a convenient expert to help build the park	1/29/2021 11:47 PM
68	I would like to find a convenient expert to help build the park	1/29/2021 11:40 PM
69	I can work hard to find such a cooperative team to help us build a beautiful park	1/29/2021 11:40 PM
70	I would like to find a convenient expert to help build the park	1/29/2021 11:35 PM
71	Cooperative Music Group	1/29/2021 11:33 PM
72	I would like to find a convenient expert to help build the park	1/29/2021 11:30 PM
73	I would like to find a convenient expert to help build the park	1/29/2021 11:22 PM
74	I would like to find a convenient expert to help build the park	1/29/2021 11:21 PM
75	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/29/2021 11:11 PM
76	I would like to find a convenient expert to help build the park	1/29/2021 11:11 PM
77	I would like to find a convenient expert to help build the park	1/29/2021 11:10 PM
78	I'm sorry, I don't know the group to be a potential partner.	1/29/2021 11:03 PM
79	I can work hard to find such a cooperative team to help us build a beautiful park	1/29/2021 11:01 PM
80	lubowitztremainerpk47@gmail.com	1/29/2021 11:01 PM
81	Chamber of commerce organizations	1/29/2021 11:00 PM
82	I would like to find a convenient expert to help build the park	1/29/2021 10:57 PM
83	I would like to find a convenient expert to help build the park	1/29/2021 10:52 PM
84	I would like to find a convenient expert to help build the park	1/29/2021 10:49 PM
85	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/29/2021 10:43 PM
86	I would like to find a convenient expert to help build the park	1/29/2021 10:39 PM
87	I would like to find a convenient expert to help build the park	1/29/2021 10:26 PM
88	I would like to find a convenient expert to help build the park	1/29/2021 10:20 PM
89	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/29/2021 10:20 PM
90	I would like to find a convenient expert to help build the park	1/29/2021 10:11 PM

91	I will try my best to publicize and contact the right team to help with the construction of the park. I am also willing to be a volunteer	1/29/2021 10:07 PM
92	I would like to find a convenient expert to help build the park	1/29/2021 10:04 PM
93	I would like to find a convenient expert to help build the park	1/29/2021 9:50 PM
94	I would like to look for experts in this field to help build the park	1/29/2021 9:50 PM
95	I don't know of any organizations that would like to be partners, but I would like to volunteer myself	1/29/2021 9:49 PM
96	I will try my best to find people in this field to help the construction of the park	1/29/2021 8:54 PM
97	I have no such information, but on behalf of myself, I would like to help the park plant trees as a volunteer	1/29/2021 8:54 PM
98	I'm not sure which grant organizations are there	1/29/2021 8:21 PM
99	I have access and ear to 10k residents in Montebello. Omvibe@yahoo.com	1/29/2021 1:00 PM
100	Montebello AYSO Aysomontebello.org	1/28/2021 10:26 PM
101	ok	1/28/2021 8:48 PM
102	schools/students. Highs schools students need community service time for their college applications	1/28/2021 5:44 PM
103	Troop 476 Montebello Snevarez69@hotmail.com	1/28/2021 4:01 PM
104	N/A	1/28/2021 2:54 PM
105	Schurr High School Do Something Good Club	1/28/2021 12:49 PM
106	N/A	1/28/2021 11:48 AM
107	Blackgolftree@hotnail.com	1/28/2021 8:48 AM
108	Building Blox Youth Development Foundation NFL Flag Montebello I know the gentleman who runs the organization and I'm sure he would be a great teammate to work with. He already speaks highly of the staff for Parks & Recs. His info is: Stanley Brinkley 323.480.7911 or sbrinkley626@gmail.com	1/27/2021 10:09 AM
109	heart passion	1/27/2021 6:19 AM
110	Unknown	1/27/2021 1:20 AM
111	None	1/27/2021 1:04 AM
112	No	1/26/2021 2:37 PM
113	Pacific baptist church Located in Monterey park	1/26/2021 12:37 PM
114	Thank you	1/26/2021 12:29 PM
115	Andyargott@yahoo.com	1/26/2021 11:34 AM
116	calsouth.com	1/26/2021 11:21 AM

Q16 Thank you for taking the time to fill out the survey. To find out more about the overall project, please visit the project website at: https://arcg.is/0yeqOaPlease fill in your email to be entered into the raffle for a $50 Amazon gift card:

Answered: 207 Skipped: 82

SECTION III-J
Storymap



Montebello Park Master Plan

City of Montebello, 2020

Project Overview

Parks and recreation facilities play an important role in today's communities. Numerous environmental, health, economic, and safety benefits are attributed to a sound park system with well-maintained parklands, trails, open spaces, and recreational amenities and programs.

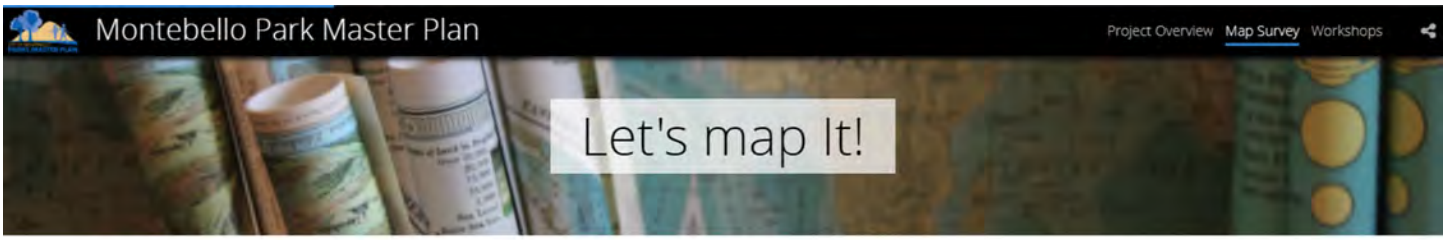
The City of Montebello is developing a Parks Master Plan (PMP) to ensure that our park and recreation system is able to meet the current and future needs of community members of all ages and abilities.

The project team will assess community needs, evaluate current park and recreational amenity inventory, analyze current and future park level of service, identify and prioritize recommendations, and provide fiscal guidance to maintain and implement said recommendations. The result will be an action plan for future Montebello parks and recreational programs that support an active and high-quality lifestyle for our community.

The PMP will be developing various online engagement tools such as an interactive map survey, online text surveys, webinars, online live events, and email announcements during this unique and serious health crisis we're experiencing with the COVID-19 crisis.

Once the COVID-19 crisis is behind us, the PMP will continue the planning effort with a series of in-person workshops and "pop-up" events that are also accompanied with the online engagement tools previously mentioned

Bookmark this site & stay tuned for more!

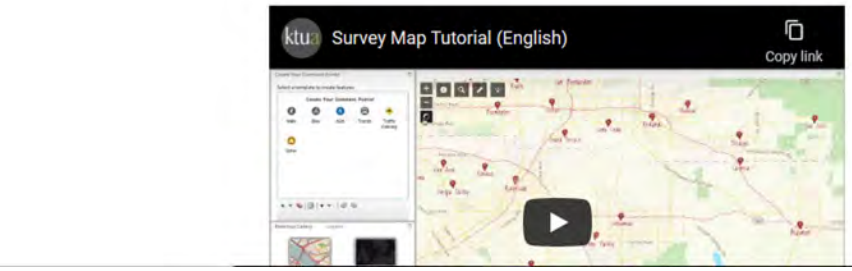


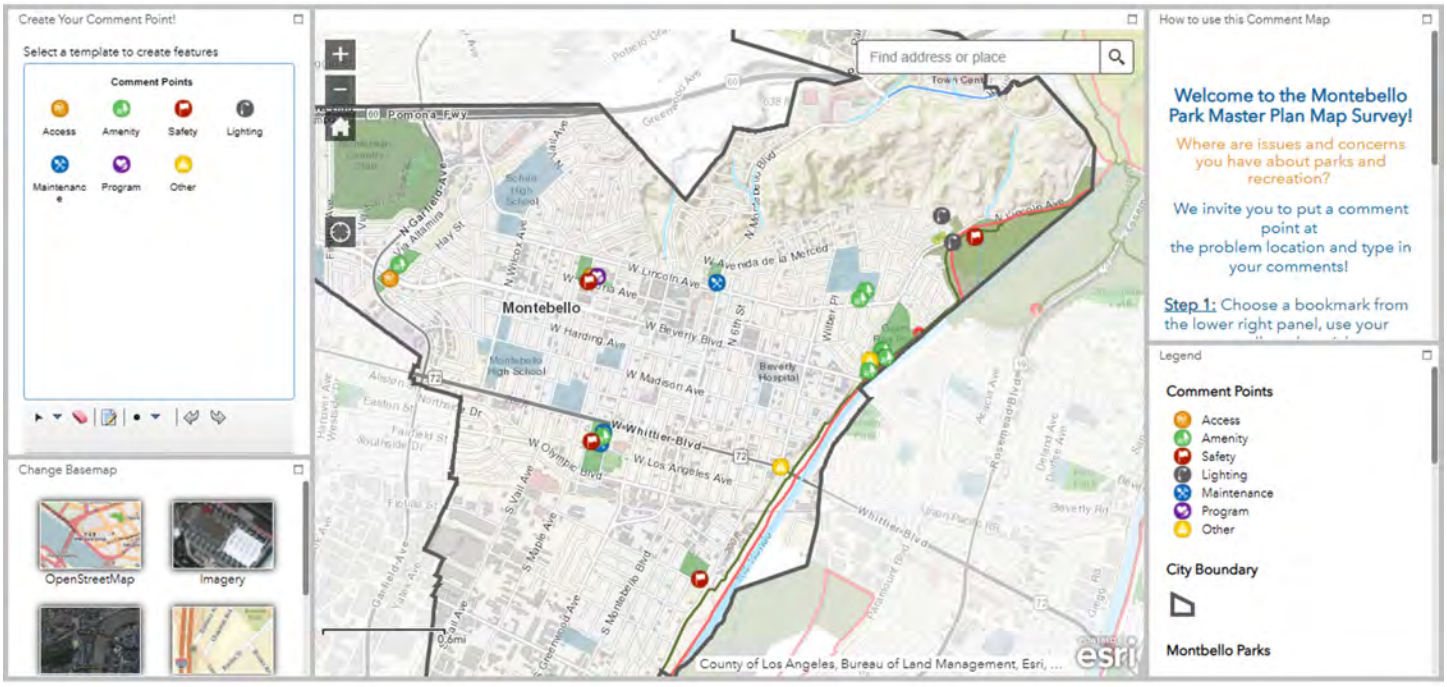
Any comments at specific parks or open spaces?

Point them out on this map below!

Click here for Video Tutorial

Hage Clic aquí para ver el tutorial en español







Our first online workshop was held on July 22th at 6:00 pm. The City is committed to making the planning process a collaborative effort with the community, stakeholders, and staff. The team introduced project goals, existing conditions mapping with a presentation, and explained how you can share your valuable feedback!

Missed the workshop? No worries! Check out the video recording below to see what you've missed.



City of Montebello Park Facilities Master Plan - Community Presentation

The second online workshop was held on September 10th at 6:00 pm. The team introduced project progress, park level of service analysis, and benchmarking with a presentation, conducted some quick polls, discussed key issues with the residents, and explained how you can share your valuable feedback!

Missed the workshop? No worries! Check out the video recording below to see what you've missed.



City of Montebello Park Facilities Master Plan - Community Workshop #2

The third online workshop was held on November 17th at 6:00 pm. The team gave a summary of the public survey, discussed some of the park amenity gaps, went over some potential infill opportunities, introduced the project draft recommendations, quickly reviewed some of the park specific plan sites, and closed with the project's next steps and a community raffle.

Missed the workshop? No worries! Check out the video recording below to see what you've missed.



The first online park specific workshop was held on December 15th at 6:00 pm. The team gave an overview of the project along with a summary of the public survey and the park amenity gaps. The workshop was primarily focused on design ideas for Reggie Rodriguez Park, Grant Rea Park, Montebello City Park. The team shared various design ideas including potential infill opportunities for each park and more wholistic modifications. The closed with general discussion, the project's next steps, and a community raffle.

Please participate in the following park surveys to provide your input and feedback on the park specific plans. In filling out the survey you will also be entered in for a community raffle. Thank you!

Reggie Rodriguez: https://www.surveymonkey.com/r/P9X8STG

Grant Rea: https://www.surveymonkey.com/r/VZVMMCM

City Park: https://www.surveymonkey.com/r/VZ88KF2



City Of Montebello Parks Master Plan Park Design Workshop 1



APPENDIX IV
Facility Needs Assessment

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Section IV-D: Acuna Park IV-218
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Section IV-F: Chet Holifield Park IV-316
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SECTION IV-A
Montebello City Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



MONTEBELLO CITY PARK
1301 West Whittier Boulevard
Montebello, California 90640

PREPARED BY:
Bureau Veritas
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
www.us.bureauveritas.com

BV CONTACT:
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Program Manager
800.733.0660 x6251
Mark.Surdam@bvna.com

BV PROJECT #:
142318.20R000-001.354

DATE OF REPORT:
June 11, 2020

ON SITE DATE:
April 23-24, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park, Senior Center, Youth Center and Gym, Public Pool, Bandshell building and stage, Skate Park, Tennis Courts, Basketball Court.
Main Address	1301 West Whittier Boulevard, Montebello, California 90640
Site Developed	Site: 1960's Senior Center: 1996 Youth Center & Gym: 1996 City Park Pool: 1960's Restroom Building: 1960's Storage Building: 1960's
Site Area	12.93 acres (estimated)
Parking Spaces	97 total spaces all in open lots; 10 of which are accessible
Building Area	Senior Center: 15,000 SF Youth Center & Gym: 15,000 SF City Park Pool: 8,400 SF City Park Bandshell: 840 SF Restroom Building: 950 SF Storage Building: 900 SF
Number of Stories	Senior Center: 2 Youth Center & Gym: 1 City Park Pool: 2 City Park Bandshell: 1 Restroom Building: 1 Storage Building: 1
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 23-24, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Delfino Rangel
Assessment and Report Prepared By	Mouaz Alrayes

General Information	
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Montebello City Park was most likely constructed in the 1960s. The Restroom Building, City Park Pool, City Park Bandshell and the Storage Building appear to be original. The Senior and Youth Centers were constructed between 1996 and 2001.

Architectural

The Senior and the Youth Centers are constructed of brick and masonry bearing walls

The City Park Pool is constructed of brick bearing walls on cast-in place concrete foundation walls.

The City Park Bandshell is constructed of brick bearing walls on a concrete slab floor with a heavy timber framed roof.

The Restroom Building is constructed of concrete masonry units on a concrete slab floor with a heavy timber framed roof. The restrooms were not accessible as the doors were locked due to a shut-down because of the Corona (Covid-19) virus.

The Storage Building is constructed of wood framed construction on concrete slab.

Mechanical, Electrical, Plumbing and Fire (MEPF)

Heating and cooling at the Senior and the Youth Centers is provided by rooftop package units. The Youth Center also has had an air handling unit . The HVAC equipment is original to 1996 construction. One elevator provides access to the Senior Center's second floor.

Their electrical system and light fixtures are mostly original to the 1996 construction as evidenced by manufacture dates on the main electrical switchboard. LED light fixtures were recently added at limited locations.

Plumbing systems at the Senior and the Youth Centers consist of copper supply piping and cast-iron waste pipe with a gas and electric water heaters providing hot water to the restrooms and showers.

Heating and cooling is not provided at the Restroom, Storage, City Park Pool and the City Park Bandshell buildings.

The plumbing piping system at the Restroom Building is most likely original and will need replacement during the assessment period. Hot water is not provided. Plumbing fixtures could not be observed for the reason mentioned earlier.

The fire alarm and suppression systems at the Senior and the Youth Centers appear to be in fair condition. Typical lifecycle replacements and ongoing maintenance will be required. A fire alarm and suppression systems are not provided at the City Park Pool, City Bandshell and Restroom buildings.

Site

In general, the site has been well maintained. The site contains moderate landscaping, which is served by in-ground irrigation systems. There is one playground on site, and it is in fair condition. The concrete sidewalk and asphalt pathways are in fair overall condition. The asphalt paved parking areas and drive aisles are in fair condition and require sealing and striping. The site lighting is aged, and it is recommended that the system be upgraded to LED fixtures to improve energy efficiency.

Recommended Additional Studies

Some areas of the facilities were identified as having moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	97			X		
		Accessible Parking	10			X		
G2030	**Walks**							
		Asphalt	5400 SF			X		
G4020	**Lighting**							
		Light Pole	2 EA	Bandshell	X			
		Light Pole	12 EA	Senior Center		X		
		Light Pole	8 EA	Youth Center		X		
		Light Pole	12 EA	Senior Center		X		
		Light Pole	8 EA	Basketball Court		X		
		Light Pole	10 EA	Tennis Court		X		
		Light Pole	2 EA	Parking Lot		X		
G2050	**Landscape**							
		Grass (Turf)		Throughout		X		
		Shrubs		Throughout		X		
		Trees		Throughout		X		
G2057	**Irrigation**							
		Sprinkler system		Throughout		X		
G2045	**Site Furnishings**							
		Picnic Table, Wood/Composite/Fiberglass	2 EA	Site		X		
		Park Bench, Precast Concrete	3 EA	Site		X		
		Site Furnishings - Metal Trash Receptacles	10 EA	Site		X		
		Trash Receptacle, Fixed, Thermoplastic Coated	10 EA	Site		X		
		Picnic Table, Metal Powder-Coated	2 EA	Site		X		
		Park Bench, Precast Concrete	1 EA	Tennis Courts		X		
		Trash Receptacle, Fixed Concrete	2 EA	Senior Center		X		
		Trash Receptacle, Fixed, Thermoplastic Coated	2 EA	Senior Center		X		

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
		Park Bench, Metal Powder-Coated	4 EA	Senior Center		X		
		Picnic Table, Wood	3 EA	Senior Center		X		
		Park Bench, Precast Concrete	1 EA	Basketball Court		X		
		Trash Receptacle (Large)	1 EA	Parking Lot		X		
		Park Bench, Precast Concrete	15 EA	Picnic Shelter		X		
		Park Bench, Wood/Composite/Fiberglass	3 EA	Picnic Shelter		X		
		Metal Trash Receptacles	1 EA	Tennis Court		X		
G2046	**Fountains, Pools, & Watercourses**							
		Aquatics, Lap Pool	1	City Pool		X		
		Aquatics, Training Pool	1	City Pool		X		
G2047	**Playing Fields**							
		Basketball Backstop	2 EA	Basketball Court		X		
		Asphalt	7000 SF	Basketball Court		X		
		Scoreboard, Electronic Very Robust	1 EA	Interior Basketball Court		X		
		Basketball Backstop	6 EA	Interior Basketball Court		X		
		Sand, 3" Depth	22400	Softball Filed		X		
G2049	**Miscellaneous Structures**							
		Shelter, Small						
		Restroom	1	Men’s & Women’s		X		
G2050	**Miscellaneous Recreation**							
		Basketball Court (Practice)	1 EA			X		
		Playground Equipment	2 EA			X		
		Skate Park	1 EA			X		
		Tennis Court	4 EA			X		

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

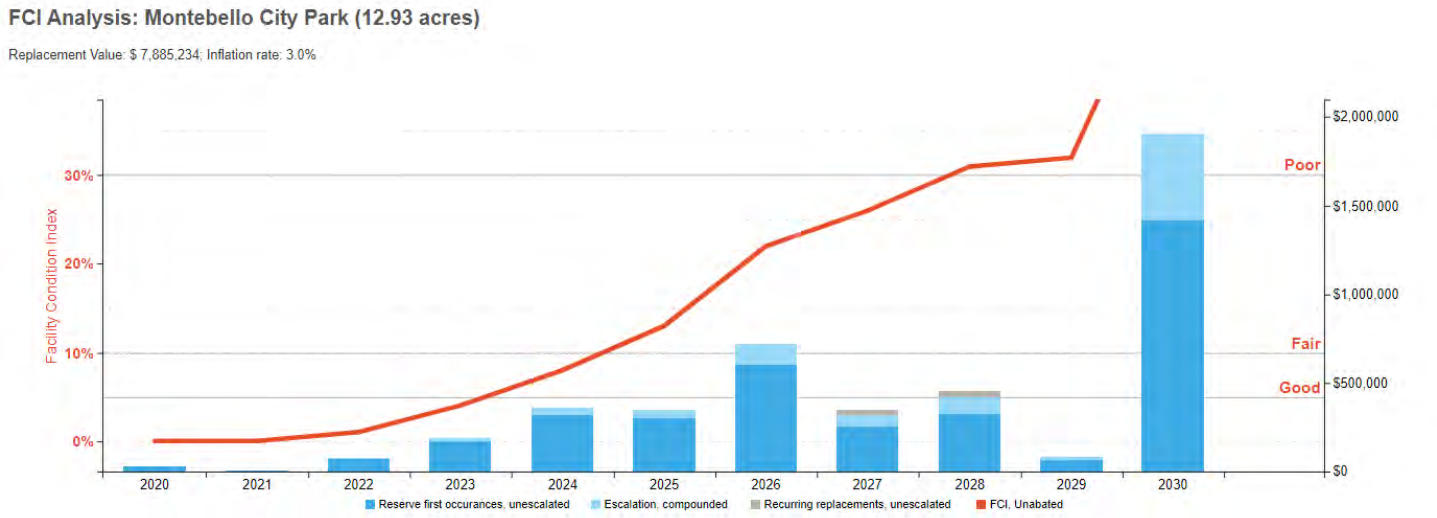
The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Montebello City Park (12.93 acres) / City Park Bandshell	$225	1,600	$360,000	2.8%	2.8%	3.5%	13.0%
Montebello City Park (12.93 acres) / City Park Pool	$245	8,400	$2,058,000	0.5%	2.8%	12.2%	35.7%
Montebello City Park (12.93 acres) / Restroom Building	$225	950	$213,750	0.0%	0.0%	0.0%	3.2%
Montebello City Park (12.93 acres) / Senior Center	$325	15,000	$4,875,000	0.0%	0.0%	2.5%	13.1%
Montebello City Park (12.93 acres) / Site			$1	0.0%	0.0%	0.0%	0.0%
Montebello City Park (12.93 acres) / Storage Building	$175	900	$157,500	0.0%	3.9%	14.3%	46.1%
Montebello City Park (12.93 acres) / Youth Center and Gym	$325	15,000	$4,875,000	0.0%	0.0%	3.8%	14.9%

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



Immediate Needs

Facility/Building	Total Items	Total Cost
Montebello City Park (12.93 acres)	3	$30,140
Total	**3**	**$30,140**

Montebello City Park (12.93 acres)

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1829879	Montebello City Park (12.93 acres) / Site	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
1829646	Montebello City Park (12.93 acres) / City Park Pool	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
1829880	Montebello City Park (12.93 acres) / City Park Bandshell	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
Total (3 items)						**$30,140**

Key Findings



Interior Floor Finish in Poor condition.

Vinyl Tile (VCT)
Storage Building Storage Building

Uniformat Code: C3024
Recommendation: **Replace in 2021**

Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $6,000

**$**$$$

Poor condition - AssetCALC ID: 1823777



Commercial Kitchen in Poor condition.

Dishwasher
Senior Center Kitchen

Uniformat Code: E1093
Recommendation: **Replace in 2021**

Priority Score: **82.0**

Plan Type:
Performance/Integrity

Cost Estimate: $2,000

**$**$$$

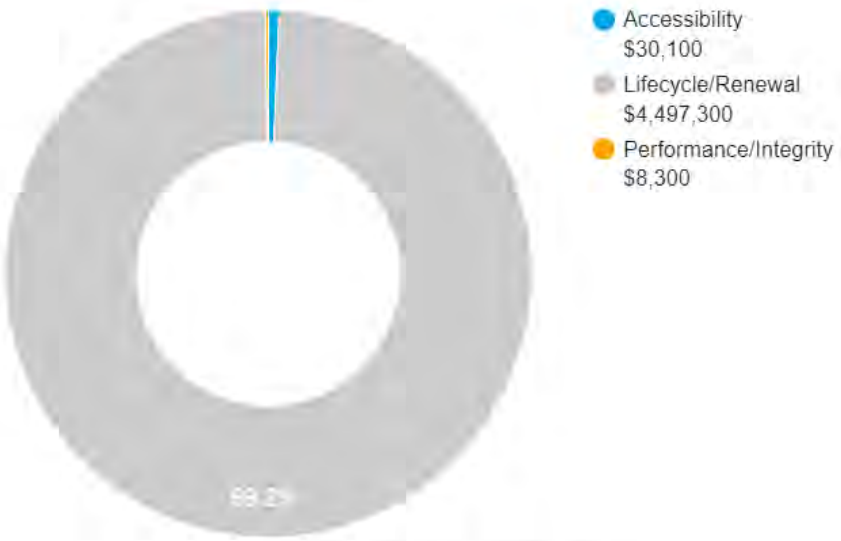
The unit is not working. - AssetCALC ID: 1822272

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $4,535,700

2. Senior Center





Senior Center: Systems Summary		
Address	1301 West Whittier Boulevard, Montebello, California 90640	
Constructed/Renovated	1996	
Building Size	15,000SF	
Number of Stories	2	
System	*Description*	*Condition*
Structure	Masonry & Bricks bearing walls with concrete-topped metal decks	Good
Façade	Brick with aluminum windows	Fair
Roof	Primary: Gable construction with asphalt shingles Secondary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted gypsum board, vinyl, ceramic Floors: Carpet, VCT, ceramic tile, quarry tile, marble, wood parquetry, vinyl's sheeting Ceilings: Painted gypsum board, hard tile with ACT	Fair
Elevators	Hydraulic one cab serving all two floors	Fair
Plumbing	Copper supply and cast-iron waste & venting Gas & Electric domestic water heaters Toilets, urinals, and sinks in all restrooms	Fair
HVAC	Individual package rooftop units Supplemental components: Air curtain	Fair

Senior Center: Systems Summary		
Fire Suppression	Wet-pipe sprinkler system, fire extinguishers, kitchen hood system	Fair
Electrical	Source & Distribution: Main switchboard with copper wiring Interior Lighting: T-8, CFL, Emergency: None	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, strobes, pull stations, back-up emergency lights, and exit signs	Fair
Equipment/Special	Commercial kitchen equipment , security system	Fair
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Dishwasher needs replacement	

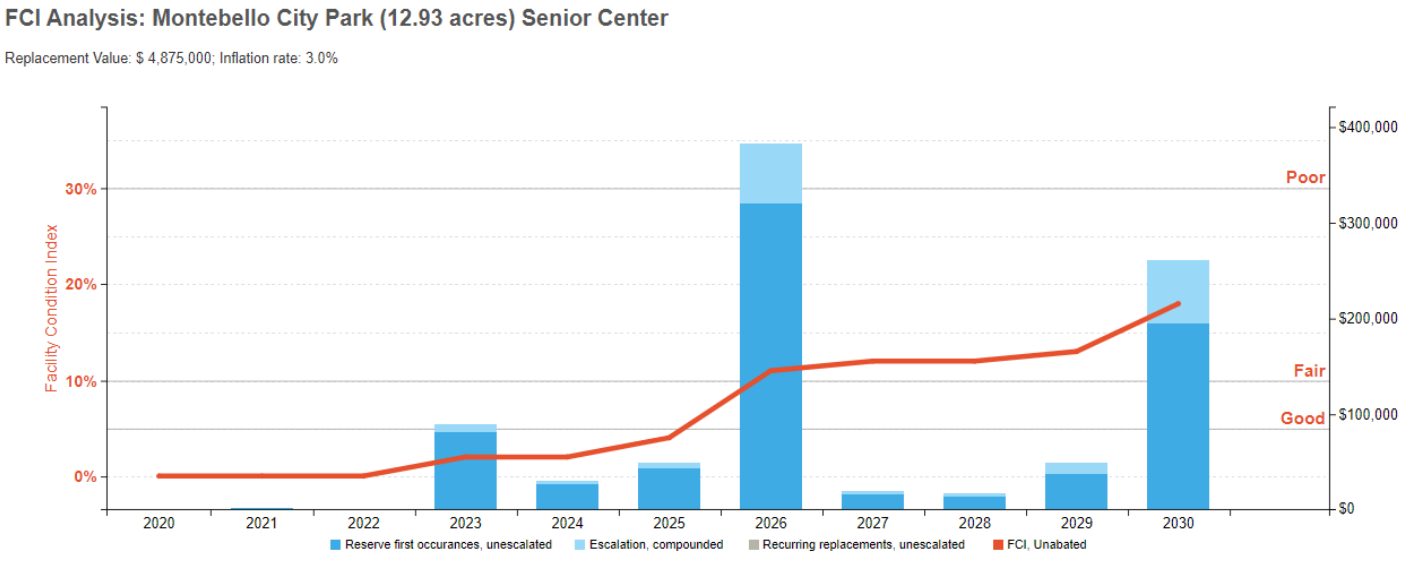
Senior Center: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	-	$66,700	$66,700
Roofing	-	-	-	-	$105,000	$105,000
Interiors	-	-	$15,100	$107,800	$270,900	$393,800
Elevators	-	-	-	$14,400	$118,200	$132,600
Plumbing	-	-	$40,700	$7,500	$446,900	$495,200
Fire Suppression	-	-	-	$700	$161,200	$161,900
HVAC	-	$58,600	$11,600	$116,300	$3,400	$189,900
Electrical	-	-	-	$196,200	$756,100	$952,300
Fire Alarm & Comm	-	-	-	$249,800	-	$249,800
Equipment/Special	-	$30,900	$12,100	$30,200	$87,500	$160,800
Site Development	-	$1,600	-	$6,600	$18,100	$26,300
TOTALS	**-**	**$91,100**	**$79,500**	**$729,500**	**$2,034,000**	**$2,934,300**

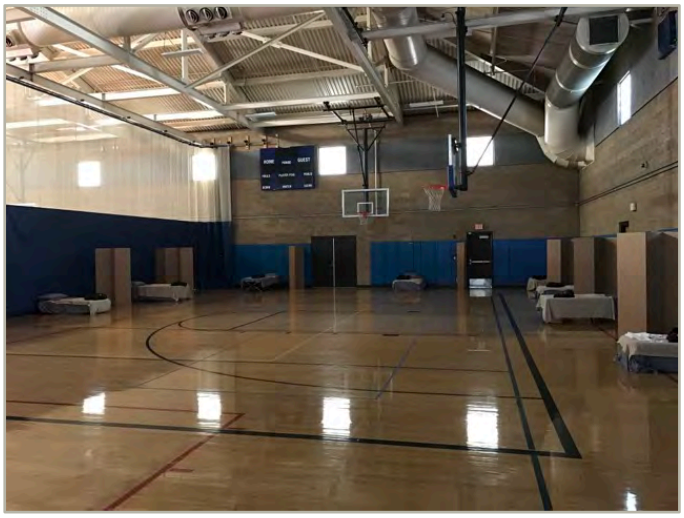
The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



3. Youth Center and Gym





Youth Center & Gym: Systems Summary		
Address	1301 West Whittier Boulevard, Montebello, California 90640	
Constructed/Renovated	1996	
Building Size	15,000 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls with metal decks	Good
Façade	Exposed CMU with aluminum and Vinyl sheet windows	Fair
Roof	Primary: Gable construction with asphalt shingles Secondary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted gypsum board, vinyl, ceramic Floors: Carpet, VCT, ceramic tile, quarry tile, wood Ceilings: Painted gypsum board, ACT	Fair
Elevators	None	Fair
Plumbing	Copper supply and cast-iron waste & venting Gas & Electric domestic water heaters Toilets, urinals, and sinks in all restrooms	Fair

Youth Center & Gym: Systems Summary		
HVAC	Individual package rooftop units with one air handling unit Supplemental components: Air curtain t , unit heater	Fair
Fire Suppression	Wet-pipe sprinkler system, fire extinguishers, kitchen hood system	Fair
Electrical	Source & Distribution: Main switchboard with copper wiring Interior Lighting: T-8, CFL, Emergency: None UPS	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, strobes, pull stations, back-up emergency lights, and exit signs	Fair
Equipment/Special	Commercial kitchen equipment	Fair
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	None	

Youth Center & Gym: Systems Expenditure Forecast

System Expenditure Forecast

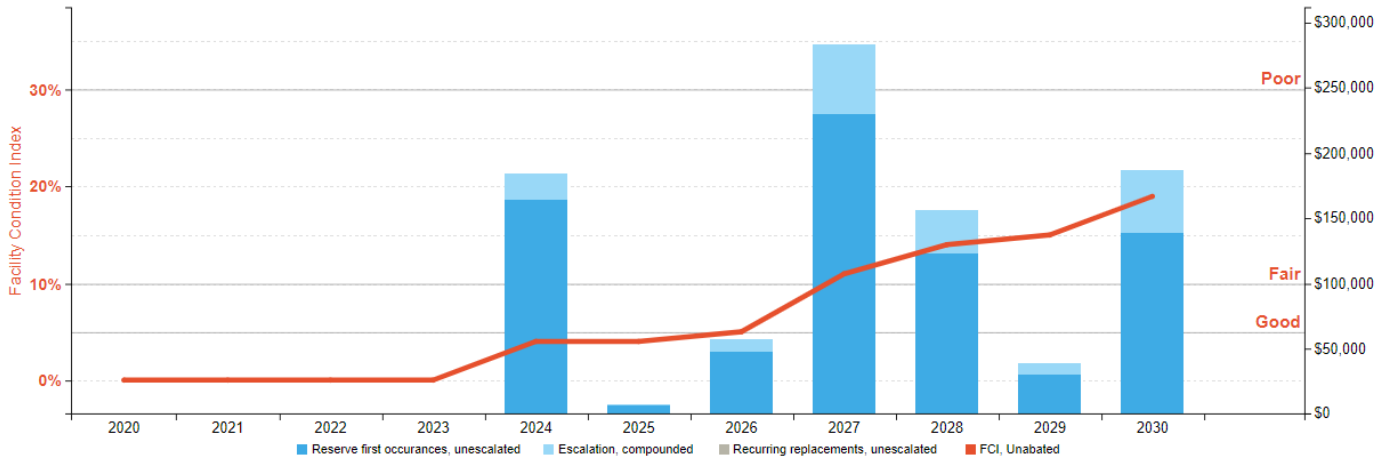
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	$5,800	$70,200	$76,000
Roofing	-	-	-	$26,400	$111,300	$137,700
Interiors	-	-	$7,000	$95,300	$505,300	$607,600
Plumbing	-	-	$3,900	$6,100	$477,700	$487,700
Fire Suppression	-	-	-	-	$161,200	$161,200
HVAC	-	-	$180,900	$182,000	$12,300	$375,200
Electrical	-	-	-	$219,800	$677,100	$896,900
Fire Alarm & Comm	-	-	-	$108,200	-	$108,200
Equipment/Special	-	-	-	$24,100	-	$24,100
Site Development	-	-	-	-	$194,700	$194,700
Site Lighting	-	-	-	$54,300	-	$54,300
TOTALS	**-**	**-**	**$191,800**	**$722,000**	**$2,209,800**	**$3,123,600**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Montebello City Park (12.93 acres) Youth Center and Gym

Replacement Value: $ 4,875,000; Inflation rate: 3.0%



4. City Park Pool





City Park Pool: Systems Summary		
Address	1301 West Whittier Boulevard, Montebello California 90640	
Constructed/Renovated	1960's	
Building Size	8,400 SF	
Number of Stories	2	
System	*Description*	*Condition*
Structure	Bricks bearing walls and wood-framed roofs	Fair
Façade	Brick with aluminum windows	Fair
Roof	Primary: Gable construction with clay/concrete tiles Secondary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted gypsum board, ceramic Floors: VCT, ceramic tile, elastomeric coating Ceilings: Painted gypsum board, ACT	Fair
Elevators	None	Fair
Plumbing	Copper supply and cast-iron waste & venting Gas domestic water heaters Toilets, urinals, and sinks in all restrooms	Fair

City Park Pool: Systems Summary		
HVAC	Gas wall mounted unit heater	Fair
Fire Suppression	Fire extinguishers	Fair
Electrical	Source & Distribution: Main switchboard with copper wiring Interior Lighting: T-8, CFL, Emergency: None	Fair
Fire Alarm	Smoke detectors, and exit signs	Fair
Equipment/Special	Pool equipment	Fair
Accessibility	Potential moderate issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	None	

City Park Pool: Systems Expenditure Forecast

System Expenditure Forecast

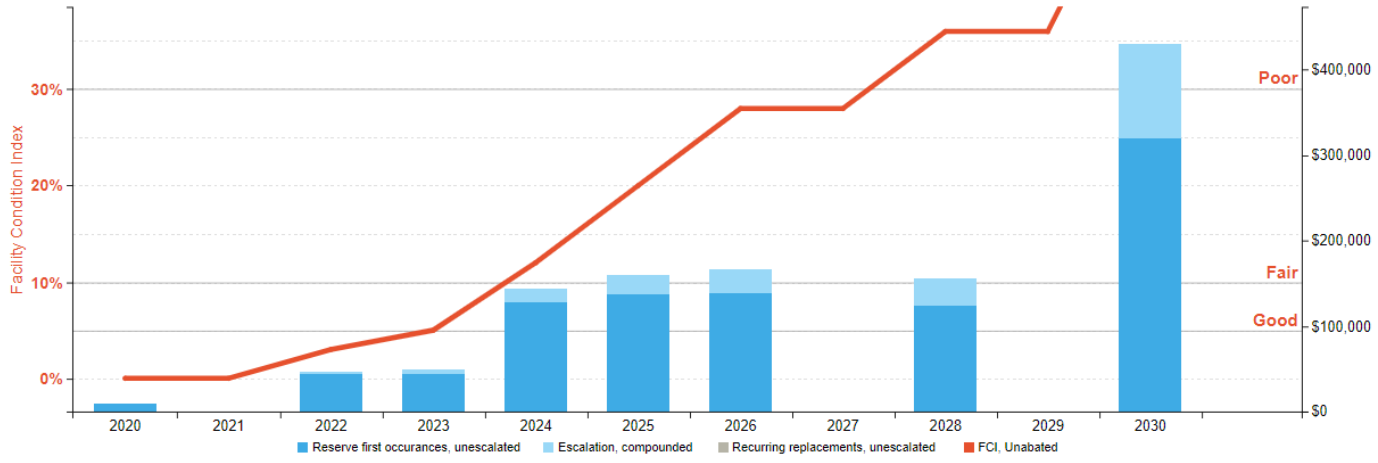
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	-	-	-	-
Facade	-	$10,200	$38,900	-	$113,000	$162,100
Roofing	-	-	-	$61,200	-	$61,200
Interiors	-	$5,500	$159,600	$9,200	$258,100	$432,300
Plumbing	-	$25,500	-	$226,900	$54,300	$306,700
HVAC	-	$8,100	-	-	$238,600	$246,700
Electrical	-	-	$105,700	$272,200	$70,700	$448,600
Fire Alarm & Comm	-	$47,800	-	-	-	$47,800
Equipment/Special	-	-	-	$166,600	$188,300	$354,900
Site Development	-	-	-	$17,100	-	$17,100
Pavement	-	-	-	-	$500	$500
Accessibility	$10,000	-	-	-	-	$10,000
TOTALS	**$10,000**	**$97,100**	**$304,200**	**$753,200**	**$923,500**	**$2,087,900**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Montebello City Park (12.93 acres) City Park Pool

Replacement Value: $ 2,058,000; Inflation rate: 3.0%



5. City Park Bandshell





City Park Bandshell: Systems Summary		
Address	1301 West Whittier Boulevard, Montebello, California 90640	
Constructed/Renovated	1960's	
Building Size	840 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Brick bearing walls and wood-framed roofs	Fair
Façade	Brick with steel windows	Fair
Roof	Primary: Shed construction with modified bituminous finish	Fair
Interiors	Walls: Painted bricks walls Floors: Unfinished Ceilings: Exposed	Fair
Elevators	None	--
Plumbing	None	--
HVAC	None	--

City Park Bandshell: Systems Summary		
Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: LED Emergency: None	Fair
Fire Alarm	None	Fair
Equipment/Special	None	Fair
Accessibility	Potential moderate issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	None.	

City Park Bandshell: Systems Expenditure Forecast

System Expenditure Forecast

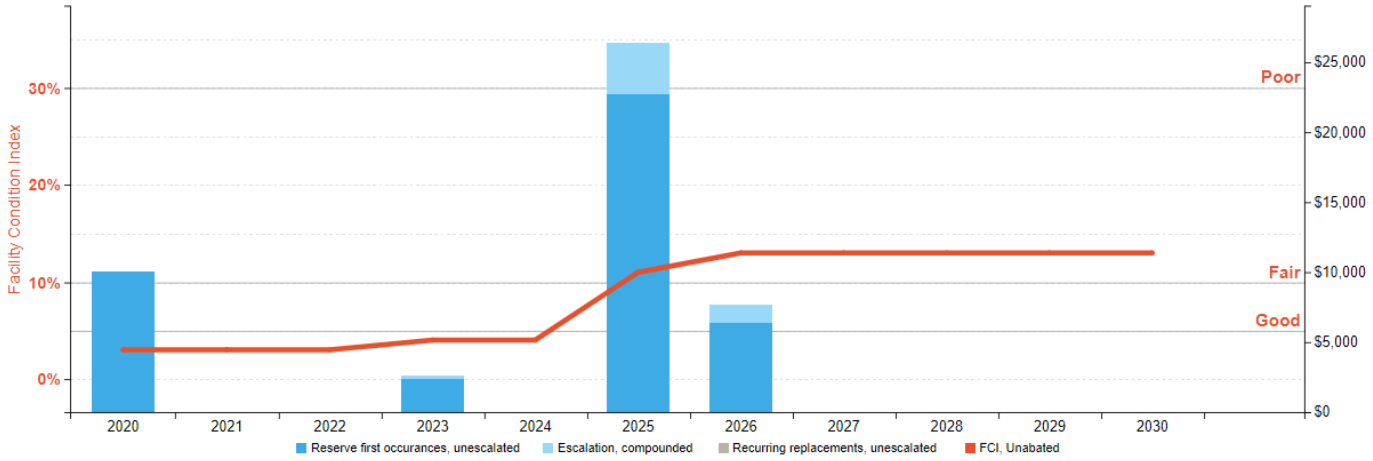
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$2,600	-	$7,700	$13,600	$23,900
Roofing	-	-	-	-	$36,200	$36,200
Electrical	-	-	$24,800	-	$1,300	$26,100
Site Development	-	-	$1,600	-	$5,600	$7,200
Site Lighting	-	-	-	-	$18,600	$18,600
Accessibility	$10,000	-	-	-	-	$10,000
TOTALS	**$10,000**	**$2,600**	**$26,400**	**$7,700**	**$75,300**	**$122,000**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

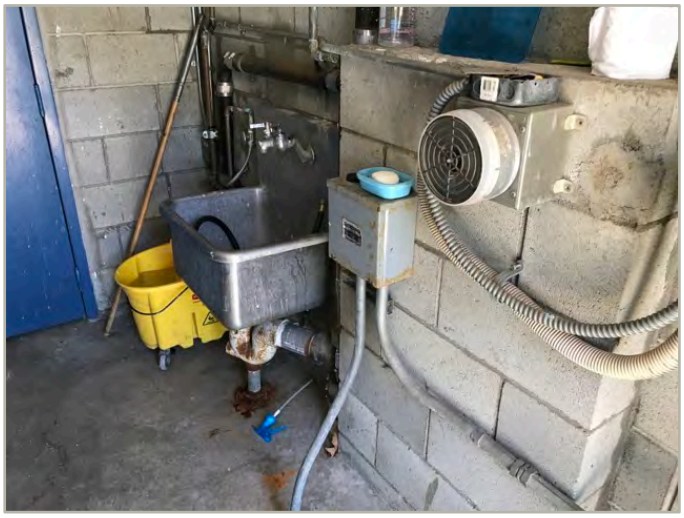
FCI Analysis: Montebello City Park (12.93 acres) City Park Bandshell

Replacement Value: $ 360,000; Inflation rate: 3.0%



6. Restroom Building





Restroom Building : Systems Summary		
Address	1301 West Whittier Boulevard, Montebello, California 90640	
Constructed/Renovated	1960's	
Building Size	950 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Fair
Façade	Painted CMU with steel doors	Fair
Roof	Primary: Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted CMU walls Floors: Unfinished Ceilings: Exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast-iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair
HVAC	None	--

Restroom Building : Systems Summary		
Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: T-8, incandescent Emergency: None	Fair
Fire Alarm	None	Fair
Equipment/Special	None	Fair
Accessibility	Unknown (Building inaccessible)	
Key Issues and Findings	None	

Restroom Building: Systems Expenditure Forecast

System Expenditure Forecast

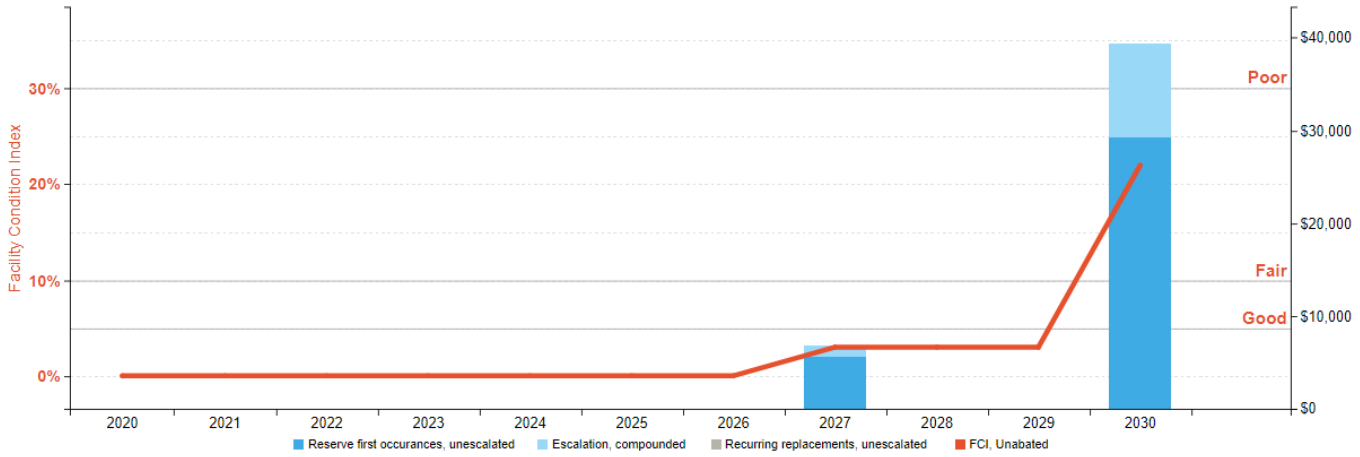
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	$6,900	$16,300	$23,300
Roofing	-	-	-	-	$8,200	$8,200
Plumbing	-	-	-	$8,500	-	$8,500
Electrical	-	-	-	$30,800	-	$30,800
TOTALS	**-**	**-**	**-**	**$46,200**	**$24,500**	**$70,800**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Montebello City Park (12.93 acres) Restroom Building

Replacement Value: $ 213,750; Inflation rate: 3.0%



7. Storage Building





Storage Building: Systems Summary		
Address	1301 West Whittier Boulevard, Montebello, California 90640	
Constructed/Renovated	1940's	
Building Size	900 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Conventional wood frame structure on concrete slab	Good
Façade	Wood siding with aluminum windows	Fair
Roof	Primary: Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted plywood Floors: VCT Ceilings: Plywood	Fair
Elevators	None	--
Plumbing	None	--
HVAC	None	--

Storage Building: Systems Summary		
Fire Suppression	Fire extinguisher	Fair
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: T-8, incandescent Emergency: None	Fair
Fire Alarm	None	Fair
Equipment/Special	None	Fair
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Damaged VCT	

Storage Building: Systems Expenditure Forecast

System Expenditure Forecast

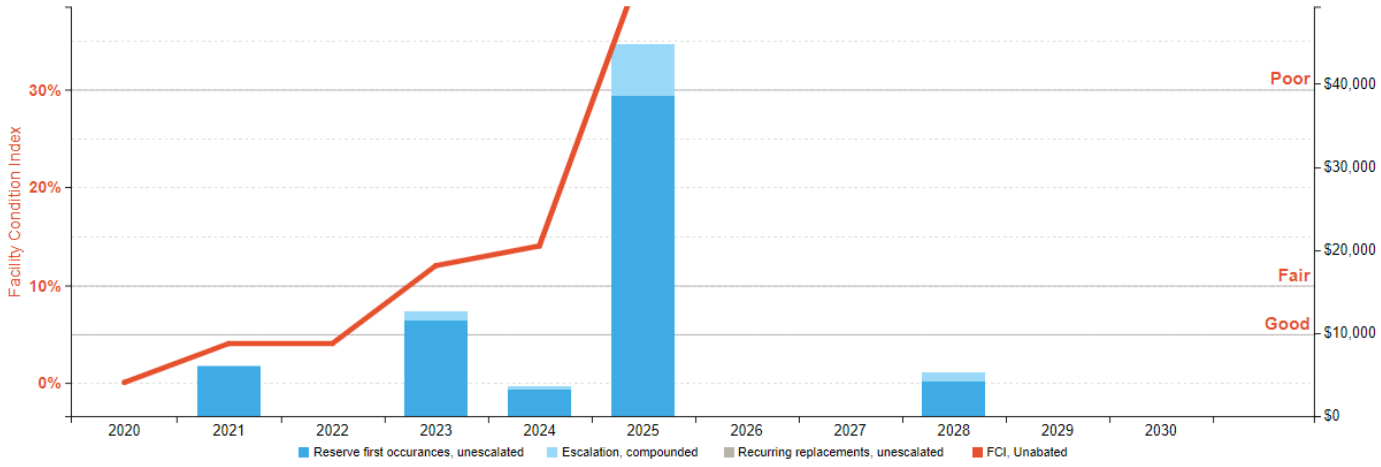
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$4,200	$44,700	$5,300	$5,700	$59,900
Roofing	-	-	-	-	$8,300	$8,300
Interiors	-	$6,200	$3,600	-	$37,100	$46,900
Electrical	-	$8,500	-	-	$24,400	$32,900
TOTALS	**-**	**$18,900**	**$48,300**	**$5,300**	**$75,500**	**$148,000**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Montebello City Park (12.93 acres) Storage Building

Replacement Value: $ 157,500; Inflation rate: 3.0%



8. Site Summary





Site Information		
Lot Size	12.93 acres (estimated)	
Parking Spaces	97 total spaces all in open lots; 10 of which are accessible	
System	*Description*	*Condition*
Pavement/Flatwork	Asphalt lot with areas of concrete and concrete sidewalks and asphalt pedestrian pavement, curbs, ramps, and stairs	Fair
Site Development	Building-mounted & Property entrance signage, chain-link and wrought iron fencing, CMU dumpster enclosures Playgrounds and sports courts, skating park, bleachers, fencing, and site lights Moderately furnished park benches, picnic tables, trash receptacles	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: LED, HPS, metal halide Building-mounted: LED, metal halide	Fair
Ancillary Structures	CMU storage and utility buildings, picnic shelter	Fair
Accessibility	Potential moderate issues have been identified associated with the site areas and a detailed accessibility study is recommended. See Appendix C	
Key Issues and Findings	None	

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$3,700	-	$8,500	$18,900	$31,000
Roofing	-	-	-	-	$6,400	$6,400
Plumbing	-	-	$5,600	$2,400	$8,700	$16,700
Electrical	-	-	-	-	$105,700	$105,700
Equipment/Special	-	-	-	$9,200	$20,600	$29,800
Pavement	-	$58,000	$39,000	$67,200	$534,000	$698,200
Landscaping	-	-	-	-	$2,782,500	$2,782,500
Site Development	-	$4,600	$9,800	$992,200	$926,500	$1,933,000
Site Lighting	-	-	$9,800	$172,000	$8,900	$190,700
Accessibility	$10,000	-	-	-	-	$10,000
TOTALS	**$10,000**	**$66,300**	**$64,200**	**$1,251,500**	**$4,412,200**	**$5,804,000**

9. Property Space Use and Observed Areas

Unit Allocation

All 12,93 Acres of the property are occupied by the City of Montebello. The spaces are mostly a combination of community and recreational facilities with supporting restrooms and storage/utility buildings.

Areas Observed

Most of the interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

The restroom building and the Pool building 2nd floor and roof were inaccessible during the visit.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Restroom Building, Locked room and no key
- Pool building 2nd floor and roof, Locked room and no key

10. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

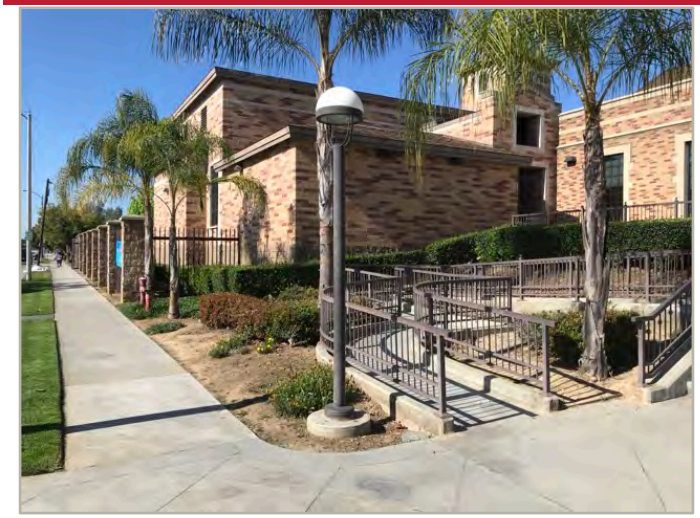
Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

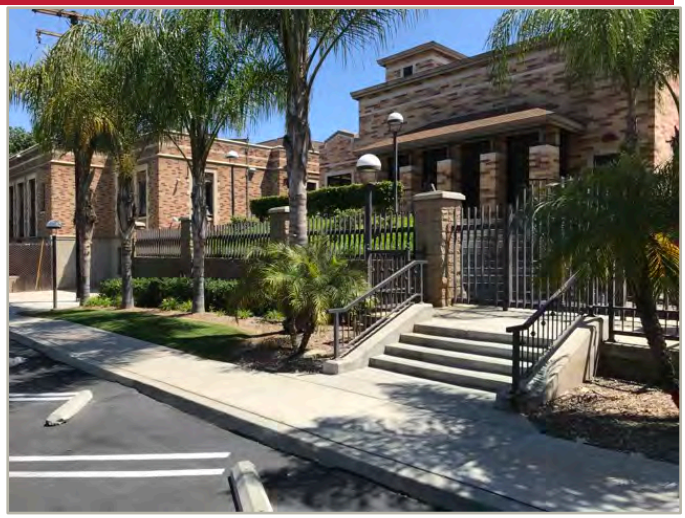
Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☒	☐
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	In-accessible		

Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Swimming Pool	☐	☒	☐

Campus Accessibility: Photographic Overview



Senior center building entrance



Senior center building entrance



Bandshell building entrance



Bandshell stage



Youth Center Building entrance



Youth Center Building entrance



Parking lot



Parking lot



Playground



Playground



Picnic Table



Exterior access route

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

11. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

12. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

13. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Montebello City Park, 1301 West Whittier Boulevard, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.
The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling, or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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Program Manager
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14. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	SENIOR CITIZENS CENTER FRONT ELEVATION



2	SENIOR CITIZENS CENTER RIGHT ELEVATION



3	SENIOR CITIZENS CENTER LEFT ELEVATION



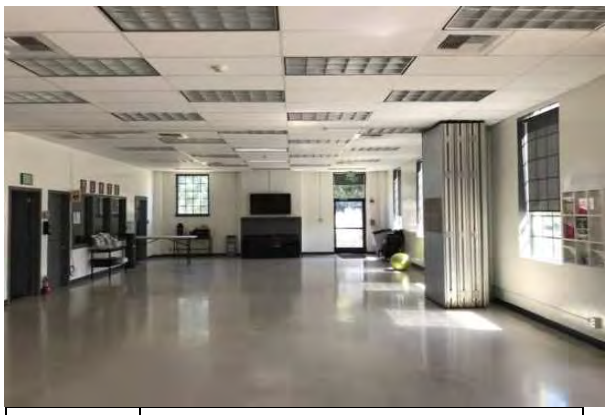
4	SENIOR CITIZENS CENTER REAR ELEVATION



5	SENIOR CENTER INTERIOR



6	SENIOR CENTER INTERIOR



7	SENIOR CENTER INTERIOR



8	SENIOR CITIZENS CENTER KITCHEN



9	SENIOR CENTER ELEVATOR



10	SENIOR CENTER SWITCHBOARD



11	SENIOR CENTER PACKAGE UNIT (RTU)



12	SENIOR CENTER PACKAGE UNIT (RTU)



13	CITY POOL BUILDING FRONT ELEVATION



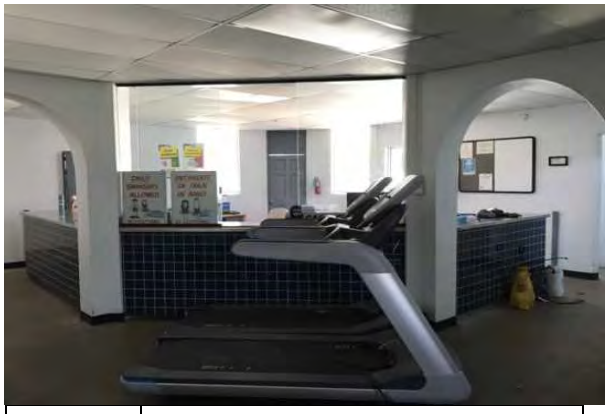
14	CITY POOL BUILDING RIGHT ELEVATION



15	CITY POOL BUILDING LEFT ELEVATION



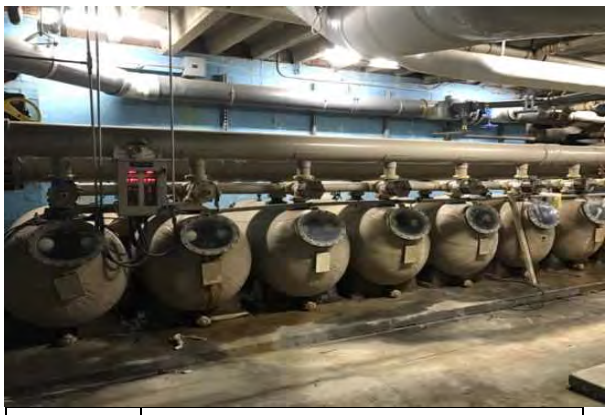
16	CITY POOL



17	CITY POOL BUILDING INTERIOR



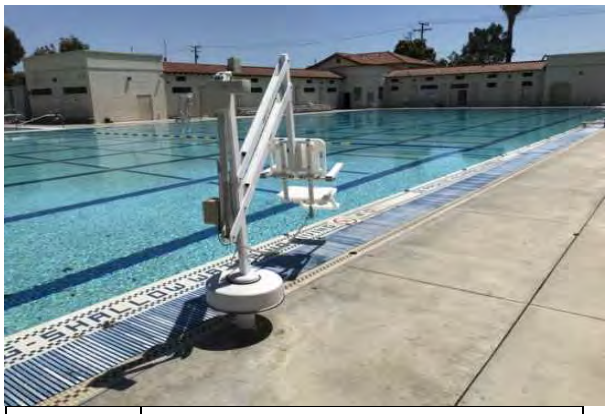
18	CITY POOL BUILDING INTERIOR



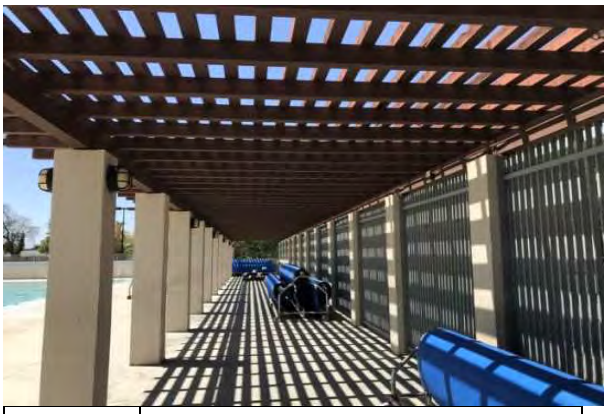
19	CITY POOL BUILDING - POOL FILTRATION SYSTEM



20	CITY POOL BUILDING - POOL HEATERS



21	SWIMMING POOL - TRANSFER DEVICE



22	CITY POOL BUILDING - INTERIOR



23	BANDSHELL FRONT ELEVATION



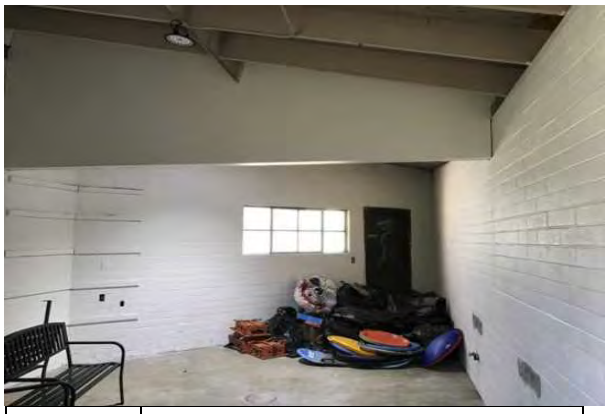
24	BANDSHELL LEFT ELEVATION



25	BANDSHELL RIGHT ELEVATION



26	BANDSHELL REAR ELEVATION



27	BANDSHELL BUILDING INTERIOR



28	BANDSHELL BUILDING STAGE



29	YOUTH CENTER FRONT ELEVATION



30	YOUTH CENTER RIGHT ELEVATION



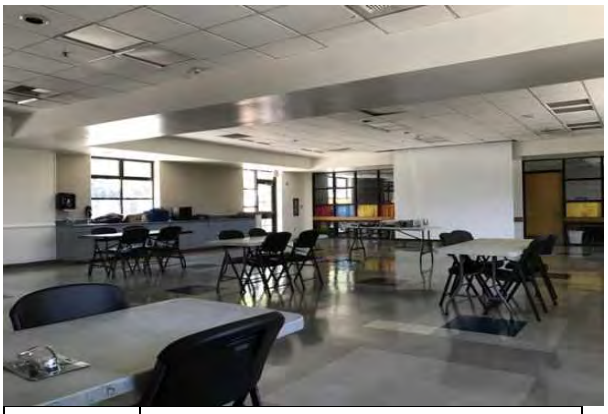
31	YOUTH CENTER LEFT ELEVATION



32	YOUTH CENTER REAR ELEVATION



33	YOUTH CENTER INTERIOR



34	YOUTH CENTER INTERIOR



35	YOUTH CENTER AIR HANDLER



36	YOUTH CENTER PACKAGED UNIT (RTU)



37	STORAGE BUILDING FRONT ELEVATION



38	STORAGE BUILDING LEFT ELEVATION



39	STORAGE BUILDING RIGHT\REAR ELEVATION



40	STORAGE BUILDING INTERIOR



41	RESTROOM BUILDING FRONT ELEVATION



42	RESTROOM BUILDING RIGHT ELEVATION



43	RESTROOM BUILDING LEFT ELEVATION



44	RESTROOM BUILDING REAR ELEVATION



45	SKATE PARK



46	SKATE PARK



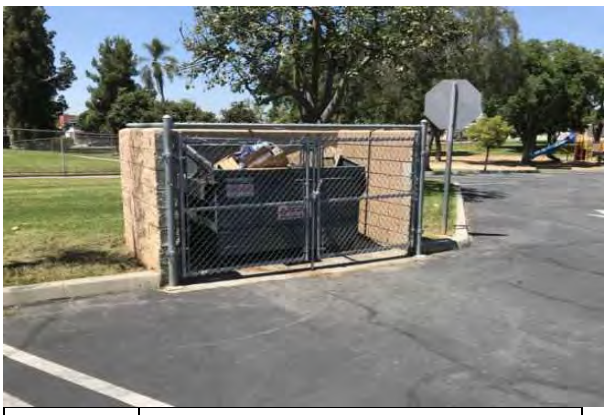
47	SOFTBALL FIELD STORAGE BUILDING



48	SOFTBALL FIELD UTILITY BUILDING



49	PICNIC SHELTER



50	SITE FURNISHINGS, TRASH RECEPTACLE



51	SITE



52	SITE



53	PEDESTRIAN PAVEMENT



54	PEDESTRIAN PAVEMENT



55	PARKING LOT



56	PICNIC TABLE



57	SOFTBALL FIELD



58	BASKETBALL COURT



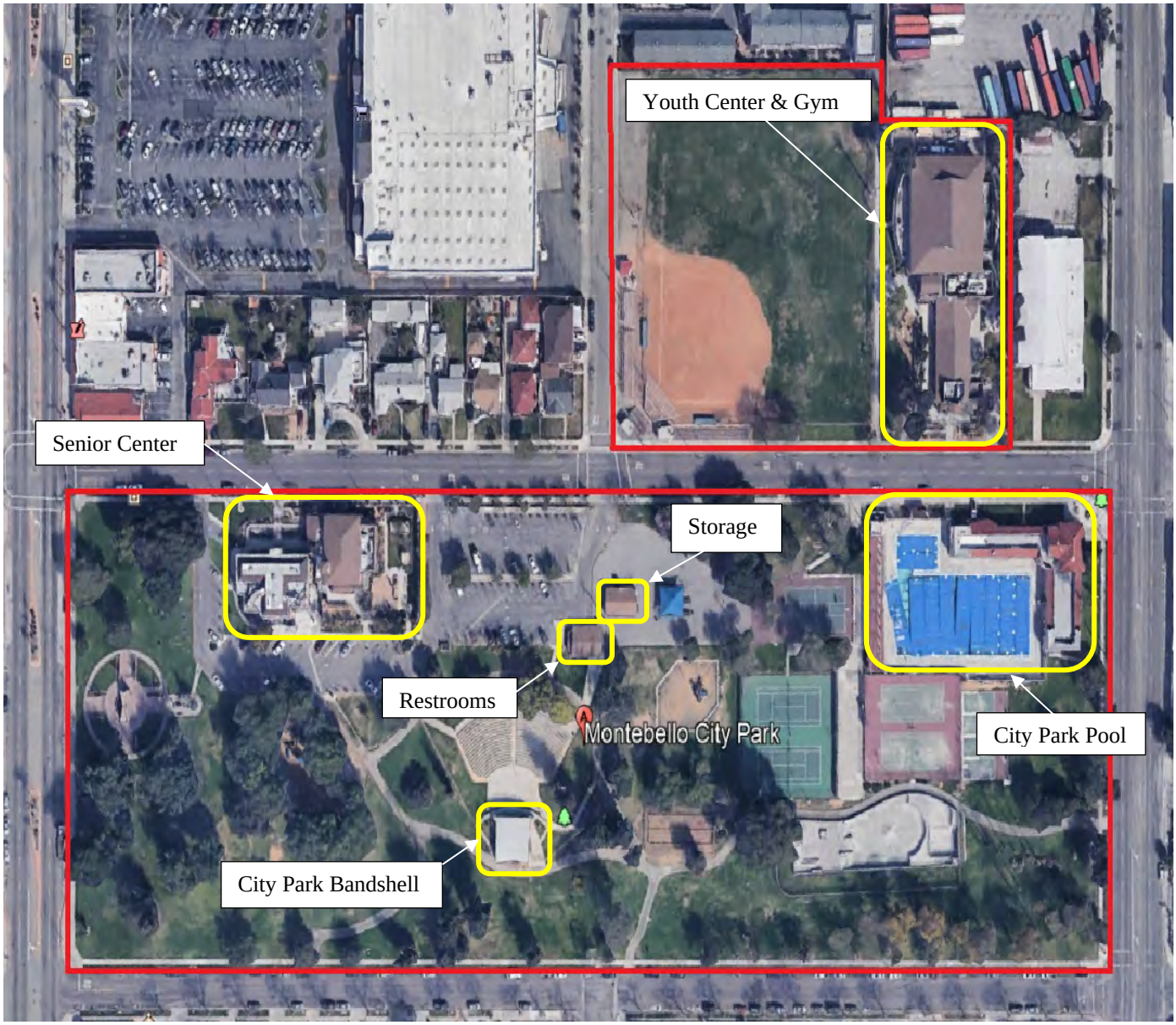
59	TENNIS FIELDS



60	PLAY STRUCTURE

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-001.354	Montebello City Park
Source	**On-Site Date**
Google	April 23 - 24, 2020

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | Montebello City Park (12.93 acres) / City Park Bandshell

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,600 SF	6	1822225
B2021	Building exterior	Fair	Window, Steel 24 SF, 1-2 Stories	1	12	1822192
B2032	Building exterior	Fair	Exterior Door, Steel	3	3	1822330
Roofing						
B3011	Roof	Fair	Roof, Modified Bituminous	1,950 SF	11	1822216
Electrical						
D5019		Fair	Full Electrical System Upgrade, Low Density/Complexity	840 SF	5	1829881
D5022	Building exterior	Good	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	3	17	1822248
D5029		Fair	Lighting System, Interior, Low Density & Standard Fixtures	840 SF	5	1829882
Site Development						
G2041	Site	Fair	Fences & Gates, Chain Link, 6' High	620 LF	25	1822348
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823671
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823755
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823745
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823783
Site Lighting						
G4021	Site	Good	Site Pole Light, 100 WATT, Replace/Install	2	17	1822252
Accessibility						
Z105X		NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1829880

Component Condition Report | Montebello City Park (12.93 acres) / City Park Pool

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1022	City Park Pool	Fair	Roof Structure, Pitched, Wood Structure	2,000 SF	55	1822261
Facade						
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	8,600 SF	4	1822268
B2021	Building exterior	Fair	Window, Aluminum Double-Glazed 12 SF, 1-2 Stories	32	14	1822357
B2021	Building exterior	Fair	Window, Aluminum Double-Glazed 12 SF, 1-2 Stories	3	14	1822185
B2032	Building exterior	Fair	Exterior Door, Wood Solid-Core	10	3	1822195
B2032	Building exterior	Fair	Exterior Door, Steel	2	15	1822227
B2034	Building exterior	Fair	Overhead/Dock Door, 144 SF	1	14	1822281
B2039	City Park Pool	Fair	Pedestrian Gate, Wrought Iron	3	19	1822277
Roofing						
B3011	Roof	Fair	Roof, Clay/Concrete Tile	4,100 SF	25	1822202
B3011	Roof	Fair	Roof, Modified Bituminous	3,400 SF	10	1823900
Interiors						
C1021	City Park Pool	Fair	Interior Door, Wood Solid-Core	13	15	1822314

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C1031	Women's Locker Room	Fair	Toilet Partitions, Metal	6	10	1822234
C1031	Men's Locker Room	Fair	Toilet Partitions, Metal	6	12	1822205
C3012	Women's Locker Room	Fair	Interior Wall Finish, Ceramic Tile	480 SF	25	1822358
C3012	Men's Locker Room	Fair	Interior Wall Finish, Ceramic Tile	480 SF	25	1822279
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	18,100 SF	5	1822316
C3021	Throughout building	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	8,400 SF	5	1822256
C3024	Women's Locker Room	Fair	Interior Floor Finish, Ceramic Tile	210 SF	25	1822186
C3024	Family Changing Rooms	Fair	Interior Floor Finish, Vinyl Tile (VCT)	750 SF	3	1822286
C3024	Men's Locker Room	Fair	Interior Floor Finish, Ceramic Tile	210 SF	25	1822237
C3032	Reception Area	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	850 SF	16	1822196
Plumbing						
D2011	Women's Locker Room	Fair	Toilet, GPF	6	10	1822197
D2011	Men's Locker Room	Fair	Toilet, 1.25 GPF	6	10	1822188
D2012	Men's Locker Room	Fair	Urinal, GPF	6	3	1822317
D2014	Men's Locker Room	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	10	1822305
D2014	Women's Locker Room	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	10	1822230
D2017	Women's Locker Room	Fair	Shower Head w/ Valve, GPM	5	10	1822204
D2017	Men's Locker Room	Fair	Shower Head w/ Valve, 2.25 GPM	6	10	1822187
D2018	City Park Pool	Fair	Drinking Fountain, Outside/Site Style	3	3	1822294
D2021	Site	Fair	Backflow Preventer, 2 INCH	1	15	1822221
D2023	City Park Pool	Fair	Water Heater, 75 GAL	1	11	1822331
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	8,400 SF	8	1829064
D2043	City Park Pool	Fair	Sump Pump, 3 HP	2	10	1822315
HVAC						
D3021	City Park Pool	Fair	Boiler, 1999 MBH	1	19	1822219
D3021	City Park Pool	Fair	Boiler, 1999 MBH	1	19	1822240
D3051	Family Changing Rooms	Fair	Unit Heater, 100 MBH	1	3	1822335
Electrical						
D5012	City Park Pool	Fair	Variable Frequency Drive (VFD), 50 HP Motor	1	16	1822333
D5012	City Park Pool	Fair	Secondary Transformer, 45 kVA	1	19	1822337
D5019	Throughout building	Fair	Full Electrical System Upgrade, Medium Density/Complexity	8,400 SF	10	1829063
D5022	City Park Pool	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	14	4	1822233
D5022	City Park Pool	Good	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	16	18	1822244
D5029	Throughout building	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	8,400 SF	4	1822349
Fire Alarm & Comm						
D5037	Throughout building	Fair	Fire Alarm System, Standard Addressable, Install	8,400 SF	2	1829062
Equipment/Special						
E1099	Site	Fair	Bleacher, 1 - 15 TIER, Replace (per Seat)	2	12	1822263
E1099	Site	Fair	Bleacher, Telescoping Manual, 21 to 30 Tier	3	13	1822307

Component Condition Report | Montebello City Park (12.93 acres) / City Park Pool

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822346
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822262
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822231
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822324
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822278
F1041	City Park Pool	Fair	Swimming Pool, Concrete Deck	10,000 SF	25	1822228
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822212
F1041	City Park Pool	Fair	Circulation Pump, 50 HP	1	14	1822258
F1041	Senior Center	Fair	Swimming Pool, Accessible Lift Transfer Device	1	12	1822209
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822238
F1041	City Park Pool	Fair	Swimming Pool, Lifeguard Chair	3	17	1822310
F1041	City Park Pool	Fair	Swimming Pool, Plaster Basin, Refinish	16,800 SF	6	1822309
F1041	City Park Pool	Fair	Swimming Pool, Filtration System	1	11	1822193
Pavement						
G2016	Site	Fair	Site, Signage	1	12	1822319
Site Development						
G2044	Site	Fair	Signage, Property, Monument/Pylon	1	10	1822190
Accessibility						
Z105X		NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1829646

Component Condition Report | Montebello City Park (12.93 acres) / Restroom Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Restrooms Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,400 SF	7	1823665
B2032	Restrooms Building	Fair	Exterior Door, Steel	5	19	1823728
Roofing						
B3011	Restrooms Building	Fair	Roof, Asphalt Shingle 20-Year	1,100 SF	13	1823674
Plumbing						
D2014	Restrooms Building	Fair	Service Sink, Wall-Hung	1	25	1823781
D2029		Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	950 SF	10	1829067
Electrical						
D5019		Fair	Full Electrical System Upgrade, Medium Density/Complexity	950 SF	10	1829066

Component Condition Report | Montebello City Park (12.93 acres) / Senior Center

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2021	Senior Center	Fair	Window, 12 SF	32	18	1822339
B2031	Senior Center	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	5	11	1822226
B2032	Senior Center	Fair	Exterior Door, Steel	5	20	1822257
Roofing						

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	4,800 SF	14	1822276
B3011	Roof	Fair	Roof, Modified Bituminous	3,100 SF	14	1822264
B3021	Roof	Fair	Roof Skylight, per unit (9-20 SF)	2	14	1822354
Interiors						
C1031	North Wing Lower Floor-Women's Restroom	Fair	Toilet Partitions, Metal	3	12	1822266
C1031	North Wing Women's Restroom	Fair	Toilet Partitions, Metal	3	12	1822308
C1031	South side Men's Restroom	Fair	Toilet Partitions, Wood	3	12	1822201
C1031	North Wing Lower Floor-Men's Restroom	Fair	Toilet Partitions, Metal	2	12	1822355
C1031	South side Women's Restroom	Fair	Toilet Partitions, Wood	6	12	1822198
C1031	North Wing Men's Restroom	Fair	Toilet Partitions, Metal	2	12	1822211
C3012	North Wing Women's Restroom	Fair	Interior Wall Finish, Ceramic Tile	105 SF	25	1822207
C3012	North Wing Lower Floor-Men's Restroom	Fair	Interior Wall Finish, Ceramic Tile	210 SF	18	1822297
C3012	South side Men's Restroom	Fair	Interior Wall Finish, Ceramic Tile	450 SF	24	1822326
C3012	North Wing Men's Restroom	Fair	Interior Wall Finish, Ceramic Tile	105 SF	25	1822312
C3012	Kitchen	Good	Interior Wall Finish, Vinyl	1,200 SF	12	1822342
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	26,800 SF	6	1822356
C3012	South side Women's Restroom	Fair	Interior Wall Finish, Ceramic Tile	450 SF	24	1822282
C3012	North Wing Lower Floor-Women's Restroom	Fair	Interior Wall Finish, Ceramic Tile	255 SF	22	1822284
C3024	North Wing Lower Floor	Fair	Interior Floor Finish, Vinyl Sheeting	2,900 SF	9	1822343
C3024	North Wing Lower Floor-Men's Restroom	Fair	Interior Floor Finish, Marble	165 SF	22	1822270
C3024	North Wing Men's Restroom	Fair	Interior Floor Finish, Vinyl Sheeting	130 SF	7	1822322
C3024	North Wing Lower Floor-Women's Restroom	Fair	Interior Floor Finish, Marble	225 SF	22	1822328
C3024	South side Men's Restroom	Fair	Interior Floor Finish, Ceramic Tile	210 SF	24	1822359
C3024	South Wing Hall	Fair	Interior Floor Finish, Wood Parquetry	2,500 SF	22	1822321
C3024	Kitchen	Fair	Interior Floor Finish, Quarry Tile	725 SF	26	1822246
C3024	South Wing Hall	Fair	Interior Floor Finish, Wood Parquetry, Refinish	2,500 SF	4	1822291
C3024	North Wing Lower Floor Kitchen	Fair	Interior Floor Finish, Quarry Tile	580 SF	24	1822232
C3024	South side Women's Restroom	Fair	Interior Floor Finish, Ceramic Tile	210 SF	24	1822214
C3024	North Wing Women's Restroom	Fair	Interior Floor Finish, Vinyl Sheeting	150 SF	7	1822250
C3024	North Wing Hall	Fair	Interior Floor Finish, Vinyl Tile (VCT)	4,200 SF	11	1822350
C3025	North Wing Hall	Fair	Interior Floor Finish, Carpet Commercial Standard	400 SF	7	1822199
C3032	North Wing Hall	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	4,600 SF	18	1822280
C3032	South Wing Hall	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	2,100 SF	18	1822320
C3032	Kitchen	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	725 SF	12	1822213
C3032	North Wing Lower Floor	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	2,900 SF	15	1822275
Elevators						
D1011	Senior Center	Fair	Elevator, 20 HP, Renovate	1	16	1822290
D1019	Senior Center	Fair	Elevator Cab Finishes, Standard w/ Stainless Steel Doors	1	6	1822301
Plumbing						

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2011	South side Men's Restroom	Fair	Toilet, Commercial Water Closet	3	12	1822200
D2011	North Wing Lower Floor-Men's Restroom	Fair	Toilet, GPF	2	12	1822251
D2011	North Wing Men's Restroom	Fair	Toilet, GPF	2	12	1822344
D2011	North Wing Lower Floor-Women's Restroom	Fair	Toilet, GPF	3	12	1822236
D2011	South side Women's Restroom	Fair	Toilet, Commercial Water Closet	6	12	1822271
D2011	North Wing Women's Restroom	Fair	Toilet, GPF	3	12	1822243
D2012	North Wing Lower Floor-Men's Restroom	Fair	Urinal, GPF	1	12	1822311
D2012	North Wing Men's Restroom	Fair	Urinal, GPF	2	12	1822285
D2012	South side Men's Restroom	Fair	Urinal, GPF	2	12	1822210
D2014	Kitchen	Good	Commercial Kitchen Sink, Stainless Steel, 2-Bowl	1	25	1822318
D2014	North Wing Lower Floor	Fair	Service Sink, Wall-Hung	1	15	1822241
D2014	Kitchen	Good	Commercial Kitchen Sink, Stainless Steel, 2-Bowl	1	25	1822351
D2014	North Wing Lower Floor-Men's Restroom	Fair	Sink/Lavatory, Pedestal, Vitreous China	2	4	1822341
D2014	North Wing Lower Floor Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 2-Bowl	1	14	1822189
D2014	Kitchen	Good	Commercial Kitchen Sink, Stainless Steel, 2-Bowl	1	25	1822295
D2014	Kitchen	Good	Commercial Kitchen Sink, Stainless Steel, 2-Bowl	1	25	1822260
D2014	North Wing Men's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	12	1822253
D2014	South side Men's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	12	1822239
D2014	South side Women's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	12	1822336
D2014	North Wing Hall	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	22	1822194
D2014	North Wing Women's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	12	1822191
D2014	North Wing Lower Floor-Women's Restroom	Fair	Sink/Lavatory, Pedestal, Vitreous China	2	4	1822340
D2018	Senior Center	Fair	Drinking Fountain, Interior	2	9	1822220
D2018	North Wing Lower Floor	Fair	Drinking Fountain, Interior	1	4	1822267
D2021	Senior Center	Fair	Backflow Preventer, 3 INCH	1	25	1822334
D2023	North Wing Lower Floor	Fair	Water Heater, 12 GAL	1	10	1822306
D2023	Kitchen	Fair	Water Heater, 100 GAL	1	5	1822327
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	15,000 SF	16	1829162
Fire Suppression						
D4019	Throughout building	Fair	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	15,000 SF	16	1822296
D4091	Kitchen	Fair	Fire Suppression System, Commercial Kitchen (per LF of Hood)	1 LF	10	1837371
HVAC						
D3042	Senior Center	Fair	Exhaust Fan, 200 CFM	1	10	1822345
D3042	Senior Center	Fair	Exhaust Fan, 200 CFM	1	10	1822352
D3052	South Roof	Fair	Packaged Unit (RTU), 20 Ton	1	6	1822353
D3052	South Roof	Fair	Packaged Unit (RTU), 15 Ton	1	6	1822287
D3052	North Roof	Fair	Packaged Unit (RTU), 10 TON	1	3	1822229
D3052	North Roof	Fair	Packaged Unit (RTU), 3 TON	1	5	1822288
D3052	North Roof	Fair	Packaged Unit (RTU), 10 TON	1	3	1822269

Component Condition Report | Montebello City Park (12.93 acres) / Senior Center

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D3094	Kitchen	Fair	Air Curtain, 1000 CFM	1	12	1822217
Electrical						
D5012	Senior Center	Fair	Secondary Transformer, 112.5 kVA	1	11	1822323
D5012	Senior Center	Fair	Main Distribution Panel, 400 AMP	1	11	1822208
D5012	Senior Center	Fair	Building/Main Switchboard, 800 AMP	1	16	1822259
D5019	Throughout building	Fair	Full Electrical System Upgrade, Medium Density/Complexity	15,000 SF	16	1829163
D5022	Senior Center	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	12	8	1822283
D5022	Senior Center	Fair	LED Lighting Fixture, Pole Mounted, 200 W	12	12	1822222
D5029	Senior Center	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	15,000 SF	6	1822304
Fire Alarm & Comm						
D5037	Throughout building	Fair	Fire Alarm System, Standard Addressable, Upgrade/Install	15,000 SF	10	1822224
D5037	Senior Center	Fair	Fire Alarm Control Panel, Basic/Zoned	1	8	1822274
D5038	Senior Center	Fair	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	15,000 SF	10	1822313
Equipment/Special						
E1093	Kitchen	Fair	Commercial Kitchen, Range/Oven, 4-Burner	1	5	1822302
E1093	Kitchen	Fair	Commercial Kitchen, Refrigerator, 1-Door Reach-In	1	11	1822303
E1093	Kitchen	Fair	Commercial Kitchen, Griddle	1	7	1822254
E1093	North Wing Lower Floor Kitchen	Fair	Commercial Kitchen, Exhaust Hood, 3 to 6 LF	1	5	1822292
E1093	Kitchen	Fair	Commercial Kitchen, Garbage Disposal, 1 to 3 HP	1	9	1822360
E1093	Kitchen	Poor	Commercial Kitchen, Dishwasher	1	1	1822272
E1093	North Wing Lower Floor Kitchen	Fair	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle	1	3	1822247
E1093	North Wing Lower Floor Kitchen	Fair	Commercial Kitchen, Convection Oven, Double	1	3	1822235
E1093	Kitchen	Fair	Commercial Kitchen, 6 LF	1	11	1822329
E1093	Kitchen	Fair	Commercial Kitchen, Icemaker, Freestanding	1	12	1822242
E1093	North Wing Hall	Fair	Commercial Kitchen, Icemaker, Freestanding	1	10	1822206
Site Development						
G2041	Site	Fair	Fences & Gates, Wrought Iron, 6' High	360 LF	31	1822215
G2044	Senior Center	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	8	1822347
G2045	Senior Center	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	2	18	1822273
G2045	Senior Center	Fair	Park Grill (Barbeque), Large Group	2	11	1822300
G2045	Senior Center	Fair	Site Furnishings, Park Bench, Metal Powder-Coated	4	14	1822184
G2045	Senior Center	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	2	3	1822338
G2045	Senior Center	Fair	Site Furnishings, Picnic Table, Wood	3	8	1822325

Component Condition Report | Montebello City Park (12.93 acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Baseball Field Storage	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	420 SF	3	1823784
B2011	Baseball Field Storage 2	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	420 SF	3	1823714
B2011	Baseball Field Electrical Bldg	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	470 SF	7	1823742

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
B2032	Baseball Field Electrical Bldg	Fair	Exterior Door, Steel	2	15	1823793
B2039	Baseball Field Storage	Fair	Exterior Door, Metal Wire Mesh	1	7	1823713
B2039	Baseball Field Storage 2	Fair	Exterior Door, Metal Wire Mesh	1	6	1823804
Roofing						
B3011	Baseball Field Storage	Fair	Roof, Metal	180 SF	25	1823720
B3011	Baseball Field Storage 2	Fair	Roof, Modified Bituminous	180 SF	13	1823775
B3011	Baseball Field Electrical Bldg	Fair	Roof, Modified Bituminous	150 SF	12	1823766
Plumbing						
D2018	Basketball Court	Fair	Drinking Fountain, Outside/Site Style	1	5	1823716
D2018	Tennis Courts	Fair	Drinking Fountain, Exterior/Site, Metal Pedestal	1	6	1823788
Electrical						
D5012	Baseball Field Electrical Bldg	Fair	Building/Main Switchboard, 277/480 V, 400 Amp	1	19	1823725
D5012	Baseball Field Electrical Bldg	Fair	Secondary Transformer, Dry, 75 kVA	1	19	1823771
Equipment/Special						
E1099	Baseball Field	Fair	Bleacher, 30+ TIER, Replace (per Seat)	6	12	1823737
F1041	Baseball Field Electrical Bldg	Fair	Circulation Pump, Swimming Pool, 3 HP	1	10	1823785
Pavement						
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	44,500 SF	3	1822332
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	44,500 SF	19	1822249
G2022	Site	Fair	Pathway, Concrete Pavement	5,400 SF	22	1823772
G2022	Tennis Courts	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	28,000 SF	2	1823706
G2031	Site	Fair	Pedestrian Pavement, Sidewalk, Asphalt	16,800 SF	5	1822299
G2031	Site	Fair	Pedestrian Pavement, Sidewalk, Asphalt	16,800 SF	2	1824768
Site Development						
G2041	Tennis Courts	Fair	Fences & Gates, Chain Link, 6' High	9,999 LF	18	1823721
G2041	Baseball Field	Fair	Fences & Gates, Chain Link, 8' High	1,280 LF	25	1823805
G2041	Skatepark	Fair	Fences & Gates, Wrought Iron, 4' High	780 LF	30	1823692
G2044	Site	Good	Signage, Property, Monument	1	16	1822203
G2044	Site	Fair	Signage, Property, Monument	2	14	1823770
G2045	Site	Fair	Site Furnishings, Park Bench, Precast Concrete	1	15	1823778
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	20	1823803
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823752
G2045	Parking lot	Fair	Site Furnishings, Trash Receptacle	1	22	1822223
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823686
G2045	Tennis Courts	Fair	Site Furnishings - Metal Trash Receptacles, Metal Trash Receptacles	1	5	1823759
G2045	Site	Fair	Site Furnishings, Park Bench, Precast Concrete	1	17	1823732
G2045	Site	Fair	Site Furnishings, Park Bench, Precast Concrete	1	18	1823712
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823741
G2045	Tennis Courts	Fair	Site Furnishings, Park Bench, Precast Concrete	1	13	1823730

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Site	Fair	Site Furnishings, Picnic Table, Metal Powder-Coated	1	8	1823779
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823760
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823758
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823670
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823815
G2045	Picnic Shelter	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	3	5	1823660
G2045	Site	Fair	Site Furnishings, Picnic Table, Metal Powder-Coated	1	16	1823717
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823739
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823673
G2045	Basketball Court	Fair	Site Furnishings, Park Bench, Precast Concrete	1	15	1823675
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass	1	5	1823800
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823666
G2045	Picnic Shelter	Fair	Site Furnishings, Park Bench, Precast Concrete	1	15	1823702
G2045	Site	Fair	Site Furnishings, Picnic Table, Wood/Composite/Fiberglass	2	12	1823744
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	12	1823794
G2045	Picnic Shelter	Fair	Site Furnishings, Park Bench, Precast Concrete	14	21	1823704
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	12	1823676
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles	1	5	1823708
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles	1	5	1822289
G2047	Site	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	4,500 SF	8	1823678
G2047	Site	Fair	Play Surfaces & Sports Courts, Skate Park	12,000 SF	10	1823812
G2047	Site	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	4,200 SF	10	1822218
G2047	Site	Fair	Play Structure, Medium	1	15	1823817
G2047	Baseball Field	Fair	Play Surfaces & Sports Courts, Sand, 3" Depth	22,400 SF	14	1823754
G2047	Basketball Court	Fair	Sports Apparatus, Basketball Backstop	2	13	1823661
G2047	Site	Fair	Play Structure, Large	1	16	1822298
G2047	Basketball Court	Fair	Play Surfaces & Sports Courts, Asphalt, Seal & Stripe	7,000 SF	3	1823664
G2049	Picnic Shelter	Fair	Shed/Gazebo/Shade Structure, Basic	750 SF	15	1823761
Landscaping						
G2057	Site	Fair	Irrigation System	348,600 SF	18	1822255
Site Lighting						
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823724
G4021	Parking lot	Fair	Site Pole Light, 1000 WATT, Replace/Install	2	6	1822245
G4021	Basketball Court	Good	Site Pole Light, 1000 W (LED Lamp Replacement)	1	17	1823753
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823689
G4021	Site	Fair	Site Walkway Bollard Light, 70 - 250 WATT, Replace/Install	7	5	1822293
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823738
G4021	Tennis Courts	Fair	Site Pole Light, 100 WATT, Replace/Install	10	8	1823687
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823806

Component Condition Report | Montebello City Park (12.93 acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823787
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823749
G4021	Baseball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	6	1823746
Accessibility						
Z105X		NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1829879

Component Condition Report | Montebello City Park (12.93 acres) / Storage Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Storage Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	960 SF	3	1823789
B2011	Storage Building	Fair	Exterior Wall, Wood Clapboard Siding, 1-2 Stories	960 SF	5	1823690
B2021	Storage Building	Fair	Window, 12 SF	4	8	1823727
B2032	Storage Building	Fair	Exterior Door, Steel	1	8	1823786
Roofing						
B3011	Storage Building	Fair	Roof, Asphalt Shingle 20-Year	1,150 SF	12	1823780
Interiors						
C3012	Storage Building	Fair	Interior Wall Finish, any surface, Prep & Paint	1,600 SF	4	1829885
C3024	Storage Building	Poor	Interior Floor Finish, Vinyl Tile (VCT)	900 SF	1	1823777
C3031	Storage Building	Fair	Interior Ceiling Finish, Plywood	900 SF	15	1823810
Electrical						
D5019	Storage Building	Fair	Full Electrical System Upgrade, Low Density/Complexity	900 SF	15	1829164
D5022	Storage Building	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	2	3	1823688
D5029	Storage Building	Fair	Lighting System, Interior, Low Density & Standard Fixtures	900 SF	3	1823791

Component Condition Report | Montebello City Park (12.93 acres) / Youth Center and Gym

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2021	Interior Basketball Court	Fair	Window, 24 SF	17	14	1823801
B2021	Building exterior	Fair	Window, 24 SF	7	14	1823765
B2031	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	1	18	1823768
B2031	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	4	18	1823703
B2032	Building exterior	Fair	Exterior Door, 144	8	18	1823802
B2034	Building exterior	Fair	Overhead/Dock Door, 48 SF	1	10	1823677
Roofing						
B3011	Roof	Fair	Roof, Modified Bituminous	1,600 SF	7	1823685
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	15,800 SF	11	1823799
Interiors						
C1031	Women's Restroom	Fair	Toilet Partitions, Wood	11	11	1823798
C1031	Men's Restroom	Fair	Toilet Partitions, Wood	4	11	1823736
C3012	Gym Recreation Room	Fair	Interior Wall Finish, any surface, Prep & Paint	1,600 SF	6	1823811

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C3012	Men's Restroom	Fair	Interior Wall Finish, Ceramic Tile	680 SF	28	1823680
C3012	Kitchen	Fair	Interior Wall Finish, Vinyl	600 SF	10	1823683
C3012	Women's Restroom	Fair	Interior Wall Finish, Ceramic Tile	840 SF	16	1823757
C3012	Daycare	Fair	Interior Wall Finish, any surface, Prep & Paint	1,600 SF	6	1823700
C3012	Kitchen	Fair	Interior Wall Finish, Vinyl	780 SF	10	1823776
C3012	Unisex Restroom	Fair	Interior Wall Finish, Ceramic Tile	300 SF	31	1823809
C3024	Interior Basketball Court	Fair	Interior Floor Finish, Wood Parquetry	8,500 SF	19	1823808
C3024	Daycare	Fair	Interior Floor Finish, Vinyl Tile (VCT)	350 SF	11	1823697
C3024	Unisex Restroom	Fair	Interior Floor Finish, Ceramic Tile	70 SF	16	1823814
C3024	Women's Restroom	Fair	Interior Floor Finish, Ceramic Tile	470 SF	16	1823734
C3024	Kitchen	Fair	Interior Floor Finish, Quarry Tile	310 SF	41	1823782
C3024	Gym Recreation Room	Fair	Interior Floor Finish, Vinyl Tile (VCT)	2,550 SF	9	1823682
C3024	Reception	Fair	Interior Floor Finish, Ceramic Tile	580 SF	16	1823719
C3024	Interior Basketball Court	Fair	Interior Floor Finish, Wood Parquetry, Refinish	8,500 SF	7	1823709
C3024	Men's Restroom	Fair	Interior Floor Finish, Ceramic Tile	320 SF	31	1823733
C3025	Daycare	Fair	Interior Floor Finish, Carpet Commercial Standard	250 SF	7	1823672
C3025	Offices	Fair	Interior Floor Finish, Carpet Commercial Standard	310 SF	4	1823668
C3032	Daycare	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	2,550 SF	16	1823701
C3032	Gym Recreation Room	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	2,550 SF	16	1823740
C3032	Offices & Reception	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	640 SF	5	1823707
Plumbing						
D2011	Unisex Restroom	Fair	Toilet, GPF	1	18	1823769
D2011	Men's Restroom	Fair	Toilet, GPF	4	18	1823763
D2011	Women's Restroom	Fair	Toilet, GPF	11	18	1823731
D2012	Men's Restroom	Fair	Urinal, GPF	3	18	1823748
D2014	Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 2-Bowl	1	21	1823816
D2014	Kitchen	Fair	Service Sink, Floor	1	11	1823723
D2014	Concession	Fair	Service Sink, Floor	1	26	1823711
D2014	Women's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	3	18	1823756
D2014	Men's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	18	1823698
D2014	Concession	Fair	Commercial Kitchen Sink, Stainless Steel, 3-Bowl	1	5	1823696
D2014	Concession	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	15	1823813
D2014	Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	21	1823694
D2014	Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	21	1823715
D2014	Concession Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	15	1823663
D2014	Unisex Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	18	1823750
D2018	Interior Basketball Court	Fair	Drinking Fountain, Interior	2	6	1823743
D2023	Gym Showers	Good	Water Heater, 40 GAL	1	18	1823681
D2023	Kitchen	Good	Water Heater, 40 GAL	1	14	1823693

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	15,000 SF	16	1829884
Fire Suppression						
D4019	Throughout building	Fair	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	15,000 SF	16	1823797
HVAC						
D3041	UPS Room	Fair	Fan Coil Unit, 5 TON	1	6	1823705
D3041	Roof	Fair	Air Handler (AHU), 20000 CFM	1	10	1823751
D3051	Interior Basketball Court	Fair	Unit Heater, 2 kW	4	11	1823792
D3052	Roof	Fair	Packaged Unit (RTU), 20 TON	1	4	1823747
D3052	Roof	Fair	Packaged Unit (RTU), 20 TON	1	4	1823669
D3052	Roof	Fair	Packaged Unit (RTU), 20 TON	1	4	1823695
D3094	Concession	Fair	Air Curtain, 1000 CFM	1	12	1823691
Electrical						
D5012	Electrical Room	Fair	Secondary Transformer, 112.5 kVA	1	21	1823718
D5012	Electrical Room	Fair	Building/Main Switchboard, 112.5 AMP	1	16	1823818
D5012	Electrical Room	Fair	Secondary Transformer, 112.5 kVA	1	21	1823684
D5019	Throughout building	Fair	Full Electrical System Upgrade, Medium Density/Complexity	15,000 SF	16	1829883
D5022	Building exterior	Fair	Light Fixture, 100 WATT	15	6	1823722
D5029	Throughout building	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	15,000 SF	7	1823726
D5092	UPS Room	Fair	Uninterruptible Power Supply (UPS), 5.3 kVA	1	9	1823679
Fire Alarm & Comm						
D5037	Throughout building	Fair	Fire Alarm System, Standard Addressable, Install	15,000 SF	8	1823729
D5037	Electrical Room	Fair	Fire Alarm Control Panel, Basic/Zoned	1	6	1823773
Equipment/Special						
E1093	Kitchen	Fair	Commercial Kitchen, Garbage Disposal, 1 HP	1	6	1823710
E1093	Concession	Fair	Commercial Kitchen, Refrigerator, 2-Door Reach-In	1	6	1823795
E1093	Concession Kitchen	Fair	Commercial Kitchen, Icemaker, Freestanding	1	6	1823774
Site Development						
G2041	Site	Fair	Fences & Gates, Wrought Iron, 6' High	220 LF	26	1823796
G2041	Site	Fair	Fence or Screen Walls, Concrete Block (CMU)	240 SF	26	1823735
G2044	Site	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	13	1823790
G2047	Interior Basketball Court	Fair	Sports Apparatus, Basketball Backstop	6	16	1823807
G2047	Interior Basketball Court	Fair	Sports Apparatus, Scoreboard, Electronic Very Robust	1	15	1823762
G2048	Site	Fair	Flagpole, Metal	2	19	1823764
G2049	Site	Fair	Dumpster Accessories, Enclosures, Concrete Block (CMU), 8' High, Replace/Install	35 LF	28	1823767
Site Lighting						
G4021	Site	Fair	Site Pole Light, 12' High, 400 W (LED Lamp Replacement)	8	8	1823667

Appendix E:
Replacement Reserves

Replacement Reserves Report

6/11/2020

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Montebello City Park (12.93 acres)	City Park Bandshell	B2011	1822225	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	4	6	1600	SF	$4.02	$6,430							$6,430										$6,430					**$12,860**
Montebello City Park (12.93 acres)	City Park Bandshell	B2021	1822192	Window, Steel 24 SF, 1-2 Stories, Replace	30	18	12	1	EA	$2,277.25	$2,277													$2,277									**$2,277**
Montebello City Park (12.93 acres)	City Park Bandshell	B2032	1822330	Exterior Door, Steel, Replace	40	37	3	3	EA	$803.74	$2,411				$2,411																		**$2,411**
Montebello City Park (12.93 acres)	City Park Bandshell	B3011	1822216	Roof, Modified Bituminous, Replace	20	9	11	1950	SF	$13.40	$26,121												$26,121										**$26,121**
Montebello City Park (12.93 acres)	City Park Bandshell	D5019	1829881	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	35	5	840	SF	$17.41	$14,628						$14,628																**$14,628**
Montebello City Park (12.93 acres)	City Park Bandshell	D5022	1822248	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	3	17	3	EA	$258.25	$775																		$775				**$775**
Montebello City Park (12.93 acres)	City Park Bandshell	D5029	1829882	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	15	5	840	SF	$8.04	$6,751						$6,751																**$6,751**
Montebello City Park (12.93 acres)	City Park Bandshell	G2045	1823671	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687															$687	**$1,375**
Montebello City Park (12.93 acres)	City Park Bandshell	G2045	1823755	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687															$687	**$1,375**
Montebello City Park (12.93 acres)	City Park Bandshell	G2045	1823745	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	City Park Bandshell	G2045	1823783	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	City Park Bandshell	G4021	1822252	Site Pole Light, 100 WATT, Replace/Install	20	3	17	2	EA	$5,626.15	$11,252																		$11,252				**$11,252**
Montebello City Park (12.93 acres)	City Park Bandshell	Z105X	1829880	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																					**$10,047**
Montebello City Park (12.93 acres)	City Park Pool	B2011	1822268	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	6	4	8600	SF	$4.02	$34,561					$34,561										$34,561							**$69,121**
Montebello City Park (12.93 acres)	City Park Pool	B2021	1822357	Window, Aluminum Double-Glazed 12 SF, 1-2 Stories, Replace	30	16	14	32	EA	$870.71	$27,863															$27,863						**$27,863**
Montebello City Park (12.93 acres)	City Park Pool	B2021	1822185	Window, Aluminum Double-Glazed 12 SF, 1-2 Stories, Replace	30	16	14	3	EA	$870.71	$2,612															$2,612						**$2,612**
Montebello City Park (12.93 acres)	City Park Pool	B2032	1822195	Exterior Door, Wood Solid-Core, Replace	25	22	3	10	EA	$937.69	$9,377				$9,377																		**$9,377**
Montebello City Park (12.93 acres)	City Park Pool	B2032	1822227	Exterior Door, Steel, Replace	40	25	15	2	EA	$803.74	$1,607																$1,607						**$1,607**
Montebello City Park (12.93 acres)	City Park Pool	B2034	1822281	Overhead/Dock Door, 144 SF, Replace	30	16	14	1	EA	$4,286.59	$4,287															$4,287							**$4,287**
Montebello City Park (12.93 acres)	City Park Pool	B2039	1822277	Pedestrian Gate, Wrought Iron, Replace	25	6	19	3	EA	$1,071.65	$3,215																				$3,215		**$3,215**
Montebello City Park (12.93 acres)	City Park Pool	B3011	1823900	Roof, Modified Bituminous, Replace	20	10	10	3400	SF	$13.40	$45,545											$45,545											**$45,545**
Montebello City Park (12.93 acres)	City Park Pool	C1021	1822314	Interior Door, Wood Solid-Core, Replace	40	25	15	13	EA	$937.69	$12,190																$12,190						**$12,190**
Montebello City Park (12.93 acres)	City Park Pool	C1031	1822234	Toilet Partitions, Metal, Replace	20	10	10	6	EA	$1,138.63	$6,832											$6,832											**$6,832**
Montebello City Park (12.93 acres)	City Park Pool	C1031	1822205	Toilet Partitions, Metal, Replace	20	8	12	6	EA	$1,138.63	$6,832													$6,832									**$6,832**
Montebello City Park (12.93 acres)	City Park Pool	C3012	1822316	Interior Wall Finish, any surface, Prep & Paint	10	5	5	18100	SF	$2.01	$36,369						$36,369										$36,369						**$72,738**
Montebello City Park (12.93 acres)	City Park Pool	C3021	1822256	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	5	5	8400	SF	$12.06	$101,271						$101,271										$101,271						**$202,541**
Montebello City Park (12.93 acres)	City Park Pool	C3024	1822286	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	12	3	750	SF	$6.70	$5,023				$5,023														$5,023				**$10,047**
Montebello City Park (12.93 acres)	City Park Pool	C3032	1822196	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	9	16	850	SF	$4.69	$3,985																	$3,985					**$3,985**
Montebello City Park (12.93 acres)	City Park Pool	D2011	1822197	Toilet, GPF, Replace	30	20	10	6	EA	$1,741.43	$10,449											$10,449											**$10,449**
Montebello City Park (12.93 acres)	City Park Pool	D2011	1822188	Toilet, 1.25 GPF, Replace	30	20	10	6	EA	$1,741.43	$10,449											$10,449											**$10,449**
Montebello City Park (12.93 acres)	City Park Pool	D2012	1822317	Urinal, GPF, Replace	30	27	3	6	EA	$1,473.52	$8,841				$8,841																		**$8,841**
Montebello City Park (12.93 acres)	City Park Pool	D2014	1822305	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	20	10	2	EA	$2,009.34	$4,019											$4,019											**$4,019**
Montebello City Park (12.93 acres)	City Park Pool	D2014	1822230	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	20	10	2	EA	$2,009.34	$4,019											$4,019											**$4,019**
Montebello City Park (12.93 acres)	City Park Pool	D2017	1822204	Shower Head w/ Valve, GPM, Replace	30	20	10	5	EA	$1,071.65	$5,358											$5,358											**$5,358**
Montebello City Park (12.93 acres)	City Park Pool	D2017	1822187	Shower Head w/ Valve, 2.25 GPM, Replace	30	20	10	6	EA	$1,071.65	$6,430											$6,430											**$6,430**
Montebello City Park (12.93 acres)	City Park Pool	D2018	1822294	Drinking Fountain, Outside/Site Style, Replace	15	12	3	3	EA	$4,822.42	$14,467				$14,467														$14,467				**$28,934**
Montebello City Park (12.93 acres)	City Park Pool	D2021	1822221	Backflow Preventer, 2 INCH, Replace	30	15	15	1	EA	$4,286.59	$4,287																$4,287						**$4,287**
Montebello City Park (12.93 acres)	City Park Pool	D2023	1822331	Water Heater, 75 GAL, Replace	20	9	11	1	EA	$16,610.54	$16,611												$16,611										**$16,611**
Montebello City Park (12.93 acres)	City Park Pool	D2029	1829064	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	32	8	8400	SF	$14.74	$123,775									$123,775													**$123,775**
Montebello City Park (12.93 acres)	City Park Pool	D2043	1822315	Sump Pump, 3 HP, Replace	15	5	10	2	EA	$5,719.92	$11,440											$11,440											**$11,440**
Montebello City Park (12.93 acres)	City Park Pool	D3021	1822219	Boiler, 1999 MBH, Replace	30	11	19	1	EA	$68,049.65	$68,050																			$68,050			**$68,050**
Montebello City Park (12.93 acres)	City Park Pool	D3021	1822240	Boiler, 1999 MBH, Replace	30	11	19	1	EA	$68,049.65	$68,050																			$68,050			**$68,050**
Montebello City Park (12.93 acres)	City Park Pool	D3051	1822335	Unit Heater, 100 MBH, Replace	20	17	3	1	EA	$7,367.58	$7,368				$7,368																		**$7,368**
Montebello City Park (12.93 acres)	City Park Pool	D5012	1822333	Variable Frequency Drive (VFD), 50 HP Motor, Replace	20	4	16	1	EA	$28,130.76	$28,131																	$28,131					**$28,131**
Montebello City Park (12.93 acres)	City Park Pool	D5012	1822337	Secondary Transformer, 45 kVA, Replace	30	11	19	1	EA	$10,180.66	$10,181																				$10,181		**$10,181**
Montebello City Park (12.93 acres)	City Park Pool	D5019	1829063	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	30	10	8400	SF	$24.11	$202,541											$202,541											**$202,541**
Montebello City Park (12.93 acres)	City Park Pool	D5022	1822233	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	16	4	14	EA	$281.31	$3,938					$3,938																	**$3,938**
Montebello City Park (12.93 acres)	City Park Pool	D5022	1822244	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	2	18	16	EA	$281.31	$4,501																		$4,501				**$4,501**
Montebello City Park (12.93 acres)	City Park Pool	D5029	1822349	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	16	4	8400	SF	$10.72	$90,018					$90,018																	**$90,018**
Montebello City Park (12.93 acres)	City Park Pool	D5037	1829062	Fire Alarm System, Standard Addressable, Install	20	18	2	8400	SF	$5.36	$45,009			$45,009																			**$45,009**
Montebello City Park (12.93 acres)	City Park Pool	E1099	1822263	Bleacher, 1 - 15 TIER, Replace (per Seat)	20	8	12	2	EA	$368.93	$738													$738									**$738**
Montebello City Park (12.93 acres)	City Park Pool	E1099	1822307	Bleacher, Telescoping Manual, 21 to 30 Tier, Replace	20	7	13	3	EA	$803.74	$2,411														$2,411								**$2,411**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822309	Swimming Pool, Plaster Basin, Refinish	15	9	6	16800	SF	$8.31	$139,529							$139,529															**$139,529**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822346	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822262	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822231	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822324	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822278	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822212	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822238	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822193	Swimming Pool, Filtration System, Replace	15	4	11	1	EA	$8,037.36	$8,037												$8,037										**$8,037**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822209	Swimming Pool, Accessible Lift Transfer Device, Replace	20	8	12	1	EA	$16,074.72	$16,075													$16,075									**$16,075**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822258	Circulation Pump, 50 HP, Replace	25	11	14	1	EA	$29,470.32	$29,470															$29,470							**$29,470**
Montebello City Park (12.93 acres)	City Park Pool	F1041	1822310	Swimming Pool, Lifeguard Chair, Replace	40	23	17	3	EA	$5,492.20	$16,477																		$16,477				**$16,477**
Montebello City Park (12.93 acres)	City Park Pool	G2016	1822319	Site, Signage, Replace	20	8	12	1	EA	$368.93	$369													$369									**$369**
Montebello City Park (12.93 acres)	City Park Pool	G2044	1822190	Signage, Property, Monument/Pylon, Replace	20	10	10	1	EA	$12,725.82	$12,726											$12,726											**$12,726**
Montebello City Park (12.93 acres)	City Park Pool	Z105X	1829646	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																					**$10,047**
Montebello City Park (12.93 acres)	Restroom Building	B2011	1823665	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	1400	SF	$4.02	$5,626								$5,626										$5,626				**$11,252**
Montebello City Park (12.93 acres)	Restroom Building	B2032	1823728	Exterior Door, Steel, Replace	40	21	19	5	EA	$803.74	$4,019																				$4,019		**$4,019**
Montebello City Park (12.93 acres)	Restroom Building	B3011	1823674	Roof, Asphalt Shingle 20-Year, Replace	20	7	13	1100	SF	$5.09	$5,599														$5,599								**$5,599**
Montebello City Park (12.93 acres)	Restroom Building	D2029	1829067	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	30	10	950	SF	$6.70	$6,363											$6,363											**$6,363**
Montebello City Park (12.93 acres)	Restroom Building	D5019	1829066	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	30	10	950	SF	$24.11	$22,906											$22,906											**$22,906**
Montebello City Park (12.93 acres)	Senior Center	B2021	1822339	Window, 12 SF, Replace	30	12	18	32	EA	$870.71	$27,863																			$27,863			**$27,863**
Montebello City Park (12.93 acres)	Senior Center	B2031	1822226	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	19	11	5	EA	$1,741.43	$8,707												$8,707										**$8,707**
Montebello City Park (12.93 acres)	Senior Center	B2032	1822257	Exterior Door, Steel, Replace	40	20	20	5	EA	$803.74	$4,019																					$4,019	**$4,019**
Montebello City Park (12.93 acres)	Senior Center	B3011	1822276	Roof, Asphalt Shingle 20-Year, Replace	20	6	14	4800	SF	$5.09	$24,434															$24,434							**$24,434**
Montebello City Park (12.93 acres)	Senior Center	B3011	1822264	Roof, Modified Bituminous, Replace	20	6	14	3100	SF	$13.40	$41,526															$41,526							**$41,526**
Montebello City Park (12.93 acres)	Senior Center	B3021	1822354	Roof Skylight, per unit (9-20 SF), Replace	30	16	14	2	EA	$1,741.43	$3,483															$3,483							**$3,483**
Montebello City Park (12.93 acres)	Senior Center	C1031	1822266	Toilet Partitions, Metal, Replace	20	8	12	3	EA	$1,138.63	$3,416													$3,416									**$3,416**
Montebello City Park (12.93 acres)	Senior Center	C1031	1822308	Toilet Partitions, Metal, Replace	20	8	12	3	EA	$1,138.63	$3,416													$3,416									**$3,416**
Montebello City Park (12.93 acres)	Senior Center	C1031	1822201	Toilet Partitions, Wood, Replace	20	8	12	3	EA	$669.78	$2,009													$2,009									**$2,009**
Montebello City Park (12.93 acres)	Senior Center	C1031	1822355	Toilet Partitions, Metal, Replace	20	8	12	2	EA	$1,138.63	$2,277													$2,277									**$2,277**
Montebello City Park (12.93 acres)	Senior Center	C1031	1822198	Toilet Partitions, Wood, Replace	20	8	12	6	EA	$669.78	$4,019													$4,019									**$4,019**
Montebello City Park (12.93 acres)	Senior Center	C1031	1822211	Toilet Partitions, Metal, Replace	20	8	12	2	EA	$1,138.63	$2,277													$2,277									**$2,277**
Montebello City Park (12.93 acres)	Senior Center	C3012	1822356	Interior Wall Finish, any surface, Prep & Paint	10	4	6	26800	SF	$2.01	$53,850							$53,850											$53,850				**$107,701**
Montebello City Park (12.93 acres)	Senior Center	C3012	1822342	Interior Wall Finish, Vinyl, Replace	15	3	12	1200	SF	$3.35	$4,019													$4,019									**$4,019**
Montebello City Park (12.93 acres)	Senior Center	C3012	1822297	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	210	SF	$24.11	$5,064																			$5,064			**$5,064**
Montebello City Park (12.93 acres)	Senior Center	C3024	1822291	Interior Floor Finish, Wood Parquetry, Refinish	10	6	4	2500	SF	$5.36	$13,396					$13,396										$13,396							**$26,791**
Montebello City Park (12.93 acres)	Senior Center	C3024	1822322	Interior Floor Finish, Vinyl Sheeting, Replace	15	8	7	130	SF	$8.61	$1,119								$1,119														**$1,119**
Montebello City Park (12.93 acres)	Senior Center	C3024	1822250	Interior Floor Finish, Vinyl Sheeting, Replace	15	8	7	150	SF	$9.38	$1,407								$1,407														**$1,407**
Montebello City Park (12.93 acres)	Senior Center	C3024	1822343	Interior Floor Finish, Vinyl Sheeting, Replace	15	6	9	2900	SF	$9.38	$27,193										$27,193												**$27,193**
Montebello City Park (12.93 acres)	Senior Center	C3024	1822350	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	4	11	4200	SF	$6.70	$28,131												$28,131										**$28,131**
Montebello City Park (12.93 acres)	Senior Center	C3025	1822199	Interior Floor Finish, Carpet Commercial Standard, Replace	10	3	7	400	SF	$10.05	$4,019								$4,019											$4,019			**$8,037**
Montebello City Park (12.93 acres)	Senior Center	C3032	1822213	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	13	12	725	SF	$4.69	$3,399													$3,399									**$3,399**
Montebello City Park (12.93 acres)	Senior Center	C3032	1822275	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	10	15	2900	SF	$4.69	$13,597																$13,597						**$13,597**
Montebello City Park (12.93 acres)	Senior Center	C3032	1822280	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	7	18	4600	SF	$4.69	$21,567																			$21,567			**$21,567**
Montebello City Park (12.93 acres)	Senior Center	C3032	1822320	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	7	18	2100	SF	$4.69	$9,846																			$9,846			**$9,846**
Montebello City Park (12.93 acres)	Senior Center	D1011	1822290	Elevator, 20 HP, Renovate	30	14	16	1	EA	$73,675.80	$73,676																		$73,676				**$73,676**
Montebello City Park (12.93 acres)	Senior Center	D1019	1822301	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	9	6	1	EA	$12,056.04	$12,056							$12,056															**$12,056**
Montebello City Park (12.93 acres)	Senior Center	D2011	1822200	Toilet, Commercial Water Closet, Replace	30	18	12	3	EA	$1,741.43	$5,224													$5,224									**$5,224**
Montebello City Park (12.93 acres)	Senior Center	D2011	1822251	Toilet, GPF, Replace	30	18	12	2	EA	$1,741.43	$3,483													$3,483									**$3,483**
Montebello City Park (12.93 acres)	Senior Center	D2011	1822344	Toilet, GPF, Replace	30	18	12	2	EA	$1,741.43	$3,483													$3,483									**$3,483**
Montebello City Park (12.93 acres)	Senior Center	D2011	1822236	Toilet, GPF, Replace	30	18	12	3	EA	$1,741.43	$5,224													$5,224									**$5,224**
Montebello City Park (12.93 acres)	Senior Center	D2011	1822271	Toilet, Commercial Water Closet, Replace	30	18	12	6	EA	$1,741.43	$10,449													$10,449									**$10,449**
Montebello City Park (12.93 acres)	Senior Center	D2011	1822243	Toilet, GPF, Replace	30	18	12	3	EA	$1,741.43	$5,224													$5,224									**$5,224**
Montebello City Park (12.93 acres)	Senior Center	D2012	1822311	Urinal, GPF, Replace	30	18	12	1	EA	$1,473.52	$1,474													$1,474									**$1,474**
Montebello City Park (12.93 acres)	Senior Center	D2012	1822285	Urinal, GPF, Replace	30	18	12	2	EA	$1,473.52	$2,947													$2,947									**$2,947**
Montebello City Park (12.93 acres)	Senior Center	D2012	1822210	Urinal, GPF, Replace	30	18	12	2	EA	$1,473.52	$2,947													$2,947									**$2,947**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822341	Sink/Lavatory, Pedestal, Vitreous China, Replace	30	26	4	2	EA	$2,679.12	$5,358					$5,358																	**$5,358**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822340	Sink/Lavatory, Pedestal, Vitreous China, Replace	30	26	4	2	EA	$2,679.12	$5,358					$5,358																	**$5,358**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822253	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	18	12	2	EA	$2,009.34	$4,019													$4,019									**$4,019**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822239	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	18	12	2	EA	$2,009.34	$4,019													$4,019									**$4,019**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822336	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	18	12	2	EA	$2,009.34	$4,019													$4,019									**$4,019**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822191	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	18	12	2	EA	$2,009.34	$4,019													$4,019									**$4,019**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822189	Commercial Kitchen Sink, Stainless Steel, 2-Bowl, Replace	30	16	14	1	EA	$2,813.08	$2,813																$2,813						**$2,813**
Montebello City Park (12.93 acres)	Senior Center	D2014	1822241	Service Sink, Wall-Hung, Replace	35	20	15	1	EA	$1,875.38	$1,875																$1,875						**$1,875**
Montebello City Park (12.93 acres)	Senior Center	D2018	1822267	Drinking Fountain, Interior, Replace	15	11	4	1	EA	$2,545.16	$2,545					$2,545																$2,545	**$5,090**
Montebello City Park (12.93 acres)	Senior Center	D2018	1822220	Drinking Fountain, Interior, Replace	15	6	9	2	EA	$2,545.16	$5,090										$5,090												**$5,090**
Montebello City Park (12.93 acres)	Senior Center	D2023	1822327	Water Heater, 100 GAL, Replace	20	15	5	1	EA	$22,236.70	$22,237						$22,237																**$22,237**
Montebello City Park (12.93 acres)	Senior Center	D2023	1822306	Water Heater, 12 GAL, Replace	15	5	10	1	EA	$676.37	$676											$676											**$676**
Montebello City Park (12.93 acres)	Senior Center	D2029	1829162	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	24	16	15000	SF	$14.74	$221,027																		$221,027				**$221,027**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Montebello City Park (12.93 acres)	Senior Center	D3042	1822345	Exhaust Fan, 200 CFM, Replace	20	10	10	1	EA	$1,607.47	$1,607											$1,607											**$1,607**
Montebello City Park (12.93 acres)	Senior Center	D3042	1822352	Exhaust Fan, 200 CFM, Replace	20	10	10	1	EA	$1,607.47	$1,607											$1,607											**$1,607**
Montebello City Park (12.93 acres)	Senior Center	D3052	1822229	Packaged Unit (RTU), 10 TON, Replace	20	17	3	1	EA	$26,791.20	$26,791				$26,791																		**$26,791**
Montebello City Park (12.93 acres)	Senior Center	D3052	1822269	Packaged Unit (RTU), 10 TON, Replace	20	17	3	1	EA	$26,791.20	$26,791				$26,791																		**$26,791**
Montebello City Park (12.93 acres)	Senior Center	D3052	1822288	Packaged Unit (RTU), 3 TON, Replace	20	15	5	1	EA	$10,046.70	$10,047						$10,047																**$10,047**
Montebello City Park (12.93 acres)	Senior Center	D3052	1822353	Packaged Unit (RTU), 20 Ton, Replace	20	14	6	1	EA	$53,582.40	$53,582							$53,582															**$53,582**
Montebello City Park (12.93 acres)	Senior Center	D3052	1822287	Packaged Unit (RTU), 15 Ton, Replace	20	14	6	1	EA	$40,186.80	$40,187							$40,187															**$40,187**
Montebello City Park (12.93 acres)	Senior Center	D3094	1822217	Air Curtain, 1000 CFM, Replace	20	8	12	1	EA	$2,411.21	$2,411													$2,411									**$2,411**
Montebello City Park (12.93 acres)	Senior Center	D4019	1822296	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	40	24	16	15000	SF	$6.70	$100,467																	$100,467					**$100,467**
Montebello City Park (12.93 acres)	Senior Center	D4091	1837371	Fire Suppression System, Commercial Kitchen (per LF of Hood), Replace	20	10	10	1	LF	$491.90	$492											$492											**$492**
Montebello City Park (12.93 acres)	Senior Center	D5012	1822323	Secondary Transformer, 112.5 kVA, Replace	30	19	11	1	EA	$21,432.96	$21,433												$21,433										**$21,433**
Montebello City Park (12.93 acres)	Senior Center	D5012	1822208	Main Distribution Panel, 400 AMP, Replace	30	19	11	1	EA	$7,367.58	$7,368												$7,368										**$7,368**
Montebello City Park (12.93 acres)	Senior Center	D5012	1822259	Building/Main Switchboard, 800 AMP, Replace	40	24	16	1	EA	$60,280.20	$60,280																	$60,280					**$60,280**
Montebello City Park (12.93 acres)	Senior Center	D5019	1829163	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	24	16	15000	SF	$24.11	$361,681																	$361,681					**$361,681**
Montebello City Park (12.93 acres)	Senior Center	D5022	1822283	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	12	EA	$281.31	$3,376									$3,376													**$3,376**
Montebello City Park (12.93 acres)	Senior Center	D5022	1822222	LED Lighting Fixture, Pole Mounted, 200 W, Replace	20	8	12	12	EA	$2,285.29	$27,423													$27,423									**$27,423**
Montebello City Park (12.93 acres)	Senior Center	D5029	1822304	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	14	6	15000	SF	$10.72	$160,747							$160,747															**$160,747**
Montebello City Park (12.93 acres)	Senior Center	D5037	1822274	Fire Alarm Control Panel, Basic/Zoned, Replace	15	7	8	1	EA	$5,358.24	$5,358									$5,358													**$5,358**
Montebello City Park (12.93 acres)	Senior Center	D5037	1822224	Fire Alarm System, Standard Addressable, Upgrade/Install	20	10	10	15000	SF	$5.36	$80,374											$80,374											**$80,374**
Montebello City Park (12.93 acres)	Senior Center	D5038	1822313	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	15	5	10	15000	SF	$6.70	$100,467											$100,467											**$100,467**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822272	Commercial Kitchen, Dishwasher, Replace	10	9	1	1	EA	$2,009.34	$2,009		$2,009										$2,009										**$4,019**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822247	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle, Replace	15	12	3	1	EA	$13,663.51	$13,664				$13,664															$13,664			**$27,327**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822235	Commercial Kitchen, Convection Oven, Double, Replace	10	7	3	1	EA	$12,725.82	$12,726				$12,726									$12,726									**$25,452**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822302	Commercial Kitchen, Range/Oven, 4-Burner, Replace	15	10	5	1	EA	$6,028.02	$6,028						$6,028														$6,028		**$12,056**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822292	Commercial Kitchen, Exhaust Hood, 3 to 6 LF, Replace	15	10	5	1	EA	$4,420.55	$4,421						$4,421														$4,421		**$8,841**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822254	Commercial Kitchen, Griddle, Replace	15	8	7	1	EA	$9,376.92	$9,377								$9,377														**$9,377**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822360	Commercial Kitchen, Garbage Disposal, 1 to 3 HP, Replace	15	6	9	1	EA	$5,090.33	$5,090										$5,090											**$5,090**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822206	Commercial Kitchen, Icemaker, Freestanding, Replace	15	5	10	1	EA	$8,975.05	$8,975											$8,975											**$8,975**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822303	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	15	4	11	1	EA	$3,616.81	$3,617												$3,617										**$3,617**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822329	Commercial Kitchen, 6 LF, Replace	15	4	11	1	EA	$4,420.55	$4,421												$4,421										**$4,421**
Montebello City Park (12.93 acres)	Senior Center	E1093	1822242	Commercial Kitchen, Icemaker, Freestanding, Replace	15	3	12	1	EA	$8,975.05	$8,975													$8,975									**$8,975**
Montebello City Park (12.93 acres)	Senior Center	G2044	1822347	Signage, Property, Monument/Pylon, Replace/Install	20	12	8	1	EA	$2,009.34	$2,009									$2,009													**$2,009**
Montebello City Park (12.93 acres)	Senior Center	G2045	1822338	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	12	3	2	EA	$748.81	$1,498				$1,498															$1,498			**$2,995**
Montebello City Park (12.93 acres)	Senior Center	G2045	1822325	Site Furnishings, Picnic Table, Wood, Replace	20	12	8	3	EA	$1,071.65	$3,215									$3,215													**$3,215**
Montebello City Park (12.93 acres)	Senior Center	G2045	1822300	Park Grill (Barbeque), Large Group, Replace	15	4	11	2	EA	$2,226.35	$4,453												$4,453										**$4,453**
Montebello City Park (12.93 acres)	Senior Center	G2045	1822184	Site Furnishings, Park Bench, Metal Powder-Coated, Replace	20	6	14	4	EA	$937.69	$3,751																$3,751						**$3,751**
Montebello City Park (12.93 acres)	Senior Center	G2045	1822273	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	2	EA	$1,078.35	$2,157																			$2,157			**$2,157**
Montebello City Park (12.93 acres)	Site	B2011	1823784	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	7	3	420	SF	$4.02	$1,688				$1,688									$1,688									**$3,376**
Montebello City Park (12.93 acres)	Site	B2011	1823714	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	7	3	420	SF	$4.02	$1,688				$1,688									$1,688									**$3,376**
Montebello City Park (12.93 acres)	Site	B2011	1823742	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	470	SF	$4.02	$1,889								$1,889									$1,889					**$3,778**
Montebello City Park (12.93 acres)	Site	B2032	1823793	Exterior Door, Steel, Replace	40	25	15	2	EA	$803.74	$1,607																$1,607						**$1,607**
Montebello City Park (12.93 acres)	Site	B2039	1823804	Exterior Door, Metal Wire Mesh, Replace	10	4	6	1	EA	$2,545.16	$2,545							$2,545									$2,545						**$5,090**
Montebello City Park (12.93 acres)	Site	B2039	1823713	Exterior Door, Metal Wire Mesh, Replace	10	3	7	1	EA	$2,545.16	$2,545								$2,545									$2,545					**$5,090**
Montebello City Park (12.93 acres)	Site	B3011	1823766	Roof, Modified Bituminous, Replace	20	8	12	150	SF	$13.40	$2,009													$2,009									**$2,009**
Montebello City Park (12.93 acres)	Site	B3011	1823775	Roof, Modified Bituminous, Replace	20	7	13	180	SF	$13.40	$2,411														$2,411								**$2,411**
Montebello City Park (12.93 acres)	Site	D2018	1823716	Drinking Fountain, Outside/Site Style, Replace	15	10	5	1	EA	$4,822.42	$4,822						$4,822															$4,822	**$9,645**
Montebello City Park (12.93 acres)	Site	D2018	1823788	Drinking Fountain, Exterior/Site, Metal Pedestal, Replace	15	9	6	1	EA	$2,009.34	$2,009							$2,009															**$2,009**
Montebello City Park (12.93 acres)	Site	D5012	1823725	Building/Main Switchboard, 277/480 V, 400 Amp, Replace	40	21	19	1	EA	$46,884.60	$46,885																				$46,885		**$46,885**
Montebello City Park (12.93 acres)	Site	D5012	1823771	Secondary Transformer, Dry, 75 kVA, Replace	30	11	19	1	EA	$13,395.60	$13,396																				$13,396		**$13,396**
Montebello City Park (12.93 acres)	Site	E1099	1823737	Bleacher, 30+ TIER, Replace (per Seat)	20	8	12	6	EA	$2,121.34	$12,728													$12,728									**$12,728**
Montebello City Park (12.93 acres)	Site	F1041	1823785	Circulation Pump, Swimming Pool, 3 HP, Replace	15	5	10	1	EA	$6,831.76	$6,832											$6,832											**$6,832**
Montebello City Park (12.93 acres)	Site	G2022	1823706	Parking Lots, Asphalt Pavement, Seal & Stripe	5	3	2	28000	SF	$0.60	$16,878			$16,878					$16,878					$16,878					$16,878				**$67,514**
Montebello City Park (12.93 acres)	Site	G2022	1822332	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	44500	SF	$0.60	$26,825				$26,825					$26,825					$26,825					$26,825			**$107,299**
Montebello City Park (12.93 acres)	Site	G2022	1822249	Parking Lots, Asphalt Pavement, Mill & Overlay	25	6	19	44500	SF	$4.69	$208,636																				$208,636		**$208,636**
Montebello City Park (12.93 acres)	Site	G2031	1824768	Pedestrian Pavement, Sidewalk, Asphalt,	5	3	2	16800	SF	$0.60	$10,127			$10,127					$10,127					$10,127					$10,127				**$40,508**
Montebello City Park (12.93 acres)	Site	G2031	1822299	Pedestrian Pavement, Sidewalk, Asphalt,	25	20	5	16800	SF	$2.00	$33,667						$33,667																**$33,667**
Montebello City Park (12.93 acres)	Site	G2041	1823721	Fences & Gates, Chain Link, 6' High, Replace	40	22	18	9999	LF	$28.13	$281,279																			$281,279			**$281,279**
Montebello City Park (12.93 acres)	Site	G2044	1823770	Signage, Property, Monument, Replace	20	6	14	2	EA	$4,018.68	$8,037															$8,037							**$8,037**
Montebello City Park (12.93 acres)	Site	G2044	1822203	Signage, Property, Monument, Replace	20	4	16	1	EA	$107,164.80	$107,165																	$107,165					**$107,165**
Montebello City Park (12.93 acres)	Site	G2045	1823752	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687															$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823686	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687															$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823759	Site Furnishings - Metal Trash Receptacles, Metal Trash Receptacles, Replace	15	10	5	1	EA	$687.44	$687						$687															$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823741	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687															$687	**$1,375**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Montebello City Park (12.93 acres)	Site	G2045	1823758	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687																$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823815	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687																$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823660	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	3	EA	$748.81	$2,246						$2,246																$2,246	**$4,493**
Montebello City Park (12.93 acres)	Site	G2045	1823800	Site Furnishings - Metal Trash Receptacles, Park Bench, Wood/Composite/Fiberglass, Replace	15	10	5	1	EA	$687.44	$687						$687																$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823708	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles, Replace	15	10	5	1	EA	$687.44	$687						$687																$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1822289	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles, Replace	15	10	5	1	EA	$687.44	$687						$687																$687	**$1,375**
Montebello City Park (12.93 acres)	Site	G2045	1823779	Site Furnishings, Picnic Table, Metal Powder-Coated, Replace	20	12	8	1	EA	$860.83	$861									$861													**$861**
Montebello City Park (12.93 acres)	Site	G2045	1823744	Site Furnishings, Picnic Table, Wood/Composite/Fiberglass, Replace	20	8	12	2	EA	$803.74	$1,607												$1,607										**$1,607**
Montebello City Park (12.93 acres)	Site	G2045	1823794	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	18	12	1	EA	$989.96	$990												$990										**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823676	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	18	12	1	EA	$989.96	$990												$990										**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823730	Site Furnishings, Park Bench, Precast Concrete, Replace	25	12	13	1	EA	$1,229.76	$1,230													$1,230									**$1,230**
Montebello City Park (12.93 acres)	Site	G2045	1823778	Site Furnishings, Park Bench, Precast Concrete, Replace	25	10	15	1	EA	$1,229.76	$1,230																$1,230						**$1,230**
Montebello City Park (12.93 acres)	Site	G2045	1823760	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823670	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823739	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823673	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823675	Site Furnishings, Park Bench, Precast Concrete, Replace	25	10	15	1	EA	$1,229.76	$1,230																$1,230						**$1,230**
Montebello City Park (12.93 acres)	Site	G2045	1823666	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990						**$990**
Montebello City Park (12.93 acres)	Site	G2045	1823702	Site Furnishings, Park Bench, Precast Concrete, Replace	25	10	15	1	EA	$1,229.76	$1,230																$1,230						**$1,230**
Montebello City Park (12.93 acres)	Site	G2045	1823717	Site Furnishings, Picnic Table, Metal Powder-Coated, Replace	20	4	16	1	EA	$860.83	$861																	$861					**$861**
Montebello City Park (12.93 acres)	Site	G2045	1823732	Site Furnishings, Park Bench, Precast Concrete, Replace	25	8	17	1	EA	$1,229.76	$1,230																		$1,230				**$1,230**
Montebello City Park (12.93 acres)	Site	G2045	1823712	Site Furnishings, Park Bench, Precast Concrete, Replace	25	7	18	1	EA	$1,229.76	$1,230																			$1,230			**$1,230**
Montebello City Park (12.93 acres)	Site	G2045	1823803	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	10	20	1	EA	$989.96	$990																					$990	**$990**
Montebello City Park (12.93 acres)	Site	G2047	1823664	Play Surfaces & Sports Courts, Asphalt, Seal & Stripe	5	2	3	7000	SF	$0.60	$4,210				$4,210					$4,210					$4,210					$4,210			**$16,841**
Montebello City Park (12.93 acres)	Site	G2047	1823678	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	12	8	4500	SF	$1.20	$5,395									$5,395													**$5,395**
Montebello City Park (12.93 acres)	Site	G2047	1823812	Play Surfaces & Sports Courts, Skate Park, Replace	30	20	10	12000	SF	$60.28	$723,362											$723,362											**$723,362**
Montebello City Park (12.93 acres)	Site	G2047	1822218	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	10	10	4200	SF	$1.20	$5,035											$5,035											**$5,035**
Montebello City Park (12.93 acres)	Site	G2047	1823661	Sports Apparatus, Basketball Backstop, Replace	25	12	13	2	EA	$12,725.82	$25,452														$25,452								**$25,452**
Montebello City Park (12.93 acres)	Site	G2047	1823754	Play Surfaces & Sports Courts, Sand, 3" Depth, Replace	20	6	14	22400	SF	$1.07	$23,975															$23,975							**$23,975**
Montebello City Park (12.93 acres)	Site	G2047	1823817	Play Structure, Medium, Replace	20	5	15	1	EA	$26,791.20	$26,791																$26,791						**$26,791**
Montebello City Park (12.93 acres)	Site	G2047	1822298	Play Structure, Large, Replace	20	4	16	1	EA	$46,884.60	$46,885																	$46,885					**$46,885**
Montebello City Park (12.93 acres)	Site	G2049	1823761	Shed/Gazebo/Shade Structure, Basic, Replace	30	15	15	750	SF	$13.40	$10,047																$10,047						**$10,047**
Montebello City Park (12.93 acres)	Site	G2057	1822255	Irrigation System, , Replace	25	7	18	348600	SF	$4.69	$1,634,397																			$1,634,397			**$1,634,397**
Montebello City Park (12.93 acres)	Site	G4021	1822293	Site Walkway Bollard Light, 70 - 250 WATT, Replace/Install	20	15	5	7	EA	$1,205.60	$8,439						$8,439																**$8,439**
Montebello City Park (12.93 acres)	Site	G4021	1823724	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1822245	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	2	EA	$9,376.92	$18,754							$18,754															**$18,754**
Montebello City Park (12.93 acres)	Site	G4021	1823689	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1823738	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1823806	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1823787	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1823749	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1823746	Site Pole Light, 1000 WATT, Replace/Install	20	14	6	1	EA	$9,376.92	$9,377							$9,377															**$9,377**
Montebello City Park (12.93 acres)	Site	G4021	1823687	Site Pole Light, 100 WATT, Replace/Install	20	12	8	10	EA	$5,626.15	$56,262									$56,262													**$56,262**
Montebello City Park (12.93 acres)	Site	G4021	1823753	Site Pole Light, 1000 W (LED Lamp Replacement), Replace	20	3	17	1	EA	$5,358.24	$5,358																		$5,358				**$5,358**
Montebello City Park (12.93 acres)	Site	Z105X	1829879	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																					**$10,047**
Montebello City Park (12.93 acres)	Storage Building	B2011	1823789	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	7	3	960	SF	$4.02	$3,858				$3,858										$3,858								**$7,716**
Montebello City Park (12.93 acres)	Storage Building	B2011	1823690	Exterior Wall, Wood Clapboard Siding, 1-2 Stories, Replace	30	25	5	960	SF	$40.19	$38,579						$38,579																**$38,579**
Montebello City Park (12.93 acres)	Storage Building	B2021	1823727	Window, 12 SF, Replace	30	22	8	4	EA	$870.71	$3,483									$3,483													**$3,483**
Montebello City Park (12.93 acres)	Storage Building	B2032	1823786	Exterior Door, Steel, Replace	40	32	8	1	EA	$737.86	$738									$738													**$738**
Montebello City Park (12.93 acres)	Storage Building	B3011	1823780	Roof, Asphalt Shingle 20-Year, Replace	20	8	12	1150	SF	$5.09	$5,854													$5,854									**$5,854**
Montebello City Park (12.93 acres)	Storage Building	C3012	1829885	Interior Wall Finish, any surface, Prep & Paint	10	6	4	1600	SF	$2.01	$3,215					$3,215										$3,215							**$6,430**
Montebello City Park (12.93 acres)	Storage Building	C3024	1823777	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	14	1	900	SF	$6.70	$6,028		$6,028															$6,028					**$12,056**
Montebello City Park (12.93 acres)	Storage Building	C3031	1823810	Interior Ceiling Finish, Plywood, Replace	30	15	15	900	SF	$16.07	$14,467																	$14,467					**$14,467**
Montebello City Park (12.93 acres)	Storage Building	D5019	1829164	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	25	15	900	SF	$17.41	$15,673																	$15,673					**$15,673**
Montebello City Park (12.93 acres)	Storage Building	D5022	1823688	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	2	EA	$258.25	$516				$516																		**$516**
Montebello City Park (12.93 acres)	Storage Building	D5029	1823791	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	17	3	900	SF	$8.04	$7,234				$7,234																		**$7,234**
Montebello City Park (12.93 acres)	Youth Center and Gym	B2021	1823801	Window, 24 SF, Replace	30	16	14	17	EA	$1,205.60	$20,495															$20,495							**$20,495**
Montebello City Park (12.93 acres)	Youth Center and Gym	B2021	1823765	Window, 24 SF, Replace	30	16	14	7	EA	$1,272.58	$8,908															$8,908							**$8,908**
Montebello City Park (12.93 acres)	Youth Center and Gym	B2031	1823768	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	12	18	1	EA	$1,741.43	$1,741																			$1,741			**$1,741**
Montebello City Park (12.93 acres)	Youth Center and Gym	B2031	1823703	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	12	18	4	EA	$1,741.43	$6,966																			$6,966			**$6,966**
Montebello City Park (12.93 acres)	Youth Center and Gym	B2032	1823802	Exterior Door, 144, Replace	40	22	18	8	EA	$803.74	$6,430																			$6,430			**$6,430**
Montebello City Park (12.93 acres)	Youth Center and Gym	B2034	1823677	Overhead/Dock Door, 48 SF, Replace	30	20	10	1	EA	$4,286.59	$4,287											$4,287											**$4,287**
Montebello City Park (12.93 acres)	Youth Center and Gym	B3011	1823685	Roof, Modified Bituminous, Replace	20	13	7	1600	SF	$13.40	$21,433								$21,433														**$21,433**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Montebello City Park (12.93 acres)	Youth Center and Gym	B3011	1823799	Roof, Asphalt Shingle 20-Year, Replace	20	9	11	15800	SF	$5.09	$80,427												$80,427										**$80,427**
Montebello City Park (12.93 acres)	Youth Center and Gym	C1031	1823798	Toilet Partitions, Wood, Replace	20	9	11	11	EA	$669.78	$7,368												$7,368										**$7,368**
Montebello City Park (12.93 acres)	Youth Center and Gym	C1031	1823736	Toilet Partitions, Wood, Replace	20	9	11	4	EA	$669.78	$2,679												$2,679										**$2,679**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3012	1823811	Interior Wall Finish, any surface, Prep & Paint	10	4	6	1600	SF	$2.01	$3,215							$3,215										$3,215					**$6,430**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3012	1823700	Interior Wall Finish, any surface, Prep & Paint	10	4	6	1600	SF	$2.01	$3,215							$3,215										$3,215					**$6,430**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3012	1823683	Interior Wall Finish, Vinyl, Replace	15	5	10	600	SF	$3.35	$2,009											$2,009											**$2,009**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3012	1823776	Interior Wall Finish, Vinyl, Replace	15	5	10	780	SF	$3.35	$2,612											$2,612											**$2,612**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3012	1823757	Interior Wall Finish, Ceramic Tile, Replace	40	24	16	840	SF	$24.11	$20,254																	$20,254					**$20,254**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823709	Interior Floor Finish, Wood Parquetry, Refinish	10	3	7	8500	SF	$5.36	$45,545								$45,545										$45,545				**$91,090**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823682	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	6	9	2550	SF	$6.70	$17,079									$17,079													**$17,079**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823697	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	4	11	350	SF	$6.70	$2,344												$2,344										**$2,344**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823814	Interior Floor Finish, Ceramic Tile, Replace	40	24	16	70	SF	$24.11	$1,688																	$1,688					**$1,688**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823734	Interior Floor Finish, Ceramic Tile, Replace	40	24	16	470	SF	$24.11	$11,333																	$11,333					**$11,333**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823719	Interior Floor Finish, Ceramic Tile, Replace	40	24	16	580	SF	$24.11	$13,985																	$13,985					**$13,985**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3024	1823808	Interior Floor Finish, Wood Parquetry, Replace	30	11	19	8500	SF	$18.75	$159,408																				$159,408		**$159,408**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3025	1823668	Interior Floor Finish, Carpet Commercial Standard, Replace	10	6	4	310	SF	$10.05	$3,114					$3,114										$3,114							**$6,229**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3025	1823672	Interior Floor Finish, Carpet Commercial Standard, Replace	10	3	7	250	SF	$10.05	$2,512								$2,512										$2,512				**$5,023**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3032	1823707	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	20	5	640	SF	$4.69	$3,001						$3,001																**$3,001**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3032	1823701	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	9	16	2550	SF	$4.69	$11,956																	$11,956					**$11,956**
Montebello City Park (12.93 acres)	Youth Center and Gym	C3032	1823740	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	9	16	2550	SF	$4.69	$11,956																	$11,956					**$11,956**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2011	1823769	Toilet, GPF, Replace	30	12	18	1	EA	$1,741.43	$1,741																			$1,741			**$1,741**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2011	1823763	Toilet, GPF, Replace	30	12	18	4	EA	$1,741.43	$6,966																			$6,966			**$6,966**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2011	1823731	Toilet, GPF, Replace	30	12	18	11	EA	$1,741.43	$19,156																			$19,156			**$19,156**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2012	1823748	Urinal, GPF, Replace	30	12	18	3	EA	$1,473.52	$4,421																			$4,421			**$4,421**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823696	Commercial Kitchen Sink, Stainless Steel, 3-Bowl, Replace	30	25	5	1	EA	$3,348.90	$3,349						$3,349																**$3,349**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823723	Service Sink, Floor, Replace	35	24	11	1	EA	$983.81	$984												$984										**$984**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823813	Commercial Kitchen Sink, Stainless Steel, 1-Bowl, Replace	30	15	15	1	EA	$2,143.30	$2,143																$2,143						**$2,143**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823663	Commercial Kitchen Sink, Stainless Steel, 1-Bowl, Replace	30	15	15	1	EA	$2,143.30	$2,143																$2,143						**$2,143**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823756	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	12	18	3	EA	$2,009.34	$6,028																			$6,028			**$6,028**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823698	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	12	18	2	EA	$2,009.34	$4,019																			$4,019			**$4,019**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2014	1823750	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	12	18	1	EA	$2,009.34	$2,009																			$2,009			**$2,009**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2018	1823743	Drinking Fountain, Interior, Replace	15	9	6	2	EA	$2,545.16	$5,090							$5,090															**$5,090**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2023	1823693	Water Heater, 40 GAL, Replace	15	1	14	1	EA	$1,106.78	$1,107															$1,107							**$1,107**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2023	1823681	Water Heater, 40 GAL, Replace	20	2	18	1	EA	$22,236.70	$22,237																			$22,237			**$22,237**
Montebello City Park (12.93 acres)	Youth Center and Gym	D2029	1829884	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	24	16	15000	SF	$14.74	$221,027																	$221,027					**$221,027**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3041	1823705	Fan Coil Unit, 5 TON, Replace	15	9	6	1	EA	$6,161.98	$6,162							$6,162															**$6,162**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3041	1823751	Air Handler (AHU), 20000 CFM, Replace	20	10	10	1	EA	$129,937.32	$129,937											$129,937											**$129,937**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3051	1823792	Unit Heater, 2 kW, Replace	20	9	11	4	EA	$1,607.47	$6,430												$6,430										**$6,430**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3052	1823747	Packaged Unit (RTU), 20 TON, Replace	20	16	4	1	EA	$53,582.40	$53,582					$53,582																	**$53,582**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3052	1823669	Packaged Unit (RTU), 20 TON, Replace	20	16	4	1	EA	$53,582.40	$53,582					$53,582																	**$53,582**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3052	1823695	Packaged Unit (RTU), 20 TON, Replace	20	16	4	1	EA	$53,582.40	$53,582					$53,582																	**$53,582**
Montebello City Park (12.93 acres)	Youth Center and Gym	D3094	1823691	Air Curtain, 1000 CFM, Replace	20	8	12	1	EA	$2,411.21	$2,411													$2,411									**$2,411**
Montebello City Park (12.93 acres)	Youth Center and Gym	D4019	1823797	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	40	24	16	15000	SF	$6.70	$100,467																	$100,467					**$100,467**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5012	1823818	Building/Main Switchboard, 112.5 AMP, Replace	40	24	16	1	EA	$60,280.20	$60,280																	$60,280					**$60,280**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5019	1829883	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	24	16	15000	SF	$24.11	$361,681																	$361,681					**$361,681**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5022	1823722	Light Fixture, 100 WATT, Replace	20	14	6	15	EA	$294.70	$4,421							$4,421															**$4,421**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5029	1823726	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	13	7	15000	SF	$10.72	$160,747								$160,747														**$160,747**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5037	1823773	Fire Alarm Control Panel, Basic/Zoned, Replace	15	9	6	1	EA	$5,358.24	$5,358							$5,358															**$5,358**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5037	1823729	Fire Alarm System, Standard Addressable, Install	20	12	8	15000	SF	$5.36	$80,374									$80,374													**$80,374**
Montebello City Park (12.93 acres)	Youth Center and Gym	D5092	1823679	Uninterruptible Power Supply (UPS), 5.3 kVA, Replace	15	6	9	1	EA	$12,859.78	$12,860										$12,860											**$12,860**
Montebello City Park (12.93 acres)	Youth Center and Gym	E1093	1823710	Commercial Kitchen, Garbage Disposal, 1 HP, Replace	15	9	6	1	EA	$5,090.33	$5,090							$5,090															**$5,090**
Montebello City Park (12.93 acres)	Youth Center and Gym	E1093	1823795	Commercial Kitchen, Refrigerator, 2-Door Reach-In, Replace	15	9	6	1	EA	$6,161.98	$6,162							$6,162															**$6,162**
Montebello City Park (12.93 acres)	Youth Center and Gym	E1093	1823774	Commercial Kitchen, Icemaker, Freestanding, Replace	15	9	6	1	EA	$8,975.05	$8,975							$8,975															**$8,975**
Montebello City Park (12.93 acres)	Youth Center and Gym	G2044	1823790	Signage, Property, Monument/Pylon, Replace/Install	20	7	13	1	EA	$12,725.82	$12,726														$12,726								**$12,726**
Montebello City Park (12.93 acres)	Youth Center and Gym	G2047	1823762	Sports Apparatus, Scoreboard, Electronic Very Robust, Replace	25	10	15	1	EA	$26,791.20	$26,791																$26,791						**$26,791**
Montebello City Park (12.93 acres)	Youth Center and Gym	G2047	1823807	Sports Apparatus, Basketball Backstop, Replace	25	9	16	6	EA	$12,725.82	$76,355																	$76,355					**$76,355**
Montebello City Park (12.93 acres)	Youth Center and Gym	G2048	1823764	Flagpole, Metal, Replace	30	11	19	2	EA	$3,348.90	$6,698																				$6,698		**$6,698**
Montebello City Park (12.93 acres)	Youth Center and Gym	G4021	1823667	Site Pole Light, 12' High, 400 W (LED Lamp Replacement), Replace	20	12	8	8	EA	$5,358.24	$42,866									$42,866													**$42,866**
Totals, Unescalated												**$30,140**	**$8,037**	**$72,015**	**$174,975**	**$322,251**	**$303,417**	**$603,016**	**$283,224**	**$358,746**	**$67,313**	**$1,417,350**	**$287,400**	**$200,057**	**$100,823**	**$257,047**	**$281,478**	**$1,970,423**	**$124,233**	**$2,135,303**	**$591,081**	**$30,088**	**$9,618,417**
Totals, Escalated (3.0% inflation, compounded annually)												**$30,140**	**$8,278**	**$76,400**	**$191,200**	**$362,697**	**$351,743**	**$720,033**	**$348,329**	**$454,449**	**$87,828**	**$1,904,800**	**$397,829**	**$285,234**	**$148,063**	**$388,806**	**$438,534**	**$3,161,950**	**$205,338**	**$3,635,210**	**$1,036,464**	**$54,342**	**$14,287,667**

Appendix F:
Equipment Inventory List

D10 CONVEYING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822290	D1011	**Elevator**	20 HP	Montebello City Park (12.93 acres) / Senior Center	Senior Center	U.S Elevator	160ZBS	No tag/plate found	2001		

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822221	D2021	**Backflow Preventer**	2 INCH	Montebello City Park (12.93 acres) / City Park Pool	Site	Zurn Wilkins	Inaccessible	Inaccessible			
2	1822334	D2021	**Backflow Preventer**	3 INCH	Montebello City Park (12.93 acres) / Senior Center	Senior Center	Zurn Wilkins	375	Illegible	2015		
3	1822327	D2023	**Water Heater**	100 GAL	Montebello City Park (12.93 acres) / Senior Center	Kitchen	A. O. Smith	BTC 200 960	MF96-0533869-960	1996		
4	1822306	D2023	**Water Heater**	12 GAL	Montebello City Park (12.93 acres) / Senior Center	North Wing Lower Floor	American Standard Inc.	CE-12-AS	J15-069333	2015		
5	1823681	D2023	**Water Heater**	40 GAL	Montebello City Park (12.93 acres) / Youth Center and Gym	Gym Showers	American Standard Inc.	ULN100-250AS	E18-2284	2018		
6	1823693	D2023	**Water Heater**	40 GAL	Montebello City Park (12.93 acres) / Youth Center and Gym	Kitchen	American Standard Inc.	GN40T1	L19-029376	2019		
7	1822331	D2023	**Water Heater**	75 GAL	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	American Standard Inc.	75-76 AS	M11-9489	2011		
8	1822315	D2043	**Sump Pump**	3 HP	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	Inaccessible	Inaccessible	Inaccessible			2

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822219	D3021	**Boiler**	1999 MBH	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	Raypak	WH9-2002B	0904295249	2009		
2	1822240	D3021	**Boiler**	1999 MBH	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	Raypak	WH9-2002B	0904295250	2009		
3	1823751	D3041	**Air Handler (AHU)**	20000 CFM	Montebello City Park (12.93 acres) / Youth Center and Gym	Roof	Z-pack	PV-20-SPL	960057-1	1996		
4	1823705	D3041	**Fan Coil Unit**	5 TON	Montebello City Park (12.93 acres) / Youth Center and Gym	UPS Room	Carrier	FB4CNF060000ABAA	S2910A83621	2011		
5	1822345	D3042	**Exhaust Fan**	200 CFM	Montebello City Park (12.93 acres) / Senior Center	Senior Center	No tag/plate found	No tag/plate found	No tag/plate found			
6	1822352	D3042	**Exhaust Fan**	200 CFM	Montebello City Park (12.93 acres) / Senior Center	Senior Center	No tag/plate found	No tag/plate found	No tag/plate found			
7	1822335	D3051	**Unit Heater**	100 MBH	Montebello City Park (12.93 acres) / City Park Pool	Family Changing Rooms	No tag/plate found	No tag/plate found	No tag/plate found			
8	1823792	D3051	**Unit Heater**	2 kW	Montebello City Park (12.93 acres) / Youth Center and Gym	Interior Basketball Court	Inaccessible	Inaccessible	Inaccessible	2011		4
9	1822229	D3052	**Packaged Unit (RTU)**	10 TON	Montebello City Park (12.93 acres) / Senior Center	North Roof	Carrier	48TFD012	3900G30428	2000		
10	1822269	D3052	**Packaged Unit (RTU)**	10 TON	Montebello City Park (12.93 acres) / Senior Center	North Roof	Carrier	48TFD012	3900G30428	2000		
11	1822287	D3052	**Packaged Unit (RTU)**	15 TON	Montebello City Park (12.93 acres) / Senior Center	South Roof	Trane	YCH18184L8DD	L44101875D	1996		
12	1822353	D3052	**Packaged Unit (RTU)**	20 TON	Montebello City Park (12.93 acres) / Senior Center	South Roof	Trane	YCH241B4LBDD	L44101879D	2001		
13	1823747	D3052	**Packaged Unit (RTU)**	20 TON	Montebello City Park (12.93 acres) / Youth Center and Gym	Roof	Trane	YCD241BLCDD	L44102542D	1996		
14	1823669	D3052	**Packaged Unit (RTU)**	20 TON	Montebello City Park (12.93 acres) / Youth Center and Gym	Roof	Trane	TWA240B400BC	L374PLUAH	1996		
15	1823695	D3052	**Packaged Unit (RTU)**	20 TON	Montebello City Park (12.93 acres) / Youth Center and Gym	Roof	Trane	TWA240B400BC	L374PM6A	1996		
16	1822288	D3052	**Packaged Unit (RTU)**	3 TON	Montebello City Park (12.93 acres) / Senior Center	North Roof	Carrier	50JS-036---301--	1705G51328	2005		
17	1823691	D3094	**Air Curtain**	1000 CFM	Montebello City Park (12.93 acres) / Youth Center and Gym	Concession	Mars	36C	9511PF36C-L			
18	1822217	D3094	**Air Curtain**	1000 CFM	Montebello City Park (12.93 acres) / Senior Center	Kitchen	Mars Air Doors	36C	6258(96)			

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1823818	D5012	**Building/Main Switchboard**	112.5 AMP	Montebello City Park (12.93 acres) / Youth Center and Gym	Electrical Room	GE			1996		
2	1823725	D5012	**Building/Main Switchboard**		Montebello City Park (12.93 acres) / Site	Baseball Field Electrical Bldg	RSE-SIERRA	17710-3	No tag/plate found			
3	1822259	D5012	**Building/Main Switchboard**	800 AMP	Montebello City Park (12.93 acres) / Senior Center	Senior Center	General Electric	T649	53473	1996		
4	1822208	D5012	**Main Distribution Panel**	400 AMP	Montebello City Park (12.93 acres) / Senior Center	Senior Center	GE	AQF3424CBX	AXQ3S5B4	2001		
5	1822323	D5012	**Secondary Transformer**	112.5 kVA	Montebello City Park (12.93 acres) / Senior Center	Senior Center	MGM Transformer Company	HT112A3B2-D16	112SY-1610-1-4	2001		
6	1823718	D5012	**Secondary Transformer**	112.5 kVA	Montebello City Park (12.93 acres) / Youth Center and Gym	Electrical Room	GE	QL	9T23B3871	2011		
7	1823684	D5012	**Secondary Transformer**	112.5 kVA	Montebello City Park (12.93 acres) / Youth Center and Gym	Electrical Room	GE	QL	9T23B3875	2011		
8	1822337	D5012	**Secondary Transformer**	45 kVA	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	GE	QL	9T23B3873			
9	1823771	D5012	**Secondary Transformer**		Montebello City Park (12.93 acres) / Site	Baseball Field Electrical Bldg	MGM Transformer Company	HT	297T			
10	1822333	D5012	**Variable Frequency Drive (VFD)**	50 HP	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	Danfoss	177U1461	092504Y246	2016		
11	1822222	D5022	**LED Lighting Fixture**	200 WATT	Montebello City Park (12.93 acres) / Senior Center	Senior Center						12
12	1823722	D5022	**Light Fixture**	100 WATT	Montebello City Park (12.93 acres) / Youth Center and Gym	Building exterior						15
13	1822283	D5022	**Light Fixture**		Montebello City Park (12.93 acres) / Senior Center	Senior Center						12
14	1822233	D5022	**Light Fixture**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool						14
15	1822248	D5022	**Light Fixture**		Montebello City Park (12.93 acres) / City Park Bandshell	Building exterior						3
16	1823688	D5022	**Light Fixture**		Montebello City Park (12.93 acres) / Storage Building	Storage Building						2
17	1822244	D5022	**Light Fixture**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool						16
18	1823773	D5037	**Fire Alarm Control Panel**		Montebello City Park (12.93 acres) / Youth Center and Gym	Electrical Room	Pittway Corporation	AFP-200	No tag/plate found	2011		
19	1822274	D5037	**Fire Alarm Control Panel**		Montebello City Park (12.93 acres) / Senior Center	Senior Center	Pittway Corp	AFP-200				
20	1823679	D5092	**Uninterruptible Power Supply (UPS)**	5.3 kVA	Montebello City Park (12.93 acres) / Youth Center and Gym	UPS Room	Eaton	FJ150AA0A0A	BD433FJ003			

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822329	E1093	**Commercial 6 LF**	6 LF	Montebello City Park (12.93 acres) / Senior Center	Kitchen	Gaylord	No tag/plate found	No tag/plate found			
2	1822235	E1093	**Commercial Convection Oven, Double**		Montebello City Park (12.93 acres) / Senior Center	North Wing Lower Floor Kitchen	Wolf	No tag/plate found	No tag/plate found			
3	1822272	E1093	**Commercial Dishwasher**		Montebello City Park (12.93 acres) / Senior Center	Kitchen	Hobart	X40H	27-1Q52-08G			
4	1822292	E1093	**Commercial Exhaust Hood, 3 to 6 LF**	6 LF	Montebello City Park (12.93 acres) / Senior Center	North Wing Lower Floor Kitchen						
5	1823710	E1093	**Commercial Garbage Disposal, 1 HP**		Montebello City Park (12.93 acres) / Youth Center and Gym	Kitchen	InSinkErator	SS75-27	PB285090	2011		
6	1822360	E1093	**Commercial Garbage Disposal, 1 to 3 HP**		Montebello City Park (12.93 acres) / Senior Center	Kitchen	InSinkErator	SS100-28	16109151632			
7	1822254	E1093	**Commercial Griddle**		Montebello City Park (12.93 acres) / Senior Center	Kitchen	Montague	No tag/plate found	No tag/plate found			
8	1823774	E1093	**Commercial Icemaker, Freestanding**		Montebello City Park (12.93 acres) / Youth Center and Gym	Concession Kitchen	Manitowoc	B420	110838498	2011		
9	1822242	E1093	**Commercial Icemaker, Freestanding**		Montebello City Park (12.93 acres) / Senior Center	Kitchen	Ice-O-Matic	No tag/plate found	No tag/plate found			
10	1822206	E1093	**Commercial Icemaker, Freestanding**		Montebello City Park (12.93 acres) / Senior Center	North Wing Hall	Ice-O-Matic	CIM0520HA	18011280012622			
11	1822302	E1093	**Commercial Range/Oven, 4-Burner**		Montebello City Park (12.93 acres) / Senior Center	Kitchen	Montague	No tag/plate found	No tag/plate found			
12	1822247	E1093	**Commercial Range/Oven, 6-Burner w/ Griddle**		Montebello City Park (12.93 acres) / Senior Center	North Wing Lower Floor Kitchen	Wolf	No tag/plate found	No tag/plate found			
13	1822303	E1093	**Commercial Refrigerator, 1-Door Reach-In**		Montebello City Park (12.93 acres) / Senior Center	Kitchen	True Manufacturing Co	T-23	5238994			
14	1823795	E1093	**Commercial Refrigerator, 2-Door Reach-In**		Montebello City Park (12.93 acres) / Youth Center and Gym	Concession	Traulsen	Inaccessible	Inaccessible	2011		
15	1822263	E1099	**Bleacher**	1 - 15 TIER	Montebello City Park (12.93 acres) / City Park Pool	Site						2
16	1823737	E1099	**Bleacher**	30+ TIER	Montebello City Park (12.93 acres) / Site	Baseball Field						6
17	1822307	E1099	**Bleacher**	1 - 15 TIER	Montebello City Park (12.93 acres) / City Park Pool	Site						3

F10 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822258	F1041	**Circulation Pump**	50 HP	Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	Super E	EM4312T	1298C-049	2009		
2	1823785	F1041	**Circulation Pump**		Montebello City Park (12.93 acres) / Site	Baseball Field Electrical Bldg	Baldor	JMM3211T	Illegible			
3	1822209	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	Senior Center	Aquatic lift	390-200	S4595	2012		
4	1822346	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD710C	No tag/plate found	2016		
5	1822262	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD510C	1103	2016		
6	1822231	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD810C	1107	2016		
7	1822324	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD206CP	1102	2016		
8	1822278	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD104C	01636	2016		
9	1822212	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD308CP	No tag/plate found	2016		
10	1822238	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD308C	1104	2016		
11	1822193	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool	EPD	EPD104C	1122	2016		
12	1822310	F1041	**Swimming Pool**		Montebello City Park (12.93 acres) / City Park Pool	City Park Pool						3

G40 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822252	G4021	**Site Pole Light**	100 WATT	Montebello City Park (12.93 acres) / City Park Bandshell	Site						2
2	1823687	G4021	**Site Pole Light**	100 WATT	Montebello City Park (12.93 acres) / Site	Tennis Courts						10
3	1823753	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Basketball Court						
4	1823724	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
5	1822245	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Parking lot						2
6	1823689	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
7	1823738	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
8	1823806	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
9	1823787	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
10	1823749	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
11	1823746	G4021	**Site Pole Light**	1000 WATT	Montebello City Park (12.93 acres) / Site	Baseball Field						
12	1823667	G4021	**Site Pole Light**	105 - 200 WATT	Montebello City Park (12.93 acres) / Youth Center and Gym	Site						8
13	1822293	G4021	**Site Walkway Bollard Light**	70 - 250 WATT	Montebello City Park (12.93 acres) / Site	Site						7

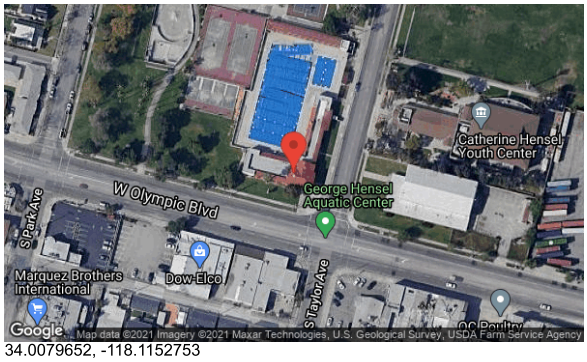
Montebello City Park (12.93 acres)

Reserve Summary	IMMEDIATE	2-Year	5-Year	10-Year	20-Year
Totals, Unescalated	$30,138	$110,189	$910,805	$3,640,408	$9,618,229
Totals, Escalated (3.0% inflation, compounded annually)	**$30,138**	**$114,813**	**$1,020,397**	**$4,535,737**	**$14,287,224**

Average yearly investment: $714,361



Site Information	Edit
Assessment Date	04/15/2020
Facility	Montebello City Park (12.93 acres)
Replacement Value	$7,885,234
Street	1300 W. OLYMPIC BLVD
City	Montebello
State	California
Zip	90640
Total Square Footage	563231
GPS	34.0079652, -118.1152753



34.0079652, -118.1152753

⚠ Critical/Safety Issues: 0

Round Report

- Performance/Integrity $8,300
- Accessibility $30,200
- Lifecycle/Renewal $4,497,400

10-YEAR TOTAL: $4,535,900

SECTION IV-B
Grant Rea Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello
Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



GRANT REA PARK
600 REA DRIVE
MONTEBELLO, CALIFORNIA 90640

PREPARED BY:
Bureau Veritas
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
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Program Manager
800.733.0660 x6251
Mark.Surdam@bvna.com

BV PROJECT #:
142318.20R000-002.354

DATE OF REPORT:
June 4, 2020

ON SITE DATE:
APRIL 29, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	600 Rea Drive, Montebello, California 90640
Site Developed	1963 Renovated 2009
Site Area	24.9 acres (estimated)
Parking Spaces	215 total spaces all in open lots; 10 of which are accessible
Building Area	6,830 SF
Number of Stories	One
Outside Occupants / Leased Spaces	Rec center shared with local baseball/softball leagues
Date(s) of Visit	April 29, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Delfino Rangel
Assessment and Report Prepared By	Jonathan Levine
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 x6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Grant Rea Park was constructed in 1963. A portion of the park was renovated in 2009.

Architectural

Most of the buildings consist of masonry bearing walls on a concrete slab with wood framed roofs. The Field 1 North Restroom consists of a wood structure on a concrete slab. The exterior façades at the Rec Center, Playground Restroom, and Concessions Stand consist of painted/exposed concrete masonry units. The façade at the Field 1 North Restroom consists of painted wood. The façade at the Field 1 South Restroom consists of painted CMU with aluminum windows. Most exterior doors are metal entry doors with the exception of the iron gated at the restrooms at the Rec Center and Field 1 South. The Rec Center and Concessions Stand roofs are gables with asphalt shingles. The playground Restroom and Field 1 North Restroom roofs are gables with metal finishes. The Field 1 South Restroom roof is a gable with asphalt shingles as well as flat modified bituminous roofing. The VCT flooring in the Rec Center recreation room is aged, damaged, and missing in some places. Typical lifecycle-based interior and exterior finish replacements are budgeted and anticipated.

Mechanical, Electrical, Plumbing and Fire (MEPF)

Cooling is provided to the Rec Center by a roof mounted evaporative cooler. No other heating or cooling components exist on the campus.

The plumbing systems are adequate for the facility and no major piping issues were found. No domestic water heating components exist on the campus.

The site is served by two main switchboards that were replaced in 2007. They are located in the electrical yard at the south end of the north parking lot. Interior lighting in the buildings primarily consist of LED fixtures.

None of the buildings are protected by fire alarm nor sprinkler suppression systems. Due to their size and functionality, it is recommended an alarm system be installed in the Rec Center and Field 1 South Restroom.

Site

The site consists of the Rec Center, Concessions Stand, restroom facilities, five baseball fields, a playground, batting cages, a petting zoo, concrete sidewalks/walkways, and two asphalt parking lots. The park contains grass and trees, play structures, benches and tables, gazebos, and barbecue grills throughout. There is a damaged trash receptacle near Picnic Shelter 2. The drinking fountain at the batting cages is also damaged. The baseball fields have chain link fencing, dugouts, bleachers, gazebos, scoreboards, and stadium pole lights. An irrigation system serves the park's landscaping features and fields. The petting zoo contains a barn and gazebos. The asphalt pavement in the parking lots has severe alligator cracking and potholes. The sealing and striping of the asphalt paving is also worn and should be replaced upon re-pavement.

Recommended Additional Studies

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	215	Parking lot			X	Asphalt pavement has severe alligator cracking and potholes
		Accessible Parking	10	Parking lot			X	Asphalt sealing and striping is worn
G2030	**Walks**							
		Concrete	71,400 SF	Throughout site	X			
G4020	**Lighting**							
		Area (>12')	32	Throughout site		X		
G2050	**Landscape**							
		Grass (Turf)	700,000 SF	Throughout site	X			
		Shrubs		Throughout site	X			
		Trees		Throughout site	X			
G2057	**Irrigation**							
		Sprinkler system	700,000 SF	Throughout site		X		
G2045	**Site Furnishings**							
		Tables, Picnic	40	Picnic areas		X		
		Benches, Seating	19	Throughout site		X		
		Drinking Fountain	6	Throughout site		X		1 damaged at batting cages
		Receptacle, Trash (metal)	38	Throughout site		X		1 damaged near picnic shelter 2
		Receptacle, Trash (concrete)	6	Throughout site	X			
		Barbecue Grills	8	Picnic areas		X		
		Bleachers	17	Baseball fields		X		
G2046	**Fountains, Pools, & Watercourses**							
		Play Structure, Wet play	4	Concrete/wet play area	X			
G2047	**Playing Fields**							
		Diamond Field	5	Baseball fields	X			
G2049	**Miscellaneous Structures**							
		Rec Center	1	Rec center	X			
		Restroom Facility	3	Playground, Field 1	X			
		Concessions/storage	1	Field 2	X			

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
		Gazebos	11	Picnic shelters, baseball fields, zoo, batting cages		X		
		Barn	1	Petting zoo		X		
G2050	**Miscellaneous Recreation**							
		Batting Cages	1		X			
		Petting Zoo	1		X			
		Play Structure	3	Playground	X			

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

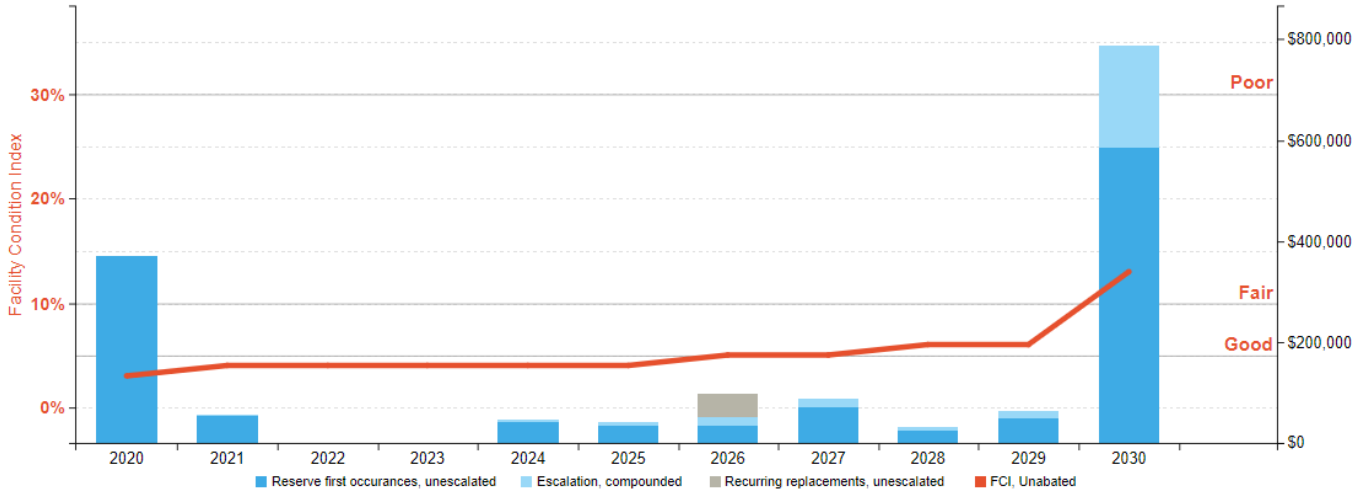
Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Grant Rea Park (24.94 Acres) / Concessions Stand	$225	830	$186,750	0.0%	0.0%	0.0%	12.3%
Grant Rea Park (24.94 Acres) / Rec Center	$225	1,750	$393,750	0.0%	1.1%	3.3%	15.6%
Grant Rea Park (24.94 Acres) / Restroom - Field 1, North	$225	530	$119,250	0.0%	0.5%	0.5%	4.7%
Grant Rea Park (24.94 Acres) / Restroom - Field 1, South	$225	1,700	$382,500	0.0%	0.0%	4.2%	19.6%
Grant Rea Park (24.94 Acres) / Restroom - Playground	$225	320	$72,000	0.0%	0.0%	1.0%	30.2%
Grant Rea Park (24.94 Acres) / Site			$1	0.0%	0.0%	0.0%	0.0%

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expendituresuy allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Grant Rea Park (24.94 Acres)

Replacement Value: $ 11,950,246; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Grant Rea Park (24.94 Acres)	3	$371,277
Total	**3**	**$371,277**

Grant Rea Park (24.94 Acres)

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1826448	Grant Rea Park (24.94 Acres) / Site	G2022	Parking Lots, Asphalt Pavement, Mill & Overlay	Failed	Performance/Integrity	$360,543
1826531	Grant Rea Park (24.94 Acres) / Site	G2045	Site Furnishings - Metal Trash Receptacles, Replace	Failed	Performance/Integrity	$687
1833295	Grant Rea Park (24.94 Acres) / Site	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
Total (3 items)						**$371,277**

Key Findings



Parking Lots in Failed condition.

Asphalt Pavement
Site

Uniformat Code: G2022
Recommendation: **Mill & Overlay in 2020**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $360,500

$$$$

Asphalt parking lot has extensive alligator cracking and potholes throughout - AssetCALC ID: 1826448



Parking Lots in Poor condition.

Asphalt Pavement
Site

Uniformat Code: G2022
Recommendation: **Seal & Stripe in 2021**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $46,400

**$$**$$

Asphalt pavement sealing and striping is worn - AssetCALC ID: 1826621



Site Furnishings - Metal Trash Receptacles in Failed condition.

Site Picnic Shelter 2

Uniformat Code: G2045
Recommendation: **Replace in 2020**

Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $700

**$**$$$

Damaged trash receptacle - AssetCALC ID: 1826531



Interior Floor Finish in Poor condition.

Vinyl Tile (VCT)
Rec Center Recreation Room

Uniformat Code: C3024
Recommendation: **Replace in 2021**

Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $4,000

**$**$$$

Flooring is worn, damaged, and missing in some areas - AssetCALC ID: 1826455



Drinking Fountain in Poor condition.

Outside/Site Style
Site Batting Cages

Uniformat Code: D2018
Recommendation: **Replace in 2021**

Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $4,800

**$**$$$

Fountain is damaged - AssetCALC ID: 1826539

No photo provided.

Fire Alarm System

Basic/Zoned
Restroom - Field 1, South Throughout building

Uniformat Code: D5037
Recommendation: **Install in 2024**

Priority Score: **59.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $4,600

**$**$$$

Building lacks fire alarm system - AssetCALC ID: 1827011

No photo provided.

Fire Alarm System

Basic/Zoned
Rec Center Throughout building

Uniformat Code: D5037
Recommendation: **Install in 2024**

Priority Score: **59.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $7,800

**$**$$$

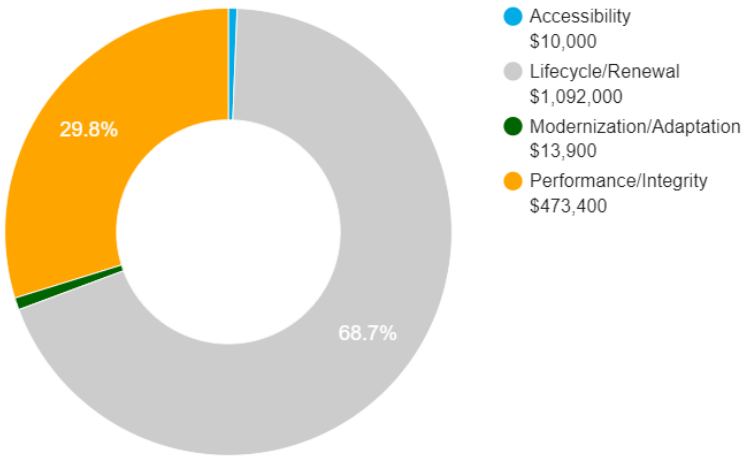
Building lacks fire alarm system - AssetCALC ID: 1826997

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety		An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity		Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility		Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental		Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation		Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal		Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

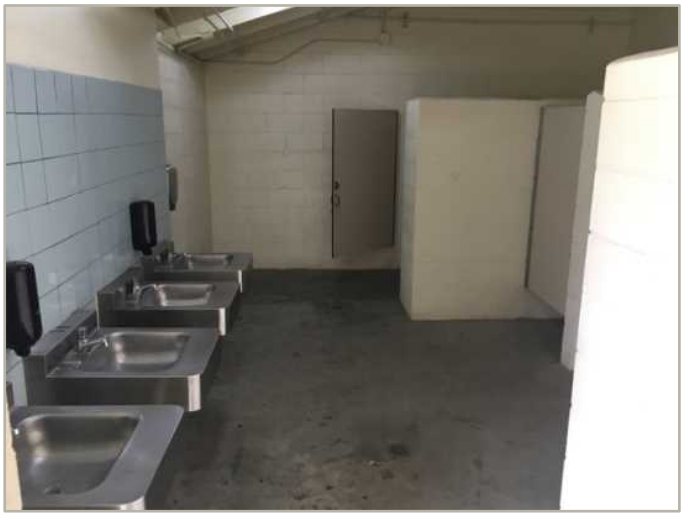
Plan Type Distribution (by Cost)



10-YEAR TOTAL: $1,589,300

2. Rec Center





Rec Center: Systems Summary		
Address	600 Rea Drive; Montebello, California	
Constructed/Renovated	Unknown / 2009	
Building Size	2,900 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU	Good
Roof	Primary: Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted CMU, Unfinished Floors: VCT, Unfinished Ceilings: Painted gypsum board, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair

Rec Center: Systems Summary		
HVAC	Evaporative Cooler	Fair
Fire Suppression	None	--
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: LED	--
Fire Alarm	None	--
Equipment/Special	Commercial kitchen equipment	Fair
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire alarm and suppression systems, damaged and missing VCT flooring	

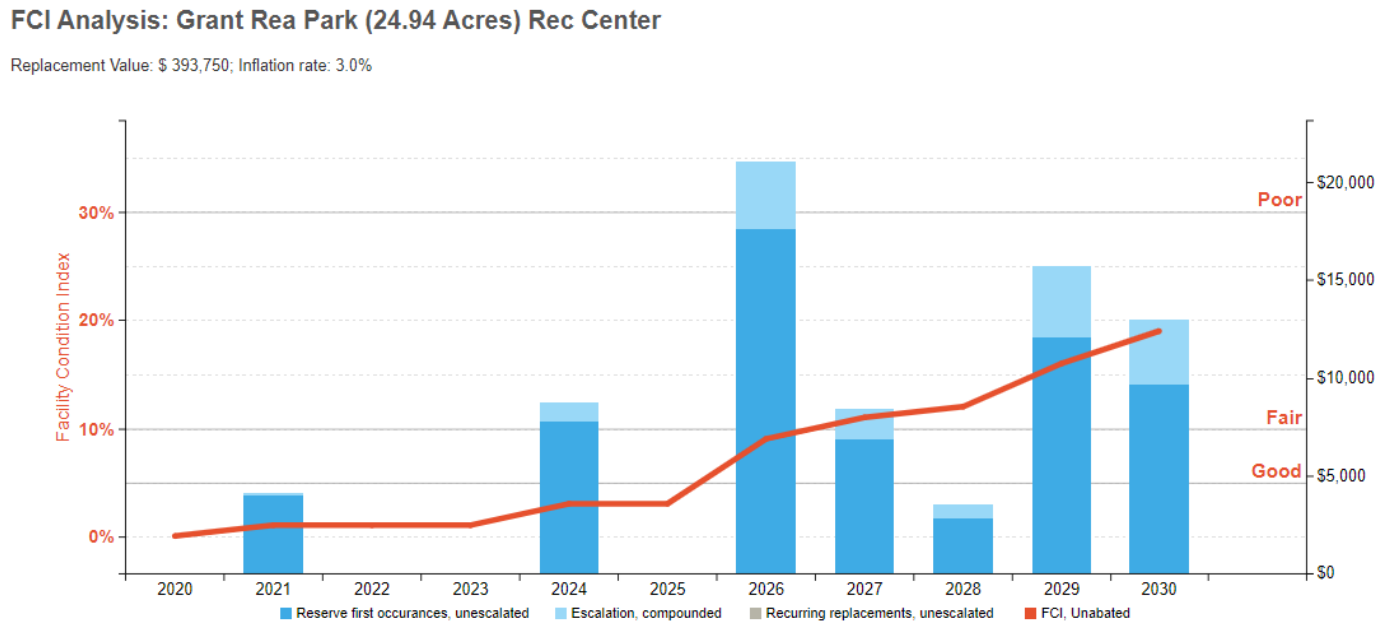
Rec Center: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	$8,400	$27,900	$36,300
Roofing	-	-	-	-	$25,400	$25,400
Interiors	-	$4,100	-	$36,800	$41,200	$82,100
Plumbing	-	-	-	$13,000	$107,400	$120,400
HVAC	-	-	-	$3,600	$2,800	$6,300
Electrical	-	-	-	-	$55,300	$55,300
Fire Alarm & Comm	-	-	$8,700	-	-	$8,700
TOTALS	**-**	**$4,100**	**$8,700**	**$61,800**	**$260,000**	**$334,500**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



3. Restroom – Playground





Restroom – Playground: Systems Summary		
Address	600 Rea Drive; Montebello, California	
Constructed/Renovated	Unknown / 2009	
Building Size	320 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Exposed CMU	Good
Roof	Primary: Gable construction with metal finish	Fair
Interiors	Walls: Painted CMU, Unfinished Floors: Painted/coated, Unfinished Ceilings: Painted gypsum board, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair

Restroom – Playground: Systems Summary		
HVAC	None	--
Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: LED	Good
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Potential moderate/major issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	Building lacks fire alarm and suppression systems, inaccessible building entrance	

Restroom – Playground: Systems Expenditure Forecast

System Expenditure Forecast

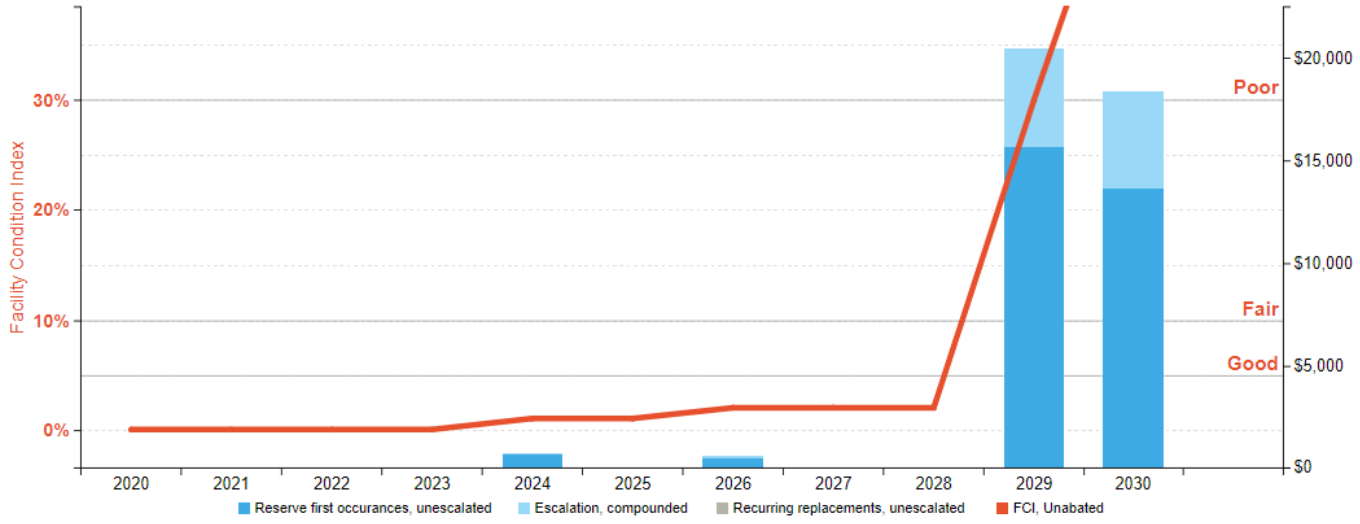
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	-	-	-
Roofing	-	-	-	-	-	-
Interiors	-	-	$700	$600	$1,800	$3,100
Plumbing	-	-	-	$18,400	$15,600	$34,000
HVAC	-	-	-	$20,400	-	$20,400
Electrical	-	-	-	-	$3,200	$3,200
Site Development	-	-	-	-	$2,900	$2,900
TOTALS	**-**	**-**	**$700**	**$39,400**	**$23,500**	**$63,600**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Grant Rea Park (24.94 Acres) Restroom - Playground

Replacement Value: $ 72,000; Inflation rate: 3.0%







Restroom – Field 1, North: Systems Summary

Address	600 Rea Drive; Montebello, California	
Constructed/Renovated	Unknown / 2009	
Building Size	530 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Conventional wood frame structure on concrete slab	Good
Façade	Painted wood	Good
Roof	Primary: Gable construction with metal finish	Fair
Interiors	Walls: Ceramic tile, Unfinished Floors: Painted/coated, Unfinished Ceilings: Painted gypsum board, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair

Restroom – Field 1, North: Systems Summary		
HVAC	None	--
Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: LED	Good
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire alarm and suppression systems	

Restroom – Field 1, North: Systems Expenditure Forecast

System Expenditure Forecast

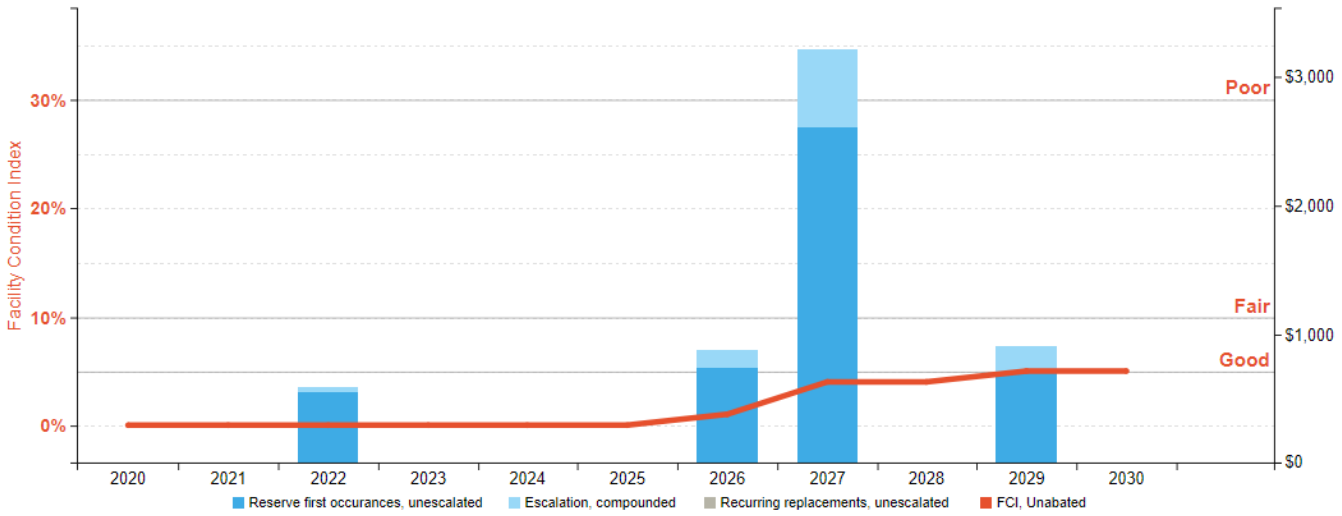
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	$3,200	$4,300	$7,500
Roofing	-	-	-	-	$20,400	$20,400
Interiors	-	$600	-	$900	$19,400	$20,900
Plumbing	-	-	-	-	$37,900	$37,900
Electrical	-	-	-	$900	$3,200	$4,100
TOTALS	**-**	**$600**	**-**	**$5,000**	**$85,200**	**$90,800**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Grant Rea Park (24.94 Acres) Restroom - Field 1, North

Replacement Value: $ 119,250; Inflation rate: 3.0%



5. Restroom – Field 1, South





Restroom – Field 1, South: Systems Summary		
Address	600 Rea Drive; Montebello, California	
Constructed/Renovated	1800 / 2009	
Building Size	2,250 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU with aluminum windows	Fair
Roof	Primary: Gable construction with asphalt shingles Secondary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted CMU, Unfinished Floors: Painted/coated, Unfinished Ceilings: Painted gypsum board, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair

Restroom – Field 1, South: Systems Summary		
HVAC	None	--
Fire Suppression	None	--
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: LED	Good
Fire Alarm	None	--
Equipment/Special	Commercial kitchen equipment	Fair
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire alarm and suppression systems	

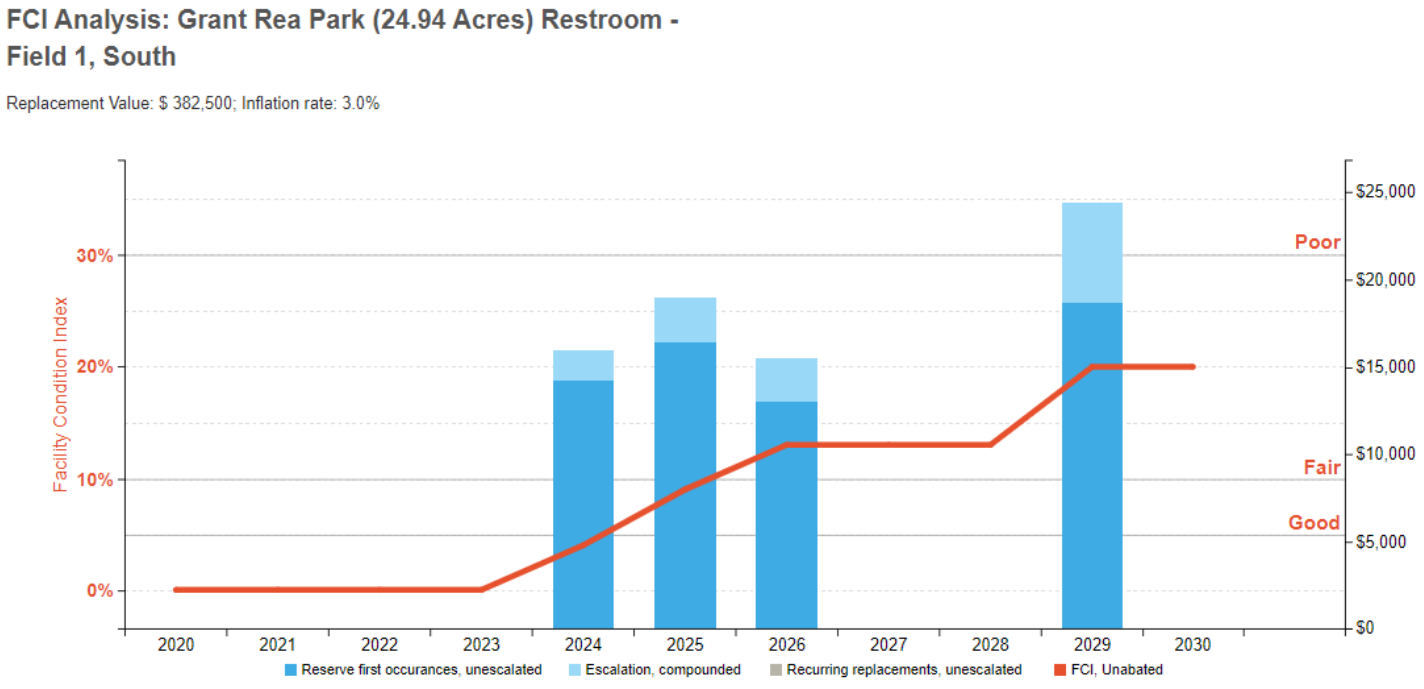
Restroom – Field 1, South: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	$10,900	-	$39,000	$49,900
Roofing	-	-	$19,000	-	-	$19,000
Interiors	-	-	-	$22,100	$20,800	$42,900
Plumbing	-	-	-	-	$46,600	$46,600
Electrical	-	-	-	$17,800	$10,300	$28,100
Fire Alarm & Comm	-	-	$5,100	-	-	$5,100
TOTALS	**-**	**-**	**$35,000**	**$39,900**	**$116,700**	**$191,600**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



6. Concessions Stand





Concessions Stand: Systems Summary		
Address	600 Rea Drive; Montebello, California	
Constructed/Renovated	Unknown	
Building Size	830 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU	Fair
Roof	Primary: Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted CMU, Unfinished Floors: Unfinished Ceilings: Unfinished/exposed	Fair
Elevators	None	--
Plumbing	None	--

Concessions Stand: Systems Summary		
HVAC	None	--
Fire Suppression	None	--
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: Incandescent	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire alarm and suppression systems	

Concessions Stand: Systems Expenditure Forecast

System Expenditure Forecast

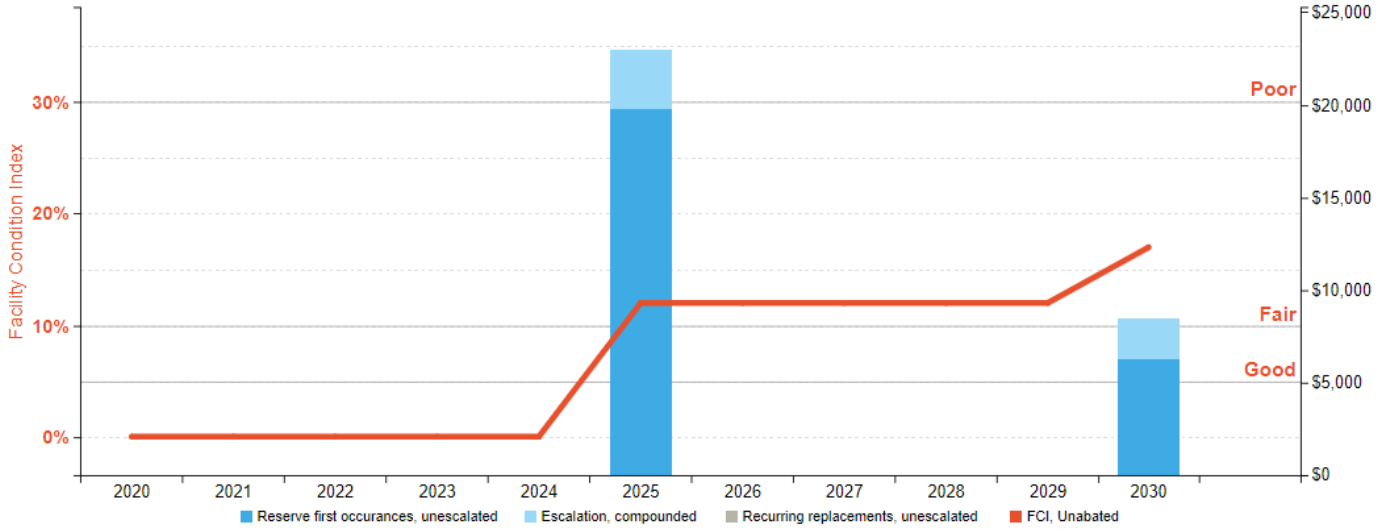
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	$6,500	-	$6,500
Roofing	-	-	$5,900	-	-	$5,900
Plumbing	-	-	-	-	$10,000	$10,000
Electrical	-	-	$17,100	$2,000	$5,000	$24,000
TOTALS	**-**	**-**	**$23,000**	**$8,500**	**$15,000**	**$46,400**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Grant Rea Park (24.94 Acres) Concessions Stand

Replacement Value: $ 186,750; Inflation rate: 3.0%



7. Site Summary





Site Information		
Lot Size	24.9 acres (estimated)	
Parking Spaces	215 total spaces all in open lots; 10 of which are accessible	
System	*Description*	*Condition*
Pavement/Flatwork	Asphalt lots with concrete sidewalks, curbs, and ramps	Fair
Site Development	Property entrance signage, chain-link fencing, CMU dumpster enclosures Playgrounds and baseball fields with bleachers, fencing, and site lights Heavily furnished park benches, picnic tables, trash receptacles, grills	Fair
Landscaping and Topography	Heavy landscaping features Irrigation present Moderate site slopes throughout	Good
Utilities	Municipal water and sewer Local utility-provided electric	Good
Site Lighting	Pole-mounted: LED Building-mounted: LED	Fair
Ancillary Structures	Gazebos, Barn	Fair
Accessibility	Potential moderate/major issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	Severe alligator cracking and potholes, damaged trash receptacle, damaged drinking fountain	

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Roofing	-	-	-	-	$30,200	$30,200
Plumbing	-	$5,000	$21,700	-	$59,600	$86,300
Electrical	-	-	-	-	$16,200	$16,200
Equipment/Special	-	-	-	$4,100	-	$4,100
Site Development	$700	-	-	$514,100	$1,303,800	$1,818,600
Site Lighting	-	-	-	$343,500	$22,900	$366,400
Pavement	$360,500	$47,700	-	$55,400	$138,600	$602,200
Landscaping	-	-	-	-	$5,113,100	$5,113,100
Accessibility	$10,000	-	-	-	-	$10,000
TOTALS	**$371,200**	**$52,700**	**$21,700**	**$917,100**	**$6,684,400**	**$8,047,100**

8. Property Space Use and Observed Areas

Unit Allocation

All 24.9 acres of the property are occupied by the City of Montebello/Parks, Recreation, and Community Services. The space is a public park with a playground, picnic areas, baseball fields, batting cages, a petting zoo and supporting recreation and restroom facilities.

Areas Observed

The site within the property boundaries, the exterior of the property, and most of the interior spaces were observed in order to gain a clear understanding of the property's overall condition.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Concessions Stand, Locked room and no key
- Kitchen, Rec Center, Locked room and no key
- Kitchen, Restroom – Field 1, South, Locked room and no key

9. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1963. The facility was renovated in 2009. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

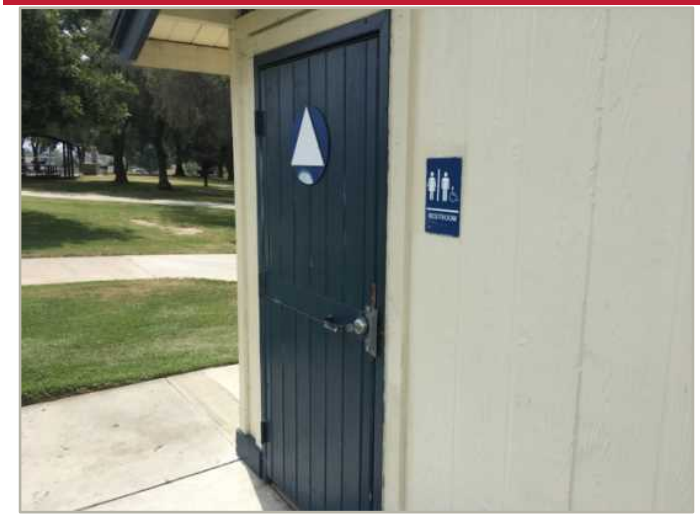
Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☒	☐
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☐	☐	☒

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Elevators	NA	NA	NA
Kitchens/Kitchenettes	NA	NA	NA
Recreation Facilities	☐	☐	☒

Campus Accessibility: Photographic Overview



Building entrance



Inaccessible building entrance



Accessible restroom accommodations



Accessible playground



Exterior path of travel



Accessible parking

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

10. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed, or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

11. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

12. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Grant Rea Park, 600 Rea Drive, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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13. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: ADA Checklist
Appendix E: Component Condition Report
Appendix F: Replacement Reserves
Appendix G: Equipment Inventory List

Appendix A:
Photographic Record



1	GRANT REA PARK



2	REC CENTER



3	RESTROOM - PLAYGROUND



4	RESTROOM - FIELD 1, NORTH



5	RESTROOM - FIELD 1, SOUTH



6	CONCESSIONS STAND



7	BASEBALL FIELD



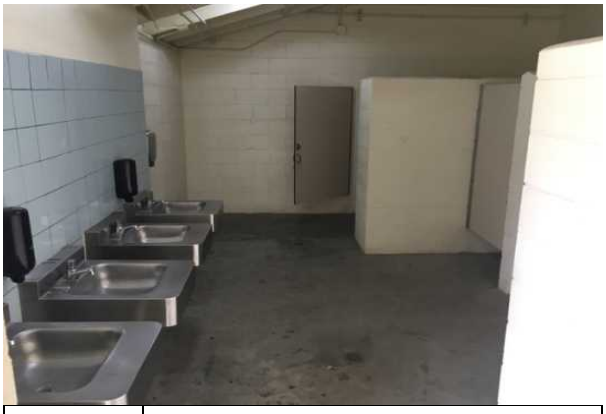
8	BATTING CAGES



9	PETTING ZOO



10	MULTI-USE ROOM



11	RESTROOM



12	RESTROOM



13	ASPHALT SHINGLE ROOF



14	METAL ROOF



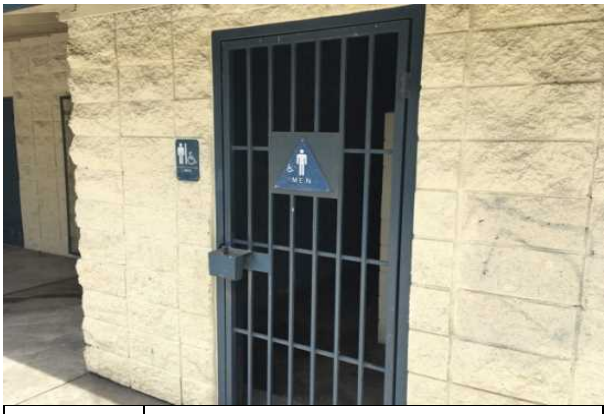
15	EXTERIOR PAINTED CMU WALL



16	ALUMINUM WINDOWS



17	EXTERIOR STEEL DOOR



18	GATE DOOR



19	DAMAGED AND MISSING VCT



20	EVAPORATIVE COOLER



21	ROOF MOUNTED EXHAUST FAN



22	DOMESTIC PIPING



23	BACKFLOW PREVENTER



24	BOOSTER PUMP



25	SAND FILTRATION SYSTEM



26	MAIN SWITCHBOARD



27	MAIN DISTRIBUTION PANEL



28	TRANSFORMER



29	INTERIOR LIGHTING



30	INTERIOR LIGHTING



31	INTERIOR LIGHTING



32	EXTERIOR BUILDING MOUNTED LIGHT



33	SITE POLE LIGHT



34	STADIUM POLE LIGHT



35	LANDSCAPING



36	WET PLAY AREA



37	BARN



38	CRACKED ASPHALT PAVEMENT



39	ASPHALT PAVEMENT POTHOLE



40	ASPHALT PAVEMENT WORN SEALING AND STRIPING



41	PEDESTRIAN CONCRETE PAVEMENT



42	GAZEBO



43	IRRIGATION SYSTEM



44	BLEACHERS



45	SCOREBOARD



46	CHAIN LINK FENCING



47	PLAY STRUCTURE



48	AQUATIC PLAY STRUCTURE



49	PARK BENCH



50	PICNIC TABLE



51	PARK GRILL



52	DAMAGED DRINKING FOUNTAIN



53	DAMAGED METAL TRASH RECEPTACLE



54	CONCRETE TRASH RECEPTACLE

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-002.354	Grant Rea Park
Source	**On-Site Date**
Google Earth	April 29, 2020

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
ADA Checklist

Visual Checklist - 2010 ADA Standards for Accessible Design

Property Name: Grant Rea Park

EMG Project Number: 142318.20R000-002.354

Abbreviated Accessibility Checklist

Facility History & Interview

	Question	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property? If so, indicate when.		X		
2	Have any ADA improvements been made to the property since original construction? Elaborate, especially if fully or partially addressed as the result of a previous study.	X			
3	Has building ownership/management reported any ADA complaints or litigation?		X		

Playgrounds & Swimming Pools



Play structure



Acessbile path to play structure area

	Question	Yes	No	NA	Comments
1	Is there an accessible route to the play area/s?	X			
2	Has the play area been reviewed for accessibility?			X	Unknown
3	Are publicly accessible swimming pools equipped with an entrance lift?			X	No swimming pools

Abbreviated Accessibility Checklist

Parking



Accessible parking spots



Van accessbile parking stall

	Question	Yes	No	NA	Comments
1	Does the required number of standard ADA designated spaces appear to be provided?	X			
2	Does the required number of van-accessible designated spaces appear to be provided?	X			
3	Are accessible spaces on the shortest accessible route to an accessible building entrance?	X			
4	Does parking signage include the International Symbol of Accessibility?	X			
5	Does each accessible space have an adjacent access aisle?	X			
6	Do parking spaces and access aisles appear to be relatively level and without obstruction?	X			

Abbreviated Accessibility Checklist

Exterior Accessible Route



Exterior path of travel



Exterior path of travel

	Question	Yes	No	NA	Comments
1	Is an accessible route present from public transportation stops and municipal sidewalks on or immediately adjacent to the property?	X			
2	Does a minimum of one accessible route appear to connect all public areas on the exterior, such as parking and other outdoor amenities, to accessible building entrances?	X			
3	Are curb ramps present at transitions through raised curbs on all accessible routes?	X			
4	Do curb ramps appear to have compliant slopes for all components?	X			
5	Do ramp runs on an accessible route appear to have compliant slopes?			X	
6	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	
7	Do ramps on an accessible route appear to have compliant end and intermediate landings?			X	
8	Do ramps on an accessible route appear to have compliant handrails?			X	

Abbreviated Accessibility Checklist

Building Entrances



Accessible building entrance



Innaccessible building entrance at playground restroom

	Question	Yes	No	NA	Comments
1	Do a sufficient number of accessible entrances appear to be provided?	X			
2	If the main entrance is not accessible, is an alternate accessible entrance provided?			X	
3	Is signage provided indicating the location of alternate accessible entrances?			X	
4	Do doors at accessible entrances appear to have compliant maneuvering clearance area on each side?	X			
5	Do doors at accessible entrances appear to have compliant hardware?	X			
6	Do doors at accessible entrances appear to have a compliant clear opening width?	X			
7	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?			X	
8	Do thresholds at accessible entrances appear to have a compliant height?	X			Inaccessible step at entrances to playground restrooms

Abbreviated Accessibility Checklist

Interior Accessible Route, Interior Doors & Amenities



Field 1 south restroom building interior



Rec center building interior

	Question	Yes	No	NA	Comments
1	Does an accessible route appear to connect all public areas inside the building?	X			
2	Do accessible routes appear free of obstructions and/or protruding objects?	X			
3	Do ramps on accessible routes appear to have compliant slopes?			X	
4	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	
5	Do ramps on accessible routes appear to have compliant end and intermediate landings?			X	
6	Do ramps on accessible routes appear to have compliant handrails?			X	
7	Are accessible areas of refuge and the accessible means of egress to those areas identified with accessible signage?			X	
8	Do public transaction areas have an accessible, lowered service counter section?			X	
9	Do public telephones appear mounted with an accessible height and location?			X	
10	Do doors at interior accessible routes appear to have compliant maneuvering clearance area on each side?			X	
11	Do doors at interior accessible routes appear to have compliant hardware?			X	
12	Do non-fire hinged, sliding, or folding doors on interior accessible routes appear to have compliant opening force?			X	

13	Do doors on interior accessible routes appear to have a compliant clear opening width?			X	

Abbreviated Accessibility Checklist

Elevators

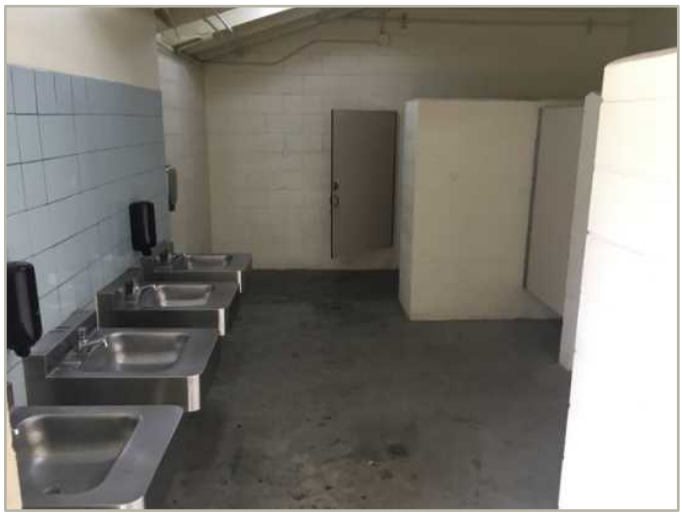
No elevator(s) present

No elevator(s) present

Question		Yes	No	NA	Comments
1	Are hallway call buttons configured with the “UP” button above the “DOWN” button?			X	
2	Is accessible floor identification signage present on the hoistway sidewalls on each level?			X	
3	Do the elevators have audible and visual arrival indicators at the lobby and hallway entrances?			X	
4	Do the elevator hoistway and car interior appear to have a minimum compliant clear floor area?			X	
5	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?			X	
6	Do elevator car control buttons appear to be mounted at a compliant height?			X	
7	Are tactile and Braille characters mounted to the left of each elevator car control button?			X	
8	Are audible and visual floor position indicators provided in the elevator car?			X	
9	Is the emergency call system on or adjacent to the control panel and does it not require voice communication?			X	

Abbreviated Accessibility Checklist

Common Area Restrooms



Rec center restroom



Field 1 north restroom building restroom

	Question	Yes	No	NA	Comments
1	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?	X			
2	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?	X			
3	Does the lavatory faucet have compliant handles?	X			
4	Is the plumbing piping under lavatories configured to protect against contact?	X			
5	Are grab bars provided at compliant locations around the toilet?	X			
6	Do toilet stall doors appear to provide the minimum compliant clear width?	X			
7	Do toilet stalls appear to provide the minimum compliant clear floor area?	X			
8	Where more than one urinal is present in a multi-user restroom, does minimum one urinal appear to be mounted at a compliant height and with compliant approach width?	X			
9	Do accessories and mirrors appear to be mounted at a compliant height?	X			

Appendix E:
Component Condition Report

Component Condition Report | Grant Rea Park (24.94 Acres) / Concessions Stand

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2032	Building exterior	Fair	Exterior Door, Steel	6	10	1826769
Roofing						
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	1,000 SF	5	1826527
Plumbing						
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	830 SF	20	1833298
Electrical						
D5012	Irrigation room	Fair	Secondary Transformer, 15 kVA [No tag/plate found]	1	5	1826573
D5012	Utility closet	Fair	Main Distribution Panel, 125 AMP [No tag/plate found]	1	10	1833311
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	830 SF	20	1833300
D5029	Throughout building	Fair	Lighting System, Interior, Low Density & Standard Fixtures	830 SF	5	1833299

Component Condition Report | Grant Rea Park (24.94 Acres) / Rec Center

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Good	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,700 SF	7	1826639
B2032	Building exterior	Fair	Exterior Door, Steel	9	20	1826580
B2039	Building exterior	Good	Pedestrian Gate, Wrought Iron	2	17	1826595
Roofing						
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	3,500 SF	12	1826638
Interiors						
C1031	Restrooms	Fair	Toilet Partitions, Plastic/Laminate	12	9	1826464
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	4,900 SF	6	1826462
C3012	Throughout building	Fair	Interior Wall Finish, Ceramic Tile	150 SF	20	1826600
C3024	Recreation Room	Poor	Interior Floor Finish, Vinyl Tile (VCT)	600 SF	1	1826455
C3031	Throughout building	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	2,900 SF	6	1826364
Plumbing						
D2011	Restrooms	Fair	Toilet, GPF	12	19	1826491
D2012	Restrooms	Fair	Urinal, GPF	3	19	1826373
D2014	Restrooms	Fair	Sink/Lavatory, Wall-Hung, Enameled Steel	7	19	1826611
D2018	Building exterior	Good	Drinking Fountain, Outside/Site Style	2	10	1826487
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	2,900 SF	20	1833302
HVAC						
D3031	Roof	Fair	Evaporative Cooler, 3000 CFM [Inaccessible]	1	8	1826444
D3042	Roof	Fair	Exhaust Fan, Roof mounted	1	13	1826380
Electrical						
D5012	Utility closet	Good	Main Distribution Panel, 125 AMP [No tag/plate found]	1	25	1833310
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	2,900 SF	20	1833301
D5022	Building exterior	Good	Light Fixture, 100 WATT	4	15	1826561
D5029	Throughout building	Good	Lighting System, Interior, Low Density & Standard Fixtures	2,900 SF	15	1826398

Component Condition Report | Grant Rea Park (24.94 Acres) / Rec Center

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Fire Alarm & Comm						
D5037	Throughout building	NA	Fire Alarm System, Basic/Zoned, Install	2,900 SF	4	1826997

Component Condition Report | Grant Rea Park (24.94 Acres) / Restroom - Field 1, North

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Good	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	650 SF	7	1826608
B2032	Building exterior	Fair	Exterior Door, Steel	2	25	1826463
B2032	Building exterior	Fair	Exterior Door, Steel	2	25	1826593
B2032	Building exterior	Fair	Exterior Door, Steel	1	25	1826568
Roofing						
B3011	Roof	Fair	Roof, Metal	650 SF	20	1826468
Interiors						
C3012	Restrooms	Fair	Interior Wall Finish, Ceramic Tile	400 SF	20	1826586
C3021	Restrooms	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	300 SF	2	1826613
C3031	Restrooms	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	300 SF	6	1826365
Plumbing						
D2011	Restrooms	Fair	Toilet, GPF	1	19	1826503
D2011	Restrooms	Fair	Toilet, GPF	1	19	1826367
D2011	Restrooms	Fair	Toilet, GPF	1	19	1826441
D2011	Restrooms	Fair	Toilet, GPF	1	19	1826375
D2012	Restrooms	Fair	Urinal, GPF	1	19	1826584
D2012	Restrooms	Fair	Urinal, GPF	1	19	1826401
D2014	Restrooms	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	19	1826449
D2014	Restrooms	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	19	1826596
D2014	Restrooms	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	19	1826445
D2014	Restrooms	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	19	1826506
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	530 SF	20	1833304
Electrical						
D5012	Utility closet	Good	Main Distribution Panel, 125 AMP [No tag/plate found]	1	25	1833309
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	530 SF	20	1833303
D5022	Restroom 2	Fair	Light Fixture, 100 WATT	1	9	1826394
D5022	Restroom 2	Fair	Light Fixture, 100 WATT	1	9	1826576
D5022	Restrooms	Fair	Light Fixture, 100 WATT	1	9	1826472

Component Condition Report | Grant Rea Park (24.94 Acres) / Restroom - Field 1, South

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	2,400 SF	4	1826641
B2021	Building exterior	Fair	Window, 12 SF	10	12	1826383
B2032	Building exterior	Fair	Exterior Door, Steel	6	20	1826450
B2039	Building exterior	Fair	Pedestrian Gate, Wrought Iron	2	15	1826594

Component Condition Report | Grant Rea Park (24.94 Acres) / Restroom - Field 1, South

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Roofing						
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	2,300 SF	5	1826493
B3011	Kitchen Roof	Fair	Roof, Modified Bituminous	350 SF	5	1826883
Interiors						
C1031	Restrooms	Fair	Toilet Partitions, Plastic/Laminate	5	9	1826609
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	4,000 SF	6	1826421
C3031	Throughout building	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	1,850 SF	6	1826610
Plumbing						
D2011	Restrooms	Fair	Toilet, GPF	5	19	1826460
D2012	Restrooms	Fair	Urinal, GPF	2	19	1826537
D2014	Restrooms	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	2	19	1826534
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	1,700 SF	20	1833306
Electrical						
D5012	Utility closet	Good	Main Distribution Panel, 125 AMP [KA1]	1	25	1826582
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	1,700 SF	20	1833305
D5029	Throughout building	Fair	Lighting System, Interior, Low Density & Standard Fixtures	1,700 SF	9	1826382
Fire Alarm & Comm						
D5037	Throughout building	NA	Fire Alarm System, Basic/Zoned, Install	1,700 SF	4	1827011

Component Condition Report | Grant Rea Park (24.94 Acres) / Restroom - Playground

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2032	Building exterior	Good	Exterior Door, Steel	2	29	1826453
B2032	Building exterior	Good	Exterior Door, Steel	2	29	1826406
Roofing						
B3011	Roof	Fair	Roof, Metal	400 SF	25	1826525
Interiors						
C3012	Restrooms	Fair	Interior Wall Finish, any surface, Prep & Paint	350 SF	4	1826614
C3031	Restrooms	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	200 SF	6	1826374
Plumbing						
D2011	Restrooms	Fair	Toilet, GPF	1	19	1826533
D2011	Restrooms	Fair	Toilet, GPF	1	19	1826434
D2014	Restrooms	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	19	1826499
D2014	Restrooms	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	19	1826426
D2023	Electrical room	Good	Domestic Circulation/Booster Pump, 3 HP [CK-2-4]	1	10	1826521
D2023	Electrical room	Good	Domestic Circulation/Booster Pump, 3 HP [CK-8-10]	1	10	1826469
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	320 SF	20	1833308
HVAC						
D3022	Sand filter room	Fair	Chemical Feed System [No tag/plate found]	1	9	1826549
Electrical						
D5012	Electrical room	Good	Secondary Transformer, 30 kVA [No tag/plate found]	1	25	1826602

Component Condition Report | Grant Rea Park (24.94 Acres) / Restroom - Playground

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D5012	Electrical room	Good	Main Distribution Panel, 100 AMP [NEMA 1]	1	25	1826544
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	320 SF	20	1833307
D5022	Building exterior	Good	Light Fixture, 100 WATT	1	15	1826399
D5022	Restrooms	Good	Light Fixture, 100 WATT	1	15	1826489
D5022	Building exterior	Good	Light Fixture, 100 WATT	1	15	1826457
D5022	Restrooms	Good	Light Fixture, 100 WATT	1	15	1826605
Site Development						
G2045	Site	Good	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1826442

Component Condition Report | Grant Rea Park (24.94 Acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Roofing						
B3011	Field 1	Fair	Roof, Dugout, Metal	160 SF	20	1826514
B3011	Field 4	Fair	Roof, Dugout, Metal	160 SF	20	1826507
B3011	Field 3	Fair	Roof, Dugout, Metal	160 SF	20	1826403
B3011	Field 5	Fair	Roof, Dugout, Metal	160 SF	25	1826574
B3011	Field 5	Fair	Roof, Dugout, Metal	160 SF	25	1826388
B3011	Field 1	Fair	Roof, Dugout, Metal	160 SF	20	1826362
B3011	Field 4	Fair	Roof, Dugout, Metal	160 SF	20	1826482
B3011	Field 3	Fair	Roof, Dugout, Metal	160 SF	20	1826625
Plumbing						
D2014	Picnic Shelter 3	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	19	1826488
D2014	Picnic area	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	19	1826530
D2018	Field 1	Fair	Drinking Fountain, Outside/Site Style	1	4	1826433
D2018	Field 3	Fair	Drinking Fountain, Outside/Site Style	1	4	1826411
D2018	Batting Cages	Poor	Drinking Fountain, Outside/Site Style	1	1	1826539
D2018	Field 2	Fair	Drinking Fountain, Outside/Site Style	1	4	1826389
D2018	Picnic area	Fair	Drinking Fountain, Outside/Site Style [No tag/plate found]	1	4	1826554
D2021	Petting Zoo	Fair	Backflow Preventer, 1 INCH [No tag/plate found]	1	17	1826483
D2021	Site	Fair	Backflow Preventer, 1 INCH [No tag/plate found]	1	17	1826516
D2021	Site	Fair	Backflow Preventer, 1 INCH [No tag/plate found]	1	17	1826569
D2021	Site	Fair	Backflow Preventer, 1 INCH [No tag/plate found]	1	17	1826575
Electrical						
D5012	Electrical yard	Good	Secondary Transformer, 25 kVA [No tag/plate found]	1	20	1826384
D5012	Electrical yard	Good	Building/Main Switchboard, 400 AMP [MS1]	1	27	1826589
D5012	Electrical yard	Good	Building/Main Switchboard, 300 AMP [MS2]	1	27	1826526
Equipment/Special						
E1099	Field 4	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826647
E1099	Field 1	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826630
E1099	Field 2	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826497
E1099	Field 1	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826379
E1099	Field 2	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826465

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
E1099	Field 4	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826422
E1099	Field 4	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826480
E1099	Field 3	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826402
E1099	Field 3	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826436
E1099	Field 4	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826635
E1099	Field 1	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826477
E1099	Field 2	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826413
E1099	Field 1	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826385
E1099	Field 1	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826632
E1099	Field 4	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826415
E1099	Field 3	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826376
E1099	Field 3	Fair	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	1	9	1826360
Pavement						
G2022	Site	Failed	Parking Lots, Asphalt Pavement, Mill & Overlay	76,900 SF	0	1826448
G2022	Site	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	76,900 SF	1	1826621
Site Development						
G2041	Field 4	Fair	Fences & Gates, Chain Link, 6' High	600 LF	20	1826381
G2041	Field 1	Fair	Fences & Gates, Chain Link, 6' High	1,100 LF	20	1826767
G2041	Field 2	Fair	Fences & Gates, Chain Link, 6' High	1,100 LF	20	1826404
G2041	Petting Zoo	Fair	Fences & Gates, Chain Link, 4' High	700 LF	25	1826451
G2041	Field 5	Fair	Fences & Gates, Chain Link, 6' High	600 LF	25	1826618
G2041	Field 3	Fair	Fences & Gates, Chain Link, 6' High	1,100 LF	20	1826558
G2041	Petting Zoo	Fair	Fences & Gates, Chain Link, 6' High	1,400 LF	25	1826372
G2041	Batting Cages	Fair	Fences & Gates, Chain Link, 6' High	800 LF	20	1826512
G2045	Playground	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826631
G2045	Picnic area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826458
G2045	Picnic Shelter 2	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826392
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826361
G2045	Picnic area	Fair	Park Grill (Barbeque)	1	7	1826623
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826478
G2045	Playground	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826358
G2045	Field 3	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826520
G2045	Field 5	Good	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	15	1826542
G2045	Picnic Shelter 4	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826519
G2045	Playground	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826550
G2045	Field 1	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	6	1826475
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826396
G2045	Picnic Shelter 1	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826616
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826604
G2045	Picnic Shelter 4	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826428
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826581

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Picnic Shelter 4	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826513
G2045	Picnic Shelter 3	Good	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1826628
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826387
G2045	Picnic Shelter 2	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826560
G2045	Field 3	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	6	1826510
G2045	Picnic Shelter 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826368
G2045	Playground	Fair	Park Grill (Barbeque)	1	7	1826571
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826565
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826395
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826578
G2045	Field 4	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	6	1826547
G2045	Picnic area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826540
G2045	Picnic Shelter 2	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826467
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826552
G2045	Playground	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826643
G2045	Picnic area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826529
G2045	Picnic area	Fair	Park Grill (Barbeque)	1	7	1826567
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826652
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826637
G2045	Field 4	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826590
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826543
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826627
G2045	Field 5	Good	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	15	1826508
G2045	Picnic Shelter 4	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826500
G2045	Playground	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826555
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826439
G2045	Picnic Shelter 2	Fair	Park Grill (Barbeque)	1	7	1826425
G2045	Picnic area	Good	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1826591
G2045	Field 5	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826515
G2045	Picnic Shelter 1	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826416
G2045	Picnic Shelter 3	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826528
G2045	Picnic area	Fair	Park Grill (Barbeque)	1	7	1826486
G2045	Picnic Shelter 1	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826536
G2045	Picnic area	Fair	Park Grill (Barbeque)	1	7	1826577
G2045	Field 5	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826474
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826498
G2045	Picnic area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826481
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826535
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826559
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826424
G2045	Picnic Shelter 4	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826504

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Playground	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826369
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826496
G2045	Picnic Shelter 1	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826420
G2045	Field 5	Good	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	15	1826645
G2045	Concrete/wet play area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826541
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826622
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826634
G2045	Picnic Shelter 3	Fair	Park Grill (Barbeque)	1	7	1826524
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826619
G2045	Field 4	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	6	1826471
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826407
G2045	Field 1	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	6	1826417
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826629
G2045	Picnic Shelter 4	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826461
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826511
G2045	Picnic Shelter 1	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826440
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826599
G2045	Playground	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826572
G2045	Playground	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826598
G2045	Picnic Shelter 1	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826626
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826393
G2045	Field 3	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	6	1826359
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826423
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826505
G2045	Field 3	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826377
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826570
G2045	Picnic area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826431
G2045	Picnic Shelter 3	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826466
G2045	Picnic Shelter 2	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826408
G2045	Picnic area	Good	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1826378
G2045	Picnic Shelter 3	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826640
G2045	Concrete/wet play area	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826624
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826492
G2045	Picnic area	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826557
G2045	Picnic Shelter 2	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826454
G2045	Playground	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826546
G2045	Picnic Shelter 4	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826363
G2045	Picnic Shelter 1	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826587
G2045	Field 2	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826502
G2045	Playground	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826459
G2045	Playground	Fair	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	12	1826646

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826476
G2045	Picnic Shelter 2	Failed	Site Furnishings - Metal Trash Receptacles	1	0	1826531
G2045	Picnic Shelter 2	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826452
G2045	Picnic Shelter 3	Fair	Park Grill (Barbeque)	1	7	1826553
G2045	Playground	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826371
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826650
G2045	Field 5	Good	Site Furnishings, Park Bench, Wood/Composite/Fiberglass	1	15	1826494
G2045	Field 4	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1826648
G2045	Picnic area	Fair	Site Furnishings, Picnic Table, Precast Concrete	1	14	1826490
G2045	Field 1	Good	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1826484
G2045	Playground	Good	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1826636
G2047	Batting Cages	Fair	Sports Apparatus, Pitching Machine	1	7	1826606
G2047	Concrete/wet play area	Good	Play Structure, Very Small	1	14	1826615
G2047	Batting Cages	Fair	Sports Apparatus, Pitching Machine	1	7	1826563
G2047	Playground	Good	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	2,400 SF	14	1826532
G2047	Concrete/wet play area	Good	Play Structure, Small	1	14	1826419
G2047	Field 4	Fair	Sports Apparatus, Scoreboard, Electronic Very Robust	1	14	1826456
G2047	Batting Cages	Fair	Sports Apparatus, Pitching Machine	1	7	1826473
G2047	Playground	Good	Play Structure, Large	1	14	1826470
G2047	Field 1	Fair	Sports Apparatus, Scoreboard, Electronic Very Robust	1	14	1826607
G2047	Field 3	Fair	Sports Apparatus, Scoreboard, Electronic Very Robust	1	14	1826447
G2047	Batting Cages	Fair	Sports Apparatus, Pitching Machine	1	7	1826564
G2047	Playground	Good	Play Structure, Small	1	14	1826651
G2047	Concrete/wet play area	Good	Play Structure, Very Small	1	14	1826566
G2047	Playground	Good	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	1,300 SF	14	1826509
G2047	Playground	Good	Play Structure, Swing Set only, 4 Seats	1	14	1826517
G2047	Field 2	Fair	Sports Apparatus, Scoreboard, Electronic Very Robust	1	14	1826649
G2047	Batting Cages	Fair	Sports Apparatus, Pitching Machine	1	7	1826370
G2047	Batting Cages	Fair	Sports Apparatus, Pitching Machine	1	7	1826430
G2047	Concrete/wet play area	Good	Play Structure, Small	1	14	1826518
G2047	Batting Cages	Fair	Sports Apparatus, Bleachers, Steel Frame w/ Aluminum Seats, Replace (per Seat)	40	7	1826443
G2047	Playground	Good	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	1,400 SF	14	1826485
G2049	Picnic Shelter 2	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	20	1826400
G2049	Picnic Shelter 1	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	20	1826523
G2049	Field 3	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	10	1826418
G2049	Petting Zoo	Fair	Prefabricated/Ancillary Building or Structure, All Components	2,500 SF	23	1826397
G2049	Field 4	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	10	1826432
G2049	Batting Cages	Fair	Prefabricated/Ancillary Building or Structure, All Components	100 SF	15	1826579
G2049	Picnic Shelter 4	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	20	1826588
G2049	Petting Zoo	Fair	Prefabricated/Ancillary Building or Structure, All Components	1,200 SF	23	1826410
G2049	Field 1	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	10	1826390

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2049	Petting Zoo	Fair	Prefabricated/Ancillary Building or Structure, All Components	800 SF	23	1826412
G2049	Picnic Shelter 3	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	20	1826603
G2049	Field 2	Fair	Prefabricated/Ancillary Building or Structure, All Components	500 SF	10	1826538
Landscaping						
G2057	Site	Fair	Irrigation System	700,000 SF	15	1826583
Site Lighting						
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826409
G4021	Batting Cages	Fair	Site Pole Light, 105 - 200 WATT	1	8	1826601
G4021	Playground	Fair	Site Pole Light, 105 - 200 WATT	1	12	1826405
G4021	Field 5	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826446
G4021	Site	Fair	Site Pole Light, 105 - 200 WATT	1	12	1826562
G4021	Batting Cages	Fair	Site Pole Light, 105 - 200 WATT	1	8	1826386
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826642
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826620
G4021	Parking lot	Fair	Site Pole Light, 105 - 200 WATT	1	12	1826391
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826612
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT [A1]	1	10	1826597
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826522
G4021	Batting Cages	Fair	Site Pole Light, 105 - 200 WATT	1	8	1826435
G4021	Batting Cages	Fair	Site Pole Light, 105 - 200 WATT	1	8	1826495
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826414
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT [A7]	1	10	1826501
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826357
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT [B7]	1	10	1826429
G4021	Field 2	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826551
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826427
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826585
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826438
G4021	Field 2	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826545
G4021	Field 2	Fair	Site Pole Light, 135 - 1000 WATT [A4]	1	10	1826633
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826617
G4021	Field 4	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826548
G4021	Field 3	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826479
G4021	Field 2	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826644
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT [B5]	1	10	1826366
G4021	Field 2	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826592
G4021	Field 1	Fair	Site Pole Light, 135 - 1000 WATT	1	10	1826556
G4021	Field 4	Fair	Site Pole Light, 135 - 1000 WATT [A7*]	1	10	1826437
Accessibility						
Z105X	Throughout site/buildings	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1833295

Appendix F:
Replacement Reserves

Replacement Reserves Report

6/4/2020

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Grant Rea Park (24.94 Acres)	Concessions Stand	B2032	1826769	Exterior Door, Steel, Replace	40	30	10	6	EA	$803.74	$4,822											$4,822												**$4,822**
Grant Rea Park (24.94 Acres)	Concessions Stand	B3011	1826527	Roof, Asphalt Shingle 20-Year, Replace	20	15	5	1000	SF	$5.09	$5,090						$5,090																	**$5,090**
Grant Rea Park (24.94 Acres)	Concessions Stand	D2029	1833298	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	830	SF	$6.70	$5,559																					$5,559		**$5,559**
Grant Rea Park (24.94 Acres)	Concessions Stand	D5012	1826573	Secondary Transformer, 15 kVA, Replace	30	25	5	1	EA	$8,037.36	$8,037						$8,037																	**$8,037**
Grant Rea Park (24.94 Acres)	Concessions Stand	D5012	1833311	Main Distribution Panel, 125 AMP, Replace	30	20	10	1	EA	$1,473.52	$1,474											$1,474												**$1,474**
Grant Rea Park (24.94 Acres)	Concessions Stand	D5019	1833300	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	20	20	830	SF	$3.35	$2,780																					$2,780		**$2,780**
Grant Rea Park (24.94 Acres)	Concessions Stand	D5029	1833299	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	15	5	830	SF	$8.04	$6,671						$6,671																	**$6,671**
Grant Rea Park (24.94 Acres)	Rec Center	B2011	1826639	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	1700	SF	$4.02	$6,832								$6,832										$6,832					**$13,664**
Grant Rea Park (24.94 Acres)	Rec Center	B2032	1826580	Exterior Door, Steel, Replace	40	20	20	9	EA	$803.74	$7,234																					$7,234		**$7,234**
Grant Rea Park (24.94 Acres)	Rec Center	B2039	1826595	Pedestrian Gate, Wrought Iron, Replace	25	8	17	2	EA	$1,071.65	$2,143																		$2,143					**$2,143**
Grant Rea Park (24.94 Acres)	Rec Center	B3011	1826638	Roof, Asphalt Shingle 20-Year, Replace	20	8	12	3500	SF	$5.09	$17,816													$17,816										**$17,816**
Grant Rea Park (24.94 Acres)	Rec Center	C1031	1826464	Toilet Partitions, Plastic/Laminate, Replace	20	11	9	12	EA	$1,004.67	$12,056										$12,056													**$12,056**
Grant Rea Park (24.94 Acres)	Rec Center	C3012	1826462	Interior Wall Finish, any surface, Prep & Paint	10	4	6	4900	SF	$2.01	$9,846							$9,846										$9,846						**$19,692**
Grant Rea Park (24.94 Acres)	Rec Center	C3012	1826600	Interior Wall Finish, Ceramic Tile, Replace	40	20	20	150	SF	$24.11	$3,617																					$3,617		**$3,617**
Grant Rea Park (24.94 Acres)	Rec Center	C3024	1826455	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	14	1	600	SF	$6.70	$4,019		$4,019															$4,019						**$8,037**
Grant Rea Park (24.94 Acres)	Rec Center	C3031	1826364	Interior Ceiling Finish, any flat surface, Prep & Paint	10	4	6	2900	SF	$2.68	$7,769							$7,769										$7,769						**$15,539**
Grant Rea Park (24.94 Acres)	Rec Center	D2011	1826491	Toilet, GPF, Replace	30	11	19	12	EA	$1,741.43	$20,897																				$20,897			**$20,897**
Grant Rea Park (24.94 Acres)	Rec Center	D2012	1826373	Urinal, GPF, Replace	30	11	19	3	EA	$1,473.52	$4,421																				$4,421			**$4,421**
Grant Rea Park (24.94 Acres)	Rec Center	D2014	1826611	Sink/Lavatory, Wall-Hung, Enameled Steel, Replace	30	11	19	7	EA	$2,277.25	$15,941																				$15,941			**$15,941**
Grant Rea Park (24.94 Acres)	Rec Center	D2018	1826487	Drinking Fountain, Outside/Site Style, Replace	15	5	10	2	EA	$4,822.42	$9,645											$9,645												**$9,645**
Grant Rea Park (24.94 Acres)	Rec Center	D2029	1833302	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	2900	SF	$6.70	$19,424																					$19,424		**$19,424**
Grant Rea Park (24.94 Acres)	Rec Center	D3031	1826444	Evaporative Cooler, 3000 CFM, Replace	15	7	8	1	EA	$2,813.08	$2,813									$2,813														**$2,813**
Grant Rea Park (24.94 Acres)	Rec Center	D3042	1826380	Exhaust Fan, Roof mounted, Replace	20	7	13	1	EA	$1,875.38	$1,875														$1,875									**$1,875**
Grant Rea Park (24.94 Acres)	Rec Center	D5019	1833301	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	20	20	2900	SF	$3.35	$9,712																					$9,712		**$9,712**
Grant Rea Park (24.94 Acres)	Rec Center	D5022	1826561	Light Fixture, 100 WATT, Replace	20	5	15	4	EA	$233.65	$935																$935							**$935**
Grant Rea Park (24.94 Acres)	Rec Center	D5029	1826398	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	5	15	2900	SF	$8.04	$23,308																$23,308							**$23,308**
Grant Rea Park (24.94 Acres)	Rec Center	D5037	1826997	Fire Alarm System, Basic/Zoned, Install	20	16	4	2900	SF	$2.68	$7,769					$7,769																		**$7,769**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	B2011	1826608	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	650	SF	$4.02	$2,612								$2,612										$2,612					**$5,224**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	B3011	1826468	Roof, Metal, Replace	40	20	20	650	SF	$17.41	$11,319																					$11,319		**$11,319**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	C3012	1826586	Interior Wall Finish, Ceramic Tile, Replace	40	20	20	400	SF	$24.11	$9,645																					$9,645		**$9,645**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	C3021	1826613	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	8	2	300	SF	$1.84	$553			$553										$553										**$1,107**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	C3031	1826365	Interior Ceiling Finish, any flat surface, Prep & Paint	10	4	6	300	SF	$2.46	$738							$738										$738						**$1,476**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2011	1826503	Toilet, GPF, Replace	30	11	19	1	EA	$1,741.43	$1,741																				$1,741			**$1,741**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2011	1826367	Toilet, GPF, Replace	30	11	19	1	EA	$1,741.43	$1,741																				$1,741			**$1,741**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2011	1826441	Toilet, GPF, Replace	30	11	19	1	EA	$1,741.43	$1,741																				$1,741			**$1,741**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2011	1826375	Toilet, GPF, Replace	30	11	19	1	EA	$1,741.43	$1,741																				$1,741			**$1,741**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2012	1826584	Urinal, GPF, Replace	30	11	19	1	EA	$1,473.52	$1,474																				$1,474			**$1,474**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2012	1826401	Urinal, GPF, Replace	30	11	19	1	EA	$1,473.52	$1,474																				$1,474			**$1,474**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2014	1826449	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	11	19	1	EA	$2,009.34	$2,009																				$2,009			**$2,009**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2014	1826596	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	11	19	1	EA	$2,009.34	$2,009																				$2,009			**$2,009**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2014	1826445	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	11	19	1	EA	$2,009.34	$2,009																				$2,009			**$2,009**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2014	1826506	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	11	19	1	EA	$2,009.34	$2,009																				$2,009			**$2,009**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D2029	1833304	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	530	SF	$6.70	$3,550																					$3,550		**$3,550**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D5019	1833303	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	20	20	530	SF	$3.35	$1,775																					$1,775		**$1,775**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D5022	1826394	Light Fixture, 100 WATT, Replace	20	11	9	1	EA	$233.65	$234										$234													**$234**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D5022	1826576	Light Fixture, 100 WATT, Replace	20	11	9	1	EA	$233.65	$234										$234													**$234**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, North	D5022	1826472	Light Fixture, 100 WATT, Replace	20	11	9	1	EA	$233.65	$234										$234													**$234**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	B2011	1826641	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	6	4	2400	SF	$4.02	$9,645					$9,645										$9,645								**$19,290**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	B2021	1826383	Window, 12 SF, Replace	30	18	12	10	EA	$870.71	$8,707													$8,707										**$8,707**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	B2032	1826450	Exterior Door, Steel, Replace	40	20	20	6	EA	$803.74	$4,822																					$4,822		**$4,822**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	B2039	1826594	Pedestrian Gate, Wrought Iron, Replace	25	10	15	2	EA	$1,071.65	$2,143																$2,143							**$2,143**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	B3011	1826493	Roof, Asphalt Shingle 20-Year, Replace	20	15	5	2300	SF	$5.09	$11,708						$11,708																	**$11,708**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	B3011	1826883	Roof, Modified Bituminous, Replace	20	15	5	350	SF	$13.40	$4,688						$4,688																	**$4,688**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	C1031	1826609	Toilet Partitions, Plastic/Laminate, Replace	20	11	9	5	EA	$1,004.67	$5,023										$5,023													**$5,023**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	C3012	1826421	Interior Wall Finish, any surface, Prep & Paint	10	4	6	4000	SF	$2.01	$8,037							$8,037										$8,037						**$16,075**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	C3031	1826610	Interior Ceiling Finish, any flat surface, Prep & Paint	10	4	6	1850	SF	$2.68	$4,956							$4,956										$4,956						**$9,913**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D2011	1826460	Toilet, GPF, Replace	30	11	19	5	EA	$1,741.43	$8,707																				$8,707			**$8,707**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D2012	1826537	Urinal, GPF, Replace	30	11	19	2	EA	$1,473.52	$2,947																				$2,947			**$2,947**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D2014	1826534	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	11	19	2	EA	$1,607.47	$3,215																				$3,215			**$3,215**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D2029	1833306	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	1700	SF	$6.70	$11,386																					$11,386	**$11,386**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D5019	1833305	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	20	20	1700	SF	$3.35	$5,693																					$5,693	**$5,693**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D5029	1826382	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	11	9	1700	SF	$8.04	$13,664										$13,664												**$13,664**
Grant Rea Park (24.94 Acres)	Restroom - Field 1, South	D5037	1827011	Fire Alarm System, Basic/Zoned, Install	20	16	4	1700	SF	$2.68	$4,555					$4,555																	**$4,555**
Grant Rea Park (24.94 Acres)	Restroom - Playground	C3012	1826614	Interior Wall Finish, any surface, Prep & Paint	10	6	4	350	SF	$1.84	$646					$646										$646							**$1,291**
Grant Rea Park (24.94 Acres)	Restroom - Playground	C3031	1826374	Interior Ceiling Finish, any flat surface, Prep & Paint	10	4	6	200	SF	$2.46	$492							$492										$492					**$984**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2011	1826533	Toilet, GPF, Replace	30	11	19	1	EA	$1,741.43	$1,741																				$1,741		**$1,741**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2011	1826434	Toilet, GPF, Replace	30	11	19	1	EA	$1,741.43	$1,741																				$1,741		**$1,741**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2014	1826499	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	11	19	1	EA	$1,607.47	$1,607																				$1,607		**$1,607**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2014	1826426	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	11	19	1	EA	$1,607.47	$1,607																				$1,607		**$1,607**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2023	1826521	Domestic Circulation/Booster Pump, 3 HP, Replace	15	5	10	1	EA	$6,831.76	$6,832											$6,832											**$6,832**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2023	1826469	Domestic Circulation/Booster Pump, 3 HP, Replace	15	5	10	1	EA	$6,831.76	$6,832											$6,832											**$6,832**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D2029	1833308	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	320	SF	$6.70	$2,143																					$2,143	**$2,143**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D3022	1826549	Chemical Feed System, , Replace	15	6	9	1	EA	$15,672.85	$15,673										$15,673												**$15,673**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D5019	1833307	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	20	20	320	SF	$3.07	$984																					$984	**$984**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D5022	1826399	Light Fixture, 100 WATT, Replace	20	5	15	1	EA	$233.65	$234																$234						**$234**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D5022	1826489	Light Fixture, 100 WATT, Replace	20	5	15	1	EA	$233.65	$234																$234						**$234**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D5022	1826457	Light Fixture, 100 WATT, Replace	20	5	15	1	EA	$233.65	$234																$234						**$234**
Grant Rea Park (24.94 Acres)	Restroom - Playground	D5022	1826605	Light Fixture, 100 WATT, Replace	20	5	15	1	EA	$233.65	$234																$234						**$234**
Grant Rea Park (24.94 Acres)	Restroom - Playground	G2045	1826442	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,875.38	$1,875																$1,875						**$1,875**
Grant Rea Park (24.94 Acres)	Site	B3011	1826514	Roof, Dugout, Metal, Replace	40	20	20	160	SF	$17.41	$2,786																					$2,786	**$2,786**
Grant Rea Park (24.94 Acres)	Site	B3011	1826507	Roof, Dugout, Metal, Replace	40	20	20	160	SF	$17.41	$2,786																					$2,786	**$2,786**
Grant Rea Park (24.94 Acres)	Site	B3011	1826403	Roof, Dugout, Metal, Replace	40	20	20	160	SF	$17.41	$2,786																					$2,786	**$2,786**
Grant Rea Park (24.94 Acres)	Site	B3011	1826362	Roof, Dugout, Metal, Replace	40	20	20	160	SF	$17.41	$2,786																					$2,786	**$2,786**
Grant Rea Park (24.94 Acres)	Site	B3011	1826482	Roof, Dugout, Metal, Replace	40	20	20	160	SF	$17.41	$2,786																					$2,786	**$2,786**
Grant Rea Park (24.94 Acres)	Site	B3011	1826625	Roof, Dugout, Metal, Replace	40	20	20	160	SF	$17.41	$2,786																					$2,786	**$2,786**
Grant Rea Park (24.94 Acres)	Site	D2014	1826488	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	11	19	1	EA	$1,607.47	$1,607																				$1,607		**$1,607**
Grant Rea Park (24.94 Acres)	Site	D2014	1826530	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	11	19	1	EA	$1,607.47	$1,607																				$1,607		**$1,607**
Grant Rea Park (24.94 Acres)	Site	D2018	1826539	Drinking Fountain, Outside/Site Style, Replace	15	14	1	1	EA	$4,822.42	$4,822		$4,822															$4,822					**$9,645**
Grant Rea Park (24.94 Acres)	Site	D2018	1826433	Drinking Fountain, Outside/Site Style, Replace	15	11	4	1	EA	$4,822.42	$4,822					$4,822															$4,822		**$9,645**
Grant Rea Park (24.94 Acres)	Site	D2018	1826411	Drinking Fountain, Outside/Site Style, Replace	15	11	4	1	EA	$4,822.42	$4,822					$4,822															$4,822		**$9,645**
Grant Rea Park (24.94 Acres)	Site	D2018	1826389	Drinking Fountain, Outside/Site Style, Replace	15	11	4	1	EA	$4,822.42	$4,822					$4,822															$4,822		**$9,645**
Grant Rea Park (24.94 Acres)	Site	D2018	1826554	Drinking Fountain, Outside/Site Style, Replace	15	11	4	1	EA	$4,822.42	$4,822					$4,822															$4,822		**$9,645**
Grant Rea Park (24.94 Acres)	Site	D2021	1826483	Backflow Preventer, 1 INCH, Replace	30	13	17	1	EA	$1,875.38	$1,875																		$1,875				**$1,875**
Grant Rea Park (24.94 Acres)	Site	D2021	1826516	Backflow Preventer, 1 INCH, Replace	30	13	17	1	EA	$1,875.38	$1,875																		$1,875				**$1,875**
Grant Rea Park (24.94 Acres)	Site	D2021	1826569	Backflow Preventer, 1 INCH, Replace	30	13	17	1	EA	$1,875.38	$1,875																		$1,875				**$1,875**
Grant Rea Park (24.94 Acres)	Site	D2021	1826575	Backflow Preventer, 1 INCH, Replace	30	13	17	1	EA	$1,875.38	$1,875																		$1,875				**$1,875**
Grant Rea Park (24.94 Acres)	Site	D5012	1826384	Secondary Transformer, 25 kVA, Replace	30	10	20	1	EA	$8,975.05	$8,975																					$8,975	**$8,975**
Grant Rea Park (24.94 Acres)	Site	E1099	1826647	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826630	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826497	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826379	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826465	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826422	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826480	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826402	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826436	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826635	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826477	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826413	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826385	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826632	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826415	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826376	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	E1099	1826360	Bleachers, Fixed Aluminum Benches, 15 to 30 Tiers, Replace (per Seat)	20	11	9	1	EA	$184.46	$184										$184												**$184**
Grant Rea Park (24.94 Acres)	Site	G2022	1826448	Parking Lots, Asphalt Pavement, Mill & Overlay	25	25	0	76900	SF	$4.69	$360,543	$360,543																				**$360,543**
Grant Rea Park (24.94 Acres)	Site	G2022	1826621	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	76900	SF	$0.60	$46,355		$46,355					$46,355					$46,355					$46,355					**$185,422**
Grant Rea Park (24.94 Acres)	Site	G2041	1826381	Fences & Gates, Chain Link, 6' High, Replace	40	20	20	600	LF	$28.13	$16,878																					$16,878	**$16,878**
Grant Rea Park (24.94 Acres)	Site	G2041	1826767	Fences & Gates, Chain Link, 6' High, Replace	40	20	20	1100	LF	$28.13	$30,944																					$30,944	**$30,944**
Grant Rea Park (24.94 Acres)	Site	G2041	1826404	Fences & Gates, Chain Link, 6' High, Replace	40	20	20	1100	LF	$28.13	$30,944																					$30,944	**$30,944**
Grant Rea Park (24.94 Acres)	Site	G2041	1826558	Fences & Gates, Chain Link, 6' High, Replace	40	20	20	1100	LF	$28.13	$30,944																					$30,944	**$30,944**
Grant Rea Park (24.94 Acres)	Site	G2041	1826512	Fences & Gates, Chain Link, 6' High, Replace	40	20	20	800	LF	$28.13	$22,505																					$22,505	**$22,505**
Grant Rea Park (24.94 Acres)	Site	G2045	1826531	Site Furnishings - Metal Trash Receptacles, Replace	15	15	0	1	EA	$687.44	$687	$687															$687						**$1,375**

Facility	Building	Uniformat CodeID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Grant Rea Park (24.94 Acres)	Site	G2045	1826475 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	14	6	1	EA	$737.86	$738							$738																	**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826510 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	14	6	1	EA	$737.86	$738							$738																	**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826547 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	14	6	1	EA	$737.86	$738							$738																	**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826471 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	14	6	1	EA	$737.86	$738							$738																	**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826417 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	14	6	1	EA	$737.86	$738							$738																	**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826359 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	14	6	1	EA	$737.86	$738							$738																	**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826458 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826623 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826478 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826520 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826550 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826513 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826368 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826571 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826565 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826395 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826540 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826529 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826567 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826637 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826590 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826627 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826555 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826425 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826515 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826528 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826486 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826577 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826474 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826481 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826559 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826496 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826541 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826524 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826461 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826440 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826599 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826572 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826598 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826377 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826570 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826431 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826640 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826557 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826546 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826363 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826502 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826476 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826553 Park Grill (Barbeque), Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117																**$1,117**
Grant Rea Park (24.94 Acres)	Site	G2045	1826650 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826648 Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$687.44	$687								$687																**$687**
Grant Rea Park (24.94 Acres)	Site	G2045	1826581 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826552 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826424 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826634 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826407 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826511 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826624 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826492 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826646 Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	8	12	1	EA	$737.86	$738													$738											**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826631 Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607									**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826392 Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607									**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826361 Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607									**$1,607**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Grant Rea Park (24.94 Acres)	Site	G2045	1826358	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826519	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826396	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826616	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826604	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826428	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826387	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826560	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826578	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826467	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826643	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826652	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826543	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826500	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826439	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826416	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826536	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826498	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826535	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826504	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826369	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826420	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826622	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826619	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826629	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826626	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826393	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826423	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826505	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826466	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826408	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826454	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826587	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826459	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826452	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826371	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826490	Site Furnishings, Picnic Table, Precast Concrete, Replace	25	11	14	1	EA	$1,607.47	$1,607															$1,607							**$1,607**
Grant Rea Park (24.94 Acres)	Site	G2045	1826542	Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	5	15	1	EA	$737.86	$738																$738							**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826628	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,875.38	$1,875																$1,875							**$1,875**
Grant Rea Park (24.94 Acres)	Site	G2045	1826508	Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	5	15	1	EA	$737.86	$738																$738							**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826591	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,875.38	$1,875																$1,875							**$1,875**
Grant Rea Park (24.94 Acres)	Site	G2045	1826645	Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	5	15	1	EA	$737.86	$738																$738							**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826378	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,875.38	$1,875																$1,875							**$1,875**
Grant Rea Park (24.94 Acres)	Site	G2045	1826494	Site Furnishings, Park Bench, Wood/Composite/Fiberglass, Replace	20	5	15	1	EA	$737.86	$738																$738							**$738**
Grant Rea Park (24.94 Acres)	Site	G2045	1826484	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,875.38	$1,875																$1,875							**$1,875**
Grant Rea Park (24.94 Acres)	Site	G2045	1826636	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,875.38	$1,875																$1,875							**$1,875**
Grant Rea Park (24.94 Acres)	Site	G2047	1826606	Sports Apparatus, Pitching Machine, Replace	15	8	7	1	EA	$3,348.90	$3,349								$3,349														**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826563	Sports Apparatus, Pitching Machine, Replace	15	8	7	1	EA	$3,348.90	$3,349								$3,349														**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826473	Sports Apparatus, Pitching Machine, Replace	15	8	7	1	EA	$3,348.90	$3,349								$3,349														**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826564	Sports Apparatus, Pitching Machine, Replace	15	8	7	1	EA	$3,348.90	$3,349								$3,349														**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826370	Sports Apparatus, Pitching Machine, Replace	15	8	7	1	EA	$3,348.90	$3,349								$3,349														**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826430	Sports Apparatus, Pitching Machine, Replace	15	8	7	1	EA	$3,348.90	$3,349								$3,349														**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826443	Sports Apparatus, Bleachers, Steel Frame w/ Aluminum Seats, Replace (per Seat)	25	18	7	40	EA	$200.93	$8,037								$8,037														**$8,037**
Grant Rea Park (24.94 Acres)	Site	G2047	1826615	Play Structure, Very Small, Replace	20	6	14	1	EA	$8,037.36	$8,037															$8,037							**$8,037**
Grant Rea Park (24.94 Acres)	Site	G2047	1826532	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	6	14	2400	SF	$1.20	$2,877															$2,877							**$2,877**
Grant Rea Park (24.94 Acres)	Site	G2047	1826419	Play Structure, Small, Replace	20	6	14	1	EA	$13,395.60	$13,396															$13,396							**$13,396**
Grant Rea Park (24.94 Acres)	Site	G2047	1826456	Sports Apparatus, Scoreboard, Electronic Very Robust, Replace	25	11	14	1	EA	$26,791.20	$26,791															$26,791							**$26,791**
Grant Rea Park (24.94 Acres)	Site	G2047	1826470	Play Structure, Large, Replace	20	6	14	1	EA	$46,884.60	$46,885															$46,885							**$46,885**
Grant Rea Park (24.94 Acres)	Site	G2047	1826607	Sports Apparatus, Scoreboard, Electronic Very Robust, Replace	25	11	14	1	EA	$26,791.20	$26,791															$26,791							**$26,791**
Grant Rea Park (24.94 Acres)	Site	G2047	1826447	Sports Apparatus, Scoreboard, Electronic Very Robust, Replace	25	11	14	1	EA	$26,791.20	$26,791															$26,791							**$26,791**
Grant Rea Park (24.94 Acres)	Site	G2047	1826651	Play Structure, Small, Replace	20	6	14	1	EA	$13,395.60	$13,396															$13,396							**$13,396**
Grant Rea Park (24.94 Acres)	Site	G2047	1826566	Play Structure, Very Small, Replace	20	6	14	1	EA	$8,037.36	$8,037															$8,037							**$8,037**
Grant Rea Park (24.94 Acres)	Site	G2047	1826509	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	6	14	1300	SF	$1.20	$1,559															$1,559							**$1,559**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	Age	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Grant Rea Park (24.94 Acres)	Site	G2047	1826517	Play Structure, Swing Set only, 4 Seats, Replace	20	6	14	1	EA	$3,348.90	$3,349															$3,349							**$3,349**
Grant Rea Park (24.94 Acres)	Site	G2047	1826649	Sports Apparatus, Scoreboard, Electronic Very Robust, Replace	25	11	14	1	EA	$26,791.20	$26,791															$26,791							**$26,791**
Grant Rea Park (24.94 Acres)	Site	G2047	1826518	Play Structure, Small, Replace	20	6	14	1	EA	$13,395.60	$13,396															$13,396							**$13,396**
Grant Rea Park (24.94 Acres)	Site	G2047	1826485	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	6	14	1400	SF	$1.20	$1,678															$1,678							**$1,678**
Grant Rea Park (24.94 Acres)	Site	G2049	1826418	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	25	10	500	SF	$160.75	$80,374											$80,374											**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826432	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	25	10	500	SF	$160.75	$80,374											$80,374											**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826390	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	25	10	500	SF	$160.75	$80,374											$80,374											**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826538	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	25	10	500	SF	$160.75	$80,374											$80,374											**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826579	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	20	15	100	SF	$160.75	$16,075																$16,075						**$16,075**
Grant Rea Park (24.94 Acres)	Site	G2049	1826400	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	15	20	500	SF	$160.75	$80,374																					$80,374	**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826523	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	15	20	500	SF	$160.75	$80,374																					$80,374	**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826588	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	15	20	500	SF	$160.75	$80,374																					$80,374	**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2049	1826603	Prefabricated/Ancillary Building or Structure, All Components, Replace	35	15	20	500	SF	$160.75	$80,374																					$80,374	**$80,374**
Grant Rea Park (24.94 Acres)	Site	G2057	1826583	Irrigation System, , Replace	25	10	15	700000	SF	$4.69	$3,281,922																$3,281,922						**$3,281,922**
Grant Rea Park (24.94 Acres)	Site	G4021	1826601	Site Pole Light, 105 - 200 WATT, Replace	20	12	8	1	EA	$5,626.15	$5,626									$5,626													**$5,626**
Grant Rea Park (24.94 Acres)	Site	G4021	1826386	Site Pole Light, 105 - 200 WATT, Replace	20	12	8	1	EA	$5,626.15	$5,626									$5,626													**$5,626**
Grant Rea Park (24.94 Acres)	Site	G4021	1826435	Site Pole Light, 105 - 200 WATT, Replace	20	12	8	1	EA	$5,626.15	$5,626									$5,626													**$5,626**
Grant Rea Park (24.94 Acres)	Site	G4021	1826495	Site Pole Light, 105 - 200 WATT, Replace	20	12	8	1	EA	$5,626.15	$5,626									$5,626													**$5,626**
Grant Rea Park (24.94 Acres)	Site	G4021	1826409	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826446	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826642	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826620	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826612	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826597	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826522	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826414	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826501	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826357	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826429	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826551	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826427	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826585	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826438	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826545	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826633	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826617	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826548	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826479	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826644	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826366	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826592	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826556	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826437	Site Pole Light, 135 - 1000 WATT, Replace	20	10	10	1	EA	$9,376.92	$9,377											$9,377											**$9,377**
Grant Rea Park (24.94 Acres)	Site	G4021	1826405	Site Pole Light, 105 - 200 WATT, Replace	20	8	12	1	EA	$5,358.24	$5,358													$5,358										**$5,358**
Grant Rea Park (24.94 Acres)	Site	G4021	1826562	Site Pole Light, 105 - 200 WATT, Replace	20	8	12	1	EA	$5,358.24	$5,358													$5,358										**$5,358**
Grant Rea Park (24.94 Acres)	Site	G4021	1826391	Site Pole Light, 105 - 200 WATT, Replace	20	8	12	1	EA	$5,358.24	$5,358													$5,358										**$5,358**
Grant Rea Park (24.94 Acres)	Site	Z105X	1833295	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																						**$10,047**
Totals, Unescalated												**$371,277**	**$55,197**	**$553**	**$0**	**$41,904**	**$36,195**	**$82,621**	**$71,943**	**$25,318**	**$50,253**	**$585,522**	**$46,355**	**$49,792**	**$1,875**	**$294,364**	**$3,340,209**	**$87,035**	**$19,089**	**$0**	**$103,280**	**$579,044**	**$5,841,825**
Totals, Escalated (3.0% inflation, compounded annually)												**$371,277**	**$56,852**	**$587**	**$0**	**$47,163**	**$41,960**	**$98,654**	**$88,481**	**$32,072**	**$65,568**	**$786,892**	**$64,167**	**$70,992**	**$2,754**	**$445,251**	**$5,203,936**	**$139,666**	**$31,551**	**$0**	**$181,102**	**$1,045,818**	**$8,774,744**

Appendix G:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1826483	D2021	**Backflow Preventer**	1 INCH	Grant Rea Park (24.94 Acres) / Site	Petting Zoo	Zurn Wilkins	Inaccessible	Inaccessible			
2	1826516	D2021	**Backflow Preventer**	1 INCH	Grant Rea Park (24.94 Acres) / Site	Site	Wilkins Zurn	Inaccessible	Inaccessible			
3	1826569	D2021	**Backflow Preventer**	1 INCH	Grant Rea Park (24.94 Acres) / Site	Site	Wilkins Zurn	Inaccessible	Inaccessible			
4	1826575	D2021	**Backflow Preventer**	1 INCH	Grant Rea Park (24.94 Acres) / Site	Site	Wilkins Zurn	Inaccessible	No tag/plate found			
5	1826521	D2023	**Domestic Circulation/Booster Pump** [CK-2-4]	3 HP	Grant Rea Park (24.94 Acres) / Restroom - Playground	Electrical room	Pentair	011516	0326117150318Q	2015		
6	1826469	D2023	**Domestic Circulation/Booster Pump** [CK-8-10]	3 HP	Grant Rea Park (24.94 Acres) / Restroom - Playground	Electrical room	Pentair	011516	0326008150146L	2015		

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1826549	D3022	**Chemical Feed System**		Grant Rea Park (24.94 Acres) / Restroom - Playground	Sand filter room	Pentair	140315	0116345140023J	2014		
2	1826444	D3031	**Evaporative Cooler**	Inaccessible	Grant Rea Park (24.94 Acres) / Rec Center	Roof	Inaccessible	Inaccessible	Inaccessible			
3	1826380	D3042	**Exhaust Fan**	No tag/plate found	Grant Rea Park (24.94 Acres) / Rec Center	Roof						

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1826589	D5012	**Building/Main Switchboard** [MS1]	400 AMP	Grant Rea Park (24.94 Acres) / Site	Electrical yard	RSE Sierra	No tag/plate found	26151-1	2007		
2	1826526	D5012	**Building/Main Switchboard** [MS2]	300 AMP	Grant Rea Park (24.94 Acres) / Site	Electrical yard	RSE Sierra	No tag/plate found	26151-1	2007		
3	1826582	D5012	**Main Distribution Panel** [KA1]	125 AMP	Grant Rea Park (24.94 Acres) / Restroom - Field 1, South	Utility closet	GE	AQF1301YBX	AXS5	2015		
4	1826544	D5012	**Main Distribution Panel** [NEMA 1]	100 AMP	Grant Rea Park (24.94 Acres) / Restroom - Playground	Electrical room	Eaton	EZB2036	SLA0603444	2015		
5	1833310	D5012	**Main Distribution Panel**	125 AMP	Grant Rea Park (24.94 Acres) / Rec Center	Utility closet	No tag/plate found	No tag/plate found	No tag/plate found			
6	1833309	D5012	**Main Distribution Panel**	125 AMP	Grant Rea Park (24.94 Acres) / Restroom - Field 1, North	Utility closet	No tag/plate found	No tag/plate found	No tag/plate found			
7	1833311	D5012	**Main Distribution Panel**	125 AMP	Grant Rea Park (24.94 Acres) / Concessions Stand	Utility closet	No tag/plate found	No tag/plate found	No tag/plate found			
8	1826573	D5012	**Secondary Transformer**	15 kVA	Grant Rea Park (24.94 Acres) / Concessions Stand	Irrigation room	Sierra	15SH24BB	14644-2			
9	1826384	D5012	**Secondary Transformer**	25 kVA	Grant Rea Park (24.94 Acres) / Site	Electrical yard	MGM Transformer Company	HS25C3B2SH	25SS-0607-2-10	2010		
10	1826602	D5012	**Secondary Transformer**	30 kVA	Grant Rea Park (24.94 Acres) / Restroom - Playground	Electrical room	GE	9T83B3872	1M0359401	2015		
11	1826399	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Playground	Building exterior				2015		
12	1826489	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Playground	Restrooms						
13	1826457	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Playground	Building exterior				2015		
14	1826394	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Field 1, North	Restroom 2						
15	1826605	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Playground	Restrooms						
16	1826576	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Field 1, North	Restroom 2						
17	1826472	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Restroom - Field 1, North	Restrooms				2009		
18	1826561	D5022	**Light Fixture**	100 WATT	Grant Rea Park (24.94 Acres) / Rec Center	Building exterior						4

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1826647	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 4				2009		
2	1826630	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 1				2009		
3	1826497	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 2				2009		
4	1826379	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 1				2009		
5	1826465	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 2				2009		
6	1826422	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 4				2009		
7	1826480	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 4				2009		
8	1826402	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 3				2009		
9	1826436	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 3				2009		
10	1826635	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 4				2009		
11	1826477	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 1				2009		
12	1826413	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 2				2009		
13	1826385	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 1				2009		
14	1826632	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 1				2009		
15	1826415	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 4				2009		
16	1826376	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 3				2009		
17	1826360	E1099	**Bleachers**		Grant Rea Park (24.94 Acres) / Site	Field 3				2009		

G40 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1826601	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Batting Cages						
2	1826405	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Playground						
3	1826562	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Site						
4	1826386	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Batting Cages						
5	1826391	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Parking lot						
6	1826435	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Batting Cages						
7	1826495	G4021	**Site Pole Light**	105 - 200 WATT	Grant Rea Park (24.94 Acres) / Site	Batting Cages						
8	1826409	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1						
9	1826446	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 5						
10	1826642	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1						
11	1826620	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1						
12	1826612	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3						
13	1826522	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1						
14	1826414	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3						
15	1826357	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3						
16	1826551	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 2						
17	1826427	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3						
18	1826585	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1						
19	1826438	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1						

20	1826545	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 2
21	1826617	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3
22	1826548	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 4
23	1826479	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3
24	1826644	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 2
25	1826592	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 2
26	1826556	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1
27	1826597	G4021	**Site Pole Light** [A1]	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3
28	1826633	G4021	**Site Pole Light** [A4]	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 2
29	1826501	G4021	**Site Pole Light** [A7]	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3
30	1826437	G4021	**Site Pole Light**	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 4
31	1826366	G4021	**Site Pole Light** [B5]	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 1
32	1826429	G4021	**Site Pole Light** [B7]	135 - 1000 WATT	Grant Rea Park (24.94 Acres) / Site	Field 3

SECTION IV-C
Reggie Rodriguez Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Reggie Rodriguez Park
200 West Mines Avenue
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-003.354

DATE OF REPORT:
May 12, 2020

ON SITE DATE:
April 17, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	200 West Mines Avenue, Montebello, California 90640
Site Developed	1960's
Site Area	7.6 acres
Parking Spaces	30 total spaces in an open lot; 1 of which is accessible
Building Area	6,800 SF, Community Center Building 750 SF, Restroom Building
Number of Stories	2- Community Center Building 1- Restroom Building
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 17, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Steve Zaragoza
Assessment and Report Prepared By	Mouaz Alrayes
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Reggie Rodriguez Park was originally constructed in the 1960's. The Restroom Building is original, and the Community Center Building was added in 2001.

Architectural

The Restroom Building is constructed of concrete masonry units on a concrete slab floor with a heavy timber framed roof. It has not been renovated in the recent years. The interiors were not accessible. The metal security doors were welded closed because there was recent vandalism and to keep people away due to the Corona (Covid-19) virus shut-down.

The Community Center Building consist of wood frame construction on concrete slab with integral footings. The majority of the interior and exterior building components appears to be original to the 2001 construction. The exterior enclosures consist of painted stucco, aluminum windows and steel entry doors with steel service sliding and roll-up doors. The roof membrane is flat modified bitumen membrane; the roof was observed but not accessible due to the lack of a tall ladder.

In general, the structures appear to be sound, with no significant areas of settlement or structural-related deficiencies observed.

Mechanical, Electrical, Plumbing and Fire (MEPF)

Heating and cooling are not provided for the Restroom Building. The plumbing piping system is original and will need replacement during the assessment period. Hot water is not provided. Plumbing fixtures could not be observed.

The Restroom Building's electrical system and lighting fixtures are reaching the end of their lifecycle and need replacement. The building is not provided with a fire alarm system or fire suppression system.

Heating and cooling at the Community Center Building is provided by rooftop package units. The package units could not be directly observed as the rooftop was inaccessible due to lack of a proper ladder. Cooling for the electrical/elevator room is provided by a ductless split system unit.

The Community Center Building's electrical system and light fixtures are mostly original to the 2000-2001 construction as evidenced by manufacture dates on the main electrical switchboard, a few LED light fixtures were recently added at limited locations on the ground floor.

Plumbing systems at the Community Center Building generally consist of copper supply piping and cast-iron waste pipe with a gas water heater providing hot water to the restrooms.

The fire alarm and suppression systems appear to be in fair condition. Typical lifecycle replacements and ongoing maintenance will be required. One elevator provides access to the Community Center Building's second floor.

Site

In general, the site has been well maintained. The site contains moderate landscaping, which is served by in-ground irrigation systems. There is one playground on site, and it is in fair condition. The concrete sidewalk is in fair overall condition with the exception of an area between the Restroom Building and the Community Center Building which require some repairs. The asphalt paved parking areas and drive aisles are in fair to poor condition and require sealing and striping. The site lighting is aged, and it is recommended that the system be upgraded to LED fixtures to improve energy efficiency.

Recommended Additional Studies

The parking lot does not have the required accessible stalls and the picnic shelter, the playground, and picnic tables throughout the park are not fully accessible. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Park Amenities Observed

Amenity Type			Qty /~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	30	Parking Lot		X		
		Accessible Parking	1	Parking Lot		X		
		Asphalt	12,500 SF	Parking Lot		X		Require sealing and striping
G2030	**Walks**							
		Concrete	14800 SF					
G4020	**Lighting**							
		Light Pole	6	Basketball Court		X		Outdated
		Pathway (8'-12')	5	Pathway		X		Outdated
		Area (>12')	6	Softball Field		X		Outdated
G2050	**Landscape**							
		Grass (Turf)	250,000 SF	Throughout		X		
		Shrubs		Throughout		X		
		Trees		Throughout		X		
G2057	**Irrigation**							
		Sprinkler system		Throughout		X		
G2045	**Site Furnishings**							
		Benches, Picnic	20	Throughout		X		
		Bleachers	3	Softball Field		X		
		Benches, Seating	6	Softball Field Dugouts		X		
		Benches, Seating	2	Playground		X		
		Drinking Fountain	1	Softball Field		X		
		Receptacle, Trash	13	Throughout		X		
		Receptacle, Other	1	Parking Lot		X		
G2046	**Fountains, Pools, & Watercourses**							
		No Water Facilities Present						
G2047	**Playing Fields**							
		Softball Filed	1	Site		X		

Amenity Type			Qty /~Area	Description	Condition			Comments
					Good	Fair	Poor	
G2049	**Miscellaneous Structures**							
		Picnic Shelter, Small	1	Site		X		
		Restroom	1	Men and Women		X		Inaccessible
G2050	**Miscellaneous Recreation**							
		Basketball Court (Practice)	1	Site		X		
		Playground Equipment, Medium	1	Site		X		

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

FCI Analysis | Reggie Rodriguez Park (7.6 acres)

Replacement Value	*Total SF*	*Cost/SF*
$ 4,634,800	*331,056*	*$ 14*

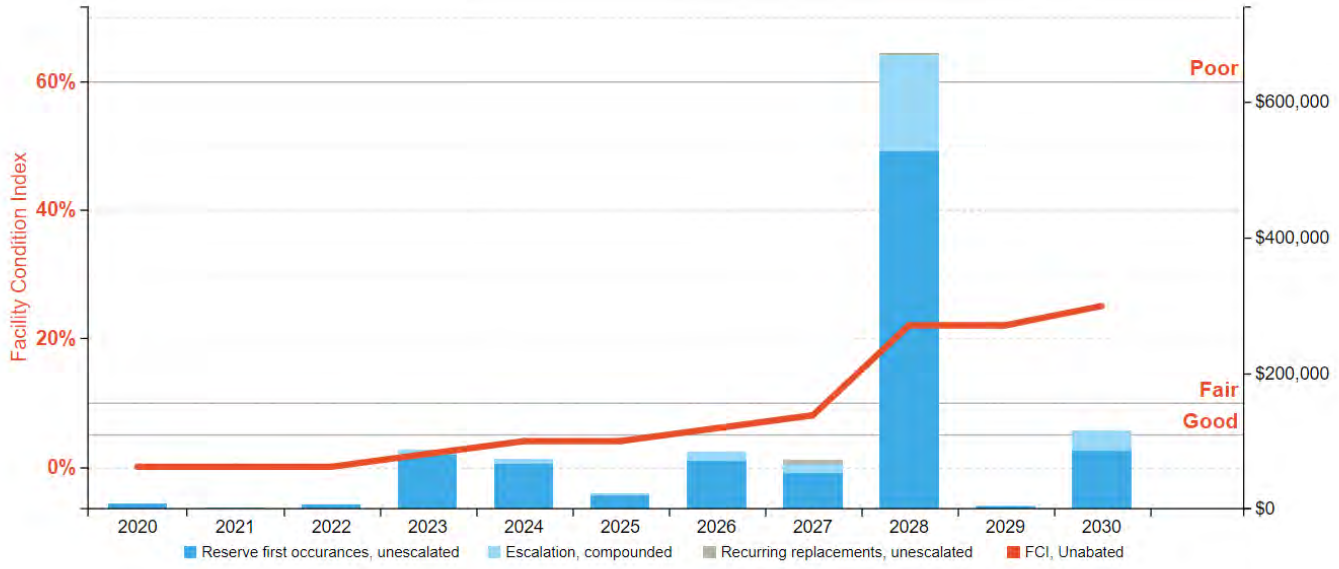
Current FCI	$ 8,300	**0.2 %**
3-Year	$ 104,600	2.3 %
5-Year	$ 201,200	4.3 %
10-Year	$ 1,137,600	24.5 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Reggie Rodriguez Park (7.6 acres)

Replacement Value: $ 4,634,784; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Reggie Rodriguez Park (7.6 acres)	1	$8,235
Total	**1**	**$8,235**

Reggie Rodriguez Park (7.6 acres)

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1821225	Reggie Rodriguez Park (7.6 acres) / Site	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$8,235
Total (1 items)						**$8,235**

Key Findings



Exterior Door in Poor condition.

Metal Wire Mesh
Restroom Building Restroom Building-Women's Restroom

Uniformat Code: B2039
Recommendation: **Replace in 2021**

Priority Score: **88.0**

Plan Type: Performance/Integrity

Cost Estimate: $2,100

**$**$$$

The door is badly rusted and deteriorated. - AssetCALC ID: 1821168



Interior Ceiling Finish in Poor condition.

Hard Tile Ceiling w/ ACT
Community Center Building Recreation Center-2nd Floor Offices

Uniformat Code: C3032
Recommendation: **Replace in 2022**

Priority Score: **83.0**

Plan Type: Performance/Integrity

Cost Estimate: $200

**$**$$$

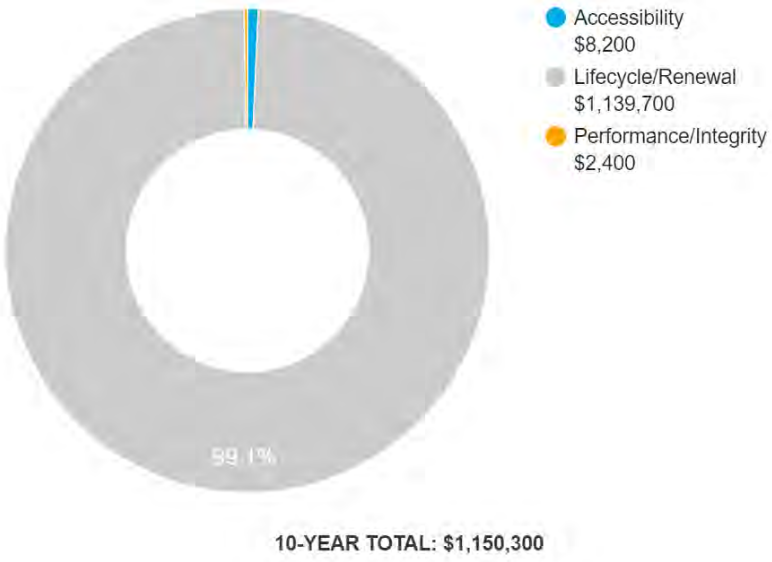
Some damaged ceiling tiles in the 2nd floor offices. - AssetCALC ID: 1821127

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety		An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity		Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility		Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental		Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation		Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal		Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

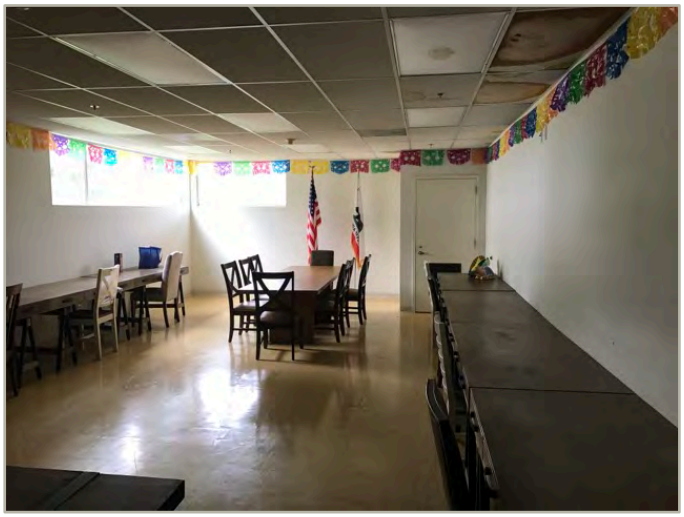
Plan Type Distribution (by Cost)



10-YEAR TOTAL: $1,150,300

2. Community Center Building





Community Center: Systems Summary		
Address	200 West Mines Avenue, Montebello, California 90640	
Constructed/Renovated	2001	
Building Size	6,800 SF	
Number of Stories	2	
System	*Description*	*Condition*
Structure	Conventional wood frame structure on concrete slab	Good
Façade	Stucco with aluminum windows	Fair
Roof	Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted gypsum board, vinyl Floors: VCT, Concrete Ceilings: Painted gypsum board, ACT	Fair
Elevators	Hydraulic: 1 car	Fair
Plumbing	Copper supply and cast iron waste & venting Gas water heater Toilets, urinals, and sinks in all restrooms	Fair
HVAC	Individual package units Supplemental components: ductless split-systems	Fair

Community Center: Systems Summary		
Fire Suppression	Wet-pipe sprinkler system; fire extinguishers	Fair
Electrical	Source & Distribution: Main switchboard with copper wiring Interior Lighting: T-8, LED, CFL Emergency: None	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	NA	

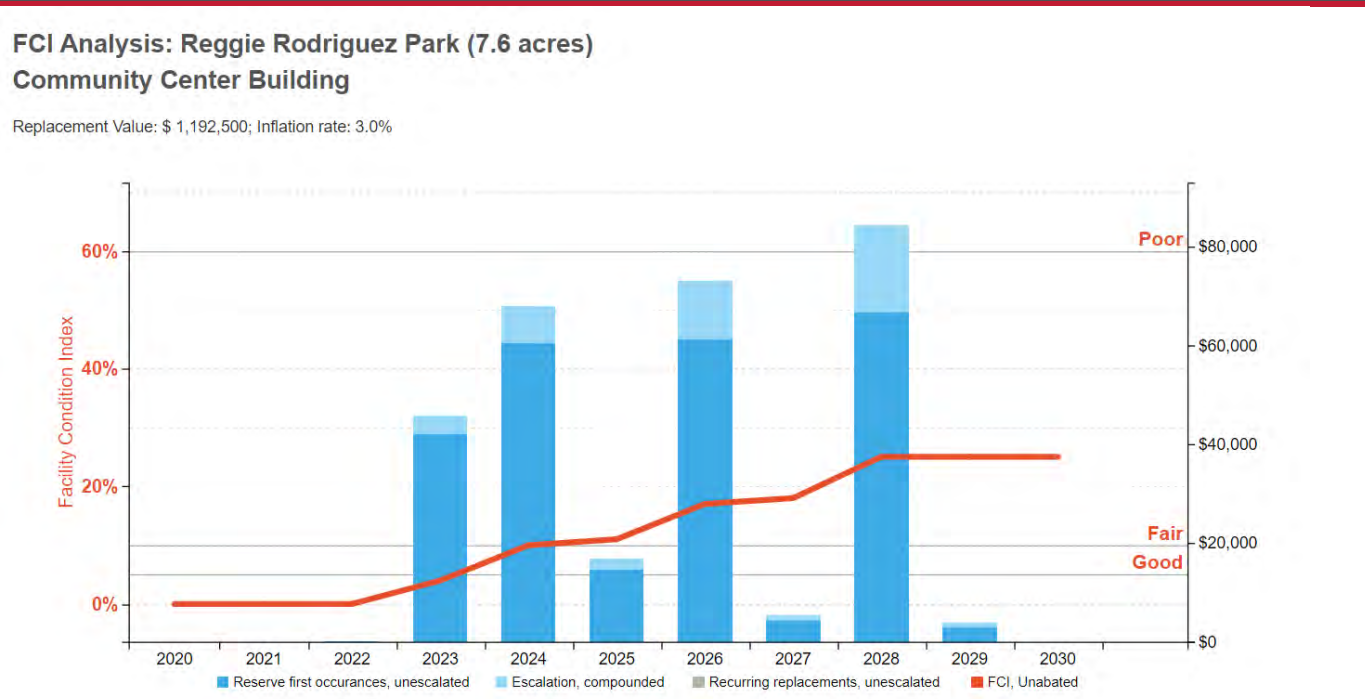
Community Center Building: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$31,000	-	-	$82,600	$113,500
Roofing	-	-	-	-	$57,000	$57,000
Interiors	-	$14,400	$900	$47,800	$26,400	$89,600
Elevators	-	-	-	$3,900	$88,900	$92,800
Plumbing	-	-	-	$4,000	$22,700	$26,700
Fire Suppression	-	-	-	$13,400	-	$13,400
HVAC	-	-	$16,900	$16,000	$4,600	$37,400
Electrical	-	$800	$67,200	-	-	$68,000
Fire Alarm & Comm	-	-	-	$81,900	-	$81,900
Site Development	-	-	-	-	$2,600	$2,600
TOTALS	**-**	**$46,200**	**$85,000**	**$167,000**	**$284,800**	**$582,900**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



3. Restroom Building





Restroom Building: Systems Summary		
Address	200 West Mines Avenue, Montebello, California 90640	
Constructed/Renovated	1960's	
Building Size	750 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU with no windows	Fair
Roof	Gable construction with asphalt shingles	Fair
Interiors	Not available due to entry doors being welded close	Missing
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting Toilets, urinals, and sinks in all restrooms-Not available due to entry doors being welded close	Missing
HVAC	None	--
Fire Suppression	N/A	--

Restroom Building: Systems Summary		
Electrical	Source and Distribution: Main switchboard with copper wiring Interior Lighting: Not available due to entry doors being welded close Emergency: None	Fair
Fire Alarm	N/A	--
Equipment/Special	None	--
Accessibility	Not available due to entry doors being welded close	
Key Issues and Findings	Exterior doors are in poor condition	

Restroom Building: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$7,900	-	-	$11,600	$19,500
Roofing	-	-	-	-	$10,300	$10,300
Plumbing	-	$1,700	-	$12,200	-	$13,900
Electrical	-	$900	-	$70,000	-	$70,900
TOTALS	**-**	**$10,500**	**-**	**$82,200**	**$21,900**	**$114,600**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

Not available

4. Site Summary





Site Information		
Lot Size	7.6 acres (estimated)	
Parking Spaces	30 total spaces all in open lots; 1 of which are accessible	
System	*Description*	*Condition*
Pavement/Flatwork	Asphalt lots with areas of concrete and concrete sidewalks and curbs	Fair
Site Development	Property entrance signages, chain-link and CMU fencing, CMU dumpster enclosures Playgrounds and sports courts with bleachers, fencing and gates, and site lights Moderate furnished park benches, picnic tables, trash receptacles, grills, flagpoles	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: HPS, halogen, metal halide Building-mounted: HPS, CFL, Pedestrian walkway and accent landscaping lighting	Fair
Ancillary Structures	Picnic shelter and Softball field dugout	Fair

Site Information

Accessibility	Potential moderate/major issues have been identified associated with the site areas and a detailed accessibility study is recommended. See Appendix C
Key Issues and Findings	N/A

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	$5,900	-	-	$5,900
Facade	-	-	-	-	$3,000	$3,000
Roofing	-	-	-	$2,500	-	$2,500
Plumbing	-	-	-	$26,600	-	$26,600
Equipment/Special	-	-	-	$8,900	$3,300	$12,200
Site Development	-	$4,400	$5,600	$44,100	$291,600	$345,800
Site Lighting	-	$28,800	-	$551,100	-	$579,900
Pavement	-	$6,600	-	$66,700	$246,900	$320,100
Landscaping	-	-	-	-	$1,410,900	$1,410,900
Accessibility	$8,200	-	-	-	-	$8,200
TOTALS	**$8,200**	**$39,800**	**$11,500**	**$699,900**	**$1,955,700**	**$2,715,100**

5. Property Space Use and Observed Areas

Unit Allocation

All 7.6 acres of the property are occupied by the City of Montebello. The spaces are mostly public park with supporting restrooms building, a community center, basketball court and a softball field.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. The restrooms at the Restroom Building were not accessible (welded metal security doors) and a proper ladder could not be provided by the POC to access the Community Center Building's roof. Other areas accessed included the site within the property boundaries, the exterior of the property.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Restroom Building interior- welded metal security doors
- Community Center roof, Lack of ladder or other means of egress

6. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☒	☐	☐
Exterior Path of Travel	☐	☒	☐
Interior Path of Travel	☐	☐	☒

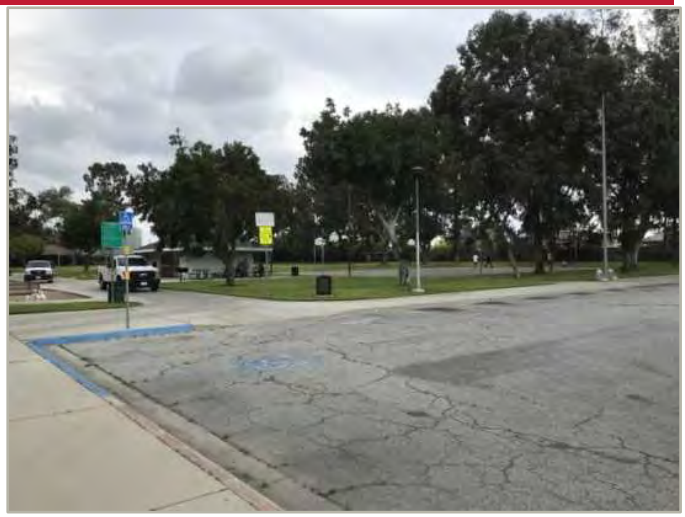
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Public Use Restrooms	☐	☐	Restrooms Not Accessible
Elevators	☐	☐	☒

Campus Accessibility: Photographic Overview



Parking Lot



Parking Lot



Picnic Shelter



BBQ Grill



Playground



Drinking Fountain

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

7. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed, or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

8. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct, and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

9. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Reggie Rodriguez Park, 200 West Mines Avenue, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.
The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling, or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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10. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	SITE SIGNAGE



2	PARK VIEW



3	PARK VIEW



4	PARK VIEW



5	PICNIC SHELTER



6	PICNIC SHELTER



7	PICNIC TABLE



8	PICNIC TABLE



9	TRASH RECEPTACLE



10	TRASH RECEPTACLE



11	PLAY STRUCTURE



12	PLAY STRUCTURE



13	BASKETBALL COURT



14	BASKETBALL COURT



15	SOFTBALL FIELD



16	SOFTBALL FIELD



17	SOFTBALL FIELD BLEACHER



18	SOFTBALL FIELD BLEACHER



19	PARKING LOT



20	PARKING LOT



21	CONCRETE PATHWAY



22	CONCRETE PATHWAY



23	BASKETBALL COURT LIGHT POLE



24	SOFTBALL FILED LIGHT POLE



25	PARK FENCE



26	PARK FENCE



27	DUMPSTER ENCLOSURES



28	BACKFLOW PREVENTER



29	RESTROOM BUILDING FRONT ELEVATION



30	RESTROOM BUILDING RIGHT ELEVATION



31	RESTROOM BUILDING LEFT ELEVATION



32	RESTROOM BUILDING REAR ELEVATION



33	COMMUNITY CENTER FRONT ELEVATION



34	COMMUNITY CENTER RIGHT ELEVATION



35	COMMUNITY CENTER LEFT ELEVATION



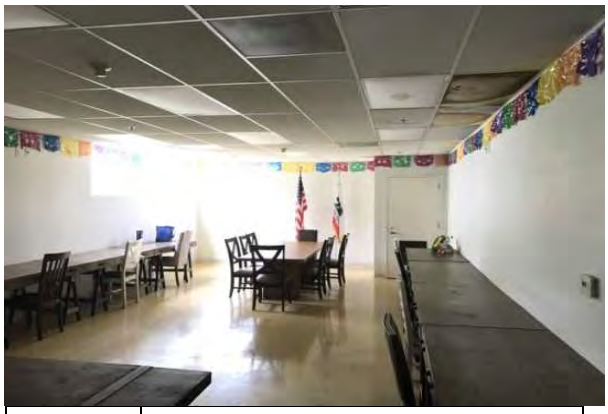
36	COMMUNITY CENTER REAR ELEVATION



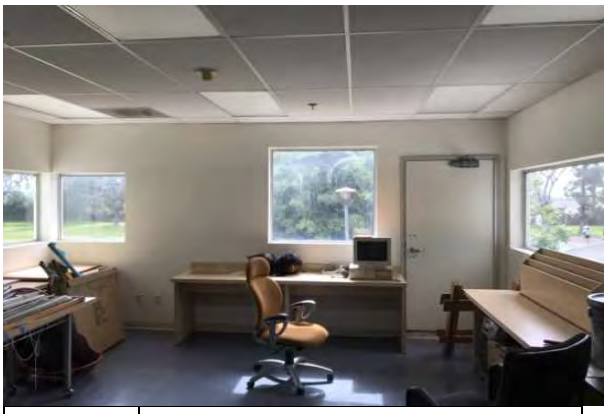
37	COMMUNITY BUILDING ROOF



38	RESTROOM BUILDING ROOF



39	COMMUNITY CENTER INTERIOR



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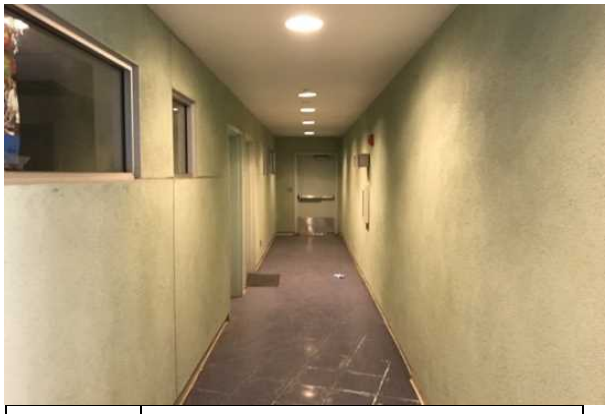


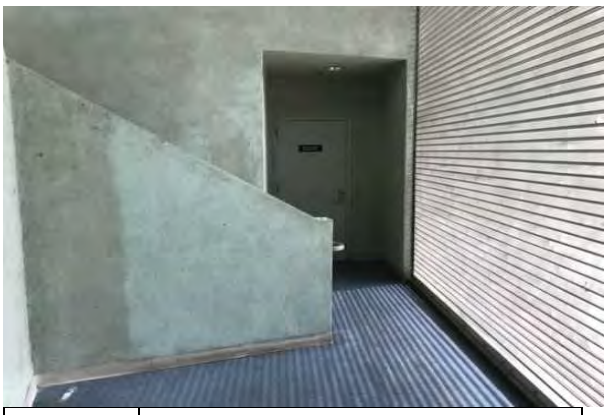
41	COMMUNITY CENTER INTERIOR



42	COMMUNITY CENTER INTERIOR



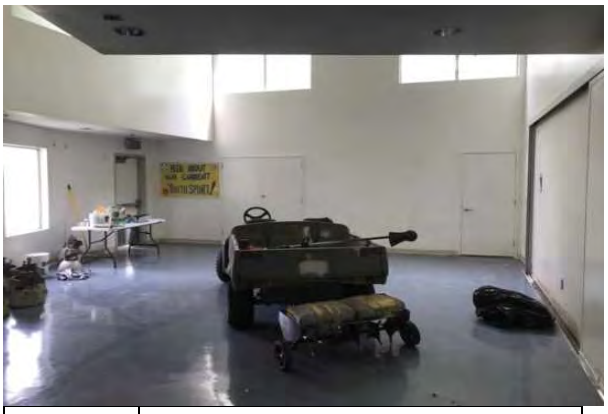
43	COMMUNITY CENTER INTERIOR



44	COMMUNITY CENTER INTERIOR



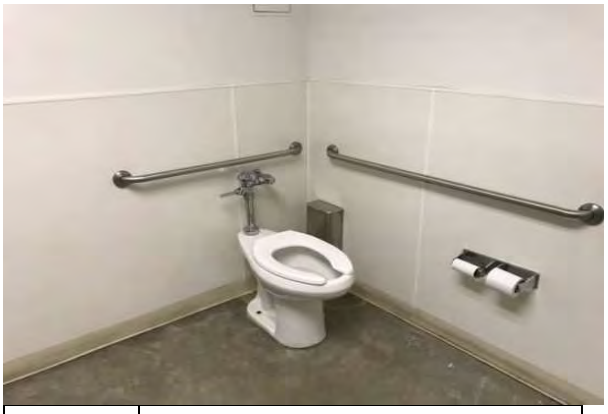
45	COMMUNITY CENTER INTERIOR



46	COMMUNITY CENTER INTERIOR



47	COMMUNITY CENTER RESTROOM



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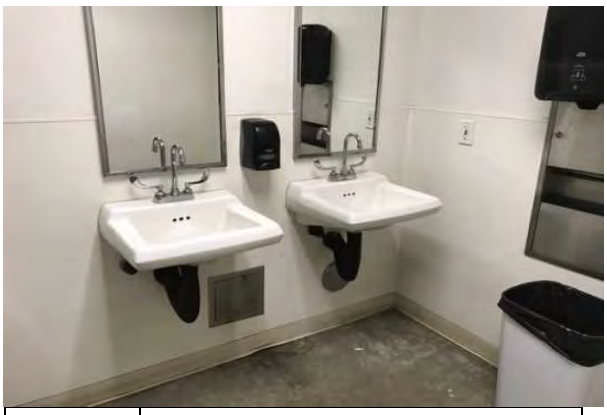
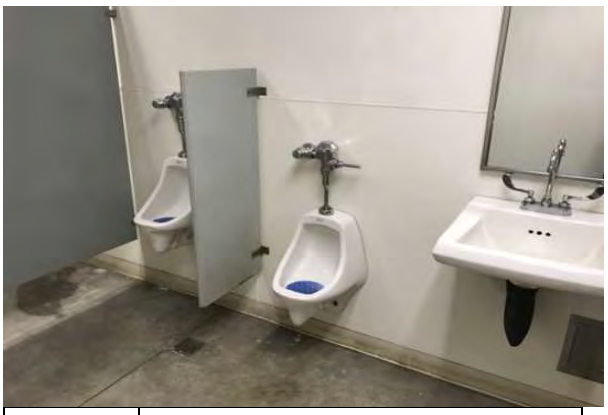


49	COMMUNITY CENTER RESTROOM



50	COMMUNITY CENTER RESTROOM



51	RESTROOM BUILDING SWITCHBOARD



52	COMMUNITY CENTER BUILDING SWITCHBOARD



53	COMMUNITY CENTER FIRE ALARM PANEL



54	COMMUNITY CENTER FIRE EXTINGUISHER



55	COMMUNITY CENTER WATER HEATER



56	COMMUNITY CENTER ELEVATOR, HYDRAULIC



57	COMMUNITY CENTER ELEVATOR CAB FINISHES



58	COMMUNITY CENTER RTU



59	COMMUNITY CENTER SPLIT SYSTEM CONDENSER



60	COMMUNITY CENTER GAS METER

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-003.354	Reggie Rodriguez Park KTUA Landscape Architects
Source	**On-Site Date**
Google	April 17, 2020

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | Reggie Rodriguez Park (7.6 acres) / Community Center Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Recreation Center	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	8,600 SF	3	1821182
B2021	Recreation Center	Fair	Window, 12 SF	13	11	1821125
B2021	Recreation Center	Fair	Window, 24 SF	9	11	1821169
B2032	Recreation Center	Fair	Exterior Door, Steel	6	21	1821189
B2034	Recreation Center	Fair	Overhead Door, Overhead Door	1	11	1821219
B2034	Building exterior	Fair	Overhead/Dock Door, 400 SF	1	11	1821177
Roofing						
B3011	Roof	Fair	Roof, Modified Bituminous	3,400 SF	13	1821144
B3021	Roof	Fair	Roof Skylight, per unit (20 SF)	1	14	1821155
Interiors						
C1021	Recreation Center	Fair	Interior Door, Steel	10	21	1821210
C1031	Recreation Center-Men's Restroom	Fair	Toilet Partitions, Metal	1	12	1821205
C1031	Recreation Center-Women's Restroom	Fair	Toilet Partitions, Metal	3	12	1821238
C3012	Recreation Center-Women's Restroom	Fair	Interior Wall Finish, Vinyl	120 SF	11	1821179
C3012	Recreation Center-Throughout	Fair	Interior Wall Finish, any surface, Prep & Paint	7,900 SF	3	1821215
C3012	Recreation Center-Men's Restroom	Fair	Interior Wall Finish, Vinyl	95 SF	11	1821190
C3021	Recreation Center-Men's Restroom	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	240 SF	4	1821133
C3021	Recreation Center-Women's Restroom	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	240 SF	4	1821227
C3024	Recreation Center-Throughout	Fair	Interior Floor Finish, Vinyl Tile (VCT)	4,500 SF	8	1821196
C3032	Recreation Center-2nd Floor Offices	Poor	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	50 SF	2	1821127
C3032	Recreation Center-Throughout	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	3,600 SF	6	1821148
Elevators						
D1011	Recreation Center Electrical Room	Fair	Elevator, 1500 - 2500 LB, Renovate	1	11	1821164
D1019	Recreation Center	Fair	Elevator Cab Finishes, Standard w/out Stainless Steel Doors	1	6	1821173
Plumbing						
D2011	Recreation Center-Women's Restroom	Fair	Toilet, GPF	3	13	1821181
D2011	Recreation Center-Men's Restroom	Fair	Toilet, GPF	1	13	1821131
D2012	Recreation Center-Men's Restroom	Fair	Urinal, GPF	2	17	1821218
D2014	Recreation Center-Women's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	17	1821126
D2014	Recreation Center-Men's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	13	1821211
D2018	Recreation Center	Fair	Drinking Fountain, Interior	1	9	1821229
D2023	Recreation Center	Fair	Water Heater, 50 GAL	1	9	1821178
D2029	Recreation Center-Throughout	Fair	Plumbing System, Supply & Sanitary, Low Density (INCL fixtures)	6,800 SF	21	1821611
Fire Suppression						
D4019	Recreation Center-Throughout	Fair	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	6,800 SF	21	1821612
D4019	Recreation Center-Throughout	Fair	Sprinkler Heads (per SF)	6,800 SF	6	1821141
HVAC						
D3032	Roof	Fair	Condensing Unit, Split System, 1 Ton	1	5	1821231
D3042	Recreation Center-Women's Restroom	Fair	Exhaust Fan, Bathroom Residential	1	6	1821143
D3042	Recreation Center-Men's Restroom	Fair	Exhaust Fan, Bathroom Residential	1	6	1821198

Component Condition Report | Reggie Rodriguez Park (7.6 acres) / Community Center Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D3052	Roof	Fair	Packaged Unit (RTU), 5 Ton	1	8	1821236
D3052	Roof	Fair	Packaged Unit (RTU), 5 Ton	1	5	1821208
Electrical						
D5012	Recreation Center Electrical Room	Fair	Building/Main Switchboard, 800 AMP	1	21	1821220
D5019	Recreation Center-Throughout	Fair	Full Electrical System Upgrade, Medium Density/Complexity	6,800 SF	24	1826120
D5022	Recreation Center	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	3	3	1821146
D5029	Recreation Center-Throughout	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	6,800 SF	4	1821221
Fire Alarm & Comm						
D5037	Recreation Center-Throughout	Fair	Fire Alarm System, Standard Addressable, Upgrade/Install	6,800 SF	8	1821165
D5037	Recreation Center Electrical Room	Fair	Fire Alarm Control Panel, Basic/Zoned	1	7	1821201
D5038	Recreation Center	Fair	Security/Surveillance System, Cameras and CCTV, Install	5,900 SF	6	1821235
Site Development						
G2044	Recreation Center	Fair	Signage, Property, Monument/Pylon	1	15	1821207

Component Condition Report | Reggie Rodriguez Park (7.6 acres) / Restroom Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Restroom Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	960 SF	3	1821226
B2032	Restroom Building	Fair	Exterior Door, Steel	1	16	1821121
B2039	Restroom Building-Men's Restroom	Fair	Exterior Door, Metal Wire Mesh	1	3	1821161
B2039	Restroom Building-Women's Restroom	Poor	Exterior Door, Metal Wire Mesh	1	1	1821168
Roofing						
B3011	Restroom Building	Fair	Roof, Asphalt Shingle 20-Year	1,100 SF	11	1821175
B3021	Restroom Building	Fair	Roof Skylight, per unit (9-20 SF)	2	11	1821145
Plumbing						
D2014	Restroom Building	Fair	Service Sink, Wall-Hung	1	3	1821194
D2029	Throughout	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	750 SF	10	1826121
Electrical						
D5012	Restroom Building	Fair	Building/Main Switchboard, 400 AMP	1	8	1821232
D5019	Throughout	Fair	Full Electrical System Upgrade, Low Density/Complexity	750 SF	10	1826122
D5022	Restroom Building	Fair	Light Fixture, 250 WATT	3	3	1821206

Component Condition Report | Reggie Rodriguez Park (7.6 acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1022	Softball Field-Dugout 2	Fair	Roof Structure, Wood Trusses	120 SF	4	1821160
B1022	Softball Field-Dugout 1	Fair	Roof Structure, Wood Trusses	120 SF	4	1821150
Facade						
B2039	Site	Fair	Pedestrian Gate, Wrought Iron	1	18	1821156
B2039	Site	Fair	Pedestrian Gate, Wrought Iron	1	18	1821230
Roofing						
B3011	Picnic Shelter	Fair	Roof, Asphalt Shingle 20-Year	450 SF	10	1821137

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Plumbing						
D2018	Softball Field	Fair	Drinking Fountain, Outside/Site Style	1	10	1821162
D2021	Site	Fair	Backflow Preventer, 8 INCH	1	10	1821199
D2021	Site	Fair	Backflow Preventer, 4 INCH	1	21	1821202
Equipment/Special						
E1099	Softball Field	Fair	Bleacher, Telescoping Manual, 21 to 30 Tier	1	12	1821134
E1099	Softball Field	Fair	Bleacher, Telescoping Manual, 21 to 30 Tier	1	12	1821120
E1099	Softball Field	Fair	Bleacher, Telescoping Manual, to 15 Tier	1	12	1821170
F1041	Site	Fair	Circulation Pump, 2	1	6	1821176
Pavement						
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	12,500 SF	7	1821184
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	12,500 SF	2	1821124
G2031	Site	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	14,800 SF	15	1821217
Site Development						
G2041	Site	Fair	Fences & Gates, Chain Link, 6' High	250 LF	18	1821195
G2041	Softball Field	Fair	Fences & Gates, Chain Link, 8' High	150 LF	12	1821152
G2041	Site	Fair	Fences & Gates, Chain Link, 6' High	480 LF	18	1821183
G2041	Site	Fair	Fence or Screen Walls, Concrete Block (CMU)	145 SF	30	1821132
G2041	Site	Fair	Fences & Gates, Chain Link, 8' High	510 LF	18	1821174
G2044	Site	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	10	1821167
G2044	Site	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	10	1821186
G2045	Restroom Building Exterior	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	18	1821139
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	15	1821209
G2045	Playground	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	2	12	1821140
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	18	1821193
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	18	1821147
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	18	1821214
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	2	15	1821212
G2045	Playground	Fair	Site Furnishings - Metal Trash Receptacles	1	10	1821135
G2045	Restroom Building Exterior	Fair	Park Grill (Barbeque)	1	6	1821157
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	2	18	1821130
G2045	Picnic Shelter	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	6	15	1821153
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	2	15	1821191
G2045	Picnic Shelter	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	2	15	1821138
G2045	Softball Field-Dugout 2	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	3	5	1821128
G2045	Restroom Building Exterior	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	3	15	1821151
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	15	1821200
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed, Thermoplastic Coated	1	11	1821192
G2045	Softball Field-Dugout 1	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	3	5	1821180
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	9	1821216
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	10	1821204
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	2	15	1821142

Component Condition Report | Reggie Rodriguez Park (7.6 acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Picnic Shelter	Fair	Park Grill (Barbecue)	1	6	1821233
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	2	15	1821171
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	2	15	1821228
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	18	1821163
G2047	Playground	Fair	Play Structure, Medium	1	13	1821136
G2047	Softball Field	Fair	Play Surfaces & Sports Courts, Sand	15,500 SF	11	1821222
G2047	Basketball Court	Fair	Play Surfaces & Sports Courts, Asphalt, Seal & Stripe	8,100 SF	3	1821237
G2047	Playground	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	5,000 SF	8	1821187
G2047	Basketball Court	Fair	Sports Apparatus, Basketball Backstop	6	16	1821224
G2048	Site	Fair	Flagpole, Metal	1	18	1821122
G2049	Site	Fair	Dumpster Accessories, Enclosures, Concrete Block (CMU), 8' High, Replace/Install	20 LF	25	1821129
Landscaping						
G2057	Site	Fair	Irrigation System, Replace/Install	250,000 SF	13	1821172
Site Lighting						
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821159
G4021	Basketball Court	Fair	Site Pole Light, 400 WATT, Replace/Install	6	3	1821188
G4021	Softball Field	Fair	Site Pole Light, 21000 WATT, Replace/Install	1	8	1821197
G4021	Site	Fair	Site Pole Light, 40' High, 400 W (LED Lamp Replacement)	1	8	1821185
G4021	Site	Fair	Site Pole Light, 200 WATT, Replace/Install	5	10	1821166
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821149
G4021	Site	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821203
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821158
Accessibility						
Z105X	Throughout	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1821225

Appendix E:
Replacement Reserves

Replacement Reserves Report

5/12/2020

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B2011	1821182	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	7	3	8600	SF	$3.29	$28,328				$28,328										$28,328									**$56,657**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B2021	1821125	Window, 12 SF, Replace	30	19	11	13	EA	$713.70	$9,278												$9,278											**$9,278**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B2021	1821169	Window, 24 SF, Replace	30	19	11	9	EA	$1,043.10	$9,388												$9,388											**$9,388**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B2034	1821219	Overhead Door, Overhead Door, Replace	30	19	11	1	EA	$1,043.10	$1,043												$1,043											**$1,043**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B2034	1821177	Overhead/Dock Door, 400 SF, Replace	30	19	11	1	EA	$9,882.00	$9,882												$9,882											**$9,882**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B3011	1821144	Roof, Modified Bituminous, Replace	20	7	13	3400	SF	$10.98	$37,332														$37,332									**$37,332**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	B3021	1821155	Roof Skylight, per unit (20 SF), Replace	30	16	14	1	EA	$1,427.40	$1,427															$1,427								**$1,427**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C1031	1821205	Toilet Partitions, Metal, Replace	20	8	12	1	EA	$933.30	$933													$933										**$933**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C1031	1821238	Toilet Partitions, Metal, Replace	20	8	12	3	EA	$933.30	$2,800													$2,800										**$2,800**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3012	1821215	Interior Wall Finish, any surface, Prep & Paint	10	7	3	7900	SF	$1.65	$13,011				$13,011										$13,011									**$26,023**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3012	1821179	Interior Wall Finish, Vinyl, Replace	15	4	11	120	SF	$2.75	$329												$329											**$329**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3012	1821190	Interior Wall Finish, Vinyl, Replace	15	4	11	95	SF	$2.75	$261												$261											**$261**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3021	1821133	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	6	4	240	SF	$1.65	$395					$395										$395								**$791**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3021	1821227	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	6	4	240	SF	$1.65	$395					$395										$395								**$791**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3024	1821196	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	7	8	4500	SF	$5.49	$24,705									$24,705														**$24,705**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3032	1821127	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	23	2	50	SF	$3.84	$192			$192																				**$192**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	C3032	1821148	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	19	6	3600	SF	$3.84	$13,835							$13,835																**$13,835**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D1011	1821164	Elevator, 1500 - 2500 LB, Renovate	30	19	11	1	EA	$60,390.00	$60,390												$60,390											**$60,390**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D1019	1821173	Elevator Cab Finishes, Standard w/out Stainless Steel Doors, Replace	10	4	6	1	EA	$3,294.00	$3,294							$3,294										$3,294						**$6,588**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2011	1821181	Toilet, GPF, Replace	30	17	13	3	EA	$1,427.40	$4,282														$4,282									**$4,282**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2011	1821131	Toilet, GPF, Replace	30	17	13	1	EA	$1,427.40	$1,427														$1,427									**$1,427**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2012	1821218	Urinal, GPF, Replace	30	13	17	2	EA	$1,207.80	$2,416																		$2,416					**$2,416**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2014	1821211	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	17	13	2	EA	$1,647.00	$3,294														$3,294									**$3,294**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2014	1821126	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	13	17	2	EA	$1,647.00	$3,294																		$3,294					**$3,294**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2018	1821229	Drinking Fountain, Interior, Replace	15	6	9	1	EA	$2,086.20	$2,086										$2,086													**$2,086**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D2023	1821178	Water Heater, 50 GAL, Replace	15	6	9	1	EA	$988.20	$988										$988													**$988**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D3032	1821231	Condensing Unit, Split System, 1 Ton, Replace	15	10	5	1	EA	$2,525.40	$2,525						$2,525															$2,525		**$5,051**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D3042	1821143	Exhaust Fan, Bathroom Residential, Replace	15	9	6	1	EA	$274.50	$275							$275																**$275**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D3042	1821198	Exhaust Fan, Bathroom Residential, Replace	15	9	6	1	EA	$274.50	$275							$275																**$275**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D3052	1821208	Packaged Unit (RTU), 5 Ton, Replace	20	15	5	1	EA	$12,078.00	$12,078						$12,078																	**$12,078**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D3052	1821236	Packaged Unit (RTU), 5 Ton, Replace	20	12	8	1	EA	$12,078.00	$12,078									$12,078														**$12,078**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D4019	1821141	Sprinkler Heads (per SF), , Replace	25	19	6	6800	SF	$1.65	$11,200							$11,200																**$11,200**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D5022	1821146	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	3	EA	$230.58	$692				$692																			**$692**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D5029	1821221	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	16	4	6800	SF	$8.78	$59,731					$59,731																		**$59,731**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D5037	1821201	Fire Alarm Control Panel, Basic/Zoned, Replace	15	8	7	1	EA	$4,392.00	$4,392								$4,392															**$4,392**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D5037	1821165	Fire Alarm System, Standard Addressable, Upgrade/Install	20	12	8	6800	SF	$4.39	$29,866									$29,866														**$29,866**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	D5038	1821235	Security/Surveillance System, Cameras and CCTV, Install	15	9	6	5900	SF	$5.49	$32,391							$32,391																**$32,391**
Reggie Rodriguez Park (7.6 acres)	Community Center Building	G2044	1821207	Signage, Property, Monument/Pylon, Replace	20	5	15	1	EA	$1,647.00	$1,647																$1,647							**$1,647**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	B2011	1821226	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	7	3	960	SF	$3.29	$3,162				$3,162										$3,162									**$6,324**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	B2032	1821121	Exterior Door, Steel, Replace	40	24	16	1	EA	$658.80	$659																	$659						**$659**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	B2039	1821168	Exterior Door, Metal Wire Mesh, Replace	10	9	1	1	EA	$2,086.20	$2,086		$2,086										$2,086											**$4,172**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	B2039	1821161	Exterior Door, Metal Wire Mesh, Replace	10	7	3	1	EA	$2,086.20	$2,086				$2,086										$2,086									**$4,172**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	B3011	1821175	Roof, Asphalt Shingle 20-Year, Replace	20	9	11	1100	SF	$4.17	$4,590												$4,590											**$4,590**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	B3021	1821145	Roof Skylight, per unit (9-20 SF), Replace	30	19	11	2	EA	$1,427.40	$2,855												$2,855											**$2,855**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	D2014	1821194	Service Sink, Wall-Hung, Replace	35	32	3	1	EA	$1,537.20	$1,537				$1,537																			**$1,537**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	D2029	1826121	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	30	10	750	SF	$12.08	$9,059										$9,059													**$9,059**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	D5012	1821232	Building/Main Switchboard, 400 AMP, Replace	40	32	8	1	EA	$43,920.00	$43,920									$43,920														**$43,920**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	D5019	1826122	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	30	10	750	SF	$14.27	$10,706										$10,706													**$10,706**
Reggie Rodriguez Park (7.6 acres)	Restroom Building	D5022	1821206	Light Fixture, 250 WATT, Replace	20	17	3	3	EA	$274.50	$824				$824																			**$824**
Reggie Rodriguez Park (7.6 acres)	Site	B1022	1821160	Roof Structure, Wood Trusses, Replace	75	71	4	120	SF	$21.96	$2,635					$2,635																		**$2,635**
Reggie Rodriguez Park (7.6 acres)	Site	B1022	1821150	Roof Structure, Wood Trusses, Replace	75	71	4	120	SF	$21.96	$2,635					$2,635																		**$2,635**
Reggie Rodriguez Park (7.6 acres)	Site	B2039	1821156	Pedestrian Gate, Wrought Iron, Replace	25	7	18	1	EA	$878.40	$878																				$878			**$878**
Reggie Rodriguez Park (7.6 acres)	Site	B2039	1821230	Pedestrian Gate, Wrought Iron, Replace	25	7	18	1	EA	$878.40	$878																				$878			**$878**
Reggie Rodriguez Park (7.6 acres)	Site	B3011	1821137	Roof, Asphalt Shingle 20-Year, Replace	20	10	10	450	SF	$4.17	$1,878										$1,878													**$1,878**
Reggie Rodriguez Park (7.6 acres)	Site	D2018	1821162	Drinking Fountain, Outside/Site Style, Replace	15	5	10	1	EA	$3,952.80	$3,953										$3,953													**$3,953**
Reggie Rodriguez Park (7.6 acres)	Site	D2021	1821199	Backflow Preventer, 8 INCH, Replace	30	20	10	1	EA	$15,811.20	$15,811										$15,811													**$15,811**
Reggie Rodriguez Park (7.6 acres)	Site	E1099	1821134	Bleacher, Telescoping Manual, 21 to 30 Tier, Replace	20	8	12	1	EA	$658.80	$659													$659										**$659**
Reggie Rodriguez Park (7.6 acres)	Site	E1099	1821120	Bleacher, Telescoping Manual, 21 to 30 Tier, Replace	20	8	12	1	EA	$1,317.60	$1,318													$1,318										**$1,318**
Reggie Rodriguez Park (7.6 acres)	Site	E1099	1821170	Bleacher, Telescoping Manual, to 15 Tier, Replace	20	8	12	1	EA	$329.40	$329													$329										**$329**
Reggie Rodriguez Park (7.6 acres)	Site	F1041	1821176	Circulation Pump, 2, Replace	25	19	6	1	EA	$7,466.40	$7,466							$7,466																**$7,466**
Reggie Rodriguez Park (7.6 acres)	Site	G2022	1821124	Parking Lots, Asphalt Pavement, Seal & Stripe	5	3	2	12500	SF	$0.49	$6,176			$6,176					$6,176					$6,176					$6,176					**$24,705**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	Age	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Reggie Rodriguez Park (7.6 acres)	Site	G2022	1821184	Parking Lots, Asphalt Pavement, Mill & Overlay	25	18	7	12500	SF	$3.84	$48,038								$48,038																**$48,038**
Reggie Rodriguez Park (7.6 acres)	Site	G2031	1821217	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	50	35	15	14800	SF	$9.88	$146,254																$146,254								**$146,254**
Reggie Rodriguez Park (7.6 acres)	Site	G2041	1821152	Fences & Gates, Chain Link, 8' High, Replace	40	28	12	150	LF	$27.45	$4,118													$4,118											**$4,118**
Reggie Rodriguez Park (7.6 acres)	Site	G2041	1821195	Fences & Gates, Chain Link, 6' High, Replace	40	22	18	250	LF	$23.06	$5,765																			$5,765					**$5,765**
Reggie Rodriguez Park (7.6 acres)	Site	G2041	1821183	Fences & Gates, Chain Link, 6' High, Replace	40	22	18	480	LF	$23.06	$11,068																			$11,068					**$11,068**
Reggie Rodriguez Park (7.6 acres)	Site	G2041	1821174	Fences & Gates, Chain Link, 8' High, Replace	40	22	18	510	LF	$27.45	$14,000																			$14,000					**$14,000**
Reggie Rodriguez Park (7.6 acres)	Site	G2044	1821167	Signage, Property, Monument/Pylon, Replace/Install	20	10	10	1	EA	$10,431.00	$10,431											$10,431													**$10,431**
Reggie Rodriguez Park (7.6 acres)	Site	G2044	1821186	Signage, Property, Monument/Pylon, Replace/Install	20	10	10	1	EA	$10,431.00	$10,431											$10,431													**$10,431**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821128	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	15	5	3	EA	$549.00	$1,647						$1,647																		**$1,647**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821180	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	15	5	3	EA	$1,070.55	$3,212						$3,212																		**$3,212**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821157	Park Grill (Barbeque), , Replace	15	9	6	1	EA	$996.98	$997							$997																		**$997**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821233	Park Grill (Barbecue), , Replace	15	9	6	1	EA	$996.98	$997							$997																		**$997**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821216	Site Furnishings - Metal Trash Receptacles, , Replace	15	6	9	1	EA	$613.78	$614										$614														**$614**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821135	Site Furnishings - Metal Trash Receptacles, ,	15	5	10	1	EA	$613.78	$614											$614													**$614**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821204	Site Furnishings - Metal Trash Receptacles, ,	15	5	10	1	EA	$613.78	$614											$614													**$614**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821192	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	15	4	11	1	EA	$613.78	$614												$614													**$614**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821140	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	8	12	2	EA	$549.00	$1,098													$1,098											**$1,098**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821209	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	5	15	1	EA	$549.00	$549																$549								**$549**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821212	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	2	EA	$1,537.20	$3,074																$3,074								**$3,074**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821153	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	6	EA	$1,537.20	$9,223																$9,223								**$9,223**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821191	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	2	EA	$1,537.20	$3,074																$3,074								**$3,074**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821138	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	2	EA	$883.89	$1,768																$1,768								**$1,768**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821151	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	3	EA	$1,537.20	$4,612																$4,612								**$4,612**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821200	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	1	EA	$1,537.20	$1,537																$1,537								**$1,537**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821142	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	2	EA	$1,537.20	$3,074																$3,074								**$3,074**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821171	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	2	EA	$1,537.20	$3,074																$3,074								**$3,074**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821228	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	10	15	2	EA	$1,537.20	$3,074																$3,074								**$3,074**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821139	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	1	EA	$883.89	$884																			$884					**$884**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821193	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	1	EA	$883.89	$884																			$884					**$884**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821147	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	1	EA	$883.89	$884																			$884					**$884**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821214	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	1	EA	$883.89	$884																			$884					**$884**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821130	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	2	EA	$883.89	$1,768																			$1,768					**$1,768**
Reggie Rodriguez Park (7.6 acres)	Site	G2045	1821163	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	12	18	1	EA	$883.89	$884																			$884					**$884**
Reggie Rodriguez Park (7.6 acres)	Site	G2047	1821237	Play Surfaces & Sports Courts, Asphalt, Seal & Stripe	5	2	3	8100	SF	$0.49	$3,993				$3,993					$3,993					$3,993					$3,993					**$15,973**
Reggie Rodriguez Park (7.6 acres)	Site	G2047	1821187	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	12	8	5000	SF	$0.98	$4,914									$4,914															**$4,914**
Reggie Rodriguez Park (7.6 acres)	Site	G2047	1821222	Play Surfaces & Sports Courts, Sand, Replace	20	9	11	15500	SF	$0.88	$13,598												$13,598												**$13,598**
Reggie Rodriguez Park (7.6 acres)	Site	G2047	1821136	Play Structure, Medium, Replace	20	7	13	1	EA	$21,960.00	$21,960														$21,960										**$21,960**
Reggie Rodriguez Park (7.6 acres)	Site	G2047	1821224	Sports Apparatus, Basketball Backstop, Replace	25	9	16	6	EA	$10,431.00	$62,586																	$62,586							**$62,586**
Reggie Rodriguez Park (7.6 acres)	Site	G2048	1821122	Flagpole, Metal, Replace	30	12	18	1	EA	$2,745.00	$2,745																			$2,745					**$2,745**
Reggie Rodriguez Park (7.6 acres)	Site	G2057	1821172	Irrigation System, , Replace/Install	25	12	13	250000	SF	$3.84	$960,750														$960,750										**$960,750**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821188	Site Pole Light, 400 WATT, Replace/Install	20	17	3	6	EA	$4,392.00	$26,352				$26,352																			**$26,352**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821159	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625															**$68,625**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821197	Site Pole Light, 21000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625															**$68,625**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821185	Site Pole Light, 40' High, 400 W (LED Lamp Replacement), Replace	20	12	8	1	EA	$68,625.00	$68,625									$68,625															**$68,625**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821149	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625															**$68,625**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821203	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625															**$68,625**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821158	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625															**$68,625**
Reggie Rodriguez Park (7.6 acres)	Site	G4021	1821166	Site Pole Light, 200 WATT, Replace/Install	20	10	10	5	EA	$4,392.00	$21,960											$21,960													**$21,960**
Reggie Rodriguez Park (7.6 acres)	Site	Z105X	1821225	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$8,235.00	$8,235	$8,235																							**$8,235**
Totals, Unescalated												**$8,235**	**$2,086**	**$6,368**	**$79,986**	**$65,792**	**$19,462**	**$70,729**	**$58,606**	**$531,225**	**$3,688**	**$85,455**	**$114,314**	**$17,431**	**$1,079,627**	**$2,218**	**$180,961**	**$66,539**	**$11,886**	**$45,514**	**$0**	**$2,525**	**$2,452,648**
Totals, Escalated (3.0% inflation, compounded annually)												**$8,235**	**$2,149**	**$6,756**	**$87,403**	**$74,050**	**$22,562**	**$84,454**	**$72,078**	**$672,941**	**$4,812**	**$114,845**	**$158,237**	**$24,852**	**$1,585,469**	**$3,355**	**$281,932**	**$106,775**	**$19,645**	**$77,485**	**$0**	**$4,561**	**$3,412,595**

Appendix F:
Equipment Inventory List

D10 CONVEYING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821164	D1011	**Elevator**	20 HP	Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center Electrical Room	ELMO	52TS150U21H5W10	OC10X05	2001		

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821202	D2021	**Backflow Preventer**	4 INCH	Reggie Rodriguez Park (7.6 acres) / Site	Site	Wilkins Zurn	MDL48	No tag/plate found	2011		
2	1821199	D2021	**Backflow Preventer**	8 INCH	Reggie Rodriguez Park (7.6 acres) / Site	Site	Febco	856	Illegible	2000		
3	1821178	D2023	**Water Heater**	50 GAL	Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center	Bradford White	URG150T6N	NC37506950			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821231	D3032	**Condensing Unit**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Roof	Inaccessible	Inaccessible	Inaccessible			
2	1821143	D3042	**Exhaust Fan**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center-Women's Restroom						
3	1821198	D3042	**Exhaust Fan**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center-Men's Restroom						
4	1821236	D3052	**Packaged Unit (RTU)**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Roof	Inaccessible	Inaccessible	Inaccessible			
5	1821208	D3052	**Packaged Unit (RTU)**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Roof	Inaccessible	Inaccessible	Inaccessible			

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821232	D5012	**Building/Main Switchboard**	400 AMP	Reggie Rodriguez Park (7.6 acres) / Restroom Building	Restroom Building	Square D	SS-12-UGP	A1422618			
2	1821220	D5012	**Building/Main Switchboard**	800 AMP	Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center Electrical Room	RSE-SIERRA	14659-1	No tag/plate found	2001		
3	1821206	D5022	**Light Fixture**	250 WATT	Reggie Rodriguez Park (7.6 acres) / Restroom Building	Restroom Building						3
4	1821146	D5022	**Light Fixture**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center						3
5	1821201	D5037	**Fire Alarm Control Panel**		Reggie Rodriguez Park (7.6 acres) / Community Center Building	Recreation Center Electrical Room	Honeywell Fire-Lite	SK-5208	No tag/plate found			

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821170	E1099	**Bleacher**		Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						
2	1821134	E1099	**Bleacher**		Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						
3	1821120	E1099	**Bleacher**		Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						

F10 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821176	F1041	**Circulation Pump**	2	Reggie Rodriguez Park (7.6 acres) / Site	Site	John Lisee Pumps Inc.	Illegible	Illegible			

G40 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821159	G4021	**Site Pole Light**	1000 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						
2	1821149	G4021	**Site Pole Light**	1000 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						
3	1821203	G4021	**Site Pole Light**	1000 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Site						
4	1821158	G4021	**Site Pole Light**	1000 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						
5	1821166	G4021	**Site Pole Light**	200 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Site						5
6	1821197	G4021	**Site Pole Light**	1000 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Softball Field						
7	1821185	G4021	**Site Pole Light**	1000 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Site						
8	1821188	G4021	**Site Pole Light**	400 WATT	Reggie Rodriguez Park (7.6 acres) / Site	Basketball Court						6

Reggie Rodriguez Park (7.6 acres)

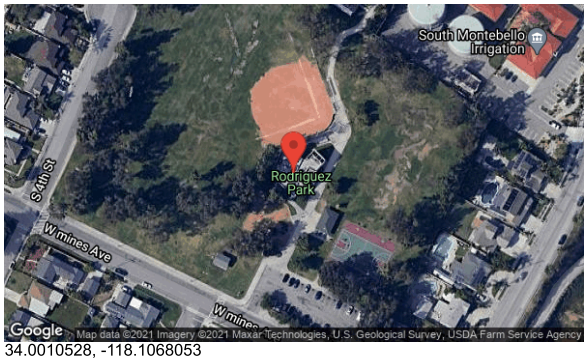
Reserve Summary	IMMEDIATE	2-Year	5-Year	10-Year	20-Year
Totals, Unescalated	$10,046	$20,341	$221,693	$1,135,777	$2,989,888
Totals, Escalated (3.0% inflation, compounded annually)	**$10,046**	**$20,888**	**$245,109**	**$1,402,330**	**$4,159,945**

Average yearly investment: $207,997



Site Information	Edit
Assessment Date	04/16/2020
Facility	Reggie Rodriguez Park (7.6 acres)
Replacement Value	$4,634,784
Street	200 W. MINES AVE.
City	Montebello
State	California
Zip	90640
Total Square Footage	331056
GPS	34.0010528, -118.1068053

⚠ Critical/Safety Issues: 0



34.0010528, -118.1068053

Round Report

- Performance/Integrity $2,900
- Accessibility $10,100
- Lifecycle/Renewal $1,389,500

10-YEAR TOTAL: $1,402,500

SECTION IV-D
Acuna Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Acuna Park
1700 Victoria Avenue
Montebello, CA 90640

PREPARED BY:
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Program Manager
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BV PROJECT #:
142318.20R000-004.354

DATE OF REPORT:
April 6, 2020

ON SITE DATE:
April 2, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	1700 Victoria Avenue, Montebello, CA 90640
Site Developed	1960's Exact year is unknown
Site Area	7.4 acres (estimated)
Parking Spaces	34 total spaces all in diagonal street parking; 2 of which are accessible
Building Area	640 SF, Restroom Building
Number of Stories	1
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 2, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Same as above
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Historical Summary

The Acuna Park was originally constructed in the 1960's. The restroom building was constructed at the same time.

Architectural

The restroom building is constructed of concrete masonry units on a concrete slab floor with a heavy timber framed roof. It has not been renovated in the recent years. Most interior finishes seem to be original to the building. The built-up roof is in a fair condition however will need to be replaced to repair dry-rot damage to the roof structure. The exterior CMU walls are in need for a fresh paint. Renovation for most interior and exterior finishes is recommended in the next three years.

Mechanical, Electrical, Plumbing and Fire (MEPF)

There is no heating or cooling system in the restroom building. The plumbing piping system exhibits evidence of corrosion and will need replacement. Hot water is not provided. Plumbing fixtures are reaching the end of their lifecycle and need replacement.

The Electrical system and lighting fixtures are reaching the end of their lifecycle and need replacement. The building is not provided with a fire alarm system or fire suppression system.

Site

In general, the site has been well maintained. The site contain heavy landscaping, which is served by in-ground irrigation systems. There is one playground on site and it is in fair condition. The concrete sidewalk is in fair overall condition with the exception of an areas adjacent to the restroom building which require some repair due to tree root caused uplift. The asphalt paved parking areas and drive aisles are in fair to poor condition and require sealing and striping. The site lighting is aged and it is recommended that the system be upgraded to LED fixtures to improve energy efficiency.

Recommended Additional Studies

Some areas of the restroom building were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	34	Street, diagonal			X	Needs seal and stripe
		Accessible Parking	2	Street, diagonal			X	Needs seal and stripe
G2030	**Walks**							
		Concrete	17,500	Sidewalk		X	X	Some areas need repair
		Ashpalt	5,500	Parking lot		X		
G4020	**Lighting**							
		Area (>12')	3	Site		X		
G2050	**Landscape**							
		Grass (Turf)	240,000	Throughout park		X		
		Trees		Throughout park		X		
G2057	**Irrigation**							
		Sprinkler system		Throughout		X		
G2045	**Site Furnishings**							
		Benches, Picnic	16	Throughout park		X		
		Benches, Seating	5	Throughout park		X		
		Drinking Fountain	1	Adjacent to restroom bldg.			X	Unit does not drain
		Receptacle, Trash	15	Throughout		X		
G2046	**Fountains, Pools, & Watercourses**							
		No Water Facilites Present						
G2047	**Playing Fields**							
		No Playing Fields Present						
G2049	**Miscellaneous Structures**							
		Restroom	1	Men and Women			X	Renovation is required

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
G2050	**Miscellaneous Recreation**							
		Picnic Ground		Throughout park	X			Tables on concrete pads
		Playground Equipment, Small	1	Playground		X		
		Playground Equipment, Medium	1	Playground		X		

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis | Acuna Park

Replacement Value	*Total SF*	*Cost/SF*
$ 3,223,500	*322,344*	*$ 10*

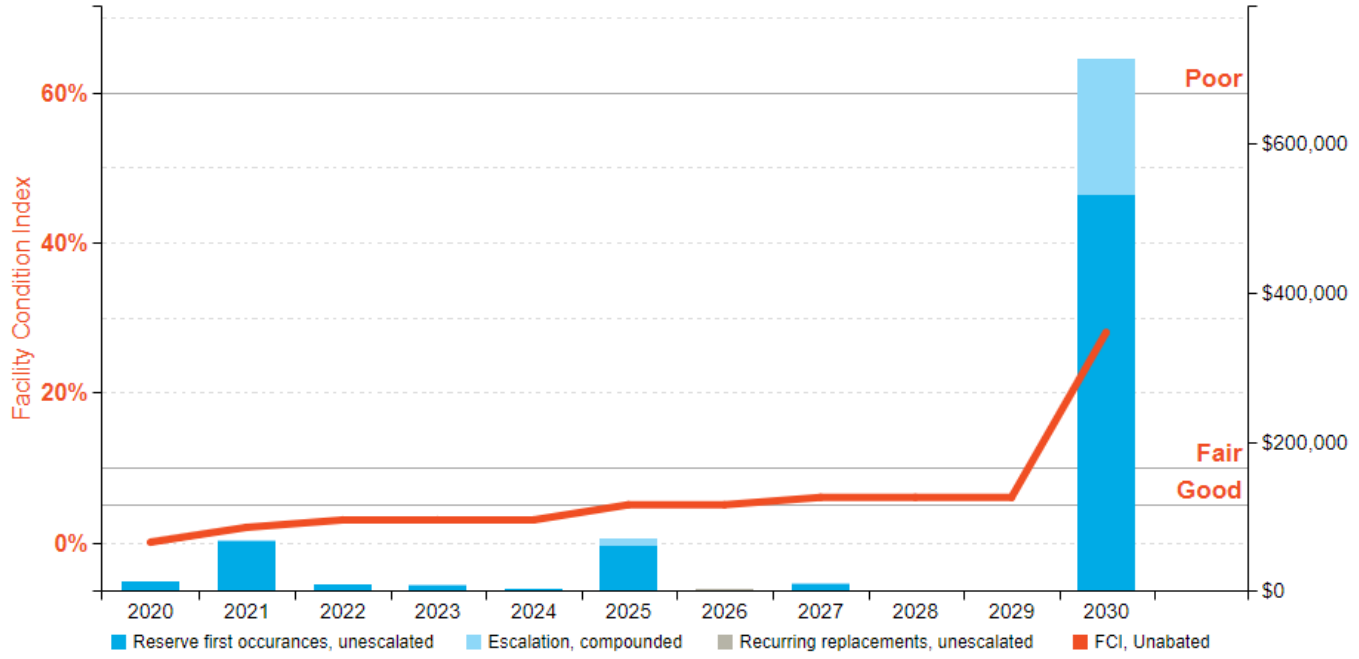
	Est Reserve Cost	FCI
Current FCI	$ 12,200	**0.4 %**
3-Year	$ 97,400	3.0 %
5-Year	$ 172,100	5.3 %
10-Year	$ 893,900	27.7 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Acuna Park

Replacement Value: $ 3,223,440; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Acuna Park	5	$12,114
Total	**5**	**$12,114**

Acuna Park

ID	Location Description	UF Code	Description	Condition	Plan Type	Cost
1817953	Restroom- men	B2032	Exterior Door, Steel, Replace	Poor	Performance/Integrity	$1,318
1817900	Playground	G2045	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	Poor	Performance/Integrity	$1,071
1817912	Site	G2055	Landscaping, Sod at Eroded Areas, Add/Install	Poor	Performance/Integrity	$1,315

ID	Location Description	UF Code	Description	Condition	Plan Type	Cost
1818153	Common area restrooms	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$8,235
1817903	Restrooms	Z108X	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	NA	Accessibility	$176
TOTAL						$12,114

Key Findings



Pedestrian Pavement in Poor condition.

Sidewalk, Concrete Sections/Small Areas
Acuna Park Sidewalk

Uniformat Code: G2031
Recommendation: **Replace in 2021**

Priority Score: **95.0**

Plan Type: Safety

Cost Estimate: $16,500

**$$**$$

Isolated areas of cracks and uneven surface. - AssetCALC ID: 1817938



Roof Structure in Poor condition.

Pitched, Wood Rafters
Acuna Park Roof

Uniformat Code: B1022
Recommendation: **Replace in 2021**

Priority Score: **90.0**

Plan Type: Performance/Integrity

Cost Estimate: $17,900

**$$**$$

Wood rafter are rotting throughout - AssetCALC ID: 1817917



Roof in Poor condition.

Built-Up
Acuna Park Roof

Uniformat Code: B3011
Recommendation: **Replace in 2021**

Priority Score: **90.0**

Plan Type: Performance/Integrity

Cost Estimate: $9,800

**$**$$$

Roof replacement to coincide with roof structural repair. - AssetCALC ID: 1817868



Exterior Wall in Poor condition.

Aluminum Screen
Acuna Park Throughout

Uniformat Code: B2011
Recommendation: **Replace in 2022**

Priority Score: **90.0**

Plan Type:
Performance/Integrity

Cost Estimate: $400

**$**$$$

The screen are corroded - AssetCALC ID: 1817930



Exterior Wall in Poor condition.

any Painted Surface, 1-2 Stories
Acuna Park Building exterior

Uniformat Code: B2011
Recommendation: **Prep & Paint in 2022**

Priority Score: **89.9**

Plan Type:
Performance/Integrity

Cost Estimate: $4,000

**$**$$$

The paint is faded and chipped off - AssetCALC ID: 1817877



Light Fixture in Poor condition.

Exterior Flood (any type w/ LED Replacement), 100 W
Acuna Park Building exterior

Uniformat Code: D5022
Recommendation: **Replace in 2021**

Priority Score: **88.0**

Plan Type:
Performance/Integrity

Cost Estimate: $200

**$**$$$

The light enclosure is corroded and not fully operational - AssetCALC ID: 1817861



Exterior Door in Poor condition.

Steel
Acuna Park Utility closet

Uniformat Code: B2032
Recommendation: **Replace in 2021**

Priority Score: **88.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,300

**$**$$$

The doors exhibit corrosion at the bottom - AssetCALC ID: 1817937

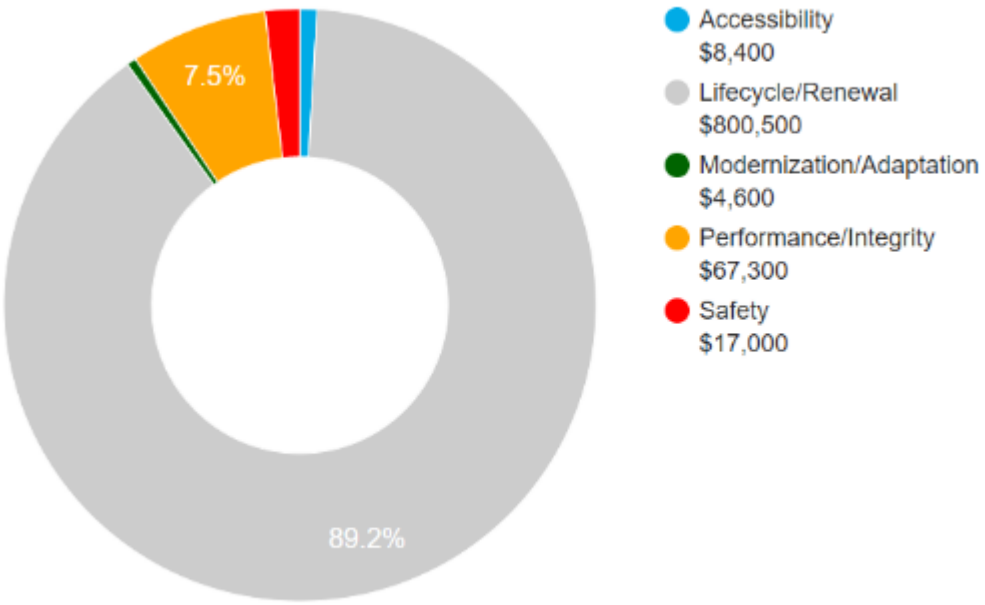
Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions

Safety	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $897,800

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls and wood-framed roofs	Fair
Façade	Painted CMU with aluminum screen windows	Poor
Roof	Primary: Flat construction with built-up finish	Fair
Interiors	Walls: Painted CMU and Unfinished Floors: Elastomeric coating and Unfinished Ceilings: Painted wood and Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair

Systems Summary		
HVAC	No heating or cooling system	--
Fire Suppression	Hydrants	Fair
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: T-8 Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Site Pavement	Asphalt lots with areas of concrete and concrete sidewalks, curbs and ramps	Fair
Site Development	Property entrance signage Playgrounds with park benches and site lights Heavy park benches, picnic tables, trash receptacles Fountains	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present One retaining wall Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer	Good
Site Lighting	Pole-mounted: incandescent Building-mounted: incandescent	Fair
Ancillary Structures	None	--

Systems Summary

Accessibility	Potential major or moderate issues have been identified at this property and a detailed accessibility study is recommended.
Key Issues and Findings	Rusted entrance doors, galvanized or leaking supply piping, building lacks fire suppression, aged electrical infrastructure, rusty aluminum screens, heavy asphalt wear, significant sidewalk trip hazards, Clogged drinking fountain

Systems Expenditure Forecast

System	Immediate	Short Term (1-3 yr.)	Near Term (4-5 yr.)	Med Term (6-10 yr.)	Long Term (11-20 yr.)	TOTAL
Structure	-	$18,500	$600	-	$800	$19,800
Facade	$1,300	$6,700	-	-	$5,600	$13,600
Roofing	-	$10,100	-	-	-	$10,100
Interiors	-	$2,600	$7,600	-	$10,900	$21,100
Plumbing	-	$7,700	$11,200	$15,300	$6,300	$40,600
HVAC	-	$1,900	$2,000	-	$5,300	$9,300
Electrical	-	$200	$15,500	-	-	$15,700
Fire Alarm & Comm	-	-	$4,100	-	$6,300	$10,400
Site Development	$1,100	$12,600	$4,800	$70,800	$83,100	$172,400
Pavement	-	$20,300	$29,000	$3,800	$321,900	$375,000
Site Lighting	-	$4,700	-	$15,900	-	$20,600
Landscaping	$1,300	-	-	$619,800	$25,400	$646,500
Accessibility	$8,400	-	-	-	-	$8,400
TOTALS	**$12,100**	**$85,300**	**$74,800**	**$725,600**	**$465,600**	**$1,363,500**

3. Property Space Use and Observed Areas

Unit Allocation

All 7.4 acres of the property are occupied by the City of Montebello. The spaces are mostly public park with supporting restrooms building.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roof.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☒	☐	☐
Elevators		N/A	

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Kitchens/Kitchenettes		N/A	

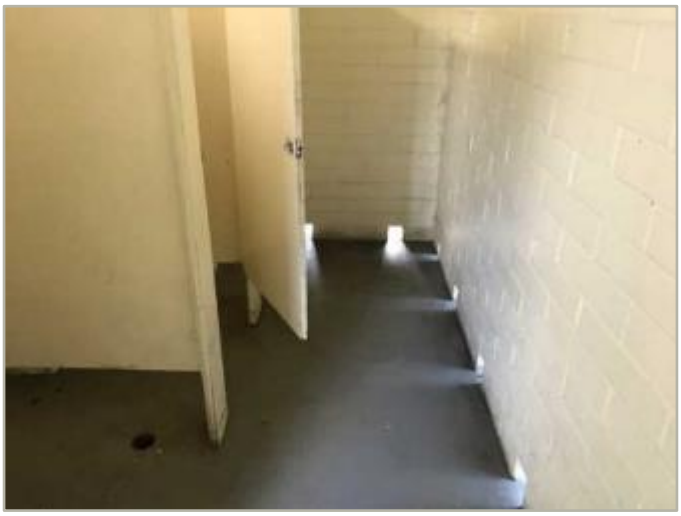
Campus Accessibility: Photographic Overview



Building entrance



Main entrance



Lack of Accessible restroom



Lack of Accessible restroom



Accessible parking



Accessible exterior path of travel

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Acuna Park, 1700 Victoria Avenue, Montebello, CA 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

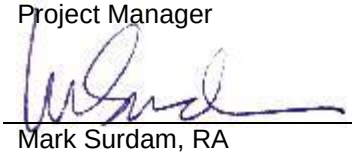
No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Nezar M. Tibi,
Project Manager

Reviewed by:



Mark Surdam, RA
Program Manager
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8. Appendices

Appendix A: Photographic Record
Appendix B: Site and Floor Plans
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	VIEW FROM SOUTH



2	VIEW FROM SOUTHWEST



3	VIEW FROM NORTHEAST



4	VIEW SOUTH FROM NORTHWEST



5	PARKING ALONG VICTORIA FROM WEST



6	PARKING ALONG VICTORIA FROM EAST



7	ADA PARKING ALONG VICTORIA



8	ALLIGATOR CRACKING IN PARKING ASPHALT



9	BACKFLOW PREVENTER



10	DRAINAGE SWALE



11	DETERIORATED LANDSCAPING



12	FLOODED DRINKING FOUNTAIN



13	PATHWAY BRIDGE



14	SIDEWALK



15	RETAINING WALL



16	EXTERIOR RAILING



17	ADA RAMP



18	UNEVEN PEDESTRIAN SIDEWALK



19	CRACKED PEDESTRIAN SIDEWALK



20	FLAGPOLE



21	SITE POLE LIGHT



22	SITE POLE LIGHT



23	PLAY STRUCTURE



24	SWING PLAY STRUCTURE



25	PARK PICNIC TABLE



26	PARK BENCH



27	PARK LARGE BARBECUE GRILL



28	PARK SMALL BARBECUE GRILL



29	PARK TRASH RECEPTACLE



30	DAMAGED PARK TRASH RECEPTACLE



31	RESTROOM BUILDING



32	DETERIORATED EXTERIOR WALLS



33	EXTERIOR LIGHT FIXTURE



34	DETERIORATED ROOF STRUCTURE



35	DETERIORATED ROOF STRUCTURE



36	CAMERAS AND CCTV



37	RESTROOM ROOF



38	RESTROOM STORAGE ROOM EXTERIOR DOOR



39	RESTROOM EXTERIOR DOOR



40	CORROSION AT EXTERIOR DOOR



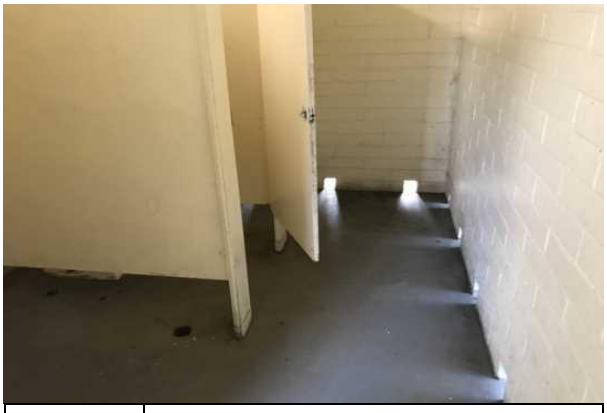
41	RESTROOM PLUMBING SYSTEM



42	ELECTRICAL SYSTEM DISTRIBUTION PANEL



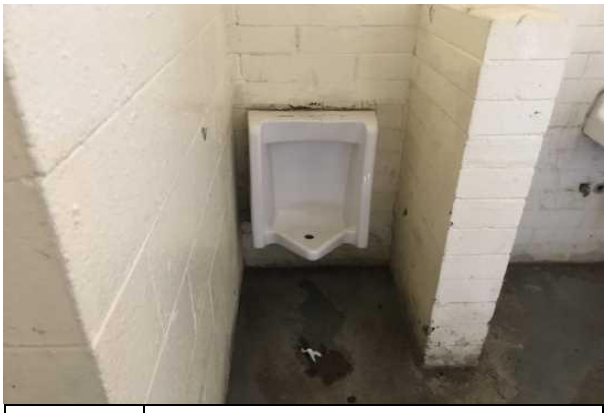
43	INTERIOR LIGHTING SYSTEM



44	NON-COMPLIANT RESTROOM ADA ACCESS



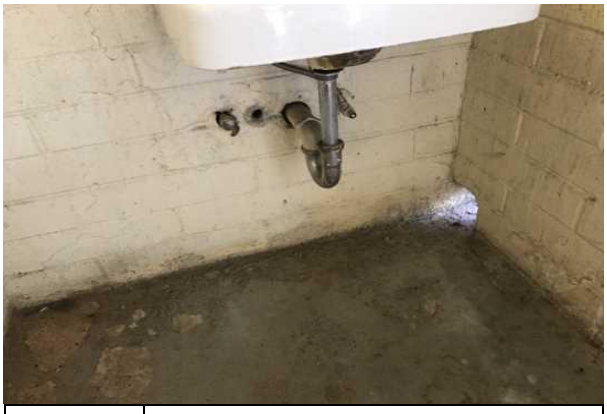
45	TOILET



46	URINAL



47	RESTROOM LAVATORY AND HAND DRYER



48	MISSING LAVATORY ADA PIPE WRAPS

Appendix B:
Site and Floor Plans

Site Plan



Project Number	Project Name
142318.20R000-004.354	Acuna Park City of Montebello
Source	**On-Site Date**
Google	April 2, 2020

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | Acuna Park

UF Code	Location	Condition	Asset/Component/Repair	Quantity		RUL	ID
Structure							
B1012	Site Pathway Bridge	Good	Structural Flooring/Decking, Wood	280	SF	55	1817891
B1015	Site	Fair	Exterior Stair/Ramp Rails, Metal, Refinish	80	LF	5	1817913
B1022	Roof	Poor	Roof Structure, Pitched, Wood Rafters	680	SF	1	1817917
Facade							
B2011	Building exterior	Poor	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,200	SF	2	1817877
B2011	Throughout	Poor	Exterior Wall, Aluminum Screen	44	SF	2	1817930
B2032	Utility closet	Poor	Exterior Door, Steel	2		1	1817937
B2032	Restroom-women	Poor	Exterior Door, Steel	1		1	1817879
B2032	Restroom- men	Poor	Exterior Door, Steel	2		0	1817953
Roofing							
B3011	Roof	Poor	Roof, Built-Up	640	SF	1	1817868
Interiors							
C1031	Restroom-women	Fair	Toilet Partitions, Metal	2		3	1817927
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	1,200	SF	4	1817947
C3021	Utility closet	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	300	SF	3	1817887
C3021	Restrooms	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	330	SF	5	1817873
C3031	Throughout building	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	640	SF	4	1817918
Plumbing							
D2011	Restroom- Men	Fair	Toilet, Wall Hung	1		5	1817914
D2011	Restroom- men	Fair	Toilet, Wall Hung	1		5	1817922
D2011	Restroom-women	Fair	Toilet, Wall Hung	2		5	1817884
D2012	Restroom- men	Fair	Urinal	1		5	1817901
D2014	Restroom- men	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1		5	1817875

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2014	Restroom-women	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	5	1817878
D2018	North of restrooms	Poor	Drinking Fountain, Outside/Site Style	1	1	1817886
D2021	Northeast	Fair	Backflow Preventer, 3 INCH	1	10	1817904
D2021	Site- southwest	Fair	Backflow Preventer, 3 INCH	1	10	1817882
D2029	Utility closet	Poor	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	640 SF	1	1817890
HVAC						
D3099	Restroom- men	Fair	Hand Dryer, Restroom	1	5	1817897
D3099	Restroom-women	Fair	Hand Dryer, Restroom	1	3	1817881
Electrical						
D5019	Utility closet	Fair	Full Electrical System Upgrade, Low Density/Complexity	640 SF	5	1817896
D5022	Building exterior	Poor	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	1	1	1817861
D5029	Throughout building	Fair	Lighting System, Interior, Low Density & Standard Fixtures	640 SF	5	1817864
Fire Alarm & Comm						
D5038	Throughout building	Fair	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	640 SF	5	1817921
Pavement						
G2022	Parking lot	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	6,500 SF	1	1817928
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	6,500 SF	5	1817907
G2031	Sidewalk	Poor	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	750 SF	1	1817938
G2031	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	17,500 SF	20	1817894
Site Development						
G2042	South entrance	Fair	Retaining Wall, Concrete Masonry Unit (per SF Face)	220 SF	20	1817926
G2044	Site	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	10	1817874

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2044	South entrance	Fair	Signage, Property, Monument/Pylon, Composite, Replace/Install	1	5	1817934
G2045	Playground	Poor	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	0	1817900
G2045	Site	Fair	Park Grill (Barbeque), Grill barbecue	1	7	1817893
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817902
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817910
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1817943
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	6	3	1817880
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817952
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817942
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817876
G2045	Site	Fair	Park Grill (Barbeque), Grill barbecue	1	7	1817925
G2045	Site	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	10	1817867
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817862
G2045	Site	Fair	Park Grill (Barbeque), Grill barbecue	1	7	1817924
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817950
G2045	Playground	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1817919
G2045	Site	Fair	Park Grill (Barbeque), Grill barbecue	1	7	1817888
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817954
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817866
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817895
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817949

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Site	Fair	Park Grill (Barbeque), Grill barbecue	1	7	1817871
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817865
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817951
G2045	Playground	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1817946
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817883
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817923
G2045	Site	Poor	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	1	1817932
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817915
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1817944
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817920
G2045	Site	Poor	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	1	1817908
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817945
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817931
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817905
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817906
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817863
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	10	1817872
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817936
G2045	Site	Fair	Park Grill (Barbeque), Grill barbecue	1	7	1817929
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817948

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Playground	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1817939
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817916
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	15	1817889
G2047	Playground	Poor	Play Structure, Very Small	1	1	1817899
G2047	Playground	Fair	Play Structure, Medium	1	10	1817940
G2047	Playground	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	3,900 SF	10	1817898
G2047	Playground	Fair	Play Structure, Swing Set only, 2 Seats	1	5	1817869
G2048	Site	Fair	Flagpole, Metal	1	10	1817885
Landscaping						
G2052	Site	Good	Landscaping, Drainage Swale, Concrete, Replace/Install	320 LF	20	1817909
G2055	Site	Poor	Landscaping, Sod at Eroded Areas, Add/Install	1,200 SF	0	1817912
G2057	Landscaping	Fair	Irrigation System, Replace/Install	240,000 SF	10	1817933
Site Lighting						
G4021	Site	Poor	Site Pole Light, 16' High, 400 WATT, Replace/Install	1	2	1817941
G4021	Site	Fair	Site Pole Light, Dual Fixture, 400 WATT, Replace/Install	1	10	1817892
G4021	Site	Fair	Site Pole Light, 16' High, 400 WATT, Replace/Install	1	10	1817911
Accessibility						
Z105X	Common area restrooms	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1818153
Z108X	Restrooms	NA	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	2	0	1817903

Appendix E:
Replacement Reserves

Replacement Reserves Report

Acuna Park

4/8/2020

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B1015	Site	1817913	Exterior Stair/Ramp Rails, Metal, Refinish	10	5	5	80	LF	$6.04	$483						$483										$483							**$966**
B1022	Roof	1817917	Roof Structure, Pitched, Wood Rafters, Replace	75	74	1	680	SF	$26.35	$17,919		$17,919																					**$17,919**
B2011	Building exterior	1817877	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	8	2	1200	SF	$3.29	$3,953			$3,953										$3,953									**$7,906**
B2011	Throughout	1817930	Exterior Wall, Aluminum Screen, Replace	40	38	2	44	SF	$9.88	$435			$435																			**$435**
B2032	Restroom- men	1817953	Exterior Door, Steel, Replace	40	40	0	2	EA	$658.80	$1,318	$1,318																					**$1,318**
B2032	Utility closet	1817937	Exterior Door, Steel, Replace	40	39	1	2	EA	$658.80	$1,318		$1,318																				**$1,318**
B2032	Restroom- women	1817879	Exterior Door, Steel, Replace	40	39	1	1	EA	$658.80	$659		$659																				**$659**
B3011	Roof	1817868	Roof, Built-Up, Replace	25	24	1	640	SF	$15.37	$9,838		$9,838																				**$9,838**
C1031	Restroom- women	1817927	Toilet Partitions, Metal, Replace	20	17	3	2	EA	$933.30	$1,867				$1,867																		**$1,867**
C3012	Throughout building	1817947	Interior Wall Finish, any surface, Prep & Paint	10	6	4	1200	SF	$1.65	$1,976					$1,976										$1,976							**$3,953**
C3021	Utility closet	1817887	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	7	3	300	SF	$1.65	$494				$494										$494								**$988**
C3021	Restrooms	1817873	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	5	5	330	SF	$9.88	$3,261						$3,261										$3,261						**$6,522**
C3031	Throughout building	1817918	Interior Ceiling Finish, any flat surface, Prep & Paint	10	6	4	640	SF	$2.20	$1,405					$1,405										$1,405							**$2,811**
D2011	Restroom- Men	1817914	Toilet, Wall Hung, , Replace	30	25	5	1	EA	$1,427.40	$1,427						$1,427																**$1,427**
D2011	Restroom- men	1817922	Toilet, Wall Hung, , Replace	30	25	5	1	EA	$1,427.40	$1,427						$1,427																**$1,427**
D2011	Restroom- women	1817884	Toilet, Wall Hung, , Replace	30	25	5	2	EA	$1,427.40	$2,855						$2,855																**$2,855**
D2012	Restroom- men	1817901	Urinal, , Replace	30	25	5	1	EA	$658.80	$659						$659																**$659**
D2014	Restroom- men	1817875	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	25	5	1	EA	$1,647.00	$1,647						$1,647																**$1,647**
D2014	Restroom- women	1817878	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	25	5	1	EA	$1,647.00	$1,647						$1,647																**$1,647**
D2018	North of restrooms	1817886	Drinking Fountain, Outside/Site Style, Replace	15	14	1	1	EA	$3,952.80	$3,953		$3,953														$3,953						**$7,906**
D2021	Northeast	1817904	Backflow Preventer, 3 INCH, Replace	30	20	10	1	EA	$5,709.60	$5,710											$5,710											**$5,710**
D2021	Site- southwest	1817882	Backflow Preventer, 3 INCH, Replace	30	20	10	1	EA	$5,709.60	$5,710											$5,710											**$5,710**
D2029	Utility closet	1817890	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	39	1	640	SF	$5.49	$3,514		$3,514																				**$3,514**
D3099	Restroom- women	1817881	Hand Dryer, Restroom, Replace	10	7	3	1	EA	$1,756.80	$1,757				$1,757										$1,757								**$3,514**
D3099	Restroom- men	1817897	Hand Dryer, Restroom, Replace	10	5	5	1	EA	$1,756.80	$1,757						$1,757										$1,757						**$3,514**
D5019	Utility closet	1817896	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	35	5	640	SF	$14.27	$9,135						$9,135																**$9,135**
D5022	Building exterior	1817861	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	19	1	1	EA	$230.58	$231		$231																				**$231**
D5029	Throughout building	1817864	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	15	5	640	SF	$6.59	$4,216						$4,216																**$4,216**
D5038	Throughout building	1817921	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	15	10	5	640	SF	$5.49	$3,514						$3,514															$3,514	**$7,027**
G2022	Parking lot	1817928	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	6500	SF	$0.49	$3,212		$3,212					$3,212					$3,212				$3,212						**$12,847**
G2022	Parking lot	1817907	Parking Lots, Asphalt Pavement, Mill & Overlay	25	20	5	6500	SF	$3.84	$24,980						$24,980																**$24,980**
G2031	Sidewalk	1817938	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	49	1	750	SF	$21.96	$16,470		$16,470																				**$16,470**
G2031	Sidewalk	1817894	Pedestrian Pavement, Sidewalk, Concrete Large Areas, Replace	50	30	20	17500	SF	$9.88	$172,935																					$172,935	**$172,935**
G2042	South entrance	1817926	Retaining Wall, Concrete Masonry Unit (per SF Face), Replace	40	20	20	220	SF	$65.88	$14,494																					$14,494	**$14,494**
G2044	South entrance	1817934	Signage, Property, Monument/Pylon, Composite, Replace/Install	20	15	5	1	EA	$2,745.00	$2,745						$2,745																**$2,745**
G2044	Site	1817874	Signage, Property, Monument/Pylon, Replace/Install	20	10	10	1	EA	$3,843.00	$3,843											$3,843											**$3,843**
G2045	Playground	1817900	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	23	0	1	EA	$1,070.55	$1,071	$1,071																				$1,071	**$2,141**
G2045	Site	1817932	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	29	1	1	EA	$883.89	$884		$884																				**$884**
G2045	Site	1817908	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	29	1	1	EA	$883.89	$884		$884																				**$884**
G2045	Site	1817880	Site Furnishings - Metal Trash Receptacles, , Replace	15	12	3	6	EA	$613.78	$3,683				$3,683																		**$7,365**
G2045	Site	1817893	Park Grill (Barbeque), Grill barbecue, Replace	15	8	7	1	EA	$996.98	$997								$997														**$997**
G2045	Site	1817925	Park Grill (Barbeque), Grill barbecue, Replace	15	8	7	1	EA	$1,824.88	$1,825								$1,825														**$1,825**
G2045	Site	1817924	Park Grill (Barbeque), Grill barbecue, Replace	15	8	7	1	EA	$996.98	$997								$997														**$997**
G2045	Site	1817888	Park Grill (Barbeque), Grill barbecue, Replace	15	8	7	1	EA	$1,824.88	$1,825								$1,825														**$1,825**
G2045	Site	1817871	Park Grill (Barbeque), Grill barbecue, Replace	15	8	7	1	EA	$1,824.88	$1,825								$1,825														**$1,825**
G2045	Site	1817929	Park Grill (Barbeque), Grill barbecue, Replace	15	8	7	1	EA	$996.98	$997								$997														**$997**

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
G2045	Site	1817910	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Site	1817943	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$1,070.55	$1,071											$1,071											**$1,071**
G2045	Site	1817952	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Site	1817867	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	10	10	1	EA	$1,043.10	$1,043											$1,043											**$1,043**
G2045	Playground	1817919	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$1,070.55	$1,071											$1,071											**$1,071**
G2045	Site	1817895	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Site	1817865	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Playground	1817946	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$1,070.55	$1,071											$1,071											**$1,071**
G2045	Site	1817883	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Site	1817944	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$1,070.55	$1,071											$1,071											**$1,071**
G2045	Site	1817906	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Site	1817872	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	20	10	1	EA	$883.89	$884											$884											**$884**
G2045	Playground	1817939	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$1,070.55	$1,071											$1,071											**$1,071**
G2045	Site	1817902	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817942	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817876	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817862	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817950	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817954	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817866	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817949	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817951	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817923	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817915	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817920	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817945	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817931	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817905	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817863	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817936	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817948	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817916	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2045	Site	1817889	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	10	15	1	EA	$1,564.65	$1,565															$1,565							**$1,565**
G2047	Playground	1817899	Play Structure, Very Small, Replace	20	19	1	1	EA	$6,588.00	$6,588		$6,588																				**$6,588**
G2047	Playground	1817869	Play Structure, Swing Set only, 2 Seats, Replace	20	15	5	0.5	EA	$2,745.00	$1,373						$1,373																**$1,373**
G2047	Playground	1817940	Play Structure, Medium, Replace	20	10	10	1	EA	$21,960.00	$21,960											$21,960											**$21,960**
G2047	Playground	1817898	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	10	10	3900	SF	$0.98	$3,833											$3,833											**$3,833**
G2048	Site	1817885	Flagpole, Metal, Replace	30	20	10	1	EA	$2,745.00	$2,745											$2,745											**$2,745**
G2052	Site	1817909	Landscaping, Drainage Swale, Concrete, Replace/Install	30	10	20	320	LF	$43.92	$14,054																					$14,054	**$14,054**
G2055	Site	1817912	Landscaping, Sod at Eroded Areas, Add/Install	0	0	0	1200	SF	$1.10	$1,315	$1,315																					**$1,315**
G2057	Landscaping	1817933	Irrigation System, , Replace/Install	25	15	10	240000	SF	$1.92	$461,160											$461,160											**$461,160**
G4021	Site	1817941	Site Pole Light, 16' High, 400 WATT, Replace/Install	20	18	2	1	EA	$4,392.00	$4,392			$4,392																			**$4,392**
G4021	Site	1817892	Site Pole Light, Dual Fixture, 400 WATT, Replace/Install	20	10	10	1	EA	$7,466.40	$7,466											$7,466											**$7,466**
G4021	Site	1817911	Site Pole Light, 16' High, 400 WATT, Replace/Install	20	10	10	1	EA	$4,392.00	$4,392											$4,392											**$4,392**
Z105X	Common area restrooms	1818153	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$8,235.00	$8,235	$8,235																					**$8,235**
Z108X	Restrooms	1817903	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	0	0	0	2	EA	$87.84	$176	$176																					**$176**
Totals, Unescalated											**$12,114**	**$65,468**	**$8,780**	**$7,800**	**$3,382**	**$61,125**	**$3,212**	**$8,466**	**$0**	**$0**	**$529,401**	**$3,212**	**$3,953**	**$2,251**	**$3,382**	**$36,794**	**$7,164**	**$0**	**$3,683**	**$0**	**$206,067**	**$966,253**
Totals, Escalated (3.0% inflation, compounded annually)											**$12,114**	**$67,432**	**$9,314**	**$8,523**	**$3,806**	**$70,861**	**$3,835**	**$10,412**	**$0**	**$0**	**$711,471**	**$4,446**	**$5,636**	**$3,306**	**$5,115**	**$57,323**	**$11,497**	**$0**	**$6,270**	**$0**	**$372,180**	**$1,363,541**

* Markup/LocationFactor (1.098) has been included in unit costs.

Appendix F:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1817904	D2021	**Backflow Preventer**	3 INCH	Northeast	Inaccessible	Inaccessible	Inaccessible	2000		1
2	1817882	D2021	**Backflow Preventer**	3 INCH	Site- southwest	Inaccessible	Inaccessible	Inaccessible	2000		1

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1817897	D3099	**Hand Dryer**		Restroom- men				2015		1
2	1817881	D3099	**Hand Dryer**		Restroom- women				2013		1

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1817861	D5022	**Light Fixture**		Building exterior				2000		1

G40 OTHER

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1817941	G4021	**Site Pole Light, 16' High**	400 WATT	Site				2000		1
2	1817911	G4021	**Site Pole Light, 16' High**	400 WATT	Site				2010		1
3	1817892	G4021	**Site Pole Light, Dual Fixture**	400 WATT	Site				2010		1

SECTION IV-E
Sanchez Adobe Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Sanchez Adobe Park
946 North Adobe Avenue
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-006.354

DATE OF REPORT:
June 5, 2020

ON SITE DATE:
April 23, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Museum
Main Address	946 North Adobe Avenue, Montebello, California 90640
Site Developed	1960's
Site Area	1.48 acres (estimated)
Parking Spaces	4 total spaces all in open lots; 1 of which are accessible
Building Area	7,720 SF
Number of Stories	One
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 23, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Michael Singleton 619.294.4477 X134 phone
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The Sanchez Adobe Museum was originally constructed in the 1960's. The restroom building was constructed around 1990's.

Architectural

The main building consists of wood frame construction on concrete slab with integral footings. The asphalt shingle roof is in fair condition with exception of isolated areas of deterioration. The restroom building is constructed of concrete masonry units on a concrete slab floor with a heavy timber framed roof. Areas of deteriorated roof wood rafter are in need of repairs. It has not been renovated in the recent years. The exterior CMU walls are in need for a fresh paint and repair of the women's restroom entrance.

In general, the structures appear to be sound, with no significant areas of settlement or structural-related deficiencies observed Most interior finishes seem to be original to the building. Renovation for most interior and exterior finishes is recommended in the next three years. Renovation for most interior and exterior finishes is recommended in the next three years.

Mechanical, Electrical, Plumbing and Fire (MEPF)

There are no heating or cooling systems. The plumbing piping system is only in the restroom building and it is in fair condition and it has been renovated in the last few years. Hot water is not provided. Typical lifecycle replacements of the plumbing fixtures are budgeted and anticipated.

The electrical system and lighting fixtures are in fair condition. The buildings are not provided with a fire alarm system or fire suppression system.

Site

In general, the site has been well maintained. The site contains moderate landscaping, which is served by in-ground irrigation systems. There is one lunch and barbeque shelter on site, and they are in fair condition. A brick fire pit is located at the rear of the main building and it is in fair condition. The concrete sidewalk is in fair overall condition with the exception of an areas require some repair. The parking lot area is in fair to poor condition and require sealing and striping.

Recommended Additional Studies

No additional studies recommended at this time.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	4	Asphalt parking		X		
		Accessible Parking	1	Asphalt parking		X		
G2030	**Walks**							
		Concrete	3,300	Sidewalk		X		Isolated areas of concrete cracks
G4020	**Lighting**							
		Pathway (8'-12')	1	Main entrance		X		
G2050	**Landscape**							
		Grass (Turf)	30,000	Landscaping		X	X	Eroded small area
		Shrubs		Throughout		X		
		Trees		Throughout		X		
G2057	**Irrigation**							
		Sprinkler system	30,000	Landscaping		X		
G2045	**Site Furnishings**							
		Benches, Picnic	7	Lunch shelter		X		
		Benches, Seating	3	Landscaping		X		
		Drinking Fountain	1	Restroom building		X		
		Receptacle, Trash	6	Throughout		X		
		Barbeque	3	Lunch shelter		X		
G2046	**Fountains, Pools, & Watercourses**							
		N/A						

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
G2047	**Playing Fields**							
		N/A						
G2049	**Miscellaneous Structures**							
		Shelter, Small	1	Lunch shelter		X		
		Restroom	1	Common restrooms		X		
G2050	**Miscellaneous Recreation**							
		Picnic Ground	900	Lunch shelter		X		

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Sanchez Adobe Museum / Main Building	$320	7,080	$2,265,600	0.2%	0.6%	5.8%	9.9%
Sanchez Adobe Museum / Restrooms Building	$225	640	$144,000	1.8%	4.8%	15.5%	44.8%
Sanchez Adobe Museum / Site	$0	0	$1	0.0%	0.0%	0.0%	0.0%

Immediate Needs

Not applicable

Key Findings

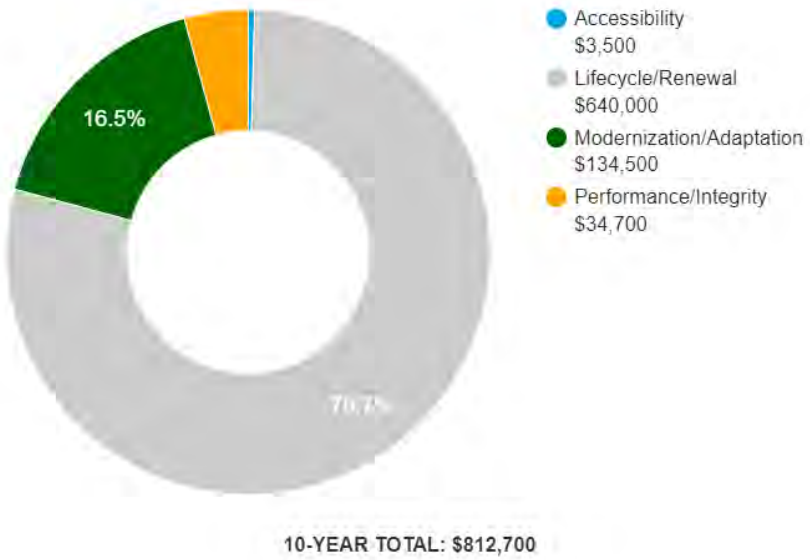
Not applicable

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



2. Main Building





Main Building: Systems Summary		
Address	946 North Adobe Avenue, Montebello, California	
Constructed/Renovated	1960's	
Building Size	7,080 SF	
Number of Stories	One	
System	*Description*	*Condition*
Structure	Conventional wood frame structure on concrete slab/ with raised floor	Fair
Façade	Stucco with wood windows	Fair
Roof	Primary: Gable construction with wood shake/shingle	Fair
Interiors	Walls: Painted gypsum board Floors: wood Ceilings: Painted wood	Fair
Elevators	None	--
Plumbing	None	--
HVAC	None	--

Main Building: Systems Summary

Fire Suppression	None	--
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: T-8 Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire suppression, isolated areas of roof repair, isolated areas of wood flooring repair, building lacks fire alarm system	

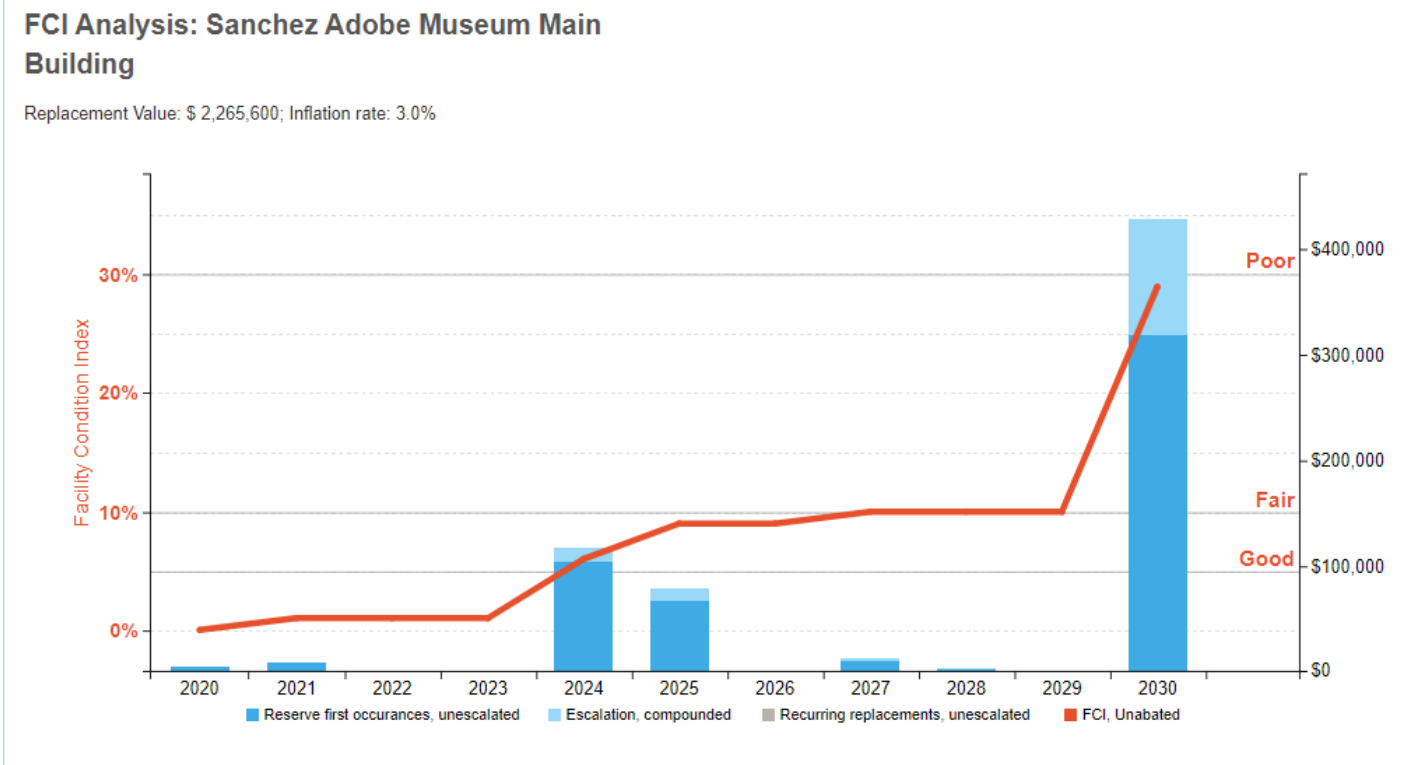
Main Building: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	$4,400	-	-	-	-	$4,400
Facade	-	-	$36,300	$91,200	$48,800	$176,300
Roofing	-	$8,600	-	$81,500	-	$90,000
Interiors	-	-	$41,800	-	$284,400	$326,200
Fire Suppression	-	-	$53,400	-	-	$53,400
HVAC	-	-	-	-	$10,800	$10,800
Electrical	-	-	-	$270,900	-	$270,900
Fire Alarm & Comm	-	-	$64,000	-	-	$64,000
TOTALS	**$4,400**	**$8,600**	**$195,500**	**$443,600**	**$344,000**	**$996,000**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



3. Restroom Building





Restroom Building : Systems Summary		
Address	946 North Adobe Avenue, Montebello, California	
Constructed/Renovated	1990's	
Building Size	640 SF	
Number of Stories	One	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Fair
Façade	Stucco with aluminum windows	Fair
Roof	Primary: Flat construction with built-up finish	Fair
Interiors	Walls: Painted CMU and Unfinished Floors: elastomeric coating Ceilings: Painted wood and Unfinished	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair
HVAC	No heating or cooling system	--

Restroom Building : Systems Summary

Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: incandescent Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire suppression, repair roof wood rafters, repair damaged exterior wall, building lacks fire alarm system	

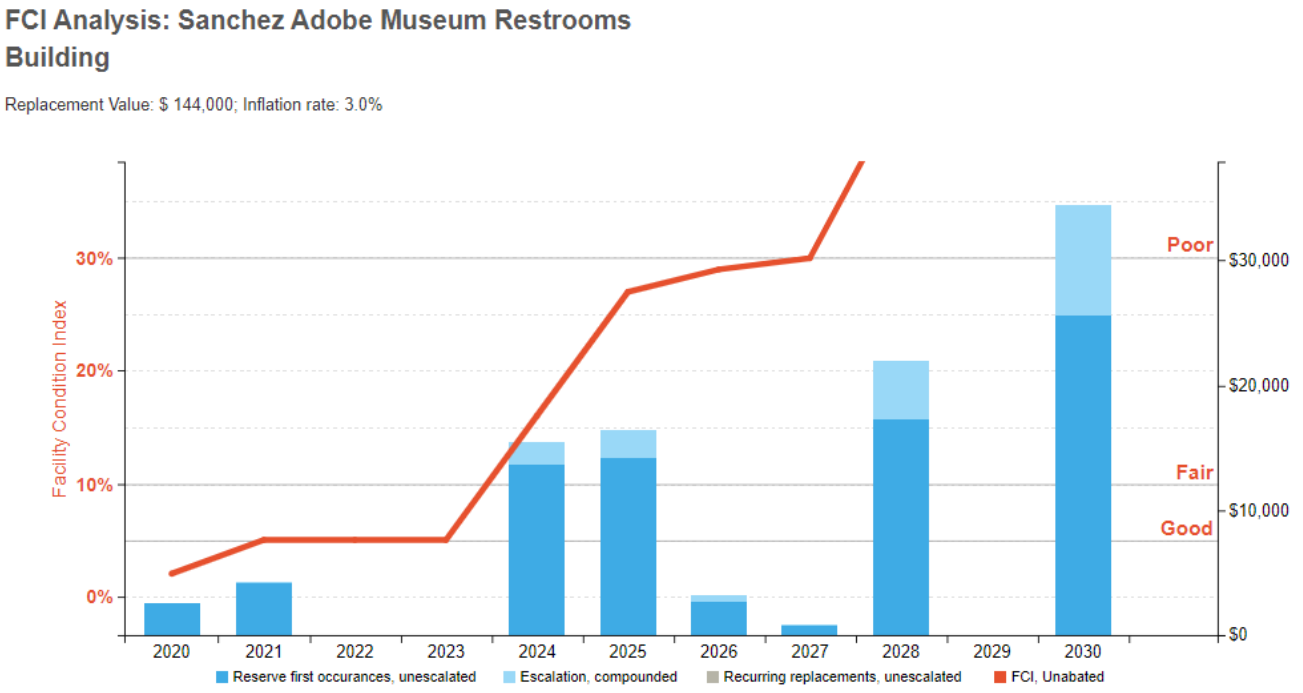
Restroom Building: Systems Expenditure Forecast

System Expenditure Forecast

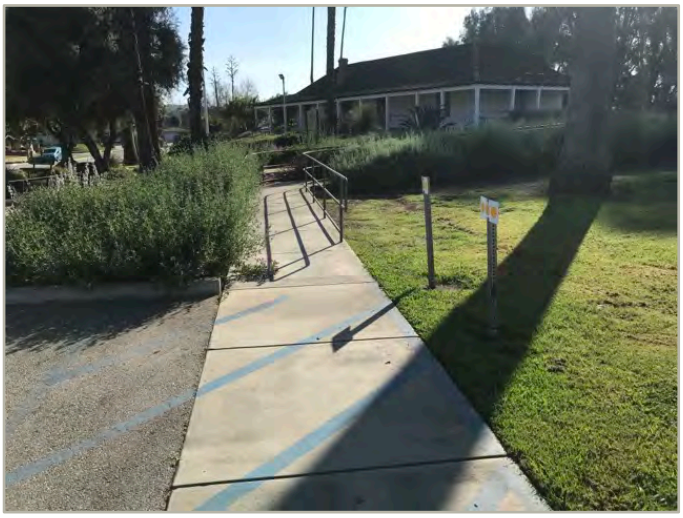
System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	$4,300	-	-	-	$4,300
Facade	$2,400	-	$5,300	-	$9,400	$17,100
Roofing	-	-	-	-	$17,100	$17,100
Interiors	-	-	$11,200	$7,400	$33,100	$51,700
Plumbing	-	-	-	$30,600	-	$30,600
Fire Suppression	-	-	$4,800	-	-	$4,800
HVAC	-	-	$4,800	-	$6,500	$11,300
Electrical	-	-	-	$22,400	-	$22,400
Fire Alarm & Comm	-	-	$5,800	-	-	$5,800
Accessibility	$200	-	-	-	-	$200
TOTALS	**$2,600**	**$4,300**	**$31,900**	**$60,400**	**$66,100**	**$165,300**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



4. Site Summary





Site Information		
Lot Size	1.48 acres (estimated)	
Parking Spaces	4 total spaces all in open lots; 1 of which are accessible	
System	*Description*	*Condition*
Pavement/Flatwork	Asphalt lots with areas of concrete and concrete sidewalks, curbs, ramps, and stairs	Fair
Site Development	Property entrance signage, wrought iron fencing Limited park benches, picnic tables, trash receptacles, lunch shelter, barbeque, flagpole	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric	Fair
Site Lighting	Pole-mounted: LED Building-mounted: incandescent	Fair
Ancillary Structures	Fire pit, barbecue area	Fair
Accessibility	Presently it does not appear an accessibility study is needed for the exterior site areas. See Appendix C.	
Key Issues and Findings	Concrete sidewalk cracks, large eroded landscaping area	

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	$200	-	$2,700	$2,900
Facade	-	-	-	-	$10,300	$10,300
Roofing	-	-	-	-	$3,900	$3,900
Electrical	-	-	-	$3,100	-	$3,100
Site Development	-	-	-	$37,100	$46,400	$83,500
Pavement	-	$9,500	-	$1,500	$28,800	$39,800
Landscaping	$6,700	-	-	-	$219,100	$225,800
Accessibility	$3,300	-	-	-	-	$3,300
TOTALS	**$10,000**	**$9,500**	**$200**	**$41,700**	**$311,200**	**$372,600**

5. Property Space Use and Observed Areas

Unit Allocation

All 7,720 square feet of the property are occupied by the City of Montebello. The spaces are mostly a museum building and common restroom building with storage areas.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Women's restroom, Locked room and no key
- Roof at restroom building, Lack of ladder or other means of egress

6. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

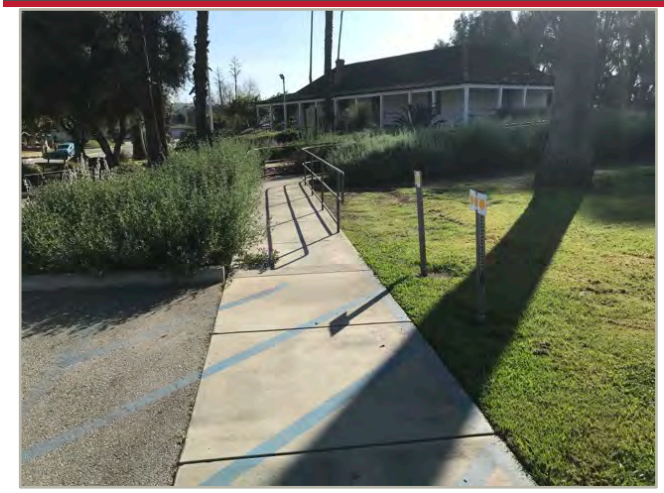
The facility was originally constructed in 1960's. The facility was not subsequently renovated. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior or pending litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☐	☐	☒
Elevators		N/A	
Kitchens/Kitchenettes		N/A	

Campus Accessibility: Photographic Overview



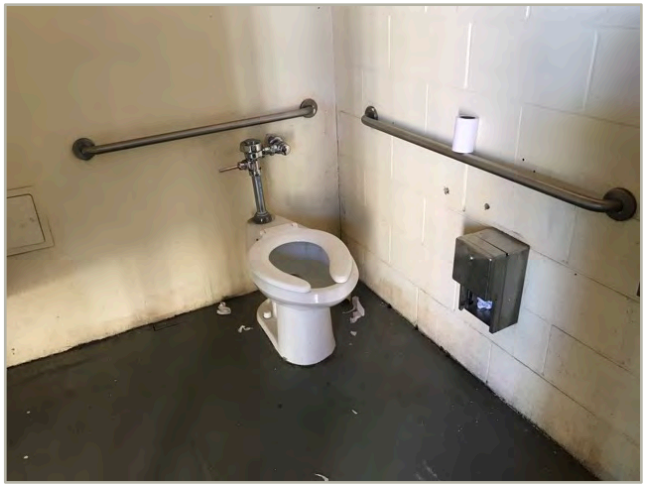
Building entrance with ramp



Restroom building entrance



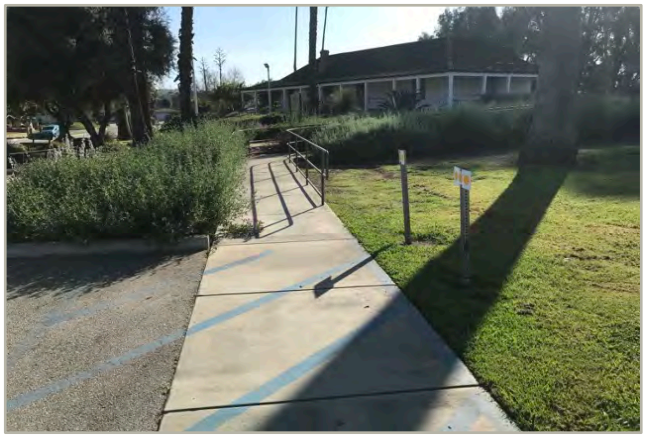
Accessible restroom accommodations



Accessible restroom accommodations



Accessible parking



Accessible parking

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few door knobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few door knobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

7. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

8. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

9. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Sanchez Adobe Museum, 946 North Adobe Avenue, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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10. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



2	LEFT ELEVATION



3	REAR ELEVATION



4	RIGHT ELEVATION



5	RESTROOM FRONT ELEVATION



6	RESTROOM REAR ELEVATION



7	PARKING LOTS



8	ADA, PARKING MISSING SIGN



9	PEDESTRIAN PAVEMENT SIDEWALK



10	DAMAGED PEDESTRIAN PAVEMENT SIDEWALK



11	ADA SIDEWALK



12	ADA RAMP



13	LANDSCAPING



14	FENCE



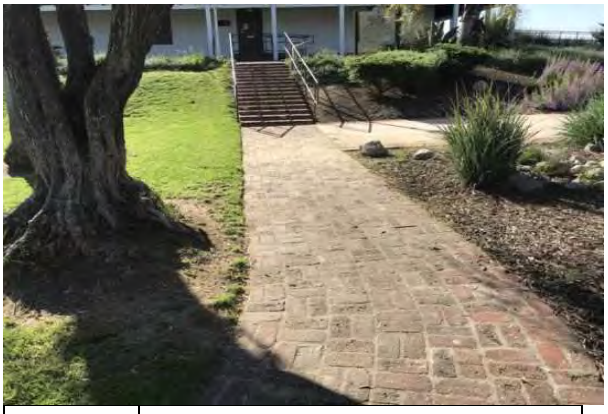
15	ERODED LANDSCAPING AREAS



16	FIRE PIT



17	BARBECUE AREA



18	MAIN ENTRANCE



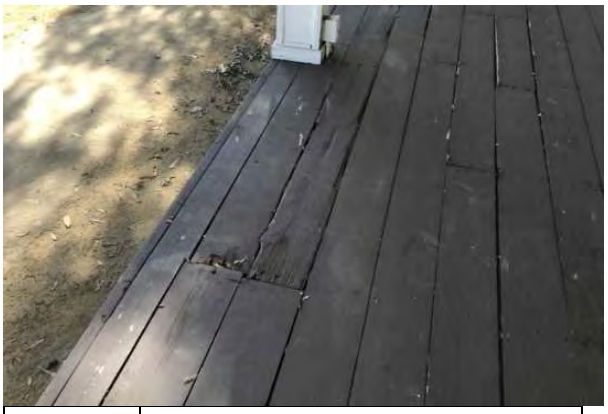
19	PROPERTY SIGNAGE



20	RAMP AT MAIN DOOR ENTRANCE



21	DAMAGED WOOD STAIRS



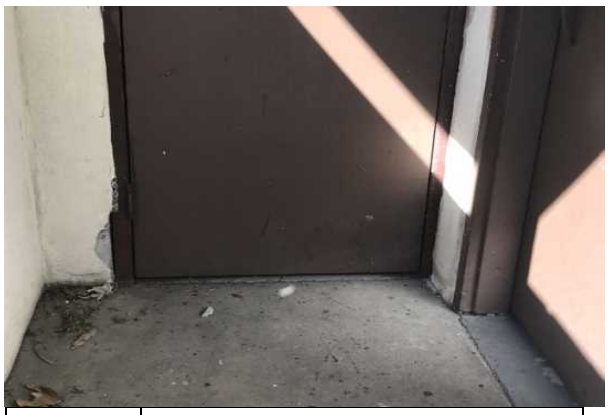
22	DAMAGED WOOD FLOORING



23	RESTROOM DAMAGED ROOF RAFTERS



24	RESTROOM DAMAGED ROOF RAFTERS



25	RESTROOM DAMAGED STUCCO



26	PICNIC TABLES



27	PARK BENCHS



28	PARK BENCH



29	BARBECUE GRILL



30	TRASH RECEPTACLE



31	ROOF



32	DAMAGED ROOF AREAS



33	RESTROOM ROOF



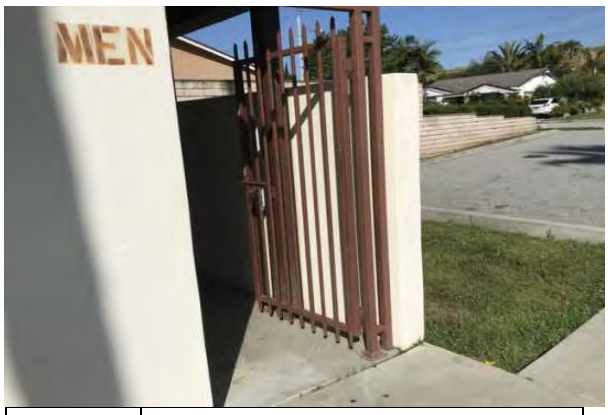
34	FIRE PIT ROOF



35	MAIN EXTERIOR DOOR



36	EXTERIOR WINDOW



37	RESTROOM EXTERIOR DOOR



38	RESTROOM INTERIOR DOOR



39	ELECTRICAL DISTRIBUTION SYSTEM



40	DRINKING FOUNTAIN



41	MAIN BUILDING INTERIOR LOBBY



42	MAIN BUILDING INTERIOR LOBBY



43	MAIN BUILDING MUSEUM DISPLAY



44	MAIN BUILDING FIRE PLACE



45	RESTROOM TOILET PARTITIONS



46	RESTROOM TOILET



47	SINK/LAVATORY AND URINAL



48	RESTROOM HAND DRYER

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-006.354	Sanchez Adobe Museum
Source	**On-Site Date**
Google	April 23, 2020

N

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | Sanchez Adobe Museum / Main Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1012	Walkway	Poor	Structural Flooring/Decking, Wood, Repair	300 SF	0	1823826
Facade						
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	7,800 SF	5	1823850
B2016	Soffit	Fair	Soffit, Wood	1,600 SF	10	1823887
B2021	Building exterior	Fair	Window, 24 SF	11	10	1823828
B2032	Building exterior	Fair	Exterior Door, Wood Solid-Core	11	7	1823885
Roofing						
B3011	Roof	Poor	Roof, Wood Shake/Shingle	1,000 SF	1	1823846
B3011	Roof	Fair	Roof, Wood Shake/Shingle	7,300 SF	10	1823851
Interiors						
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	8,500 SF	5	1823876
C3024	Throughout building	Fair	Interior Floor Finish, Wood Strip	7,080 SF	16	1823880
C3031	Throughout building	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	7,080 SF	5	1823842
Fire Suppression						
D4019	Throughout building	NA	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	7,080 SF	4	1823862
HVAC						
D3023	Building interior- fireplace	Fair	Fireplace, Wood	1	13	1823837
Electrical						
D5019	Throughout	Fair	Full Electrical System Upgrade, Low Density/Complexity	7,080 SF	10	1827551
D5022	Building exterior	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	9	8	1823823
D5029	Throughout building	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	7,080 SF	10	1823822
Fire Alarm & Comm						
D5037	Throughout building	NA	Fire Alarm System, Advanced Addressable, Upgrade/Install	7,080 SF	4	1823849

Component Condition Report | Sanchez Adobe Museum / Restrooms Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1022	Restrooms	Poor	Roof Structure, Pitched, Wood Rafters	150 SF	1	1823869
Facade						
B2011	Restrooms	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	950 SF	5	1823852
B2011	Restrooms- women's	Poor	Exterior Wall, Stucco, 1-2 Stories, Repair	90 SF	0	1823840
B2021	Restrooms	Fair	Window Screen, Aluminum 12 SF, Remove & Replace	4	5	1823867
B2032	Restrooms- women's	Fair	Exterior Door, Steel	1	15	1823892
B2032	Restrooms- men's	Fair	Exterior Door, Steel	1	15	1823824
Roofing						
B3011	Restrooms	Fair	Roof, Built-Up	640 SF	12	1823843
Interiors						

Component Condition Report | Sanchez Adobe Museum / Restrooms Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C1021	Restrooms- women's	Fair	Interior Door, Wood Hollow-Core Residential Closet	2	6	1823835
C1021	Restrooms- men's	Fair	Interior Door, Wood Hollow-Core Residential Closet	2	6	1823878
C1031	Restrooms- women's	Fair	Toilet Partitions, Wood	3	8	1823889
C1031	Restrooms- men's	Fair	Toilet Partitions, Wood	2	8	1823884
C3012	Restrooms	Fair	Interior Wall Finish, any surface, Prep & Paint	950 SF	5	1823836
C3021	Restrooms	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	640 SF	5	1823819
C3031	Restrooms	Fair	Interior Ceiling Finish, Wood	640 SF	14	1823866
Plumbing						
D2011	Restrooms- men's	Fair	Toilet, GPF	1	10	1823821
D2011	Restrooms- women's	Fair	Toilet, GPF	1	10	1823886
D2011	Restrooms- women's	Fair	Toilet, GPF	1	10	1823873
D2011	Restrooms- men's	Fair	Toilet, GPF	1	10	1823855
D2011	Restrooms- women's	Fair	Toilet, GPF	1	10	1823864
D2012	Restrooms- men's	Fair	Urinal, GPF	1	10	1823891
D2014	Restrooms- men's	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	8	1823870
D2014	Restrooms- women's	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	8	1823829
D2018	Restrooms	Fair	Drinking Fountain, Outside/Site Style	1	8	1823853
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	640 SF	10	1827550
Fire Suppression						
D4019	Throughout building	NA	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	640 SF	4	1827552
HVAC						
D3099	Restrooms- women's	Fair	Hand Dryer, Restroom	1	4	1823897
D3099	Restrooms- men's	Fair	Hand Dryer, Restroom	1	4	1823839
Electrical						
D5019	Restrooms	Fair	Full Electrical System Upgrade, Low Density/Complexity	640 SF	10	1823856
D5022	Restrooms	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	3	7	1823845
D5029	Restrooms	Fair	Lighting System, Interior, Low Density & Standard Fixtures	640 SF	8	1823888
Fire Alarm & Comm						
D5037	Throughout building	NA	Fire Alarm System, Advanced Addressable, Upgrade/Install	640 SF	4	1827553
Accessibility						
Z108X	Common area restrooms	NA	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	2	0	1828096

Component Condition Report | Sanchez Adobe Museum / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1012	Shelter	Fair	Structural Flooring/Decking, Wood	1,500 SF	30	1823841
B1012	Site- fire pit	Fair	Structural Flooring/Decking, Wood	90 SF	20	1823860
B1015	Site	Fair	Exterior Stair/Ramp Rails, Metal, Refinish	110 LF	5	1823868
Facade						

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
B2011	Site- fire pit	Fair	Exterior Wall, Brick, 1-2 Stories	80 SF	20	1823893
Roofing						
B3011	Site- fire pit	Fair	Roof, Clay/Concrete Tile	110 SF	15	1823833
Electrical						
D5022	Site	Fair	LED Lighting Fixture, Pole Mounted, 400 W	1	10	1823890
Pavement						
G2016	Main entrance	Fair	Roadways, Information history sign	1	8	1823848
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	1,950 SF	3	1823830
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	1,950 SF	12	1823859
G2031	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	3,300 SF	26	1823875
G2031	Sidewalk	Poor	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	300 SF	1	1823865
G2031	Main entrance	Fair	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers	190 SF	13	1823882
Site Development						
G2041	Site	Fair	Fences & Gates, Wrought Iron, 6' High	320 LF	20	1823894
G2044	Main entrance	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	8	1823838
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	7	1823877
G2045	Shelter	Fair	Park Grill (Barbeque), Barbeque	1	7	1823863
G2045	Site	Fair	Site Furnishings, Park Bench, Metal Powder-Coated	1	10	1823834
G2045	Site	Fair	Site Furnishings, Park Bench, Metal Powder-Coated	1	10	1823854
G2045	Shelter	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823881
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	10	1823831
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	7	1823874
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	10	1823827
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	7	1823896
G2045	Site	Fair	Site Furnishings, Park Bench, Metal Powder-Coated	1	10	1823825
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823879
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	10	1823898
G2045	Shelter	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823895
G2045	Shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	1	10	1823872
G2045	Shelter	Fair	Park Grill (Barbeque), Barbeque	1	7	1823820
G2045	Shelter	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823857
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823899
G2045	Site	Fair	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated	1	15	1823847
G2045	Shelter	Fair	Park Grill (Barbeque), Barbeque	1	7	1823871
G2048	Site	Fair	Flagpole, Metal	1	10	1823832
Landscaping						
G2055	Landscaping	Poor	Landscaping, Sod at Eroded Areas, Add/Install	5,000 SF	0	1823883
G2057	Landscaping	Fair	Irrigation System, Replace/Install	30,000 SF	15	1823861
Accessibility						

Component Condition Report | Sanchez Adobe Museum / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Z106X	Parking lot	NA	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	1	0	1828097
Z106X	Parking lot	NA	ADA, Parking, Designated Stall with Pavement Markings & Signage, Install	1	0	1823858

Appendix E:
Replacement Reserves

Replacement Reserves Report

6/5/2020

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Sanchez Adobe Museum	Main Building	B1012	1823826	Structural Flooring/Decking, Wood, Repair	0	0	0	300	SF	$14.74	$4,421	$4,421																					**$4,421**
Sanchez Adobe Museum	Main Building	B2011	1823850	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	7800	SF	$4.02	$31,346						$31,346										$31,346							**$62,691**
Sanchez Adobe Museum	Main Building	B2016	1823887	Soffit, Wood, Replace	20	10	10	1600	SF	$25.45	$40,723											$40,723											**$40,723**
Sanchez Adobe Museum	Main Building	B2021	1823828	Window, 24 SF, Replace	30	20	10	11	EA	$1,607.47	$17,682											$17,682											**$17,682**
Sanchez Adobe Museum	Main Building	B2032	1823885	Exterior Door, Wood Solid-Core, Replace	25	18	7	11	EA	$937.69	$10,315								$10,315														**$10,315**
Sanchez Adobe Museum	Main Building	B3011	1823846	Roof, Wood Shake/Shingle, Replace	25	24	1	1000	SF	$8.31	$8,305		$8,305																				**$8,305**
Sanchez Adobe Museum	Main Building	B3011	1823851	Roof, Wood Shake/Shingle, Replace	25	15	10	7300	SF	$8.31	$60,628											$60,628											**$60,628**
Sanchez Adobe Museum	Main Building	C3012	1823876	Interior Wall Finish, any surface, Prep & Paint	10	5	5	8500	SF	$2.01	$17,079						$17,079										$17,079							**$34,159**
Sanchez Adobe Museum	Main Building	C3024	1823880	Interior Floor Finish, Wood Strip, Replace	30	14	16	7080	SF	$20.09	$142,261																	$142,261					**$142,261**
Sanchez Adobe Museum	Main Building	C3031	1823842	Interior Ceiling Finish, any flat surface, Prep & Paint	10	5	5	7080	SF	$2.68	$18,968						$18,968										$18,968							**$37,936**
Sanchez Adobe Museum	Main Building	D3023	1823837	Fireplace, Wood, Replace	30	17	13	1	EA	$7,380.98	$7,381														$7,381								**$7,381**
Sanchez Adobe Museum	Main Building	D4019	1823862	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	40	36	4	7080	SF	$6.70	$47,420					$47,420																	**$47,420**
Sanchez Adobe Museum	Main Building	D5019	1827551	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	30	10	7080	SF	$17.41	$123,293											$123,293											**$123,293**
Sanchez Adobe Museum	Main Building	D5022	1823823	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	9	EA	$281.31	$2,532									$2,532													**$2,532**
Sanchez Adobe Museum	Main Building	D5029	1823822	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	10	10	7080	SF	$10.72	$75,873											$75,873											**$75,873**
Sanchez Adobe Museum	Main Building	D5037	1823849	Fire Alarm System, Advanced Addressable, Upgrade/Install	20	16	4	7080	SF	$8.04	$56,905					$56,905																	**$56,905**
Sanchez Adobe Museum	Restrooms Building	B1022	1823869	Roof Structure, Pitched, Wood Rafters, Replace	75	74	1	150	SF	$28.13	$4,220		$4,220																				**$4,220**
Sanchez Adobe Museum	Restrooms Building	B2011	1823840	Exterior Wall, Stucco, 1-2 Stories, Repair	0	0	0	90	SF	$26.79	$2,411	$2,411																					**$2,411**
Sanchez Adobe Museum	Restrooms Building	B2011	1823852	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	950	SF	$4.02	$3,818						$3,818										$3,818							**$7,635**
Sanchez Adobe Museum	Restrooms Building	B2021	1823867	Window Screen, Aluminum 12 SF, Remove & Replace	10	5	5	4	EA	$184.46	$738						$738										$738							**$1,476**
Sanchez Adobe Museum	Restrooms Building	B2032	1823892	Exterior Door, Steel, Replace	40	25	15	1	EA	$737.86	$738																$738							**$738**
Sanchez Adobe Museum	Restrooms Building	B2032	1823824	Exterior Door, Steel, Replace	40	25	15	1	EA	$737.86	$738																$738							**$738**
Sanchez Adobe Museum	Restrooms Building	B3011	1823843	Roof, Built-Up, Replace	25	13	12	640	SF	$18.75	$12,002													$12,002										**$12,002**
Sanchez Adobe Museum	Restrooms Building	C1021	1823835	Interior Door, Wood Hollow-Core Residential Closet, Replace	15	9	6	2	EA	$614.88	$1,230							$1,230															**$1,230**
Sanchez Adobe Museum	Restrooms Building	C1021	1823878	Interior Door, Wood Hollow-Core Residential Closet, Replace	15	9	6	2	EA	$614.88	$1,230							$1,230															**$1,230**
Sanchez Adobe Museum	Restrooms Building	C1031	1823889	Toilet Partitions, Wood, Replace	20	12	8	3	EA	$669.78	$2,009									$2,009													**$2,009**
Sanchez Adobe Museum	Restrooms Building	C1031	1823884	Toilet Partitions, Wood, Replace	20	12	8	2	EA	$614.88	$1,230									$1,230													**$1,230**
Sanchez Adobe Museum	Restrooms Building	C3012	1823836	Interior Wall Finish, any surface, Prep & Paint	10	5	5	950	SF	$2.01	$1,909						$1,909											$1,909						**$3,818**
Sanchez Adobe Museum	Restrooms Building	C3021	1823819	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	5	5	640	SF	$12.06	$7,716						$7,716											$7,716						**$15,432**
Sanchez Adobe Museum	Restrooms Building	C3031	1823866	Interior Ceiling Finish, Wood, Replace	30	16	14	640	SF	$18.75	$12,002															$12,002								**$12,002**
Sanchez Adobe Museum	Restrooms Building	D2011	1823821	Toilet, GPF, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741											**$1,741**
Sanchez Adobe Museum	Restrooms Building	D2011	1823886	Toilet, GPF, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741											**$1,741**
Sanchez Adobe Museum	Restrooms Building	D2011	1823873	Toilet, GPF, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741											**$1,741**
Sanchez Adobe Museum	Restrooms Building	D2011	1823855	Toilet, GPF, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741											**$1,741**
Sanchez Adobe Museum	Restrooms Building	D2011	1823864	Toilet, GPF, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741											**$1,741**
Sanchez Adobe Museum	Restrooms Building	D2012	1823891	Urinal, GPF, Replace	30	20	10	1	EA	$1,473.52	$1,474											$1,474											**$1,474**
Sanchez Adobe Museum	Restrooms Building	D2014	1823870	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	22	8	1	EA	$2,009.34	$2,009									$2,009													**$2,009**
Sanchez Adobe Museum	Restrooms Building	D2014	1823829	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	22	8	1	EA	$2,009.34	$2,009									$2,009													**$2,009**
Sanchez Adobe Museum	Restrooms Building	D2018	1823853	Drinking Fountain, Outside/Site Style, Replace	15	7	8	1	EA	$4,822.42	$4,822									$4,822													**$4,822**
Sanchez Adobe Museum	Restrooms Building	D2029	1827550	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	30	10	640	SF	$6.70	$4,287											$4,287											**$4,287**
Sanchez Adobe Museum	Restrooms Building	D3099	1823897	Hand Dryer, Restroom, Replace	10	6	4	1	EA	$2,143.30	$2,143					$2,143										$2,143							**$4,287**
Sanchez Adobe Museum	Restrooms Building	D3099	1823839	Hand Dryer, Restroom, Replace	10	6	4	1	EA	$2,143.30	$2,143					$2,143										$2,143							**$4,287**
Sanchez Adobe Museum	Restrooms Building	D4019	1827552	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	40	36	4	640	SF	$6.70	$4,287					$4,287																	**$4,287**
Sanchez Adobe Museum	Restrooms Building	D5019	1823856	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	30	10	640	SF	$17.41	$11,145											$11,145											**$11,145**
Sanchez Adobe Museum	Restrooms Building	D5022	1823845	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	13	7	3	EA	$258.25	$775								$775														**$775**
Sanchez Adobe Museum	Restrooms Building	D5029	1823888	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	12	8	640	SF	$8.04	$5,144									$5,144													**$5,144**
Sanchez Adobe Museum	Restrooms Building	D5037	1827553	Fire Alarm System, Advanced Addressable, Upgrade/Install	20	16	4	640	SF	$8.04	$5,144					$5,144																	**$5,144**
Sanchez Adobe Museum	Restrooms Building	Z108X	1828096	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	0	0	0	2	EA	$98.38	$197	$197																					**$197**
Sanchez Adobe Museum	Site	B1012	1823860	Structural Flooring/Decking, Wood, Replace	75	55	20	90	SF	$13.53	$1,217																					$1,217	**$1,217**
Sanchez Adobe Museum	Site	B1015	1823868	Exterior Stair/Ramp Rails, Metal, Refinish	10	5	5	110	LF	$1.84	$203						$203										$203							**$405**
Sanchez Adobe Museum	Site	B2011	1823893	Exterior Wall, Brick, 1-2 Stories, Replace	50	30	20	80	SF	$71.00	$5,680																					$5,680	**$5,680**
Sanchez Adobe Museum	Site	B3011	1823833	Roof, Clay/Concrete Tile, Replace	50	35	15	110	SF	$22.77	$2,505																$2,505							**$2,505**
Sanchez Adobe Museum	Site	D5022	1823890	LED Lighting Fixture, Pole Mounted, 400 W, Replace	20	10	10	1	EA	$2,285.29	$2,285											$2,285											**$2,285**
Sanchez Adobe Museum	Site	G2016	1823848	Roadways, Information history sign, Replace	20	12	8	1	EA	$122.98	$123									$123													**$123**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Sanchez Adobe Museum	Site	G2022	1823830	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	1950	SF	$0.55	$1,079				$1,079					$1,079					$1,079					$1,079			**$4,316**
Sanchez Adobe Museum	Site	G2022	1823859	Parking Lots, Asphalt Pavement, Mill & Overlay	25	13	12	1950	SF	$4.69	$9,142													$9,142										**$9,142**
Sanchez Adobe Museum	Site	G2031	1823865	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	49	1	300	SF	$26.79	$8,037		$8,037																					**$8,037**
Sanchez Adobe Museum	Site	G2031	1823882	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	17	13	190	SF	$44.21	$8,399														$8,399									**$8,399**
Sanchez Adobe Museum	Site	G2041	1823894	Fences & Gates, Wrought Iron, 6' High, Replace	50	30	20	320	LF	$64.30	$20,576																					$20,576		**$20,576**
Sanchez Adobe Museum	Site	G2044	1823838	Signage, Property, Monument/Pylon, Replace/Install	20	12	8	1	EA	$12,725.82	$12,726									$12,726														**$12,726**
Sanchez Adobe Museum	Site	G2045	1823877	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	13	7	1	EA	$983.81	$984								$984															**$984**
Sanchez Adobe Museum	Site	G2045	1823863	Park Grill (Barbeque), Barbeque, Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117															**$1,117**
Sanchez Adobe Museum	Site	G2045	1823874	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	13	7	1	EA	$983.81	$984								$984															**$984**
Sanchez Adobe Museum	Site	G2045	1823896	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	13	7	1	EA	$983.81	$984								$984															**$984**
Sanchez Adobe Museum	Site	G2045	1823820	Park Grill (Barbeque), Barbeque, Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117															**$1,117**
Sanchez Adobe Museum	Site	G2045	1823871	Park Grill (Barbeque), Barbeque, Replace	15	8	7	1	EA	$1,116.62	$1,117								$1,117															**$1,117**
Sanchez Adobe Museum	Site	G2045	1823834	Site Furnishings, Park Bench, Metal Powder-Coated, Replace	20	10	10	1	EA	$860.83	$861											$861												**$861**
Sanchez Adobe Museum	Site	G2045	1823854	Site Furnishings, Park Bench, Metal Powder-Coated, Replace	20	10	10	1	EA	$860.83	$861											$861												**$861**
Sanchez Adobe Museum	Site	G2045	1823831	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	10	10	1	EA	$983.81	$984											$984												**$984**
Sanchez Adobe Museum	Site	G2045	1823827	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	10	10	1	EA	$983.81	$984											$984												**$984**
Sanchez Adobe Museum	Site	G2045	1823825	Site Furnishings, Park Bench, Metal Powder-Coated, Replace	20	10	10	1	EA	$860.83	$861											$861												**$861**
Sanchez Adobe Museum	Site	G2045	1823898	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	10	10	1	EA	$983.81	$984											$984												**$984**
Sanchez Adobe Museum	Site	G2045	1823872	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	10	10	1	EA	$983.81	$984											$984												**$984**
Sanchez Adobe Museum	Site	G2045	1823881	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990							**$990**
Sanchez Adobe Museum	Site	G2045	1823879	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990							**$990**
Sanchez Adobe Museum	Site	G2045	1823895	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990							**$990**
Sanchez Adobe Museum	Site	G2045	1823857	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990							**$990**
Sanchez Adobe Museum	Site	G2045	1823899	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990							**$990**
Sanchez Adobe Museum	Site	G2045	1823847	Site Furnishings, Trash Receptacle, Fixed, Thermoplastic Coated, Replace	30	15	15	1	EA	$989.96	$990																$990							**$990**
Sanchez Adobe Museum	Site	G2048	1823832	Flagpole, Metal, Replace	30	20	10	1	EA	$3,348.90	$3,349											$3,349												**$3,349**
Sanchez Adobe Museum	Site	G2055	1823883	Landscaping, Sod at Eroded Areas, Add/Install	0	0	0	5000	SF	$1.34	$6,684	$6,684																						**$6,684**
Sanchez Adobe Museum	Site	G2057	1823861	Irrigation System, , Replace/Install	25	10	15	30000	SF	$4.69	$140,654																$140,654							**$140,654**
Sanchez Adobe Museum	Site	Z106X	1828097	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	0	0	0	1	EA	$2,009.34	$2,009	$2,009																						**$2,009**
Sanchez Adobe Museum	Site	Z106X	1823858	ADA, Parking, Designated Stall with Pavement Markings & Signage, Install	0	0	0	1	EA	$1,229.76	$1,230	$1,230																						**$1,230**
Totals, Unescalated												**$16,952**	**$20,562**	**$0**	**$1,079**	**$118,042**	**$81,776**	**$2,460**	**$17,391**	**$33,684**	**$0**	**$355,963**	**$0**	**$21,145**	**$16,859**	**$16,289**	**$232,350**	**$142,261**	**$0**	**$1,079**	**$0**	**$27,473**	**$1,105,366**
Totals, Escalated (3.0% inflation, compounded annually)												**$16,952**	**$21,179**	**$0**	**$1,179**	**$132,857**	**$94,801**	**$2,937**	**$21,388**	**$42,670**	**$0**	**$478,385**	**$0**	**$30,148**	**$24,758**	**$24,639**	**$361,994**	**$228,288**	**$0**	**$1,837**	**$0**	**$49,619**	**$1,533,631**

Appendix F:
Equipment Inventory List

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1823837	D3023	**Fireplace**		Sanchez Adobe Museum / Main Building	Building interior- fireplace						
2	1823897	D3099	**Hand Dryer**		Sanchez Adobe Museum / Restrooms Building	Restrooms- women's						
3	1823839	D3099	**Hand Dryer**		Sanchez Adobe Museum / Restrooms Building	Restrooms- men's						

D50 ELECTRICAL

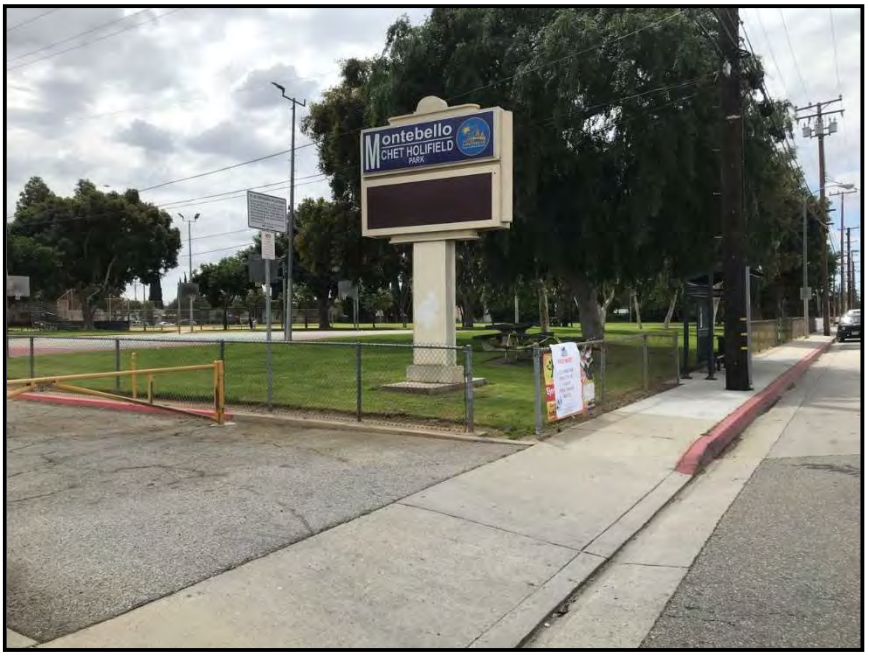
Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1823890	D5022	**LED Lighting Fixture**	16 FEET	Sanchez Adobe Museum / Site	Site						
2	1823823	D5022	**Light Fixture**		Sanchez Adobe Museum / Main Building	Building exterior						9
3	1823845	D5022	**Light Fixture**		Sanchez Adobe Museum / Restrooms Building	Restrooms						3

SECTION IV-F
Chet Holifield Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Chet Holifield Park
1060 South Greenwood Avenue
Montebello, California 90640

PREPARED BY:
Bureau Veritas
10461 Mill Run Circle, Suite 1100
Owings Mills, Maryland 21117
800.733.0660
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BV PROJECT #:
142318.20R000-007.354

DATE OF REPORT:
May 12, 2020

ON SITE DATE:
April 17, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	1060 South Greenwood Avenue, Montebello, California 90640
Site Developed	1960s
Site Area	6.55 acres
Parking Spaces	50 total spaces in an open lot; 4 of which are accessible
Building Area	1,300 SF, Concession Stand (Storage) 1,400 SF, Pool House (Office) 350 SF, Pool Equipment room 750 SF, Restroom Building
Number of Stories	1- Concession Stand (Storage) 1- Pool House 1- Restroom Building
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 17, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Steve Zaragoza
Assessment and Report Prepared By	Mouaz Alrayes
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Chet Holifield Park was originally constructed in the 1960's. The Restroom Building, Pool House, Concession Stand, the Scout House, and Rangers Office buildings appear to be original.

According to the POC, the Scout House and Rangers Office buildings are scheduled to be demolished over the next few months. They were inaccessible and they will not be included in this report although some assets are included in AssetCALC for reference.

Architectural

The Concession Stand, the Restroom Building, and the Pool House are constructed of concrete masonry units on a concrete slab floor with a heavy timber framed roof. They have not been renovated in the recent years. The Pool House restrooms were not accessible as their metal doors were bolted shut due to the Corona (Covid-19) virus shut-down.

The Rangers Office building consist of wood frame construction on concrete slabs with integral footings. And the Scout House is constructed of bricks on a concrete slab floor with a heavy timber framed roof.

In general, the structures appear to be sound, with no significant areas of settlement or structural-related deficiencies observed.

Mechanical, Electrical, Plumbing and Fire (MEPF)

Heating and cooling are not provided for any of the buildings within the park boundaries. Only the park Ranger Office building has a condensing unit along its exterior wall, but the building interior was inaccessible.

The plumbing system at the Restroom Building and Pool House building are original and will need replacement during the assessment period. Hot water is not provided. Plumbing fixtures in the Restroom Building are reaching the end of their lifecycle and need replacement.

The electrical system and lighting fixtures in the Restroom Building and the Pool House building are reaching the end of their lifecycle and need replacement. The interior light fixtures in the Concession Stand building were recently upgraded to LED.

None of the buildings are provided with a fire alarm system or fire suppression system.

Site

In general, the site has been well maintained. The site contains moderate landscaping, which is served by in-ground irrigation systems. There are two playgrounds on site, both in a fair condition. The concrete sidewalk is in fair overall condition with the exception of an area between the Pool Equipment Building and the picnic shelter which require some repairs.

The asphalt paved parking lot is shared with the public library, the community center, and the park. The parking lot asphalt pavement is weathered throughout the lot with isolated areas of significant deterioration and in a poor overall condition. The site lighting is aged, and it is recommended that the system be upgraded to LED fixtures to improve energy efficiency.

Recommended Additional Studies

The parking lot, the Pool House, the playgrounds, and the picnic tables throughout the park are not fully accessible. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	5	Parking Lot			X	
		Accessible Parking	4	Parking Lot			X	
		Asphalt	16,400 SF	Parking Lot			X	Require mill\Overlay & sealing and striping
G2030	**Walks**							
		Concrete	10600 SF					
G4020	**Lighting**							
		Light Pole	4	Basketball Court	X			LED
		Pathway (8'-12')	3	Site		X		Outdated
		Light Pole	3	Parking lot		X		Outdated
		Area (>12')	9	Softball Field & Site		X		Outdated
G2050	**Landscape**							
		Grass (Turf)	195,000 SF	Throughout		X		
		Shrubs		Throughout		X		
		Trees		Throughout		X		
G2057	**Irrigation**							
		Sprinkler system		Throughout		X		
G2045	**Site Furnishings**							
		Benches, Picnic	25	Throughout		X		
		Bleachers	5	Softball Field		X		
		Bleachers	2	Pool House		X		
		Drinking Fountain	1	Restroom Building		X		
		Drinking Fountain	1	Picnic Shelter		X		
		Receptacle, Trash	4	Throughout		X		
		Receptacle, Other	1	Parking Lot		X		
		BBQ Grill	2	Site		X		
G2046	**Fountains, Pools, & Watercourses**							
		Aquatics, Lap Pool	1	Pool House		X		

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
G2047	**Playing Fields**							
		Softball Filed	1	Site		X		
G2049	**Miscellaneous Structures**							
		Picnic Shelter, Small	1	Site		X		
		Restroom	1	Men and Women		X		
G2050	**Miscellaneous Recreation**							
		Basketball Court (Practice)	1	Site		X		
		Playground Equipment, Medium	2	Site		X		

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

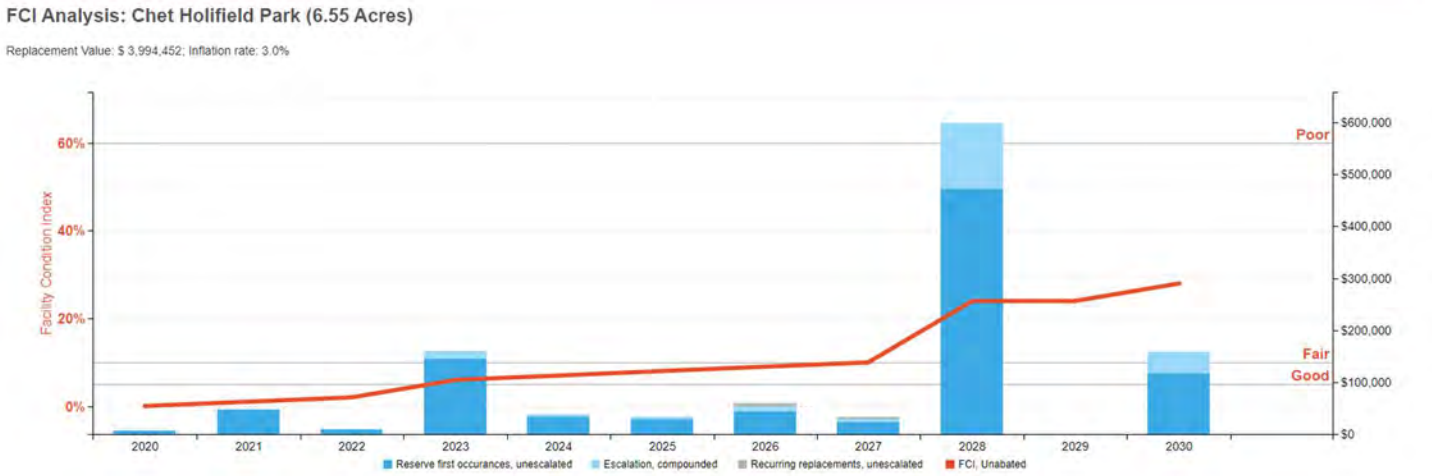
FCI Analysis | Chet Holifield Park (6.55 Acres)

Replacement Value	*Total SF*	*Cost/SF*
$ 3,994,500	*285,318*	*$ 14*

Current FCI	$ 8,300	0.2 %
3-Year	$ 228,100	5.7 %
5-Year	$ 300,200	7.5 %
10-Year	$ 1,136,700	28.5 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



Immediate Needs

Facility/Building	Total Items	Total Cost
Chet Holifield Park (6.55 Acres)	1	$8,235
Total	**1**	**$8,235**

Chet Holifield Park (6.55 Acres)

ID	Location Description	UF Code	Description	Condition	Plan Type	Cost
1821246	Throughout the Park	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$8,235
Total (1 items)						**$8,235**

Key Findings



Parking Lots in Poor condition.

Asphalt Pavement
Site Parking lot

Uniformat Code: G2022
Recommendation: **Overlay in 2021**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $35,900

**$$**$$

Heavy weathering and alligator cracks all over the parking lot. - AssetCALC ID: 1821272



Parking Lots in Poor condition.

Asphalt Pavement
Site Parking lot

Uniformat Code: G2022
Recommendation: **Seal & Stripe in 2021**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $8,100

**$**$$$

Heavy weathering and alligator cracks all over the parking lot. - AssetCALC ID: 1821267



Drinking Fountain in Poor condition.

Outside/Site Style
Site Picnic Shelter

Uniformat Code: D2018
Recommendation: **Replace in 2021**

Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $4,000

**$**$$$

Broken - water dispenser does not exist. - AssetCALC ID: 1821319



Dumpster Accessories in Fair condition.

Enclosures, Concrete Block (CMU), 8' High
Site

Uniformat Code: G2049
Recommendation: **Replace/Install in 2045**

Priority Score: **56.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $3,500

**$**$$$

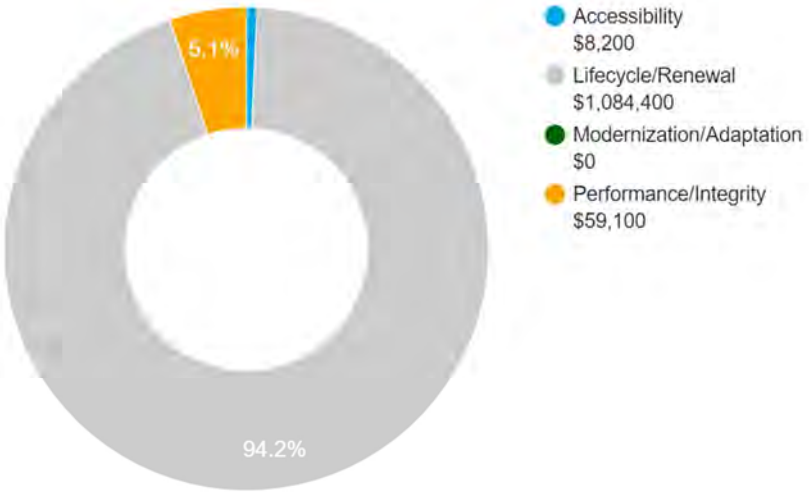
- AssetCALC ID: 1821337

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $1,151,700

2. Concession Stand Building





Concession Stand Building: Systems Summary

Address	1060 South Greenwood Avenue, Montebello	
Constructed/Renovated	1960's	
Building Size	1,300 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU with aluminum windows	Fair
Roof	Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted CMU Floors: VCT Ceilings: Painted gypsum board	Fair
Elevators	None	--
Plumbing	Copper supply and cast-iron waste & venting	Fair
HVAC	None	--

Concession Stand Building: Systems Summary

Fire Suppression	None	--
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: LED Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	None	

Concession Stand Building: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	$7,900	$10,800	$20,300	$39,000
Roofing	-	-	-	-	$8,600	$8,600
Interiors	-	-	$13,000	-	$19,200	$32,100
Plumbing	-	-	-	$1,900	-	$1,900
Electrical	-	$800	-	$24,900	$47,500	$73,100
Fire Alarm & Comm	-	-	$8,300	-	$12,900	$21,200
TOTALS	**-**	**$800**	**$29,200**	**$37,600**	**$108,500**	**$175,900**

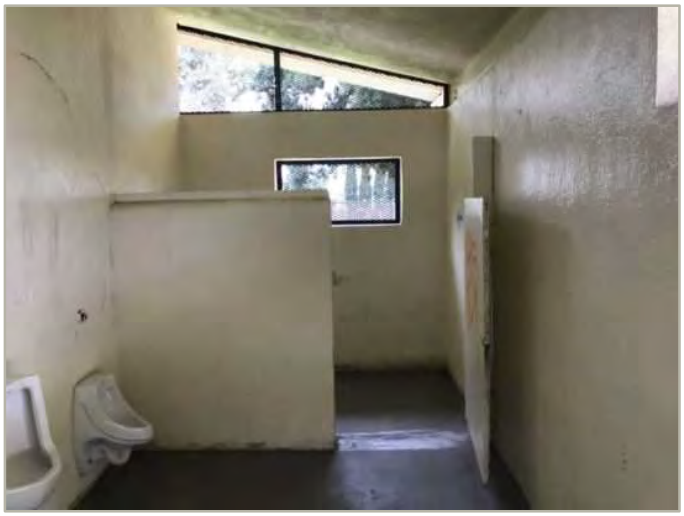
The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

Not available

3. Restroom Building





Restroom Building: Systems Summary

Address	1060 South Greenwood Avenue, Montebello	
Constructed/Renovated	1960's	
Building Size	750 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU with no steel security screens	Fair
Roof	Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted CMU Floors: Painted Concrete Ceilings: Painted gypsum board	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting Toilets, urinals, and sinks in all restrooms	Fair
HVAC	None	--

Restroom Building: Systems Summary

Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: None Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Accessibility	Potential moderate issues have been identified at this property and a detailed accessibility study is recommended	
Key Issues and Findings	None	

Restroom Building: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	$4,300	-	$9,100	$13,400
Roofing	-	-	-	-	$5,200	$5,200
Interiors	-	$2,200	-	-	$6,900	$9,100
Plumbing	-	$15,400	-	$16,900	-	$32,200
Electrical	-	$1,000	$1,400	$14,400	-	$16,800
TOTALS	**-**	**$18,600**	**$5,700**	**$31,300**	**$21,200**	**$76,700**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

Not available

4. Pool House





Pool House: Systems Summary

Address	1060 South Greenwood Avenue, Montebello	
Constructed/Renovated	1960's	
Building Size	1,400 SF, Pool House (Office) 350 SF, Pool Equipment Building	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Pool House Office: Exposed CMU with no windows Pool Equipment Building: Painted CMU with no windows	Fair
Roof	Pool House Office: Gable construction with asphalt shingles Pool Equipment Building: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Unfinished Floors: Carpet, Unfinished Ceilings: Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast-iron waste & venting Toilets, urinals, and sinks in all restrooms (Restrooms not accessible) Showers by the Pool	Fair
HVAC	None	--

Pool House: Systems Summary

Fire Suppression	None	--
Electrical	Source and Distribution: Main panel with copper wiring Interior Lighting: T8 Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	Swimming pool and related equipment	Fair
Accessibility	Potential moderate issues have been identified at this property and a detailed accessibility study is recommended	
Key Issues and Findings	None	

Pool House: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	$8,600	-	-	-	$8,600
Facade	-	-	$2,800	-	$16,000	$18,800
Roofing	-	$4,100	-	-	$12,500	$16,600
Interiors	-	$1,900	-	-	$2,500	$4,400
Plumbing	-	$5,800	-	-	-	$5,800
HVAC	-	-	-	-	$18,300	$18,300
Electrical	-	$1,800	-	$10,800	$39,500	$52,200
Equipment/Special	-	$7,200	$23,100	$39,500	$47,400	$117,200
Site Lighting	-	-	-	-	$15,700	$15,700
Site Development	-	-	$600	$700	$15,800	$17,200
TOTALS	**-**	**$29,400**	**$26,500**	**$51,000**	**$167,700**	**$274,800**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

Not available

5. Site Summary





Site Information		
Lot Size	6.55 acres (estimated)	
Parking Spaces	50 total spaces all in open lots; 4 of which are accessible	
System	*Description*	*Condition*
Pavement/Flatwork	Asphalt lots with areas of concrete and concrete pavement and curbs	Poor
Site Development	Property entrance signages, chain-link and CMU fencing, CMU dumpster enclosures Playgrounds and sports courts with bleachers, fencing, and site lights Moderate furnished park benches, picnic tables, trash receptacles, drinking fountain	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: HPS, halogen, metal halide Building-mounted: HPS, CFL, Pedestrian walkway and accent landscaping lighting	Fair
Ancillary Structures	Picnic shelter and Softball field dugouts Scout House and Rangers Office buildings (Due for demolishing)	Fair
Accessibility	Potential moderate/major issues have been identified associated with the site areas and a detailed accessibility study is recommended. See Appendix C	

Site Information

Key Issues and Findings	Parking lot and the drinking fountain are in an overall poor condition. Scout House and Rangers Office buildings (Due for demolishing)

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	-	$25,700	-	$25,700
Facade	-	-	-	-	$1,300	$1,300
Roofing	-	-	-	$4,600	-	$4,600
Plumbing	-	$4,100	$7,800	-	$15,200	$27,100
Equipment/Special	-	-	-	$1,100	$2,300	$3,400
Landscaping	-	-	-	-	$1,100,500	$1,100,500
Site Development	-	$26,500	$3,000	$114,000	$185,600	$329,100
Site Lighting	-	-	-	$576,500	$196,600	$773,200
Pavement	-	$49,700	-	$9,700	$24,200	$83,600
Accessibility	$8,200	-	-	-	-	$8,200
TOTALS	**$8,200**	**$80,300**	**$10,800**	**$731,600**	**$1,525,700**	**$2,356,700**

6. Property Space Use and Observed Areas

Unit Allocation

All 6.55 acres of the property are occupied by the City of Montebello. The spaces are mostly public park with supporting restrooms building, a community center, basketball court and a softball field.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. The restrooms at the Pool House building and the Scout House and Rangers office were not accessible. Other areas accessed included the site within the property boundaries, the exterior of the property.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Pool House building restroom, bolted metal doors
- Scout House & Rangers Office, Down unit or area

7. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1960s. The facility was not subsequently renovated.

A full ADA Compliance Survey has been previously performed for the following park locations at the site. ; Park Restroom, Park Picnic Shelter, and Park Pool Building.

The accessibility study was completed in 2015. The associated recommendations have been partially addressed.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

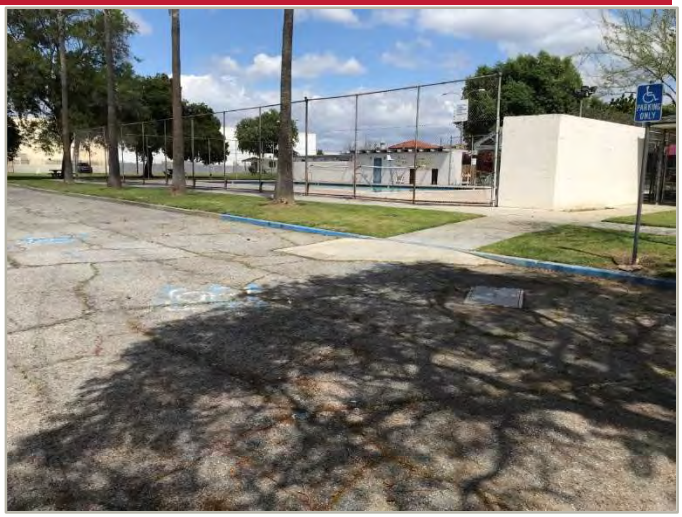
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☒	☐	☐
Exterior Path of Travel	☐	☒	☐
Interior Path of Travel	☐	☐	☐
Public Use Restrooms	☐	☒	☐

Campus Accessibility: Photographic Overview



Parking Lot



Parking Lot



Picnic Table



BBQ Grill





Playground



Restrooms

Drinking Fountain



Restrooms

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

8. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

9. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

10. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Chet Holifield Park, 1060 South Greenwood Avenue, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.
The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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11. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	SITE SIGNAGE



2	PARK VIEW



3	PARK VIEW



4	PARK POLE LIGHT



5	PICNIC TABLE



6	PICNIC TABLE



7	PICNIC TABLE



8	PICNIC TABLE



9	TRASH RECEPTACLE



10	BBQ GRILL



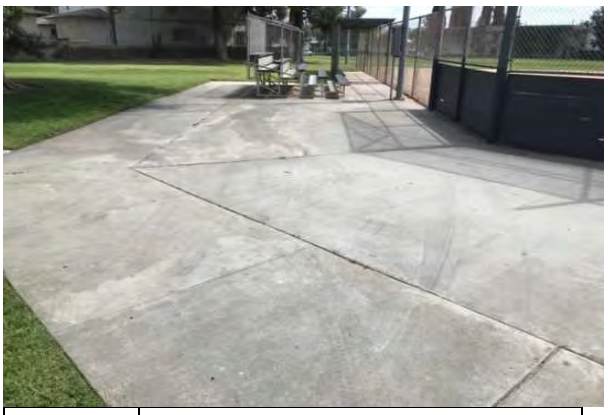
11	PLAY STRUCTURE, LARGE, REPLACE



12	PLAY STRUCTURE



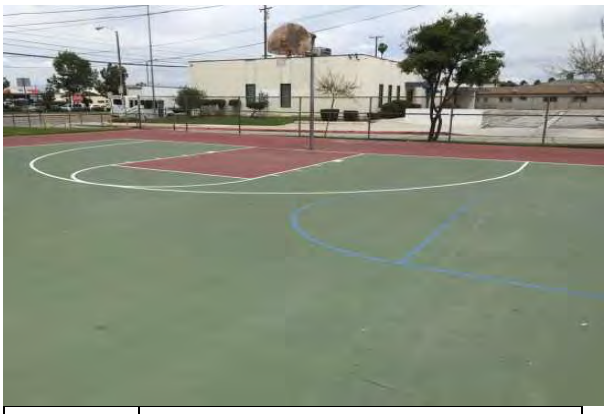
13	CONCRETE PATHWAY



14	CONCRETE PATHWAY



15	BASKETBALL COURT



16	BASKETBALL COURT



17	PICNIC SHELTER



18	DRINKING FOUNTAIN



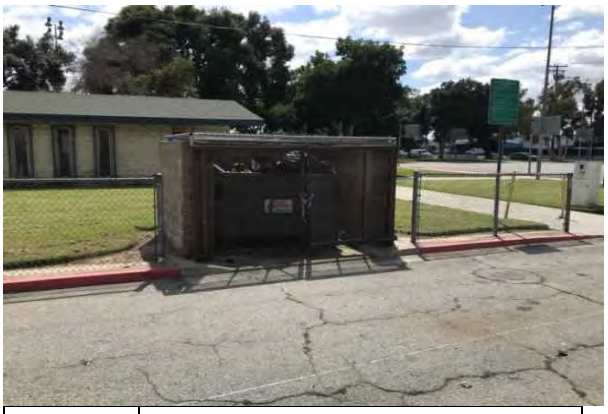
19	SOFTBALL FIELD



20	SOFTBALL FIELD POLE LIGHT



21	SOFTBALL FIELD BLEACHER



22	DUMPSTER ENCLOSURES



23	SITE - BACKFLOW PREVENTER



24	IRRIGATION PUMP HOUSE



25	PARKING LOT



26	PARKING LOT



27	RESTROOM - FRONT ELEVATION



28	RESTROOM - RIGHT ELEVATION



29	RESTROOM - LEFT ELEVATION



30	RESTROOM - REAR ELEVATION



31	RESTROOM - INTERIOR



32	RESTROOM - INTERIOR



33	RESTROOM - INTERIOR



34	RESTROOMS BUILDING PLUMBING



35	CONCESSION BUILDING - FRONT\RIGHT ELEVATIONS



36	CONCESSION BUILDING - LEFT ELEVATION



37	CONCESSION BUILDING - REAR ELEVATION



38	CONCESSION BUILDING INTERIOR



39	FRONT ELEVATION



40	POOL HOUSE - REAR ELEVATION



41	POOL EQUIPMENT BUILDING



42	POOL SHOWERS



43	SWIMMING POOL



44	SWIMMING POOL FILTRATION SYSTEM



45	POOL HOUSE DISTRIBUTION PANEL



46	SWIMMING POOL CIRCULATION PUMP



47	SWIMMING POOL CHEMICAL FEED SYSTEM



48	SWIMMING POOL GAS HEATER



49	PARK RANGERS BUILDING EXTERIOR



50	PARK RANGERS BUILDING EXTERIOR



51	PARK RANGERS BUILDING EXTERIOR



52	PARK RANGERS BUILDING EXTERIOR



53	SCOUT HOUSE BUILDING EXTERIOR



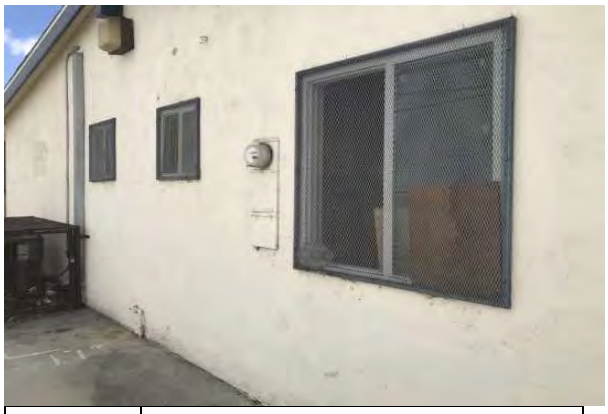
54	SCOUT HOUSE BUILDING EXTERIOR



55	SCOUT HOUSE BUILDING EXTERIOR



56	SCOUT HOUSE BUILDING EXTERIOR



57	SCOUT HOUSE BUILDING EXTERIOR



58	SCOUT HOUSE BUILDING CONDENSING UNIT

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-007.354	Chet Holifield Park KTUA Landscape Architects
Source	**On-Site Date**
Google	April 17, 2020

Appendix C:
Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | Chet Holifield Park (6.55 Acres) / Concession Stand Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Concession Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,500 SF	4	1821252
B2021	Concession Building	Fair	Window, 12 SF	12	8	1821352
B2021	Concession Building	Fair	Window Screen, Aluminum 12-24 SF	12	5	1821342
B2032	Concession Building	Fair	Exterior Door, Steel	2	18	1821327
B2034	Concession Building	Fair	Overhead/Dock Door, 144 SF	1	15	1821260
Roofing						
B3011	Concession Building	Fair	Roof, Asphalt Shingle 20-Year	1,400 SF	13	1821324
Interiors						
C3012	Concession Building	Fair	Interior Wall Finish, any surface, Prep & Paint	2,450 SF	5	1821278
C3024	Concession Building	Fair	Interior Floor Finish, Vinyl Tile (VCT)	1,300 SF	5	1826123
Plumbing						
D2029	Concession Building	Good	Plumbing System, Supply & Sanitary, Very Low Density (excl fixtures)	1,300 SF	10	1826124
Electrical						
D5012	Concession Building	Fair	Main Distribution Panel, 120/240 V, 100 Amp Residential-Style	1	17	1821355
D5012	Concession Building	Fair	Main Distribution Panel, 120/240 V, 225 Amp	1	14	1821348
D5019	Concession Building	Good	Full Electrical System Upgrade, Low Density/Complexity	1,300 SF	10	1826125
D5022	Concession Building	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	3	3	1821347
D5029	Concession Building	Good	Lighting System, Interior, Very High Density or High-End Fixtures	1,300 SF	18	1821280
Fire Alarm & Comm						
D5038	Concession Building	Fair	Security/Surveillance System, 12, Upgrade/Install	1,300 SF	5	1821353

Component Condition Report | Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Park Ranger Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,400 SF	3	1821373
B2011	Scout House	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,680 SF	2	1821331
B2021	Scout House	Fair	Window, Vinyl-Clad Double-Glazed 24 SF, 1-2 Stories	8	3	1821256
B2021	Scout House	Fair	Window Screen, Aluminum 12 SF	10	3	1821354
B2021	Park Ranger Building	Fair	Window, 12 SF	9	3	1821326
B2021	Park Ranger Building	Fair	Window, 12 SF	9	3	1821362
B2021	Scout House	Fair	Window, Vinyl-Clad Double-Glazed 12 SF, 1-2 Stories	2	3	1821261
B2032	Park Ranger Building	Fair	Exterior Door, Steel	3	3	1821334
Roofing						

Component Condition Report | Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
B3011	Scout House	Fair	Roof, Asphalt Shingle 20-Year	2,100 SF	3	1821303
B3011	Park Ranger Building	Fair	Roof, Modified Bituminous	1,850 SF	3	1821361
HVAC						
D3032	Scout House	Fair	Condensing Unit/Heat Pump, 5 TON	1	3	1821345
Electrical						
D5022	Park Ranger Building	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	4	3	1821316
D5022	Scout House	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	4	3	1821255

Component Condition Report | Chet Holifield Park (6.55 Acres) / Pool House

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1022	Pool Equipment Building	Fair	Roof Structure, Flat, Wood Rafters	340 SF	3	1821323
Facade						
B2011	Pool Equipment Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	760 SF	4	1821268
B2032	Pool Equipment Building	Fair	Exterior Door, Steel	4	18	1821295
B2032	Pool House	Fair	Exterior Door, Steel	4	25	1821270
B2034	Pool House Office	Fair	Overhead/Dock Door, 144 SF	1	16	1821308
Roofing						
B3011	Pool House	Fair	Roof, Asphalt Shingle 20-Year	2,100 SF	12	1821302
B3011	Pool Equipment Building	Fair	Roof, Modified Bituminous	340 SF	3	1826130
Interiors						
C3025	Pool House Office	Fair	Interior Floor Finish, Carpet Commercial Standard	210 SF	3	1821266
Plumbing						
D2017	Pool House	Fair	Shower Head w/ Valve, GPM	6	3	1821259
HVAC						
D3022	Pool Equipment Building	Fair	Chemical Feed System	1	12	1821346
Electrical						
D5012	Pool House	Fair	Main Distribution Panel, 100 AMP	1	18	1821292
D5012	Pool House	Fair	Main Distribution Panel, 50 AMP	1	14	1821335
D5019	Pool Equipment Building	Fair	Full Electrical System Upgrade, Low Density/Complexity	1,750 SF	12	1826133
D5022	Pool House	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	3	3	1821369
D5022	Pool Equipment Building	Fair	Light Fixture, 100 WATT	4	3	1821254
D5029	Pool House	Fair	Lighting System, Interior, Low Density & Standard Fixtures	1,300 SF	8	1821282
Equipment/Special						
E1099	Pool House	Fair	Bleacher, Telescoping Power Operated, 16 to 20 Tier	2	10	1821244

Component Condition Report | Chet Holifield Park (6.55 Acres) / Pool House

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
F1041	Pool Equipment Building	Fair	Circulation Pump, Swimming Pool, 3 HP	1	6	1821287
F1041	Pool Equipment Building	Fair	Gas Heater, 750 MBH	1	4	1821262
F1041	Pool House	Fair	Swimming Pool, Plaster Basin, Refinish	3,800 SF	6	1821306
F1041	Pool Equipment Building	Fair	Circulation Pump, Swimming Pool, 5 HP	1	15	1821286
F1041	Pool House	Fair	Swimming Pool, Lifeguard Chair	1	15	1821368
F1041	Pool House	Fair	Swimming Pool, Accessible Lift Transfer Device	1	12	1821340
F1041	Pool Equipment Building	Fair	Swimming Pool, Filtration System	1	3	1821298
Site Development						
G2041	Pool House	Fair	Fences & Gates, Chain Link, 10' High	380 LF	14	1821300
G2045	Pool House	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1821249
G2045	Pool House	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	5	1821367
Site Lighting						
G4021	Pool House	Good	Site Pole Light, 200 WATT, Replace/Install	1	18	1821253
G4021	Pool House	Good	Site Pole Light, 200 WATT, Replace/Install	1	18	1821240

Component Condition Report | Chet Holifield Park (6.55 Acres) / Restroom Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Restrooms Building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,150 SF	4	1821375
B2032	Restrooms Building	Fair	Exterior Door, Steel	3	18	1821372
Roofing						
B3011	Restrooms Building	Fair	Roof, Asphalt Shingle 20-Year	850 SF	13	1821250
Interiors						
C1031	Restrooms Building-Men's Restroom	Fair	Toilet Partitions, Wood	1	13	1821241
C1031	Restrooms Building-Woman's Restroom	Fair	Toilet Partitions, Wood	4	13	1821304
C3012	Restrooms Building	Fair	Interior Wall Finish, any surface, Prep & Paint	1,200 SF	3	1821283
Plumbing						
D2011	Restrooms Building-Woman's Restroom	Fair	Toilet, 1.8 GPF	4	3	1821322
D2011	Restrooms Building-Men's Restroom	Fair	Toilet, 1.8 GPF	1	3	1821366
D2012	Restrooms Building-Men's Restroom	Fair	Urinal, 0.125 GPF	3	3	1821291
D2014	Restrooms Building-Men's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	3	1821277
D2014	Restrooms Building-Woman's Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	3	1821284
D2018	Restrooms Building	Fair	Drinking Fountain, Outside/Site Style	1	6	1821329
D2029	Restroom Building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	750 SF	10	1826127
Electrical						

Component Condition Report | Chet Holifield Park (6.55 Acres) / Restroom Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D5012	Restrooms Building	Fair	Main Distribution Panel, 120/240 V, 70 Amp Residential-Style	1	5	1821359
D5019	Restroom Building	Fair	Full Electrical System Upgrade, Low Density/Complexity	750 SF	10	1826126
D5022	Restrooms Building	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	4	3	1821251

Component Condition Report | Chet Holifield Park (6.55 Acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1022	Picnic Shelter	Fair	Roof Structure, Pitched, Wood Trusses	950 SF	7	1821263
Facade						
B2039	Site	Fair	Pedestrian Gate, Aluminized Steel	1	15	1821264
Roofing						
B3011	Softball Field-Dugout	Fair	Roof, Metal	120 SF	10	1821318
B3011	Softball Field-Dugout	Fair	Roof, Metal	120 SF	10	1821350
Plumbing						
D2018	Picnic Shelter	Poor	Drinking Fountain, Outside/Site Style	1	1	1821319
D2021	Site	Fair	Backflow Preventer, 3 INCH	1	15	1821314
D2023	Site	Fair	Domestic Circulation/Booster Pump, 5 HP	1	5	1821273
Equipment/Special						
E1099	Softball Field	Fair	Bleacher, Telescoping Power Operated, 16 to 20 Tier	1	14	1821242
E1099	Softball Field	Fair	Bleacher, Telescoping Power Operated, 21 to 30 Tier	1	14	1821257
E1099	Softball Field	Fair	Bleacher, Telescoping Power Operated, 21 to 30 Tier	1	10	1821364
Pavement						
G2012	Site	Fair	Roadways, Concrete Pavement	10,600 SF	30	1821339
G2022	Parking lot	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	16,400 SF	1	1821267
G2022	Parking lot	Poor	Parking Lots, Asphalt Pavement, Overlay	16,400 SF	1	1821272
G2022	Site-Adjacent to Picnic Shelter	Fair	Parking Lots, Concrete Pavement	400 SF	3	1821317
Site Development						
G2041	Site	Fair	Fences & Gates, Chain Link, 4' High	255 LF	25	1821301
G2041	Site	Fair	Fence or Screen Walls, Concrete Block (CMU)	880 SF	25	1821312
G2041	Basketball Court	Fair	Fences & Gates, Chain Link, 6' High	60 LF	25	1821305
G2041	Softball Field	Fair	Fences & Gates, Chain Link, 6' High	160 LF	22	1821356
G2041	Softball Field	Fair	Fences & Gates, Chain Link, 20' High	620 LF	18	1821274
G2044	Site	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	12	1821281
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	6	1821293
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles	1	7	1821321

Component Condition Report | Chet Holifield Park (6.55 Acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Softball Field	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	10	1821276
G2045	Site	Fair	Park Grill (Barbeque), Large Group	1	6	1821365
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	15	1821351
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	14	1821297
G2045	Picnic Shelter	Fair	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles	1	7	1821376
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	17	1821315
G2045	Picnic Shelter	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	13	3	1821296
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	14	1821360
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	6	1821349
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	6	1821269
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	17	1821358
G2045	Picnic Shelter	Fair	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles	1	7	1821265
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	12	1821279
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	6	1821325
G2045	Softball Field	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	12	1821294
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	14	1821320
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	14	1821336
G2045	Site	Fair	Park Grill (Barbeque)	1	7	1821328
G2045	Site	Fair	Site Furnishings, Picnic Table, Concrete	1	4	1821258
G2047	Basketball Court	Fair	Sports Apparatus, Basketball Backstop	6	10	1821370
G2047	Playground #1	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	2,400 SF	8	1821247
G2047	Softball Field	Fair	Play Surfaces & Sports Courts, Sand	12,500 SF	14	1821285
G2047	Basketball Court	Fair	Play Surfaces & Sports Courts, Asphalt, Seal & Stripe	9,000 SF	2	1821289
G2047	Playground #1	Fair	Play Structure, Medium	1	14	1821332
G2047	Playground #2	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	6,200 SF	8	1821271
G2047	Playground #2	Fair	Play Structure, Large	1	14	1821239
G2049	Site	Fair	Dumpster Accessories, Enclosures, Concrete Block (CMU), 8' High, Replace/Install	20 LF	25	1821337
Landscaping						
G2057	Site	Fair	Irrigation System, Replace/Install	195,000 SF	13	1821371
Site Lighting						
G4021	Site	Fair	Site Pole Light, 200 WATT, Replace/Install	1	10	1821330
G4021	Basketball Court	Good	Site Pole Light, 1000 WATT, Replace/Install	1	18	1821338
G4021	Basketball Court	Good	Site Pole Light, 1000 WATT, Replace/Install	1	18	1821248
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821313
G4021	Parking lot	Good	Site Pole Light, 1000 WATT, Replace/Install	3	16	1821307

Component Condition Report | Chet Holifield Park (6.55 Acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821343
G4021	Site	Fair	Site Pole Light, 200 WATT, Replace/Install	6	8	1821309
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	12	1821341
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821344
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	12	1821374
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821275
G4021	Basketball Court	Good	Site Pole Light, 1000 WATT, Replace/Install	1	18	1821245
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821311
G4021	Basketball Court	Good	Site Pole Light, 1000 WATT, Replace/Install	1	18	1821243
G4021	Site	Fair	Site Pole Light, 200 WATT, Replace/Install	1	10	1821333
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821310
G4021	Softball Field	Fair	Site Pole Light, 1000 WATT, Replace/Install	1	8	1821357
Accessibility						
Z105X	Throughout the Park	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1821246

Appendix E:
Replacement Reserves

Replacement Reserves Report

5/12/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Chet Holifield Park (6.55 Acres)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Chet Holifield Park (6.55 Acres) / Concession Stand Building	$0	$0	$0	$756	$5,561	$23,517	$0	$0	$10,849	$0	$26,856	$0	$0	$8,578	$11,626	$16,893	$0	$1,996	$43,554	$0	$25,780	**$175,966**
Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House	$0	$0	$5,871	$85,139	$0	$0	$0	$0	$0	$0	$0	$0	$7,890	$9,191	$0	$0	$0	$0	$13,272	$0	$0	**$121,363**
Chet Holifield Park (6.55 Acres) / Pool House	$0	$0	$0	$29,305	$25,927	$636	$37,575	$0	$10,849	$0	$2,656	$0	$85,209	$2,540	$21,391	$17,449	$7,753	$0	$33,460	$0	$0	**$274,751**
Chet Holifield Park (6.55 Acres) / Restroom Building	$0	$0	$0	$18,525	$4,264	$1,400	$4,720	$0	$0	$0	$26,561	$0	$0	$12,142	$5,730	$0	$0	$0	$3,365	$0	$0	**$76,706**
Chet Holifield Park (6.55 Acres) / Site	$8,235	$49,420	$4,707	$26,156	$2,997	$7,765	$19,197	$34,605	$575,417	$0	$102,364	$11,217	$131,565	$1,100,497	$119,559	$12,573	$56,348	$14,230	$79,818	$0	$0	**$2,356,668**
Grand Total	**$8,235**	**$49,420**	**$10,578**	**$159,881**	**$38,749**	**$33,318**	**$61,492**	**$34,605**	**$597,115**	**$0**	**$158,437**	**$11,217**	**$224,664**	**$1,132,948**	**$158,306**	**$46,915**	**$64,100**	**$16,226**	**$173,468**	**$0**	**$25,780**	**$3,005,455**

Chet Holifield Park (6.55 Acres)

* Markup/LocationFactor (1.098) has been included in unit costs.

Chet Holifield Park (6.55 Acres) / Concession Stand Building

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B2011	1821252	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	6	4	1500	SF	$3.29	$4,941					$4,941										$4,941							**$9,882**
B2021	1821342	Window Screen, Aluminum 12-24 SF, Replace	10	5	5	12	EA	$164.70	$1,976						$1,976										$1,976						**$3,953**
B2021	1821352	Window, 12 SF, Replace	30	22	8	12	EA	$713.70	$8,564									$8,564													**$8,564**
B2032	1821327	Exterior Door, Steel, Replace	40	22	18	2	EA	$658.80	$1,318																			$1,318			**$1,318**
B2034	1821260	Overhead/Dock Door, 144 SF, Replace	30	15	15	1	EA	$4,831.20	$4,831																$4,831						**$4,831**
B3011	1821324	Roof, Asphalt Shingle 20-Year, Replace	20	7	13	1400	SF	$4.17	$5,841														$5,841								**$5,841**
C3012	1821278	Interior Wall Finish, any surface, Prep & Paint	10	5	5	2450	SF	$1.65	$4,035						$4,035										$4,035						**$8,070**
C3024	1826123	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	10	5	1300	SF	$5.49	$7,137						$7,137															$7,137	**$14,274**
D2029	1826124	Plumbing System, Supply & Sanitary, Very Low Density (excl fixtures), Replace	40	30	10	1300	SF	$1.10	$1,427											$1,427											**$1,427**
D5012	1821348	Main Distribution Panel, 120/240 V, 225 Amp, Replace	30	16	14	1	EA	$2,745.00	$2,745															$2,745							**$2,745**
D5012	1821355	Main Distribution Panel, 120/240 V, 100 Amp Residential-Style, Replace	30	13	17	1	EA	$1,207.80	$1,208																		$1,208				**$1,208**
D5019	1826125	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	30	10	1300	SF	$14.27	$18,556											$18,556											**$18,556**
D5022	1821347	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	3	EA	$230.58	$692				$692																		**$692**
D5029	1821280	Lighting System, Interior, Very High Density or High-End Fixtures, Replace	20	2	18	1300	SF	$18.67	$24,266																			$24,266			**$24,266**
D5038	1821353	Security/Surveillance System, 12, Upgrade/Install	15	10	5	1300	SF	$5.49	$7,137						$7,137															$7,137	**$14,274**
Totals, Unescalated										**$0**	**$0**	**$0**	**$692**	**$4,941**	**$20,286**	**$0**	**$0**	**$8,564**	**$0**	**$19,984**	**$0**	**$0**	**$5,841**	**$7,686**	**$10,843**	**$0**	**$1,208**	**$25,583**	**$0**	**$14,274**	**$119,902**
Totals, Escalated (3.0% inflation, compounded annually)										**$0**	**$0**	**$0**	**$756**	**$5,561**	**$23,517**	**$0**	**$0**	**$10,849**	**$0**	**$26,856**	**$0**	**$0**	**$8,578**	**$11,626**	**$16,893**	**$0**	**$1,996**	**$43,554**	**$0**	**$25,780**	**$175,966**

* Markup/LocationFactor (1.098) has been included in unit costs.

Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B2011	1821331	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	8	2	1680	SF	$3.29	$5,534			$5,534										$5,534									**$11,068**
B2011	1821373	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	7	3	1400	SF	$3.29	$4,612				$4,612										$4,612								**$9,223**
B2021	1821256	Window, Vinyl-Clad Double-Glazed 24 SF, 1-2 Stories, Replace	30	27	3	8	EA	$988.20	$7,906				$7,906																		**$7,906**
B2021	1821354	Window Screen, Aluminum 12 SF, Replace	10	7	3	10	EA	$164.70	$1,647				$1,647										$1,647								**$3,294**
B2021	1821326	Window, 12 SF, Replace	30	27	3	9	EA	$1,207.80	$10,870				$10,870																		**$10,870**
B2021	1821362	Window, 12 SF, Replace	30	27	3	9	EA	$1,207.80	$10,870				$10,870																		**$10,870**
B2021	1821261	Window, Vinyl-Clad Double-Glazed 12 SF, 1-2 Stories, Replace	30	27	3	2	EA	$658.80	$1,318				$1,318																		**$1,318**
B2032	1821334	Exterior Door, Steel, Replace	40	37	3	3	EA	$658.80	$1,976				$1,976																		**$1,976**
B3011	1821303	Roof, Asphalt Shingle 20-Year, Replace	20	17	3	2100	SF	$4.17	$8,762				$8,762																		**$8,762**
B3011	1821361	Roof, Modified Bituminous, Replace	20	17	3	1850	SF	$10.98	$20,313				$20,313																		**$20,313**
D3032	1821345	Condensing Unit/Heat Pump, 5 TON, Replace	15	12	3	1	EA	$7,795.80	$7,796				$7,796																$7,796			**$15,592**
D5022	1821316	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	4	EA	$230.58	$922				$922																		**$922**
D5022	1821255	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	4	EA	$230.58	$922				$922																		**$922**
Totals, Unescalated										**$0**	**$0**	**$5,534**	**$77,914**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$5,534**	**$6,259**	**$0**	**$0**	**$0**	**$0**	**$7,796**	**$0**	**$0**	**$103,036**
Totals, Escalated (3.0% inflation, compounded annually)										**$0**	**$0**	**$5,871**	**$85,139**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$7,890**	**$9,191**	**$0**	**$0**	**$0**	**$0**	**$13,272**	**$0**	**$0**	**$121,363**

* Markup/LocationFactor (1.098) has been included in unit costs.

Chet Holifield Park (6.55 Acres) / Pool House

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B1022	1821323	Roof Structure, Flat, Wood Rafters, Replace	75	72	3	340	SF	$23.06	$7,840				$7,840																			**$7,840**
B2011	1821268	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	6	4	760	SF	$3.29	$2,503					$2,503										$2,503								**$5,007**
B2032	1821295	Exterior Door, Steel, Replace	40	22	18	4	EA	$658.80	$2,635																			$2,635				**$2,635**
B2034	1821308	Overhead/Dock Door, 144 SF, Replace	30	14	16	1	EA	$4,831.20	$4,831																	$4,831						**$4,831**
B3011	1826130	Roof, Modified Bituminous, Replace	20	17	3	340	SF	$10.98	$3,733				$3,733																			**$3,733**
B3011	1821302	Roof, Asphalt Shingle 20-Year, Replace	20	8	12	2100	SF	$4.17	$8,762													$8,762										**$8,762**
C3025	1821266	Interior Floor Finish, Carpet Commercial Standard, Replace	10	7	3	210	SF	$8.24	$1,729				$1,729										$1,729									**$3,459**
D2017	1821259	Shower Head w/ Valve, GPM, Replace	30	27	3	6	EA	$878.40	$5,270				$5,270																			**$5,270**
D3022	1821346	Chemical Feed System, , Replace	15	3	12	1	EA	$12,846.60	$12,847													$12,847										**$12,847**
D5012	1821335	Main Distribution Panel, 50 AMP, Replace	30	16	14	1	EA	$1,207.80	$1,208															$1,208								**$1,208**
D5012	1821292	Main Distribution Panel, 100 AMP, Replace	30	12	18	1	EA	$1,207.80	$1,208																			$1,208				**$1,208**
D5019	1826133	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	28	12	1750	SF	$14.27	$24,980													$24,980										**$24,980**
D5022	1821369	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	3	EA	$230.58	$692				$692																			**$692**
D5022	1821254	Light Fixture, 100 WATT, Replace	20	17	3	4	EA	$241.56	$966				$966																			**$966**
D5029	1821282	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	12	8	1300	SF	$6.59	$8,564									$8,564														**$8,564**
E1099	1821244	Bleacher, Telescoping Power Operated, 16 to 20 Tier, Replace	20	10	10	2	EA	$713.70	$1,427											$1,427												**$1,427**
F1041	1821298	Swimming Pool, Filtration System, Replace	15	12	3	1	EA	$6,588.00	$6,588				$6,588															$6,588				**$13,176**
F1041	1821262	Gas Heater, 750 MBH, Replace	20	16	4	1	EA	$20,532.60	$20,533					$20,533																		**$20,533**
F1041	1821287	Circulation Pump, Swimming Pool, 3 HP, Replace	15	9	6	1	EA	$5,599.80	$5,600							$5,600																**$5,600**
F1041	1821306	Swimming Pool, Plaster Basin, Refinish	15	9	6	3800	SF	$6.81	$25,869							$25,869																**$25,869**
F1041	1821340	Swimming Pool, Accessible Lift Transfer Device, Replace	20	8	12	1	EA	$13,176.00	$13,176													$13,176										**$13,176**
F1041	1821286	Circulation Pump, Swimming Pool, 5 HP, Replace	25	10	15	1	EA	$6,697.80	$6,698																$6,698							**$6,698**
F1041	1821368	Swimming Pool, Lifeguard Chair, Replace	40	25	15	1	EA	$4,501.80	$4,502																$4,502							**$4,502**
G2041	1821300	Fences & Gates, Chain Link, 10' High, Replace	40	26	14	380	LF	$27.45	$10,431															$10,431								**$10,431**
G2045	1821367	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	15	5	1	EA	$549.00	$549						$549																	**$549**
G2045	1821249	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$549.00	$549											$549												**$549**
G4021	1821253	Site Pole Light, 200 WATT, Replace/Install	20	2	18	1	EA	$4,611.60	$4,612																			$4,612				**$4,612**
G4021	1821240	Site Pole Light, 200 WATT, Replace/Install	20	2	18	1	EA	$4,611.60	$4,612																			$4,612				**$4,612**
Totals, Unescalated										**$0**	**$0**	**$0**	**$26,819**	**$23,036**	**$549**	**$31,469**	**$0**	**$8,564**	**$0**	**$1,976**	**$0**	**$59,764**	**$1,729**	**$14,142**	**$11,200**	**$4,831**	**$0**	**$19,654**	**$0**	**$0**	**$203,734**
Totals, Escalated (3.0% inflation, compounded annually)										**$0**	**$0**	**$0**	**$29,305**	**$25,927**	**$636**	**$37,575**	**$0**	**$10,849**	**$0**	**$2,656**	**$0**	**$85,209**	**$2,540**	**$21,391**	**$17,449**	**$7,753**	**$0**	**$33,460**	**$0**	**$0**	**$274,751**

* Markup/LocationFactor (1.098) has been included in unit costs.

Chet Holifield Park (6.55 Acres) / Restroom Building

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B2011	1821375	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	6	4	1150	SF	$3.29	$3,788					$3,788										$3,788								**$7,576**
B2032	1821372	Exterior Door, Steel, Replace	40	22	18	3	EA	$658.80	$1,976																			$1,976				**$1,976**
B3011	1821250	Roof, Asphalt Shingle 20-Year, Replace	20	7	13	850	SF	$4.17	$3,547														$3,547									**$3,547**
C1031	1821241	Toilet Partitions, Wood, Replace	20	7	13	1	EA	$549.00	$549														$549									**$549**
C1031	1821304	Toilet Partitions, Wood, Replace	20	7	13	4	EA	$549.00	$2,196														$2,196									**$2,196**
C3012	1821283	Interior Wall Finish, any surface, Prep & Paint	10	7	3	1200	SF	$1.65	$1,976				$1,976										$1,976									**$3,953**
D2011	1821322	Toilet, 1.8 GPF, Replace	30	27	3	4	EA	$1,427.40	$5,710				$5,710																			**$5,710**
D2011	1821366	Toilet, 1.8 GPF, Replace	30	27	3	1	EA	$1,427.40	$1,427				$1,427																			**$1,427**
D2012	1821291	Urinal, 0.125 GPF, Replace	30	27	3	3	EA	$1,207.80	$3,623				$3,623																			**$3,623**
D2014	1821277	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	27	3	1	EA	$1,647.00	$1,647				$1,647																			**$1,647**
D2014	1821284	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	27	3	1	EA	$1,647.00	$1,647				$1,647																			**$1,647**
D2018	1821329	Drinking Fountain, Outside/Site Style, Replace	15	9	6	1	EA	$3,952.80	$3,953							$3,953																**$3,953**
D2029	1826127	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	30	10	750	SF	$12.08	$9,059											$9,059												**$9,059**
D5012	1821359	Main Distribution Panel, 120/240 V, 70 Amp Residential-Style, Replace	30	25	5	1	EA	$1,207.80	$1,208						$1,208																	**$1,208**
D5019	1826126	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	30	10	750	SF	$14.27	$10,706											$10,706												**$10,706**
D5022	1821251	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	4	EA	$230.58	$922				$922																			**$922**
Totals, Unescalated										**$0**	**$0**	**$0**	**$16,953**	**$3,788**	**$1,208**	**$3,953**	**$0**	**$0**	**$0**	**$19,764**	**$0**	**$0**	**$8,268**	**$3,788**	**$0**	**$0**	**$0**	**$1,976**	**$0**	**$0**	**$59,698**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Totals, Escalated (3.0% inflation, compounded annually)										**$0**	**$0**	**$0**	**$18,525**	**$4,264**	**$1,400**	**$4,720**	**$0**	**$0**	**$0**	**$26,561**	**$0**	**$0**	**$12,142**	**$5,730**	**$0**	**$0**	**$0**	**$3,365**	**$0**	**$0**	**$76,706**

* Markup/LocationFactor (1.098) has been included in unit costs.

Chet Holifield Park (6.55 Acres) / Site

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B1022	1821263	Roof Structure, Pitched, Wood Trusses, Replace	75	68	7	950	SF	$21.96	$20,862								$20,862															**$20,862**
B2039	1821264	Pedestrian Gate, Aluminized Steel, Replace	25	10	15	1	EA	$823.50	$824																$824							**$824**
B3011	1821318	Roof, Metal, Replace	40	30	10	120	SF	$14.27	$1,713											$1,713												**$1,713**
B3011	1821350	Roof, Metal, Replace	40	30	10	120	SF	$14.27	$1,713											$1,713												**$1,713**
D2018	1821319	Drinking Fountain, Outside/Site Style, Replace	15	14	1	1	EA	$3,952.80	$3,953		$3,953															$3,953						**$7,906**
D2021	1821314	Backflow Preventer, 3 INCH, Replace	30	15	15	1	EA	$5,709.60	$5,710																$5,710							**$5,710**
D2023	1821273	Domestic Circulation/Booster Pump, 5 HP, Replace	25	20	5	1	EA	$6,697.80	$6,698						$6,698																	**$6,698**
E1099	1821364	Bleacher, Telescoping Power Operated, 21 to 30 Tier, Replace	20	10	10	1	EA	$823.50	$824											$824												**$824**
E1099	1821242	Bleacher, Telescoping Power Operated, 16 to 20 Tier, Replace	20	6	14	1	EA	$713.70	$714															$714								**$714**
E1099	1821257	Bleacher, Telescoping Power Operated, 21 to 30 Tier, Replace	20	6	14	1	EA	$823.50	$824															$824								**$824**
G2022	1821267	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	16400	SF	$0.49	$8,103		$8,103					$8,103					$8,103					$8,103						**$32,413**
G2022	1821272	Parking Lots, Asphalt Pavement, Overlay	25	24	1	16400	SF	$2.19	$35,924		$35,924																					**$35,924**
G2022	1821317	Parking Lots, Concrete Pavement, Replace	50	47	3	400	SF	$9.88	$3,953				$3,953																				**$3,953**
G2041	1821274	Fences & Gates, Chain Link, 20' High, Replace	40	22	18	620	LF	$27.45	$17,019																					$17,019		**$17,019**
G2044	1821281	Signage, Property, Monument/Pylon, Replace/Install	20	8	12	1	EA	$10,431.00	$10,431													$10,431										**$10,431**
G2045	1821296	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	22	3	13	EA	$1,537.20	$19,984				$19,984																				**$19,984**
G2045	1821258	Site Furnishings, Picnic Table, Concrete, Replace	25	21	4	1	EA	$2,662.65	$2,663					$2,663																				**$2,663**
G2045	1821293	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	19	6	1	EA	$1,537.20	$1,537							$1,537																		**$1,537**
G2045	1821365	Park Grill (Barbeque), Large Group, Replace	15	9	6	1	EA	$1,824.88	$1,825							$1,825																		**$1,825**
G2045	1821349	Site Furnishings, Picnic Table, Concrete, Replace	25	19	6	1	EA	$1,537.20	$1,537							$1,537																		**$1,537**
G2045	1821269	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	19	6	1	EA	$1,537.20	$1,537							$1,537																		**$1,537**
G2045	1821325	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	19	6	1	EA	$1,537.20	$1,537							$1,537																		**$1,537**
G2045	1821321	Site Furnishings - Metal Trash Receptacles, ,	15	8	7	1	EA	$613.78	$614								$614																	**$614**
G2045	1821376	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$613.78	$614								$614																	**$614**
G2045	1821265	Site Furnishings - Metal Trash Receptacles, Site Furnishings - Metal Trash Receptacles, Replace	15	8	7	1	EA	$613.78	$614								$614																	**$614**
G2045	1821328	Park Grill (Barbeque), , Replace	15	8	7	1	EA	$996.98	$997								$997																	**$997**
G2045	1821276	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	10	10	1	EA	$549.00	$549											$549												**$549**
G2045	1821279	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	8	12	1	EA	$549.00	$549													$549										**$549**
G2045	1821294	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	8	12	1	EA	$549.00	$549													$549										**$549**
G2045	1821297	Site Furnishings, Picnic Table, Concrete, Replace	25	11	14	1	EA	$1,537.20	$1,537															$1,537								**$1,537**
G2045	1821360	Site Furnishings, Picnic Table, Concrete, Replace	25	11	14	1	EA	$1,537.20	$1,537															$1,537								**$1,537**
G2045	1821320	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	11	14	1	EA	$1,537.20	$1,537															$1,537								**$1,537**
G2045	1821336	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	11	14	1	EA	$1,537.20	$1,537															$1,537								**$1,537**
G2045	1821351	Site Furnishings, Picnic Table, Concrete, Replace	25	10	15	1	EA	$1,537.20	$1,537																$1,537							**$1,537**
G2045	1821315	Site Furnishings, Picnic Table, Concrete, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1821358	Site Furnishings, Picnic Table, Concrete, Replace	25	8	17	1	EA	$2,635.20	$2,635																		$2,635					**$2,635**
G2047	1821289	Play Surfaces & Sports Courts, Asphalt, Seal & Stripe	5	3	2	9000	SF	$0.49	$4,437			$4,437					$4,437						$4,437									**$17,748**
G2047	1821247	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	12	8	2400	SF	$0.98	$2,359									$2,359														**$2,359**
G2047	1821271	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	12	8	6200	SF	$0.98	$6,093									$6,093														**$6,093**
G2047	1821370	Sports Apparatus, Basketball Backstop, Replace	25	15	10	6	EA	$10,431.00	$62,586											$62,586												**$62,586**
G2047	1821285	Play Surfaces & Sports Courts, Sand, Replace	20	6	14	12500	SF	$0.88	$10,966															$10,966								**$10,966**
G2047	1821332	Play Structure, Medium, Replace	20	6	14	1	EA	$21,960.00	$21,960															$21,960								**$21,960**
G2047	1821239	Play Structure, Large, Replace	20	6	14	1	EA	$38,430.00	$38,430															$38,430								**$38,430**
G2057	1821371	Irrigation System, , Replace/Install	25	12	13	195000	SF	$3.84	$749,385														$749,385									**$749,385**
G4021	1821313	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625														**$68,625**
G4021	1821343	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625														**$68,625**
G4021	1821309	Site Pole Light, 200 WATT, Replace/Install	20	12	8	6	EA	$4,392.00	$26,352									$26,352														**$26,352**
G4021	1821344	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625														**$68,625**
G4021	1821275	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625														**$68,625**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
G4021	1821311	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625													**$68,625**
G4021	1821310	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$7,686.00	$7,686									$7,686													**$7,686**
G4021	1821357	Site Pole Light, 1000 WATT, Replace/Install	20	12	8	1	EA	$68,625.00	$68,625									$68,625													**$68,625**
G4021	1821330	Site Pole Light, 200 WATT, Replace/Install	20	10	10	1	EA	$4,392.00	$4,392											$4,392											**$4,392**
G4021	1821333	Site Pole Light, 200 WATT, Replace/Install	20	10	10	1	EA	$4,392.00	$4,392											$4,392											**$4,392**
G4021	1821341	Site Pole Light, 1000 WATT, Replace/Install	20	8	12	1	EA	$68,625.00	$68,625													$68,625									**$68,625**
G4021	1821374	Site Pole Light, 1000 WATT, Replace/Install	20	8	12	1	EA	$7,686.00	$7,686													$7,686									**$7,686**
G4021	1821307	Site Pole Light, 1000 WATT, Replace/Install	20	4	16	3	EA	$7,686.00	$23,058																	$23,058					**$23,058**
G4021	1821338	Site Pole Light, 1000 WATT, Replace/Install	20	2	18	1	EA	$7,466.40	$7,466																			$7,466			**$7,466**
G4021	1821248	Site Pole Light, 1000 WATT, Replace/Install	20	2	18	1	EA	$7,466.40	$7,466																			$7,466			**$7,466**
G4021	1821245	Site Pole Light, 1000 WATT, Replace/Install	20	2	18	1	EA	$7,466.40	$7,466																			$7,466			**$7,466**
G4021	1821243	Site Pole Light, 1000 WATT, Replace/Install	20	2	18	1	EA	$7,466.40	$7,466																			$7,466			**$7,466**
Z105X	1821246	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$8,235.00	$8,235	$8,235																					**$8,235**
Totals, Unescalated										**$8,235**	**$47,980**	**$4,437**	**$23,936**	**$2,663**	**$6,698**	**$16,077**	**$28,137**	**$454,239**	**$0**	**$76,168**	**$8,103**	**$92,277**	**$749,385**	**$79,042**	**$8,070**	**$35,114**	**$8,609**	**$46,885**	**$0**	**$0**	**$1,696,057**
Totals, Escalated (3.0% inflation, compounded annually)										**$8,235**	**$49,420**	**$4,707**	**$26,156**	**$2,997**	**$7,765**	**$19,197**	**$34,605**	**$575,417**	**$0**	**$102,364**	**$11,217**	**$131,565**	**$1,100,497**	**$119,559**	**$12,573**	**$56,348**	**$14,230**	**$79,818**	**$0**	**$0**	**$2,356,668**

* Markup/LocationFactor (1.098) has been included in unit costs.

Appendix F:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821314	D2021	**Backflow Preventer**	3 INCH	Chet Holifield Park (6.55 Acres) / Site	Site	Febco	825 YD	N0801150556			
2	1821273	D2023	**Domestic Circulation/Booster Pump**		Chet Holifield Park (6.55 Acres) / Site	Site	Inaccessible	Inaccessible	Inaccessible			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821346	D3022	**Chemical Feed System**		Chet Holifield Park (6.55 Acres) / Pool House	Pool Equipment Building	Chemtrol	No tag/plate found	No tag/plate found			
2	1821345	D3032	**Condensing Unit/Heat Pump**	5 TON	Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House	Scout House	York	GCGD60S41S3A	W1E0847555	2008		

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821292	D5012	**Main Distribution Panel**	100 AMP	Chet Holifield Park (6.55 Acres) / Pool House	Pool House	FPE	NBLP-G	No tag/plate found			
2	1821355	D5012	**Main Distribution Panel**		Chet Holifield Park (6.55 Acres) / Concession Stand Building	Concession Building	General Electric	Illegible	Illegible			
3	1821348	D5012	**Main Distribution Panel**		Chet Holifield Park (6.55 Acres) / Concession Stand Building	Concession Building	General Electric	NLAB	BE254143			
4	1821359	D5012	**Main Distribution Panel**		Chet Holifield Park (6.55 Acres) / Restroom Building	Restrooms Building	Benjamin	Illegible	Illegible			
5	1821335	D5012	**Main Distribution Panel**	50 AMP	Chet Holifield Park (6.55 Acres) / Pool House	Pool House	FPE	NBLP-G	CH-281110			
6	1821254	D5022	**Light Fixture**	100 WATT	Chet Holifield Park (6.55 Acres) / Pool House	Pool Equipment Building						4
7	1821316	D5022	**Light Fixture**		Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House	Park Ranger Building						4
8	1821369	D5022	**Light Fixture**		Chet Holifield Park (6.55 Acres) / Pool House	Pool House						3
9	1821251	D5022	**Light Fixture**		Chet Holifield Park (6.55 Acres) / Restroom Building	Restrooms Building						4
10	1821347	D5022	**Light Fixture**		Chet Holifield Park (6.55 Acres) / Concession Stand Building	Concession Building						3
11	1821255	D5022	**Light Fixture**		Chet Holifield Park (6.55 Acres) / Park Ranger & Scout House	Scout House						4

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821242	E1099	**Bleacher**		Chet Holifield Park (6.55 Acres) / Site	Softball Field						
2	1821244	E1099	**Bleacher**		Chet Holifield Park (6.55 Acres) / Pool House	Pool House						2
3	1821257	E1099	**Bleacher**		Chet Holifield Park (6.55 Acres) / Site	Softball Field						
4	1821364	E1099	**Bleacher**		Chet Holifield Park (6.55 Acres) / Site	Softball Field						

F10 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821287	F1041	**Circulation Pump**		Chet Holifield Park (6.55 Acres) / Pool House	Pool Equipment Building	A. O. Smith	PLBC-1781	1098			
2	1821286	F1041	**Circulation Pump**		Chet Holifield Park (6.55 Acres) / Pool House	Pool Equipment Building	A. O. Smith	Illegible	Illegible			
3	1821262	F1041	**Gas Heater**	750 MBH	Chet Holifield Park (6.55 Acres) / Pool House	Pool Equipment Building	Raypak	Illegible	Illegible			
4	1821340	F1041	**Swimming Pool**		Chet Holifield Park (6.55 Acres) / Pool House	Pool House	Aquatic Lift	390-0000	S4349	2012		
5	1821298	F1041	**Swimming Pool**		Chet Holifield Park (6.55 Acres) / Pool House	Pool Equipment Building	No tag/plate found	No tag/plate found	No tag/plate found			
6	1821368	F1041	**Swimming Pool**		Chet Holifield Park (6.55 Acres) / Pool House	Pool House						

G40 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821338	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Basketball Court						
2	1821248	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Basketball Court						
3	1821313	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
4	1821307	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Parking lot						3
5	1821343	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
6	1821341	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
7	1821344	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
8	1821374	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
9	1821275	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
10	1821245	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6,55 Acres) / Site	Basketball Court						
11	1821311	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
12	1821243	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Basketball Court						
13	1821310	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6,55 Acres) / Site	Softball Field						
14	1821357	G4021	**Site Pole Light**	1000 WATT	Chet Holifield Park (6.55 Acres) / Site	Softball Field						
15	1821330	G4021	**Site Pole Light**	200 WATT	Chet Holifield Park (6.55 Acres) / Site	Site						
16	1821253	G4021	**Site Pole Light**	200 WATT	Chet Holifield Park (6.55 Acres) / Pool House	Pool House						
17	1821309	G4021	**Site Pole Light**	200 WATT	Chet Holifield Park (6.55 Acres) / Site	Site						6
18	1821240	G4021	**Site Pole Light**	200 WATT	Chet Holifield Park (6.55 Acres) / Pool House	Pool House						
19	1821333	G4021	**Site Pole Light**	200 WATT	Chet Holifield Park (6.55 Acres) / Site	Site						

SECTION IV-G
Potrero Heights Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Potrero Heights Park
8051 Arroyo Drive
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-008.354

DATE OF REPORT:
May 14, 2020

ON SITE DATE:
April 23, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	8051 Arroyo Drive, Montebello, California 90640
Site Developed	1976 Renovated 2012
Site Area	6.78 acres (estimated)
Parking Spaces	21 total spaces all in open lots; 2 of which are accessible
Building Area	1,300 SF, Recreation/Restroom Building
Number of Stories	One
Outside Occupants	None
Date(s) of Visit	April 23, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Steve Zaragoza
Assessment and Report Prepared By	Jonathan Levine
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 x6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Potrero Heights Park was originally built in 1976. The recreation/restroom facility was constructed at the same time. The park and facility were renovated in 2012. The neighboring Senior Center, to the south west, and baseball field, to the north, are maintained by the County and were out of scope for this assessment.

Architectural

The recreation/restroom facility consists of a concrete masonry unit structure on a concrete slab with a wood framed roof. The exterior façade consists of painted CMU with steel windows. Exterior doors are metal entry doors for the recreation room and iron gates for the restrooms. The recreation room roof is of pyramid construction with asphalt shingles and the restroom roof is a flat construction with a modified bituminous finish. Typical lifecycle-based interior and exterior finish replacements are budgeted and anticipated.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The recreation room is heated and cooled by an electric furnace located in the furnace closet. No heating or cooling is provided to the restroom portion of the building.

The plumbing systems are adequate for the facility and no major piping issues were found. Domestic hot water is provided by an electric water heater located in the mechanical room. There was no evidence suggesting any problems with the general plumbing and sewage systems.

The building is served by a main distribution panel located in the mechanical room. The panel appears to be original and will require lifecycle replacement. Interior lighting consists of LED light fixtures.

The building is not protected by a fire alarm nor sprinkler suppression system. It is recommended an alarm system be installed for safety systems modernization.

Site

The site consists of the park, the recreation/restroom facility, concrete sidewalks/walkways, and an asphalt parking lot. In general, the site appears to be well maintained. The park contains grass and trees, play structures, benches and tables, gazebos, and barbecue grills. An irrigation serves the landscaping features. The parking lot asphalt pavement sealing and striping is worn and should be replaced. A portion of the pedestrian concrete pavement near the recreation/restroom building requires joint caulking. Site lighting consists of building mounted and scattered pole fixtures.

Recommended Additional Studies

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	21	Parking lot		X		
		Accessible Parking	2	Parking lot		X		
G2030	**Walks**							
		Concrete	11,000 SF	Throughout site				
G4020	**Lighting**							
		Building Mounted	4	Building exterior		X		
		Area (>12')	6	Throughout site	X			
G2050	**Landscape**							
		Grass (Turf)	29,200 SF	Throughout park	X			
		Trees	7	Throughout park	X			
G2057	**Irrigation**							
		Sprinkler system	29,200 SF	Throughout park		X		
G2045	**Site Furnishings**							
		Benches, Picnic	20	Throughout park	X			
		Benches, Seating	3	Throughout park	X			
		Receptacle, Trash	13	Throughout site		X		
		Park Grill	5	Throughout park		X		
G2046	**Fountains, Pools, & Watercourses**							
		Playground Equipment, Wet Play	3	Concrete play area		X		
G2047	**Playing Fields**							
		No Playing Fields Present						
G2049	**Miscellaneous Structures**							
		Recreation/Restroom	1	Recreation room with adjacent men's and women's restrooms	X			
		Gazebo	2	Picnic shelters	X			
G2050	**Miscellaneous Recreation**							
		Picnic Ground	4	Concrete Pad	X			
		Playground Equipment, Large	1	Play area	X			

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

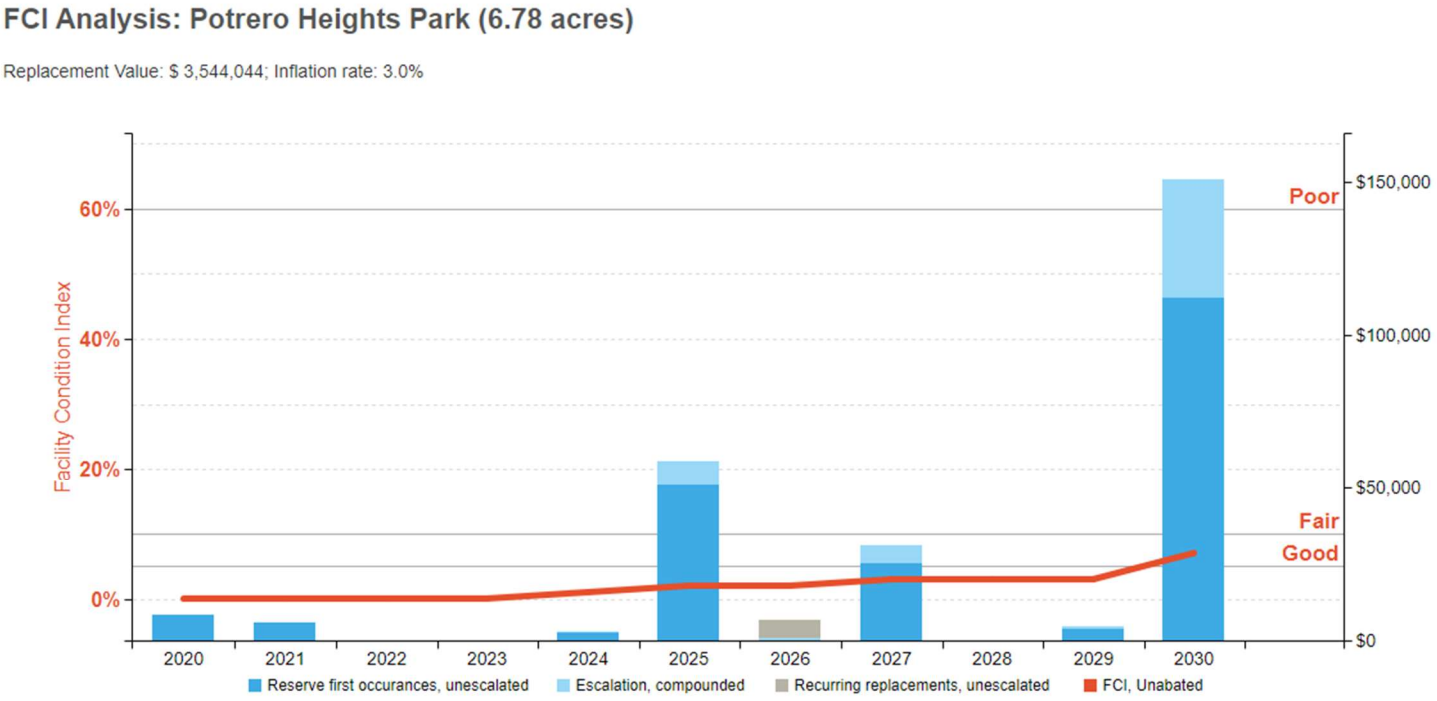
FCI Analysis | Potrero Heights Park (6.78 acres)

Replacement Value	*Total SF*	*Cost/SF*
$ 3,544,100	*295,337*	*$ 12*

Current FCI	$ 8,800	**0.2 %**
3-Year	$ 14,900	0.4 %
5-Year	$ 77,200	2.2 %
10-Year	$ 264,100	7.5 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



Immediate Needs

None

Key Findings

None

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the “why” part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the “best” fit, typically the one with the greatest significance.

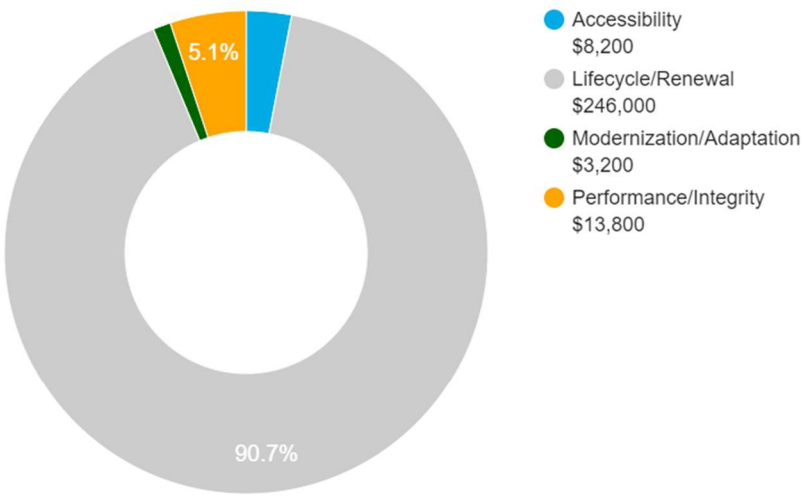
Plan Type Descriptions

Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.

Plan Type Descriptions

Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $271,200

2. Building and Site Information





Systems Summary

System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Painted CMU with steel windows	Fair
Roof	Primary: Pyramid construction with asphalt shingles Primary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted CMU, Unfinished Floors: VCT, Unfinished Ceilings: Wood, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting Electric water heater Toilets, urinals, and sinks in all restrooms	Fair
HVAC	Electric Furnace	Fair
Fire Suppression	None	--

Systems Summary

Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: LED	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Site Pavement	Asphalt lots with concrete sidewalks, curbs, ramps, and stairs	Good
Site Development	Property entrance signage, CMU dumpster enclosures Playgrounds and site lights Heavily furnished park benches, picnic tables, grills, and trash receptacles	Good
Landscaping and Topography	Moderate landscaping features Irrigation present Severe site slopes along south boundary	Good
Utilities	Municipal water and sewer Local utility-provided electric	Good
Site Lighting	Pole-mounted: LED Building-mounted: LED	Good
Ancillary Structures	Gazebos	Good
Accessibility	Potential moderate/major issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	Recreation/restroom building lacks fire alarm and suppression systems, asphalt parking lot pavement needs sealing and striping, pedestrian concrete pavement requires joint caulking	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	$800	-	$1,000	$1,800
Facade	-	-	-	$6,500	$29,200	$35,700
Roofing	-	-	-	-	$14,700	$14,700
Interiors	-	-	$600	$7,500	$6,400	$14,400
Plumbing	-	-	-	$700	$3,000	$3,700
HVAC	-	-	-	$5,000	-	$5,000
Electrical	-	-	$3,800	-	$18,500	$22,300
Fire Alarm & Comm	-	-	$3,200	-	-	$3,200
Equipment/Special	-	-	-	$500	$500	$900
Site Development	-	-	-	$15,900	$146,700	$162,700
Site Lighting	-	-	-	-	$41,100	$41,100
Pavement	$500	$6,200	$53,900	$7,100	$17,900	$85,600
Landscaping	-	-	-	$150,800	-	$150,800
Accessibility	$8,200	-	-	-	-	$8,200
TOTALS	**$8,700**	**$6,200**	**$62,300**	**$194,000**	**$279,000**	**$550,100**

3. Property Space Use and Observed Areas

Unit Allocation

All 6.78 acres of the property are occupied by the City of Montebello/Parks, Recreation, and Community Services. The space is a public park with a supporting recreation/restroom facility.

Areas Observed

The interior spaces, the site within the property boundaries, and the exterior of the property were observed in order to gain a clear understanding of the property's overall condition.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Roofs, Lack of ladder or other means of egress

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1976. The facility was significantly renovated in 2012. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

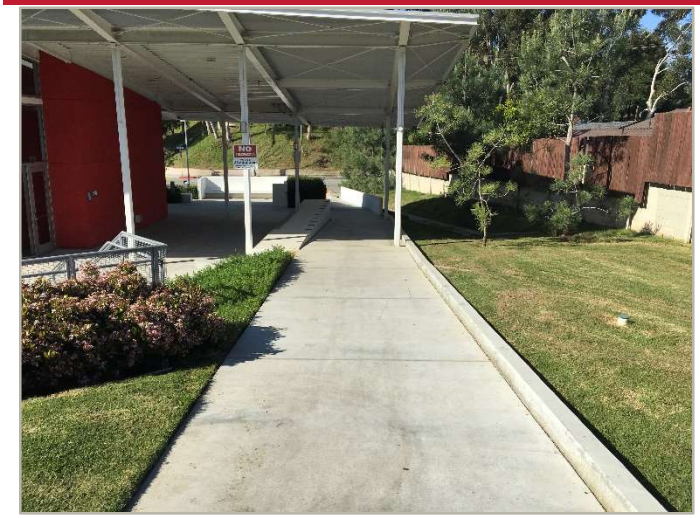
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☒	☐	☐
Interior Path of Travel	☐	☐	☒

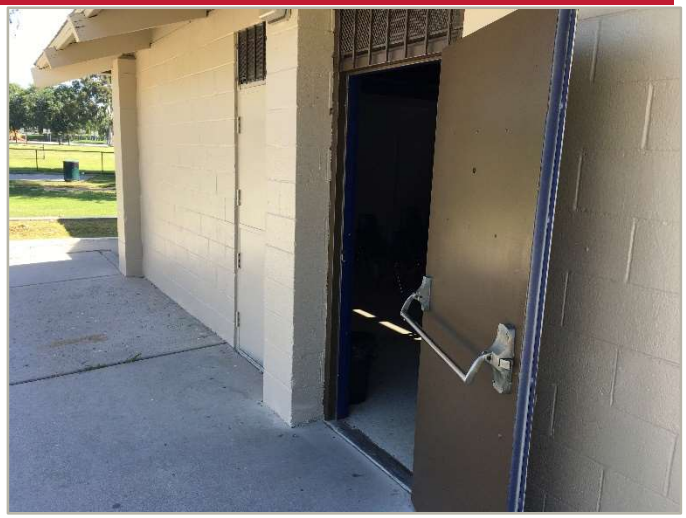
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Public Use Restrooms	☒	☐	☐
Elevators	NA	NA	NA
Kitchens/Kitchenettes	NA	NA	NA
Recreational equipment	☐	☐	☒

Campus Accessibility: Photographic Overview



Park entrance ramp



Accessible building entrance



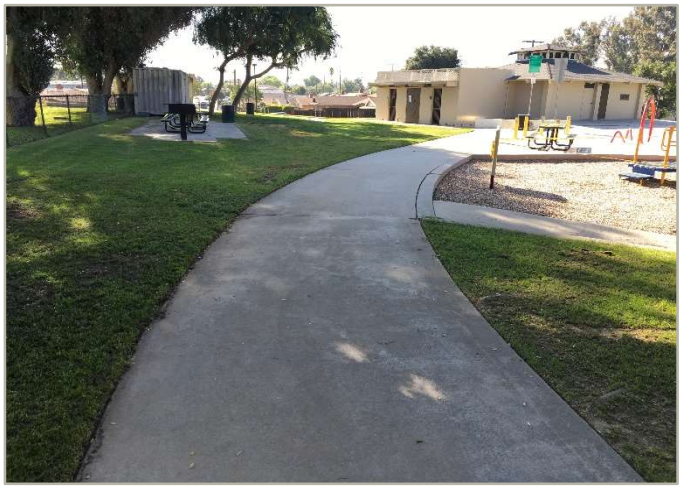
Restroom



Playground



Accessible parking



Exterior path of travel

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few door knobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few door knobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Potrero Heights Park, 8051 Arroyo Drive, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Jonathan Levine,
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Reviewed by:

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Technical Report Reviewer for
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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: ADA Checklist
Appendix E: Component Condition Report
Appendix F: Replacement Reserves
Appendix G: Equipment Inventory List

Appendix A:
Photographic Record



1	POTRERO HEIGHTS PARK



2	POTRERO HEIGHTS PARK



3	RECREATION/RESTROOM FACILITY



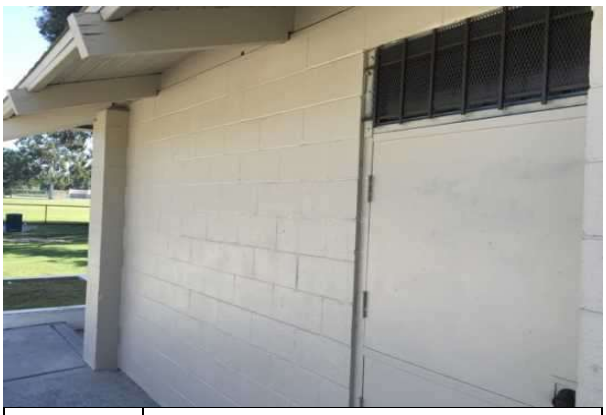
4	RECREATION ROOM



5	RESTROOM



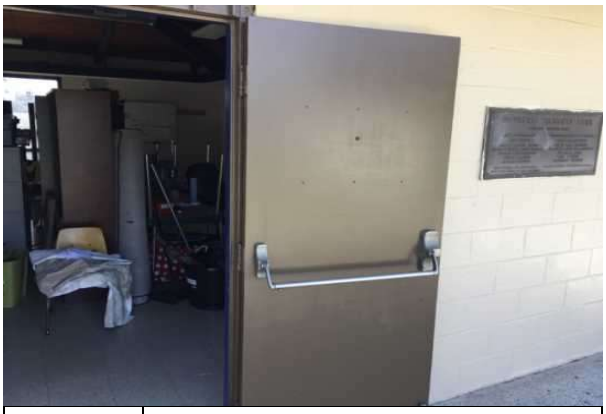
6	MECHANICAL ROOM



7	EXTERIOR PAINTED CMU WALL



8	STEEL WINDOWS



9	EXTERIOR METAL DOOR



10	ASPHALT SHINGLES ROOF



11	WATER HEATER



12	DOMESTIC PIPING



13	IRRIGATION SYSTEM



14	FURNACE



15	HVAC SYSTEM DUCTWORK



16	MAIN DISTRIBUTION PANEL



17	INTERIOR LIGHTING



18	EXTERIOR BUILDING MOUNTED LIGHT



19	SITE POLE LIGHT



20	PLAY AREA



21	PARK BENCH



22	PICNIC TABLE



23	PARK GRILL



24	TRASH RECEPTACLE



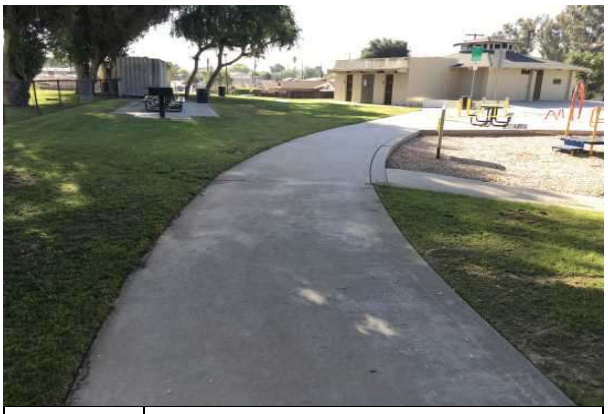
25	GAZEBO



26	DUMPSTER ENCLOSURES



27	LANDSCAPING



28	PEDESTRIAN CONCRETE PAVEMENT



29	MISSING JOINT CAULKING IN CONCRETE PAVEMENT



30	EXTERIOR STAIRS



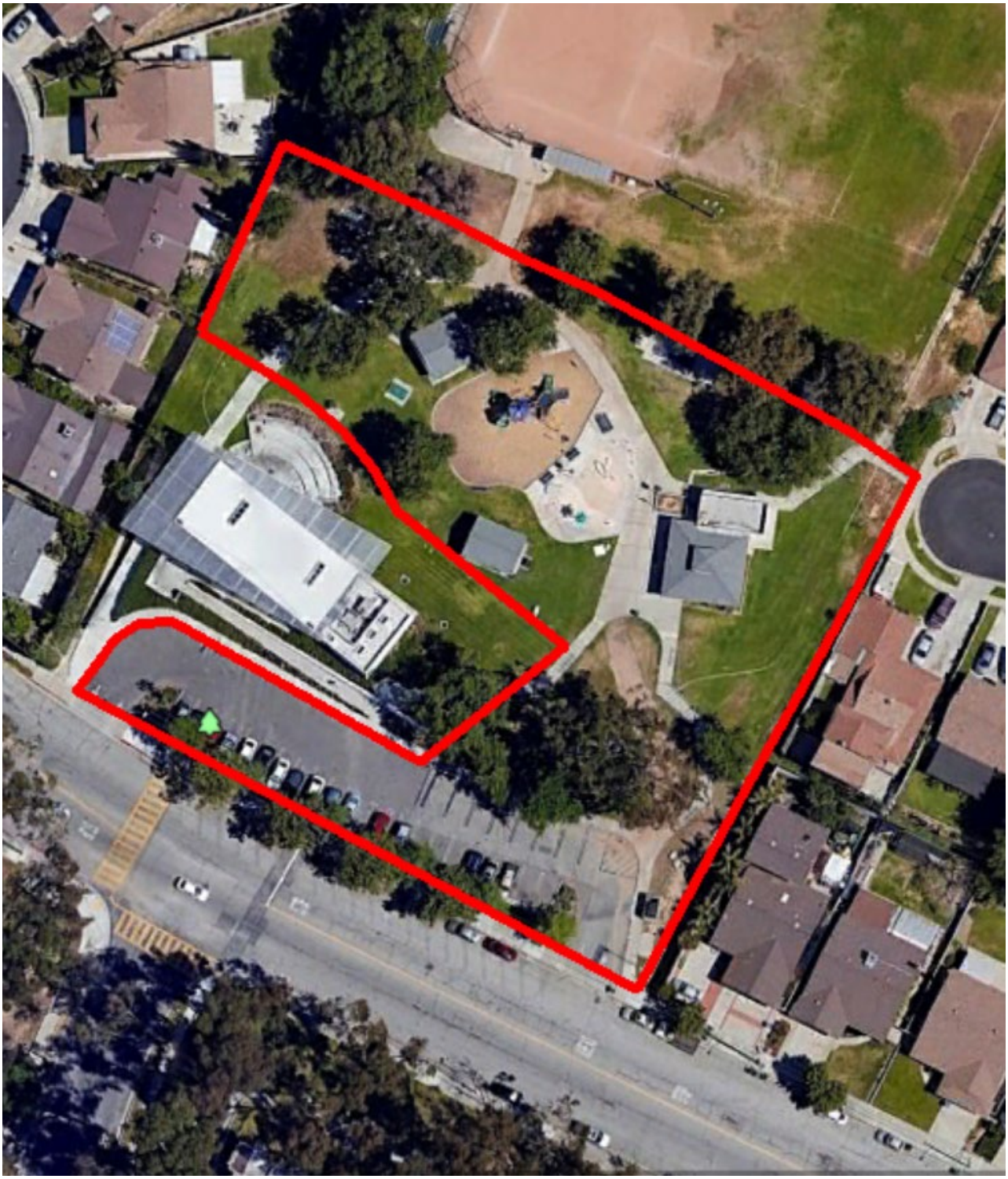
31	ASPHALT PARKING LOT PAVEMENT



32	WORN ASPHALT PAVEMENT SEALING AND STRIPING

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-008.354	Potrero Heights Park City of Montebello
Source	**On-Site Date**
Google Earth	April 23, 2020

Appendix C:
Pre-Survey Questionnaire - Not Included

Appendix D:
ADA Checklist

Visual Checklist - 2010 ADA Standards for Accessible Design

Property Name: Potrero Heights Park

EMG Project Number: 142318.20R000-008.354

Abbreviated Accessibility Checklist

Facility History & Interview

	Question	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property? If so, indicate when.		X		
2	Have any ADA improvements been made to the property since original construction? Elaborate, especially if fully or partially addressed as the result of a previous study.			X	
3	Has building ownership/management reported any ADA complaints or litigation?		X		

Playgrounds & Swimming Pools



Play area



Play area

	Question	Yes	No	NA	Comments
1	Is there an accessible route to the play area/s?	X			
2	Has the play area been reviewed for accessibility?	X			
3	Are publicly accessible swimming pools equipped with an entrance lift?			X	

Abbreviated Accessibility Checklist

Parking



Accessible parking spots

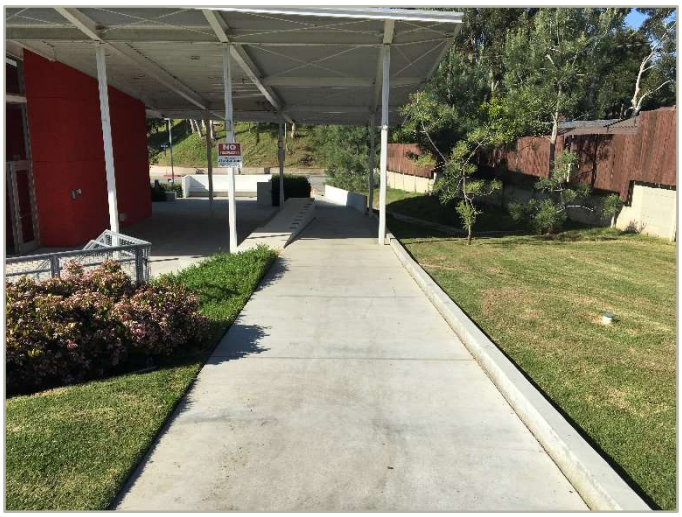


Accessible parking stall

	Question	Yes	No	NA	Comments
1	Does the required number of standard ADA designated spaces appear to be provided?	X			
2	Does the required number of van-accessible designated spaces appear to be provided?	X			
3	Are accessible spaces on the shortest accessible route to an accessible building entrance?	X			
4	Does parking signage include the International Symbol of Accessibility?	X			
5	Does each accessible space have an adjacent access aisle?	X			
6	Do parking spaces and access aisles appear to be relatively level and without obstruction?	X			

Abbreviated Accessibility Checklist

Exterior Accessible Route



Park entrance ramp



Pedestrian path of travel

	Question	Yes	No	NA	Comments
1	Is an accessible route present from public transportation stops and municipal sidewalks on or immediately adjacent to the property?	X			
2	Does a minimum of one accessible route appear to connect all public areas on the exterior, such as parking and other outdoor amenities, to accessible building entrances?	X			
3	Are curb ramps present at transitions through raised curbs on all accessible routes?	X			
4	Do curb ramps appear to have compliant slopes for all components?	X			
5	Do ramp runs on an accessible route appear to have compliant slopes?	X			
6	Do ramp runs on an accessible route appear to have a compliant rise and width?	X			
7	Do ramps on an accessible route appear to have compliant end and intermediate landings?		X		Entrance ramp does not have intermediate landings as required due to its length
8	Do ramps on an accessible route appear to have compliant handrails?		X		Entrance ramp does not have handrails

Abbreviated Accessibility Checklist

Building Entrances



Accessible building entrance

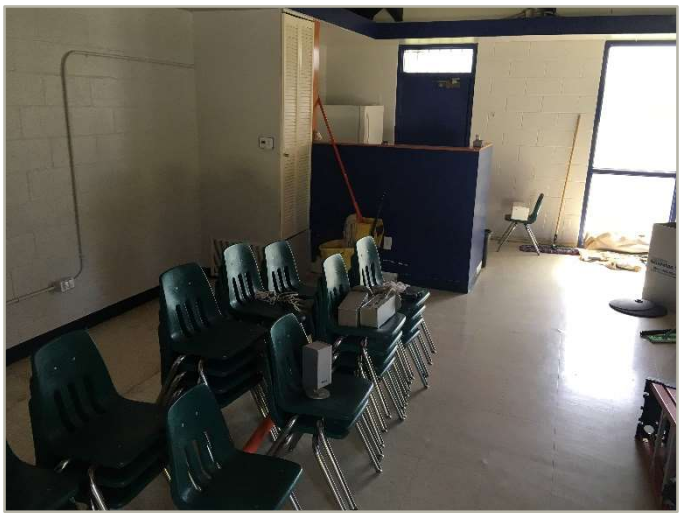


Accessible building exit

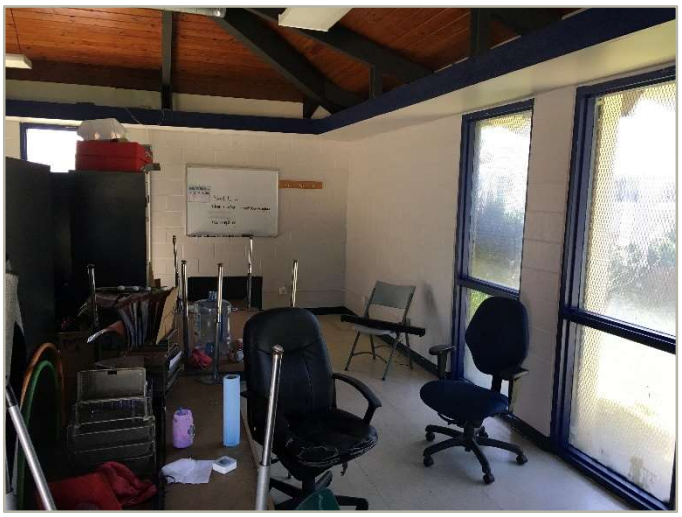
	Question	Yes	No	NA	Comments
1	Do a sufficient number of accessible entrances appear to be provided?	X			
2	If the main entrance is not accessible, is an alternate accessible entrance provided?			X	
3	Is signage provided indicating the location of alternate accessible entrances?		X		No accessibility signage present
4	Do doors at accessible entrances appear to have compliant maneuvering clearance area on each side?	X			
5	Do doors at accessible entrances appear to have compliant hardware?	X			
6	Do doors at accessible entrances appear to have a compliant clear opening width?	X			
7	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?			X	
8	Do thresholds at accessible entrances appear to have a compliant height?	X			

Abbreviated Accessibility Checklist

Interior Accessible Route, Interior Doors & Amenities



Recreation room



Recreation room

	Question	Yes	No	NA	Comments
1	Does an accessible route appear to connect all public areas inside the building?	X			
2	Do accessible routes appear free of obstructions and/or protruding objects?	X			
3	Do ramps on accessible routes appear to have compliant slopes?			X	
4	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	
5	Do ramps on accessible routes appear to have compliant end and intermediate landings?			X	
6	Do ramps on accessible routes appear to have compliant handrails?			X	
7	Are accessible areas of refuge and the accessible means of egress to those areas identified with accessible signage?		X		No accessibility signage present
8	Do public transaction areas have an accessible, lowered service counter section?			X	
9	Do public telephones appear mounted with an accessible height and location?			X	
10	Do doors at interior accessible routes appear to have compliant maneuvering clearance area on each side?			X	
11	Do doors at interior accessible routes appear to have compliant hardware?			X	
12	Do non-fire hinged, sliding, or folding doors on interior accessible routes appear to have compliant opening force?			X	

	Question	Yes	No	NA	Comments
13	Do doors on interior accessible routes appear to have a compliant clear opening width?			X	

Abbreviated Accessibility Checklist

Elevators

No elevator(s) present

No elevator(s) present

	Question	Yes	No	NA	Comments
1	Are hallway call buttons configured with the “UP” button above the “DOWN” button?			X	
2	Is accessible floor identification signage present on the hoistway sidewalls on each level?			X	
3	Do the elevators have audible and visual arrival indicators at the lobby and hallway entrances?			X	
4	Do the elevator hoistway and car interior appear to have a minimum compliant clear floor area?			X	
5	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?			X	
6	Do elevator car control buttons appear to be mounted at a compliant height?			X	
7	Are tactile and Braille characters mounted to the left of each elevator car control button?			X	
8	Are audible and visual floor position indicators provided in the elevator car?			X	
9	Is the emergency call system on or adjacent to the control panel and does it not require voice communication?			X	

Abbreviated Accessibility Checklist

Common Area Restrooms



Restroom



Restroom

	Question	Yes	No	NA	Comments
1	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?	X			
2	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?	X			
3	Does the lavatory faucet have compliant handles?	X			
4	Is the plumbing piping under lavatories configured to protect against contact?		X		Missing toe wraps under sinks
5	Are grab bars provided at compliant locations around the toilet?		X		Missing rear wall grab bar
6	Do toilet stall doors appear to provide the minimum compliant clear width?		X		Accessible toilet stalls not large enough
7	Do toilet stalls appear to provide the minimum compliant clear floor area?		X		Accessible toilet stalls not large enough
8	Where more than one urinal is present in a multi-user restroom, does minimum one urinal appear to be mounted at a compliant height and with compliant approach width?	X			
9	Do accessories and mirrors appear to be mounted at a compliant height?		X		Soap dispensers too high

Appendix E:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Good	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,600 SF	7	1822082
B2021	Building exterior	Fair	Window, 24 SF	4	15	1822083
B2032	Building exterior	Fair	Exterior Door, Steel	5	20	1822088
B2039	Restrooms	Good	Pedestrian Gate, Wrought Iron	1	17	1822149
B2039	Restrooms	Good	Pedestrian Gate, Wrought Iron	1	17	1822146
Roofing						
B3011	Restroom Roof	Fair	Roof, Modified Bituminous	370 SF	12	1822810
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	1,500 SF	12	1822101
Interiors						
C1031	Restrooms	Fair	Toilet Partitions, Plastic/Laminate	2	12	1822134
C3012	Recreation Room and Restrooms	Good	Interior Wall Finish, any surface, Prep & Paint	1,200 SF	7	1822081
C3021	Restrooms	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	300 SF	5	1822140
C3024	Recreation Room	Fair	Interior Floor Finish, Vinyl Tile (VCT)	750 SF	7	1822084
C3031	Recreation Room	Good	Interior Ceiling Finish, Wood	900 SF	22	1822108
Plumbing						
D2011	Restrooms	Good	Toilet, GPF	3	22	1822113
D2012	Restrooms	Good	Urinal, GPF	1	22	1822102
D2014	Restrooms	Good	Sink/Lavatory, Wall-Hung, Vitreous China	2	22	1822127
D2014	Recreation Room	Good	Sink/Lavatory, Vanity Top, Stainless Steel	1	22	1822098
D2023	Mechanical room	Fair	Water Heater, 5 - 15 GAL [No tag/plate found]	1	7	1822114
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	300 SF	20	1822125
HVAC						
D3041	Recreation Room	Good	HVAC System Ductwork, Low Density	750 SF	22	1822100
D3051	Recreation Room	Fair	Furnace, 15 kW [No tag/plate found]	1	9	1822089
Electrical						
D5012	Mechanical room	Fair	Main Distribution Panel, 100 AMP [No tag/plate found]	1	5	1822142
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	1,300 SF	12	1828102
D5022	Building exterior	Fair	Light Fixture, 100 WATT	4	12	1822116
D5029	Throughout building	Fair	Lighting System, Interior, Low Density & Standard Fixtures	1,300 SF	12	1822132
Fire Alarm & Comm						
D5037	Recreation/Restroom Facility	NA	Fire Alarm System, Basic/Zoned, Install	1,300 SF	4	1822981
Equipment/Special						
E1094	Recreation Room	Fair	Residential Fixtures, Ceiling Fan	1	7	1822126
E2012	Recreation Room	Fair	Kitchen Cabinetry, Stock Hardwood	1 LF	12	1822143

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1015	Site	Fair	Exterior Stair/Ramp Rails, Metal, Refinish	400 LF	5	1822131
Pavement						
G2022	Site	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	12,100 SF	5	1822157
G2022	Site	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	12,100 SF	1	1822115
G2031	Site	Poor	Pedestrian Pavement, sectional sidewalk repairs per man-day, Repair	1	0	1822161
Site Development						
G2045	Site	Fair	Park Grill (Barbeque)	1	7	1822093
G2045	Picnic Shelter 1	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822148
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822096
G2045	Concrete Play Area	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822121
G2045	Site	Fair	Park Grill (Barbeque)	1	7	1822139
G2045	Picnic Shelter 1	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822154
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822141
G2045	Picnic Shelter 2	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822111
G2045	Site	Good	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	15	1822137
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822092
G2045	Picnic Shelter 1	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822086
G2045	Picnic Shelter 1	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822150
G2045	Concrete Play Area	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822099
G2045	Concrete Play Area	Good	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	15	1822119
G2045	Picnic Shelter 1	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822103
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822095
G2045	Concrete Play Area	Good	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	15	1822120
G2045	Picnic Shelter 1	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822158
G2045	Picnic Shelter 2	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822162
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822104
G2045	Picnic Shelter 1	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822130
G2045	Picnic Shelter 2	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822129
G2045	Picnic Shelter 1	Fair	Park Grill (Barbeque)	1	7	1822153
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822145
G2045	Picnic Shelter 2	Fair	Park Grill (Barbeque)	1	7	1822122
G2045	Picnic Shelter 2	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822118
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822078
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822128
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822079

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Picnic Shelter 2	Fair	Park Grill (Barbeque)	1	7	1822091
G2045	Picnic Shelter 2	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822085
G2045	Picnic Shelter 2	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822151
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822107
G2045	Picnic Shelter 2	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822160
G2045	Picnic Shelter 2	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822133
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822123
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822138
G2045	Picnic Shelter 1	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822110
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822080
G2045	Picnic Shelter 1	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	1	7	1822105
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822144
G2047	Concrete Play Area	Fair	Play Structure, Very Small	1	12	1822087
G2047	Site	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	3,200 SF	12	1822124
G2047	Concrete Play Area	Fair	Play Structure, Very Small	1	12	1822159
G2047	Site	Good	Play Structure, Large	1	15	1822112
G2047	Concrete Play Area	Fair	Play Structure, Very Small	1	12	1822136
G2049	Picnic Shelter 2	Good	Prefabricated/Ancillary Building or Structure, All Components	500 SF	27	1822117
G2049	Site	Fair	Dumpster Accessories, Enclosures, Concrete Block (CMU), 8' High	30 LF	25	1822106
G2049	Picnic Shelter 1	Good	Prefabricated/Ancillary Building or Structure, All Components	500 SF	27	1822135
Landscaping						
G2057	Site	Fair	Irrigation System	29,200 SF	10	1822090
Site Lighting						
G4021	Site	Good	Site Pole Light, 105 - 200 WATT	1	15	1822152
G4021	Site	Good	Site Pole Light, 105 - 200 WATT	1	15	1822094
G4021	Site	Good	Site Pole Light, 105 - 200 WATT	1	15	1822109
G4021	Site	Good	Site Pole Light, 105 - 200 WATT	1	15	1822156
G4021	Site	Good	Site Pole Light, 105 - 200 WATT	1	15	1822147
G4021	Site	Good	Site Pole Light, 105 - 200 WATT	1	15	1822097
Accessibility						
Z105X	Site	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1822171

Appendix F:
Replacement Reserves

Replacement Reserves Report

5/14/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Potrero Heights Park (6.78 acres)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building	$0	$0	$0	$0	$3,213	$4,391	$0	$15,192	$0	$5,014	$0	$0	$36,022	$0	$0	$12,402	$0	$14,882	$0	$0	$8,924	**$100,040**
Potrero Heights Park (6.78 acres) / Site	$8,729	$6,158	$0	$0	$0	$54,669	$7,139	$15,944	$0	$0	$150,808	$8,276	$32,662	$0	$0	$105,374	$9,594	$50,815	$0	$0	$0	**$450,168**
Grand Total	**$8,729**	**$6,158**	**$0**	**$0**	**$3,213**	**$59,060**	**$7,139**	**$31,136**	**$0**	**$5,014**	**$150,808**	**$8,276**	**$68,684**	**$0**	**$0**	**$117,776**	**$9,594**	**$65,697**	**$0**	**$0**	**$8,924**	**$550,209**

Potrero Heights Park (6.78 acres)

* Markup/LocationFactor (1.098) has been included in unit costs.

Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B2011	1822082	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	1600	SF	$3.29	$5,270								$5,270										$5,270				**$10,541**
B2021	1822083	Window, 24 SF, Replace	30	15	15	4	EA	$1,866.60	$7,466																$7,466						**$7,466**
B2032	1822088	Exterior Door, Steel, Replace	40	20	20	5	EA	$658.80	$3,294																				$3,294		**$3,294**
B2039	1822149	Pedestrian Gate, Wrought Iron, Replace	25	8	17	1	EA	$878.40	$878																		$878				**$878**
B2039	1822146	Pedestrian Gate, Wrought Iron, Replace	25	8	17	1	EA	$878.40	$878																		$878				**$878**
B3011	1822810	Roof, Modified Bituminous, Replace	20	8	12	370	SF	$10.98	$4,063													$4,063									**$4,063**
B3011	1822101	Roof, Asphalt Shingle 20-Year, Replace	20	8	12	1500	SF	$4.17	$6,259													$6,259									**$6,259**
C1031	1822134	Toilet Partitions, Plastic/Laminate, Replace	20	8	12	2	EA	$823.50	$1,647													$1,647									**$1,647**
C3012	1822081	Interior Wall Finish, any surface, Prep & Paint	10	3	7	1200	SF	$1.65	$1,976								$1,976										$1,976				**$3,953**
C3021	1822140	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	5	5	300	SF	$1.65	$494						$494										$494						**$988**
C3024	1822084	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	8	7	750	SF	$5.49	$4,118								$4,118														**$4,118**
D2023	1822114	Water Heater, 5 - 15 GAL, Replace	15	8	7	1	EA	$603.90	$604								$604														**$604**
D2029	1822125	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	300	SF	$5.49	$1,647																				$1,647		**$1,647**
D3051	1822089	Furnace, 15 kW, Replace	20	11	9	1	EA	$3,843.00	$3,843										$3,843												**$3,843**
D5012	1822142	Main Distribution Panel, 100 AMP, Replace	30	25	5	1	EA	$3,294.00	$3,294						$3,294																**$3,294**
D5019	1828102	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	28	12	1300	SF	$2.75	$3,569													$3,569									**$3,569**
D5022	1822116	Light Fixture, 100 WATT, Replace	20	8	12	4	EA	$208.62	$834													$834									**$834**
D5029	1822132	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	8	12	1300	SF	$6.59	$8,564													$8,564									**$8,564**
D5037	1822981	Fire Alarm System, Basic/Zoned, Install	20	16	4	1300	SF	$2.20	$2,855					$2,855																	**$2,855**
E1094	1822126	Residential Fixtures, Ceiling Fan, Replace	15	8	7	1	EA	$384.30	$384								$384														**$384**
E2012	1822143	Kitchen Cabinetry, Stock Hardwood, Replace	20	8	12	1	LF	$329.40	$329													$329									**$329**
Totals, Unescalated										**$0**	**$0**	**$0**	**$0**	**$2,855**	**$3,788**	**$0**	**$12,353**	**$0**	**$3,843**	**$0**	**$0**	**$25,265**	**$0**	**$0**	**$7,961**	**$0**	**$9,004**	**$0**	**$0**	**$4,941**	**$70,008**
Totals, Escalated (3.0% inflation, compounded annually)										**$0**	**$0**	**$0**	**$0**	**$3,213**	**$4,391**	**$0**	**$15,192**	**$0**	**$5,014**	**$0**	**$0**	**$36,022**	**$0**	**$0**	**$12,402**	**$0**	**$14,882**	**$0**	**$0**	**$8,924**	**$100,040**

* Markup/LocationFactor (1.098) has been included in unit costs.

Potrero Heights Park (6.78 acres) / Site

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B1015	1822131	Exterior Stair/Ramp Rails, Metal, Refinish	10	5	5	400	LF	$1.64	$657						$657												$657					**$1,315**
G2022	1822115	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	12100	SF	$0.49	$5,979		$5,979					$5,979						$5,979						$5,979				**$23,914**
G2022	1822157	Parking Lots, Asphalt Pavement, Mill & Overlay	25	20	5	12100	SF	$3.84	$46,500						$46,500																	**$46,500**
G2031	1822161	Pedestrian Pavement, sectional sidewalk repairs per man-day, Repair	0	0	0	1	EA	$494.10	$494	$494																						**$494**
G2045	1822093	Park Grill (Barbeque), Replace	15	8	7	1	EA	$996.98	$997								$997															**$997**
G2045	1822096	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822139	Park Grill (Barbeque), Replace	15	8	7	1	EA	$996.98	$997								$997															**$997**
G2045	1822092	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822086	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822099	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822162	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822130	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822153	Park Grill (Barbeque), Replace	15	8	7	1	EA	$996.98	$997								$997															**$997**
G2045	1822145	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	Age	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
G2045	1822122	Park Grill (Barbeque), Replace	15	8	7	1	EA	$996.98	$997								$997															**$997**
G2045	1822078	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822079	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822091	Park Grill (Barbeque), Replace	15	8	7	1	EA	$996.98	$997								$997															**$997**
G2045	1822085	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822138	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822080	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822105	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	8	7	1	EA	$613.78	$614								$614															**$614**
G2045	1822137	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	5	15	1	EA	$549.00	$549																$549							**$549**
G2045	1822119	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	5	15	1	EA	$823.50	$824																$824							**$824**
G2045	1822120	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	5	15	1	EA	$823.50	$824																$824							**$824**
G2045	1822148	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822121	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822154	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822141	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822111	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822150	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822103	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822095	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822158	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822104	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822129	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822118	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822128	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822151	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822107	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822160	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822133	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822123	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822110	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2045	1822144	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,537.20	$1,537																		$1,537					**$1,537**
G2047	1822087	Play Structure, Very Small, Replace	20	8	12	1	EA	$6,588.00	$6,588														$6,588									**$6,588**
G2047	1822124	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	8	12	3200	SF	$0.98	$3,145														$3,145									**$3,145**
G2047	1822159	Play Structure, Very Small, Replace	20	8	12	1	EA	$6,588.00	$6,588														$6,588									**$6,588**
G2047	1822136	Play Structure, Very Small, Replace	20	8	12	1	EA	$6,588.00	$6,588														$6,588									**$6,588**
G2047	1822112	Play Structure, Large, Replace	20	5	15	1	EA	$38,430.00	$38,430																$38,430							**$38,430**
G2057	1822090	Irrigation System, , Replace	25	15	10	29200	SF	$3.84	$112,216												$112,216											**$112,216**
G4021	1822152	Site Pole Light, 105 - 200 WATT, Replace	20	5	15	1	EA	$4,392.00	$4,392																$4,392							**$4,392**
G4021	1822094	Site Pole Light, 105 - 200 WATT, Replace	20	5	15	1	EA	$4,392.00	$4,392																$4,392							**$4,392**
G4021	1822109	Site Pole Light, 105 - 200 WATT, Replace	20	5	15	1	EA	$4,392.00	$4,392																$4,392							**$4,392**
G4021	1822156	Site Pole Light, 105 - 200 WATT, Replace	20	5	15	1	EA	$4,392.00	$4,392																$4,392							**$4,392**
G4021	1822147	Site Pole Light, 105 - 200 WATT, Replace	20	5	15	1	EA	$4,392.00	$4,392																$4,392							**$4,392**
G4021	1822097	Site Pole Light, 105 - 200 WATT, Replace	20	5	15	1	EA	$4,392.00	$4,392																$4,392							**$4,392**
Z105X	1822171	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$8,235.00	$8,235	$8,235																						**$8,235**
Totals, Unescalated										**$8,729**	**$5,979**	**$0**	**$0**	**$0**	**$47,158**	**$5,979**	**$12,964**	**$0**	**$0**	**$112,216**	**$5,979**	**$22,909**	**$0**	**$0**	**$67,635**	**$5,979**	**$30,744**	**$0**	**$0**	**$0**	**$326,269**
Totals, Escalated (3.0% inflation, compounded annually)										**$8,729**	**$6,158**	**$0**	**$0**	**$0**	**$54,669**	**$7,139**	**$15,944**	**$0**	**$0**	**$150,808**	**$8,276**	**$32,662**	**$0**	**$0**	**$105,374**	**$9,594**	**$50,815**	**$0**	**$0**	**$0**	**$450,168**

* Markup/LocationFactor (1.098) has been included in unit costs.

Appendix G:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822114	D2023	**Water Heater**	5 - 15 GAL	Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building	Mechanical room	Vanguard	1PZ81	Q271209394	2012		

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822089	D3051	**Furnace**	15 kW	Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building	Recreation Room	Freedom Air	AHX33600A1	M070900175	2009		

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822142	D5012	**Main Distribution Panel**	100 AMP	Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building	Mechanical room	Cutler-Hammer	No tag/plate found	No tag/plate found			
2	1822116	D5022	**Light Fixture**	100 WATT	Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building	Building exterior				2012		4

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822126	E1094	**Residential Fixtures**		Potrero Heights Park (6.78 acres) / Restroom/Rec Room Building	Recreation Room				2012		

G40 OTHER

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1822152	G4021	**Site Pole Light**	105 - 200 WATT	Potrero Heights Park (6.78 acres) / Site	Site						
2	1822094	G4021	**Site Pole Light**	105 - 200 WATT	Potrero Heights Park (6.78 acres) / Site	Site						
3	1822109	G4021	**Site Pole Light**	105 - 200 WATT	Potrero Heights Park (6.78 acres) / Site	Site						
4	1822156	G4021	**Site Pole Light**	105 - 200 WATT	Potrero Heights Park (6.78 acres) / Site	Site						
5	1822147	G4021	**Site Pole Light**	105 - 200 WATT	Potrero Heights Park (6.78 acres) / Site	Site						
6	1822097	G4021	**Site Pole Light**	105 - 200 WATT	Potrero Heights Park (6.78 acres) / Site	Site						

SECTION IV-H
Ashiya Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Ashiya Park
2700 West Beverly Boulevard
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-009.354

DATE OF REPORT:
May 14, 2020

ON SITE DATE:
April 16, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	2700 West Beverly Boulevard, Montebello, California 90640
Site Developed	1960s Exact year is unknown
Site Area	7.93 acres (estimated)
Parking Spaces	2 total spaces all in open lots; 2 of which are accessible
Building Area	800 SF
Number of Stories	1
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 16, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Matthew Wilkins
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Ashiya Park was originally constructed in the 1960's. The restroom building was constructed at the same time.

Architectural

The restroom building is constructed of concrete masonry units on a concrete slab floor with a heavy timber framed roof. It has not been renovated in the recent years. Most interior finishes seem to be original to the building. The asphalt shingle roof is in a fair condition. The exterior CMU walls are in need of painting and the north east section needs repair. Renovation for most interior and exterior finishes is recommended in the next three years.

Mechanical, Electrical, Plumbing and Fire (MEPF)

There is no heating or cooling system in the restroom building. The plumbing piping system is in fair condition and it has been renovated in the last few years. Hot water is not provided. Plumbing fixtures are reaching the end of their lifecycle and need replacement.

The electrical system and lighting fixtures are reaching the end of their lifecycle and need replacement. The building is not provided with a fire alarm system or fire suppression system.

Site

In general, the site has been well maintained. The site contains heavy landscaping, which is served by in-ground irrigation systems. There are two playgrounds on site, and they are in fair condition. The concrete sidewalk is in fair overall condition with the exception of an area adjacent to the restroom building which requires repair due to uplift from tree roots.

The asphalt paved accessible parking area and drive aisles are in fair to poor condition and require sealing and striping. There is no site lighting available, it is recommended that LED fixtures lighting system be installed.

Recommended Additional Studies

No additional studies recommended at this time.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars		N/A				
		Accessible Parking	2				X	Needs seal and stripe
G2030	**Walks**							
		Concrete	19,300	Sidewalk		X	X	Some areas need repair
		Asphalt	26,000	Driveway			X	Needs seal
G4020	**Lighting**							
		Pathway (8'-12')		N/A				
G2050	**Landscape**							
		Grass (Turf)	298,000	Throughout park		X		
		Trees		Throughout park		X		
		Flower Beds	80	Throughout park		X		
G2057	**Irrigation**							
		Sprinkler system	298,000	Throughout park		X		
G2045	**Site Furnishings**							
		Benches, Picnic	10	Throughout park		X		
		Benches, Seating	4	Throughout park		X		
		Drinking Fountain	2	Adjacent to restroom bldg. and playground		X	X	One is rusty
		Receptacle, Trash	8	Throughout park				
G2046	**Fountains, Pools, & Watercourses**							
		No Water Facilities Present						
G2047	**Playing Fields**							
		No Playing Fields Present						
G2049	**Miscellaneous Structures**							
		Restroom	1	Men and Women		X		
G2050	**Miscellaneous Recreation**							
		Basketball Court (Practice)	1	Adjacent to Restroom Bldg.		X		
		Picnic Ground		Throughout park		X		Tables on concrete pads

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
G2050	**Miscellaneous Recreation**							
		Playground Equipment, Medium	1	North Playground		X		
		Playground Equipment, Medium	1	South Playground		X		

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

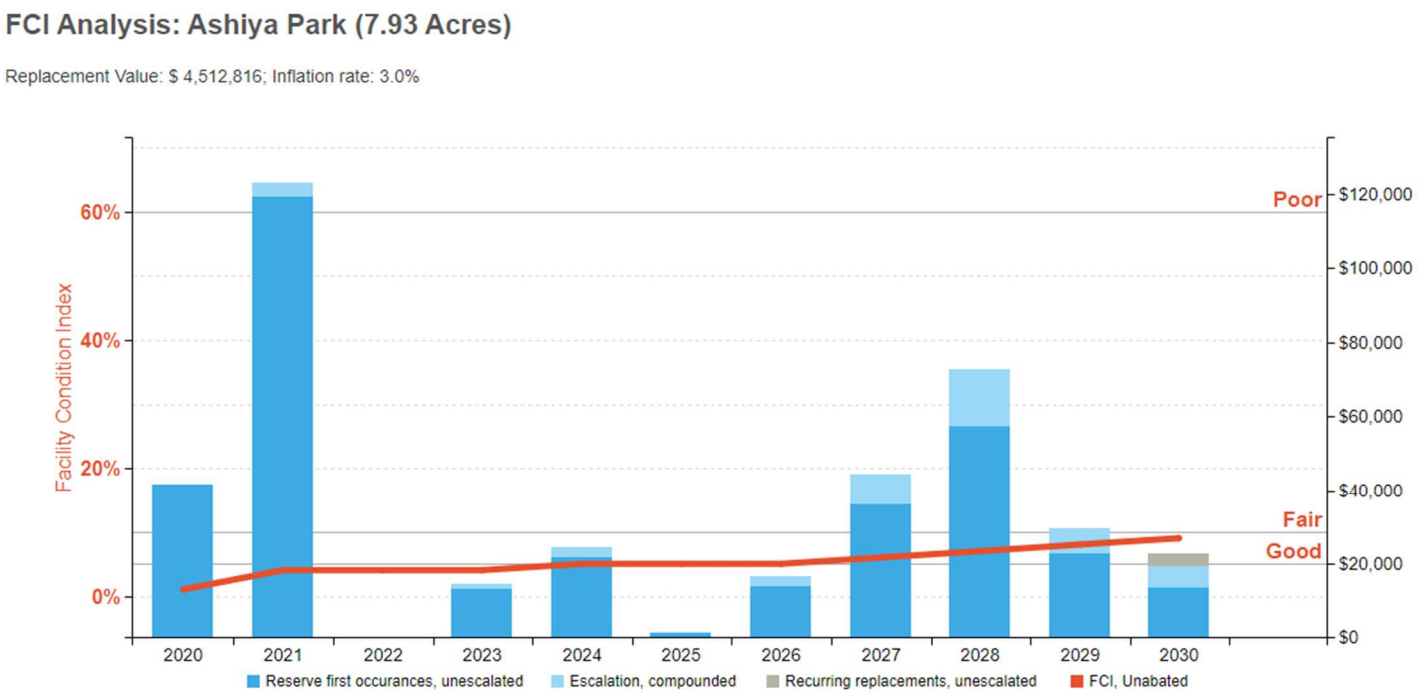
FCI Analysis

FCI Analysis | Ashiya Park (7.93 Acres)

Replacement Value	*Total SF*		*Cost/SF*
$ 4,512,900	*322,344*		*$ 14*
Current FCI		$ 41,600	**0.9 %**
3-Year		$ 178,900	4.0 %
5-Year		$ 204,800	4.5 %
10-Year		$ 385,900	8.6 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



Immediate Needs

None

Key Findings

None

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the “why” part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the “best” fit, typically the one with the greatest significance.

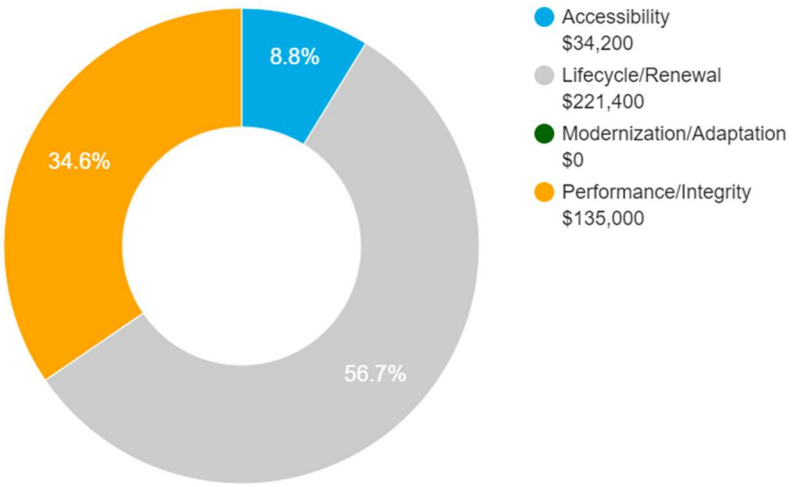
Plan Type Descriptions

Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.

Plan Type Descriptions

Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $390,600

2. Building and Site Information





Systems Summary

System	*Description*	*Condition*
Structure	Masonry bearing walls and wood-framed roofs	Fair
Façade	Painted CMU with aluminum screen windows	Fair
Roof	Primary: Gable construction with asphalt shingles	Fair
Interiors	Walls: Painted stucco & Unfinished Floors: Elastomeric coating and Unfinished Ceilings: Painted stucco and Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting No hot water Toilets, urinals, and sinks in all restrooms	Fair
HVAC	No heating or cooling system	--
Fire Suppression		--

Systems Summary

Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: T-8 Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	None	--
Site Pavement	Asphalt lots with areas of concrete and concrete sidewalks, curbs and ramps	Fair
Site Development	Property entrance signage Playgrounds and sport court with benches Heavily park benches, picnic tables, trash receptacles Drinking fountains	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present No retaining walls Low to moderate site slopes throughout with an exception of one Severe site slopes along the north boundary	Fair
Utilities	Municipal water and sewer Local utility-provided electric	Good
Site Lighting	Building-mounted: incandescent	Fair
Ancillary Structures	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire suppression, rusty aluminum screens, Interior and exterior wall repairs, eroded sections at landscaping areas, heavy asphalt wear, None operational restroom hand dryers, significant sidewalk trip hazards, rusty drinking fountain enclosure, repair storm piping at north playground, lack of site lighting, missing interior door. Repair roof structure.	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	$1,400	-	-	$2,300	$3,700
Facade	$500	$300	$7,100	$4,600	$10,000	$22,600
Roofing	-	-	-	$4,400	-	$4,400
Interiors	$900	$13,400	$13,900	-	$28,500	$56,700
Plumbing	-	$4,100	-	$51,500	$32,800	$88,300
Fire Suppression	-	-	-	-	-	-
HVAC	$3,500	-	-	$4,700	$6,300	$14,600
Electrical	-	$1,000	-	$22,300	-	$23,300
Fire Alarm & Comm	-	-	$4,900	-	$7,700	$12,600
Site Development	-	-	-	$98,300	$70,100	$168,400
Landscaping	$1,900	-	-	-	$1,737,900	$1,739,800
Site Lighting	-	-	-	-	$42,300	$42,300
Utilities	$600	-	-	-	-	$600
Pavement	-	$117,000	-	-	-	$117,000
Accessibility	$34,200	-	-	-	-	$34,200
TOTALS	**$41,600**	**$137,200**	**$25,900**	**$185,800**	**$1,937,900**	**$2,328,500**

3. Property Space Use and Observed Areas

Unit Allocation

All 7.93 acres of the property are occupied by City of Montebello. The spaces are mostly public park with supporting restrooms building.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roof.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☐	☐	☒
Elevators		N/A	
Kitchens/Kitchenettes		N/A	

Campus Accessibility: Photographic Overview



Building entrance



Exterior path of travel



Accessible restroom accommodations



Accessible restroom accommodations



Accessible parking



Exterior path of travel

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Ashiya Park, 2700 West Beverly Boulevard, Montebello, California 90640 the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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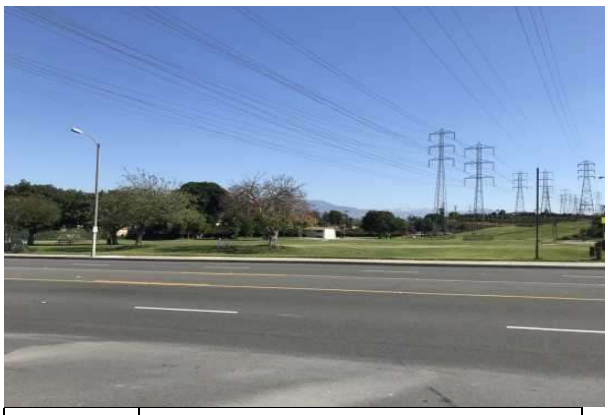
8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: ADA Checklist
Appendix E: Component Condition Report
Appendix F: Replacement Reserves
Appendix G: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



2	LEFT ELEVATION



3	REAR ELEVATION



4	RIGHT ELEVATION



5	RESTROOM BUILDING



6	EXTERIOR WALL



7	DAMAGED CMU EXTERIOR WALL



8	DAMAGED ROOF STRUCTURE



9	POOR ADA PARKING



10	VEHICLE GATE



11	DRAINAGE CONCRETE SWALE



12	POOR ASPHALT PAVEMENT DRIVEWAY



13	NORTH SIGNAGE



14	SOUTH SIGNAGE



15	SIDEWALK



16	NORTH PLAY STRUCTURE



17	SOUTH PLAY STRUCTURE



18	SWING SET



19	BASKETBALL COURT



20	SECURITY/SURVEILLANCE SYSTEM



21	CONCRETE AND PLANT PARK BENCH



22	PICNIC TABLE



23	PARK BENCH



24	TRASH RECEPTACLE



25	LARGE GRILL



26	SMALL GRILL



27	NORTH DRINKING FOUNTAIN



28	DETERIORATED SOUTH DRINKING FOUNTAIN ENCLOSURE



29	UNEVEN PEDESTRIAN PAVEMENT SIDEWALK



30	CRACKED PEDESTRIAN PAVEMENT SIDEWALK



31	NORTH PLAYGROUND FLOODED AREA



32	BACKFLOW PREVENTER



33	LANDSCAPING



34	LANDSCAPING



35	ROOF



36	EXTERIOR WINDOW SCREEN



37	CORRODED WINDOW SCREEN



38	RESTROOM EXTERIOR DOOR



39	UTILITY EXTERIOR DOOR



40	PLUMBING SYSTEM



41	ELECTRICAL SYSTEM



42	DAMAGED INTERIOR WALL FINISH



43	WOMEN'S RESTROOM



44	MEN'S RESTROOM



45	MISSING ADA TOILET GRAB BAR



46	URINAL



47	MISSING ADA SINK PIPE WRAP



48	NON-OPERATIONAL HAND DRYER

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-009.354	Ashiya Park City of Montebello
Source	**On-Site Date**
Google	April 16, 2020

N

Appendix C:
Pre-Survey Questionnaire - Not Included

Appendix D:
ADA Checklist

Visual Checklist - 2010 ADA Standards for Accessible Design

Property Name: Ashiya Park

EMG Project Number: 142318.20R000-009.354

Abbreviated Accessibility Checklist

Facility History & Interview

	Question	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property? If so, indicate when.			X	This should match PSQ question #18. Please cross-reference and ensure consistency.
2	Have any ADA improvements been made to the property since original construction? Elaborate, especially if fully or partially addressed as the result of a previous study.			X	This should match PSQ question #19. Please cross-reference and ensure consistency.
3	Has building ownership/management reported any ADA complaints or litigation?		X		This should match PSQ question #20. Please cross-reference and ensure consistency.

Playgrounds & Swimming Pools



Playground



Basketball Court

	Question	Yes	No	NA	Comments
1	Is there an accessible route to the play area/s?	X			if NOT: this could be a MINOR, MODERATE, or MAJOR issue depending on the required fix (reference other exterior route costs)
2	Has the play area been reviewed for accessibility?			X	Unknown
3	Are publicly accessible swimming pools equipped with an entrance lift?			X	if NOT: use AC ID 23650 for matrix: a MAJOR ($10k+) issue

Abbreviated Accessibility Checklist

Parking



ADA Parking



ADA Parking

	Question	Yes	No	NA	Comments
1	Does the required number of standard ADA designated spaces appear to be provided?	X			if NOT: this is a MINOR issue if 1 space or less and only painting/signage modifications are needed (AC ID: 23614 for paint + signs; 23613 for striping only; use 23617 or 23618 if signage issues only) this is a MODERATE issue if 2 spaces or more (use same AC line items above) this is a MAJOR issue if redesigning/regrading/repaving (AC ID: 23616)
2	Does the required number of van-accessible designated spaces appear to be provided?		X		use same methodology and line items above
3	Are accessible spaces on the shortest accessible route to an accessible building entrance?	X			if space/s need to be “moved” use same methodology and line items above
4	Does parking signage include the International Symbol of Accessibility?	X			if NOT: this is a MINOR issue if 2 spaces or less and only signage modifications are needed (AC ID: 23617 or 23618) this is a MODERATE issue if 3 spaces or more (use same AC line items above)
5	Does each accessible space have an adjacent access aisle?	X			if NOT: use AC ID 23612 MINOR issue if <= $1000; MODERATE issue if > $1000
6	Do parking spaces and access aisles appear to be relatively level and without obstruction?	X			if NOT: this is a MAJOR issue if redesigning/regrading/ repaving is necessary (AC ID: 23616)

Abbreviated Accessibility Checklist

Exterior Accessible Route



Exterior Route Access



Exterior Route Access

	Question	Yes	No	NA	Comments
1	Is an accessible route present from public transportation stops and municipal sidewalks on or immediately adjacent to the property?	X			if NOT: difficult to cost from standard AC items – probably need a custom item for scopes where we are providing costs – else use generic item 23586 & edit cost/description for MATRIX purposes: probably a MODERATE ($1k to $10k) or MAJOR fix ($10k+)
2	Does a minimum of one accessible route appear to connect all public areas on the exterior, such as parking and other outdoor amenities, to accessible building entrances?	X			if NOT: difficult to cost from standard AC items – probably need a custom item for scopes where we are providing costs – else use generic item 23586 & edit cost/description for MATRIX purposes: probably a MODERATE ($1k to $10k) or MAJOR fix ($10k+)
3	Are curb ramps present at transitions through raised curbs on all accessible routes?	X			if NOT: this is a MODERATE issue and use AC ID 23658
4	Do curb ramps appear to have compliant slopes for all components?	X			if NOT: this is a MODERATE issue and use AC ID 23658
5	Do ramp runs on an accessible route appear to have compliant slopes?	X			if NOT: use AC ID's 23652 or 26353 to rebuild, and add a +50% mark-up if demolishing an old bad ramp likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue

Question		Yes	No	NA	Comments
6	Do ramp runs on an accessible route appear to have a compliant rise and width?	X			if NOT: use AC ID's 23652 or 26353 to rebuild, and add a +50% mark-up if demolishing an old bad ramp likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue
7	Do ramps on an accessible route appear to have compliant end and intermediate landings?			X	if NOT: use AC ID's 23652 or 26353 to rebuild, and add a +50% mark-up if demolishing an old bad ramp likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue
8	Do ramps on an accessible route appear to have compliant handrails?			X	if NOT: use AC ID 23604 as-is for full handrail replacements or installations; to just add 'extensions' to the ends of existing rails use AC ID 30868 per instance likely a MINOR (less than $1k) or MODERATE ($1k to $10k) issue depending on number of rails affected

Abbreviated Accessibility Checklist

Building Entrances



Building Entrance



Building Entrance

	Question	Yes	No	NA	Comments
1	Do a sufficient number of accessible entrances appear to be provided?	X			if NOT: use mix of costs below (in AC as “ADA, Door…”) to achieve accessibility
2	If the main entrance is not accessible, is an alternate accessible entrance provided?			X	if NOT: use mix of costs below (in AC as “ADA, Door…”) to achieve accessibility
3	Is signage provided indicating the location of alternate accessible entrances?			X	if NOT and main entrance is not accessible: use AC ID 23609 for 1-3 locations; likely a just MINOR issue
4	Do doors at accessible entrances appear to have compliant maneuvering clearance area on each side?	X			if NOT: could be ‘zero-cost maintenance’ to move things out of the way OR use generic item 23586 & edit cost/description to reconfigure the geometry as-needed
5	Do doors at accessible entrances appear to have compliant hardware?	X			if NOT: use AC ID 23557 to install lever handles likely a MINOR (less than $1k) or MODERATE ($1k to $10k) issue depending on number of doors
6	Do doors at accessible entrances appear to have a compliant clear opening width?	X			if NOT: use AC ID 23561 or 23562 to widen likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue depending on number of doors
7	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?	X			if NOT: use generic item 23586 & edit cost/description to reconfigure vestibule/etc

Question		Yes	No	NA	Comments
8	Do thresholds at accessible entrances appear to have a compliant height?	X			if NOT: use AC ID 23560 to install lever handles likely a MINOR (less than $1k) or MODERATE ($1k to $10k) issue depending on number of doors

Abbreviated Accessibility Checklist

Interior Accessible Route, Interior Doors & Amenities



Interior Route



Interior Route

	Question	Yes	No	NA	Comments
1	Does an accessible route appear to connect all public areas inside the building?	X			if NOT: use mix of costs in library to achieve accessibility if not otherwise accounted for below
2	Do accessible routes appear free of obstructions and/or protruding objects?	X			if NOT: could be 'zero-cost maintenance' to move things out of the way OR use 23602 OR use generic item 23586 & edit cost/description to reconfigure the geometry as-needed
3	Do ramps on accessible routes appear to have compliant slopes?			X	if NOT: use AC ID's 23652 or 26353 to rebuild, and add a +50% mark-up if demolishing an old bad ramp likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue
4	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	if NOT: use AC ID's 23652 or 26353 to rebuild, and add a +50% mark-up if demolishing an old bad ramp likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue
5	Do ramps on accessible routes appear to have compliant end and intermediate landings?			X	if NOT: use AC ID's 23652 or 26353 to rebuild, and add a +50% mark-up if demolishing an old bad ramp likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue

Question		Yes	No	NA	Comments
6	Do ramps on accessible routes appear to have compliant handrails?			X	if NOT: use AC ID 23604 as-is for full handrail replacements or installations; to just add 'extensions' to the ends of existing rails use AC ID 30868 per instance likely a MINOR (less than $1k) or MODERATE ($1k to $10k) issue depending on number of rails affected
7	Are accessible areas of refuge and the accessible means of egress to those areas identified with accessible signage?			X	if NOT use AC ID 23609 while estimating # of signs needed; likely a just MINOR issue
8	Do public transaction areas have an accessible, lowered service counter section?			X	if NOT use AC ID 23605 (MINOR issue) or 23608 (MODERATE issue)
9	Do public telephones appear mounted with an accessible height and location?			X	if NOT use AC ID 23603; likely a just MINOR issue
10	Do doors at interior accessible routes appear to have compliant maneuvering clearance area on each side?	X			if NOT: could be 'zero-cost maintenance' to move things out of the way OR use generic item 23586 & edit cost/description to reconfigure the geometry as-needed
11	Do doors at interior accessible routes appear to have compliant hardware?	X			if NOT: use AC ID 23557 to install lever handles likely a MINOR (less than $1k) or MODERATE ($1k to $10k) issue depending on number of doors
12	Do non-fire hinged, sliding, or folding doors on interior accessible routes appear to have compliant opening force?			X	if NOT: use AC ID 23556 to adjust force/pressure likely a MINOR (less than $1k) or MODERATE ($1k to $10k) issue depending on number of doors
13	Do doors on interior accessible routes appear to have a compliant clear opening width?	X			if NOT: use AC ID 23561 or 23562 to widen likely a MODERATE ($1k to $10k) or MAJOR ($10k+) issue depending on number of doors

Abbreviated Accessibility Checklist

Common Area Restrooms



Accessible Restroom



Accessible Restroom

	Question	Yes	No	NA	Comments
1	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?	X			if NOT: consider using AC ID 23621 or 23640 for matrix: likely a MAJOR ($10k+) issue
2	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?	X			if NOT: use either AC ID 23626 or 23625 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue
3	Does the lavatory faucet have compliant handles?	X			if NOT: use AC ID 23627 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue
4	Is the plumbing piping under lavatories configured to protect against contact?		X		if NOT: use AC ID 23628 or 23626 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue
5	Are grab bars provided at compliant locations around the toilet?	X			One is missing
6	Do toilet stall doors appear to provide the minimum compliant clear width?	X			if NOT: use AC ID 23637 or 23638 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue
7	Do toilet stalls appear to provide the minimum compliant clear floor area?	X			if NOT: use AC ID 23637 or 23638 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue
8	Where more than one urinal is present in a multi-user restroom, does minimum one urinal appear to be mounted at a compliant height and with compliant approach width?	X			if NOT: use AC ID 30875 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue

	Question	Yes	No	NA	Comments
9	Do accessories and mirrors appear to be mounted at a compliant height?	X			if NOT: use AC ID 23639, 23624, 23629, 23630, 23634, or 23636 likely a MINOR (< $1k) or MODERATE ($1k to $10k) issue

Appendix E:
Component Condition Report

Component Condition Report | Ashiya Park (7.93 Acres) / Restroom Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1022	Roof	Poor	Roof Structure, Pitched, Wood Rafters	60 SF	1	1821079
Facade						
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	1,500 SF	4	1821063
B2011	Building exterior	Poor	Exterior Wall, Concrete Block (CMU), 1-2 Stories, Repair/Repoint	25 SF	0	1821004
B2021	Building exterior	Fair	Window Screen, Aluminum 12 SF, Remove & Replace	8	5	1821066
B2021	Restroom- men	Poor	Window Screen, Aluminum 12 SF, Remove & Replace	1	1	1821044
B2021	Restrooms- women	Poor	Window Screen, Aluminum 12 SF, Remove & Replace	1	1	1821028
B2032	Building exterior-Utility closet	Fair	Exterior Door, Steel	1	6	1821021
B2032	Restrooms- women	Fair	Exterior Door, Steel	1	6	1821085
B2032	Restroom- men	Fair	Exterior Door, Steel	1	6	1821041
Roofing						
B3011	Roof	Fair	Roof, Asphalt Shingle 20-Year	850 SF	7	1821039
Interiors						
C1021	Restroom- men	Failed	Interior Door, Steel	1	0	1821001
C1021	Restrooms- women	Fair	Interior Door, Steel	4	4	1821084
C1031	Restrooms- men	Fair	Toilet Partitions, Metal	3	4	1821036
C3012	Restrooms- women	Fair	Interior Wall Finish, any surface, Prep & Paint	600 SF	3	1820998
C3012	Restroom- men	Fair	Interior Wall Finish, any surface, Prep & Paint	600 SF	3	1821061
C3012	Restrooms- men	Poor	Interior Wall Finish, Gypsum Board/Plaster, Repair	60 SF	0	1821009
C3021	Restroom- men	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	350 SF	4	1821026
C3021	Restrooms- women	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	350 SF	4	1821077
C3031	Restroom- men	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	400 SF	3	1821048
C3031	Restrooms- women	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	400 SF	3	1821018
Plumbing						
D2011	Restrooms- women	Fair	Toilet, GPF	1	8	1821025
D2011	Restroom- men	Fair	Toilet, GPF	1	8	1821058
D2011	Restrooms- women	Fair	Toilet, GPF	1	8	1821050
D2011	Restrooms- women	Fair	Toilet, GPF	1	8	1821042
D2011	Restrooms- women	Fair	Toilet, GPF	1	8	1821023
D2012	Restroom- men	Fair	Urinal, GPF	1	8	1821054
D2012	Restroom- men	Fair	Urinal, GPF	1	8	1821069
D2012	Restroom- men	Fair	Urinal, GPF	1	8	1821027
D2014	Restrooms- women	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	7	1821007
D2014	Restroom- men	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	7	1821045

Component Condition Report | Ashiya Park (7.93 Acres) / Restroom Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2018	Building exterior	Fair	Drinking Fountain, Outside/Site Style	2	7	1821071
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Low Density (excl fixtures)	800 SF	20	1821022
Fire Suppression						
D4019	Common area restrooms	NA	Sprinkler System, Full Retrofit, Low Density/Complexity, Install	800 SF	36	1825227
HVAC						
D3099	Restrooms- women	Failed	Hand Dryer, Restroom	1	0	1821038
D3099	Restrooms- men	Failed	Hand Dryer, Restroom	1	0	1821000
Electrical						
D5012	Utility closet	Fair	Main Distribution Panel, 100 AMP	1	8	1821012
D5019	Throughout building	Fair	Full Electrical System Upgrade, Low Density/Complexity	800 SF	8	1821010
D5022	Building exterior	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	4	3	1821031
D5029	Restroom- men	Fair	Lighting System, Interior, Low Density & Standard Fixtures	400 SF	6	1821056
D5029	Restrooms- women	Fair	Lighting System, Interior, Low Density & Standard Fixtures	400 SF	6	1821052
Accessibility						
Z108X	Restrooms- men	Failed	ADA, Restroom, Grab Bars & Blocking, Install	1	0	1821072
Z108X	Restroom- men	NA	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	1	0	1821068
Z108X	Common area restrooms	NA	ADA, Restroom, Full Reconfiguration, Renovate	1	0	1822743
Z108X	Restrooms- women	NA	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	1	0	1821034

Component Condition Report | Ashiya Park (7.93 Acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B101X	Landscaping	Fair	Structural Frame	36 SF	20	1821029
Facade						
B2039	Driveway	Fair	Vehicle Gate, Wrought Iron	2	9	1821064
Interiors						
C3021	Basketball court	Fair	Exterior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	5,200 SF	3	1821015
Plumbing						
D2018	East section	Poor	Drinking Fountain, Outside/Site Style	1	1	1821051
D2021	Site	Fair	Backflow Preventer, 6 INCH	1	16	1821083
D2021	Site	Good	Backflow Preventer, 2 INCH	1	24	1821006
D2023	Site	Fair	Domestic Booster Pump Station, 5 HP	1	7	1821040
Fire Alarm & Comm						
D5038	Site	Fair	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	800 SF	4	1821062
Pavement						
G2022	Driveway	Poor	Parking Lots, Asphalt Pavement, Mill & Overlay	26,000 SF	1	1821087

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2022	Parking lot- ADA	Poor	Parking Lots, Asphalt Pavement, Mill & Overlay	700 SF	1	1821080
G2031	Sidewalk	Poor	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	500 SF	1	1820999
G2031	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	19,300 SF	26	1821067
Site Development						
G2044	Site- south	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	10	1821014
G2044	Site- north	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	12	1821070
G2045	Site	Fair	Park Grill (Barbeque), Park Bench, Metal/Wood/Plastic	1	6	1821053
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821046
G2045	Landscaping	Fair	Park Grill (Barbeque), Park Bench, Metal/Wood/Plastic	1	6	1821032
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821017
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821057
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	8	1821024
G2045	Site	Fair	Park Grill (Barbeque), Large Group	1	6	1821074
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821043
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821059
G2045	Site	Fair	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete	8	8	1821049
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	8	1821060
G2045	Site	Fair	Park Grill (Barbeque), Large Group	1	6	1821035
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821003
G2045	Site	Fair	Site Furnishings, Park Bench, Precast Concrete	1	13	1821019
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	6	1821033
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821073
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821002
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	8	1821055
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821008
G2045	Site	Fair	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed	1	12	1821011
G2047	Playground- north	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	4,500 SF	10	1821088
G2047	Playground- north	Fair	Play Structure, Medium	1	8	1821082
G2047	Playground- north	Fair	Play Structure, Swing Set only, 4 Seats	1	8	1821076
G2047	Playground- south	Fair	Play Structure, Medium	1	12	1821065
G2047	Playground- south	Fair	Play Structure, Swing Set only, 4 Seats	1	8	1821037
G2047	Playground- south	Fair	Play Surfaces & Sports Courts, Wood Chips, 3" Depth	4,100 SF	10	1821030
G2047	Site	Fair	Sports Apparatus, Basketball Backstop	2	9	1821078
Landscaping						
G2052	Landscaping	Fair	Landscaping, Drainage Swale, Concrete, Replace/Install	750 LF	18	1821086
G2055	Landscaping	Poor	Landscaping, Sod at Eroded Areas, Install	1,750 SF	0	1821013

Component Condition Report | Ashiya Park (7.93 Acres) / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2057	Landscaping	Fair	Irrigation System, Replace/Install	298,000 SF	13	1821047
Utilities						
G3033	Playground- north	Poor	Storm Drain Piping, 2" to 6", Install	40 LF	0	1821081
Site Lighting						
G4021	Throughout	NA	Site Pole Light, 20' High, 400 W (LED Lamp Replacement), Install	6	16	1821119
Accessibility						
Z106X	Parking lot	NA	ADA, Parking, Designated Stall with Pavement Markings & Signage, Install	2	0	1821075
Z106X	Parking lot	NA	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	1	0	1821020

Appendix F:
Replacement Reserves

Replacement Reserves Report

5/14/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Ashiya Park (7.93 Acres)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
Ashiya Park (7.93 Acres) / Restroom Building	$35,268	$1,764	$0	$5,087	$19,464	$1,527	$8,653	$18,136	$27,540	$0	$4,722	$456	$0	$5,482	$17,937	$2,053	$0	$0	$0	$0	$14,278	**$162,368**
Ashiya Park (7.93 Acres) / Site	$6,332	$121,067	$0	$9,359	$4,943	$0	$8,017	$26,198	$45,061	$29,512	$17,998	$0	$68,490	$1,695,975	$0	$0	$67,131	$0	$56,078	$7,701	$2,285	**$2,166,147**
Grand Total	**$41,599**	**$122,831**	**$0**	**$14,446**	**$24,407**	**$1,527**	**$16,670**	**$44,334**	**$72,602**	**$29,512**	**$22,720**	**$456**	**$68,490**	**$1,701,457**	**$17,937**	**$2,053**	**$67,131**	**$0**	**$56,078**	**$7,701**	**$16,563**	**$2,328,516**

Ashiya Park (7.93 Acres)

* Markup/LocationFactor (1.098) has been included in unit costs.

Ashiya Park (7.93 Acres) / Restroom Building

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B1022	1821079	Roof Structure, Pitched, Wood Rafters, Replace	75	74	1	60	SF	$23.06	$1,383		$1,383																				**$1,383**
B2011	1821004	Exterior Wall, Concrete Block (CMU), 1-2 Stories, Repair/Repoint	0	0	0	25	SF	$21.96	$549	$549																					**$549**
B2011	1821063	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	6	4	1500	SF	$3.29	$4,941					$4,941										$4,941							**$9,882**
B2021	1821044	Window Screen, Aluminum 12 SF, Remove & Replace	10	9	1	1	EA	$164.70	$165		$165										$165										**$329**
B2021	1821028	Window Screen, Aluminum 12 SF, Remove & Replace	10	9	1	1	EA	$164.70	$165		$165										$165										**$329**
B2021	1821066	Window Screen, Aluminum 12 SF, Remove & Replace	10	5	5	8	EA	$164.70	$1,318						$1,318										$1,318						**$2,635**
B2032	1821021	Exterior Door, Steel, Replace	40	34	6	1	EA	$658.80	$659							$659															**$659**
B2032	1821085	Exterior Door, Steel, Replace	40	34	6	1	EA	$658.80	$659							$659															**$659**
B2032	1821041	Exterior Door, Steel, Replace	40	34	6	1	EA	$658.80	$659							$659															**$659**
B3011	1821039	Roof, Asphalt Shingle 20-Year, Replace	20	13	7	850	SF	$4.17	$3,547								$3,547														**$3,547**
C1021	1821001	Interior Door, Steel, Replace	40	40	0	1	EA	$658.80	$659	$659																					**$659**
C1021	1821084	Interior Door, Steel, Replace	40	36	4	4	EA	$658.80	$2,635					$2,635																	**$2,635**
C1031	1821036	Toilet Partitions, Metal, Replace	20	16	4	3	EA	$933.30	$2,800					$2,800																	**$2,800**
C3012	1821009	Interior Wall Finish, Gypsum Board/Plaster, Repair	0	9	0	60	SF	$3.84	$231	$231																					**$231**
C3012	1820998	Interior Wall Finish, any surface, Prep & Paint	10	7	3	600	SF	$1.65	$988				$988										$988								**$1,976**
C3012	1821061	Interior Wall Finish, any surface, Prep & Paint	10	7	3	600	SF	$1.65	$988				$988										$988								**$1,976**
C3021	1821026	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	6	4	350	SF	$9.88	$3,459					$3,459										$3,459							**$6,917**
C3021	1821077	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	6	4	350	SF	$9.88	$3,459					$3,459										$3,459							**$6,917**
C3031	1821048	Interior Ceiling Finish, any flat surface, Prep & Paint	10	7	3	400	SF	$2.20	$878				$878										$878								**$1,757**
C3031	1821018	Interior Ceiling Finish, any flat surface, Prep & Paint	10	7	3	400	SF	$2.20	$878				$878										$878								**$1,757**
D2011	1821025	Toilet, GPF, Replace	30	22	8	1	EA	$1,427.40	$1,427									$1,427													**$1,427**
D2011	1821058	Toilet, GPF, Replace	30	22	8	1	EA	$1,427.40	$1,427									$1,427													**$1,427**
D2011	1821050	Toilet, GPF, Replace	30	22	8	1	EA	$1,427.40	$1,427									$1,427													**$1,427**
D2011	1821042	Toilet, GPF, Replace	30	22	8	1	EA	$1,427.40	$1,427									$1,427													**$1,427**
D2011	1821023	Toilet, GPF, Replace	30	22	8	1	EA	$1,427.40	$1,427									$1,427													**$1,427**
D2012	1821054	Urinal, GPF, Replace	30	22	8	1	EA	$658.80	$659									$659													**$659**
D2012	1821069	Urinal, GPF, Replace	30	22	8	1	EA	$658.80	$659									$659													**$659**
D2012	1821027	Urinal, GPF, Replace	30	22	8	1	EA	$658.80	$659									$659													**$659**
D2014	1821007	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	23	7	1	EA	$1,647.00	$1,647								$1,647														**$1,647**
D2014	1821045	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	23	7	1	EA	$1,647.00	$1,647								$1,647														**$1,647**
D2018	1821071	Drinking Fountain, Outside/Site Style, Replace	15	8	7	2	EA	$3,952.80	$7,906								$7,906														**$7,906**
D2029	1821022	Plumbing System, Supply & Sanitary, Low Density (excl fixtures), Replace	40	20	20	800	SF	$5.49	$4,392																					$4,392	**$4,392**
D3099	1821038	Hand Dryer, Restroom, Replace	10	10	0	1	EA	$1,756.80	$1,757	$1,757											$1,757									$1,757	**$5,270**
D3099	1821000	Hand Dryer, Restroom, Replace	10	10	0	1	EA	$1,756.80	$1,757	$1,757											$1,757									$1,757	**$5,270**
D5012	1821012	Main Distribution Panel, 100 AMP, Replace	30	22	8	1	EA	$1,207.80	$1,208									$1,208													**$1,208**
D5019	1821010	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	32	8	800	SF	$14.27	$11,419									$11,419													**$11,419**
D5022	1821031	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	4	EA	$230.58	$922				$922																		**$922**
D5029	1821056	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	14	6	400	SF	$6.59	$2,635							$2,635															**$2,635**
D5029	1821052	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	14	6	400	SF	$6.59	$2,635							$2,635															**$2,635**
Z108X	1821072	ADA, Restroom, Grab Bars & Blocking, Install	0	0	0	1	EA	$1,976.40	$1,976	$1,976																					**$1,976**
Z108X	1821068	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	0	0	0	1	EA	$87.84	$88	$88																					**$88**
Z108X	1822743	ADA, Restroom, Full Reconfiguration, Renovate	0	0	0	1	EA	$28,163.70	$28,164	$28,164																					**$28,164**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Z108X	1821034	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	0	0	0	1	EA	$87.84	$88	$88																					**$88**
Totals, Unescalated										**$35,268**	**$1,713**	**$0**	**$4,656**	**$17,294**	**$1,318**	**$7,247**	**$14,746**	**$21,740**	**$0**	**$3,514**	**$329**	**$0**	**$3,733**	**$11,858**	**$1,318**	**$0**	**$0**	**$0**	**$0**	**$7,906**	**$132,638**
Totals, Escalated (3.0% inflation, compounded annually)										**$35,268**	**$1,764**	**$0**	**$5,087**	**$19,464**	**$1,527**	**$8,653**	**$18,136**	**$27,540**	**$0**	**$4,722**	**$456**	**$0**	**$5,482**	**$17,937**	**$2,053**	**$0**	**$0**	**$0**	**$0**	**$14,278**	**$162,368**

* Markup/LocationFactor (1.098) has been included in unit costs.

Ashiya Park (7.93 Acres) / Site

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B101X	1821029	Structural Frame, , Replace	75	55	20	36	SF	$35.14	$1,265																					$1,265	**$1,265**
B2039	1821064	Vehicle Gate, Wrought Iron, Replace	25	16	9	2	EA	$878.40	$1,757										$1,757												**$1,757**
C3021	1821015	Exterior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	7	3	5200	SF	$1.65	$8,564				$8,564										$8,564								**$17,129**
D2018	1821051	Drinking Fountain, Outside/Site Style, Replace	15	14	1	1	EA	$3,952.80	$3,953		$3,953															$3,953					**$7,906**
D2021	1821083	Backflow Preventer, 6 INCH, Replace	30	14	16	1	EA	$11,529.00	$11,529																	$11,529					**$11,529**
D2023	1821040	Domestic Booster Pump Station, 5 HP, Replace	25	18	7	1	EA	$21,301.20	$21,301								$21,301														**$21,301**
D5038	1821062	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	15	11	4	800	SF	$5.49	$4,392					$4,392																$4,392	**$8,784**
G2022	1821087	Parking Lots, Asphalt Pavement, Mill & Overlay	25	24	1	26000	SF	$3.84	$99,918		$99,918																				**$99,918**
G2022	1821080	Parking Lots, Asphalt Pavement, Mill & Overlay	25	24	1	700	SF	$3.84	$2,690		$2,690																				**$2,690**
G2031	1820999	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	49	1	500	SF	$21.96	$10,980		$10,980																				**$10,980**
G2044	1821014	Signage, Property, Monument/Pylon, Replace/Install	20	10	10	1	EA	$4,941.00	$4,941											$4,941											**$4,941**
G2044	1821070	Signage, Property, Monument/Pylon, Replace/Install	20	8	12	1	EA	$10,431.00	$10,431													$10,431									**$10,431**
G2045	1821053	Park Grill (Barbeque), Park Bench, Metal/Wood/Plastic, Replace	15	9	6	1	EA	$996.98	$997							$997															**$997**
G2045	1821032	Park Grill (Barbeque), Park Bench, Metal/Wood/Plastic, Replace	15	9	6	1	EA	$996.98	$997							$997															**$997**
G2045	1821074	Park Grill (Barbeque), Large Group, Replace	15	9	6	1	EA	$1,824.88	$1,825							$1,825															**$1,825**
G2045	1821035	Park Grill (Barbeque), Large Group, Replace	15	9	6	1	EA	$1,824.88	$1,825							$1,825															**$1,825**
G2045	1821033	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	14	6	1	EA	$1,070.55	$1,071							$1,071															**$1,071**
G2045	1821024	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	12	8	1	EA	$1,070.55	$1,071									$1,071													**$1,071**
G2045	1821049	Site Furnishings - Metal Trash Receptacles, Trash Receptacle, Fixed Concrete, Replace	15	7	8	8	EA	$613.78	$4,910									$4,910													**$4,910**
G2045	1821060	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	12	8	1	EA	$1,070.55	$1,071									$1,071													**$1,071**
G2045	1821055	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	12	8	1	EA	$1,070.55	$1,071									$1,071													**$1,071**
G2045	1821046	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821046	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821017	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821057	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821043	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821059	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821003	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821073	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821002	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821008	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821011	Site Furnishings, Picnic Table, Plastic-Coated Metal, Fixed, Replace	25	13	12	1	EA	$1,564.65	$1,565													$1,565									**$1,565**
G2045	1821019	Site Furnishings, Park Bench, Precast Concrete, Replace	25	12	13	1	EA	$1,098.00	$1,098														$1,098								**$1,098**
G2047	1821082	Play Structure, Medium, Replace	20	12	8	1	EA	$21,960.00	$21,960									$21,960													**$21,960**
G2047	1821076	Play Structure, Swing Set only, 4 Seats, Replace	20	12	8	1	EA	$2,745.00	$2,745									$2,745													**$2,745**
G2047	1821037	Play Structure, Swing Set only, 4 Seats, Replace	20	12	8	1	EA	$2,745.00	$2,745									$2,745													**$2,745**
G2047	1821078	Sports Apparatus, Basketball Backstop, Replace	25	16	9	2	EA	$10,431.00	$20,862										$20,862												**$20,862**
G2047	1821088	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	10	10	4500	SF	$0.98	$4,422											$4,422											**$4,422**
G2047	1821030	Play Surfaces & Sports Courts, Wood Chips, 3" Depth, Replace	20	10	10	4100	SF	$0.98	$4,029											$4,029											**$4,029**
G2047	1821065	Play Structure, Medium, Replace	20	8	12	1	EA	$21,960.00	$21,960													$21,960									**$21,960**
G2052	1821086	Landscaping, Drainage Swale, Concrete, Replace/Install	30	12	18	750	LF	$43.92	$32,940																			$32,940			**$32,940**
G2055	1821013	Landscaping, Sod at Eroded Areas, Install	0	0	0	1750	SF	$1.10	$1,918	$1,918																					**$1,918**
G2057	1821047	Irrigation System, , Replace/Install	25	12	13	298000	SF	$3.84	$1,145,214														$1,145,214								**$1,145,214**
G3033	1821081	Storm Drain Piping, 2" to 6", Install	0	0	0	40	LF	$14.27	$571	$571																					**$571**
G4021	1821119	Site Pole Light, 20' High, 400 W (LED Lamp Replacement), Install	20	4	16	6	EA	$4,392.00	$26,352																	$26,352					**$26,352**
Z106X	1821075	ADA, Parking, Designated Stall with Pavement Markings & Signage, Install	0	0	0	2	EA	$1,098.00	$2,196	$2,196																					**$2,196**
Z106X	1821020	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	0	0	0	1	EA	$1,647.00	$1,647	$1,647																					**$1,647**
Totals, Unescalated										**$6,332**	**$117,541**	**$0**	**$8,564**	**$4,392**	**$0**	**$6,714**	**$21,301**	**$35,572**	**$22,619**	**$13,392**	**$0**	**$48,038**	**$1,154,876**	**$0**	**$0**	**$41,834**	**$0**	**$32,940**	**$4,392**	**$1,265**	**$1,519,772**
Totals, Escalated (3.0% inflation, compounded annually)										**$6,332**	**$121,067**	**$0**	**$9,359**	**$4,943**	**$0**	**$8,017**	**$26,198**	**$45,061**	**$29,512**	**$17,998**	**$0**	**$68,490**	**$1,695,975**	**$0**	**$0**	**$67,131**	**$0**	**$56,078**	**$7,701**	**$2,285**	**$2,166,147**

* Markup/LocationFactor (1.098) has been included in unit costs.

Appendix G:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821006	D2021	**Backflow Preventer**	2 INCH	Ashiya Park (7.93 Acres) / Site	Site	Inaccessible	Inaccessible	Inaccessible			
2	1821083	D2021	**Backflow Preventer**	6 INCH	Ashiya Park (7.93 Acres) / Site	Site	Inaccessible	Inaccessible	Inaccessible			
3	1821040	D2023	**Domestic Booster Pump Station**	5 HP	Ashiya Park (7.93 Acres) / Site	Site	Inaccessible	Inaccessible	Inaccessible			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821038	D3099	**Hand Dryer**		Ashiya Park (7.93 Acres) / Restroom Building	Restrooms- women						
2	1821000	D3099	**Hand Dryer**		Ashiya Park (7.93 Acres) / Restroom Building	Restrooms- men						

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1821012	D5012	**Main Distribution Panel**	100 AMP	Ashiya Park (7.93 Acres) / Restroom Building	Utility closet	No tag/plate found	No tag/plate found	No tag/plate found			
2	1821031	D5022	**Light Fixture**		Ashiya Park (7.93 Acres) / Restroom Building	Building exterior						4

Ashiya Park (7.93 Acres)

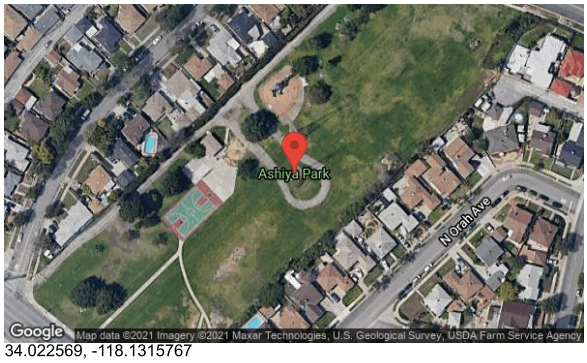
Reserve Summary	IMMEDIATE	2-Year	5-Year	10-Year	20-Year
Totals, Unescalated	$50,527	$195,979	$239,697	$417,806	$2,013,626
Totals, Escalated (3.0% inflation, compounded annually)	**$50,527**	**$200,338**	**$249,077**	**$474,496**	**$2,837,891**

Average yearly investment: $141,895



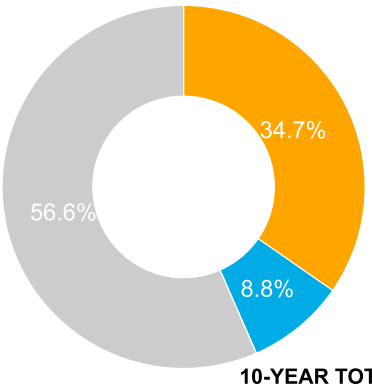
Site Information	Edit
Assessment Date	04/01/2020
Facility	Ashiya Park (7.93 Acres)
Replacement Value	$4,512,816
Street	2700 W. BEVERLY BLVD
City	Montebello
State	California
Zip	90640
EMG Project Number	142318.20R000-009.354
Total Square Footage	322344
GPS	34.022569, -118.1315767

⚠ Critical/Safety Issues: 0



34.022569, -118.1315767

Round Report



- Performance/Integrity $164,500
- Accessibility $41,700
- Modernization/Adaptation $0
- Lifecycle/Renewal $268,400

10-YEAR TOTAL: $474,600

SECTION IV-I
Bicknell Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Bicknell Park
901 Via San Clemente
Montebello, California 90640

PREPARED BY:
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Program Manager
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Mark.Surdam@bvna.com

BV PROJECT #:
142318.20R000-011.354

DATE OF REPORT:
September 22, 2020

ON SITE DATE:
April 16, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	901 Via San Clemente, Montebello, California 90640
Site Developed	1968
Site Area	7.61 acres (estimated)
Parking Spaces	380 total spaces all in open lots; 2 of which are accessible
Building Area	2,000 SF
Number of Stories	1
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 16, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Matthew Wilkins
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager 800.733.0660 x6251 Mark.Surdam@bvna.com
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The Bicknell Park was originally developed in 1968 and lies within the boundaries of the Montebello Golf Course. The park contains a single monument structure dedicated to the victims of the Armenian Genocide of 1915 and Crimes Against Humanity

Architectural

The monument structure is a 75' high, 8 arch concrete tower standing on a poured in place concrete platform with brick pavers and low stone veneered walls. It has not been renovated in the recent years. Finishes throughout are original to the structure. The monument and platform structure are in fair condition, repairs to the monument up-lighting surrounding finishes are in poor condition.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The monument area and park do not contain mechanical equipment.

The electrical system serves monument up-lights and park and parking light pole lighting. The fixtures are reaching the end of their lifecycle and will require replacement.

Plumbing consists of domestic water service for the irrigation system and drinking fountain.

Site

In general, the site has been well maintained. The site contains moderate landscaping consisting of trees and grass, which are served by in-ground irrigation systems. Amenities consist of a water fountain and trash receptacles, which are in poor condition. The concrete sidewalk is in fair overall condition. The asphalt paved parking lot areas are in fair to poor condition and require overlay, sealing and striping. Site lighting is located throughout the parking lot.

Recommended Additional Studies

No additional studies recommended at this time.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars	380	Asphalt pavement			X	Needs seal and stripe
		Accessible Parking	2	Asphalt pavement			X	No Van parking
G2030	**Walks**							
		Concrete	8,500	Sidewalk		X		Some areas need repair
G4020	**Lighting**							
		Pathway (8'-12')		N/A				
G2050	**Landscape**							
		Grass (Turf)	112,000	Throughout park		X		
		Trees		Throughout park		X		
G2057	**Irrigation**							
		Sprinkler system		Throughout park		X		
G2045	**Site Furnishings**							
		Drinking Fountain	1	Monument platform		X		
		Receptacle, Trash	3	Throughout park			X	
G2046	**Fountains, Pools, & Watercourses**							
		No Water Facilities Present						
G2047	**Playing Fields**							
		No Playing Fields Present						

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
G2049	**Miscellaneous Structures**							
		Monument building	1	Monument is at 75 feet high		X		
G2050	**Miscellaneous Recreation**							
		There is no Miscellaneous Recreation						

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

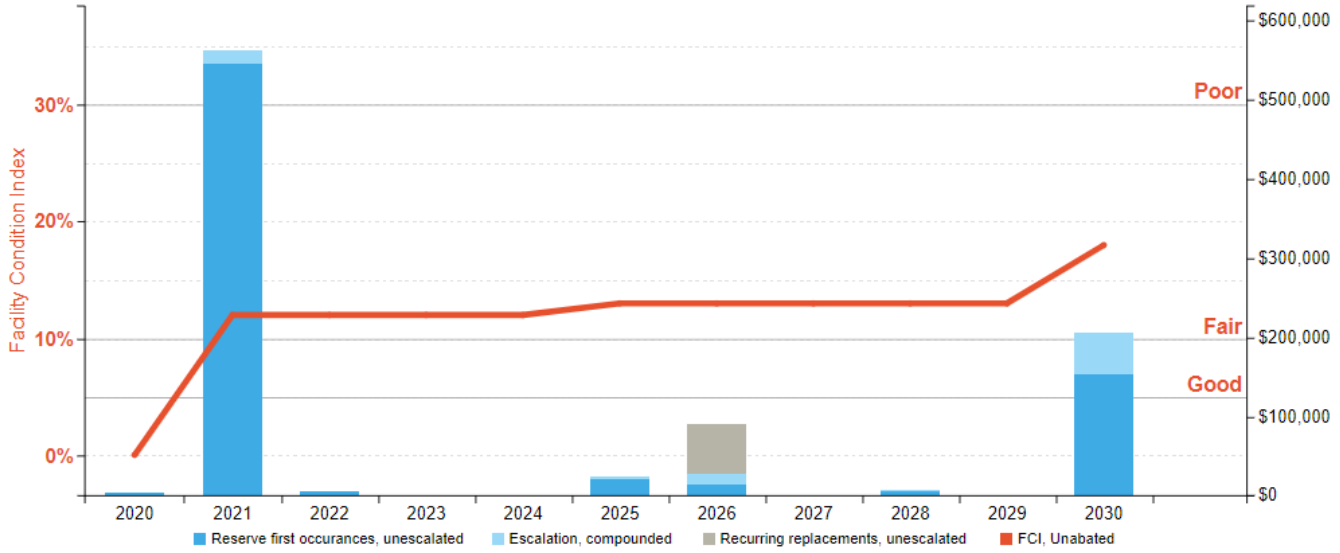
FCI Analysis | Bicknell Park (7.61 acres)		
Replacement Value *$ 4,640,900*	*Total SF* *331,491*	*Cost/SF* *$ 14*
Current FCI	$ 4,800	0.1 %
3-Year	$ 573,400	12.4 %
5-Year	$ 598,600	12.9 %
10-Year	$ 827,500	17.8 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Bicknell Park (7.61 acres)

Replacement Value: $ 4,640,874; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Bicknell Park (7.61 acres)	2	$4,800
Total	**2**	**$4,800**

Bicknell Park (7.61 acres)

ID	Location	Location Description	UF Code	Description	Condition	Plan Type	Cost
1821415	Bicknell Park (7.61 acres)	Parking lot	Y1010	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	NA	Accessibility	$2,000
2011110	Bicknell Park (7.61 acres)	Monument well lighting	G2030	Sidewalk, Brick/Masonry Pavers, Repair	Poor	Performance/Integrity	$2,800
Total (2 items)							**$4,800**

Key Findings



Sidewalk in Poor condition.

Brick/Masonry Pavers
Bicknell Park (7.61 acres) Monument well lighting

Uniformat Code: G2031
Recommendation: **Repair in 2020**

Priority Score: **85.9**

Plan Type: Performance/Integrity

Cost Estimate: $2,800

**$**$$$

Repairs around monument well lights in poor condition. - AssetCALC ID: 2011110



Parking Lots in Poor condition.

Asphalt Pavement
Bicknell Park (7.61 acres) Parking lot

Uniformat Code: G2021
Recommendation: **Seal & Stripe in 2021**

Priority Score: **84.8**

Plan Type: Performance/Integrity

Cost Estimate: $62,100

**$$$**$

The parking lot exhibits areas of severe asphalt alligators throughout. - AssetCALC ID: 1821400



Parking Lots in Poor condition.

Asphalt Pavement
Bicknell Park (7.61 acres) Parking lot

Uniformat Code: G2021
Recommendation: **Mill & Overlay in 2021**

Priority Score: **84.8**

Plan Type: Performance/Integrity

Cost Estimate: $482,900

$$$$

The parking lot exhibits areas of severe asphalt alligators throughout. - AssetCALC ID: 1821383



Site Furnishings in Poor condition.

Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete
Bicknell Park (7.61 acres) Site

Uniformat Code: G2062
Recommendation: **Replace in 2022**

Priority Score: **81.7**

Plan Type: Performance/Integrity

Cost Estimate: $5,600

**$**$$$

The trash containers are damaged. - AssetCALC ID: 1821381

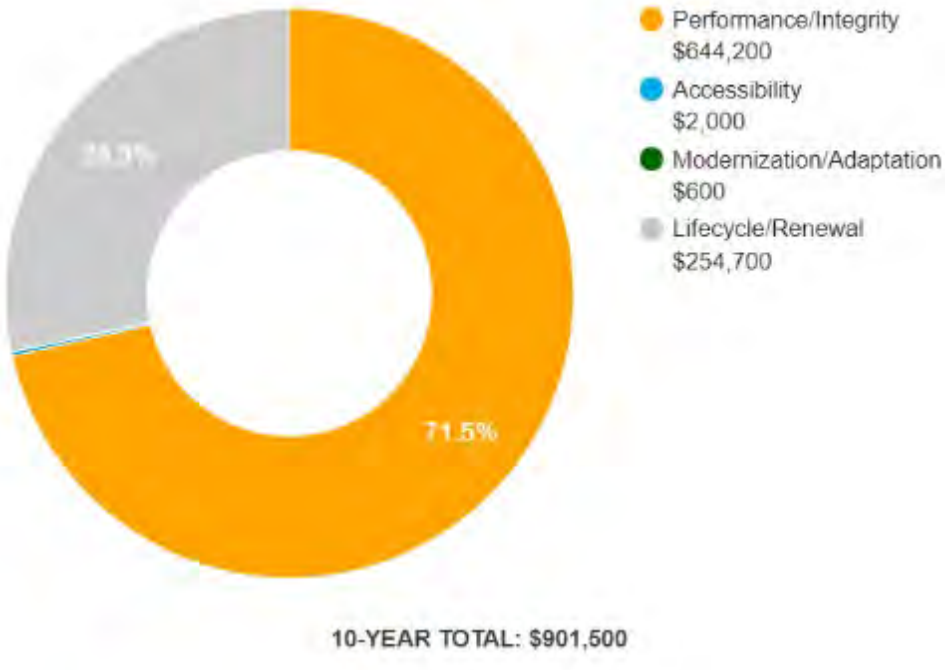
Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions

Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Concrete columns and concrete-framed roof	Good
Façade	Exposed concrete	Fair
Roof	Primary: Vaulted construction with concrete finishes	Fair
Interiors	Not Applicable	Fair
Elevators	None	--
Plumbing	Domestic water for drinking fountain	--
HVAC	No heating or cooling system	--
Fire Suppression	Hydrants	Fair

Systems Summary

Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: In-ground well lights Emergency: None	Fair
Fire Alarm	None	--
Equipment/Special	Security system	--
Site Pavement	Brick pavers on platform at base of monument Asphalt lots with areas of concrete and concrete sidewalks, curbs and ramps	Fair Poor
Site Development	Property signage Trash receptacles Drinking fountain	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric	Good
Site Lighting	Pole-mounted: HPS	Fair
Ancillary Structures	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Heavy asphalt wear, damaged trash receptacle, pavers around well lights	

Systems Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	-	-	-	-
Facade	-	-	$19,566	-	$26,295	$45,861
Interiors	-	-	-	-	$69,193	$69,193
Plumbing	-	-	$5,590	-	$8,709	$14,299
Electrical		-	$1,260	$53,797	-	$55,057
Fire Alarm & Electronic Systems		-		$15,994		$15,994
Site Utilities			-	$159,133		$159,133
Site Pavement	$2,786	$561,348	-	$74,136	$203,430	$841,700
Site Development	-	$5,988	-	-	$766,919	$772,787
Accessibility	$2,009	-	-	-	-	$2,009
TOTALS	**$4,800**	**$567,400**	**$26,500**	**$303,100**	**$1,074,500**	**$1,976,100**

3. Property Space Use and Observed Areas

Unit Allocation

All 7.61 acres of the property are occupied by City of Montebello. The spaces are mostly public park with single monument structure at the center.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Roof, Lack of ladder or other means of egress

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

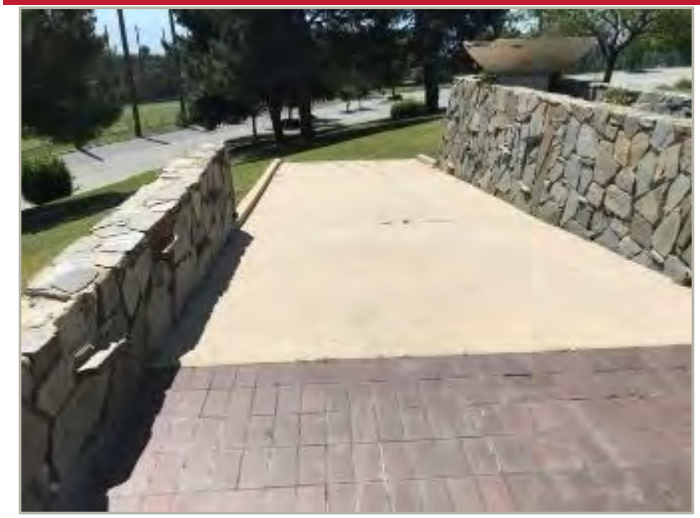
During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

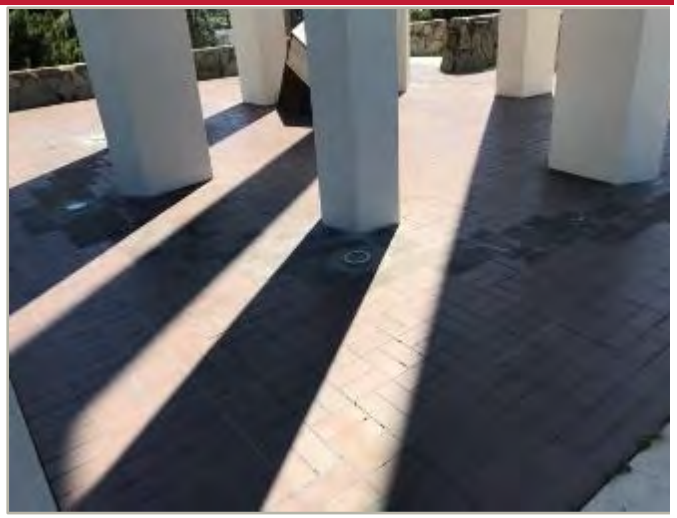
Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms		N/A	
Elevators		N/A	
Kitchens/Kitchenettes		N/A	

Campus Accessibility: Photographic Overview



Building ramp entrance



Interior path of travel



Interior path of travel



Interior path of travel



Accessible parking



Exterior path of travel

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few door knobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few door knobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Bicknell Park, 901 Via San Clemente, Montebello, California 90640 the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared for and is exclusively for the use and benefit of the Client identified on the cover page of this report. The purpose for which this report shall be used shall be limited to the use as stated in the contract between the client and Bureau Veritas.

This report, or any of the information contained therein, is not for the use or benefit of, nor may it be relied upon by any other person or entity, for any purpose without the advance written consent of Bureau Veritas. Any reuse or distribution without such consent shall be at the client's or recipient's sole risk, without liability to Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



2	LEFT ELEVATION



3	REAR ELEVATION



4	RIGHT ELEVATION



5	DETERIORATED PARKING LOTS



6	DETERIORATED PARKING LOTS



7	DETERIORATED PARKING LOTS



8	ADA, PARKING



9	SIDEWALK



10	SIDEWALK



11	PARKING POLE LIGHT



12	LANDSCAPING



13	LANDSCAPING



14	LANDSCAPING



15	PARK LIGHT FIXTURE



16	DAMAGED TRASH RECEPTACLE



17	MAIN ENTRANCE



18	EXTERIOR RAMP



19	PROPERTY MONUMENT



20	CONCRETE BENCH



21	DRINKING FOUNTAIN



22	ELECTRICAL MAIN PANEL AND SYSTEM



23	FLOOR FINISH



24	FLOOR LIGHT FIXTURE

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-011.354	Bicknell Park
Source	**On-Site Date**
Google	April 16, 2020

N

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1010	Seating area	Fair	Structural Frame, Concrete Cast-in-Place	80 SF	50	1821399
B1020	Roof	Fair	Roof, Concrete	450 SF	35	1821419
Facade						
B2010	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	4,200 SF	5	1821380
Interiors						
C2030	Flooring	Fair	Interior Floor Finish, Quarry Tile	1,100 SF	20	1821387
Plumbing						
D2010	Building interior	Fair	Drinking Fountain, Outside/Site Style	1	5	1821405
Electrical						
D5020	Northeast end of east wall	Fair	Distribution Panel, 120/208 V, 200 AMP	1	25	2068956
D5020	Building exterior	Fair	Full Electrical System Upgrade, Low Density/Complexity	2,000 SF	10	1821396
D5040	Site	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	2	8	1821414
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	8	1821395
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	8	1821390
D5040	Site	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	2	8	1821408
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	3	1821412
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	8	1821407
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	3	1821417
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	8	1821401
D5040	Site	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	2	8	1821404
D5040		Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	2	8	1821418
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	8	1821409
D5040	Sidewalk	Fair	In Ground Light Fixture, 150 WATT	1	8	1821378
Fire Alarm & Electronic Systems						
D7030	Throughout building	Fair	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	2,000 SF	6	1821406
Pavement						
G2020	Parking lot	Poor	Parking Lots, Asphalt Pavement, Mill & Overlay	103,000 SF	1	1821383
G2020	Parking lot	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	103,000 SF	1	1821400
G2030	Main entrance	Good	Exterior Stairs & Ramps, Concrete (per LF of Nosing)	90 LF	20	1821410
G2030	Monument well lighting	Poor	Sidewalk, Brick/Masonry Pavers, Repair	32 SF	0	2011110
G2030	Main entrance	Good	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	180 SF	20	1821385
G2030	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	8,500 SF	25	1821382
G2030	Main entrance	Good	Exterior Stairs & Ramps, Concrete (per LF of Nosing)	350 LF	40	1821398
Sitework						
G2060	Site	Poor	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	3	2	1821381
G2060	Main building	Fair	Signage, Property, Monument/Pylon, Replace/Install	1	12	1821393

Component Condition Report | Bicknell Park (7.61 acres)

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2080	Landscaping	Fair	Irrigation System, Replace/Install	112,000 SF	12	1821411
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821377
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821394
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821388
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821397
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821403
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821386
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821389
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821379
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821413
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821392
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821402
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821416
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	1	10	1821391
Accessibility						
Y1010	Parking lot	NA	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	1	0	1821415

Appendix E:
Replacement Reserves

Replacement Reserves Report

Bicknell Park (7.61 acres)

9/22/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Bicknell Park (7.61 acres)	$4,796	$561,350	$5,969	$1,263	$0	$25,157	$90,132	$0	$7,010	$0	$205,949	$85,945	$766,822	$0	$0	$26,296	$99,634	$0	$0	$0	$95,760	**$1,976,083**
Grand Total	**$4,796**	**$561,350**	**$5,969**	**$1,263**	**$0**	**$25,157**	**$90,132**	**$0**	**$7,010**	**$0**	**$205,949**	**$85,945**	**$766,822**	**$0**	**$0**	**$26,296**	**$99,634**	**$0**	**$0**	**$0**	**$95,760**	**$1,976,083**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B2010	1821380	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	4200	SF	$4.02	$16,878						$16,878										$16,878						**$33,757**
C2030	1821387	Interior Floor Finish, Quarry Tile, Replace	50	30	20	1100	SF	$34.83	$38,311																					$38,311	**$38,311**
D2010	1821405	Drinking Fountain, Outside/Site Style, Replace	15	10	5	1	EA	$4,822.42	$4,822						$4,822															$4,822	**$9,645**
D5020	1821396	Full Electrical System Upgrade, Low Density/Complexity, Replace	40	30	10	2000	SF	$17.41	$34,829											$34,829											**$34,829**
D5040	1821412	In Ground Light Fixture, 150 WATT, Replace	20	17	3	1	EA	$577.99	$578				$578																		**$578**
D5040	1821417	In Ground Light Fixture, 150 WATT, Replace	20	17	3	1	EA	$577.99	$578				$578																		**$578**
D5040	1821414	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	2	EA	$258.25	$516									$516													**$516**
D5040	1821395	In Ground Light Fixture, 150 WATT, Replace	20	12	8	1	EA	$577.99	$578									$578													**$578**
D5040	1821390	In Ground Light Fixture, 150 WATT, Replace	20	12	8	1	EA	$577.99	$578									$578													**$578**
D5040	1821408	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	2	EA	$258.25	$516									$516													**$516**
D5040	1821407	In Ground Light Fixture, 150 WATT, Replace	20	12	8	1	EA	$577.99	$578									$578													**$578**
D5040	1821401	In Ground Light Fixture, 150 WATT, Replace	20	12	8	1	EA	$577.99	$578									$578													**$578**
D5040	1821404	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	2	EA	$258.25	$516									$516													**$516**
D5040	1821418	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	2	EA	$258.25	$516									$516													**$516**
D5040	1821409	In Ground Light Fixture, 150 WATT, Replace	20	12	8	1	EA	$577.99	$578									$578													**$578**
D5040	1821378	In Ground Light Fixture, 150 WATT, Replace	20	12	8	1	EA	$577.99	$578									$578													**$578**
D7030	1821406	Security/Surveillance System, Cameras and CCTV, Upgrade/Install	15	9	6	2000	SF	$6.70	$13,396							$13,396															**$13,396**
G2020	1821383	Parking Lots, Asphalt Pavement, Mill & Overlay	25	24	1	103000	SF	$4.69	$482,911		$482,911																				**$482,911**
G2020	1821400	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	103000	SF	$0.60	$62,089		$62,089					$62,089					$62,089					$62,089					**$248,354**
G2030	2011110	Sidewalk, Brick/Masonry Pavers, Repair	0	0	0	32	SF	$87.07	$2,786	$2,786																					**$2,786**
G2030	1821385	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	30	20	180	SF	$26.79	$4,822																					$4,822	**$4,822**
G2030	1821410	Exterior Stairs & Ramps, Concrete (per LF of Nosing), Replace	50	30	20	90	LF	$56.26	$5,064																					$5,064	**$5,064**
G2060	1821381	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	30	28	2	3	EA	$1,875.38	$5,626			$5,626																			**$5,626**
G2060	1821393	Signage, Property, Monument/Pylon, Replace/Install	20	8	12	1	EA	$12,725.82	$12,726													$12,726									**$12,726**
G2080	1821411	Irrigation System, , Replace/Install	25	13	12	112000	SF	$4.69	$525,108													$525,108									**$525,108**
G4050	1821377	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821394	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821388	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821397	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821403	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821386	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821389	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821379	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821413	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821392	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821402	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821416	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
G4050	1821391	Site Pole Light, 400 WATT, Replace/Install	20	10	10	1	EA	$9,109.01	$9,109											$9,109											**$9,109**
Y1010	1821415	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	0	0	0	1	EA	$2,009.34	$2,009	$2,009																					**$2,009**
Totals, Unescalated										**$4,796**	**$545,000**	**$5,626**	**$1,156**	**$0**	**$21,701**	**$75,484**	**$0**	**$5,534**	**$0**	**$153,246**	**$62,089**	**$537,833**	**$0**	**$0**	**$16,878**	**$62,089**	**$0**	**$0**	**$0**	**$53,020**	**$1,544,451**
Totals, Escalated (3.0% inflation, compounded annually)										**$4,796**	**$561,350**	**$5,969**	**$1,263**	**$0**	**$25,157**	**$90,132**	**$0**	**$7,010**	**$0**	**$205,949**	**$85,945**	**$766,822**	**$0**	**$0**	**$26,296**	**$99,634**	**$0**	**$0**	**$0**	**$95,760**	**$1,976,083**

* Markup/LocationFactor (1.098) has been included in unit costs. Markup includes a 10% Internal Program Management, and 12% Design factors applied to the location adjusted unit cost.

Appendix F:
Equipment Inventory List

D50 Electrical

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	2068956	D5020	**Distribution Panel**	200 Amp	Northeast end of east wall	Inaccessible	Inaccessible	Inaccessible		Inaccessible	

SECTION IV-J
Dutcher Tot Lot

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Dutcher Tot Lot
North Garfield Avenue
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-012.354

DATE OF REPORT:
May 14, 2020

ON SITE DATE:
April 16, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Open field
Main Address	North Garfield Avenue, Montebello, California 90640
Site Developed	1960's Exact year is unknown
Site Area	0.04 acres (estimated)
Parking Spaces	N/A
Building Area	No building- open field
Number of Stories	N/A
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 16, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Matthew Wilkins
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The Dutcher Tot Lot was originally constructed in the 1960's. There are no restroom buildings or any other structures, the facility is an open field with grass and trees. The site is not open to the public and appears to have been abandoned for some time.

Architectural

The Dutcher Tot Lot is surrounded with a chain-link fence and gates. The site is on a small hill sloped from north to south with a drainage swale located in the south west of the site.

Mechanical, Electrical, Plumbing and Fire (MEPF)

There are no heating or cooling systems. There are no structures at this facility.

There is no electrical system at this facility.

The only plumbing piping system or any source for water is the irrigation system, according to the POC,.

Site

There is no access to the public on this site. It is closed and it is not being utilized for any use at the present time. Only one small driveway for service vehicle at the main entrance.

Recommended Additional Studies

No additional studies recommended at this time.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		Number of Cars		N/A				
		Accessible Parking		N/A				
G2030	**Walks**							
		Concrete	600	Sidewalk		X		
G4020	**Lighting**							
		Pathway (8'-12')		N/A				
G2050	**Landscape**							
		Grass (Turf)	13,300	Throughout		X		
		Trees		Throughout		X		
G2057	**Irrigation**							
		Sprinkler system	13,300	Throughout		X		
G2045	**Site Furnishings**							
		Drinking Fountain		N/A				
		Park bench	1	Bench			X	Broken and abended
G2046	**Fountains, Pools, & Watercourses**							
		No Water Facilities Present						
G2047	**Playing Fields**							
		No Playing Fields Present						
G2049	**Miscellaneous Structures**							
		Monument building	1	Small sign at main gate		X		
G2050	**Miscellaneous Recreation**							
		There is no Miscellaneous Recreation						

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

Not applicable since there are not any structures.

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

Not applicable since there are not any structures.

Immediate Needs

Facility/Building	Total Items	Total Cost
Dutcher Tot Lot (.04 acres)	1	$4,941
Total	**1**	**$4,941**

Dutcher Tot Lot (.04 acres)

ID	Location Description	UF Code	Description	Condition	Plan Type	Cost
1821941	Throughout	G2055	Landscaping, Mature Tree, Trim	Poor	Safety	$4,941
Total (1 items)						**$4,941**

Key Findings



Landscaping in Poor condition.

Mature Tree
Dutcher Tot Lot (.04 acres) Throughout

Uniformat Code: G2055
Recommendation: **Trim in 2020**

Priority Score: **92.0**

Plan Type: Safety

Cost Estimate: $4,900

**$**$$$

Bushes and weeds require trimming and maintenance to prevent any potential brush fire. - AssetCALC ID: 1821941



Site Furnishings in Poor condition.

Park Bench, Metal/Wood/Plastic
Dutcher Tot Lot (.04 acres) Site

Uniformat Code: G2045
Recommendation: **Replace in 2021**

Priority Score: **84.0**

Plan Type: Performance/Integrity

Cost Estimate: $1,100

**$**$$$

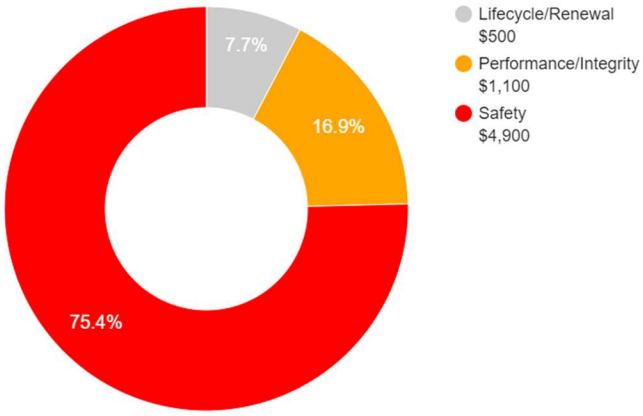
Broken and damaged bench. - AssetCALC ID: 1821613

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions	
Safety	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $6,500

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	No structures	--
Façade	N/A	--
Roof	N/A	--
Interiors	N/A	--
Elevators	None	--
Plumbing	N/A	--
HVAC	N/A	--
Fire Suppression	N/A	Fair
Electrical	N/A	--

Systems Summary

Fire Alarm	N/A	--
Equipment/Special	None	--
Site Pavement	Asphalt driveway for service vehicles and concrete sidewalks and curbs.	Fair
Site Development	Property signage	Fair
Landscaping and Topography	Moderate landscaping features Irrigation present South retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer	Good
Site Lighting	Pole-mounted: N/A	--
Ancillary Structures	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Trimming banded trees and bushes, damaged park bench	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Site Development	-	$1,100	-	-	$18,700	$19,800
Landscaping	$4,900	-	-	-	$72,900	$77,800
Pavement	-	$400	-	$100	-	$500
TOTALS	**$4,900**	**$1,500**	**-**	**$100**	**$91,600**	**$98,100**

3. Property Space Use and Observed Areas

Unit Allocation

All 0.040 acres of the property are occupied by City of Montebello. The spaces are mostly open field with trees and grass and is not in use at the time of this assessment.

Areas Observed

The interior spaces were observed from outside the fence in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Field, locked gate with no keys.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1960's. The facility was not subsequently renovated. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel		N/A	
Public Use Restrooms		N/A	
Elevators		N/A	
Kitchens/Kitchenettes		N/A	

Campus Accessibility: Photographic Overview



Main Entrance



Interior space



Sidewalk



Service vehicle driveway

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Dutcher Tot Lot, North Garfield Avenue, Montebello, California 90640 the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: ADA Checklist
Appendix E: Component Condition Report
Appendix F: Replacement Reserves
Appendix G: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



2	RIGHT ELEVATION



3	REAR ELEVATION



4	LEFT ELEVATION



5	FRONT AREA- NO LANDSCAPING



6	SIDEWALK



7	BROKEN BENCH



8	SIGNAGE



9	DRIVEWAY



10	DRAINAGE SWALE



11	LANDSCAPING



12	LANDSCAPING

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-012.354	Dutcher Tot Lot City of Montebello
Source	**On-Site Date**
Google	April 16, 2020

N

Appendix C:
Pre-Survey Questionnaire - Not Included

Appendix D:
ADA Checklist

Visual Checklist - 2010 ADA Standards for Accessible Design

Property Name: Dutcher Tot Lot

EMG Project Number: 142318.20R000-012.354

Abbreviated Accessibility Checklist					
Facility History & Interview					
	Question	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property? If so, indicate when.			X	This should match PSQ question #18. Please cross-reference and ensure consistency.
2	Have any ADA improvements been made to the property since original construction? Elaborate, especially if fully or partially addressed as the result of a previous study.			X	This should match PSQ question #19. Please cross-reference and ensure consistency.
3	Has building ownership/management reported any ADA complaints or litigation?			X	This should match PSQ question #20. Please cross-reference and ensure consistency.

The Dutcher Tot Lot is not open to the public at the present time. During the site visit observation conducted on April 16, 2020, it seems that the site has been closed and abandoned for some time considering the build-up of bushes and tall weeds inside the lot.

Appendix E:
Component Condition Report

Component Condition Report | Dutcher Tot Lot (.04 acres)

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Pavement						
G2012	Driveway	Fair	Roadways, Asphalt Pavement, Mill & Overlay	90 SF	3	1821617
G2016	Site	Fair	Roadways, Lot Signage	1	8	1821619
G2031	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	600 SF	25	1821616
Site Development						
G2041	Site	Fair	Fences & Gates, Chain Link, 8' High	110 LF	12	1821620
G2042	Site	Fair	Retaining Wall, Brick/Stone (per SF Face)	60 SF	15	1821614
G2045	Site	Poor	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	1	1821613
Landscaping						
G2052	Site	Good	Landscaping, Drainage Swale, Concrete, Replace/Install	250 LF	23	1821618
G2055	Throughout	Poor	Landscaping, Mature Tree, Trim	3	0	1821941
G2057	Site	Fair	Irrigation System, Replace/Install	13,300 SF	12	1821615

Appendix F:
Replacement Reserves

Replacement Reserves Report

Dutcher Tot Lot (.04 acres)

5/14/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Dutcher Tot Lot (.04 acres)	$4,941	$1,103	$0	$378	$0	$0	$0	$0	$139	$0	$0	$0	$77,178	$0	$0	$14,369	$0	$0	$0	$0	$0	**$98,109**
Grand Total	**$4,941**	**$1,103**	**$0**	**$378**	**$0**	**$0**	**$0**	**$0**	**$139**	**$0**	**$0**	**$0**	**$77,178**	**$0**	**$0**	**$14,369**	**$0**	**$0**	**$0**	**$0**	**$0**	**$98,109**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
G2012	1821617	Roadways, Asphalt Pavement, Mill & Overlay	25	22	3	90	SF	$3.84	$346				$346																		**$346**
G2016	1821619	Roadways, Lot Signage, Replace	20	12	8	1	EA	$109.80	$110									$110													**$110**
G2041	1821620	Fences & Gates, Chain Link, 8' High, Replace	40	28	12	110	LF	$27.45	$3,020													$3,020									**$3,020**
G2042	1821614	Retaining Wall, Brick/Stone (per SF Face), Replace	40	25	15	60	SF	$153.72	$9,223																$9,223						**$9,223**
G2045	1821613	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	19	1	1	EA	$1,070.55	$1,071		$1,071																				**$1,071**
G2055	1821941	Landscaping, Mature Tree, Trim	0	0	0	3	EA	$1,647.00	$4,941	$4,941																					**$4,941**
G2057	1821615	Irrigation System, , Replace/Install	25	13	12	13300	SF	$3.84	$51,112													$51,112									**$51,112**
Totals, Unescalated										**$4,941**	**$1,071**	**$0**	**$346**	**$0**	**$0**	**$0**	**$0**	**$110**	**$0**	**$0**	**$0**	**$54,131**	**$0**	**$0**	**$9,223**	**$0**	**$0**	**$0**	**$0**	**$0**	**$69,822**
Totals, Escalated (3.0% inflation, compounded annually)										**$4,941**	**$1,103**	**$0**	**$378**	**$0**	**$0**	**$0**	**$0**	**$139**	**$0**	**$0**	**$0**	**$77,178**	**$0**	**$0**	**$14,369**	**$0**	**$0**	**$0**	**$0**	**$0**	**$98,109**

* Markup/LocationFactor (1.098) has been included in unit costs.

Appendix G:
Equipment Inventory List

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SECTION IV-K
Northridge Mini Park

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Northridge Mini Park
140 East Arroyo Drive
Montebello, California 90640

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BV PROJECT #:
142318.20R000-014.354

DATE OF REPORT:
June 5, 2020

ON SITE DATE:
April 23, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Public Park
Main Address	140 East Arroyo Drive, Montebello, California 90640
Site Developed	Constructed Unknown Renovated 2012
Site Area	0.21 acres (estimated)
Parking Spaces	None
Building Area	None
Number of Stories	NA
Outside Occupants / Leased Spaces	None
Date(s) of Visit	April 23, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Steve Zaragoza
Assessment and Report Prepared By	Jonathan Levine
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 x6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

Northridge Mini Park was renovated in 2012. Its exact year of construction is unknown.

Architectural

There are no buildings/structures on the site premises.

Mechanical, Electrical, Plumbing and Fire (MEPF)

There is no heating or cooling on site.

There is no plumbing on site.

There is no facility-use electricity on site.

There are no fire alarm nor suppression systems on site.

Site

The site consists of the park and concrete sidewalks/walkways. The park contains grass, trees, shrubs, a bench, a picnic table, and a barbecue grill. An irrigation system serves the landscaping features. A portion of the pedestrian concrete pavement near the bottom of the steps requires joint caulking. There are two tripping hazards, one at the southwest corner and one at the northeast corner, in the pedestrian concrete pavement due to spalled concrete.

Recommended Additional Studies

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Park Amenities Observed

Amenity Type			Qty / ~Area	Description	Condition			Comments
					Good	Fair	Poor	
Site Development								
G2020	**Parking**							
		No parking on site						
G2030	**Walks**							
		Concrete	1,200 SF	Throughout site	X			Joint caulking required, two tripping hazards
G4020	**Lighting**							
		No lighting present						
G2050	**Landscape**							
		Grass (Turf)	10,300 SF	Throughout site	X			
		Shrubs		Along north border	X			
		Trees		Throughout site	X			
G2057	**Irrigation**							
		Sprinkler system	10,300 SF	Throughout site	X			
G2045	**Site Furnishings**							
		Benches, Picnic	1	Main park area	X			
		Benches, Seating	1	Main park area	X			
		Grill	1	Main park area	X			
		Receptacle, Trash	1	Main park area	X			
G2046	**Fountains, Pools, & Watercourses**							
		No water features present						
G2047	**Playing Fields**							
		No playing fields present						
G2049	**Miscellaneous Structures**							
		None						
G2050	**Miscellaneous Recreation**							
		None						

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

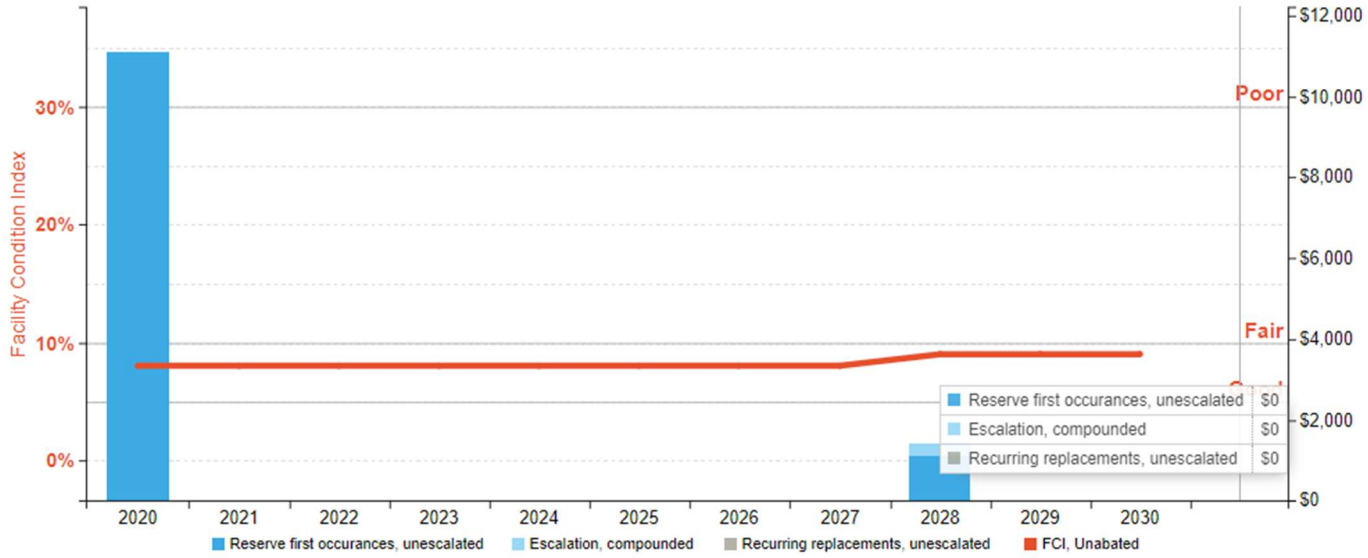
FCI Analysis | Northridge Mini Park (.21 acres)		
Replacement Value *$ 146,400*	*Total SF* *9,148*	*Cost/SF* *$ 16*
Current FCI	$ 11,100	7.6 %
3-Year	$ 11,100	7.6 %
5-Year	$ 11,100	7.6 %
10-Year	$ 12,600	8.5 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Northridge Mini Park (.21 acres)

Replacement Value: $ 146,368; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Northridge Mini Park (.21 acres)	4	$11,092
Total	**4**	**$11,092**

Northridge Mini Park (.21 acres)

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1822069	Northridge Mini Park (.21 acres)	G2031	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	Failed	Safety	$246
1822071	Northridge Mini Park (.21 acres)	G2031	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	Failed	Safety	$246
1822072	Northridge Mini Park (.21 acres)	G2031	Pedestrian Pavement, sectional sidewalk repairs per man-day, Repair	Poor	Performance/Integrity	$553
1833287	Northridge Mini Park (.21 acres)	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
Total (4 items)						**$11,092**

Key Findings



Pedestrian Pavement in Failed condition.

Sidewalk, Concrete Sections/Small Areas
Northridge Mini Park (.21 acres) Site

Uniformat Code: G2031
Recommendation: **Replace in 2020**

Priority Score: **95.0**

Plan Type: Safety

Cost Estimate: $200

**$**$$$

Tripping hazard at north east corner of concrete pedestrian pavement - AssetCALC ID: 1822069



Pedestrian Pavement in Failed condition.

Sidewalk, Concrete Sections/Small Areas
Northridge Mini Park (.21 acres) Site

Uniformat Code: G2031
Recommendation: **Replace in 2020**

Priority Score: **95.0**

Plan Type: Safety

Cost Estimate: $200

**$**$$$

Tripping hazard at south west corner of concrete pedestrian pavement - AssetCALC ID: 1822071



Pedestrian Pavement in Poor condition.

sectional sidewalk repairs per man-day
Northridge Mini Park (.21 acres) Site

Uniformat Code: G2031
Recommendation: **Repair in 2020**

Priority Score: **86.0**

Plan Type: Performance/Integrity

Cost Estimate: $600

**$**$$$

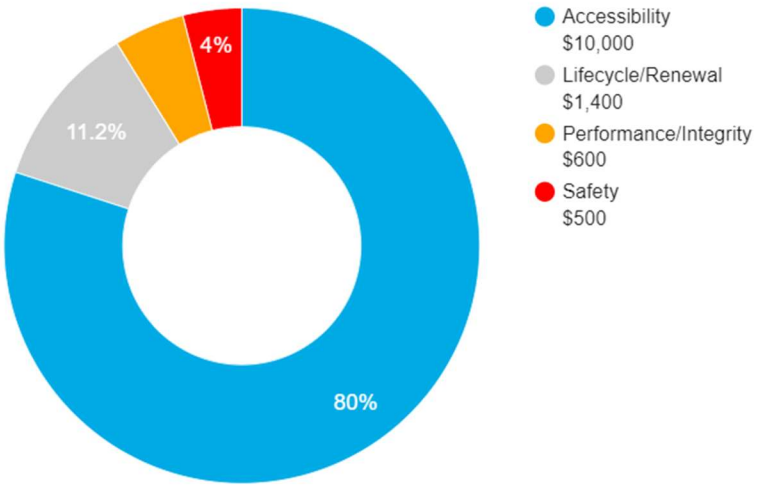
Caulk concrete pavement joints near bottom of steps - AssetCALC ID: 1822072

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions	
Safety	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $12,500

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	None	--
Façade	None	--
Roof	None	--
Interiors	None	--
Elevators	None	--
Plumbing	None	--
HVAC	None	--

Systems Summary

Fire Suppression	None	--
Electrical	None	--
Fire Alarm	None	--
Equipment/Special	None	--
Site Pavement	Concrete sidewalks and stairs	Good
Site Development	Park bench, picnic table, barbecue grill, trash receptacle	Good
Landscaping and Topography	Moderate landscaping features Irrigation present CMU retaining walls Low to moderate site slopes throughout	Good
Utilities	None	--
Site Lighting	None	--
Ancillary Structures	None	--
Accessibility	Potential moderate/major issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	Main park area is non-ADA compliant, pedestrian concrete pavement requires joint caulking; two concrete pavement tripping hazards due to spalled concrete	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Pavement	$1,000	-	-	-	-	$1,000
Site Development	-	-	-	$1,400	$10,000	$11,400
Landscaping	-	-	-	-	$79,800	$79,800
Accessibility	$10,000	-	-	-	-	$10,000
TOTALS	**$11,000**	**-**	**-**	**$1,400**	**$89,800**	**$102,200**

3. Property Space Use and Observed Areas

Unit Allocation

All 0.21 acres of the property are occupied by the City of Montebello/Parks, Recreation, and Community Services. The space is a public park.

Areas Observed

The site within the property boundaries was observed in order to gain a clear understanding of the property's overall condition.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of “areas of public accommodations” and “public facilities” on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas’s undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

The facility was significantly renovated in 2012. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

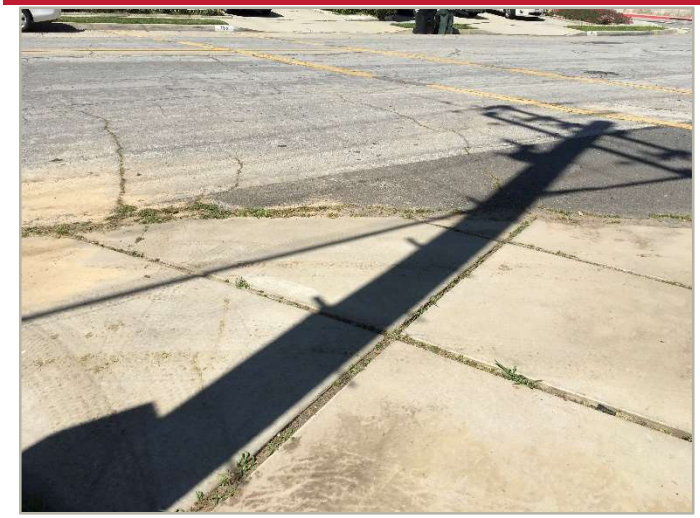
An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	NA	NA	NA
Exterior Path of Travel	☒	☐	☐
Interior Path of Travel	NA	NA	NA
Public Use Restrooms	NA	NA	NA
Elevators	NA	NA	NA
Kitchens/Kitchenettes	NA	NA	NA

Campus Accessibility: Photographic Overview



Main entrance from street



Main entrance walkway to park



Inaccessible site stairs to main park area



Main park area

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed, or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Northridge Mini Park, 140 East Arroyo Drive, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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Reviewed by:



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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	NORTHRIDGE MINI PARK



2	MAIN PARK AREA



3	PARK BENCH



4	PICNIC TABLE



5	PARK GRILL



6	TRASH RECEPTACLE



7	LANDSCAPING



8	LANDSCAPING



9	IRRIGATION SYSTEM



10	CONCRETE SIDEWALK, STAIRS, AND RETAINING WALL



11	MISSING JOINT CAULKING IN CONCRETE SIDEWALK



12	CONCRETE SIDEWALK TRIPPING HAZARD

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-014.354	Northridge Mini Park City of Montebello
Source	**On-Site Date**
Google Earth	April 23, 2020

Appendix C:
Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | Northridge Mini Park (.21 acres)

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Pavement						
G2031	Site	Failed	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	10 SF	0	1822071
G2031	Site	Failed	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	10 SF	0	1822069
G2031	Site	Poor	Pedestrian Pavement, sectional sidewalk repairs per man-day, Repair	1	0	1822072
Site Development						
G2045	Site	Fair	Site Furnishings, Park Bench, Metal/Wood/Plastic	1	12	1822070
G2045	Site	Fair	Park Grill (Barbeque)	1	8	1822076
G2045	Site	Good	Site Furnishings, Picnic Table, Plastic-Coated Metal	1	17	1822074
G2045	Site	Good	Site Furnishings, Trash Receptacle, Fixed Concrete	1	20	1822073
Landscaping						
G2057	Site	Good	Irrigation System	10,300 SF	17	1822075
Accessibility						
Z105X	Site	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1833287

Appendix E:
Replacement Reserves

Replacement Reserves Report

Northridge Mini Park (.21 acres)

6/5/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Northridge Mini Park (.21 acres)	$11,092	$0	$0	$0	$0	$0	$0	$0	$1,415	$0	$0	$0	$877	$0	$0	$0	$0	$82,918	$0	$0	$6,048	**$102,349**
Grand Total	**$11,092**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,415**	**$0**	**$0**	**$0**	**$877**	**$0**	**$0**	**$0**	**$0**	**$82,918**	**$0**	**$0**	**$6,048**	**$102,349**

Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
G2031	1822071	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	50	0	10	SF	$24.60	$246	$246																					**$246**
G2031	1822069	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	50	0	10	SF	$24.60	$246	$246																					**$246**
G2031	1822072	Pedestrian Pavement, sectional sidewalk repairs per man-day, Repair	0	0	0	1	EA	$553.39	$553	$553																					**$553**
G2045	1822076	Park Grill (Barbeque), Replace	15	7	8	1	EA	$1,116.62	$1,117									$1,117													**$1,117**
G2045	1822070	Site Furnishings, Park Bench, Metal/Wood/Plastic, Replace	20	8	12	1	EA	$614.88	$615													$615									**$615**
G2045	1822074	Site Furnishings, Picnic Table, Plastic-Coated Metal, Replace	25	8	17	1	EA	$1,875.38	$1,875																		$1,875				**$1,875**
G2045	1822073	Site Furnishings, Trash Receptacle, Fixed Concrete, Replace	30	10	20	1	EA	$3,348.90	$3,349																					$3,349	**$3,349**
G2057	1822075	Irrigation System, , Replace	25	8	17	10300	SF	$4.69	$48,291																		$48,291				**$48,291**
Z105X	1833287	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																					**$10,047**
Totals, Unescalated										**$11,092**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,117**	**$0**	**$0**	**$0**	**$615**	**$0**	**$0**	**$0**	**$0**	**$50,167**	**$0**	**$0**	**$3,349**	**$66,339**
Totals, Escalated (3.0% inflation, compounded annually)										**$11,092**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,415**	**$0**	**$0**	**$0**	**$877**	**$0**	**$0**	**$0**	**$0**	**$82,918**	**$0**	**$0**	**$6,048**	**$102,349**

* Markup/LocationFactor (1.098) has been included in unit costs. Markup includes a 10% Internal Program Management, and 12% Design factors applied to the location adjusted unit cost.

Appendix F:
Equipment Inventory List

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SECTION IV-L
Transportation Facility

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Transportation Facility
400 South Taylor Avenue
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-020.354

DATE OF REPORT:
July 14, 2020

ON SITE DATE:
May 12, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Transit facility offices, parking structure, warehouse, and maintenance shop
Main Address	400 South Taylor Avenue, Montebello, California 90640
Site Developed	1996
Site Area	6 acres
Parking Spaces	Building 311 parking lot: 32 total spaces in an open lot; 1 of which is accessible Administration Building parking lot: 9 total spaces in an open lot; 2 of which are accessible Upper Parking Structure: 52 Bus parking stalls & 18 Standard stalls Lower Parking Structure: 124 parking stalls (Some stalls are fenced off and used for storage)
Building Area	Administration Office: 15,000 SF Maintenance Building, Warehouse and Shop: 42,300 SF Fuel Station and Bus Wash: 8,000 SF Parking Structure: 164,000 SF
Number of Stories	2- Main Office Building and Shop 1- Building 311, Warehouse and Maintenance shop 1- Fuel Station and Bus wash
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 12, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Antonio Montanez
Assessment and Report Prepared By	Mouaz Alrayes
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The buildings were originally constructed in 1996.

Architectural

The Administration Building is a steel frame structure on a concrete slab floor with concrete topped metal decks. The building has been renovated in the recent years and is in a good to fair over all condition.

The Warehouse and Maintenance Shop have tilt-up concrete bearing walls and a metal deck roof.

The Fueling Station and Bus Wash Building has load bearing CMU walls with steel frame and metal deck roofs.

The exterior enclosures consist of painted stucco and painted concrete. The Administration Building has metal siding with aluminum windows and steel entry doors with steel service roll-up service doors. Roofs are flat and sloped modified bitumen membrane.

In general, the structures appear to be sound, however minor cracks were observed on the maintenance shop's tilt up concrete walls on the south elevation.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The majority of the MEPF systems and components are original to the 1996 construction with some HVAC components dating to 2012.

Heating and cooling at the Administration Building, Warehouse & Maintenance Shop is provided by rooftop package units and individual heat pumps units.

Heating and cooling at Building 311 is provided by a central system with a boiler, air handling unit and a remote chiller located on the roof.

Heating in the Maintenance Shop is provided by electric unit heaters and infrared electric tubes. No cooling is provided in the maintenance shop.

Heating and cooling at the Fueling Station office is provide by a duct-less split system.

The plumbing piping system throughout the site is original and will need replacement during the assessment period. Hot water is provided by multiple gas and electric domestic water heaters.

The fire alarm and suppression systems appear to be in fair condition. Typical lifecycle replacements and ongoing maintenance will be required.

One elevator provides access to the Administration Building's second floor.

Site

In general, the site has been fairly maintained. The asphalt paved parking areas and drive aisles are in fair to poor condition and require sealing and striping. throughout the site there are areas with damaged concrete pavement. The site lighting is aged, and it is recommended that the system be upgraded to LED fixtures to improve energy efficiency.

Recommended Additional Studies

Possible structural issues and cracks were noticed on the south elevation tilt up concrete walls. A professional consultant must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. Due to the ambiguity of the required repair scope at the time of this assessment, the cost for any possible subsequent repairs is not included.

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

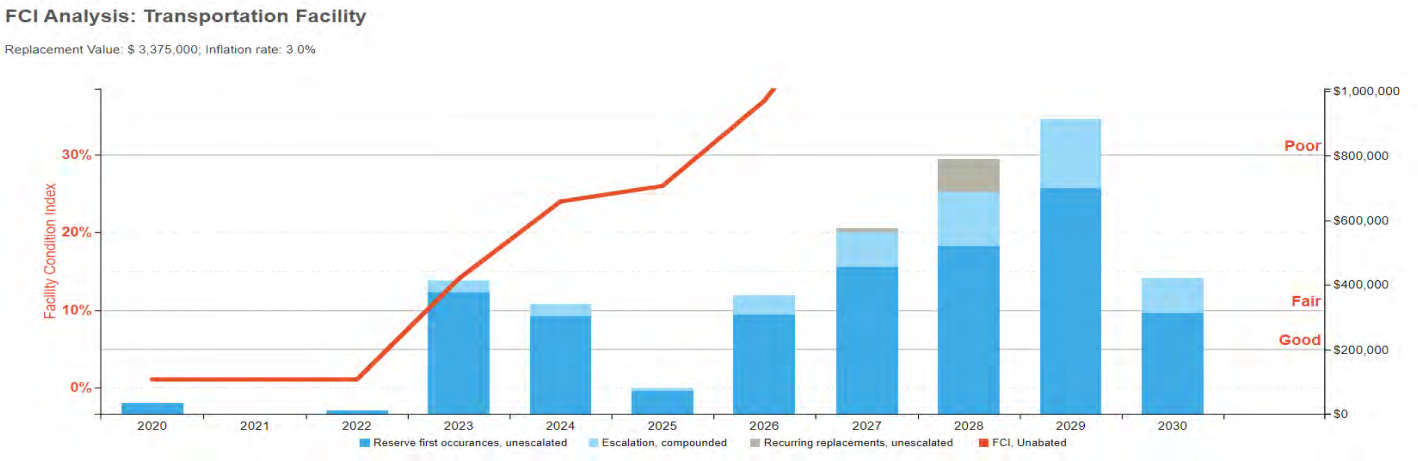
The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Transportation Facility	$225	15,000	$3,375,000	1.1%	1.4%	23.6%	100.4%
Transportation Facility / Fueling Station & Bus Wash Building	$312	8,000	$2,496,000	0.0%	0.0%	0.7%	3.4%
Transportation Facility / Parking Structure	$235	164,000	$38,540,000	0.0%	0.0%	0.3%	0.3%

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



Immediate Needs

Facility/Building	Total Items	Total Cost
Transportation Facility	4	$35,766
Total	**4**	**$35,766**

Transportation Facility

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1832591	Transportation Facility / Site	G2020	Parking Lots, Concrete Pavement, Repair	Poor	Performance/Integrity	$1,607
1835234	Transportation Facility / Site	Y1090	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
1832633	Transportation Facility / Parking Structure	G2020	Parking Lots, Concrete Pavement, Repair	Poor	Performance/Integrity	$10,716
1832662	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	P2030	Engineer, Structural, Superstructure, Evaluate/Report	Poor	Performance/Integrity	$13,396
Total (4 items)						**$35,766**

Key Findings



Parking Lots in Poor condition.

Concrete Pavement
Parking Structure Parking Structure Bus Parking

Uniformat Code: G2021
Recommendation: **Repair in 2020**

Priority Score: **84.9**

Plan Type: Performance/Integrity

Cost Estimate: $10,700

**$$**$$

Some areas on the south elevation has broken and damaged concrete pavement. - AssetCALC ID: 1832633



Parking Lots in Poor condition.

Concrete Pavement
Site Maintenance Shop Exterior

Uniformat Code: G2021
Recommendation: **Repair in 2020**

Priority Score: **84.9**

Plan Type: Performance/Integrity

Cost Estimate: $1,600

**$**$$$

Cracked and damaged pavement. - AssetCALC ID: 1832591



Recommended Follow-up Study: Structural, Superstructure

Structural, Superstructure
Administration Building, Warehouse & Maintenance Shop Warehouse

Uniformat Code: P2032
Recommendation: **Evaluate/Report in 2020**

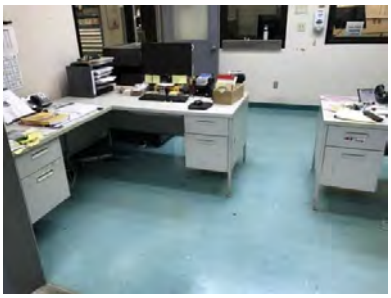
Priority Score: **81.9**

Plan Type: Performance/Integrity

Cost Estimate: $13,400

**$$**$$

Minor cracks at the exterior tilt up concrete walls on the warehouse and shop south elevation. - AssetCALC ID: 1832662



Interior Floor Finish in Fair condition.

Vinyl Tile (VCT)
Administration Building, Warehouse & Maintenance Shop Warehouse

Uniformat Code: C2035
Recommendation: **Replace in 2025**

Priority Score: **54.5**

Plan Type: Modernization/Adaptation

Cost Estimate: $2,400

$$$$

- AssetCALC ID: 1832699

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Descriptions

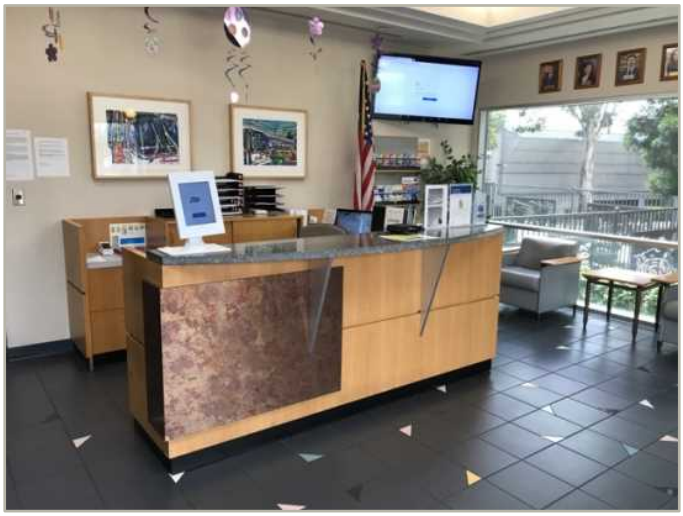
Plan Type Distribution (by Cost)



10-YEAR TOTAL: $3,952,900

2. Administration Building, Warehou and Maintenance Shop





Administration Building, Warehouse & Maintenance Shop: Systems Summary		
Address	400 S. Taylor Avenue, Montebello	
Constructed/Renovated	1996	
Building Size	57,300 SF	
Number of Stories	2 At the Main Office Building and Shop 1 At Building 311, Warehouse and Maintenance shop	
System	*Description*	*Condition*
Structure	Administration Building: Steel frame with concrete-topped metal decks Warehouse & Maintenance Shop: Concrete tilt-up bearing walls with concrete-topped metal decks	Good
Façade	Painted Concrete with aluminum windows and metal siding at section of the main Administration office building	Fair
Roof	Flat construction with modified bituminous finish at most roofs with a shed type roof with modified bituminous finish above section of the warehouse and a metal walkway/breezeway roof	Fair
Interiors	Walls: Painted gypsum board, ceramic tiles Floors: VCT, Concrete, carpet, ceramic tiles, elastomeric coating Ceilings: Exposed, Painted gypsum board, ACT	Fair
Elevators	Hydraulic: 1 car (Administration Building)	Fair
Plumbing	Copper supply and cast iron waste & venting Gas & Electric water heater Toilets, urinals, and sinks in all restrooms	Fair

Administration Building, Warehouse and Maintenance Shop: Systems Summary		
HVAC	Central system with boiler, remote chiller & air handler at the building along the east elevation. Individual package units & heat pumps, evaporative coolers Supplemental components: ductless split-systems & hydronic and electric unit's heaters, infrared heater, exhaust fans and air supply fans	Fair
Fire Suppression	Wet-pipe sprinkler system at the main administration office and parts of the warehouse. Fire extinguishers at the remaining of the buildings.	Fair
Electrical	Source & Distribution: Main switchboards with copper wiring Interior Lighting: T-8, LED, CFL Emergency: Diesel generator	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	Maintenance shop fume exhaust, security surveillance system and drinking fountains.	Fair
Accessibility	Potential moderate issues have been identified at this property and a detailed accessibility study is recommended specially to address issues with parking and exterior access routes.	
Key Issues and Findings	Cracks on south tilt up concrete walls.	

Administration Building, Warehouse and Maintenance Shop: Systems Summary: Systems Expenditure Forecast

System Expenditure Forecast

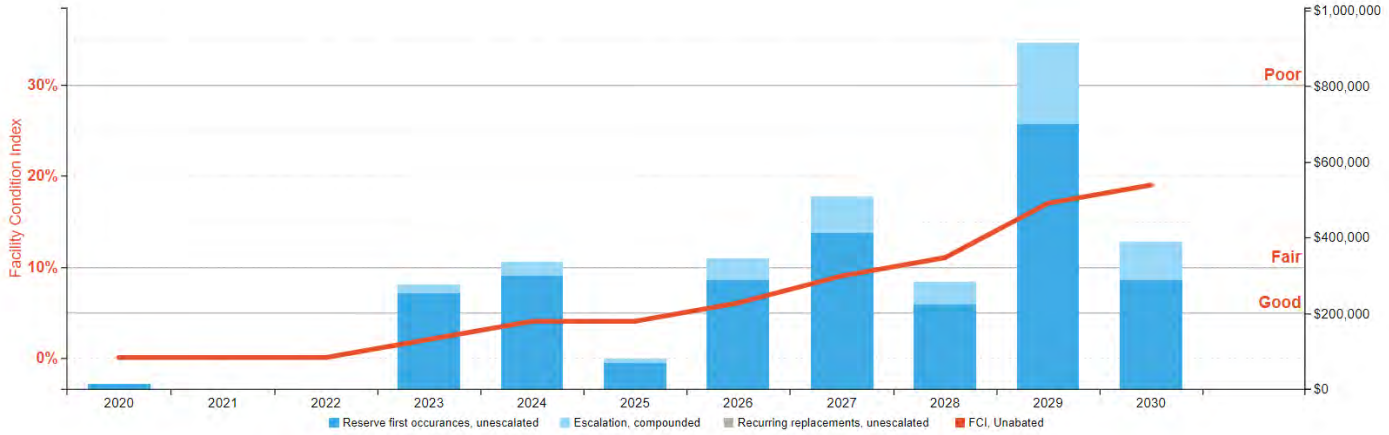
System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	$344,200	$425,500	$769,700
Roofing	-	-	-	$856,700	$89,500	$946,100
Interiors	-	-	$31,400	$391,700	$857,500	$1,280,500
Elevators	-	-	-	$14,800	$118,300	$133,100
Plumbing	-	-	$2,800	$51,900	$287,400	$342,100
HVAC	-	-	$325,000	$175,200	$452,200	$952,300
Electrical	-	-	$173,300	$256,600	$1,850,500	$2,280,300
Equipment/Special	-	-	-	$11,100	$51,400	$62,400
Site	-	-	$40,100	-	-	$40,100
Electronic Safety & Security	-	-	$122,500	$336,100	$3,900	$462,400
Fire Protection	-	-	-	-	$47,000	$47,000
Follow-up Studies	$13,400	-	-	-	-	$13,400
TOTALS	**$13,400**	**-**	**$695,100**	**$2,438,400**	**$4,183,200**	**$7,329,400**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Transportation Facility Administration Building, Warehouse & Maintenance Shop

Replacement Value: $ 16,445,100; Inflation rate: 3.0%



3. Fueling Station and Bus Wash Building





Fueling Station and Bus Wash Building: Systems Summary		
Address	400 South Taylor Avenue, Montebello	
Constructed/Renovated	1996	
Building Size	8,000 SF	
Number of Stories	1	
System	*Description*	*Condition*
Structure	Masonry bearing walls with concrete-topped metal decks	Good
Façade	Painted Concrete s	Fair
Roof	Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted CMU Floors: Unfinished Ceilings: ACT, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast-iron waste & venting Electric water heater Sink	Fair
HVAC	Ductless Split System and exhaust fans	Fair

Fueling Station and Bus Wash Building: Systems Summary		
Fire Suppression	Sprinkler System, Hydrants, smoke detectors, alarms, strobes, pull stations, and exit signs	--
Electrical	Source and Distribution: Main Panels with copper wiring Interior Lighting: T-8, LED, HPS Emergency: None	Fair
Fire Alarm	Smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	Car Wash and fuel Pumps	Fair
Accessibility	N/A	
Key Issues and Findings	None	

Fueling Station and Bus Wash Building: Systems Expenditure Forecast

System Expenditure Forecast

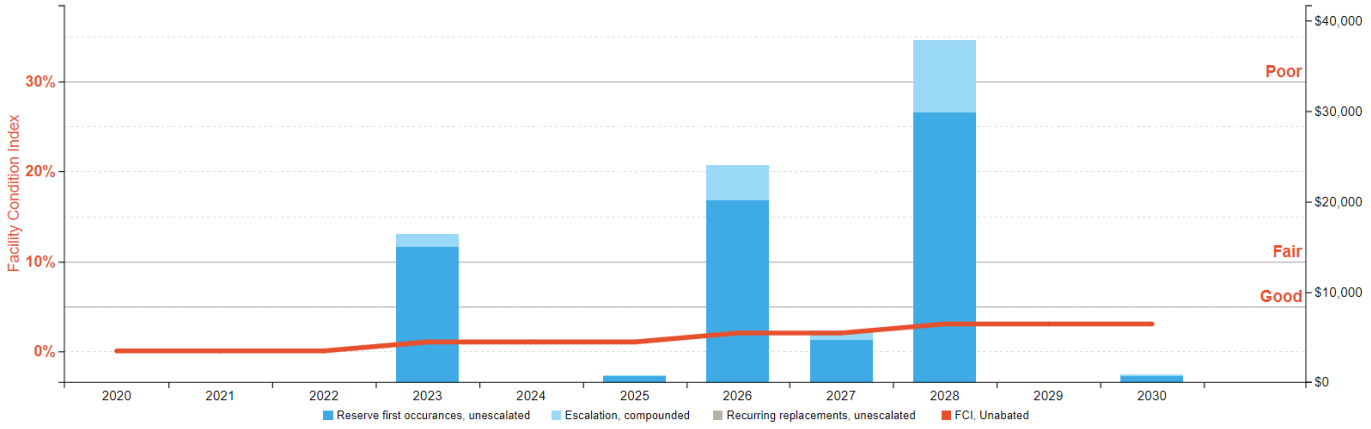
System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	-	$5,200	$5,200
Roofing	-	-	-	-	$152,800	$152,800
Interiors	-	-	$800	-	-	$800
Plumbing	-	-	-	$1,000	$273,700	$274,600
HVAC	-	-	-	$5,800	$28,800	$34,600
Electrical	-	-	$16,400	$24,000	$400,500	$440,900
Equipment/Special	-	-	-	-	$5,800	$5,800
Site	-	-	-	$37,900	$41,400	$79,200
Fire Protection	-	-	-	-	$10,700	$10,700
TOTALS	-	-	**$17,200**	**$68,700**	**$918,900**	**$1,004,600**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

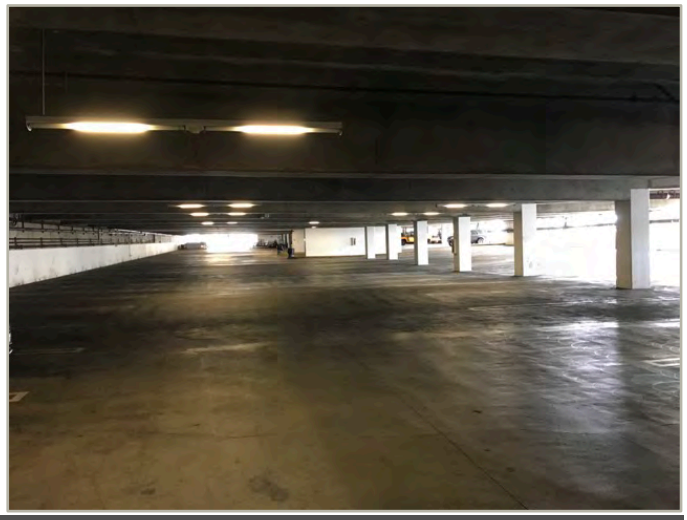
FCI Analysis: Transportation Facility Fueling Station & Bus Wash Building

Replacement Value: $ 2,496,000; Inflation rate: 3.0%



4. Parking Structure





Parking Structure: Systems Summary

Address	400 South Taylor Avenue, Montebello	
Constructed/Renovated	1996	
Building Size	164,000 SF	
Number of Stories	2	
System	*Description*	*Condition*
Structure	Cast-in Place concrete columns and upper deck slab	Good
Façade	Unfinished Concrete	Fair
Roof	None	--
Interiors	Walls: Unfinished Floors: Unfinished Ceilings: Unfinished	Fair
Elevators	None	--
Plumbing	None	--
HVAC	None	--
Fire Suppression	Sprinkler System, Hydrants, smoke detectors, alarms, strobes, pull stations, and exit signs	--

Parking Structure: Systems Summary		
Electrical	Source and Distribution: Main Panels with copper wiring Interior Lighting: T-8, HPS Emergency: None	Fair
Fire Alarm	Fire sprinklers, hydrants, smoke detectors, alarms, strobes, pull stations, and exit signs	Fair
Equipment/Special	None	Fair
Accessibility	N/A	
Key Issues and Findings	A small portion of concrete in the upper parking lot is damaged and will require repair	

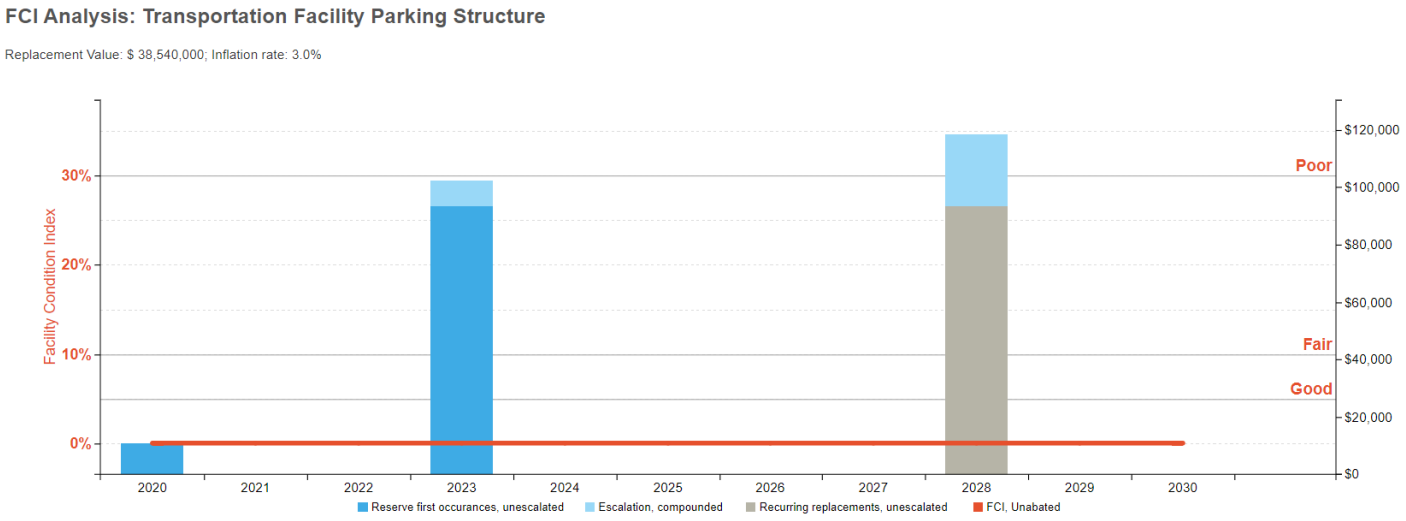
Parking Structure: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	-	-	-	$17,200	$17,200
Electrical	-	-	-	-	[illegible]	$5,149,500
Site	$10,800	-	$102,300	$118,600	$296,700	$528,200
Fire Protection	-	-	-	-	$513,400	$513,400
TOTALS	**$10,800**	**-**	**$102,300**	**$118,600**	**$5,976,800**	**$6,208,300**

The orange line in the graph below forecasts what would happen to the FCI (left axis) over time, assuming zero capital expenditures. The capital expenditures for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



5. Site Summary





Site Information		
Lot Size	6 acres (estimated)	
Parking Spaces	30 total spaces all in open lots; 1 of which are accessible	
System	*Description*	*Condition*
Pavement/Flatwork	At Building 311: 31 total spaces in an open lot; 1 of which is accessible Bus Parking (Parking Structure upper Level): 42 Bus parking Stall Lower Parking Structure: 130 Parking Stall (Some stalls are fenced off and used as storage area)	Fair
Site Development	Wrought iron and CMU fencing and a flag pole	Fair
Landscaping and Topography	Minor landscaping features No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: HPS Building-mounted: HPS, CFL	Fair
Ancillary Structures	Vehicle Storage Shed	Fair
Accessibility	Potential moderate issues have been identified associated with the site areas and a detailed accessibility study is recommended. See Appendix C	
Key Issues and Findings	N/A	

Site: Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-2 yr)	Near Term (3-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Electrical	-	-	$5,200	$203,700	-	$208,800
Site	$1,700	$12,500	$17,700	$151,400	$83,200	$286,200
Electronic Safety & Security	-	-	-	$47,700	-	$47,700
Accessibility	$10,100	-	-	-	-	$10,100
TOTALS	**$11,800**	**$12,500**	**$22,900**	**$442,800**	**$63,200**	**$552,800**

6. Property Space Use and Observed Areas

Unit Allocation

All 6 acres of the property are occupied by the City of Montebello transit. The spaces are mostly administration offices, Maintenance Shops, Warehouse, and bus wash/fuel Station with supporting restrooms building and gym.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

Key Spaces Not Observed

- All key areas of the property were accessible and observed.

7. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☒	☐
Exterior Path of Travel	☐	☒	☐
Parking Lots	☐	☒	☐
Interior Path of Travel	☐	☐	☒

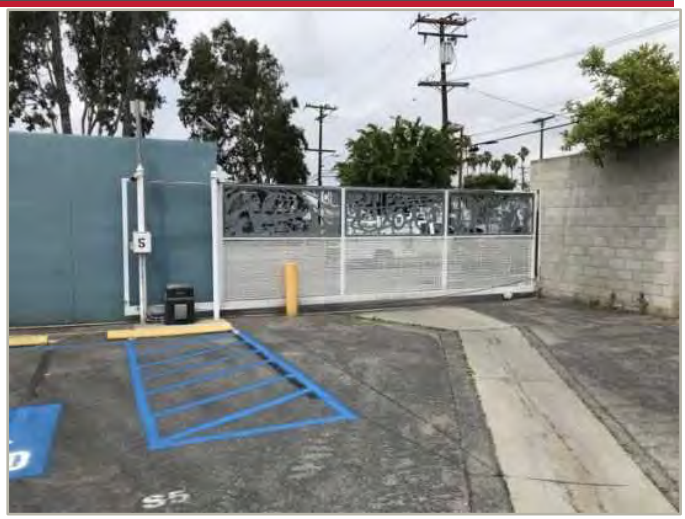
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Restrooms	☐	☐	☒
Elevators	☐	☐	☒

Campus Accessibility: Photographic Overview



Parking Lot



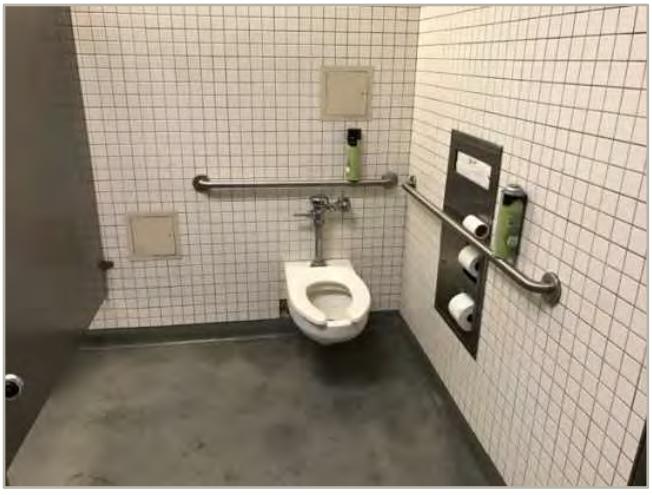
Parking Lot



Parking Lot



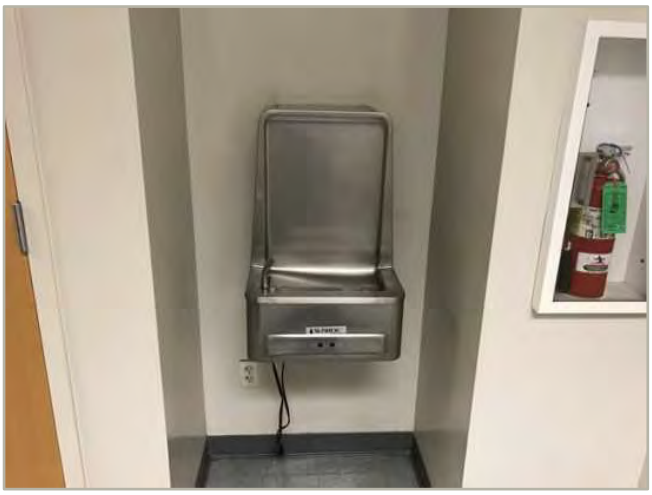
Parking Lot



Typical Restroom



Typical Restroom



Drinking Fountain



Elevator Cab

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few door knobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few door knobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

8. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

9. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

10. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Transporation Facility, 400 South Taylor Avenue, Montebello California 90640, the “Property”. It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.
The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager’s walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property’s original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient’s sole risk, without liability to Bureau Veritas.

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Reviewed by: 

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Program Manager
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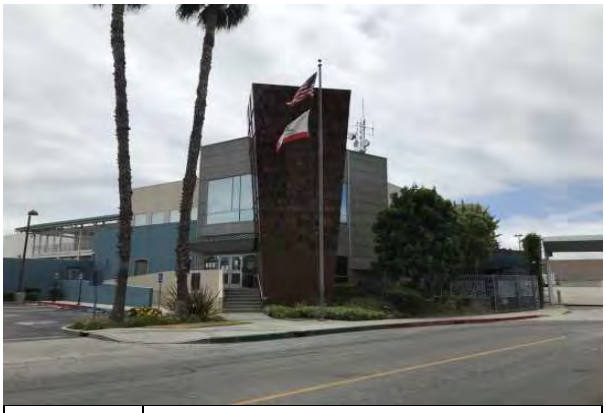
11. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	COVER PHOTO



2	ADMINISTRATION OFFICE FRONT ELEVATION



3	ADMINISTRATION OFFICE RIGHT ELEVATION



4	ADMINISTRATION OFFICE LEFT ELEVATION



5	ADMINISTRATION OFFICE REAR ELEVATION



6	BUILDING 311 FRONT ELEVATION



7	BUILDING 311 RIGHT ELEVATION



8	BUILDING 311 LEFT ELEVATION



9	COMMUNICATION BUILDING EXTERIOR



10	MAINTENANCE SHOP EXTERIOR



11	MAINTENANCE SHOP EXTERIOR



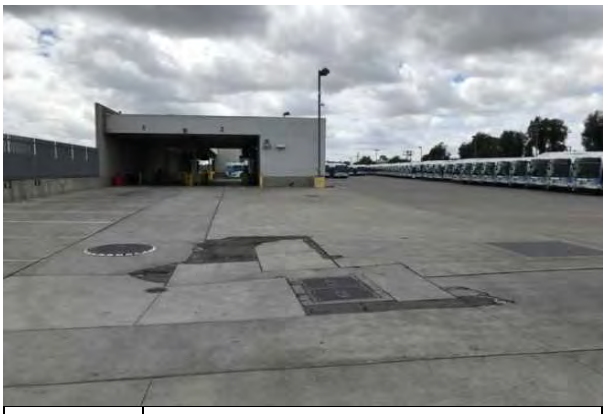
12	WAREHOUSE EXTERIOR



13	STORAGE SHED STRUCTURE



14	FUEL BUILDING/BUS WASH



15	FUEL BUILDING/BUS WASH



16	FUEL BUILDING/BUS WASH



17	GARAGE EXTERIOR



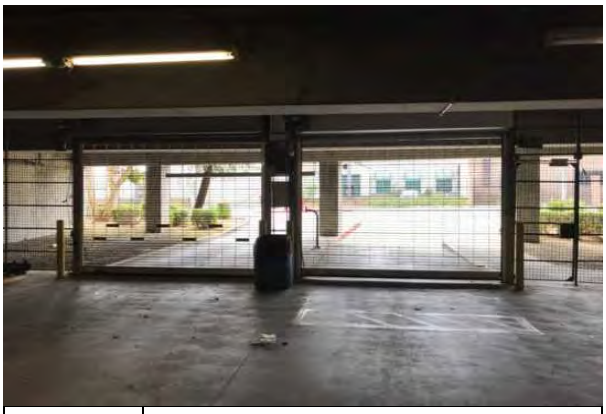
18	GARAGE\BUS PARKING GATE



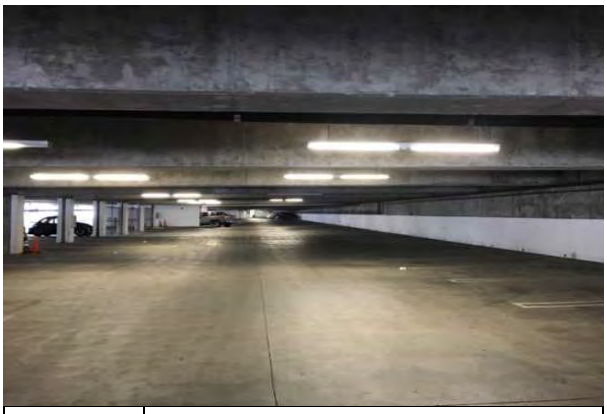
19	BUS PARKING\ PARKING STRUCTURE UPPER LEVEL



20	BUS PARKING\ PARKING STRUCTURE UPPER LEVEL



21	PARKING STRUCTURE LOWER LEVEL GATES



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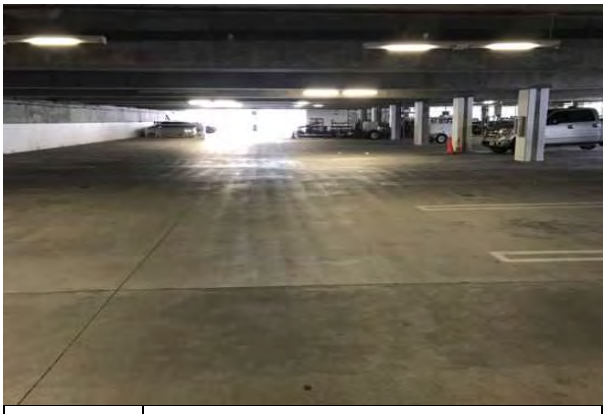


23	PARKING STRUCTURE LOWER LEVEL



24	FRONT PARKING LOT



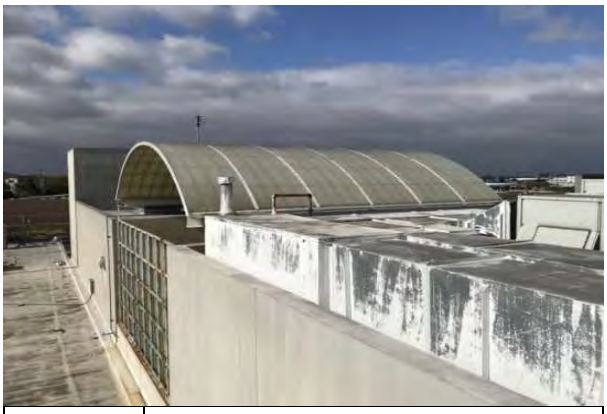
25	BUILDING 311 PARKING LOT



26	BUILDING 311 PARKING LOT-EAST ELEVATION GATE



27	ROOF



28	ROOF



29	ROOF SKYLIGHT



30	ROOF, METAL



31	PACKAGED UNIT (RTU)



32	PACKAGED UNIT (RTU)



33	CONDENSING UNIT\REMOTE CHILLER



34	PACKAGED HEAT PUMP



35	HVAC BOILER (BUILDING 311)



36	AIR HANDLER (AHU) - (BUILDING 311)



37	ADMINISTRATION OFFICE BUILDING WATER HEATER



38	SHOP- INSTANT WATER HEATER



39	BUILDING 311 WATER HEATER



40	WAREHOUSE WATER HEATER



41	MAIN SWITCHBOARD (MAINTENANCE SHOP)



42	MOTOR CONTROL CENTER



43	EMERGENCY GENERATOR



44	AUTOMATIC TRANSFER SWITCH (ATS)



45	FIRE ALARM CONTROL PANEL



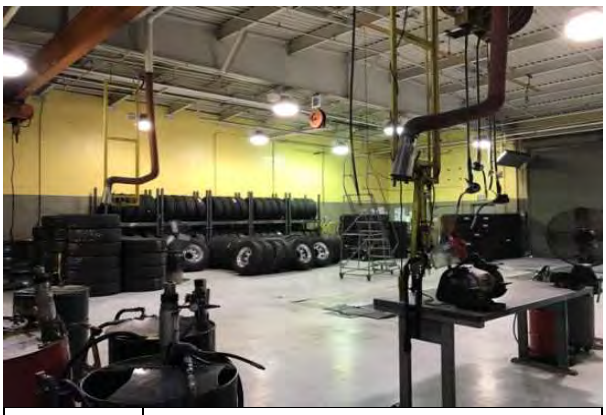
46	ANNUNCIATION ALARM PANEL



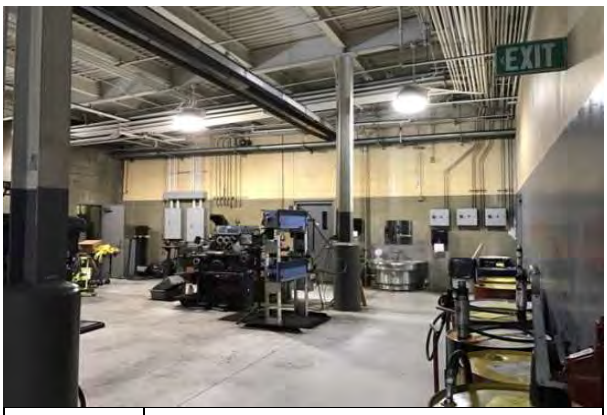
47	ELEVATOR CAB-MAIN OFFICE BUILDING



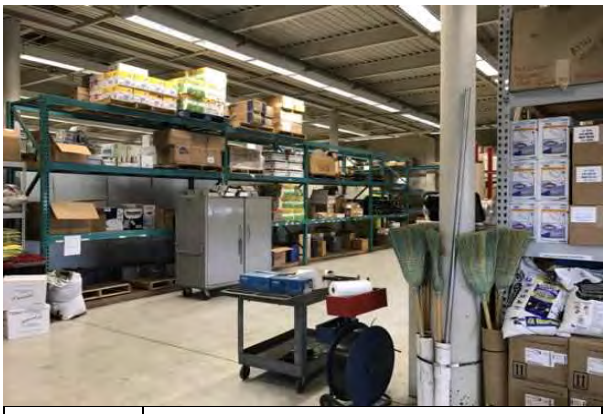
48	ELEVATOR, HYDRAULIC



49	MAINTENANCE SHOP



50	MAINTENANCE SHOP



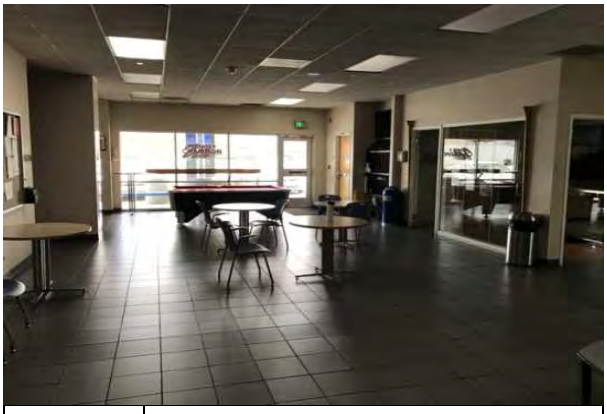
51	WAREHOUSE



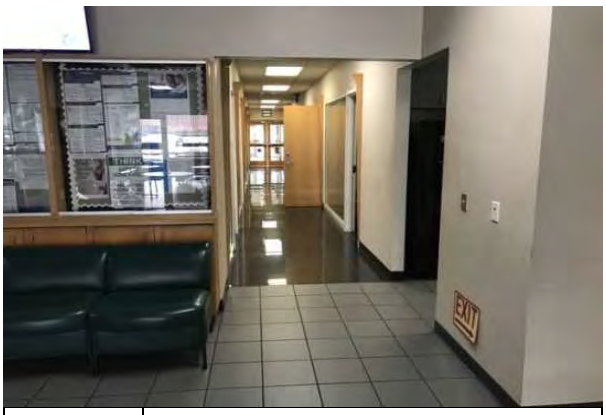
52	WAREHOUSE



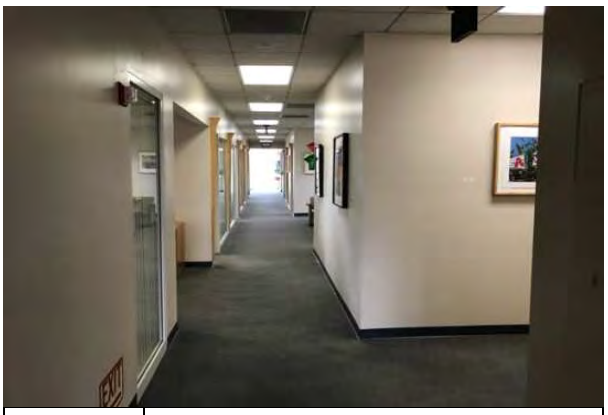
53	ADMINISTRATION OFFICE-RECEPTION



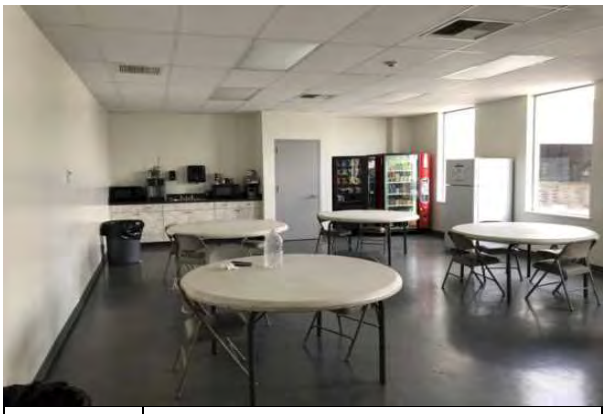
54	ADMINISTRATION OFFICE



55	ADMINISTRATION OFFICE



56	ADMINISTRATION OFFICE



57	BUILDING 311 BREAK ROOM



58	SHOP BREAK ROOM



59	TYPICAL RESTROOM



60	TYPICAL RESTROOM

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-020.354	Transportation Facility
Source	**On-Site Date**
Google	May 12, 2020

N

Appendix C:
Pre - Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2010	All Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	23,800 SF	7	1832509
B2010	Office Building exterior	Fair	Exterior Wall, Aluminum\Metal Siding, 1-2 Stories	1,400 SF	25	1832649
B2010	Office Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	8,600 SF	7	1832613
B2020	Building 311	Fair	Window, 24 SF	14	6	1832722
B2020	Building 311 Entrance	Fair	Storefront, Metal-Framed 3' x 7' Swinging Door Only	1	6	1832716
B2020	Building 311 Entrance	Fair	Storefront, Metal-Framed 3' x 7' Swinging Door Only	1	6	1832675
B2020	Building 311	Fair	Window, Aluminum Double-Glazed 12 SF, 1-2 Stories	2	6	1832505
B2020	Building 311 Entrance	Fair	Storefront, Metal-Framed 3' x 7' Swinging Door Only	1	6	1832693
B2020	Main Office Building	Fair	Window, 24 SF	5	6	1832660
B2020	Building 311 Entrance	Fair	Storefront, Metal-Framed Windows w/out Door(s)	180 SF	6	1832514
B2020	Building 311 Entrance	Fair	Storefront, Metal-Framed 3' x 7' Swinging Door Only	1	6	1832684
B2020	Maintenance Shop	Fair	Window, 24 SF	9	6	1832665
B2020	Building 311 Entrance	Fair	Storefront, Metal-Framed 3' x 7' Swinging Door Only	1	6	1832714
B2020	Main Office Building	Fair	Window, 12 SF	36	6	1832639
B2020	Warehouse	Fair	Window, 12 SF	4	15	1832711
B2050	Maintenance Shop	Fair	Exterior Door, Steel	5	16	1832619
B2050	Maintenance Shop	Fair	Overhead/Dock Door, 288 SF	5	10	1832494
B2050	Body Shop	Fair	Overhead/Dock Door, 144 SF	2	16	1832512
B2050	Warehouse	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	1	10	1832506
B2050	Main Office Building	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	1	10	1832650
B2050	Communication Building	Fair	Overhead/Dock Door, 144 SF	1	13	1832717
B2050	311 Building Warehouse	Fair	Overhead/Dock Door, 144 SF	1	15	1832556
B2050	Maintenance Shop	Fair	Overhead/Dock Door, 288 SF	1	11	1832643
B2050	Communication Building	Fair	Exterior Door, Steel	1	16	1832527
B2050	Main Office Building	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	2	15	1832653
B2050	Communication Building	Fair	Overhead/Dock Door, 144 SF	1	13	1832497
B2050	Main Office Building-2nd Floor	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	2	6	1832715
B2050	Maintenance Shop	Fair	Overhead/Dock Door, 144 SF	8	15	1832697
B2050	Building 311	Fair	Exterior Door, Steel	7	16	1832718
B2050	Warehouse	Fair	Overhead/Dock Door, 144 SF	2	6	1832575
Roofing						
B3010	Walkway & Entrance Metal Roofs	Fair	Roof, Metal	3,200 SF	16	1832523
B3010	Roof-Communication/WH Building	Fair	Roof, Modified Bituminous	9,200 SF	9	1832614
B3010	Shed	Fair	Roof, Modified Bituminous	8,500 SF	10	1832520
B3010	Roof-Maintenance Shop/Offices	Fair	Roof, Modified Bituminous	3,000 SF	9	1832533
B3010	Roof-Maintenance Shop/311 WH	Fair	Roof, Modified Bituminous	12,800 SF	9	1832569
B3010	Main Office Roof	Fair	Roof, Modified Bituminous	6,200 SF	9	1832563
B3010	Roof-311 Offices	Fair	Roof, Modified Bituminous	5,500 SF	10	1832541
B3060	Roof-Maintenance Shop/311 WH	Fair	Roof Skylight, per unit (9-20 SF)	2	6	1832676
B3060	Main Office Roof	Fair	Roof Skylight, per SF of glazing	650 SF	8	1832496
Interiors						
C1070	Maintenance Shop 2nd Floor	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	680 SF	7	1832584

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C1070	Maintenance Shop Offices	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	420 SF	15	1832577
C1070	Main Office Building-2nd Floor	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	10,200 SF	18	1832628
C1070	Warehouse	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	360 SF	18	1832701
C1070	Throughout Main Office Building	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	8,800 SF	16	1832593
C1070	Building 311	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	5,500 SF	12	1832725
C1090	Building 311-Lockers	Fair	Toilet Partitions, Metal	4	10	1832679
C1090	Main Office Building-2nd Floor Restrooms	Fair	Toilet Partitions, Metal	3	8	1832610
C1090	Maintenance Shop Restrooms	Fair	Toilet Partitions, Metal	2	15	1832562
C1090	Building 311-Restrooms	Fair	Toilet Partitions, Metal	2	10	1832568
C1090	Main Office Building Restrooms	Fair	Toilet Partitions, Metal	6	10	1832666
C2010	Main Office Building Gym Restroom	Fair	Interior Wall Finish, Ceramic Tile	180 SF	29	1832542
C2010	Building 311	Fair	Interior Wall Finish, any surface, Prep & Paint	12,100 SF	7	1832599
C2010	Maintenance Shop Restrooms	Fair	Interior Wall Finish, Ceramic Tile	620 SF	16	1832632
C2010	Main Office Building	Fair	Interior Wall Finish, any surface, Prep & Paint	26,500 SF	7	1832606
C2010	Main Office Building Restrooms-1st Floor	Fair	Interior Wall Finish, Ceramic Tile	2,100 SF	28	1832664
C2010	Building 311-Lockers	Fair	Interior Wall Finish, Ceramic Tile	860 SF	16	1832499
C2010	Maintenance Shop	Fair	Interior Wall Finish, any surface, Prep & Paint	6,800 SF	6	1832652
C2010	Warehouse	Fair	Interior Wall Finish, any surface, Prep & Paint	12,200 SF	3	1832737
C2010	Maintenance Shop 2nd Floor-Restroom	Fair	Interior Wall Finish, Ceramic Tile	260 SF	20	1832626
C2010	Main Office Building-2nd Floor Restrooms	Fair	Interior Wall Finish, Ceramic Tile	780 SF	18	1832526
C2010	Building 311-Restrooms	Fair	Interior Wall Finish, Ceramic Tile	600 SF	16	1832521
C2030	Building 311-Lockers	Fair	Interior Floor Finish, Ceramic Tile	450 SF	16	1832546
C2030	Warehouse	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	6,800 SF	7	1832500
C2030	Maintenance Shop 2nd Floor-Restroom	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	65 SF	3	1832590
C2030	Main Office Building Gym Restroom	Fair	Interior Floor Finish, Ceramic Tile	60 SF	29	1832530
C2030	Maintenance Shop 2nd Floor	Fair	Interior Floor Finish, Carpet Commercial Standard	210 SF	7	1832525
C2030	Building 311	Fair	Interior Floor Finish, Vinyl Tile (VCT)	4,550 SF	6	1832565
C2030	Main Office Building-Copier Room	Fair	Interior Floor Finish, Vinyl Tile (VCT)	160 SF	9	1832734
C2030	Throughout Main Office Building	Good	Interior Floor Finish, Ceramic Tile	5,600 SF	35	1832627
C2030	Main Office Building Training Room	Fair	Interior Floor Finish, Vinyl Tile (VCT)	140 SF	9	1832535
C2030	Main Office Building Gym	Fair	Interior Floor Finish, Rubber Tile	680 SF	11	1832574
C2030	Building 311-Offices	Fair	Interior Floor Finish, Carpet Commercial Standard	180 SF	7	1832504
C2030	Main Office Building Offices	Fair	Interior Floor Finish, Carpet Commercial Standard	2,100 SF	7	1832592
C2030	Maintenance Shop 2nd Floor	Fair	Interior Floor Finish, Vinyl Tile (VCT)	850 SF	10	1832680
C2030	Main Office Building Restrooms-1st Floor	Fair	Interior Floor Finish, Ceramic Tile	680 SF	18	1832576
C2030	Main Office Building-2nd Floor Restrooms	Fair	Interior Floor Finish, Ceramic Tile	260 SF	18	1832657
C2030	Maintenance Shop Restrooms	Fair	Interior Floor Finish, Vinyl Tile (VCT)	140 SF	5	1832671
C2030	Warehouse	Fair	Interior Floor Finish, Vinyl Tile (VCT)	360 SF	5	1832699
C2030	Building 311-Restrooms	Fair	Interior Floor Finish, Ceramic Tile	150 SF	16	1832585
C2030	Main Office Building-2nd Floor	Fair	Interior Floor Finish, Carpet Commercial Standard	5,200 SF	7	1832667
C2030	Maintenance Shop Offices	Fair	Interior Floor Finish, Vinyl Tile (VCT)	420 SF	6	1832740
C2030	Maintenance Shop Restrooms	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	520 SF	7	1832695
Elevators						
D1010	Main Office Building	Fair	Elevator Cab Finishes, Standard w/ Stainless Steel Doors	1	7	1832712

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D1010	Main Office Building	Fair	Elevator, 25 HP, Renovate	1	16	1832644
Plumbing						
D2010	Main Office Building Gym Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	18	1832549
D2010	Main Office Building Restrooms-1st Floor	Fair	Urinal, GPF	4	18	1832553
D2010	Maintenance Shop Restrooms	Fair	Toilet, GPF	2	18	1832739
D2010	Main Office Building	Fair	Water Heater, 100 GAL	1	8	1832661
D2010	Shop 2nd floor	Fair	Water Heater, Gas, Tankless, 6.5 to 9.5 GPM	1	8	1832589
D2010	Maintenance Shop 2nd Floor-Restroom	Fair	Toilet, GPF	1	16	1832601
D2010	Building 311	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	5,500 SF	16	1833772
D2010	Main Office Building Restrooms-1st Floor	Fair	Toilet, GPF	6	18	1832617
D2010	Main Office Building Gym Restroom	Fair	Urinal, Standard	1	18	1832495
D2010	Maintenance Shop Restrooms	Fair	Urinal, GPF	2	16	1832706
D2010	Building 311 Boiler Room	Good	Water Heater, 50 GAL	1	12	1832705
D2010	Building 311-Lockers	Fair	Toilet, GPF	4	16	1832571
D2010	Building 311-Restrooms	Fair	Toilet, GPF	2	16	1832702
D2010	Main Office Building-2nd Floor Restrooms	Fair	Toilet, GPF	3	18	1832528
D2010	311 Building Warehouse	Fair	Water Heater, Electric, Residential, 30 to 52 GAL	1	9	1832710
D2010	Main Office Building Gym Restroom	Fair	Toilet, Commercial Water Closet	1	19	1832583
D2010	Building 311-Lockers	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	4	16	1832713
D2010	Maintenance Shop 2nd Floor	Fair	Drinking Fountain, Floor-Mounted, Interior Basic	1	6	1832692
D2010	Main Office Building-2nd Floor Restrooms	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	4	18	1832547
D2010	Main Office Building-2nd Floor Restrooms	Fair	Urinal, GPF	1	18	1832721
D2010	Main Office Building Restrooms-1st Floor	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	7	18	1832611
D2010	Building 311-Restrooms	Fair	Urinal, GPF	1	16	1832700
D2010	Maintenance Shop 2nd Floor-Restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	16	1832727
D2010	Building 311-Restrooms	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	11	1832730
D2010	Main Office Building	Fair	Drinking Fountain, Floor-Mounted, Interior Basic	2	5	1832621
D2010	Building 311-Lockers	Fair	Urinal, GPF	2	16	1832735
D2010	Main Office Building	Fair	Plumbing System, Supply & Sanitary, Medium Density (INCL fixtures)	15,000 SF	23	1833771
D2010	Building 311 Boiler Room	Fair	Domestic Circulation/Booster Pump, 3 HP	1	7	1832560
D2010	Maintenance Shop Restrooms	Fair	Sink/Lavatory, Pedestal, Vitreous China	1	15	1832638
D2010	Maintenance Shop 2nd Floor-Restroom	Fair	Urinal, GPF	1	16	1832743
HVAC						
D3020	Building 311 Boiler Room	Fair	Boiler, 670 MBH	1	18	1832618
D3020	Maintenance Shop	Fair	Unit Heater, 6 kW	8	15	1832538
D3020	Maintenance Shop	Fair	Infrared Heater, 80 MBH	8	3	1832742
D3020	Building 311-Lockers	Fair	Unit Heater, Hydronic, 12 MBH	1	3	1832623
D3020	Building 311 Boiler Room	Fair	Expansion Tank, 100 GAL	1	16	1832612
D3030	Roof-Maintenance Shop/311 WH	Fair	Condensing Unit/Heat Pump, 3 TON	1	3	1832545
D3030	Roof-Communication/WH Building	Fair	Packaged Heat Pump, 5 TON	1	8	1832534
D3030	Roof-311 Offices	Fair	Condensing Unit/Remote Chiller, 20 TON	1	3	1832532
D3030	Main Office Roof	Fair	Condensing Unit/Heat Pump, 3 TON	1	4	1832603
D3030	Main Office Building Observation Deck	Fair	Air Conditioner, Window/Thru-Wall, 1 Ton	1	6	1832641
D3030	Roof-Communication/WH Building	Fair	Packaged Heat Pump, 5 TON	1	8	1832682

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D3030	Roof-Communication/WH Building	Fair	packaged Heat Pump, 5 TON	1	8	1832595
D3030	Roof-Maintenance Shop/Offices	Fair	Evaporative Cooler, 18,000 CFM, 2 to 3 HP	1	3	1832580
D3030	Communication Room	Fair	Air Conditioner, Window/Thru-Wall, 1 Ton	1	7	1832696
D3030	Main Office Roof-Elevator Room	Fair	Air Conditioner, Window/Thru-Wall, 1 Ton	1	4	1832602
D3030	Communication Room	Fair	Air Conditioner, Window/Thru-Wall, 1 Ton	1	7	1832694
D3030	Roof-Communication/WH Building	Fair	Packaged Heat Pump, 5 TON	1	8	1832557
D3030	Communication Room	Fair	Air Conditioner, Window/Thru-Wall, 1 Ton	1	7	1832673
D3050	Body Shop Electrical Room	Fair	Air Handler (AHU), Interior, 8,000 CFM [AH-1]	1	6	1832605
D3050	Roof-Maintenance Shop/Offices	Fair	Packaged Unit (RTU), 5 TON	1	4	1832685
D3050	Main Office Roof	Fair	Packaged Unit (RTU), 10 TON [AC#5]	1	4	1832516
D3050	Office Roof	Fair	Packaged Unit (RTU), 10 TON [AC#2]	1	4	1832732
D3050	Office Roof	Fair	Packaged Unit (RTU), 10 TON [AC#1]	1	4	1832529
D3050	Office Roof	Fair	Packaged Unit (RTU), 12.5 TON [AC#3]	1	4	1832522
D3050	Office Roof	Fair	Packaged Unit (RTU), 10 TON [AC#4]	1	4	1832537
D3050	Roof-Maintenance Shop/Offices	Fair	Packaged Unit (RTU), 4 TON	1	4	1832723
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [EF-7]	1	12	1832637
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2300 CFM [EF-3]	1	12	1832738
D3060	Maintenance Shop	Fair	Exhaust Fan, Vehicle Exhaust System	11	13	1832728
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [EF-8]	1	12	1832688
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [EF-6]	1	12	1832658
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 3400 CFM [EF-10]	1	12	1832677
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832573
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2300 CFM [EF-4]	1	12	1832703
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 4400 CFM [EF-2]	1	12	1832570
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832588
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 3400 CFM [EF-9]	1	12	1832736
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2700 CFM [EF-13]	1	12	1832645
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832654
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2700 CFM [No tag/plate found]	1	12	1832550
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2700 CFM [No tag/plate found]	1	12	1832531
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2700 CFM [No tag/plate found]	1	12	1832559
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832596
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832548
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2300 CFM [EF-5]	1	12	1832622
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832518
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832498
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [No tag/plate found]	1	12	1832708
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [EF-12]	1	12	1832646
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832631
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2750 CFM [EF-14]	1	12	1832598
D3060	Roof-Maintenance Shop/311 WH	Fair	Air Supply Fan, Roof or Wall Mounted, 3000 CFM	1	10	1832630
D3060	Main Office Roof	Fair	Exhaust Fan, 2000 CFM	1	10	1832608
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2200 CFM [EF-1]	1	12	1832640
D3060	Roof-Communication/WH Building	Fair	Exhaust Fan, 2000 CFM	1	10	1832501

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [EF-11]	1	12	1832689
D3060	Roof-311 Offices	Fair	Exhaust Fan, 500 CFM	5	3	1832564
D3060	Roof-Maintenance Shop/Offices	Fair	Exhaust Fan, 2900 CFM [No tag/plate found]	1	12	1832678
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, 2700 CFM [No tag/plate found]	1	12	1832655
D3060	Roof-Maintenance Shop/311 WH	Fair	Exhaust Fan, Roof or Wall Mounted, 2,001 to 5,000 CFM [No tag/plate found]	1	12	1832672
Electrical						
D5010	Maintenance Shop	Fair	Transfer Switch, Automatic (ATS), 400 Amp	1	8	1832674
D5020	Building 311	Fair	Full Electrical System Upgrade, Medium Density/Complexity	5,500 SF	23	1833773
D5020	Maintenance Shop	Fair	Building/Main Switchboard, 2500 AMP	1	16	1832558
D5020	Maintenance Shop	Fair	Secondary Transformer, 225 kVA	1	6	1832642
D5020	Warehouse	Fair	Full Electrical System Upgrade, Medium Density/Complexity	6,800 SF	17	1833775
D5020	Main Office Building Electrical Room	Fair	Secondary Transformer, 800 kVA	1	18	1832566
D5020	Body Shop Electrical Room	Fair	Secondary Transformer, 75 kVA	1	9	1832656
D5020	Body Shop Electrical Room	Fair	Motor Control Center w/ Main Breaker, 800 AMP [MC-2]	1	6	1832561
D5020	311 Building Exterior	Fair	Secondary Transformer, 30 kVA	1	9	1832517
D5020	Body Shop Electrical Room	Fair	Secondary Transformer, 75 kVA	1	9	1832719
D5020	Maintenance Shop	Fair	Building/Main Switchboard, 600 AMP	1	16	1832698
D5020	Main Office Building	Fair	Full Electrical System Upgrade, Medium Density/Complexity	15,000 SF	17	1833774
D5020	Body Shop Electrical Room	Fair	Building/Main Switchboard, 800 AMP	1	16	1832635
D5020	Main Office Building Electrical Room	Fair	Building/Main Switchboard, 800 AMP	1	16	1832508
D5020	311 Building Warehouse	Fair	Building/Main Switchboard, 400 AMP	1	16	1832668
D5040	Maintenance Shop	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	12	5	1832597
D5040	Storage Shed	Fair	Lighting System, Interior, Low Density & Standard Fixtures	8,500 SF	14	1832687
D5040	Storage Shed	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	7	3	1832555
D5040	Building 311	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	6	8	1832731
D5040	Warehouse	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	6,800 SF	8	1832578
D5040	Main Office Building	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	15,000 SF	12	1832536
D5040	Maintenance Shop	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	8,200 SF	4	1832620
D5040	Building 311	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	5,500 SF	5	1832648
Equipment/Special						
E1030	Building 311	Fair	Commercial Kitchen, Icemaker, Freestanding	1	7	1832586
E1040	Maintenance Shop Restrooms	Fair	Sink, Laboratory, Stainless Steel	2	15	1832581
E2010	Main Office Building Training Room	Fair	Kitchen Cabinetry, Stock Hardwood	12 LF	14	1832624
E2010	Building 311	Fair	Kitchen Cabinetry, Stock Hardwood	12 LF	11	1832579
E2010	Main Office Building-2nd Floor Break Room	Fair	Kitchen Cabinetry, Stock Hardwood	14 LF	15	1832519
E2010	Maintenance Shop 2nd Floor	Fair	Kitchen Cabinetry, Stock Hardwood	10 LF	13	1832552
E2010	Maintenance Shop Breakroom	Fair	Kitchen Cabinetry, Stock Hardwood	9 LF	12	1832669
E2010	Main Office Building Training Room	Fair	Kitchen Cabinetry, Stock Hardwood	12 LF	14	1832709
F1020	Storage Shed	Fair	Ancillary Building, Steel, Pre-Engineered	8,500 SF	25	1832609
Site						
G2060	Parking Structure Lower Level	Fair	Fences & Gates, Wrought Iron, 4' High	350 LF	28	1832572
G2060	Front-Main Office	Fair	Fences & Gates, Wrought Iron, 4' High	50 LF	26	1832651
G4050	Bus Yard Parking Structure	Fair	Pole Light, Multi-Fixture, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp)	14	4	1832607
Fire Protection						

Component Condition Report | Transportation Facility / Administration Building, Warehouse & Maintenance Shop

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D4010	Main Office Building	Fair	Sprinkler Heads (per SF)	15,000 SF	15	1832510
Electronic Safety & Security						
D7010	Parking Structure Lower Level	Fair	Vehicle Control Gate w/ Controller	2	6	1832539
D7030	All buildings	Fair	Security/Surveillance System, Cameras and CCTV	57,300 SF	9	1832511
D7050	Building 311	Fair	Annunciator Alarm Panel	1	5	1832629
D7050	Main Office Building	Fair	Fire Alarm System, Standard Addressable, Upgrade/Install	15,000 SF	3	1832691
D7050	Building 311	Fair	Fire Alarm System, Standard Addressable, Install	5,500 SF	3	1832726
D7050	Maintenance Shop Offices	Fair	Fire Alarm Control Panel, Basic/Zoned	1	8	1832707
Follow-up Studies						
P2030	Warehouse	Poor	Engineer, Structural, Superstructure, Evaluate/Report	1	0	1832662

Component Condition Report | Transportation Facility / Fueling Station & Bus Wash Building

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2050	Fueling Station	Fair	Exterior Door, Steel	4	16	1832600
Roofing						
B3010	Car Wash	Fair	Roof, Modified Bituminous	8,000 SF	12	1832513
Interiors						
C1070	Fueling Station Office	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	160 SF	5	1832503
Plumbing						
D2010	Bus Wash & Fueling Station	Fair	Plumbing System, Supply & Sanitary, Medium Density (INCL fixtures)	8,000 SF	18	1835232
D2010	Fueling Station	Fair	Water Heater, Electric, Residential, 15 GAL	1	10	1832616
HVAC						
D3030	Fueling Station Office	Fair	Ductless Split System, Single Zone, 0.75 to 1 Ton	1	7	1832594
D3060	Fueling Station	Fair	Exhaust Fan, Industrial Dust Collection, Up to 12,000 CFM	1	17	1832670
Electrical						
D5020	Bus Wash	Fair	Motor Control Center w/ Main Breaker, 800 AMP	1	6	1832690
D5020	Bus Wash	Fair	Full Electrical System Upgrade, Medium Density/Complexity	8,000 SF	18	1835233
D5040	Bus Wash	Good	Lighting System, Interior, Medium Density & Standard Fixtures	1,400 SF	18	1832636
D5040	Chassis Wash	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	1,400 SF	3	1832554
D5040	Fueling Station	Good	Lighting System, Interior, Low Density & Standard Fixtures	3,400 SF	18	1832659
Equipment/Special						
E1040	Fueling Station	Fair	Sink, Laboratory, Stainless Steel w/ Drainboard	1	19	1832615
Utilities						
G3060	Fueling Station	Fair	Fuel Pump/Dispenser, Gasoline	1	8	1832724
G3060	Fueling Station	Fair	Fuel Pump/Dispenser, Gasoline	1	8	1832681
G3060	Fueling Station	Fair	Fuel Pump/Dispenser, Gasoline	1	11	1832625
G3060	Fueling Station	Fair	Fuel Pump/Dispenser, Gasoline	1	11	1832551
Fire Protection						
D4010	Fueling Station	Fair	Sprinkler Heads (per SF), Full Retrofit, Medium Density/Complexity	3,400 SF	15	1887167

Component Condition Report | Transportation Facility / Parking Structure

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						

Component Condition Report | Transportation Facility / Parking Structure

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
B2050	Main Garage Entrance	Fair	Overhead/Dock Door, 400 SF	1	12	1832704
Electrical						
D5020	Parking Structure Lower Level	Fair	Full Electrical System Upgrade, Medium Density/Complexity	82,000 SF	16	1835231
D5040	Parking Structure Lower Level	Fair	Lighting System, Interior, High Density & Standard Fixtures	82,000 SF	11	1832582
Pavement						
G2020	Bus Yard Parking Structure	Fair	Parking Lots, Asphalt Pavement, Stripe	73,200 SF	3	1832544
G2020	Parking Structure Lower Level	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	82,000 SF	3	1832540
G2020	Parking Structure Bus Parking	Poor	Parking Lots, Concrete Pavement, Repair	400 SF	0	1832633
Fire Protection						
D4010	Parking Structure Lower Level	Fair	Sprinkler System, Full Retrofit, Low Density/Complexity, Renovate	82,000 SF	15	1832733

Component Condition Report | Transportation Facility / Site

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Electrical						
D5010	Site	Fair	Generator, 400 kW	1	8	1832686
D5040	Front/Visitors Parking Lot	Fair	LED Lighting Fixture, Pole Mounted, 400 W	2	4	1832587
Pavement						
G2020	South Elevation-Pavement	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	14,200 SF	3	1832515
G2020	Site-pavement Adjacent to Shed	Fair	Parking Lots, Asphalt Pavement, Overlay	14,200 SF	7	1832524
G2020	Maintenance Shop Exterior	Poor	Parking Lots, Concrete Pavement, Repair	60 SF	0	1832591
G2020	311 Building Parking Lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	15,800 SF	8	1832507
G2020	Front/Visitors Parking Lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	3,600 SF	2	1832683
G2020	Front/Visitors Parking Lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	3,600 SF	8	1832604
G2020	311 Building Parking Lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	15,800 SF	2	1832502
Site						
G2060	Site	Fair	Flagpole, Metal	1	8	1832543
G2060	South Elevation	Fair	Fences & Gates, Wrought Iron, 4' High	750 LF	26	1832720
G2060	South Elevation	Fair	Fence or Screen Walls, Concrete Block (CMU)	3,000 SF	26	1832567
G4050	311 Building Parking Lot	Fair	Pole Light, Multi-Fixture, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp)	3	3	1832663
Electronic Safety & Security						
D7010	311 Building Parking Lot	Fair	Vehicle Control Gate w/ Controller	1	10	1832634
D7010	Site	Fair	Vehicle Control Gate w/ Controller	1	8	1832647
D7010	311 Building Parking Lot	Fair	Vehicle Control Gate w/ Controller	1	10	1832741
Accessibility						
Y1090	Throughout the Site	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1835234

Appendix E:
Replacement Reserves

Replacement Reserves Report

7/14/2020

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2010	1832509	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	23800	SF	$4.02	$95,645								$95,645										$95,645					**$191,289**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2010	1832613	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	8600	SF	$4.02	$34,561								$34,561										$34,561					**$69,121**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832722	Window, 24 SF, Replace	30	24	6	14	EA	$1,272.58	$17,816							$17,816																**$17,816**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832505	Window, Aluminum Double-Glazed 12 SF, 1-2 Stories, Replace	30	24	6	2	EA	$870.71	$1,741							$1,741																**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832660	Window, 24 SF, Replace	30	24	6	5	EA	$1,272.58	$6,363							$6,363																**$6,363**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832665	Window, 24 SF, Replace	30	24	6	9	EA	$1,272.58	$11,453							$11,453																**$11,453**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832639	Window, 12 SF, Replace	30	24	6	36	EA	$870.71	$31,346							$31,346																**$31,346**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832711	Window, 12 SF, Replace	30	15	15	4	EA	$870.71	$3,483																$3,483							**$3,483**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832716	Storefront, Metal-Framed 3' x 7' Swinging Door Only, Replace	30	24	6	1	EA	$1,741.43	$1,741							$1,741																**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832675	Storefront, Metal-Framed 3' x 7' Swinging Door Only, Replace	30	24	6	1	EA	$1,741.43	$1,741							$1,741																**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832693	Storefront, Metal-Framed 3' x 7' Swinging Door Only, Replace	30	24	6	1	EA	$1,741.43	$1,741							$1,741																**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832514	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	24	6	180	SF	$73.68	$13,262							$13,262																**$13,262**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832684	Storefront, Metal-Framed 3' x 7' Swinging Door Only, Replace	30	24	6	1	EA	$1,741.43	$1,741							$1,741																**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2020	1832714	Storefront, Metal-Framed 3' x 7' Swinging Door Only, Replace	30	24	6	1	EA	$1,741.43	$1,741							$1,741																**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832715	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	24	6	2	EA	$1,741.43	$3,483							$3,483																**$3,483**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832506	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741												**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832650	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	20	10	1	EA	$1,741.43	$1,741											$1,741												**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832653	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	15	15	2	EA	$1,741.43	$3,483																$3,483							**$3,483**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832619	Exterior Door, Steel, Replace	40	24	16	5	EA	$803.74	$4,019																	$4,019						**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832527	Exterior Door, Steel, Replace	40	24	16	1	EA	$737.86	$738																	$738						**$738**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832718	Exterior Door, Steel, Replace	40	24	16	7	EA	$803.74	$5,626																	$5,626						**$5,626**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832575	Overhead/Dock Door, 144 SF, Replace	30	24	6	2	EA	$4,286.59	$8,573							$8,573																**$8,573**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832494	Overhead/Dock Door, 288 SF, Replace	30	20	10	5	EA	$8,439.23	$42,196											$42,196												**$42,196**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832643	Overhead/Dock Door, 288 SF, Replace	30	19	11	1	EA	$8,439.23	$8,439												$8,439											**$8,439**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832717	Overhead/Dock Door, 144 SF, Replace	30	17	13	1	EA	$5,894.06	$5,894														$5,894									**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832497	Overhead/Dock Door, 144 SF, Replace	30	17	13	1	EA	$5,894.06	$5,894														$5,894									**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832556	Overhead/Dock Door, 144 SF, Replace	30	15	15	1	EA	$10,046.70	$10,047																$10,047							**$10,047**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832697	Overhead/Dock Door, 144 SF, Replace	30	15	15	8	EA	$10,046.70	$80,374																$80,374							**$80,374**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B2050	1832512	Overhead/Dock Door, 144 SF, Replace	30	14	16	2	EA	$4,018.68	$8,037																	$8,037						**$8,037**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832523	Roof, Metal, Replace	40	24	16	3200	SF	$17.41	$55,726																	$55,726						**$55,726**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832614	Roof, Modified Bituminous, Replace	20	11	9	9200	SF	$13.40	$123,240										$123,240													**$123,240**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832533	Roof, Modified Bituminous, Replace	20	11	9	3000	SF	$13.40	$40,187										$40,187													**$40,187**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832569	Roof, Modified Bituminous, Replace	20	11	9	12800	SF	$13.40	$171,464										$171,464													**$171,464**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832563	Roof, Modified Bituminous, Replace	20	11	9	6200	SF	$13.40	$83,053										$83,053													**$83,053**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832520	Roof, Modified Bituminous, Replace	20	10	10	8500	SF	$13.40	$113,863											$113,863												**$113,863**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3010	1832541	Roof, Modified Bituminous, Replace	20	10	10	5500	SF	$13.40	$73,676											$73,676												**$73,676**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3060	1832676	Roof Skylight, per unit (9-20 SF), Replace	30	24	6	2	EA	$1,741.43	$3,483							$3,483																**$3,483**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	B3060	1832496	Roof Skylight, per SF of glazing, Replace	30	22	8	650	SF	$66.98	$43,536																							**$43,536**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1070	1832584	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	18	7	680	SF	$4.69	$3,188								$3,188															**$3,188**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1070	1832725	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	13	12	5500	SF	$4.69	$25,787													$25,787										**$25,787**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1070	1832577	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	10	15	420	SF	$4.69	$1,969																$1,969							**$1,969**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1070	1832593	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	9	16	8800	SF	$4.69	$41,258																	$41,258						**$41,258**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1070	1832628	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	7	18	10200	SF	$4.69	$47,822																		$47,822					**$47,822**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1070	1832701	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	7	18	360	SF	$4.69	$1,688																		$1,688					**$1,688**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1090	1832610	Toilet Partitions, Metal, Replace	20	12	8	3	EA	$1,138.63	$3,416										$3,416													**$3,416**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1090	1832679	Toilet Partitions, Metal, Replace	20	10	10	4	EA	$1,138.63	$4,555											$4,555												**$4,555**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1090	1832568	Toilet Partitions, Metal, Replace	20	10	10	2	EA	$1,138.63	$2,277											$2,277												**$2,277**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1090	1832666	Toilet Partitions, Metal, Replace	20	10	10	6	EA	$1,138.63	$6,832											$6,832												**$6,832**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C1090	1832562	Toilet Partitions, Metal, Replace	20	5	15	2	EA	$1,138.63	$2,277																$2,277							**$2,277**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832632	Interior Wall Finish, Ceramic Tile, Replace	40	24	16	620	SF	$24.11	$14,949																	$14,949						**$14,949**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832499	Interior Wall Finish, Ceramic Tile, Replace	40	24	16	860	SF	$24.11	$20,736																	$20,736						**$20,736**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832521	Interior Wall Finish, Ceramic Tile, Replace	40	24	16	600	SF	$24.11	$14,467																	$14,467						**$14,467**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832526	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	780	SF	$24.11	$18,807																		$18,807					**$18,807**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832626	Interior Wall Finish, Ceramic Tile, Replace	40	20	20	260	SF	$24.11	$6,269																					$6,269		**$6,269**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832737	Interior Wall Finish, any surface, Prep & Paint	10	7	3	12200	SF	$2.01	$24,514				$24,514										$24,514									**$49,028**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832652	Interior Wall Finish, any surface, Prep & Paint	10	4	6	6800	SF	$2.01	$13,664							$13,664										$13,664						**$27,327**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832599	Interior Wall Finish, any surface, Prep & Paint	10	3	7	12100	SF	$2.01	$24,313								$24,313										$24,313					**$48,626**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2010	1832606	Interior Wall Finish, any surface, Prep & Paint	10	3	7	26500	SF	$2.01	$53,248								$53,248										$53,248					**$106,495**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832590	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	7	3	65	SF	$11.07	$719				$719										$719									**$1,439**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832500	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	3	7	6800	SF	$12.06	$81,981								$81,981										$81,981					**$163,962**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832695	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	3	7	520	SF	$12.06	$6,269								$6,269										$6,269					**$12,538**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832546	Interior Floor Finish, Ceramic Tile, Replace	40	24	16	450	SF	$24.11	$10,850																	$10,850						**$10,850**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832585	Interior Floor Finish, Ceramic Tile, Replace	40	24	16	150	SF	$24.11	$3,617																	$3,617						**$3,617**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832576	Interior Floor Finish, Ceramic Tile, Replace	40	22	18	680	SF	$24.11	$16,396																			$16,396			**$16,396**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832657	Interior Floor Finish, Ceramic Tile, Replace	40	22	18	260	SF	$24.11	$6,269																			$6,269			**$6,269**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832671	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	10	5	140	SF	$6.15	$861						$861														$861	**$1,722**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832699	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	10	5	360	SF	$6.70	$2,411						$2,411														$2,411	**$4,822**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832565	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	9	6	4550	SF	$6.70	$30,475							$30,475														**$30,475**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832740	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	9	6	420	SF	$6.70	$2,813							$2,813														**$2,813**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832734	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	6	9	160	SF	$6.15	$984										$984											**$984**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832535	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	6	9	140	SF	$6.15	$861										$861											**$861**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832680	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	5	10	850	SF	$6.70	$5,693											$5,693										**$5,693**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832574	Interior Floor Finish, Rubber Tile, Replace	15	4	11	680	SF	$12.06	$8,198												$8,198									**$8,198**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832525	Interior Floor Finish, Carpet Commercial Standard, Replace	10	3	7	210	SF	$10.05	$2,110								$2,110										$2,110			**$4,220**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832504	Interior Floor Finish, Carpet Commercial Standard, Replace	10	3	7	180	SF	$10.05	$1,808								$1,808										$1,808			**$3,617**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832592	Interior Floor Finish, Carpet Commercial Standard, Replace	10	3	7	2100	SF	$10.05	$21,098								$21,098										$21,098			**$42,196**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	C2030	1832667	Interior Floor Finish, Carpet Commercial Standard, Replace	10	3	7	5200	SF	$10.05	$52,243								$52,243										$52,243			**$104,486**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D1010	1832712	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	8	7	1	EA	$12,056.04	$12,056								$12,056													**$12,056**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D1010	1832644	Elevator, 25 HP, Renovate	30	14	16	1	EA	$73,675.80	$73,676																	$73,676				**$73,676**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832560	Domestic Circulation/Booster Pump, 3 HP, Replace	15	8	7	1	EA	$6,831.76	$6,832								$6,832													**$6,832**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832661	Water Heater, 100 GAL, Replace	20	12	8	1	EA	$29,470.32	$29,470									$29,470												**$29,470**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832589	Water Heater, Gas, Tankless, 6.5 to 9.5 GPM, Replace	15	7	8	1	EA	$2,679.12	$2,679									$2,679												**$2,679**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832710	Water Heater, Electric, Residential, 30 to 52 GAL, Replace	15	6	9	1	EA	$1,106.78	$1,107										$1,107											**$1,107**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832705	Water Heater, 50 GAL, Replace	15	3	12	1	EA	$1,106.78	$1,107												$1,107									**$1,107**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1833772	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	24	16	5500	SF	$14.74	$81,043																	$81,043				**$81,043**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832621	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	10	5	2	EA	$1,205.60	$2,411						$2,411														$2,411	**$4,822**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832692	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	9	6	1	EA	$1,106.78	$1,107							$1,107														**$1,107**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832730	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	19	11	2	EA	$2,009.34	$4,019												$4,019									**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832638	Sink/Lavatory, Pedestal, Vitreous China, Replace	30	15	15	1	EA	$2,679.12	$2,679																$2,679					**$2,679**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832601	Toilet, GPF, Replace	30	14	16	1	EA	$1,741.43	$1,741																	$1,741				**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832706	Urinal, GPF, Replace	30	14	16	2	EA	$1,473.52	$2,947																	$2,947				**$2,947**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832571	Toilet, GPF, Replace	30	14	16	4	EA	$1,741.43	$6,966																	$6,966				**$6,966**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832702	Toilet, GPF, Replace	30	14	16	2	EA	$1,741.43	$3,483																	$3,483				**$3,483**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832713	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	14	16	4	EA	$2,009.34	$8,037																	$8,037				**$8,037**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832700	Urinal, GPF, Replace	30	14	16	1	EA	$1,473.52	$1,474																	$1,474				**$1,474**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832727	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	14	16	1	EA	$2,009.34	$2,009																	$2,009				**$2,009**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832735	Urinal, GPF, Replace	30	14	16	2	EA	$1,473.52	$2,947																	$2,947				**$2,947**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832743	Urinal, GPF, Replace	30	14	16	1	EA	$1,473.52	$1,474																	$1,474				**$1,474**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832549	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	12	18	1	EA	$2,009.34	$2,009																		$2,009			**$2,009**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832553	Urinal, GPF, Replace	30	12	18	4	EA	$1,473.52	$5,894																		$5,894			**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832739	Toilet, GPF, Replace	30	12	18	2	EA	$1,741.43	$3,483																		$3,483			**$3,483**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832617	Toilet, GPF, Replace	30	12	18	6	EA	$1,741.43	$10,449																		$10,449			**$10,449**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832495	Urinal, Standard, Replace	30	12	18	1	EA	$1,473.52	$1,474																		$1,474			**$1,474**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832528	Toilet, GPF, Replace	30	12	18	3	EA	$1,741.43	$5,224																		$5,224			**$5,224**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832547	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	12	18	4	EA	$2,009.34	$8,037																		$8,037			**$8,037**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832721	Urinal, GPF, Replace	30	12	18	1	EA	$1,473.52	$1,474																		$1,474			**$1,474**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832611	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	12	18	7	EA	$2,009.34	$14,065																		$14,065			**$14,065**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D2010	1832583	Toilet, Commercial Water Closet, Replace	30	11	19	1	EA	$1,741.43	$1,741																			$1,741		**$1,741**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3020	1832618	Boiler, 670 MBH, Replace	30	12	18	1	EA	$35,096.47	$35,096																		$35,096			**$35,096**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3020	1832742	Infrared Heater, 80 MBH, Replace	25	22	3	8	EA	$5,090.33	$40,723					$40,723																**$40,723**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3020	1832623	Unit Heater, Hydronic, 12 MBH, Replace	20	17	3	1	EA	$1,473.52	$1,474					$1,474																**$1,474**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3020	1832538	Unit Heater, 6 kW, Replace	20	5	15	8	EA	$2,947.03	$23,576																$23,576					**$23,576**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3020	1832612	Expansion Tank, 100 GAL, Replace	40	24	16	1	EA	$5,894.06	$5,894																	$5,894				**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832580	Evaporative Cooler, 18,000 CFM, 2 to 3 HP, Replace	15	12	3	1	EA	$10,180.66	$10,181					$10,181																**$20,361**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832545	Condensing Unit/Heat Pump, 3 TON, Replace	15	12	3	1	EA	$5,358.24	$5,358					$5,358																**$10,716**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832532	Condensing Unit/Remote Chiller, 20 TON, Replace	15	12	3	1	EA	$50,635.37	$50,635					$50,635																**$101,271**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832603	Condensing Unit/Heat Pump, 3 TON, Replace	15	11	4	1	EA	$5,358.24	$5,358						$5,358													$5,358		**$10,716**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832602	Air Conditioner, Window/Thru-Wall, 1 Ton, Replace	10	6	4	1	EA	$2,947.03	$2,947						$2,947										$2,947					**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832641	Air Conditioner, Window/Thru-Wall, 1 Ton, Replace	10	4	6	1	EA	$2,947.03	$2,947							$2,947										$2,947				**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832696	Air Conditioner, Window/Thru-Wall, 1 Ton, Replace	10	3	7	1	EA	$2,947.03	$2,947								$2,947										$2,947			**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832694	Air Conditioner, Window/Thru-Wall, 1 Ton, Replace	10	3	7	1	EA	$2,947.03	$2,947								$2,947										$2,947			**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832673	Air Conditioner, Window/Thru-Wall, 1 Ton, Replace	10	3	7	1	EA	$2,947.03	$2,947								$2,947										$2,947			**$5,894**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832534	Packaged Heat Pump, 5 TON, Replace	15	7	8	1	EA	$9,510.88	$9,511									$9,511												**$9,511**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832682	Packaged Heat Pump, 5 TON, Replace	15	7	8	1	EA	$9,510.88	$9,511									$9,511												**$9,511**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832595	packaged Heat Pump, 5 TON, Replace	15	7	8	1	EA	$9,510.88	$9,511									$9,511												**$9,511**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3030	1832557	Packaged Heat Pump, 5 TON, Replace	15	7	8	1	EA	$9,510.88	$9,511									$9,511												**$9,511**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832685	Packaged Unit (RTU), 5 TON, Replace	20	16	4	1	EA	$14,735.16	$14,735						$14,735															**$14,735**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832516	Packaged Unit (RTU), 10 TON, Replace	20	16	4	1	EA	$26,791.20	$26,791						$26,791															**$26,791**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832732	Packaged Unit (RTU), 10 TON, Replace	20	16	4	1	EA	$26,791.20	$26,791						$26,791															**$26,791**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832529	Packaged Unit (RTU), 10 TON, Replace	20	16	4	1	EA	$26,791.20	$26,791						$26,791															**$26,791**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832522	Packaged Unit (RTU), 12.5 TON, Replace	20	16	4	1	EA	$33,489.00	$33,489						$33,489															**$33,489**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832537	Packaged Unit (RTU), 10 TON, Replace	20	16	4	1	EA	$26,791.20	$26,791					$26,791																		**$26,791**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832723	Packaged Unit (RTU), 4 TON, Replace	20	16	4	1	EA	$12,056.04	$12,056					$12,056																		**$12,056**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3050	1832605	Air Handler (AHU), Interior, 8,000 CFM, Replace	30	24	6	1	EA	$53,582.40	$53,582							$53,582																**$53,582**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832564	Exhaust Fan, 500 CFM, Replace	20	17	3	5	EA	$1,607.47	$8,037				$8,037																			**$8,037**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832573	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832588	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832654	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832596	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832548	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832518	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832498	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832631	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832630	Air Supply Fan, Roof or Wall Mounted, 3000 CFM, Replace	20	10	10	1	EA	$4,018.68	$4,019											$4,019												**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832608	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832501	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215												**$3,215**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832637	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832738	Exhaust Fan, 2300 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832688	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832658	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832677	Exhaust Fan, 3400 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832703	Exhaust Fan, 2300 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832570	Exhaust Fan, 4400 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832736	Exhaust Fan, 3400 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832645	Exhaust Fan, 2700 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832550	Exhaust Fan, 2700 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832531	Exhaust Fan, 2700 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832559	Exhaust Fan, 2700 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832622	Exhaust Fan, 2300 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832708	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832646	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832598	Exhaust Fan, 2750 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832640	Exhaust Fan, 2200 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832689	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832678	Exhaust Fan, 2900 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832655	Exhaust Fan, 2700 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832672	Exhaust Fan, Roof or Wall Mounted, 2,001 to 5,000 CFM, Replace	20	8	12	1	EA	$4,018.68	$4,019													$4,019										**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D3060	1832728	Exhaust Fan, Vehicle Exhaust System, Replace	20	7	13	11	EA	$4,956.37	$54,520														$54,520									**$54,520**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D4010	1832510	Sprinkler Heads (per SF), , Replace	25	10	15	15000	SF	$2.01	$30,140															$30,140								**$30,140**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5010	1832674	Transfer Switch, Automatic (ATS), 400 Amp, Replace	25	17	8	1	EA	$26,791.20	$26,791									$26,791														**$26,791**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832642	Secondary Transformer, 225 kVA, Replace	30	24	6	1	EA	$33,489.00	$33,489							$33,489																**$33,489**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832656	Secondary Transformer, 75 kVA, Replace	30	21	9	1	EA	$13,395.60	$13,396										$13,396													**$13,396**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832517	Secondary Transformer, 30 kVA, Replace	30	21	9	1	EA	$8,975.05	$8,975										$8,975													**$8,975**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832719	Secondary Transformer, 75 kVA, Replace	30	21	9	1	EA	$26,791.20	$26,791										$26,791													**$26,791**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832558	Building/Main Switchboard, 2500 AMP, Replace	40	24	16	1	EA	$160,747.20	$160,747																$160,747							**$160,747**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832698	Building/Main Switchboard, 600 AMP, Replace	40	24	16	1	EA	$53,582.40	$53,582																$53,582							**$53,582**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832635	Building/Main Switchboard, 800 AMP, Replace	40	24	16	1	EA	$60,280.20	$60,280																$60,280							**$60,280**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832508	Building/Main Switchboard, 800 AMP, Replace	40	24	16	1	EA	$60,280.20	$60,280																$60,280							**$60,280**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832668	Building/Main Switchboard, 400 AMP, Replace	40	24	16	1	EA	$46,884.60	$46,885																$46,885							**$46,885**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832566	Secondary Transformer, 800 kVA, Replace	30	12	18	1	EA	$21,432.96	$21,433																		$21,433					**$21,433**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1832561	Motor Control Center w/ Main Breaker, 800 AMP, Replace	30	24	6	1	EA	$20,093.40	$20,093							$20,093																**$20,093**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1833775	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	23	17	6800	SF	$24.11	$163,962																	$163,962						**$163,962**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5020	1833774	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	23	17	15000	SF	$24.11	$361,681																	$361,681						**$361,681**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832555	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	17	3	7	EA	$281.31	$1,969				$1,969																			**$1,969**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832620	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	16	4	8200	SF	$10.72	$87,875					$87,875																		**$87,875**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832597	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	15	5	12	EA	$281.31	$3,376						$3,376																	**$3,376**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832648	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	15	5	5500	SF	$10.72	$58,941						$58,941																	**$58,941**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832731	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	12	8	6	EA	$281.31	$1,688									$1,688														**$1,688**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832578	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	12	8	6800	SF	$10.72	$72,872									$72,872														**$72,872**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832536	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	8	12	15000	SF	$10.72	$160,747													$160,747										**$160,747**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D5040	1832687	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	6	14	8500	SF	$8.04	$68,318														$68,318									**$68,318**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D7010	1832539	Vehicle Control Gate w/ Controller, , Replace	15	9	6	2	EA	$12,056.04	$24,112							$24,112																**$24,112**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D7030	1832511	Security/Surveillance System, Cameras and CCTV, Replace	15	6	9	57300	SF	$4.02	$230,270										$230,270													**$230,270**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D7050	1832691	Fire Alarm System, Standard Addressable, Upgrade/Install	20	17	3	15000	SF	$5.36	$80,374				$80,374																			**$80,374**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D7050	1832726	Fire Alarm System, Standard Addressable, Install	20	17	3	5500	SF	$5.36	$29,470				$29,470																			**$29,470**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D7050	1832629	Annunciator Alarm Panel, , Replace	15	10	5	1	EA	$2,116.50	$2,117					$2,117																$2,117		**$4,233**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	D7050	1832707	Fire Alarm Control Panel, Basic/Zoned, Replace	15	7	8	1	EA	$5,358.24	$5,358									$5,358														**$5,358**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E1030	1832586	Commercial Kitchen, Icemaker, Freestanding, Replace	15	8	7	1	EA	$8,975.05	$8,975								$8,975															**$8,975**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E1040	1832581	Sink, Laboratory, Stainless Steel, Replace	30	15	15	2	EA	$3,281.92	$6,564																					$6,564		**$6,564**

Facility	Building	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E2010	1832579	Kitchen Cabinetry, Stock Hardwood, Replace	20	9	11	12	LF	$401.87	$4,822												$4,822											**$4,822**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E2010	1832669	Kitchen Cabinetry, Stock Hardwood, Replace	20	8	12	9	LF	$401.87	$3,617													$3,617										**$3,617**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E2010	1832552	Kitchen Cabinetry, Stock Hardwood, Replace	20	7	13	10	LF	$401.87	$4,019														$4,019									**$4,019**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E2010	1832624	Kitchen Cabinetry, Stock Hardwood, Replace	20	6	14	12	LF	$401.87	$4,822															$4,822								**$4,822**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E2010	1832709	Kitchen Cabinetry, Stock Hardwood, Replace	20	6	14	12	LF	$401.87	$4,822															$4,822								**$4,822**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	E2010	1832519	Kitchen Cabinetry, Stock Hardwood, Replace	20	5	15	14	LF	$401.87	$5,626																$5,626							**$5,626**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	G4050	1832607	Pole Light, Multi-Fixture, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp), Replace	20	16	4	14	EA	$2,541.00	$35,574					$35,574																		**$35,574**
Transportation Facility	Administration Building, Warehouse & Maintenance Shop	P2030	1832662	Engineer, Structural, Superstructure, Evaluate/Report	0	0	0	1	EA	$13,395.60	$13,396	$13,396																						**$13,396**
Transportation Facility	Fueling Station & Bus Wash Building	B2050	1832600	Exterior Door, Steel, Replace	40	24	16	4	EA	$803.74	$3,215																		$3,215					**$3,215**
Transportation Facility	Fueling Station & Bus Wash Building	B3010	1832513	Roof, Modified Bituminous, Replace	20	8	12	8000	SF	$13.40	$107,165													$107,165										**$107,165**
Transportation Facility	Fueling Station & Bus Wash Building	C1070	1832503	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	20	5	160	SF	$4.30	$689						$689																	**$689**
Transportation Facility	Fueling Station & Bus Wash Building	D2010	1832616	Water Heater, Electric, Residential, 15 GAL, Replace	15	5	10	1	EA	$676.37	$676											$676												**$676**
Transportation Facility	Fueling Station & Bus Wash Building	D2010	1835232	Plumbing System, Supply & Sanitary, Medium Density (INCL fixtures), Replace	40	22	18	8000	SF	$20.09	$160,747																				$160,747			**$160,747**
Transportation Facility	Fueling Station & Bus Wash Building	D3030	1832594	Ductless Split System, Single Zone, 0.75 to 1 Ton, Replace	15	8	7	1	EA	$4,688.46	$4,688								$4,688															**$4,688**
Transportation Facility	Fueling Station & Bus Wash Building	D3060	1832670	Exhaust Fan, Industrial Dust Collection, Up to 12,000 CFM, Replace	25	8	17	1	EA	$17,414.28	$17,414																			$17,414				**$17,414**
Transportation Facility	Fueling Station & Bus Wash Building	D4010	1887167	Sprinkler Heads (per SF), Full Retrofit, Medium Density/Complexity, Replace	25	10	15	3400	SF	$2.01	$6,832																$6,832							**$6,832**
Transportation Facility	Fueling Station & Bus Wash Building	D5020	1832690	Motor Control Center w/ Main Breaker, 800 AMP, Replace	30	24	6	1	EA	$20,093.40	$20,093							$20,093																**$20,093**
Transportation Facility	Fueling Station & Bus Wash Building	D5020	1835233	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	22	18	8000	SF	$24.11	$192,897																				$192,897			**$192,897**
Transportation Facility	Fueling Station & Bus Wash Building	D5040	1832554	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	17	3	1400	SF	$10.72	$15,003				$15,003																			**$15,003**
Transportation Facility	Fueling Station & Bus Wash Building	D5040	1832636	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	2	18	1400	SF	$10.72	$15,003																				$15,003			**$15,003**
Transportation Facility	Fueling Station & Bus Wash Building	D5040	1832659	Lighting System, Interior, Low Density & Standard Fixtures, Replace	20	2	18	3400	SF	$8.04	$27,327																				$27,327			**$27,327**
Transportation Facility	Fueling Station & Bus Wash Building	E1040	1832615	Sink, Laboratory, Stainless Steel w/ Drainboard, Replace	30	11	19	1	EA	$3,281.92	$3,282																						$3,282	**$3,282**
Transportation Facility	Fueling Station & Bus Wash Building	G3060	1832724	Fuel Pump/Dispenser, Gasoline, Replace	15	7	8	1	EA	$14,936.09	$14,936									$14,936														**$14,936**
Transportation Facility	Fueling Station & Bus Wash Building	G3060	1832681	Fuel Pump/Dispenser, Gasoline, Replace	15	7	8	1	EA	$14,936.09	$14,936									$14,936														**$14,936**
Transportation Facility	Fueling Station & Bus Wash Building	G3060	1832625	Fuel Pump/Dispenser, Gasoline, Replace	15	4	11	1	EA	$14,936.09	$14,936												$14,936											**$14,936**
Transportation Facility	Fueling Station & Bus Wash Building	G3060	1832551	Fuel Pump/Dispenser, Gasoline, Replace	15	4	11	1	EA	$14,936.09	$14,936												$14,936											**$14,936**
Transportation Facility	Parking Structure	B2050	1832704	Overhead/Dock Door, 400 SF, Replace	30	18	12	1	EA	$12,056.04	$12,056													$12,056										**$12,056**
Transportation Facility	Parking Structure	D4010	1832733	Sprinkler System, Full Retrofit, Low Density/Complexity, Renovate	40	25	15	82000	SF	$4.02	$329,532																$329,532							**$329,532**
Transportation Facility	Parking Structure	D5020	1835231	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	24	16	82000	SF	$24.11	$1,977,191																	$1,977,191						**$1,977,191**
Transportation Facility	Parking Structure	D5040	1832582	Lighting System, Interior, High Density & Standard Fixtures, Replace	20	9	11	82000	SF	$17.41	$1,427,971												$1,427,971											**$1,427,971**
Transportation Facility	Parking Structure	G2020	1832633	Parking Lots, Concrete Pavement, Repair	0	0	0	400	SF	$26.79	$10,716	$10,716																						**$10,716**
Transportation Facility	Parking Structure	G2020	1832544	Parking Lots, Asphalt Pavement, Stripe	5	2	3	73200	SF	$0.60	$44,125				$44,125					$44,125					$44,125							$44,125		**$176,500**
Transportation Facility	Parking Structure	G2020	1832540	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	82000	SF	$0.60	$49,430				$49,430					$49,430					$49,430							$49,430		**$197,719**
Transportation Facility	Site	D5010	1832686	Generator, 400 kW, Replace	25	17	8	1	EA	$160,747.20	$160,747									$160,747														**$160,747**
Transportation Facility	Site	D5040	1832587	LED Lighting Fixture, Pole Mounted, 400 W, Replace	20	16	4	2	EA	$2,285.29	$4,571					$4,571																		**$4,571**
Transportation Facility	Site	D7010	1832647	Vehicle Control Gate w/ Controller, , Replace	15	7	8	1	EA	$12,056.04	$12,056									$12,056														**$12,056**
Transportation Facility	Site	D7010	1832634	Vehicle Control Gate w/ Controller, , Replace	15	5	10	1	EA	$12,056.04	$12,056											$12,056												**$12,056**
Transportation Facility	Site	D7010	1832741	Vehicle Control Gate w/ Controller, , Replace	15	5	10	1	EA	$12,056.04	$12,056											$12,056												**$12,056**
Transportation Facility	Site	G2020	1832591	Parking Lots, Concrete Pavement, Repair	0	0	0	60	SF	$26.79	$1,607	$1,607																						**$1,607**
Transportation Facility	Site	G2020	1832683	Parking Lots, Asphalt Pavement, Seal & Stripe	5	3	2	3600	SF	$0.60	$2,170			$2,170					$2,170					$2,170						$2,170				**$8,680**
Transportation Facility	Site	G2020	1832502	Parking Lots, Asphalt Pavement, Seal & Stripe	5	3	2	15800	SF	$0.60	$9,524			$9,524					$9,524					$9,524						$9,524				**$38,097**
Transportation Facility	Site	G2020	1832515	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	14200	SF	$0.60	$8,560				$8,560					$8,560					$8,560							$8,560		**$34,239**
Transportation Facility	Site	G2020	1832524	Parking Lots, Asphalt Pavement, Overlay	25	18	7	14200	SF	$2.67	$37,948								$37,948															**$37,948**
Transportation Facility	Site	G2020	1832507	Parking Lots, Asphalt Pavement, Mill & Overlay	25	17	8	15800	SF	$4.69	$74,078									$74,078														**$74,078**
Transportation Facility	Site	G2020	1832604	Parking Lots, Asphalt Pavement, Mill & Overlay	25	17	8	3600	SF	$4.69	$16,878									$16,878														**$16,878**
Transportation Facility	Site	G2060	1832543	Flagpole, Metal, Replace	30	22	8	1	EA	$3,348.90	$3,349									$3,349														**$3,349**
Transportation Facility	Site	G4050	1832663	Pole Light, Multi-Fixture, Exterior, 135 to 1000 W HID (Fixture, Ballast, & Lamp), Replace	20	17	3	3	EA	$2,541.00	$7,623				$7,623																		**$7,623**
Transportation Facility	Site	Y1090	1835234	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																						**$10,047**
Totals, Unescalated												**$35,766**	**$0**	**$11,694**	**$378,195**	**$303,770**	**$70,805**	**$308,603**	**$467,498**	**$622,949**	**$700,326**	**$313,531**	**$1,483,322**	**$406,565**	**$197,675**	**$80,909**	**$506,581**	**$2,750,506**	**$936,868**	**$763,884**	**$10,382**	**$14,069**	**$10,363,898**
Totals, Escalated (3.0% inflation, compounded annually)												**$35,766**	**$0**	**$12,407**	**$413,264**	**$341,896**	**$82,082**	**$368,488**	**$574,964**	**$789,133**	**$913,767**	**$421,359**	**$2,053,264**	**$579,664**	**$290,292**	**$122,383**	**$789,237**	**$4,413,755**	**$1,548,500**	**$1,300,462**	**$18,204**	**$25,410**	**$15,094,297**

Appendix F:
Equipment Inventory List

D10 Conveying

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832644	D1010	**Elevator**	25 HP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Building	Dover	EP905	EF4898	1996		
2	1832712	D1010	**Elevator Cab Finishes**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Building						

D30 HVAC

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832618	D3020	**Boiler**	670 MBH	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Building 311 Boiler Room	Parker Boiler Co.	T490L	58746	2008		
2	1832742	D3020	**Infrared Heater**	80 MBH	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop	Inaccessible	Inaccessible	Inaccessible	1996		8
3	1832538	D3020	**Unit Heater**	6 kW	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop	Caloritech	CHS480360	W056555	2015		8
4	1832623	D3020	**Unit Heater**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Building 311-Lockers	Dunham-Bush	Illegible	Illegible	1996		
5	1832612	D3020	**Expansion Tank**	100 GAL	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Building 311 Boiler Room	Inaccessible	Inaccessible	Inaccessible	1996		
6	1832580	D3030	**Evaporative Cooler**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Sterling	I-3S	52903	1998		
7	1832545	D3030	**Condensing Unit/Heat Pump**	3 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Illegible	Illegible	Illegible	1998		
8	1832603	D3030	**Condensing Unit/Heat Pump**	3 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Roof	Carrier	48ESN036060601--	4008G31044	1995		
9	1832532	D3030	**Condensing Unit/Remote Chiller**	20 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-311 Offices	Trane	RAUCC204EL03	J96E81789	1996		
10	1832594	D3030	**Ductless Split System**		Transportation Facility / Fueling Station & Bus Wash Building	Fueling Station Office	No tag/plate found	No tag/plate found	No tag/plate found			
11	1832595	D3030	**packaged Heat Pump**	5 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	York	B2HZ060A06B	W1H3027083	2013		
12	1832534	D3030	**Packaged Heat Pump**	5 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	York	B2HZ060A06B	W1D3027073	2013		
13	1832682	D3030	**Packaged Heat Pump**	5 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	York	B2HZ060A06B	W1D3661693	2013		
14	1832557	D3030	**Packaged Heat Pump**	5 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	York	B2HZ060A06B	W1D3983708	2013		
15	1832605	D3050	**Air Handler (AHU)** [AH-1]	8000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Body Shop Electrical Room	Trane	W2A586A	K96F52184	1996		
16	1832723	D3050	**Packaged Unit (RTU)**	4 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Trane	YCD048C4L0BE	N02101086D	1998		
17	1832685	D3050	**Packaged Unit (RTU)**	5 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Trane	YCD060C4L0BE	N06100455D	1998		
18	1832529	D3050	**Packaged Unit (RTU)** [AC#1]	10 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Office Roof	Trane	YCH121B4LBDC	K45100B700	1995		
19	1832732	D3050	**Packaged Unit (RTU)** [AC#2]	10 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Office Roof	Trane	YCH103B4LBDC	K45100B660	1995		
20	1832522	D3050	**Packaged Unit (RTU)** [AC#3]	12.5 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Office Roof	Trane	YCD151B4LCDC	K45100B300	1995		
21	1832537	D3050	**Packaged Unit (RTU)** [AC#4]	10 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Office Roof	Trane	YCD121B4LCDC	K451008150	1995		
22	1832516	D3050	**Packaged Unit (RTU)** [AC#5]	10 TON	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Roof	Trane	YCD121B4	K45100B140	1995		
23	1832630	D3060	**Air Supply Fan**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	No tag/plate found	No tag/plate found	No tag/plate found			
24	1832573	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
25	1832588	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
26	1832654	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
27	1832596	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
28	1832548	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
29	1832518	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
30	1832498	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found*			
31	1832631	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
32	1832608	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Roof	Illegible	Illegible	Inaccessible			
33	1832501	D3060	**Exhaust Fan**	2000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Communication/WH Building	No tag/plate found	No tag/plate found	No tag/plate found			
34	1832564	D3060	**Exhaust Fan**	500 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-311 Offices	No tag/plate found	No tag/plate found	No tag/plate found	1998		5
35	1832670	D3060	**Exhaust Fan**		Transportation Facility / Fueling Station & Bus Wash Building	Fueling Station	No tag/plate found	No tag/plate found	No tag/plate found			
36	1832728	D3060	**Exhaust Fan**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop						11
37	1832640	D3060	**Exhaust Fan** [EF-1]	2200 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	165 ACRU	J38SE36644-00	2012		
38	1832677	D3060	**Exhaust Fan** [EF-10]	3400 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644	2012		
39	1832689	D3060	**Exhaust Fan** [EF-11]	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644-00	2012		
40	1832646	D3060	**Exhaust Fan** [EF-12]	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644-00	2012		
41	1832645	D3060	**Exhaust Fan** [EF-13]	2700 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	165 ACRU	138SF36644-00	2012		
42	1832598	D3060	**Exhaust Fan** [EF-14]	2750 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	165 ACRU	138SF36644-00	2012		
43	1832570	D3060	**Exhaust Fan** [EF-2]	4400 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	210 ACRU	138SE36644-00	2012		
44	1832738	D3060	**Exhaust Fan** [EF-3]	2300 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	138 ACRU	138SE36644-00	2012		
45	1832703	D3060	**Exhaust Fan** [EF-4]	2300 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	138 ACRU	138SE36644-00	2012		
46	1832622	D3060	**Exhaust Fan** [EF-5]	2300 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Cook	138 ACRU	138SE36644-00	2012		
47	1832658	D3060	**Exhaust Fan** [EF-6]	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644-00	2012		
48	1832637	D3060	**Exhaust Fan** [EF-7]	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644-00	2012		
49	1832688	D3060	**Exhaust Fan** [EF-8]	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644-00	2012		
50	1832736	D3060	**Exhaust Fan** [EF-9]	3400 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	Cook	195ACRU	138SE36644-00	2012		
51	1832550	D3060	**Exhaust Fan**	2700 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	No tag/plate found	FX18B	No tag/plate found	2012		
52	1832531	D3060	**Exhaust Fan**	2700 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	No tag/plate found	FX10B	No tag/plate found	2012		
53	1832559	D3060	**Exhaust Fan**	2700 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	No tag/plate found	FX18B	No tag/plate found	2012		
54	1832655	D3060	**Exhaust Fan**	2700 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	No tag/plate found	FX18B	No tag/plate found	2012		
55	1832708	D3060	**Exhaust Fan**	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	No tag/plate found	FX8B	No tag/plate found	2012		
56	1832678	D3060	**Exhaust Fan**	2900 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/Offices	No tag/plate found	FX13B	No tag/plate found	2012		
57	1832672	D3060	**Exhaust Fan**	5000 CFM	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Roof-Maintenance Shop/311 WH	Penn Ventilator Company	REX14B	WE880885	2012		

D50 Electrical

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832686	D5010	**Generator**	400 kW	Transportation Facility / Site	Site	Caterpillar	SR4	CER00776	2003		
2	1832674	D5010	**Transfer Switch**	250 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop	Cat	EPM5200P	No tag/plate found	2003		
3	1832558	D5020	**Building/Main Switchboard**	2500 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop	Cutler-Hammer	HLA61992	900P025H01 R2	1996		
4	1832668	D5020	**Building/Main Switchboard**	400 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	311 Building Warehouse	General Electric	C-45	171366	1996		
5	1832698	D5020	**Building/Main Switchboard**	600 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop	Cutler-Hammer	HLA61992	900P025H01 R1	1996		
6	1832635	D5020	**Building/Main Switchboard**	800 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Body Shop Electrical Room	General Electric	C-46	13639-1	1996		
7	1832508	D5020	**Building/Main Switchboard**	800 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Building Electrical Room	Square D	UGPS08CU	B80258-133-01	1996		

8	1832642	D5020	**Secondary Transformer**	225 kVA	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop	Cutler-Hammer	V48M28B22CU	V22052	1996		
9	1832517	D5020	**Secondary Transformer**	30 kVA	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	311 Building Exterior	Siemens	QL	3B5Y030	1996		
10	1832656	D5020	**Secondary Transformer**	75 kVA	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Body Shop Electrical Room	Cutler-Hammer	V48M28B75CU	V75039	1996		
11	1832719	D5020	**Secondary Transformer**	75 kVA	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Body Shop Electrical Room	General Electric	Illegible	Illegible			
12	1832566	D5020	**Secondary Transformer**	800 kVA	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Main Office Building Electrical Room	Square D	AA	79TS22C	1996		
13	1832690	D5020	**Motor Control Center w/ Main Breaker**	800 AMP	Transportation Facility / Fueling Station & Bus Wash Building	Bus Wash	Square D	Model 5	6219018-EO	1996		
14	1832561	D5020	**Motor Control Center w/ Main Breaker** [MC-2]	800 AMP	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Body Shop Electrical Room	General Electric	No tag/plate found	No tag/plate found	1996		
15	1832587	D5040	**LED Lighting Fixture**	400 Watt	Transportation Facility / Site	Front/Visitors Parking Lot						2

D70 Electronic Safety & Security

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832707	D7050	**Fire Alarm Control Panel**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Maintenance Shop Offices	Honeywell	MS-10UD	No tag/plate found			

E10 Equipment

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832586	E1030	**Commercial Icemaker, Freestanding**		Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Building 311	Ice-O-Matic	CIM0520FA	19061280010224	2006		

G30 Liquid & Gas Site Utilities

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832724	G3060	**Fuel Pump/Dispenser**		Transportation Facility / Fueling Station & Bus Wash Building	Fueling Station	Fuel Master	FMU3500	005068			
2	1832681	G3060	**Fuel Pump/Dispenser**		Transportation Facility / Fueling Station & Bus Wash Building	Fueling Station	Fuel Master	FMU 3500	005067			
3	1832625	G3060	**Fuel Pump/Dispenser**		Transportation Facility / Fueling Station & Bus Wash Building	Fueling Station	Angi Energy Systems	30727-01FF-100-2-B	SER010129			
4	1832551	G3060	**Fuel Pump/Dispenser**		Transportation Facility / Fueling Station & Bus Wash Building	Fueling Station	Angi Energy Systems	30727-01FF-100-1-B	SER010128			

G40 Electrical Site Improvements

Index	ID	UFCode	Component	Capacity	Building	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832663	G4050	**Pole Light**	1000 WATT	Transportation Facility / Site	311 Building Parking Lot						3
2	1832607	G4050	**Pole Light**	1000 WATT	Transportation Facility / Administration Building, Warehouse & Maintenance Shop	Bus Yard Parking Structure						14

SECTION IV-M
Parks and Recreation Office

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Parks and Recreation Office
1700 West Victoria Avenue
Montebello, California 90640

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BV PROJECT #:
142318.20R000-005.354

DATE OF REPORT:
June 26, 2020

ON SITE DATE:
May 12, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Office building
Main Address	1700 West Victoria Avenue, Montebello, California 90640
Site Developed	1998
Site Area	0.42 acres (estimated)
Parking Spaces	7 total spaces all in open lots; 0 of which are accessible Accessible parking is shared with street public parking
Building Area	6,300 SF
Number of Stories	One
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 12, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	same as above
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The building was constructed in 1998. It has a single story with no basement and is occupied by the Park and Recreation Office.

Architectural

The building consists of metal frame construction on concrete slabs with integral footings. In general, the structure appears to be sound, with no significant areas of settlement or structural-related deficiencies observed. The exterior envelope systems and components were observed to be performing adequately. The roof is flat with a modified bituminous finish in fair condition. The interior finishes have been well maintained throughout the building. Finishes have been replaced as needed and are anticipated for lifecycle replacement based on useful life and normal wear.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The majority of the MEPF systems and components are from 1998 and 2002. Heating and cooling are provided by rooftop packaged units. Domestic hot water is provided by two small local domestic water heaters. The main switchgear located in the utility closet. Building is protected by a fire alarm system but lacks a fire sprinkler system. Lifecycle replacement of the majority of the MEPF system is anticipated.

Site

The parking lot and sidewalks have been periodically repaved and sectionally replaced as needed over the years. The site contains limited landscaping, which is served by in-ground irrigation systems.

Recommended Additional Studies

No additional studies recommended at this time.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

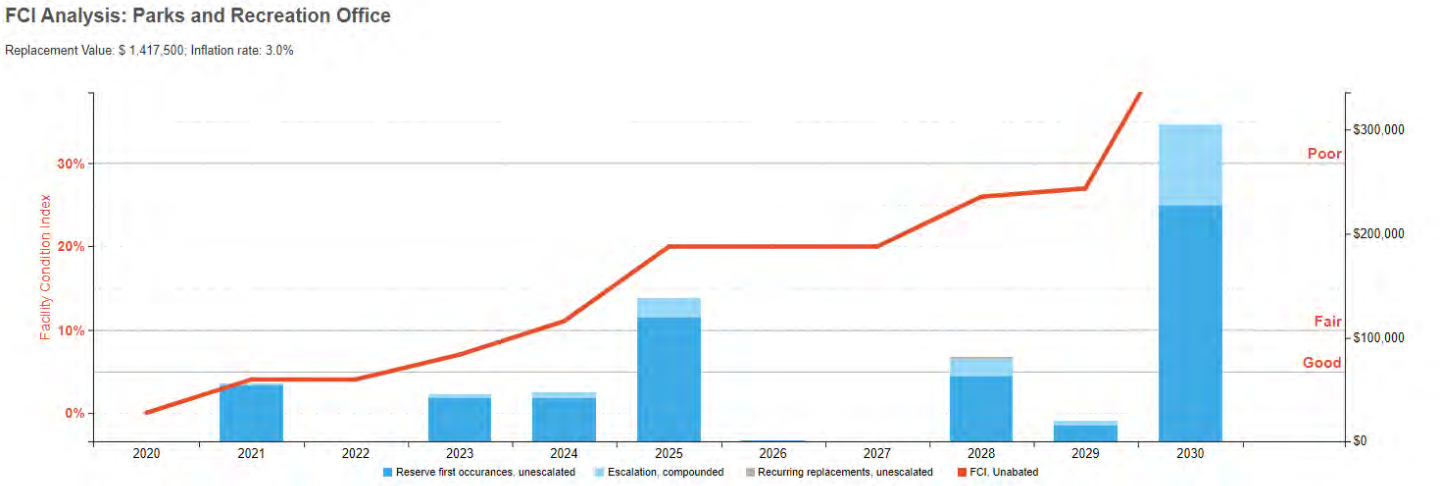
FCI Analysis

FCI Analysis | Parks and Recreation Office

Replacement Value *$ 1,417,500*	*Total SF* *6,300*	*Cost/SF* *$ 225*
Current FCI	$ 0	0.0 %
3-Year	$ 101,900	7.2 %
5-Year	$ 287,100	20.3 %
10-Year	$ 692,700	48.9 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

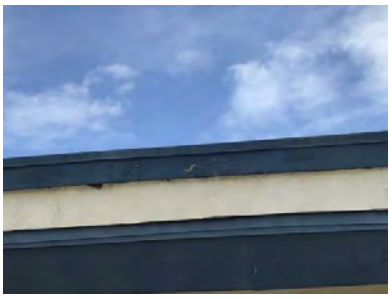
Needs by Year with Unaddressed FCI Over Time



Immediate Needs

None

Key Findings



Exterior Wall in Poor condition.

any Painted Surface, 1-2 Stories
Parks and Recreation Office Building exterior

Uniformat Code: B2011
Recommendation: **Prep & Paint in 2021**

Priority Score: **89.9**

Plan Type: Performance/Integrity

Cost Estimate: $600

**$**$$$

The fascia exhibits areas of deteriorated paint. - AssetCALC ID: 1832390



Interior Ceiling Finish in Poor condition.

Suspended Acoustical Tile (ACT)
Parks and Recreation Office Throughout building

Uniformat Code: C3032
Recommendation: **Replace in 2021**

Priority Score: **83.0**

Plan Type: Performance/Integrity

Cost Estimate: $400

**$**$$$

Stain areas were observed. Replacement of the effected tiles is recommended. - AssetCALC ID: 1832438



Building/Main Switchboard in Poor condition.

120/208 V, 400 Amp
Parks and Recreation Office Utility closet

Uniformat Code: D5012
Recommendation: **Replace in 2058**

Priority Score: **61.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $53,600

**$$$**$

Zinsco switchboard can had safety issue - AssetCALC ID: 1832419

No photo due to underground conditions.

Sprinkler System

Full Retrofit, Medium Density/Complexity
Parks and Recreation Office Throughout building

Uniformat Code: D4019
Recommendation: **Install in 2024**

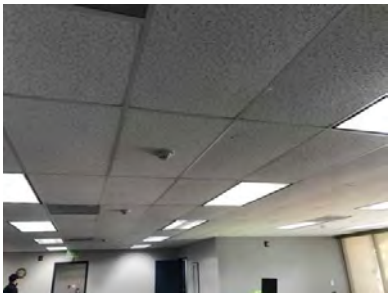
Priority Score: **60.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $42,200

**$$**$$

The building lacks a fire sprinkler system. - AssetCALC ID: 1833331



Lighting System in Fair condition.

Interior, Medium Density & Standard Fixtures
Parks and Recreation Office Throughout building

Uniformat Code: D5029
Recommendation: **Replace in 2030**

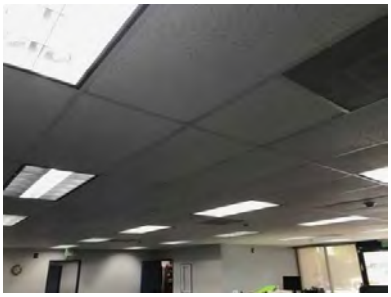
Priority Score: **60.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $67,500

**$$$**$

- AssetCALC ID: 1832426



Interior Ceiling Finish in Fair condition.

Suspended Acoustical Tile (ACT)
Parks and Recreation Office Throughout building

Uniformat Code: C3032
Recommendation: **Replace in 2033**

Priority Score: **55.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $26,700

**$$**$$

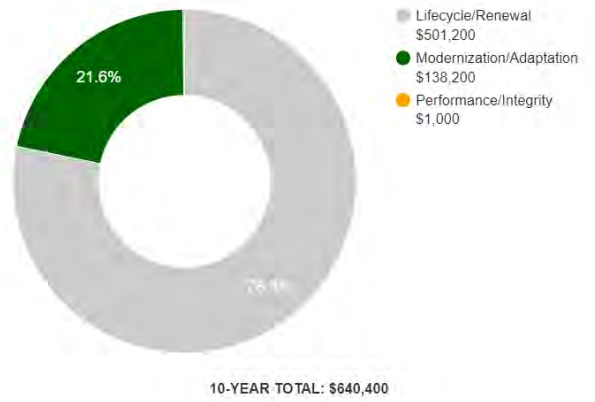
- AssetCALC ID: 1832420

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Steel frame with concrete-topped metal decks	Good
Façade	Stucco with aluminum windows	Fair
Roof	Primary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted gypsum board & ceramic tile Floors: Carpet, VCT and ceramic tile Ceilings: Painted gypsum board and ACT	Fair
Elevators	None	--
Plumbing	Copper supply and cast-iron waste & venting Electric water heaters Toilets, urinals, and sinks in all restrooms	Fair
HVAC	Individual rooftop package units	Fair

Systems Summary		
Fire Suppression	Fire extinguishers	Fair
Electrical	Source & Distribution: Main switchgear with copper wiring Interior Lighting: T-8 Emergency: none	Fair
Fire Alarm	Alarm panel, smoke detectors and exit signs	Fair
Equipment/Special	None	--
Site Pavement	Asphalt lots with areas of concrete and concrete sidewalks, curbs and ramps	Fair
Site Development	Building-mounted signage, chain-link fencing and CMU wall Site lights Trash receptacle	Fair
Landscaping and Topography	Limited landscaping features Irrigation present No retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Good
Site Lighting	Pole-mounted: incandescent, T-8, T-12, metal halide Building-mounted: LED	Fair
Ancillary Structures	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire suppression, repair deteriorated paint on the east fascia, replace damaged ACT tiles, switch gear is obsolete.	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$600	$39,600	-	$102,800	$143,000
Roofing	-	-	$1,100	$114,600	$1,400	$117,100
Interiors	-	$400	$66,800	$20,100	$160,200	$247,500
Plumbing	-	-	-	$1,600	$30,900	$32,500
Fire Suppression	-	-	$48,800	-	$1,700	$50,500
HVAC	-	$43,200	-	$45,400	-	$88,500
Electrical	-	$55,200	$3,100	$94,100	$278,500	$430,900
Fire Alarm & Comm	-	-	$26,100	$78,900	$83,200	$188,200
Equipment/Special	-	-	-	$6,500	$14,900	$21,300
Pavement	-	$2,400	-	$26,100	$7,100	$35,600
Site Development	-	-	-	$2,700	$14,300	$17,000
Site Lighting	-	-	-	$14,400	-	$14,400
Landscaping	-	-	-	$4,000	-	$4,000
TOTALS	**-**	**$101,800**	**$185,500**	**$408,400**	**$695,000**	**$1,390,500**

3. Property Space Use and Observed Areas

Unit Allocation

All 6,300 square feet of the property are occupied by the City of Montebello. The spaces are mostly a combination of offices, conference rooms with supporting restrooms, administrative offices, and other utility spaces.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roof.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1998. The facility was not subsequently renovated. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

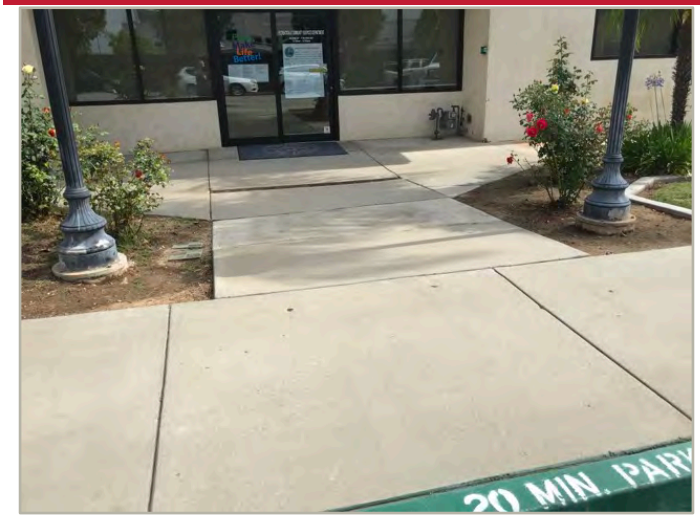
An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☐	☐	☒
Elevators		N/A	
Kitchens/Kitchenettes		N/A	

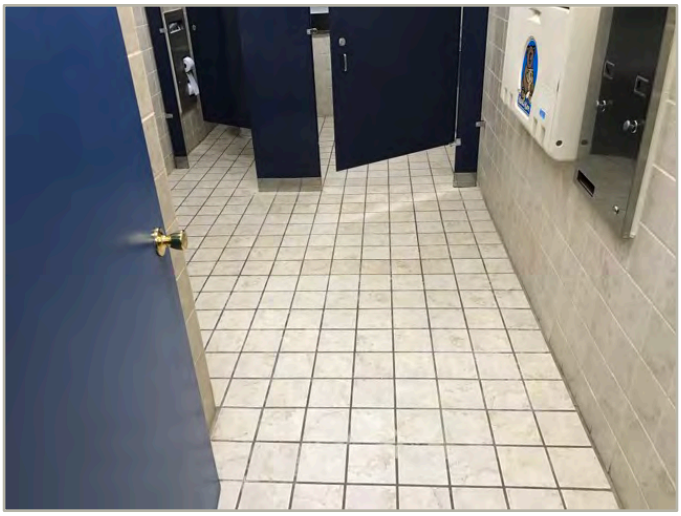
Campus Accessibility: Photographic Overview



Building entrance with ramp



Interior path of travel



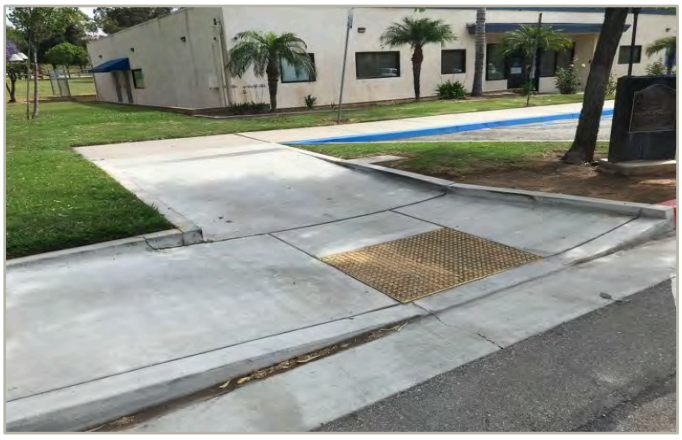
Accessible restroom accommodations



Accessible restroom accommodations



Accessible parking



Exterior path of travel

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed, or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Park and Recreation Office, 1700 West Victoria Avenue, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Nezar M. Tibi,
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Reviewed by:



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Technical Report Reviewer for
Mark Surdam
Program Manager
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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



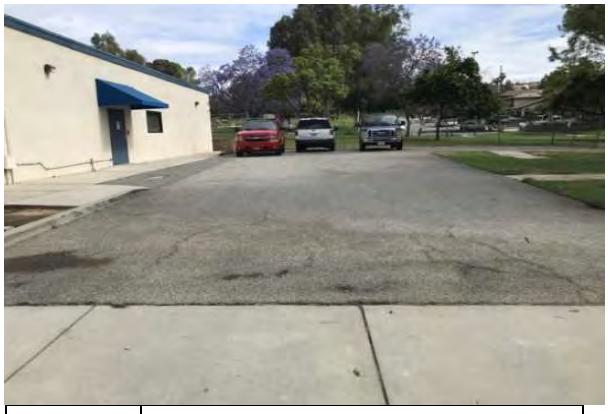
2	RIGHT ELEVATION



3	REAR ELEVATION



4	LEFT ELEVATION



5	PARKING LOTS



6	ADA STREET PARKING LOTS



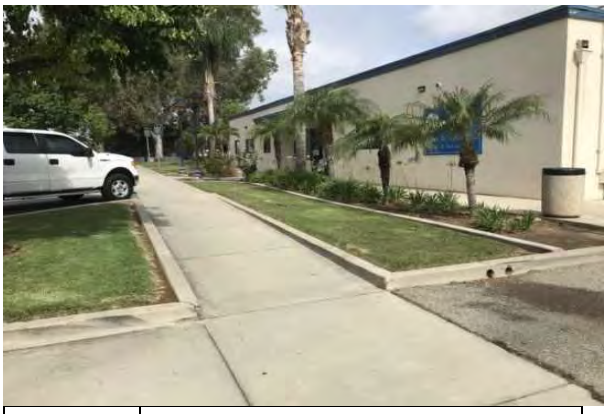
7	EXTERIOR FENCE



8	LANDSCAPING



9	AWNING



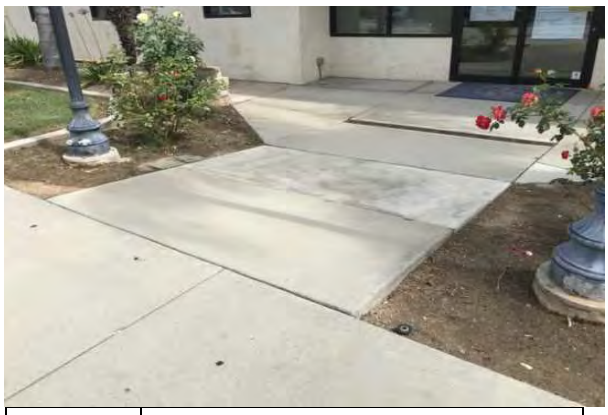
10	SIDEWALK AND EXTERIOR RAMP



11	BUILDING SIGNAGE



12	SITE POLE LIGHT



13	MAIN RAMP ENTRANCE



14	TRASH RECEPTACLE



15	ROOF



16	GUTTERS AND DOWNSPOUTS



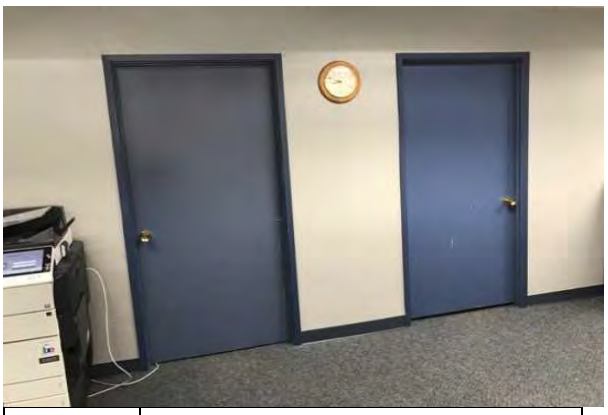
17	BUILDING EXTERIOR LIGHT



18	WINDOW



19	EXTERIOR DOOR



20	INTERIOR DOORS



21	PACKAGED UNIT (RTU)



22	BUILDING/MAIN SWITCHBOARD



23	FULL ELECTRICAL SYSTEM



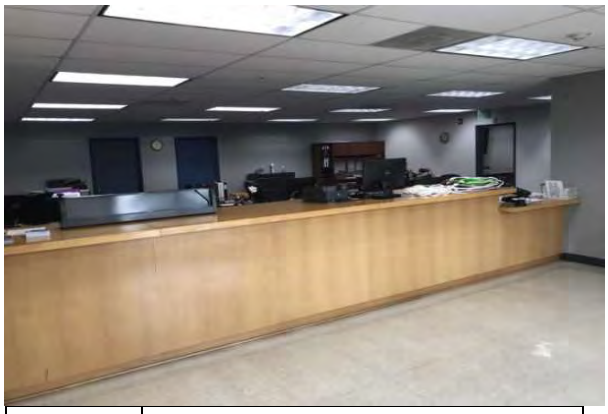
24	WATER HEATER



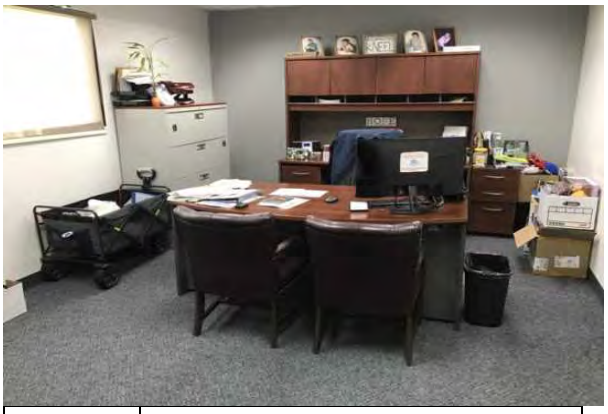
25	FIRE ALARM CONTROL PANEL



26	SECURITY/SURVEILLANCE SYSTEM



27	LOBBY



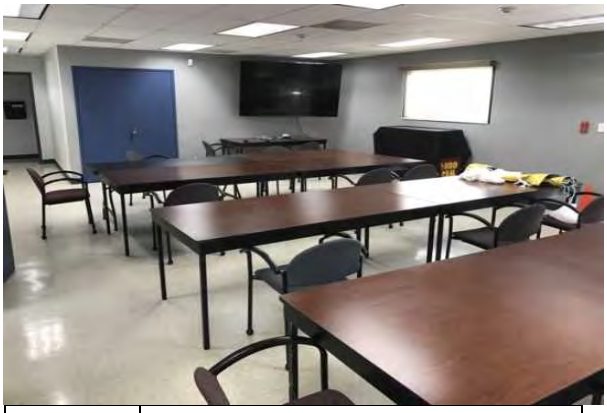
28	OFFICE



29	OFFICE



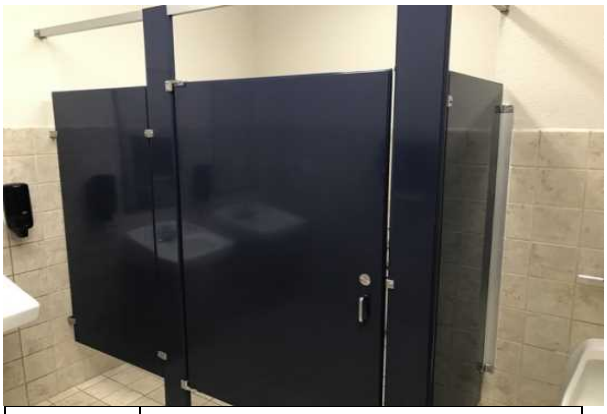
30	CONFERENCE ROOM



31	MEETING ROOM



32	KITCHEN



33	TOILET PARTITIONS



34	TOILET



35	URINAL



36	SINK/LAVATORY

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-005.354	Parks and Recreation Office
Source	**On-Site Date**
Google	May 12, 2020

N

Appendix C:

Pre - Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Poor	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	150 SF	1	1832390
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	8,500 SF	5	1832404
B2021	Building exterior	Fair	Window, 12 SF	14	15	1832425
B2031	Building exterior	Fair	Exterior Door, Aluminum-Framed Motor-Operated Swinging/Sliding Fully-Glazed	1	17	1832391
B2032	Building exterior	Fair	Exterior Door, Steel	4	18	1832401
Roofing						
B3011	Roof	Fair	Roof, Modified Bituminous	6,300 SF	10	1832397
B3016	Building exterior	Fair	Gutters & Downspouts, Aluminum w/ Fittings	80 LF	10	1832429
B3019	Building exterior	Fair	Awning, 32 SF	3	5	1832437
Interiors						
C1021	Throughout building	Fair	Interior Door, Wood Solid-Core	32	22	1832442
C1023	Building exterior	Fair	Door Hardware System, Office (per Door)	37	15	1833056
C1031	Restrooms- men	Fair	Toilet Partitions, Plastic/Laminate	1	12	1832392
C1031	Restrooms- women	Fair	Toilet Partitions, Plastic/Laminate	2	12	1832399
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	9,000 SF	5	1832434
C3012	Restrooms	Fair	Interior Wall Finish, Ceramic Tile	600 SF	22	1832423
C3024	Throughout building	Fair	Interior Floor Finish, Vinyl Tile (VCT)	2,300 SF	9	1832431
C3024	Restrooms	Fair	Interior Floor Finish, Ceramic Tile	200 SF	22	1832430
C3025	Throughout building	Fair	Interior Floor Finish, Carpet Commercial Standard	3,800 SF	5	1832435
C3031	Restrooms	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	500 SF	5	1832418
C3032	Throughout building	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	5,700 SF	13	1832420
C3032	Throughout building	Poor	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	100 SF	1	1832438
Plumbing						
D2011	Restrooms- women	Fair	Toilet, GPF	2	15	1832394
D2011	Restrooms- conference room	Fair	Toilet, GPF	1	15	1832436
D2011	Restrooms- men	Fair	Toilet, GPF	1	15	1832439
D2012	Restrooms- men	Fair	Urinal, GPF	1	15	1832415
D2014	Restrooms- women	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	15	1832432
D2014	Kitchen	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	15	1832424
D2014	Janitor closet	Fair	Service Sink, Floor	1	18	1832441
D2014	Restrooms- conference	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	1	14	1832408
D2014	Restrooms- men	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	15	1832428
D2023	Janitor closet	Fair	Water Heater, 15 GAL	1	6	1832422
D2023	Closet	Fair	Water Heater, 15 GAL	1	6	1832395
Fire Suppression						
D4019	Throughout building	NA	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	6,300 SF	4	1833331
D4031	Throughout building	Fair	Fire Extinguisher, Type ABC, up to 20 LB	6	5	1832407

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
HVAC						
D3041	Throughout	Fair	HVAC System Ductwork, Medium Density	6,300 SF	10	1833057
D3052	Roof	Fair	Packaged Unit (RTU), 2 TON	1	3	1832443
D3052	Roof	Fair	Packaged Unit (RTU), 2 TON	1	3	1832398
D3052	Roof	Fair	Packaged Unit (RTU), 3 TON	1	3	1832388
D3052	Roof	Fair	Packaged Unit (RTU), 2 TON	1	3	1832400
D3052	Roof	Fair	Packaged Unit (RTU), 2 TON	1	3	1832411
Electrical						
D5012	Utility closet	Poor	Building/Main Switchboard, 120/208 V, 400 Amp	1	38	1832419
D5019	Throughout building	Fair	Full Electrical System Upgrade, Medium Density/Complexity	6,300 SF	20	1832406
D5022	Building exterior	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	9	10	1832416
D5029	Throughout building	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	6,300 SF	10	1832426
D5092	Throughout building	Fair	Exit Sign Light Fixture, LED	9	5	1832387
Fire Alarm & Comm						
D5037	Throughout building	Fair	Fire Alarm System, Standard Addressable, Upgrade/Install	6,300 SF	12	1832405
D5037	Utility closet	Fair	Fire Alarm Control Panel, Addressable	1	8	1832414
D5038	Throughout building	Fair	Card Reader	14	5	1832389
D5038	Throughout building	Fair	Security/Surveillance System, Cameras and CCTV, Install	6,300 SF	8	1832412
Equipment/Special						
E1094	Kitchen	Good	Residential Appliances, Refrigerator, 14-18 CF	1	14	1832421
E2012	Front office	Fair	Wood Cabinetry, Stock Hardwood	24 LF	12	1832410
E2012	Kitchen	Fair	Kitchen Cabinetry, Stock Hardwood	12 LF	10	1832417
Pavement						
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	3,700 SF	10	1832433
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	3,700 SF	3	1832393
G2031	Sidewalk	Good	Pedestrian Pavement, Sidewalk, Concrete Large Areas	3,900 SF	35	1832440
Site Development						
G2041	Site	Fair	Fence or Screen Walls, Concrete Block (CMU)	650 SF	22	1832413
G2041	Site	Fair	Fences & Gates, Chain Link, 8' High	200 LF	18	1832409
G2044	Building exterior	Fair	Signage, Property, Building or Pole-Mounted	1	10	1832396
G2045	Site	Fair	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	1	15	1832427
Landscaping						
G2057	Landscaping	Fair	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	2,200 SF	10	1832403
Site Lighting						
G4021	Front entrance	Fair	Site Pole Light, 80 - 100 WATT, Replace/Install	2	10	1832402

Appendix E:
Replacement Reserves

Replacement Reserves Report

Parks and Recreation Office

6/26/2020

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Parks and Recreation Office	B2011	1832390	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	9	1	150	SF	$3.00	$450		$450										$450										**$900**
Parks and Recreation Office	B2011	1832404	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	8500	SF	$3.00	$25,500						$25,500									$25,500							**$51,000**
Parks and Recreation Office	B2021	1832425	Window, 12 SF, Replace	30	15	15	14	EA	$650.00	$9,100															$9,100							**$9,100**
Parks and Recreation Office	B2031	1832391	Exterior Door, Aluminum-Framed Motor-Operated Swinging/Sliding Fully-Glazed, Replace	30	13	17	1	EA	$11,000.00	$11,000																	$11,000					**$11,000**
Parks and Recreation Office	B2032	1832401	Exterior Door, Steel, Replace	40	22	18	4	EA	$600.00	$2,400																		$2,400				**$2,400**
Parks and Recreation Office	B3011	1832397	Roof, Modified Bituminous, Replace	20	10	10	6300	SF	$10.00	$63,000											$63,000											**$63,000**
Parks and Recreation Office	B3016	1832429	Gutters & Downspouts, Aluminum w/ Fittings, Replace	20	10	10	80	LF	$9.00	$720											$720											**$720**
Parks and Recreation Office	B3019	1832437	Awning, 32 SF, Replace	10	5	5	3	EA	$250.00	$750						$750										$750							**$1,500**
Parks and Recreation Office	C1023	1833056	Door Hardware System, Office (per Door), Replace	30	15	15	37	EA	$350.00	$12,950																$12,950							**$12,950**
Parks and Recreation Office	C1031	1832392	Toilet Partitions, Plastic/Laminate, Replace	20	8	12	1	EA	$750.00	$750													$750										**$750**
Parks and Recreation Office	C1031	1832399	Toilet Partitions, Plastic/Laminate, Replace	20	8	12	2	EA	$750.00	$1,500													$1,500										**$1,500**
Parks and Recreation Office	C3012	1832434	Interior Wall Finish, any surface, Prep & Paint	10	5	5	9000	SF	$1.50	$13,500						$13,500									$13,500							**$27,000**
Parks and Recreation Office	C3024	1832431	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	6	9	2300	SF	$5.00	$11,500										$11,500												**$11,500**
Parks and Recreation Office	C3025	1832435	Interior Floor Finish, Carpet Commercial Standard, Replace	10	5	5	3800	SF	$7.50	$28,500						$28,500									$28,500							**$57,000**
Parks and Recreation Office	C3031	1832418	Interior Ceiling Finish, any flat surface, Prep & Paint	10	5	5	500	SF	$2.00	$1,000						$1,000									$1,000							**$2,000**
Parks and Recreation Office	C3032	1832438	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	24	1	100	SF	$3.50	$350		$350																				**$350**
Parks and Recreation Office	C3032	1832420	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	12	13	5700	SF	$3.50	$19,950														$19,950								**$19,950**
Parks and Recreation Office	D2011	1832394	Toilet, GPF, Replace	30	15	15	2	EA	$1,300.00	$2,600																$2,600							**$2,600**
Parks and Recreation Office	D2011	1832436	Toilet, GPF, Replace	30	15	15	1	EA	$1,300.00	$1,300																$1,300							**$1,300**
Parks and Recreation Office	D2011	1832439	Toilet, GPF, Replace	30	15	15	1	EA	$1,300.00	$1,300																$1,300							**$1,300**
Parks and Recreation Office	D2012	1832415	Urinal, GPF, Replace	30	15	15	1	EA	$600.00	$600																$600							**$600**
Parks and Recreation Office	D2014	1832408	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	16	14	1	EA	$1,100.00	$1,100															$1,100								**$1,100**
Parks and Recreation Office	D2014	1832432	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	2	EA	$1,500.00	$3,000																$3,000							**$3,000**
Parks and Recreation Office	D2014	1832424	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	15	15	1	EA	$1,200.00	$1,200																$1,200							**$1,200**
Parks and Recreation Office	D2014	1832428	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	2	EA	$1,500.00	$3,000																$3,000							**$3,000**
Parks and Recreation Office	D2014	1832441	Service Sink, Floor, Replace	35	17	18	1	EA	$800.00	$800																			$800				**$800**
Parks and Recreation Office	D2023	1832422	Water Heater, 15 GAL, Replace	15	9	6	1	EA	$550.00	$550							$550																**$550**
Parks and Recreation Office	D2023	1832395	Water Heater, 15 GAL, Replace	15	9	6	1	EA	$550.00	$550							$550																**$550**
Parks and Recreation Office	D3041	1833057	HVAC System Ductwork, Medium Density, Replace	30	20	10	6300	SF	$4.00	$25,200											$25,200											**$25,200**
Parks and Recreation Office	D3052	1832443	Packaged Unit (RTU), 2 TON, Replace	20	17	3	1	EA	$5,500.00	$5,500				$5,500																			**$5,500**
Parks and Recreation Office	D3052	1832398	Packaged Unit (RTU), 2 TON, Replace	20	17	3	1	EA	$5,500.00	$5,500				$5,500																			**$5,500**
Parks and Recreation Office	D3052	1832388	Packaged Unit (RTU), 3 TON, Replace	20	17	3	1	EA	$7,500.00	$7,500				$7,500																			**$7,500**
Parks and Recreation Office	D3052	1832400	Packaged Unit (RTU), 2 TON, Replace	20	17	3	1	EA	$5,500.00	$5,500				$5,500																			**$5,500**
Parks and Recreation Office	D3052	1832411	Packaged Unit (RTU), 2 TON, Replace	20	17	3	1	EA	$5,500.00	$5,500				$5,500																			**$5,500**
Parks and Recreation Office	D4019	1833331	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	40	36	4	6300	SF	$5.00	$31,500					$31,500																		**$31,500**
Parks and Recreation Office	D4031	1832407	Fire Extinguisher, Type ABC, up to 20 LB, Replace	10	5	5	6	EA	$150.00	$900						$900										$900							**$1,800**
Parks and Recreation Office	D5019	1832406	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	20	20	6300	SF	$18.00	$113,400																					$113,400		**$113,400**
Parks and Recreation Office	D5022	1832416	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	10	10	9	EA	$210.00	$1,890											$1,890											**$1,890**
Parks and Recreation Office	D5029	1832426	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	10	10	6300	SF	$8.00	$50,400											$50,400											**$50,400**
Parks and Recreation Office	D5037	1832414	Fire Alarm Control Panel, Addressable, Replace	15	7	8	1	EA	$15,000.00	$15,000									$15,000													**$15,000**
Parks and Recreation Office	D5037	1832405	Fire Alarm System, Standard Addressable, Upgrade/Install	20	8	12	6300	SF	$4.00	$25,200													$25,200									**$25,200**
Parks and Recreation Office	D5038	1832389	Card Reader, , Replace	10	5	5	14	EA	$1,200.00	$16,800						$16,800										$16,800							**$33,600**
Parks and Recreation Office	D5038	1832412	Security/Surveillance System, Cameras and CCTV, Install	15	7	8	6300	SF	$5.00	$31,500									$31,500													**$31,500**
Parks and Recreation Office	D5092	1832387	Exit Sign Light Fixture, LED, Replace	10	5	5	9	EA	$220.00	$1,980						$1,980										$1,980							**$3,960**
Parks and Recreation Office	E1094	1832421	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	1	14	1	EA	$600.00	$600															$600								**$600**
Parks and Recreation Office	E2012	1832417	Kitchen Cabinetry, Stock Hardwood, Replace	20	10	10	12	LF	$300.00	$3,600											$3,600											**$3,600**
Parks and Recreation Office	E2012	1832410	Wood Cabinetry, Stock Hardwood, Replace	20	8	12	24	LF	$300.00	$7,200													$7,200									**$7,200**
Parks and Recreation Office	G2022	1832393	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	3700	SF	$0.45	$1,665				$1,665					$1,665					$1,665							$1,665		**$6,660**
Parks and Recreation Office	G2022	1832433	Parking Lots, Asphalt Pavement, Mill & Overlay	25	15	10	3700	SF	$3.50	$12,950											$12,950											**$12,950**
Parks and Recreation Office	G2041	1832409	Fences & Gates, Chain Link, 8' High, Replace	40	22	18	200	LF	$25.00	$5,000																			$5,000			**$5,000**
Parks and Recreation Office	G2044	1832396	Signage, Property, Building or Pole-Mounted, Replace	20	10	10	1	EA	$1,500.00	$1,500											$1,500											**$1,500**
Parks and Recreation Office	G2045	1832427	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	10	15	1	EA	$1,400.00	$1,400																$1,400							**$1,400**
Parks and Recreation Office	G2057	1832403	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	20	10	10	2200	SF	$1.00	$2,200											$2,200											**$2,200**
Parks and Recreation Office	G4021	1832402	Site Pole Light, 80 - 100 WATT, Replace/Install	20	10	10	2	EA	$4,000.00	$8,000											$8,000											**$8,000**
Totals, Unescalated											**$0**	**$800**	**$0**	**$31,165**	**$31,500**	**$88,930**	**$1,100**	**$0**	**$48,165**	**$11,500**	**$169,460**	**$450**	**$34,650**	**$21,615**	**$1,700**	**$125,380**	**$0**	**$11,000**	**$9,865**	**$0**	**$113,400**	**$700,680**
Totals, Escalated (3.0% inflation, compounded annually)											**$0**	**$824**	**$0**	**$34,055**	**$35,454**	**$103,094**	**$1,313**	**$0**	**$61,014**	**$15,005**	**$227,740**	**$623**	**$49,403**	**$31,742**	**$2,571**	**$195,338**	**$0**	**$18,181**	**$16,795**	**$0**	**$204,813**	**$997,965**

Appendix F:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832422	D2023	**Water Heater**	15 GAL	Janitor closet	No tag/plate found	No tag/plate found	No tag/plate found			
2	1832395	D2023	**Water Heater**	15 GAL	Closet	No tag/plate found	No tag/plate found	No tag/plate found			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832443	D3052	**Packaged Unit (RTU)**	2 TON	Roof	Carrier	YCC024F1L0BE***	N233YD72H	1998		
2	1832398	D3052	**Packaged Unit (RTU)**	2 TON	Roof	Carrier	48GSN024040301	0801G10086	2001		
3	1832400	D3052	**Packaged Unit (RTU)**	2 TON	Roof	Carrier	48GXN024040301	0902G20758	2002		
4	1832411	D3052	**Packaged Unit (RTU)**	2 TON	Roof	Carrier	48GXN024040301	0902G20758	2002		
5	1832388	D3052	**Packaged Unit (RTU)**	3 TON	Roof	Carrier	48GXN036060301	0402G22036	2002		

D40 FIRE PROTECTION

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832407	D4031	**Fire Extinguisher**		Throughout building						6

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832419	D5012	**Building/Main Switchboard**	400 AMP	Utility closet	Zinsco			1998		
2	1832416	D5022	**Light Fixture**		Building exterior						9
3	1832414	D5037	**Fire Alarm Control Panel**		Utility closet	Honeywell	5808				
4	1832389	D5038	**Card Reader**		Throughout building						14
5	1832387	D5092	**Exit Sign Light Fixture**		Throughout building						9

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832421	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen	Samsung	RF263BEAESR		2019		

G40 OTHER

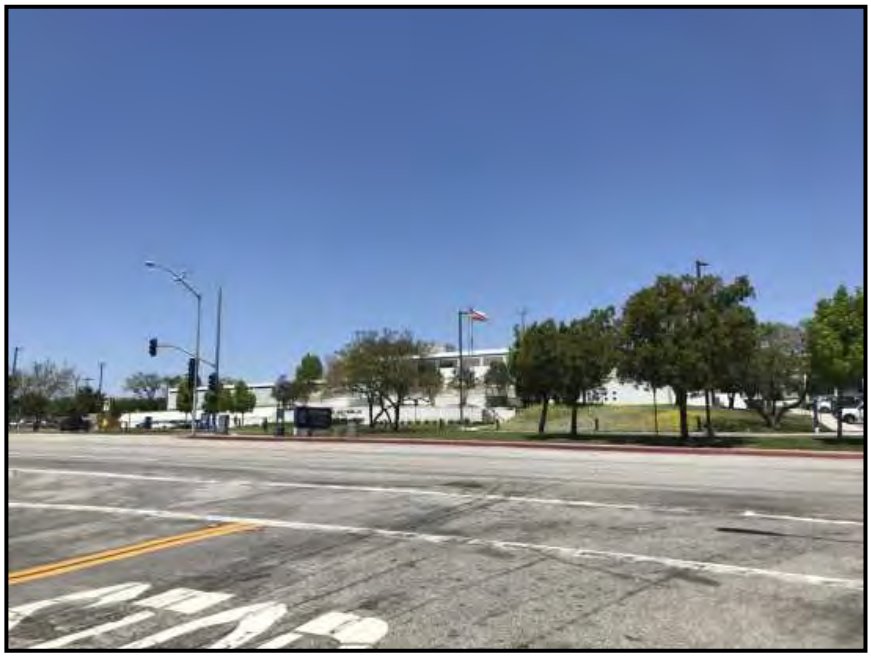
Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832402	G4021	**Site Pole Light**	100 WATT	Front entrance						2

SECTION IV-N
City Hall

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



City Hall
1600 West Beverly Boulevard
Montebello, California 90640

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BV PROJECT #:
142318.20R000-015.354

DATE OF REPORT:
June 26, 2020

ON SITE DATE:
May 5, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	City Hall / Office building
Main Address	1600 West Beverly Boulevard, Montebello, California 90640
Site Developed	1960's Partially Renovated 2020 at Southeast wing
Site Area	5.25 acres (estimated)
Parking Spaces	228 total spaces all in open lots; 6 of which are accessible
Building Area	40,250 SF
Number of Stories	Two
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 5, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Same as above
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The City Hall Building was originally constructed in 1960's. The building had limited renovation throughout the years. The basement is used for the maintenance and tools department.

Architectural

The building consists of metal frame construction on concrete slabs with integral footings. In general, the structure appears to be sound, with no significant areas of settlement or structural-related deficiencies observed. The exterior envelope systems and components were observed to be performing adequately. The southeast wing was completely renovated in 2020. The roof was completely replaced with a PVC roofing materials in 2020 as well. The interior finishes have been well maintained throughout the building. Finishes have been replaced as needed, and are anticipated for lifecycle replacement based on useful life and normal wear.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The majority of the MEPF systems and components are 2008 and 2010. Heating and cooling are provided by rooftop packaged units. Domestic hot water is provided by local domestic water heaters. A main switchboard located in the electrical room at the basement. Buildings are protected by a fire alarm system but lacks a fire sprinkler system. Lifecycle replacement of the majority of the MEPF system is anticipated.

Site

The parking lots and sidewalks have been periodically repaved and sectionally replaced as-needed over the years. Isolated areas of alligator asphalt and cracking concrete sidewalks were observed. The site contains moderate landscaping, which is served by in-ground irrigation systems.

Recommended Additional Studies

No additional studies recommended at this time.

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

FCI Analysis | City Hall

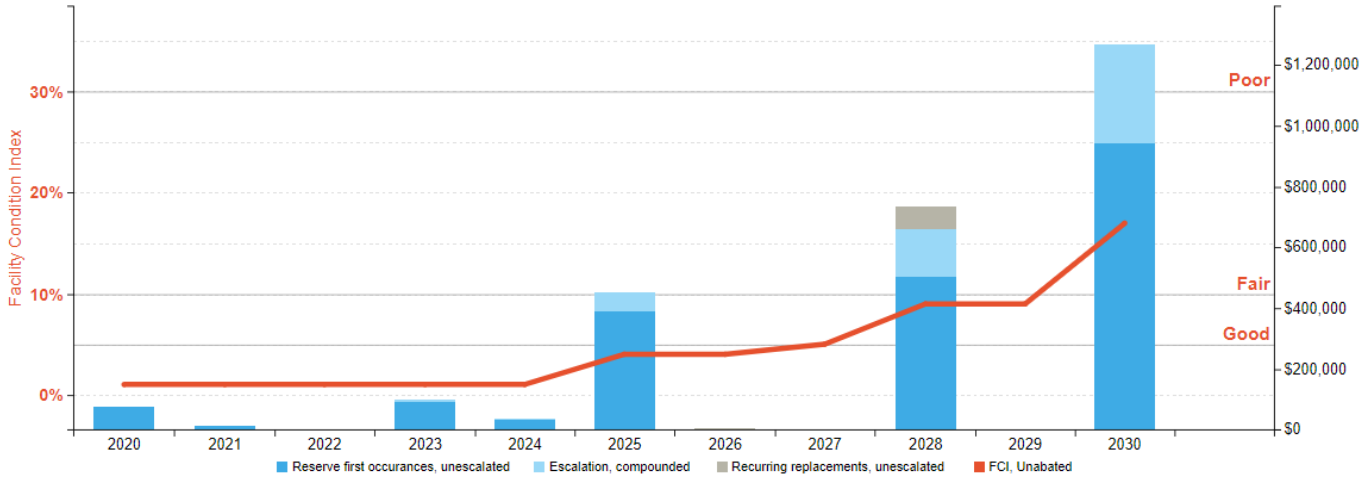
Replacement Value *$ 15,093,800*	*Total SF* *40,250*	*Cost/SF* *$ 375*
Current FCI	$ 75,600	0.5 %
3-Year	$ 190,000	1.3 %
5-Year	$ 676,500	4.5 %
10-Year	$ 2,585,600	17.1 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: City Hall

Replacement Value: $ 15,093,750; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
City Hall	5	$75,526
Total	**5**	**$75,526**

City Hall

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1831062	City Hall	Z106X	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	NA	Accessibility	$4,019
1829878	City Hall	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
1829547	City Hall	Z108X	ADA, Restroom, Unisex Single Occupant, Full Conversion, Renovate	NA	Accessibility	$20,093
1829604	City Hall	Z108X	ADA, Restroom, Full Reconfiguration, Renovate	NA	Accessibility	$40,187
1829610	City Hall	Z108X	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	NA	Accessibility	$1,181
Total (5 items)						**$75,526**

Key Findings



Roof Hatch in Poor condition.

Metal
City Hall Roof- west wing

Uniformat Code: B3022
Recommendation: **Replace in 2021**

Priority Score: **88.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,700

**$**$$$

Broken hinges need replacement - AssetCALC ID: 1829626



Parking Lots in Poor condition.

Asphalt Pavement
City Hall Parking lot

Uniformat Code: G2022
Recommendation: **Seal & Stripe in 2021**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,500

**$**$$$

Isolated areas of alligator parking asphalt. - AssetCALC ID: 1829510



Pedestrian Pavement in Poor condition.

Sidewalk, Concrete Sections/Small Areas
City Hall Sidewalk

Uniformat Code: G2031
Recommendation: **Replace in 2021**

Priority Score: **86.0**

Plan Type:
Performance/Integrity

Cost Estimate: $8,000

**$**$$$

Isolated areas of cracked concrete sidewalk. - AssetCALC ID: 1829531



Main Distribution Panel in Fair condition.

600 AMP
City Hall Electrical room- basement

Uniformat Code: D5012
Recommendation: **Replace in 2034**

Priority Score: **61.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $9,400

**$**$$$

- AssetCALC ID: 1829635

No photo due to underground conditions.

Sprinkler System

Full Retrofit, Medium Density/Complexity
City Hall Throughout building

Uniformat Code: D4019
Recommendation: **Install in 2056**

Priority Score: **60.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $269,600

$$$$

The building lacks fire sprinkler system - AssetCALC ID: 1829593



Condensing Unit/Heat Pump in Fair condition.

5 TON
City Hall Building exterior

Uniformat Code: D3032
Recommendation: **Replace in 2025**

Priority Score: **58.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $9,500

**$**$$$

- AssetCALC ID: 1829565



Interior Ceiling Finish in Poor condition.

Suspended Acoustical Tile (ACT)
City Hall Throughout building

Uniformat Code: C3032
Recommendation: **Replace in 2021**

Priority Score: **56.0**

Plan Type: Modernization/Adaptation

Cost Estimate: $2,300

**$**$$$

Replace stained tiles due to previous leaks. - AssetCALC ID: 1829637

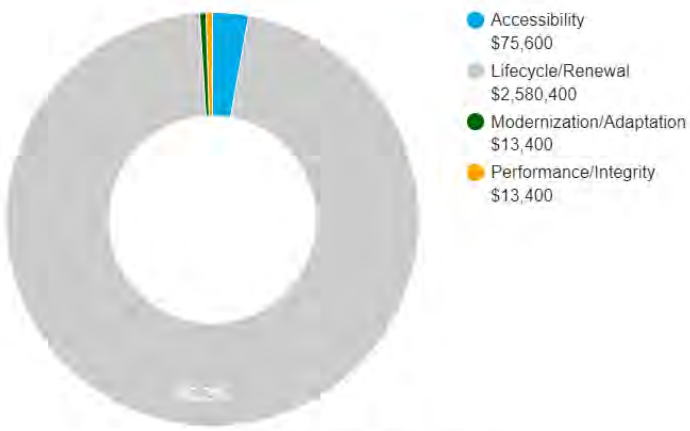
Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the “why” part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the “best” fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Descriptions

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $2,682,800

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Stucco with aluminum windows	Fair
Roof	Primary: Flat construction with single-ply TPO/PVC membrane	Good
Interiors	Walls: Painted gypsum board, wood paneling, ceramic tiles and Unfinished Floors: Carpet, VCT, ceramic tile, vinyl sheeting, terrazzo and Unfinished Ceilings: Painted gypsum board, ACT and Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting Gas water Toilets, urinals, and sinks in all restrooms	Fair
HVAC	Individual package units and condensing unit Supplemental components: CRAC Air cooled units	Fair

Systems Summary		
Fire Suppression	Fire extinguishers, hose cabinets	Fair
Electrical	Source & Distribution: Main switchboard and panels with copper wiring Interior Lighting: T-8, T-12 and incandescent Emergency: Diesel generator	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, back-up emergency lights, and exit signs	Fair
Equipment/Special	None	--
Site Pavement	Asphalt lots with areas of concrete and concrete sidewalks, bricks, curbs, ramps, and stairs	Fair
Site Development	Property entrance signage, chain-link fencing, CMU dumpster enclosure Site lights Limited picnic tables, trash receptacles Water Fountain	Fair
Landscaping and Topography	Limited landscaping features Irrigation present Front retaining walls Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: LED Building-mounted: LED Pedestrian walkway lighting	Fair
Ancillary Structures	Lunch shelter	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Building lacks fire suppression, isolated areas of alligator cracking, isolated areas of sidewalk cracking, replace stained ceiling tiles (ACT), repair roof hatch hinges at west wing	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	$600	-	$800	$1,400
Facade	-	-	$214,300	-	$673,800	$888,100
Roofing	-	$1,800	-	-	$1,416,800	$1,418,600
Interiors	-	$18,500	$193,400	$205,100	$1,309,400	$1,726,500
Plumbing	-	$1,900	-	$4,500	$1,124,200	$1,130,600
Fire Suppression	-	-	$8,900	-	$11,900	$20,700
HVAC	-	-	$11,000	$452,300	$17,200	$480,500
Electrical	-	-	$6,100	$370,900	$2,065,500	$2,442,500
Fire Alarm & Comm	-	-	$52,200	$555,600	$70,100	$677,900
Equipment/Special	-	-	-	$157,000	$87,000	$244,000
Site Development	-	-	-	$15,700	$45,000	$60,700
Pavement	-	$92,200	-	$99,800	$1,086,600	$1,278,500
Site Lighting	-	-	-	$145,500	$20,100	$165,500
Landscaping	-	-	-	-	$65,900	$65,900
Accessibility	$75,600	-	-	-	-	$75,600
TOTALS	**$75,600**	**$114,400**	**$486,500**	**$2,006,400**	**$7,994,300**	**$10,677,000**

3. Property Space Use and Observed Areas

Unit Allocation

All 40,250 square feet of the property are occupied by the City of Montebello. The spaces are mostly a combination of offices, conference rooms and chamber with supporting restrooms, administrative offices, and mechanical and other utility spaces.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roof.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1960's. The facility was subsequently renovated over the last few years. The southeast wing had a complete renovation in 2020. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior or pending litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

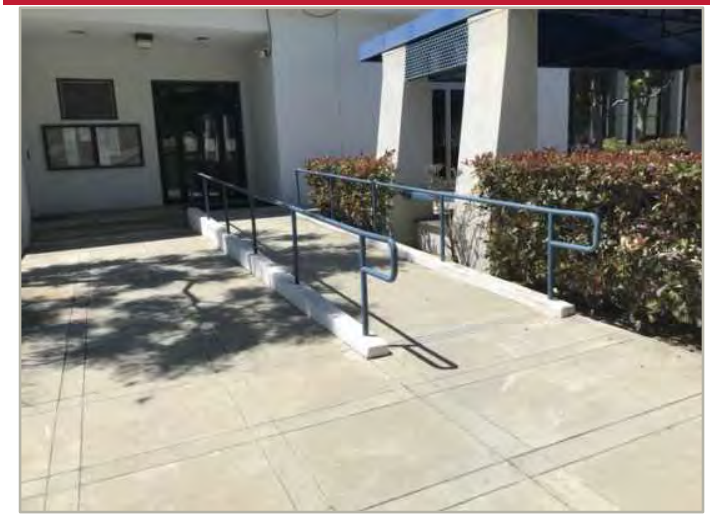
Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues			
	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☐	☒	☐

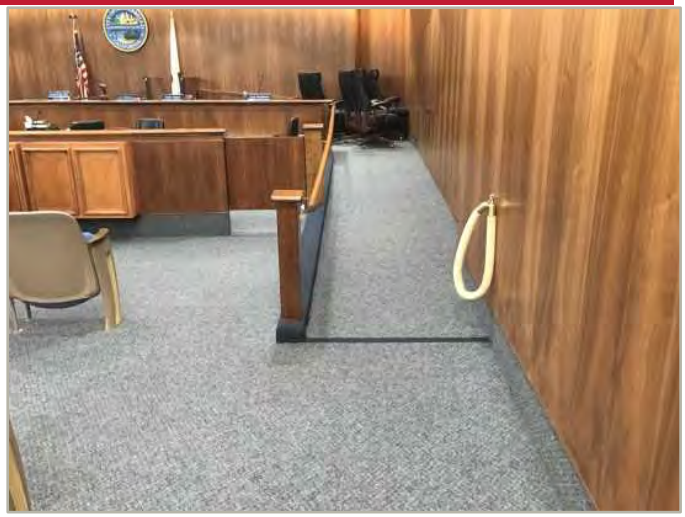
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Elevators		N/A	
Kitchens/Kitchenettes		N/A	

Campus Accessibility: Photographic Overview



Building entrance with ramp



Interior ramp



Accessible restroom accommodations



Interior path of travel



Accessible parking



Accessible parking with ramp

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few door knobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few door knobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of City Hall, 1600 West Beverly Boulevard, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

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Reviewed by:



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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



2	LEFT ELEVATION



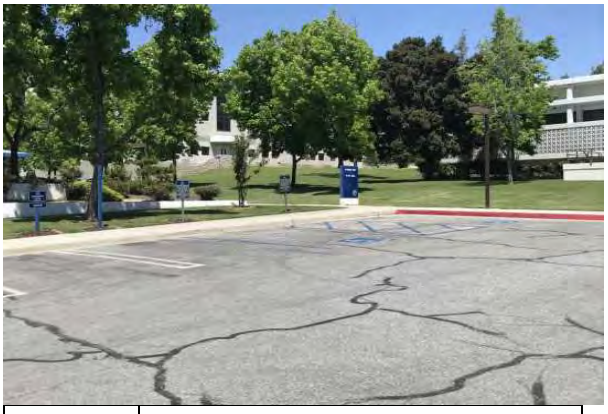
3	REAR ELEVATION



4	RIGHT ELEVATION



5	PARKING LOTS



6	PARKING LOTS



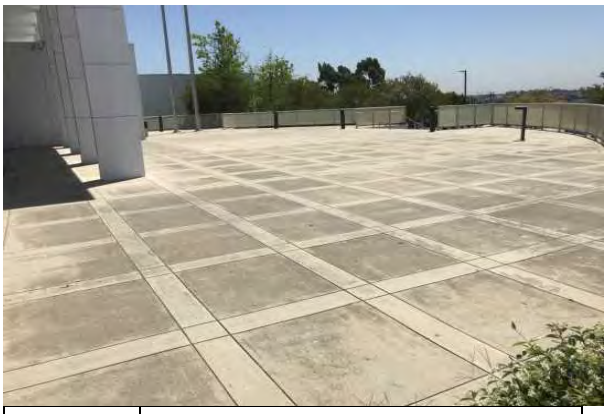
7	PROPERTY SIGNAGE



8	DIRECTIONAL SIGNAGE



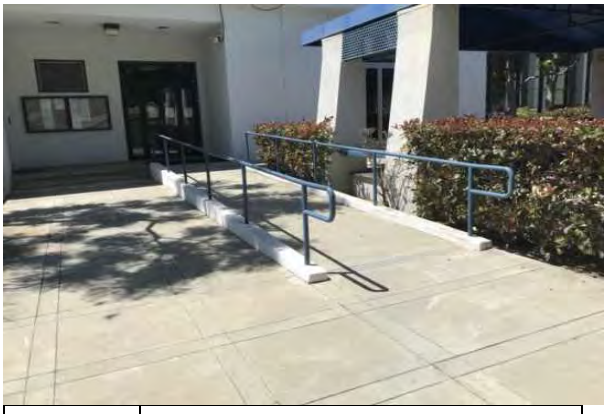
9	RETAINING WALL



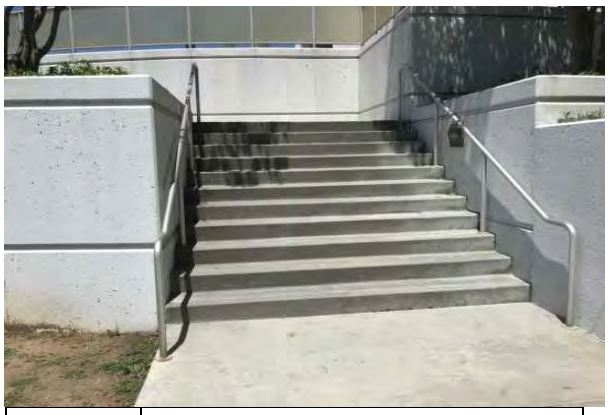
10	FRONT YARD



11	SIDEWALK



12	EXTERIOR RAMP



13	EXTERIOR STAIR



14	EXTERIOR STAIR



15	LUNCH SHELTER



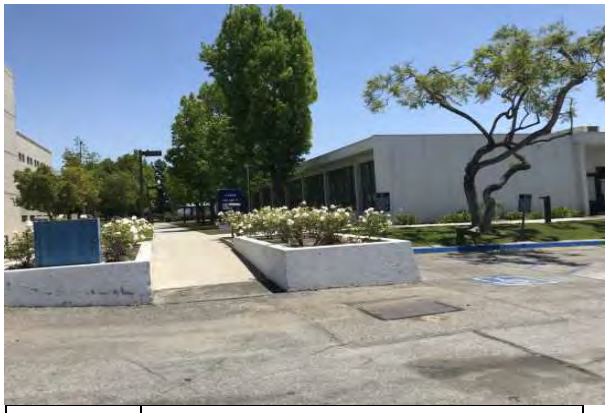
16	SITE FOUNTAINS



17	LANDSCAPING



18	BACKFLOW PREVENTER



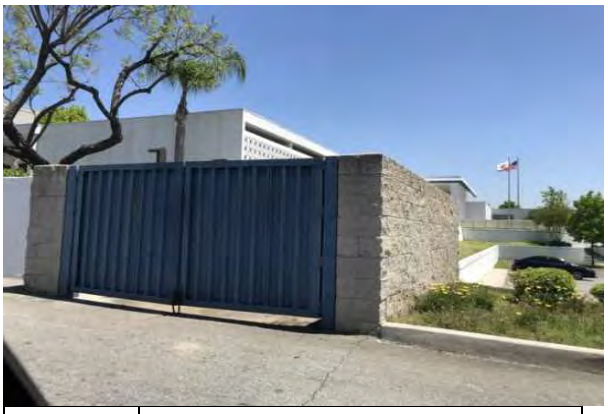
19	EXTERIOR RAMP



20	SITE LIGHTS



21	SITE POLE LIGHT



22	TRASH ENCLOSURES



23	ROOF



24	ROOF



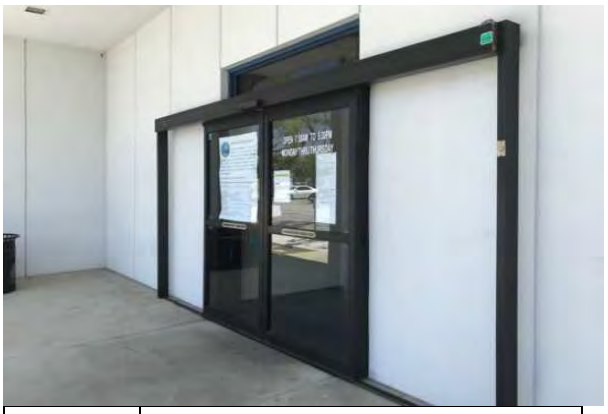
25	ROOF SKYLIGHT



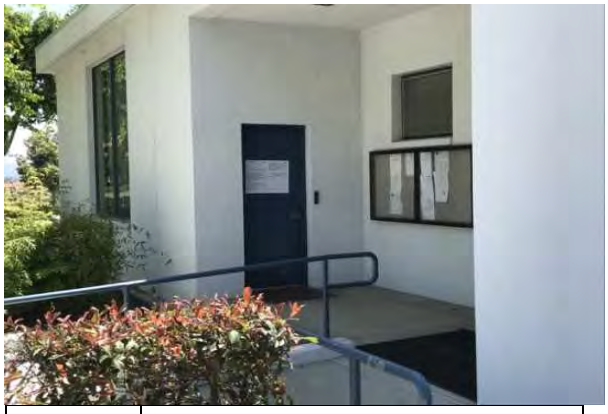
26	LUNCH SHELTER ROOF



27	MAIN ENTRANCE



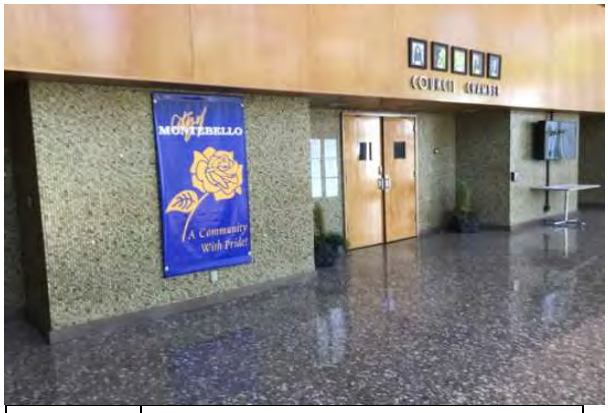
28	EXTERIOR DOOR



29	EXTERIOR DOO



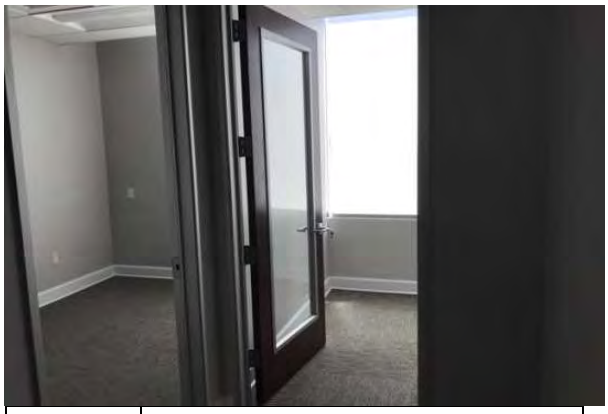
30	CURTAIN WALL



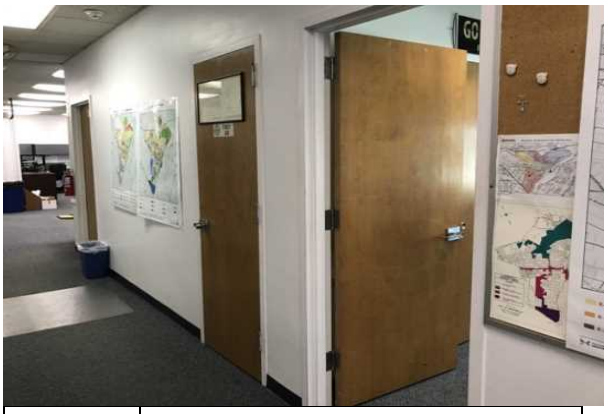
31	INTERIOR DOORS



32	INTERIOR DOORS



33	SOUTHEAST WING DOOR



34	INTERIOR DOOR



35	OVERHEAD DOOR



36	MECHANICAL EQUIPMENT



37	PACKAGED UNIT (RTU)



38	EXHAUST FAN



39	CONDENSER, AIR-COOLED



40	GENERATOR



41	AUTOMATIC TRANSFER SWITCH



42	BUILDING/MAIN SWITCHBOARD



43	SECONDARY TRANSFORMER



44	WATER HEATER



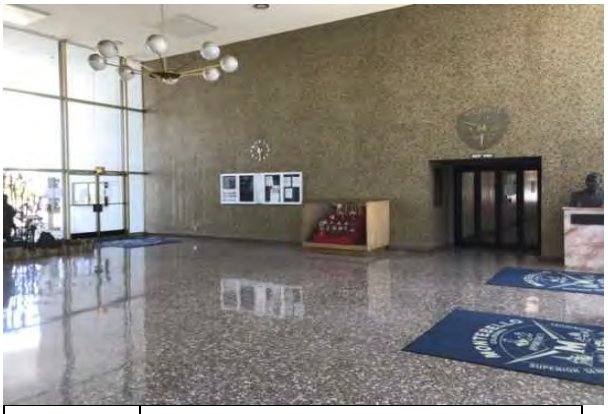
45	FIRE ALARM PANEL



46	FIRE EXTINGUISHER



47	MAIN ENTRANCE



48	MAIN LOBBY



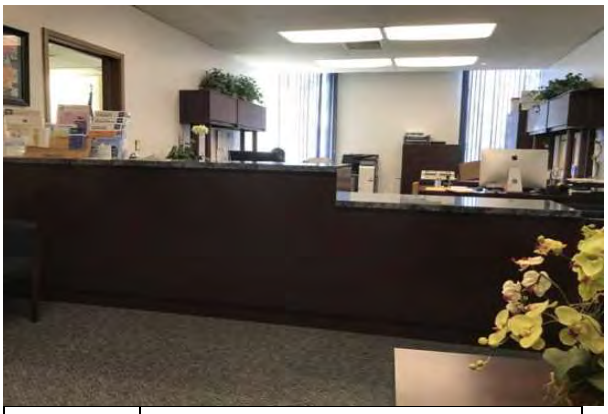
49	CHAMBER ENTRANCE



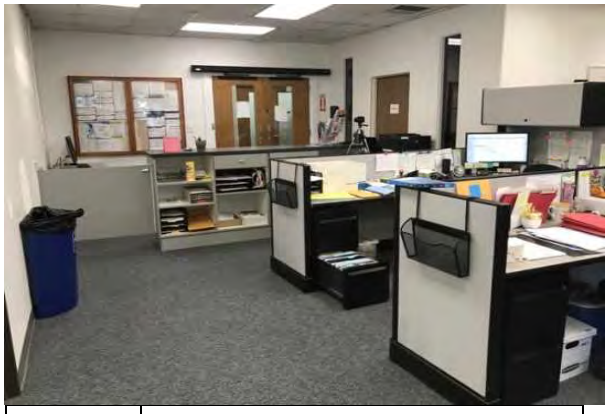
50	CHAMBER



51	OFFICE



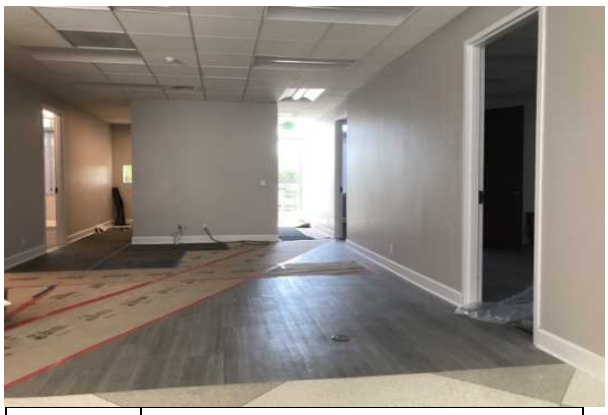
52	FRONT OFFICE



53	OFFICE AREAS



54	OFFICE AREAS



55	SOUTHEAST WING



56	KITCHEN



57	BASEMENT



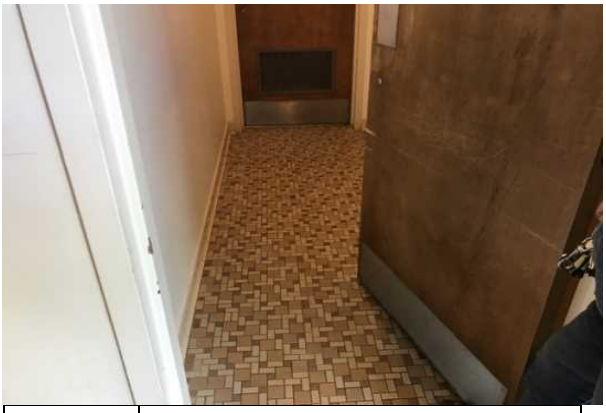
58	REFRIGERATOR



59	REFRIGERATOR



60	TOILET PARTITIONS



61	RESTROOM



62	TOILET



63	SINK/LAVATORY



64	URINAL



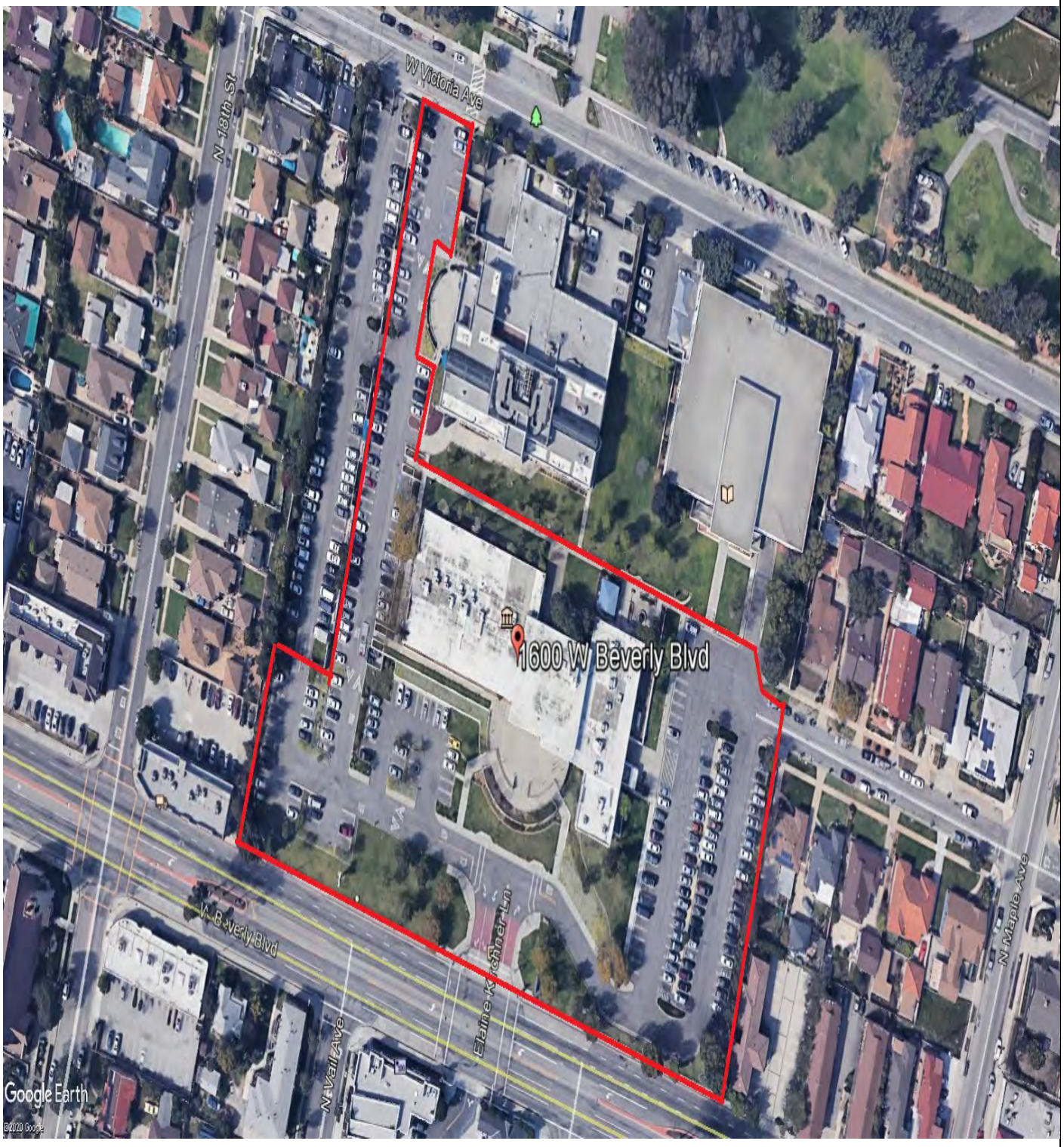
65	DRINKING FOUNTAIN



66	SERVICE SINK

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-015.354	City Hall
Source	**On-Site Date**
Google	May 5, 2020

BUREAU VERITAS

N

Appendix C:

Pre - Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

Component Condition Report | City Hall

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1015	Building exterior	Fair	Exterior Stair/Ramp Rails, Metal, Refinish	280 LF	5	1829623
B101X	Lunch shelter	Good	Structural Frame, Steel Light Gauge	500 SF	50	1829586
Facade						
B2011	Building exterior	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	46,000 SF	5	1829508
B2022	Building exterior	Fair	Curtain Wall, Aluminum-Framed System w/ Glazing	550 SF	20	1829545
B2023	Main entrance	Fair	Storefront, Metal-Framed 3' x 7' Swinging Door Only	4	16	1829552
B2023	Building exterior	Fair	Storefront, Metal-Framed Windows w/out Door(s)	900 SF	16	1829590
B2031	Building exterior	Fair	Exterior Door, Aluminum-Framed Motor-Operated Swinging/Sliding Fully-Glazed	3	18	1829513
B2031	Building exterior- west entrance	Fair	Exterior Door, Aluminum-Framed Motor-Operated Swinging/Sliding Fully-Glazed	1	20	1829567
B2032	Building exterior	Fair	Exterior Door, Steel	3	20	1829517
B2034	Building exterior- garage	Fair	Overhead/Dock Door, 288 SF	1	15	1829530
Roofing						
B3011	Roof	Good	Roof, Single-Ply TPO/PVC Membrane	34,000 SF	20	1829580
B3011	Lunch shelter	Fair	Roof, Metal	500 SF	20	1829592
B3021	Roof- east wing	Fair	Roof Skylight, per unit (9-20 SF)	1	14	1829557
B3022	Roof- west wing	Poor	Roof Hatch, Metal	1	1	1829626
Interiors						
C1021	Southeast wing	Excellent	Interior Door, Wood Solid-Core	3	40	1829582
C1021	Basement	Fair	Interior Door, Steel	6	15	1829617
C1021	Throughout	Fair	Interior Door, Wood Solid-Core	180	15	1829577
C1021	West wing	Fair	Interior Door, Wood Solid-Core w/ Glazing Decorative High-End	22	18	1829638
C1021	Southeast wing	Excellent	Interior Door, Wood Solid-Core w/ Glazing Decorative High-End	5	40	1829618
C1023	Throughout building	Fair	Door Hardware System, Office (per Door)	219	14	1829589
C1023	Southeast wing	Excellent	Door Hardware System, Office (per Door)	8	30	1829877
C1031	Restrooms- lobby	Fair	Toilet Partitions, Plastic/Laminate	3	10	1829613
C1031	Restrooms- east wing	Fair	Toilet Partitions, Plastic/Laminate	2	8	1829535
C1031	Restrooms- west wing	Fair	Toilet Partitions, Plastic/Laminate	2	8	1829616
C3012	West wing	Fair	Interior Wall Finish, any surface, Prep & Paint	20,000 SF	5	1829522
C3012	Restrooms- lobby	Fair	Interior Wall Finish, Ceramic Tile	400 SF	18	1829504
C3012	Lobby	Fair	Interior Wall Finish, Ceramic Tile	3,800 SF	22	1829501
C3012	Chamber	Fair	Interior Wall Finish, Wood Paneling	2,500 SF	20	1829553
C3012	Southeast wing	Excellent	Interior Wall Finish, any surface, Prep & Paint	1,800 SF	10	1829644
C3012	Restrooms- east wing	Fair	Interior Wall Finish, Ceramic Tile	700 SF	18	1829609
C3012	Basement	Fair	Interior Wall Finish, any surface, Prep & Paint	5,500 SF	4	1829544
C3012	Lobby	Fair	Interior Wall Finish, Wood Paneling	900 SF	20	1829575
C3012	Restrooms- west wing	Fair	Interior Wall Finish, Ceramic Tile	1,200 SF	18	1829622

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C3021	Basement	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	4,500 SF	4	1829549
C3024	Lobby	Fair	Interior Floor Finish, Terrazzo	2,500 SF	25	1829630
C3024	Southeast wing	Excellent	Interior Floor Finish, Vinyl Sheeting	600 SF	15	1829564
C3024	Restrooms- east wing	Fair	Interior Floor Finish, Ceramic Tile	800 SF	18	1829599
C3024	Kitchen- west wing	Fair	Interior Floor Finish, Vinyl Sheeting	200 SF	10	1829527
C3024	Restrooms- lobby	Fair	Interior Floor Finish, Ceramic Tile	400 SF	18	1829493
C3024	West wing	Fair	Interior Floor Finish, Vinyl Tile (VCT)	2,200 SF	3	1829636
C3024	Restrooms- west wing	Fair	Interior Floor Finish, Ceramic Tile	900 SF	15	1829605
C3025	West wing	Fair	Interior Floor Finish, Carpet Commercial Standard	9,500 SF	5	1829532
C3025	Southeast wing	Excellent	Interior Floor Finish, Carpet Commercial Standard	900 SF	10	1829643
C3031	Basement	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	4,500 SF	4	1829620
C3032	Lobby	Fair	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT	8,500 SF	15	1829576
C3032	Throughout	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	28,000 SF	10	1829511
C3032	Throughout building	Poor	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	500 SF	1	1829637
Plumbing						
D2011	Restroom- Mayer office	Fair	Toilet, GPF	1	12	1829550
D2011	Restrooms- lobby	Fair	Toilet, GPF	4	12	1829585
D2011	Restrooms- west wing	Fair	Toilet, GPF	4	12	1829587
D2011	Restrooms- east wing	Fair	Toilet, GPF	2	15	1829521
D2012	Restrooms- west wing	Fair	Urinal, GPF	2	15	1829631
D2012	Restrooms- east wing	Fair	Urinal, GPF	1	15	1829632
D2012	Restrooms- lobby	Fair	Urinal, GPF	2	15	1829512
D2014	Restrooms- west wing	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	4	14	1829573
D2014	Restrooms- east wing	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	3	14	1829541
D2014	Utility closet- east wing	Fair	Service Sink, Wall-Hung	1	13	1829500
D2014	Restroom- Mayer office	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	1	10	1829639
D2014	Janitor closet- west wing	Fair	Service Sink, Wall-Hung	1	13	1829560
D2014	Restrooms- lobby	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	4	16	1829621
D2014	Basement	Fair	Service Sink, Wall-Hung	1	10	1829509
D2014	Kitchen- east wing	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	14	1829583
D2014	Utility closet- west wing	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	14	1829581
D2018	Lobby	Good	Drinking Fountain, Floor-Mounted, Interior Basic	1	11	1829578
D2018	West wing	Good	Drinking Fountain, Floor-Mounted, Interior Basic	1	11	1829642
D2021	Site	Fair	Backflow Preventer, 8 INCH	1	12	1829523
D2023	Utility closet- east wing	Good	Water Heater, 30 GAL	1	13	1829566
D2023	Utility closet- west wing	Fair	Water Heater, 40 GAL	1	3	1829634
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	40,250 SF	18	1829558
Fire Suppression						

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D4019	Throughout building	NA	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	40,250 SF	36	1829593
D4031	Throughout	Fair	Fire Extinguisher, Type ABC, up to 20 LB	38	5	1829612
HVAC						
D3032	Building exterior	Fair	Condensing Unit/Heat Pump, 5 TON	1	5	1829565
D3032	Site	Fair	CRAC Drycooler/Condenser, 2 TON	1	10	1829588
D3032	Site	Fair	CRAC Drycooler/Condenser, 2 TON	1	10	1829595
D3042	Restrooms- east wing	Fair	Exhaust Fan, 500 CFM	1	10	1829598
D3042	Roof- west wing	Fair	Exhaust Fan, 500 CFM	1	10	1829506
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 5 TON	1	10	1829507
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829515
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 10 TON	1	10	1829603
D3052	Roof	Fair	Packaged Unit (RTU), 3 TON	1	10	1829525
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 4 TON	1	10	1829615
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 6 TON	1	10	1829619
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 2 TON	1	8	1829606
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 2 TON	1	10	1829537
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 2 TON	1	10	1829518
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 7.5 TON	1	10	1829563
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829607
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829496
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 2 TON	1	10	1829495
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 20 TON	1	10	1829601
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829571
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829568
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829514
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829628
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 5 TON	1	10	1829633
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829640
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 7.5 TON	1	10	1829543
D3052	Roof- west wing	Fair	Packaged Unit (RTU), 3 TON	1	10	1829579
D3052	Roof- east wing	Fair	Packaged Unit (RTU), 5 TON	1	10	1829645
Electrical						
D5012	Electrical room- basement	Fair	Building/Main Switchboard, 1600 AMP	1	15	1829627
D5012	Electrical room- basement	Fair	Transfer Switch, 200 AMP	1	13	1829538
D5012	Electrical room- basement	Fair	Secondary Transformer, 75 kVA	1	16	1829569
D5012	Electrical room- basement	Fair	Main Distribution Panel, 600 AMP	1	14	1829635
D5012	Electrical room- basement	Fair	Secondary Transformer, 200 kVA	1	8	1829602
D5012	Electrical room- basement	Fair	Building/Main Switchboard, 800 AMP	1	14	1829608

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D5019	Throughout	Fair	Full Electrical System Upgrade, Medium Density/Complexity	40,250 SF	15	1829542
D5022	Building exterior	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	54	10	1829534
D5029	West wing	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	17,000 SF	10	1829572
D5029	Southeast wing	Excellent	Lighting System, Interior, Medium Density & Standard Fixtures	1,500 SF	20	1829614
D5029	Basement	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	4,500 SF	8	1829546
D5092	Site	Fair	Generator, 250 kW	1	18	1829556
D5092	Southeast wing	Excellent	Emergency/Exit Combo LED	4	10	1829503
D5092	West wing	Fair	Emergency Light, 2-Head w/ Battery	18	5	1829498
Fire Alarm & Comm						
D5037	Basement	Fair	Fire Alarm Control Panel, Addressable	1	8	1829499
D5037	Southeast wing	Excellent	Fire Alarm System, Standard Addressable, Upgrade/Install	9,200 SF	10	1829494
D5037	West wing	Fair	Fire Alarm System, Standard Addressable, Upgrade/Install	17,000 SF	10	1829554
D5038	Throughout building	Fair	Security/Surveillance System, Cameras and CCTV, Install	40,250 SF	8	1829540
D5038	West wing	Fair	Card Reader	28	5	1829497
Equipment/Special						
E1094	Kitchen- east wing	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	7	1829584
E1094	Kitchen- west wing	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	7	1829611
E1094	Basement	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	7	1829559
E1094	Kitchen- west wing	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	10	1829526
E1094	Kitchen- east wing	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	6	1829570
E2012	Kitchen- east wing	Fair	Kitchen Cabinetry, Stock Hardwood	75 LF	8	1829624
E2012	Chamber	Fair	Chamber Cabinetry, Stock Hardwood	30 LF	14	1829533
E2012	Throughout building	Fair	Kitchen Counter, Natural Stone	24 LF	28	1829502
E2012	Kitchen- west wing	Fair	Kitchen Cabinetry, Stock Hardwood	120 LF	12	1829594
E2015	Chamber	Fair	Auditorium Seating, Fixed Metal with Cushion	132	8	1829600
Pavement						
G2016	Site	Fair	Roadways, Signage, Guide and Directional, Replace/Install	7	10	1829625
G2022	Parking lot	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	2,500 SF	1	1829510
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	125,000 SF	12	1829551
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	125,000 SF	3	1829561
G2031	Sidewalk	Poor	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	300 SF	1	1829531
G2031	Main entrance	Good	Pedestrian Pavement, Sidewalk, Concrete Large Areas	6,100 SF	40	1829574
G2031	Lunch shelter	Fair	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers	120 SF	12	1829641
Site Development						
G2041	Basement	Fair	Fences & Gates, Chain Link, 8' High	110 LF	18	1829520
G2042	Site	Good	Retaining Wall, Cast-in-place Concrete (per SF Face)	400 SF	35	1829629
G2044	Main entrance	Fair	Signage, Property, Pylon, Standard, Replace/Install	1	12	1829536
G2045	Site	Fair	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete	4	13	1829597

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
G2045	Site	Fair	Site Furnishings, Bike Rack, Fixed 5 Bikes	1	8	1829562
G2045	Lunch shelter	Fair	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed	4	10	1829539
G2046	Site	Good	Site Fountains, Concrete fountain	80 SF	35	1829591
G2047	Main entrance	Fair	Landscaping, Wood Chips, 3" Depth	1,700 SF	8	1829548
G2048	Site	Fair	Flagpole, Metal	2	12	1829555
G2049	Trash enclosure	Fair	Dumpster Accessories, Enclosures, Wood/Metal Gates, Replace/Install	2	10	1829596
Landscaping						
G2057	Landscaping	Fair	Irrigation System, Pop-Up Spray Heads, Commercial	34,500 SF	12	1829529
Site Lighting						
G4021	Site	Fair	Site Walkway Bollard Light, 70 - 150 WATT, Replace/Install	28	10	1829519
G4021	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	9	10	1829516
G4021	Site	Fair	Aluminum Pole, 16 FEET, Replace/Install	6	12	1829528
Accessibility						
Z105X	Common area restrooms	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1829878
Z106X	Parking lot	NA	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	2	0	1831062
Z108X	Restrooms- lobby	NA	ADA, Restroom, Full Reconfiguration, Renovate	2	0	1829604
Z108X	Restrooms- west wing	NA	ADA, Restroom, Unisex Single Occupant, Full Conversion, Renovate	1	0	1829547
Z108X	Restrooms	NA	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	12	0	1829610

Appendix E:
Replacement Reserves

Replacement Reserves Report

City Hall

6/26/2020

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
City Hall	B1015	1829623	Exterior Stair/Ramp Rails, Metal, Refinish	10	5	5	280	LF	$1.84	$515						$515										$515						**$1,031**
City Hall	B2011	1829508	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	46000	SF	$4.02	$184,859						$184,859										$184,859						**$369,719**
City Hall	B2022	1829545	Curtain Wall, Aluminum-Framed System w/ Glazing, Replace	50	30	20	550	SF	$147.35	$81,043																					$81,043	**$81,043**
City Hall	B2023	1829552	Storefront, Metal-Framed 3' x 7' Swinging Door Only, Replace	30	14	16	4	EA	$1,741.43	$6,966																	$6,966					**$6,966**
City Hall	B2023	1829590	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	14	16	900	SF	$73.68	$66,308																	$66,308					**$66,308**
City Hall	B2031	1829513	Exterior Door, Aluminum-Framed Motor-Operated Swinging/Sliding Fully-Glazed, Replace	30	12	18	3	EA	$14,735.16	$44,205																			$44,205			**$44,205**
City Hall	B2031	1829567	Exterior Door, Aluminum-Framed Motor-Operated Swinging/Sliding Fully-Glazed, Replace	30	10	20	1	EA	$14,735.16	$14,735																					$14,735	**$14,735**
City Hall	B2032	1829517	Exterior Door, Steel, Replace	40	20	20	3	EA	$803.74	$2,411																					$2,411	**$2,411**
City Hall	B2034	1829530	Overhead/Dock Door, 288 SF, Replace	30	15	15	1	EA	$10,046.70	$10,047																$10,047						**$10,047**
City Hall	B3011	1829580	Roof, Single-Ply TPO/PVC Membrane, Replace	20	0	20	34000	SF	$22.77	$774,266																					$774,266	**$774,266**
City Hall	B3011	1829592	Roof, Metal, Replace	40	20	20	500	SF	$17.41	$8,707																					$8,707	**$8,707**
City Hall	B3021	1829557	Roof Skylight, per unit (9-20 SF), Replace	30	16	14	1	EA	$1,741.43	$1,741															$1,741							**$1,741**
City Hall	B3022	1829626	Roof Hatch, Metal, Replace	30	29	1	1	EA	$1,741.43	$1,741		$1,741																				**$1,741**
City Hall	C1021	1829617	Interior Door, Steel, Replace	40	25	15	6	EA	$803.74	$4,822																$4,822						**$4,822**
City Hall	C1021	1829577	Interior Door, Wood Solid-Core, Replace	40	25	15	180	EA	$937.69	$168,785																$168,785						**$168,785**
City Hall	C1021	1829638	Interior Door, Wood Solid-Core w/ Glazing Decorative High-End, Replace	40	22	18	22	EA	$2,813.08	$61,888																			$61,888			**$61,888**
City Hall	C1023	1829589	Door Hardware System, Office (per Door), Replace	30	16	14	219	EA	$468.85	$102,677															$102,677							**$102,677**
City Hall	C1031	1829535	Toilet Partitions, Plastic/Laminate, Replace	20	12	8	2	EA	$1,004.67	$2,009									$2,009													**$2,009**
City Hall	C1031	1829616	Toilet Partitions, Plastic/Laminate, Replace	20	12	8	2	EA	$1,004.67	$2,009									$2,009													**$2,009**
City Hall	C1031	1829613	Toilet Partitions, Plastic/Laminate, Replace	20	10	10	3	EA	$1,004.67	$3,014											$3,014											**$3,014**
City Hall	C3012	1829544	Interior Wall Finish, any surface, Prep & Paint	10	6	4	5500	SF	$2.01	$11,051					$11,051										$11,051							**$22,103**
City Hall	C3012	1829522	Interior Wall Finish, any surface, Prep & Paint	10	5	5	20000	SF	$2.01	$40,187						$40,187										$40,187						**$80,374**
City Hall	C3012	1829644	Interior Wall Finish, any surface, Prep & Paint	10	0	10	1800	SF	$2.01	$3,617											$3,617										$3,617	**$7,234**
City Hall	C3012	1829504	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	400	SF	$24.11	$9,645																			$9,645			**$9,645**
City Hall	C3012	1829609	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	700	SF	$24.11	$16,878																			$16,878			**$16,878**
City Hall	C3012	1829622	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	1200	SF	$24.11	$28,934																			$28,934			**$28,934**
City Hall	C3012	1829553	Interior Wall Finish, Wood Paneling, Replace	30	10	20	2500	SF	$36.17	$90,420																					$90,420	**$90,420**
City Hall	C3012	1829575	Interior Wall Finish, Wood Paneling, Replace	30	10	20	900	SF	$36.17	$32,551																					$32,551	**$32,551**
City Hall	C3021	1829549	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	6	4	4500	SF	$2.01	$9,042					$9,042										$9,042							**$18,084**
City Hall	C3024	1829636	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	12	3	2200	SF	$6.70	$14,735				$14,735																	$14,735	**$29,470**
City Hall	C3024	1829527	Interior Floor Finish, Vinyl Sheeting, Replace	15	5	10	200	SF	$9.38	$1,875											$1,875											**$1,875**
City Hall	C3024	1829564	Interior Floor Finish, Vinyl Sheeting, Replace	15	0	15	600	SF	$9.38	$5,626																$5,626						**$5,626**
City Hall	C3024	1829605	Interior Floor Finish, Ceramic Tile, Replace	40	25	15	900	SF	$24.11	$21,701																$21,701						**$21,701**
City Hall	C3024	1829599	Interior Floor Finish, Ceramic Tile, Replace	40	22	18	800	SF	$24.11	$19,290																			$19,290			**$19,290**
City Hall	C3024	1829493	Interior Floor Finish, Ceramic Tile, Replace	40	22	18	400	SF	$24.11	$9,645																			$9,645			**$9,645**
City Hall	C3025	1829532	Interior Floor Finish, Carpet Commercial Standard, Replace	10	5	5	9500	SF	$10.05	$95,444						$95,444										$95,444						**$190,887**
City Hall	C3025	1829643	Interior Floor Finish, Carpet Commercial Standard, Replace	10	0	10	900	SF	$10.05	$9,042											$9,042										$9,042	**$18,084**
City Hall	C3031	1829620	Interior Ceiling Finish, any flat surface, Prep & Paint	10	6	4	4500	SF	$2.68	$12,056					$12,056										$12,056							**$24,112**
City Hall	C3032	1829637	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	24	1	500	SF	$4.69	$2,344		$2,344																				**$2,344**
City Hall	C3032	1829511	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	15	10	28000	SF	$4.69	$131,277											$131,277											**$131,277**
City Hall	C3032	1829576	Interior Ceiling Finish, Hard Tile Ceiling w/ ACT, Replace	25	10	15	8500	SF	$4.69	$39,852																$39,852						**$39,852**
City Hall	D2011	1829550	Toilet, GPF, Replace	30	18	12	1	EA	$1,741.43	$1,741													$1,741									**$1,741**
City Hall	D2011	1829585	Toilet, GPF, Replace	30	18	12	4	EA	$1,741.43	$6,966													$6,966									**$6,966**
City Hall	D2011	1829587	Toilet, GPF, Replace	30	18	12	4	EA	$1,741.43	$6,966													$6,966									**$6,966**
City Hall	D2011	1829521	Toilet, GPF, Replace	30	15	15	2	EA	$1,741.43	$3,483																$3,483						**$3,483**
City Hall	D2012	1829631	Urinal, GPF, Replace	30	15	15	2	EA	$803.74	$1,607																$1,607						**$1,607**
City Hall	D2012	1829632	Urinal, GPF, Replace	30	15	15	1	EA	$737.86	$738																$738						**$738**
City Hall	D2012	1829512	Urinal, GPF, Replace	30	15	15	2	EA	$803.74	$1,607																$1,607						**$1,607**
City Hall	D2014	1829639	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	20	10	1	EA	$1,473.52	$1,474											$1,474											**$1,474**
City Hall	D2014	1829509	Service Sink, Wall-Hung, Replace	35	25	10	1	EA	$1,875.38	$1,875											$1,875											**$1,875**
City Hall	D2014	1829500	Service Sink, Wall-Hung, Replace	35	22	13	1	EA	$1,875.38	$1,875														$1,875								**$1,875**
City Hall	D2014	1829560	Service Sink, Wall-Hung, Replace	35	22	13	1	EA	$1,875.38	$1,875														$1,875								**$1,875**
City Hall	D2014	1829573	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	16	14	4	EA	$2,009.34	$8,037															$8,037							**$8,037**
City Hall	D2014	1829541	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	16	14	3	EA	$2,009.34	$6,028															$6,028							**$6,028**

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
City Hall	D2014	1829583	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	16	14	1	EA	$1,607.47	$1,607															$1,607								**$1,607**
City Hall	D2014	1829581	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	16	14	1	EA	$1,607.47	$1,607															$1,607								**$1,607**
City Hall	D2014	1829621	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	14	16	4	EA	$2,009.34	$8,037																	$8,037						**$8,037**
City Hall	D2018	1829578	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	4	11	1	EA	$1,106.78	$1,107												$1,107											**$1,107**
City Hall	D2018	1829642	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	4	11	1	EA	$1,106.78	$1,107												$1,107											**$1,107**
City Hall	D2021	1829523	Backflow Preventer, 8 INCH, Replace	30	18	12	1	EA	$19,289.66	$19,290													$19,290										**$19,290**
City Hall	D2023	1829634	Water Heater, 40 GAL, Replace	15	12	3	1	EA	$1,741.43	$1,741				$1,741															$1,741				**$3,483**
City Hall	D2023	1829566	Water Heater, 30 GAL, Replace	15	2	13	1	EA	$1,741.43	$1,741														$1,741									**$1,741**
City Hall	D2029	1829558	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	22	18	40250	SF	$14.74	$593,090																			$593,090				**$593,090**
City Hall	D3032	1829565	Condensing Unit/Heat Pump, 5 TON, Replace	15	10	5	1	EA	$9,510.88	$9,511						$9,511															$9,511		**$19,022**
City Hall	D3032	1829588	CRAC Drycooler/Condenser, 2 TON, Replace	20	10	10	1	EA	$3,482.86	$3,483											$3,483												**$3,483**
City Hall	D3032	1829595	CRAC Drycooler/Condenser, 2 TON, Replace	20	10	10	1	EA	$3,482.86	$3,483											$3,483												**$3,483**
City Hall	D3042	1829598	Exhaust Fan, 500 CFM, Replace	20	10	10	1	EA	$1,607.47	$1,607											$1,607												**$1,607**
City Hall	D3042	1829506	Exhaust Fan, 500 CFM, Replace	20	10	10	1	EA	$1,607.47	$1,607											$1,607												**$1,607**
City Hall	D3052	1829606	Packaged Unit (RTU), 2 TON, Replace	20	12	8	1	EA	$7,367.58	$7,368									$7,368														**$7,368**
City Hall	D3052	1829507	Packaged Unit (RTU), 5 TON, Replace	20	10	10	1	EA	$14,735.16	$14,735											$14,735												**$14,735**
City Hall	D3052	1829515	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829603	Packaged Unit (RTU), 10 TON, Replace	20	10	10	1	EA	$26,791.20	$26,791											$26,791												**$26,791**
City Hall	D3052	1829525	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829615	Packaged Unit (RTU), 4 TON, Replace	20	10	10	1	EA	$12,056.04	$12,056											$12,056												**$12,056**
City Hall	D3052	1829619	Packaged Unit (RTU), 6 TON, Replace	20	10	10	1	EA	$20,093.40	$20,093											$20,093												**$20,093**
City Hall	D3052	1829537	Packaged Unit (RTU), 2 TON, Replace	20	10	10	1	EA	$7,367.58	$7,368											$7,368												**$7,368**
City Hall	D3052	1829518	Packaged Unit (RTU), 2 TON, Replace	20	10	10	1	EA	$7,367.58	$7,368											$7,368												**$7,368**
City Hall	D3052	1829563	Packaged Unit (RTU), 7.5 TON, Replace	20	10	10	1	EA	$20,093.40	$20,093											$20,093												**$20,093**
City Hall	D3052	1829607	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829496	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829495	Packaged Unit (RTU), 2 TON, Replace	20	10	10	1	EA	$7,367.58	$7,368											$7,368												**$7,368**
City Hall	D3052	1829601	Packaged Unit (RTU), 20 TON, Replace	20	10	10	1	EA	$53,582.40	$53,582											$53,582												**$53,582**
City Hall	D3052	1829571	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829568	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829514	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829628	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829633	Packaged Unit (RTU), 5 TON, Replace	20	10	10	1	EA	$14,735.16	$14,735											$14,735												**$14,735**
City Hall	D3052	1829640	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829543	Packaged Unit (RTU), 7.5 TON, Replace	20	10	10	1	EA	$20,093.40	$20,093											$20,093												**$20,093**
City Hall	D3052	1829579	Packaged Unit (RTU), 3 TON, Replace	20	10	10	1	EA	$10,046.70	$10,047											$10,047												**$10,047**
City Hall	D3052	1829645	Packaged Unit (RTU), 5 TON, Replace	20	10	10	1	EA	$14,735.16	$14,735											$14,735												**$14,735**
City Hall	D4031	1829612	Fire Extinguisher, Type ABC, up to 20 LB, Replace	10	5	5	38	EA	$200.93	$7,635						$7,635									$7,635								**$15,271**
City Hall	D5012	1829602	Secondary Transformer, 200 kVA, Replace	30	22	8	1	EA	$33,489.00	$33,489								$33,489														**$33,489**
City Hall	D5012	1829538	Transfer Switch, 200 AMP, Replace	25	12	13	1	EA	$16,074.72	$16,075													$16,075									**$16,075**
City Hall	D5012	1829635	Main Distribution Panel, 600 AMP, Replace	30	16	14	1	EA	$9,376.92	$9,377															$9,377							**$9,377**
City Hall	D5012	1829608	Building/Main Switchboard, 800 AMP, Replace	40	26	14	1	EA	$66,978.00	$66,978															$66,978							**$66,978**
City Hall	D5012	1829627	Building/Main Switchboard, 1600 AMP, Replace	40	25	15	1	EA	$100,467.00	$100,467																$100,467						**$100,467**
City Hall	D5012	1829569	Secondary Transformer, 75 kVA, Replace	30	14	16	1	EA	$13,395.60	$13,396																	$13,396					**$13,396**
City Hall	D5019	1829542	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	25	15	40250	SF	$24.11	$970,511																$970,511						**$970,511**
City Hall	D5022	1829534	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	10	10	54	EA	$281.31	$15,191											$15,191												**$15,191**
City Hall	D5029	1829546	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	12	8	4500	SF	$10.72	$48,224									$48,224														**$48,224**
City Hall	D5029	1829572	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	10	10	17000	SF	$10.72	$182,180											$182,180												**$182,180**
City Hall	D5029	1829614	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	0	20	1500	SF	$10.72	$16,075																					$16,075		**$16,075**
City Hall	D5037	1829499	Fire Alarm Control Panel, Addressable, Replace	15	7	8	1	EA	$20,093.40	$20,093									$20,093														**$20,093**
City Hall	D5037	1829494	Fire Alarm System, Standard Addressable, Upgrade/Install	20	10	10	9200	SF	$5.36	$49,296											$49,296												**$49,296**
City Hall	D5037	1829554	Fire Alarm System, Standard Addressable, Upgrade/Install	20	10	10	17000	SF	$5.36	$91,090											$91,090												**$91,090**
City Hall	D5038	1829497	Card Reader, , Replace	10	5	5	28	EA	$1,607.47	$45,009						$45,009									$45,009								**$90,018**
City Hall	D5038	1829540	Security/Surveillance System, Cameras and CCTV, Install	15	7	8	40250	SF	$6.70	$269,586									$269,586														**$269,586**
City Hall	D5092	1829498	Emergency Light, 2-Head w/ Battery, Replace	10	5	5	18	EA	$294.70	$5,305						$5,305									$5,305								**$10,609**
City Hall	D5092	1829503	Emergency/Exit Combo LED, , Replace	10	0	10	4	EA	$401.87	$1,607											$1,607											$1,607	**$3,215**
City Hall	D5092	1829556	Generator, 250 kW, Replace	25	7	18	1	EA	$115,202.16	$115,202																			$115,202				**$115,202**
City Hall	E1094	1829570	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	9	6	1	EA	$1,607.47	$1,607							$1,607																**$1,607**
City Hall	E1094	1829584	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	8	7	1	EA	$737.86	$738								$738															**$738**

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
City Hall	E1094	1829611	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	8	7	1	EA	$737.86	$738								$738															**$738**
City Hall	E1094	1829559	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	8	7	1	EA	$737.86	$738								$738															**$738**
City Hall	E1094	1829526	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	5	10	1	EA	$1,607.47	$1,607											$1,607												**$1,607**
City Hall	E2012	1829624	Kitchen Cabinetry, Stock Hardwood, Replace	20	12	8	75	LF	$401.87	$30,140									$30,140														**$30,140**
City Hall	E2012	1829594	Kitchen Cabinetry, Stock Hardwood, Replace	20	8	12	120	LF	$401.87	$48,224													$48,224										**$48,224**
City Hall	E2012	1829533	Chamber Cabinetry, Stock Hardwood, Replace	20	6	14	30	LF	$401.87	$12,056															$12,056								**$12,056**
City Hall	E2015	1829600	Auditorium Seating, Fixed Metal with Cushion, Replace	20	12	8	132	EA	$669.78	$88,411									$88,411														**$88,411**
City Hall	G2016	1829625	Roadways, Signage, Guide and Directional, Replace/Install	20	10	10	7	EA	$267.91	$1,875											$1,875												**$1,875**
City Hall	G2022	1829510	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	2500	SF	$0.60	$1,507		$1,507					$1,507					$1,507					$1,507						**$6,028**
City Hall	G2022	1829561	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	125000	SF	$0.60	$75,350				$75,350					$75,350					$75,350					$75,350			**$301,401**
City Hall	G2022	1829551	Parking Lots, Asphalt Pavement, Mill & Overlay	25	13	12	125000	SF	$4.69	$586,058													$586,058										**$586,058**
City Hall	G2031	1829531	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	49	1	300	SF	$26.79	$8,037		$8,037																					**$8,037**
City Hall	G2031	1829641	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	18	12	120	SF	$44.21	$5,305													$5,305										**$5,305**
City Hall	G2041	1829520	Fences & Gates, Chain Link, 8' High, Replace	40	22	18	110	LF	$33.49	$3,684																					$3,684		**$3,684**
City Hall	G2044	1829536	Signage, Property, Pylon, Standard, Replace/Install	20	8	12	1	EA	$12,725.82	$12,726													$12,726										**$12,726**
City Hall	G2045	1829562	Site Furnishings, Bike Rack, Fixed 5 Bikes, Replace	20	12	8	1	EA	$983.81	$984									$984														**$984**
City Hall	G2045	1829539	Site Furnishings, Picnic Table, Wood or Composite, Non-Fixed, Replace	20	10	10	4	EA	$1,071.65	$4,287											$4,287												**$4,287**
City Hall	G2045	1829597	Site Furnishings, Trash/Recycling Receptacle, Heavy-Duty Fixed Concrete, Replace	25	12	13	4	EA	$1,875.38	$7,502														$7,502									**$7,502**
City Hall	G2047	1829548	Landscaping, Wood Chips, 3" Depth, Replace	20	12	8	1700	SF	$1.20	$2,038									$2,038														**$2,038**
City Hall	G2048	1829555	Flagpole, Metal, Replace	30	18	12	2	EA	$3,348.90	$6,698													$6,698										**$6,698**
City Hall	G2049	1829596	Dumpster Accessories, Enclosures, Wood/Metal Gates, Replace/Install	20	10	10	2	EA	$2,277.25	$4,555											$4,555												**$4,555**
City Hall	G2057	1829529	Irrigation System, Pop-Up Spray Heads, Commercial, Replace	20	8	12	34500	SF	$1.34	$46,215													$46,215										**$46,215**
City Hall	G4021	1829519	Site Walkway Bollard Light, 70 - 150 WATT, Replace/Install	20	10	10	28	EA	$937.69	$26,255											$26,255												**$26,255**
City Hall	G4021	1829516	Site Pole Light, 400 WATT, Replace/Install	20	10	10	9	EA	$9,109.01	$81,981											$81,981												**$81,981**
City Hall	G4021	1829528	Aluminum Pole, 16 FEET, Replace/Install	30	18	12	6	EA	$2,344.23	$14,065													$14,065										**$14,065**
City Hall	Z105X	1829878	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																						**$10,047**
City Hall	Z106X	1831062	ADA, Parking, Designated Stall with Pavement Markings & Signage (Van), Install	0	0	0	2	EA	$2,009.34	$4,019	$4,019																						**$4,019**
City Hall	Z108X	1829604	ADA, Restroom, Full Reconfiguration, Renovate	0	0	0	2	EA	$20,093.40	$40,187	$40,187																						**$40,187**
City Hall	Z108X	1829547	ADA, Restroom, Unisex Single Occupant, Full Conversion, Renovate	0	0	0	1	EA	$20,093.40	$20,093	$20,093																						**$20,093**
City Hall	Z108X	1829610	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	0	0	0	12	EA	$98.38	$1,181	$1,181																						**$1,181**
Totals, Unescalated											**$75,526**	**$13,630**	**$0**	**$91,827**	**$32,149**	**$388,465**	**$3,114**	**$2,214**	**$579,703**	**$0**	**$941,764**	**$3,721**	**$754,253**	**$104,419**	**$242,259**	**$1,708,201**	**$96,214**	**$0**	**$994,288**	**$0**	**$1,043,986**	**$7,075,734**
Totals, Escalated (3.0% inflation, compounded annually)											**$75,526**	**$14,039**	**$0**	**$100,342**	**$36,184**	**$450,338**	**$3,719**	**$2,722**	**$734,350**	**$0**	**$1,265,652**	**$5,150**	**$1,075,384**	**$153,342**	**$366,439**	**$2,661,322**	**$154,395**	**$0**	**$1,692,709**	**$0**	**$1,885,555**	**$10,677,169**

Appendix F:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829523	D2021	**Backflow Preventer**	8 INCH	Site	No tag/plate found	No tag/plate found	No tag/plate found			
2	1829566	D2023	**Water Heater**	30 GAL	Utility closet- east wing	American Water Heater Company	GU6130T30 400	1812109756780	2018		
3	1829634	D2023	**Water Heater**	40 GAL	Utility closet- west wing	American Water Heater Co.	G62-40T34-3N	0008121995	2008		

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829565	D3032	**Condensing Unit/Heat Pump**	5 TON	Building exterior	Carrier	38HDR060-321	3910X90384	2010		
2	1829588	D3032	**CRAC Drycooler/Condenser**	2 TON	Site	Heatcraft	Illegible	Illegible			
3	1829595	D3032	**CRAC Drycooler/Condenser**	2 TON	Site	Heatcraft	Illegible	Illegible			
4	1829598	D3042	**Exhaust Fan**	500 CFM	Restrooms- east wing	Illegible	Illegible	Illegible	2010		
5	1829506	D3042	**Exhaust Fan**	500 CFM	Roof- west wing	Illegible	Illegible	Illegible	2010		
6	1829603	D3052	**Packaged Unit (RTU)**	10 TON	Roof- west wing	Trane	WSC0120E4R0A0000	103810721L	2010		
7	1829606	D3052	**Packaged Unit (RTU)**	2 TON	Roof- east wing	Carrier	50ZHA024---301	0408G41009	2008		
8	1829537	D3052	**Packaged Unit (RTU)**	2 TON	Roof- east wing	Trane	4WCC3024A1000AA	10254X299H	2010		
9	1829518	D3052	**Packaged Unit (RTU)**	2 TON	Roof- east wing	Trane	WSC03024A1000A0000	10255JHU9H	2010		
10	1829495	D3052	**Packaged Unit (RTU)**	2 TON	Roof- west wing	Trane	WSC024E4R0A0000	102541MU9H	2010		
11	1829601	D3052	**Packaged Unit (RTU)**	20 TON	Roof- east wing	Trane	WCH240E400AB	105010219D	2010		
12	1829515	D3052	**Packaged Unit (RTU)**	3 TON	Roof- east wing	Trane	WSC036E4R0A0000	Illegible	2010		
13	1829525	D3052	**Packaged Unit (RTU)**	3 TON	Roof	Trane	WSC036E4R0A0000	104111724L	2010		
14	1829607	D3052	**Packaged Unit (RTU)**	3 TON	Roof- west wing	Trane	WSC036E4R0A0000	Illegible	2010		
15	1829496	D3052	**Packaged Unit (RTU)**	3 TON	Roof- west wing	Trane	WSC036E4R0A0000	104412765L	2010		
16	1829571	D3052	**Packaged Unit (RTU)**	3 TON	Roof- west wing	Trane	WSC036E4R0A0000	Illegible	2010		
17	1829568	D3052	**Packaged Unit (RTU)**	3 TON	Roof- west wing	Trane	WSC036E4R0A0000	104000562L	2010		
18	1829514	D3052	**Packaged Unit (RTU)**	3 TON	Roof- east wing	Trane	WSC036E4R0A0000	104210122L	2010		
19	1829628	D3052	**Packaged Unit (RTU)**	3 TON	Roof- west wing	Trane	WSC036E4R0A0000	104512502L	2010		
20	1829640	D3052	**Packaged Unit (RTU)**	3 TON	Roof- east wing	Trane	WSC036E4R0A0000	104010578L	2010		
21	1829579	D3052	**Packaged Unit (RTU)**	3 TON	Roof- west wing	Trane	WSC036E4R0A0000	104612182L	2010		
22	1829615	D3052	**Packaged Unit (RTU)**	4 TON	Roof- east wing	Trane	WSC048E4R0A0000	95010147L	2010		
23	1829507	D3052	**Packaged Unit (RTU)**	5 TON	Roof- east wing	Trane	WSC060E4R0A0000	104212767L	2010		
24	1829633	D3052	**Packaged Unit (RTU)**	5 TON	Roof- west wing	Trane	WSC060E4R0A0000	104212799L	2010		
25	1829645	D3052	**Packaged Unit (RTU)**	5 TON	Roof- east wing	Trane	WSC060E4R0A0000	104211139L	2010		
26	1829619	D3052	**Packaged Unit (RTU)**	6 TON	Roof- west wing	Trane	WSC072E4R0A0000	104510589L	2010		
27	1829563	D3052	**Packaged Unit (RTU)**	7.5 TON	Roof- east wing	Trane	WSC090E4R0A0000	103311777L	2010		
28	1829543	D3052	**Packaged Unit (RTU)**	7.5 TON	Roof- west wing	Trane	WSC090E4R0A0000	103411811L	2010		

D40 FIRE PROTECTION

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829612	D4031	**Fire Extinguisher**		Throughout						38

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829627	D5012	**Building/Main Switchboard**	1600 AMP	Electrical room- basement	Square D					
2	1829608	D5012	**Building/Main Switchboard**	800 AMP	Electrical room- basement	Square D					
3	1829635	D5012	**Main Distribution Panel**	600 AMP	Electrical room- basement	Pacific electric					
4	1829602	D5012	**Secondary Transformer**	200 kVA	Electrical room- basement						
5	1829569	D5012	**Secondary Transformer**	75 kVA	Electrical room- basement	Federal Pacific					
6	1829538	D5012	**Transfer Switch**	200 AMP	Electrical room- basement	Zenith	No tag/plate found	No tag/plate found			
7	1829534	D5022	**Light Fixture**		Building exterior						54
8	1829499	D5037	**Fire Alarm Control Panel**		Basement	Honeywell	No tag/plate found	No tag/plate found			
9	1829497	D5038	**Card Reader**		West wing						28
10	1829498	D5092	**Emergency Light**		West wing						18
11	1829503	D5092	**Emergency/Exit Combo LED**		Southeast wing				2020		4
12	1829556	D5092	**Generator**	250 kW	Site	Generac	13778530100	2113854	2013		

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829584	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen- east wing	Sears	253.7481240E	BA61122275			
2	1829611	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen- west wing	Sears	25361832102	BA12823162			
3	1829559	E1094	**Residential Refrigerator, 14-18 CF**		Basement	No tag/plate found	No tag/plate found	No tag/plate found			
4	1829526	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen- west wing	Kenmore	106.57378700	HRU3985424			
5	1829570	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen- east wing		EW26SS656S0	4A75111006			

G40 OTHER

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829528	G4021	**Aluminum Pole**	16 FEET	Site						6
2	1829516	G4021	**Site Pole Light**	400 WATT	Parking lot						9
3	1829519	G4021	**Site Walkway Bollard Light**	150 WATT	Site						28

SECTION IV-O
Police Department

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Police Department
1600 West Beverly Boulevard
Montebello, California 90640

PREPARED BY:
Bureau Veritas
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BV PROJECT #:
142318.20R000-016.354

DATE OF REPORT:
June 30, 2020

ON SITE DATE:
May 6, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Police department
Main Address	1600 West Beverly Boulevard, Montebello, California 90640
Site Developed	1960s Addition and Renovated 1990's
Site Area	1.96 acres (estimated)
Parking Spaces	94 total spaces all in open lots; 0 of which are accessible Shares accessible spaces with City Hall parking
Building Area	63,400 SF (estimated)
Number of Stories	Two and basement
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 6, 2020
Management Point of Contact	City of Montebello/Park, Recreation and Community Services, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Same as above
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The Police Department Building was originally constructed in the 1960's. Additional space was added in 1990's. The basement is used as a jail with holding cells.

Architectural

The building is constructed of metal frame on concrete slabs with integral footings. In general, the structure appears to be sound, with no significant areas of settlement or structural-related deficiencies observed. The exterior envelope system and components were observed to be performing adequately. The additional space added in the 1990's almost quadrupled the original building area. The interior finishes have been well maintained throughout the building. Finishes have been replaced as needed, and are anticipated for lifecycle replacement based on useful life and normal wear.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The majority of the MEPF systems and components are from 1993. Heating and cooling are provided by four air handlers and two rooftop packaged units. Domestic hot water is provided by two local domestic boilers. A main switchboard is located at the building exterior. The building is protected by a fire alarm system and a fire sprinkler system. Lifecycle replacement of the majority of the MEPF systems is anticipated.

Site

The asphalt parking lots must be sealed and striped. Part of the City Hall parking lot is shared with the Police Department. The sidewalks have been periodically replaced as-needed over the years. The site contains moderate landscaping, which is served by in-ground irrigation systems.

Recommended Additional Studies

No additional studies recommended at this time.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis

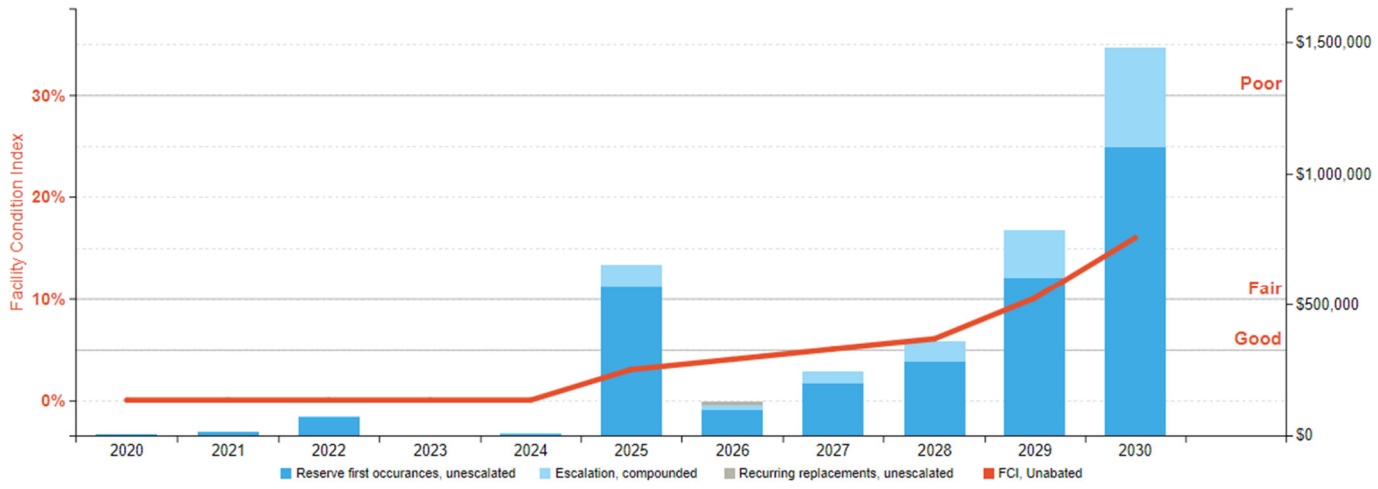
FCI Analysis | Police Department		
Replacement Value *$ 23,775,000*	*Total SF* *63,400*	*Cost/SF* *$ 375*
Current FCI	$ 4,900	0.0 %
3-Year	$ 96,800	0.4 %
5-Year	$ 759,200	3.2 %
10-Year	$ 3,738,300	15.7 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Police Department

Replacement Value: $ 23,775,000; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Police Department	1	$4,822
Total	**1**	**$4,822**

Police Department

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1831272	Police Department	Z108X	ADA, Restroom, Grab Bars & Blocking, Install	NA	Accessibility	$4,822
Total (1 items)						**$4,822**

Key Findings



Secondary Transformer in Poor condition.

30 kVA
Police Department Building exterior

Uniformat Code: D5012
Recommendation: **Replace in 2022**

Priority Score: **89.0**

Plan Type: Performance/Integrity

Cost Estimate: $9,000

**$**$$$

Rusty enclosure - AssetCALC ID: 1831407



Secondary Transformer in Poor condition.

112.5 kVA
Police Department Building exterior

Uniformat Code: D5012
Recommendation: **Replace in 2022**

Priority Score: **89.0**

Plan Type: Performance/Integrity

Cost Estimate: $21,400

**$$**$$

Rusty enclosure - AssetCALC ID: 1831293



Parking Lots in Poor condition.

Asphalt Pavement
Police Department Parking lot

Uniformat Code: G2022
Recommendation: **Seal & Stripe in 2021**

Priority Score: **87.0**

Plan Type: Performance/Integrity

Cost Estimate: $14,200

**$$**$$

The parking surface exhibits areas of alligator and cracking asphalt. A new seal and stripe is recommended. - AssetCALC ID: 1831425



Exhaust Fan in Poor condition.

500 CFM
Police Department Lower roof

Uniformat Code: D3042
Recommendation: **Replace in 2022**

Priority Score: **87.0**

Plan Type: Performance/Integrity

Cost Estimate: $1,600

**$**$$$

The unit is not fully operational - AssetCALC ID: 1831338



Packaged Unit (RTU) in Poor condition.

8.5 TON
Police Department Lower roof

Uniformat Code: D3052
Recommendation: **Replace in 2022**

Priority Score: **86.0**

Plan Type: Performance/Integrity

Cost Estimate: $26,800

**$$**$$

The unit has passed its lifecycle and it is not fully operational. - AssetCALC ID: 1831365



Packaged Unit (RTU) in Poor condition.

3 TON
Police Department Lower roof

Uniformat Code: D3052
Recommendation: **Replace in 2022**

Priority Score: **86.0**

Plan Type: Performance/Integrity

Cost Estimate: $10,000

**$$**$$

The unit has passed its lifecycle and it is not fully operational. - AssetCALC ID: 1831337



Exterior Wall in Fair condition.

Glass Block
Police Department Main entrance

Uniformat Code: B2011
Recommendation: **Replace in 2038**

Priority Score: **62.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $1,500

**$**$$$

- AssetCALC ID: 1831289



Fire Extinguisher in Fair condition.

Type ABC, up to 20 LB
Police Department Throughout building

Uniformat Code: D4031
Recommendation: **Replace in 2025**

Priority Score: **61.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $7,200

**$**$$$

- AssetCALC ID: 1831353



Overhead/Dock Door in Fair condition.

288 SF
Police Department Building exterior

Uniformat Code: B2034
Recommendation: **Replace in 2035**

Priority Score: **60.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $10,000

**$$**$$

- AssetCALC ID: 1831323



Exterior Door in Fair condition.

Aluminum-Framed Fully-Glazed
Police Department Building exterior

Uniformat Code: B2031
Recommendation: **Replace in 2036**

Priority Score: **60.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $7,000

**$**$$$

- AssetCALC ID: 1831312



Card Reader in Fair condition.

Police Department Throughout building

Uniformat Code: D5038
Recommendation: **Replace in 2026**

Priority Score: **58.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $77,200

**$$$**$

- AssetCALC ID: 1831411



Toilet in Fair condition.

GPF
Police Department Restroom- lobby

Uniformat Code: D2011
Recommendation: **Replace in 2035**

Priority Score: **57.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $7,000

**$**$$$

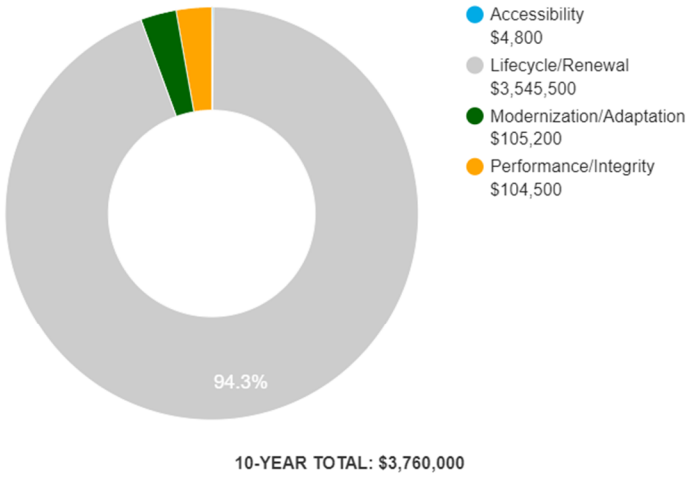
- AssetCALC ID: 1831380

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety		An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity		Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility		Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental		Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation		Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal		Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

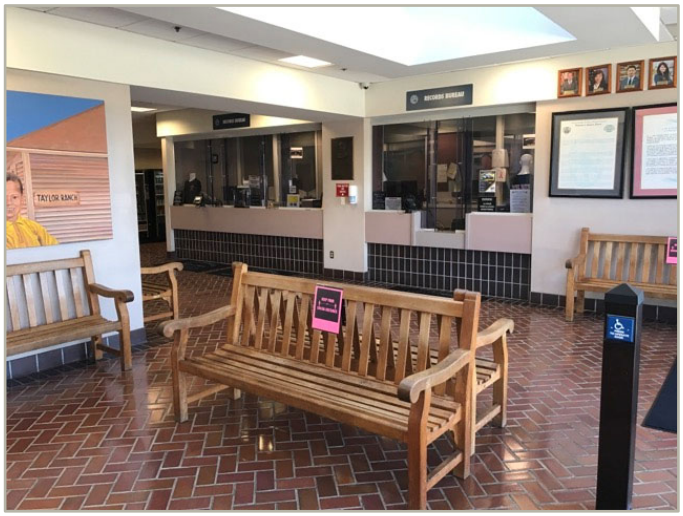
Plan Type Distribution (by Cost)



10-YEAR TOTAL: $3,760,000

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Brick with aluminum windows	Fair
Roof	Primary: Flat construction with modified bituminous finish Secondary: Bricks	Fair
Interiors	Walls: Painted gypsum board, ceramic tiles and Unfinished Floors: Carpet, VCT, ceramic tile, quarry tiles, rubber tiles, elastomeric coating and Unfinished Ceilings: Painted gypsum board, ACT and Unfinished/exposed	Fair
Elevators	Hydraulic: two cars serving all three floors	Fair
Plumbing	Copper supply and cast iron waste & venting Gas domestic boilers with storage tank Toilets, urinals, showers and sinks in all restrooms	Fair
HVAC	Central system with boilers, air handlers, and dry cooler condenser Individual roof top package units and exhaust fans. Supplemental components: None	Fair

Systems Summary

Fire Suppression	Wet-pipe sprinkler system; hydrants, fire extinguishers, hose cabinets	Fair
Electrical	Source & Distribution: Main switchboard and panels with copper wiring Interior Lighting: T-8, T-12 and incandescent Emergency: Diesel generator and UPS	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms, back-up emergency lights, and exit signs	Fair
Equipment/Special	Residential and Commercial kitchen equipment	Fair
Site Pavement	Asphalt lots with areas of concrete and concrete sidewalks, curbs, ramps, and stairs	Fair
Site Development	Building-mounted signage wrought iron fence, flagpole and metal trash dumpster gate. Site lights	Fair
Landscaping and Topography	Limited landscaping features Irrigation present Low to moderate site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: LED Building-mounted: LED Pedestrian walkway lighting	Fair
Ancillary Structures	None	--
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Asphalt parking lots need new seal and stripe, replace corroded transformers, replace old roof top package units. replace old exhaust fan	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	-	-	$500	-	$600	$1,100
Facade	-	-	-	-	$154,800	$154,800
Roofing	-	-	-	$513,100	$228,100	$741,100
Interiors	-	-	$553,100	$404,300	$1,981,900	$2,939,400
Elevators	-	-	-	$48,500	$281,700	$330,300
Plumbing	-	-	-	$39,400	$1,879,200	$1,918,600
Fire Suppression	-	-	$8,400	-	$734,200	$742,600
HVAC	-	$40,800	$81,700	$250,100	$636,000	$1,008,500
Electrical	-	$32,300	$16,400	$38,100	$3,388,100	$3,474,900
Fire Alarm & Comm	-	-	-	$1,300,500	$123,800	$1,424,300
Equipment/Special	-	-	$2,300	$92,100	$154,900	$249,300
Site Lighting	-	-	-	$66,600	$21,800	$88,400
Site Development	-	-	-	$8,800	$5,100	$13,900
Pavement	-	$18,900	-	$210,900	$104,900	$334,700
Landscaping	-	-	-	$28,500	-	$28,500
Accessibility	$4,800	-	-	-	-	$4,800
TOTALS	**$4,800**	**$92,000**	**$662,400**	**$3,000,900**	**$9,695,100**	**$13,455,200**

3. Property Space Use and Observed Areas

Unit Allocation

All 63,400 square feet of the property are occupied by the City of Montebello. The spaces are mostly a combination of offices, conference rooms and shooting range with supporting restrooms, administrative offices, and mechanical and other utility spaces.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roof.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1960's. Additional spaces were added in 1990s. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior or pending litigation related to existing barriers or previously removed barriers.

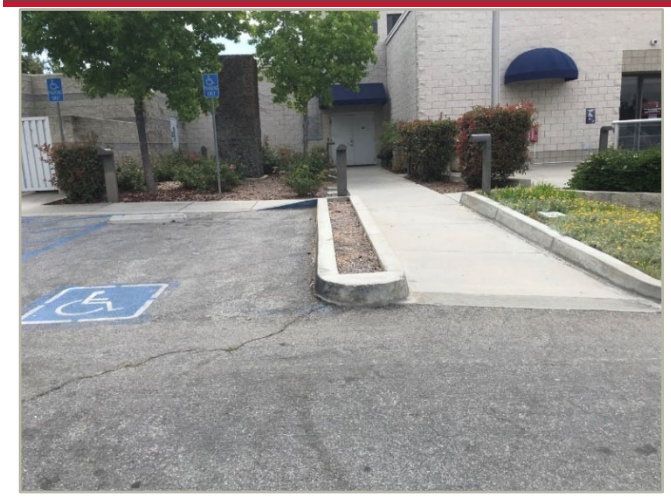
An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

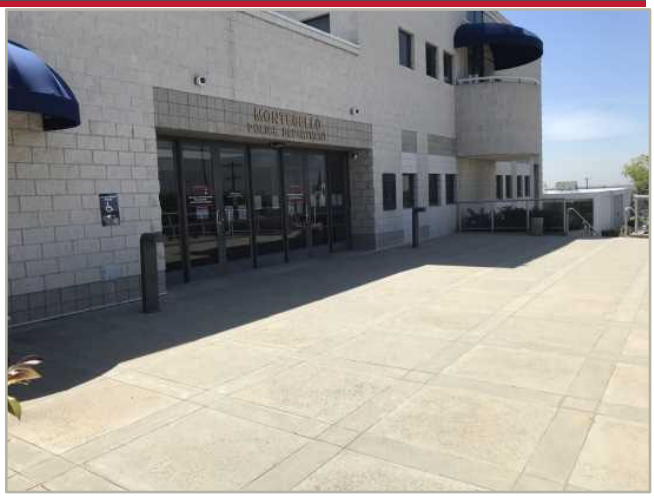
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☒	☒
Public Use Restrooms	☐	☒	☐
Elevators	☐	☐	☒
Kitchens/Kitchenettes		N/A	

Campus Accessibility: Photographic Overview



Building entrance with ramp



Main entrance



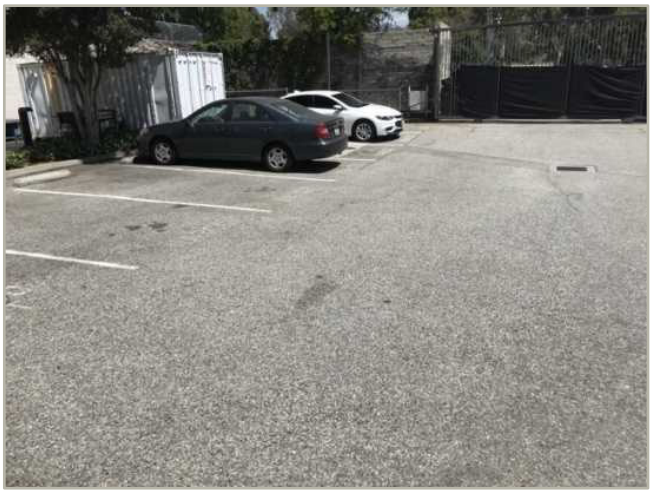
Accessible restroom accommodations



Missing grab bar



Accessible parking



Accessible parking with ramp

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or awfully close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed, or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Police Department, 1600 West Beverly Boulevard, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Nezar M. Tibi,
Project Manager

Reviewed by:



Kathleen Sullivan
Technical Report Reviewer for
Mark Surdam
Program Manager
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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: ADA Checklist
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FRONT ELEVATION



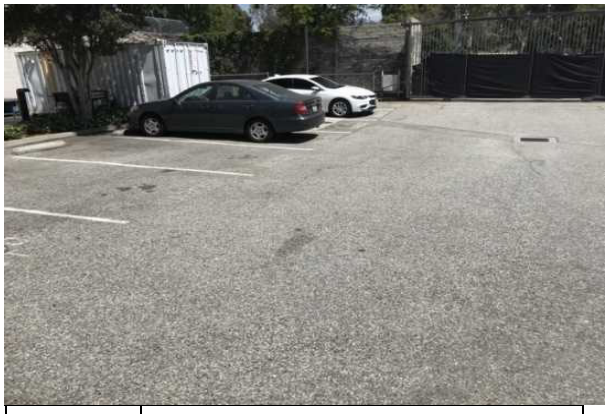
2	RIGHT ELEVATION



3	REAR ELEVATION



4	LEFT ELEVATION



5	PARKING LOTS



6	PARKING LOTS



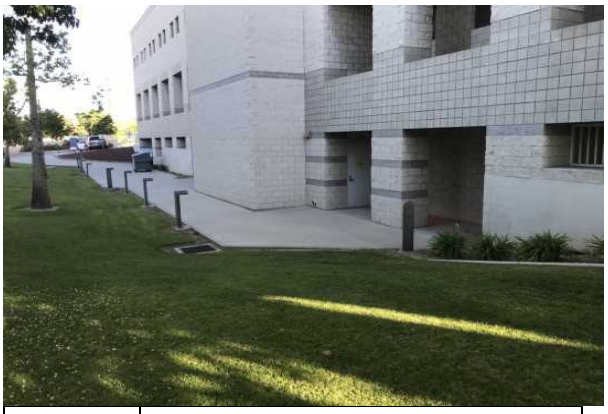
7	ADA PARKING



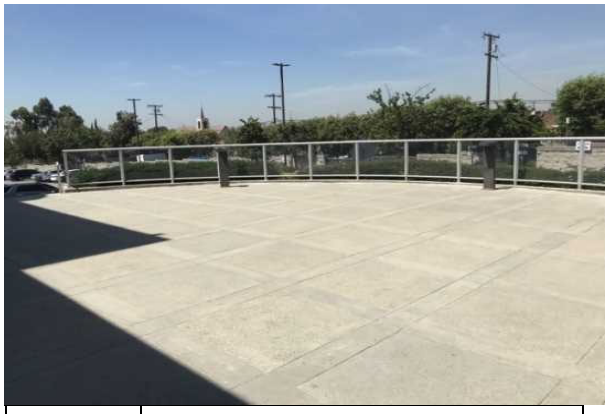
8	EXTERIOR RAMP



9	LANDSCAPING



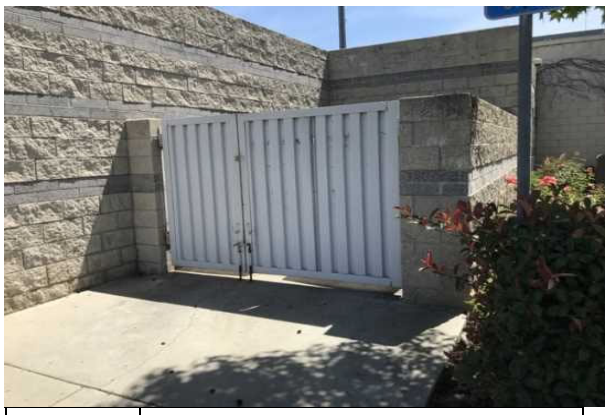
10	SIDEWALK



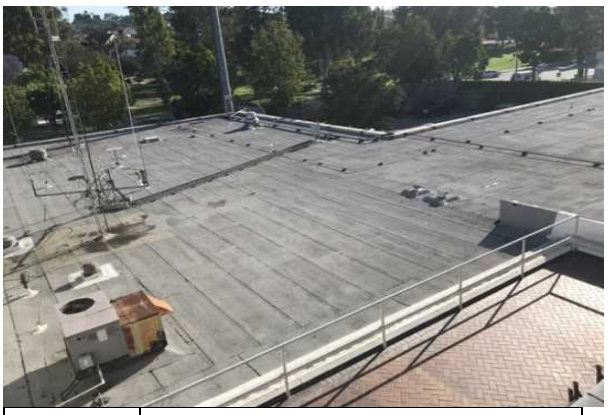
11	MAIN ENTRANCE SIDEWALK



12	EXTERIOR STAIR



13	TRASH ENCLOSURES



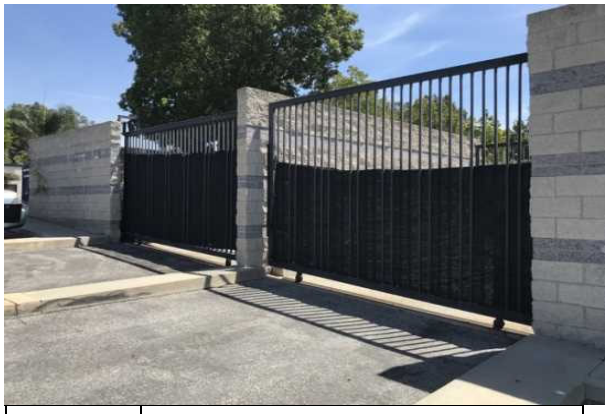
14	ROOF



15	ROOF



16	ROOF SKYLIGHT



17	VEHICLE CONTROL GATE



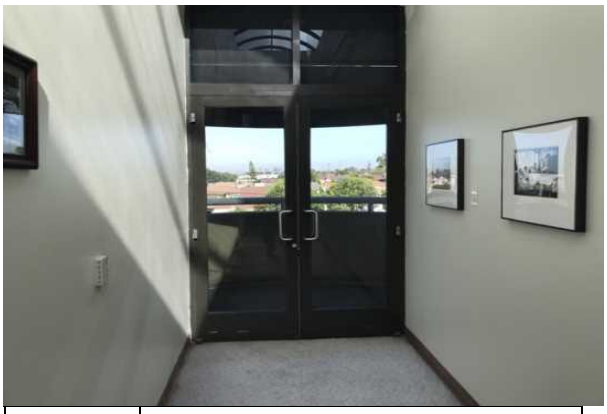
18	VEHICLE CONTROL GATE



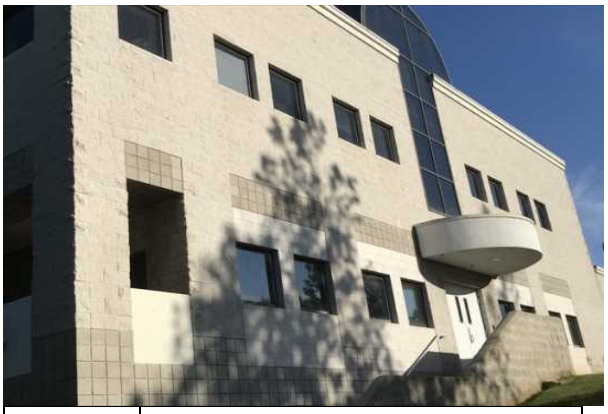
19	EXTERIOR DOOR



20	EXTERIOR DOOR



21	EXTERIOR DOOR



22	WINDOWS



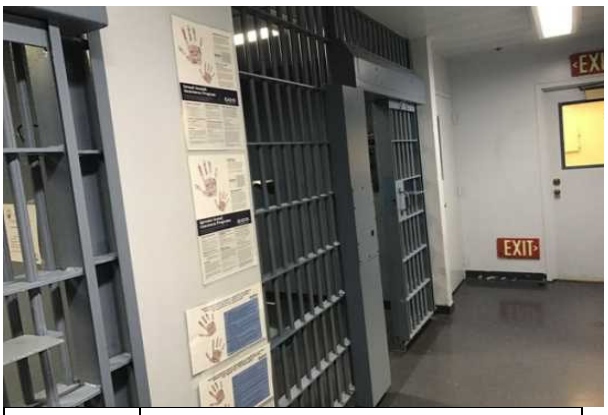
23	INTERIOR DOOR



24	INTERIOR DOOR



25	ELEVATOR CAB FINISHES



26	HOLDING CELL



27	EXTERIOR AIR HANDLER (AHU)



28	PACKAGE UNIT



29	INTERIOR AIR HANDLER (AHU)



30	BOILER



31	EXHAUST FAN



32	EXHAUST FAN



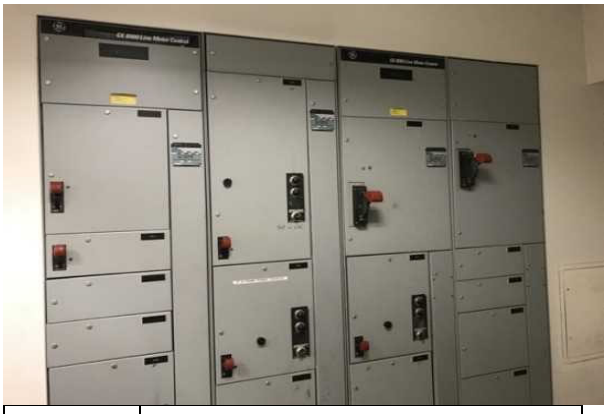
33	DOMESTIC CIRCULATION/BOOSTER PUMP



34	GENERATOR



35	BUILDING/MAIN SWITCHBOARD



36	MOTOR CONTROL CENTER



37	UNINTERRUPTIBLE POWER SUPPLY (UPS)



38	SECONDARY TRANSFORMER



39	CORRODED SECONDARY TRANSFORMER



40	DISTRIBUTION ELECTRICAL PANEL



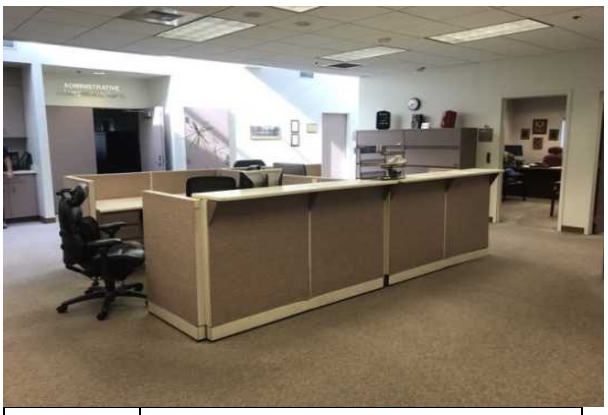
41	ELEVATOR CONTROL



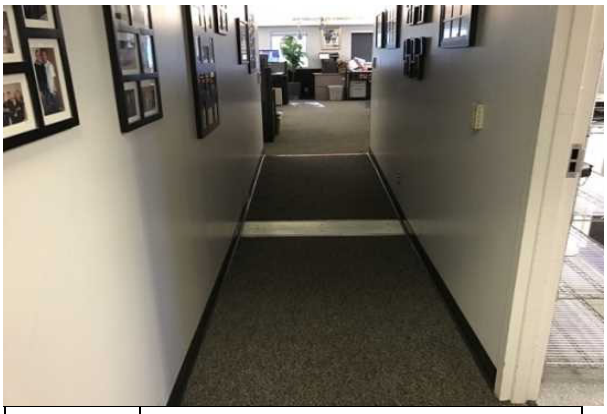
42	FIRE ALARM CONTROL PANEL



43	LOBBY



44	FRONT COUNTER



45	HALLWAY



46	OFFICE



47	CLASSROOM



48	CONFERENCE ROOM



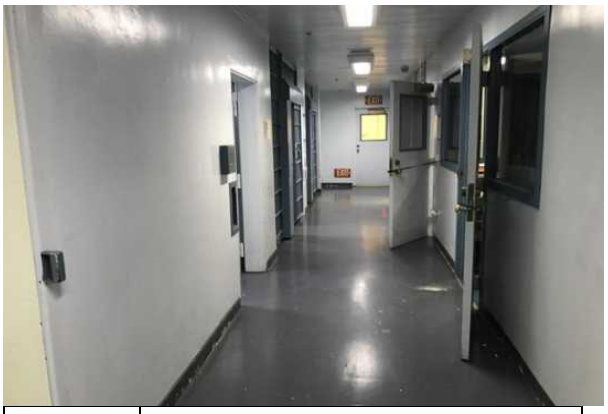
49	LOUNGE



50	WORK OUT ROOM



51	SHOOTING RANGE



52	HOLDING CELL AREA



53	KITCHEN



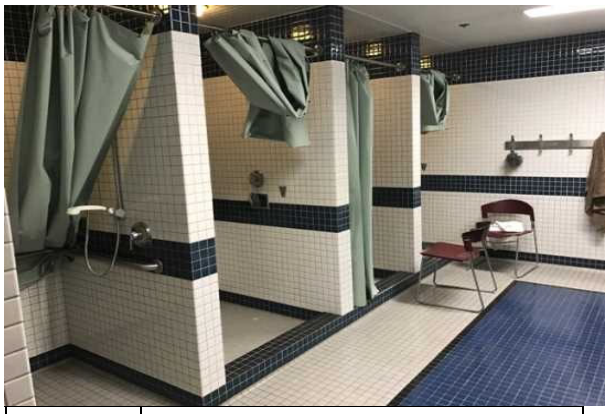
54	FREEZER



55	REFRIGERATOR



56	LOCKERS



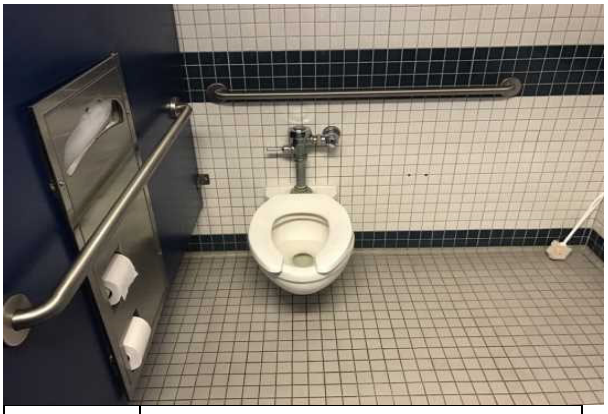
57	SHOWER



58	RESTROOM



59	TOILET PARTITIONS



60	TOILET



61	SINK/LAVATORY



62	SHOWER



63	URINAL



64	SINK/LAVATORY



65	HOLDING CELL SINK AND TOILET



66	DRINKING FOUNTAIN

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-016.354	Police Department City of Montebello
Source	**On-Site Date**
Google	May 6, 2020

N

Appendix C:
ADA Checklist

Visual Checklist - 2010 ADA Standards for Accessible Design

Property Name: Police Department

EMG Project Number: 142318.20R000-016.354

Abbreviated Accessibility Checklist					
Facility History and Interview					
	Question	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property? If so, indicate when.		X		
2	Have any ADA improvements been made to the property since original construction? Elaborate, especially if fully or partially addressed as the result of a previous study.			X	
3	Has building ownership/management reported any ADA complaints or litigation?		X		

	Question	Yes	No	NA	Comments
1	Is there an accessible route to the play area/s?			X	
2	Has the play area been reviewed for accessibility?			X	
3	Are publicly accessible swimming pools equipped with an entrance lift?			X	

Abbreviated Accessibility Checklist

Parking



Accessibility parking



Accessibility parking

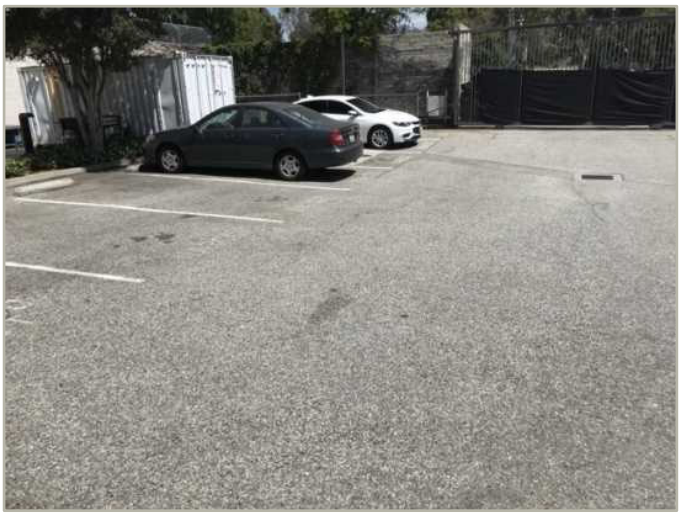
	Question	Yes	No	NA	Comments
1	Does the required number of standard ADA designated spaces appear to be provided?	X			Parking is shared with City Hall
2	Does the required number of van-accessible designated spaces appear to be provided?		X		
3	Are accessible spaces on the shortest accessible route to an accessible building entrance?	X			
4	Does parking signage include the International Symbol of Accessibility?	X			
5	Does each accessible space have an adjacent access aisle?	X			
6	Do parking spaces and access aisles appear to be relatively level and without obstruction?	X			

Abbreviated Accessibility Checklist

Exterior Accessible Route



Exterior route



Exterior route

	Question	Yes	No	NA	Comments
1	Is an accessible route present from public transportation stops and municipal sidewalks on or immediately adjacent to the property?	X			
2	Does a minimum of one accessible route appear to connect all public areas on the exterior, such as parking and other outdoor amenities, to accessible building entrances?	X			
3	Are curb ramps present at transitions through raised curbs on all accessible routes?	X			
4	Do curb ramps appear to have compliant slopes for all components?	X			
5	Do ramp runs on an accessible route appear to have compliant slopes?	X			
6	Do ramp runs on an accessible route appear to have a compliant rise and width?	X			
7	Do ramps on an accessible route appear to have compliant end and intermediate landings?	X			
8	Do ramps on an accessible route appear to have compliant handrails?	X			

Abbreviated Accessibility Checklist

Building Entrances



caption of best building entrances photo

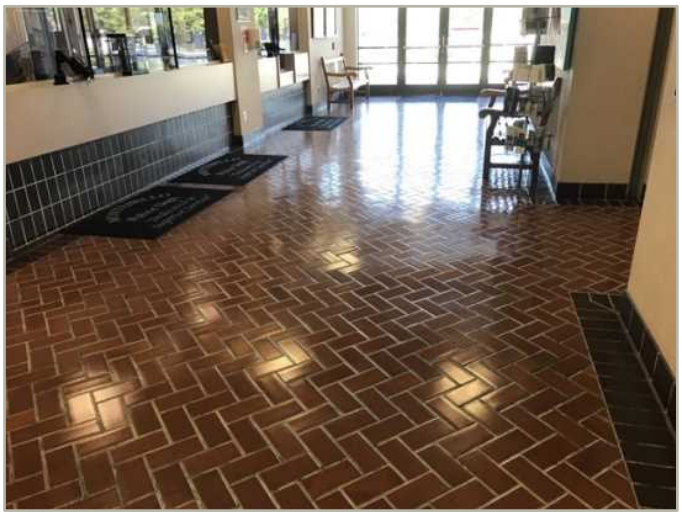


caption of 2nd best building entrances photo

	Question	Yes	No	NA	Comments
1	Do a sufficient number of accessible entrances appear to be provided?	X			
2	If the main entrance is not accessible, is an alternate accessible entrance provided?	X			
3	Is signage provided indicating the location of alternate accessible entrances?	X			
4	Do doors at accessible entrances appear to have compliant maneuvering clearance area on each side?	X			
5	Do doors at accessible entrances appear to have compliant hardware?	X			
6	Do doors at accessible entrances appear to have a compliant clear opening width?	X			
7	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?	X			
8	Do thresholds at accessible entrances appear to have a compliant height?	X			

Abbreviated Accessibility Checklist

Interior Accessible Route, Interior Doors & Amenities



Interior route



Interior route

	Question	Yes	No	NA	Comments
1	Does an accessible route appear to connect all public areas inside the building?	X			
2	Do accessible routes appear free of obstructions and/or protruding objects?	X			
3	Do ramps on accessible routes appear to have compliant slopes?				
4	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	
5	Do ramps on accessible routes appear to have compliant end and intermediate landings?			X	
6	Do ramps on accessible routes appear to have compliant handrails?			X	
7	Are accessible areas of refuge and the accessible means of egress to those areas identified with accessible signage?	X			
8	Do public transaction areas have an accessible, lowered service counter section?	X			
9	Do public telephones appear mounted with an accessible height and location?			X	
10	Do doors at interior accessible routes appear to have compliant maneuvering clearance area on each side?	X			
11	Do doors at interior accessible routes appear to have compliant hardware?	X			
12	Do non-fire hinged, sliding, or folding doors on interior accessible routes appear to have compliant opening force?	X			

13	Do doors on interior accessible routes appear to have a compliant clear opening width?	X			

Abbreviated Accessibility Checklist

Elevators



Accessiblity-related elevators



Accessibility-related elevators

	Question	Yes	No	NA	Comments
1	Are hallway call buttons configured with the “UP” button above the “DOWN” button?	X			
2	Is accessible floor identification signage present on the hoistway sidewalls on each level?	X			
3	Do the elevators have audible and visual arrival indicators at the lobby and hallway entrances?		X		
4	Do the elevator hoistway and car interior appear to have a minimum compliant clear floor area?	X			
5	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?	X			
6	Do elevator car control buttons appear to be mounted at a compliant height?	X			
7	Are tactile and Braille characters mounted to the left of each elevator car control button?		X		
8	Are audible and visual floor position indicators provided in the elevator car?	X			
9	Is the emergency call system on or adjacent to the control panel and does it not require voice communication?	X			

Abbreviated Accessibility Checklist

Common Area Restrooms



Accessiblity-related restroom



Accessibility-related restroom

	Question	Yes	No	NA	Comments
1	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?	X			
2	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?	X			
3	Does the lavatory faucet have compliant handles?	X			
4	Is the plumbing piping under lavatories configured to protect against contact?		X		Only one bathroom
5	Are grab bars provided at compliant locations around the toilet?	X			
6	Do toilet stall doors appear to provide the minimum compliant clear width?	X			
7	Do toilet stalls appear to provide the minimum compliant clear floor area?	X			
8	Where more than one urinal is present in a multi-user restroom, does minimum one urinal appear to be mounted at a compliant height and with compliant approach width?	X			
9	Do accessories and mirrors appear to be mounted at a compliant height?	X			

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
A2010	Basement- shooting range	Good	Basement Wall, Concrete	2,200 SF	55	1831305
B1080	Site	Fair	Exterior Stair/Ramp Rails, Metal, Refinish	220 LF	5	1831390
Facade						
B2010	Main entrance	Fair	Exterior Wall, Glass Block	22 SF	18	1831289
B2020	Building exterior	Fair	Window, 12 SF	62	15	1831291
B2020	Building exterior	Fair	Storefront, Metal-Framed Windows w/out Door(s)	250 SF	16	1831892
B2050	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	4	16	1831312
B2050	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	1	16	1831352
B2050	Lobby	Fair	Overhead Door, 56 SF	1	16	1831420
B2050	Building exterior	Fair	Exterior Door, Steel	4	15	1831355
B2050	Hallway- 2nd floor	Fair	Overhead Door, 56 SF	1	15	1831382
B2050	Building exterior	Fair	Overhead/Dock Door, 288 SF	1	15	1831323
Roofing						
B3010	Roof	Fair	Roof, Modified Bituminous	28,500 SF	10	1831346
B3060	Roof	Fair	Roof Skylight, per SF of glazing	2,000 SF	18	1831361
Interiors						
C1030	Throughout building	Fair	Interior Door, Wood Solid-Core	258	18	1831314
C1030	Throughout building	Fair	Door Hardware System, Office (per Door)	275	13	1831894
C1030	Throughout building	Fair	Interior Door, Steel Fire, 90-Minutes and Over	8	18	1831324
C1070	Throughout building	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	55,000 SF	13	1831397
C1070	Lobby	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	1,800 SF	17	1831280
C1090	Basement - women's lockers	Fair	Lockers, Steel Baked Enamel, 12" W x 15" D x 72" H	75	10	1831363
C1090	Basement - women's restroom	Fair	Toilet Partitions, Plastic/Laminate	5	12	1831370
C1090	Basement - men's lockers	Fair	Lockers, Steel Baked Enamel, 12" W x 15" D x 72" H	120	10	1831321
C1090	Restrooms- 2rd floor	Fair	Toilet Partitions, Plastic/Laminate	4	12	1831307
C1090	Basement - men's restroom	Fair	Toilet Partitions, Plastic/Laminate	5	10	1831402
C1090	Restroom- lobby	Fair	Toilet Partitions, Plastic/Laminate	4	10	1831377
C2010	Chief office- restroom	Fair	Interior Wall Finish, Ceramic Tile	150 SF	22	1831410
C2010	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	75,000 SF	5	1831371
C2010	Restroom- lobby	Fair	Interior Wall Finish, Ceramic Tile	1,500 SF	18	1831358
C2010	Restroom- basement	Fair	Interior Wall Finish, Ceramic Tile	3,200 SF	18	1831348
C2030	Basement - men's	Fair	Interior Floor Finish, Vinyl Tile (VCT)	5,500 SF	7	1831308
C2030	Chief office- restroom	Fair	Interior Floor Finish, Ceramic Tile	110 SF	22	1831292
C2030	Jail cell	Fair	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	3,500 SF	5	1831349
C2030	Restroom- basement	Fair	Interior Floor Finish, Ceramic Tile	2,200 SF	22	1831285

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C2030	Throughout building- 2nd floor	Fair	Interior Floor Finish, Carpet Commercial Tile	1,500 SF	7	1831304
C2030	Throughout building	Fair	Interior Floor Finish, Vinyl Tile (VCT)	17,500 SF	7	1831378
C2030	Interior stairs	Fair	Interior Floor Finish, Rubber Tile	750 SF	7	1831315
C2030	Throughout building	Fair	Interior Floor Finish, Quarry Tile	6,500 SF	28	1831364
C2030	Throughout building	Fair	Interior Floor Finish, Carpet Commercial Standard	28,000 SF	5	1831271
C2050	Throughout building	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	1,100 SF	5	1831891
Elevators						
D1010	Basement	Fair	Elevator Controls, 1 CAR, Modernize [Elevator-1]	1	10	1831372
D1010	Basement	Fair	Elevator, 4500 LB, Renovate [Elevator-1]	1	15	1831284
D1010	Basement	Fair	Elevator, 4500 LB, Renovate [Elevator-2]	1	15	1831350
D1010	Basement	Fair	Elevator Controls, 1 CAR, Modernize [Elevator-2]	1	10	1831301
D1010	Elevator-1	Fair	Elevator Cab Finishes, Standard w/ Stainless Steel Doors [Elevator-1]	1	8	1831319
D1010	Elevator-2	Fair	Elevator Cab Finishes, Standard w/ Stainless Steel Doors [Elevator- 2]	1	8	1831325
Plumbing						
D2010	Kitchen- 2nd floor	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	12	1831279
D2010	Hallway	Fair	Drinking Fountain, Floor-Mounted, Interior Basic	1	9	1831393
D2010	Basement - men's lockers	Fair	Shower, GPM	8	16	1831297
D2010	Chief office- restroom	Fair	Toilet, GPF	1	15	1831296
D2010	Throughout	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	3	14	1831396
D2010	Restrooms- 2rd floor	Fair	Toilet, GPF	1	15	1831362
D2010	restroom- lobby	Fair	Urinal, GPF	1	15	1831281
D2010	Jail cell	Fair	Shower, GPM	2	10	1831375
D2010	Restrooms- 3rd floor	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	15	1831302
D2010	Restrooms- 2rd floor	Fair	Toilet, GPF	9	15	1831270
D2010	Chief office- restroom	Fair	Shower, GPM	1	16	1831399
D2010	Basement - men's restroom	Fair	Toilet, GPF	5	18	1831300
D2010	Roof	Fair	Domestic Circulation/Booster Pump, 10 HP	1	13	1831275
D2010	Basement - women's lockers	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	4	15	1831392
D2010	Basement - men's lockers	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	5	15	1831306
D2010	Restrooms- 2rd floor	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	5	15	1831341
D2010	Restrooms- 2rd floor	Fair	Urinal, GPF	3	15	1831273
D2010	Restrooms- 3rd floor	Fair	Toilet, GPF	2	15	1831414
D2010	Boiler room	Fair	Domestic Circulation/Booster Pump, 3 HP	1	6	1831387
D2010	Basement - women's restroom	Fair	Toilet, GPF	5	15	1831294
D2010	Roof	Fair	Domestic Circulation/Booster Pump, 10 HP	1	13	1831366
D2010	Lobby	Fair	Drinking Fountain, Floor-Mounted, Interior Basic	1	9	1831413
D2010	Janitor closet- 2nd floor	Fair	Service Sink, Floor	1	15	1831286

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2010	Basement - women's locker	Fair	Drinking Fountain, Floor-Mounted, Interior Basic	1	7	1831331
D2010	Kitchen	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	2	14	1831423
D2010	Chief office- restroom	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	15	1831406
D2010	Basement - women's lockers	Fair	Shower, GPM	3	16	1831398
D2010	Boiler room	Fair	Water Storage Tank, 300 GAL	1	8	1831309
D2010	Utility closet	Fair	Service Sink, Floor	1	15	1831320
D2010	Basement	Good	Drinking Fountain, Floor-Mounted, Interior Basic	1	11	1831318
D2010	Boiler room	Fair	Domestic Circulation/Booster Pump, 3 HP	1	6	1831401
D2010	restroom- lobby	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	4	15	1831386
D2010	Jail cell	Fair	Service Sink, Floor	1	20	1831424
D2010	Basement - men's restroom	Fair	Urinal, GPF	5	15	1831421
D2010	Basement - men's locker	Fair	Drinking Fountain, Floor-Mounted, Interior Basic	1	8	1831333
D2010	Kitchen- 2nd floor	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	2	14	1831334
D2010	Restrooms- 2rd floor	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	10	15	1831310
D2010	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	63,400 SF	18	1831356
D2010	Restroom- lobby	Fair	Toilet, GPF	4	15	1831380
HVAC						
D3020	Boiler room	Fair	Boiler, 500 MBH	1	17	1831351
D3020	Boiler room	Fair	Boiler, 500 MBH	1	17	1831268
D3030	Roof	Fair	Drycooler/Condenser, 80 TON	1	8	1831269
D3050	Roof	Fair	Air Handler (AHU), 8000 CFM	1	8	1831278
D3050	Roof	Fair	Air Handler (AHU), 8000 CFM	1	8	1831282
D3050	Basement	Fair	Air Handler (AHU), 4000 CFM	1	5	1831345
D3050	Lower roof	Poor	Packaged Unit (RTU), 3 TON	1	2	1831337
D3050	Basement	Fair	Air Handler (AHU), 4000 CFM	1	5	1831359
D3050	Throughout building	Fair	HVAC System Ductwork, Medium Density	63,400 SF	16	1831403
D3050	Lower roof	Poor	Packaged Unit (RTU), 8.5 TON	1	2	1831365
D3060	Lower roof	Fair	Exhaust Fan, 500 CFM [EF-5]	1	4	1831357
D3060	Basement- evidence	Fair	Exhaust Fan, 500 CFM	1	12	1831299
D3060	Roof	Fair	Exhaust Fan, 500 CFM [EF-10]	1	6	1831354
D3060	Roof	Fair	Exhaust Fan, 8500 CFM	1	10	1831360
D3060	Lower roof	Fair	Exhaust Fan, 5000 CFM	1	6	1831277
D3060	Roof	Fair	Exhaust Fan, 2000 CFM	1	5	1831404
D3060	Lower roof	Fair	Exhaust Fan, 250 CFM	1	7	1831376
D3060	Lower roof	Poor	Exhaust Fan, 500 CFM	1	2	1831338
D3060	Roof	Fair	Exhaust Fan, 2000 CFM [EF-2]	1	4	1831342
D3060	Lower roof	Fair	Exhaust Fan, 1000 CFM	1	4	1831328

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D3060	Lower roof	Fair	Exhaust Fan, 1000 CFM [EF-7]	1	4	1831339
Electrical						
D5010	Electrical room- basement	Fair	Uninterruptible Power Supply (UPS), 7.5 kVA	1	9	1831367
D5010	Site	Fair	Generator, 600 kW	1	12	1831383
D5020	Building exterior	Poor	Secondary Transformer, 112.5 kVA	1	2	1831293
D5020	Throughout	Fair	Full Electrical System Upgrade, Medium Density/Complexity	63,400 SF	18	1831409
D5020	Basement	Fair	Main Distribution Panel, 400 AMP	1	14	1831322
D5020	Building exterior	Fair	Main Distribution Panel, 1200 AMP	1	14	1831347
D5020	Electrical room- basement	Fair	Secondary Transformer, 75 kVA	1	16	1831276
D5020	Building exterior	Poor	Secondary Transformer, 30 kVA	1	2	1831407
D5020	Roof	Fair	Motor Control Center w/ Main Breaker, 600 AMP	1	14	1831395
D5020	Building exterior	Fair	Building/Main Switchboard, 2000 AMP	1	18	1831283
D5020	Basement	Fair	Secondary Transformer, 225 kVA	1	15	1831368
D5030	Utility room- basement	Fair	Variable Frequency Drive (VFD), 5 HP, Replace/Install	1	10	1831405
D5030	utility room- basement	Fair	Variable Frequency Drive (VFD), 5 HP, Replace/Install	1	10	1831335
D5040	Throughout building	Fair	Exit Sign Light Fixture, LED	48	5	1831303
D5040	Building exterior	Fair	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W	6	10	1831385
Equipment/Special						
E1030	Kitchen	Fair	Commercial Kitchen, Freezer, 1-Door Reach-In	1	9	1831313
E1030	Basement- evidence	Fair	Commercial Kitchen, Freezer, 2-Door Reach-In	1	9	1831394
E1030	Basement- evidence	Fair	Commercial Kitchen, Freezer, 2-Door Reach-In	1	9	1831336
E1030	Basement-evidence	Fair	Commercial Kitchen, Freezer, 2-Door Reach-In	1	9	1831426
E1030	Kitchen	Fair	Commercial Kitchen, Refrigerator, 1-Door Reach-In	1	9	1831274
E1040	Jail cell	Fair	Detention Doors & Hardware, Wrought Iron	9	20	1831288
E1040	Jail cell	Fair	Toilet & Wash Basin, Stainless Steel, Detention Fixture	7	15	1831327
E1040	Lobby	Fair	Defibrillator (AED), Cabinet Mounted	1	5	1831326
E1060	Kitchen- 2 Nd floor	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	9	1831340
E1060	Kitchen- 2nd floor	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	8	1831369
E1060	Kitchen- 2nd floor	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	8	1831311
E1060	Kitchen- 2 nd floor	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	8	1831416
E1060	Kitchen- basement	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	8	1831267
E1060	Kitchen	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	8	1831381
E1060	Kitchen	Fair	Residential Appliances, 18	1	8	1831266
E1060	Kitchen	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	8	1831388
E1060	Kitchen	Fair	Residential Appliances, 14	1	10	1831391
E2010	Kitchen- 2nd floor	Fair	Kitchen Cabinetry, Stock Hardwood	90 LF	8	1831344
E2010	Throughout building- 3rd floor	Fair	Kitchen Cabinetry, Stock Hardwood	75 LF	12	1831384

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Pavement						
G2020	North parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	6,500 SF	3	1831419
G2020	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	23,500 SF	10	1831412
G2020	North parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	6,500 SF	10	1831332
G2020	Parking lot	Poor	Parking Lots, Asphalt Pavement, Seal & Stripe	23,500 SF	1	1831425
G2030	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	5,600 SF	28	1831428
G2030	Lower roof	Fair	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers	750 SF	14	1831400
Site						
G2060	Building exterior	Fair	Signage, Property, Building or Pole-Mounted	1	10	1831893
G2060	Building exterior	Fair	Fences & Gates, Wrought Iron, 4' High	72 LF	28	1831295
G2060	Trash enclosure	Fair	Dumpster Accessories, Enclosures, Wood/Metal Gates, Replace/Install	2	10	1831427
G2060	Main entrance	Fair	Flagpole, Metal	1	14	1831329
G2060	West parking lot	Fair	Fences & Gates, Wrought Iron, 6' High	2 LF	25	1831316
G2080	Landscaping	Fair	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	16,800 SF	8	1831290
G4050	Site	Fair	Site Walkway Bollard Light, 150 WATT, Replace/Install	14	10	1831298
G4050	North parking lot	Fair	Aluminum Pole, 20' FEET, Replace/Install	2	16	1831422
G4050	Parking lot	Fair	Site Pole Light, 400 WATT, Replace/Install	4	10	1831408
Fire Protection						
D4010	Throughout building	Fair	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	63,400 SF	18	1831343
D4030	Throughout building	Fair	Fire Extinguisher, Type ABC, up to 20 LB	36	5	1831353
Electronic Safety & Security						
D7010	West parking lot	Fair	Vehicle Control Gate w/ Controller	6	9	1831330
D7010	North parking lot	Fair	Vehicle Control Gate w/ Controller	5	9	1831417
D7010	Throughout building	Fair	Card Reader	48	6	1831411
D7030	Throughout building	Fair	Security/Surveillance System, Cameras and CCTV, Install	63,400 SF	9	1831317
D7050	Throughout building	Fair	Fire Alarm System, Standard Addressable, Upgrade/Install	63,400 SF	10	1831287
D7050	Electrical room	Fair	Fire Alarm Control Panel, Addressable	1	7	1831418
Accessibility						
Y1050	Restrooms- 2rd floor	NA	ADA, Restroom, Grab Bars & Blocking, Install	2	0	1831272

Appendix E:
Replacement Reserves

Replacement Reserves Report

Police Department

6/30/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Police Department	$4,822	$14,591	$73,047	$4,282	$9,649	$652,788	$132,079	$244,695	$360,854	$785,033	$1,478,300	$21,141	$480,624	$600,534	$136,668	$1,421,688	$844,916	$124,100	$5,995,293	$0	$69,931	**$13,455,034**
Grand Total	**$4,822**	**$14,591**	**$73,047**	**$4,282**	**$9,649**	**$652,788**	**$132,079**	**$244,695**	**$360,854**	**$785,033**	**$1,478,300**	**$21,141**	**$480,624**	**$600,534**	**$136,668**	**$1,421,688**	**$844,916**	**$124,100**	**$5,995,293**	**$0**	**$69,931**	**$13,455,034**

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B1080	Site	1831390	Exterior Stair/Ramp Rails, Metal, Refinish	10	5	5	220	LF	$1.84	$405						$405										$405							**$810**
B2010	Main entrance	1831289	Exterior Wall, Glass Block, Replace	40	22	18	22	SF	$66.98	$1,474																			$1,474			**$1,474**
B2020	Building exterior	1831291	Window, 12 SF, Replace	30	15	15	62	EA	$870.71	$53,984																$53,984						**$53,984**
B2020	Building exterior	1831892	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	14	16	250	SF	$73.68	$18,419																	$18,419					**$18,419**
B2050	Building exterior	1831355	Exterior Door, Steel, Replace	40	25	15	4	EA	$803.74	$3,215																$3,215						**$3,215**
B2050	Building exterior	1831312	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	14	16	4	EA	$1,741.43	$6,966																	$6,966					**$6,966**
B2050	Building exterior	1831352	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	14	16	1	EA	$1,741.43	$1,741																	$1,741					**$1,741**
B2050	Hallway- 2nd floor	1831382	Overhead Door, 56 SF, Replace	30	15	15	1	EA	$1,168.27	$1,168																$1,168						**$1,168**
B2050	Building exterior	1831323	Overhead/Dock Door, 288 SF, Replace	30	15	15	1	EA	$10,046.70	$10,047																$10,047						**$10,047**
B2050	Lobby	1831420	Overhead Door, 56 SF, Replace	30	14	16	1	EA	$1,168.27	$1,168																	$1,168					**$1,168**
B3010	Roof	1831346	Roof, Modified Bituminous, Replace	20	10	10	28500	SF	$13.40	$381,775											$381,775											**$381,775**
B3060	Roof	1831361	Roof Skylight, per SF of glazing, Replace	30	12	18	2000	SF	$66.98	$133,956																			$133,956			**$133,956**
C1030	Throughout building	1831314	Interior Door, Wood Solid-Core, Replace	40	22	18	258	EA	$937.69	$241,925																			$241,925			**$241,925**
C1030	Throughout building	1831324	Interior Door, Steel Fire, 90-Minutes and Over, Replace	40	22	18	8	EA	$1,272.58	$10,181																			$10,181			**$10,181**
C1030	Throughout building	1831894	Door Hardware System, Office (per Door), Replace	30	17	13	275	EA	$468.85	$128,933														$128,933								**$128,933**
C1070	Throughout building	1831397	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	12	13	55000	SF	$4.69	$257,865														$257,865								**$257,865**
C1070	Lobby	1831280	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	8	17	1800	SF	$4.69	$8,439																		$8,439				**$8,439**
C1090	Basement - men's restroom	1831402	Toilet Partitions, Plastic/Laminate, Replace	20	10	10	5	EA	$1,004.67	$5,023											$5,023											**$5,023**
C1090	Restroom- lobby	1831377	Toilet Partitions, Plastic/Laminate, Replace	20	10	10	4	EA	$1,004.67	$4,019											$4,019											**$4,019**
C1090	Basement - women's restroom	1831370	Toilet Partitions, Plastic/Laminate, Replace	20	8	12	5	EA	$1,004.67	$5,023													$5,023									**$5,023**
C1090	Restrooms- 2rd floor	1831307	Toilet Partitions, Plastic/Laminate, Replace	20	8	12	4	EA	$1,004.67	$4,019													$4,019									**$4,019**
C1090	Basement - women's lockers	1831363	Lockers, Steel Baked Enamel, 12" W x 15" D x 72" H, Replace	20	10	10	75	EA	$669.78	$50,234											$50,234											**$50,234**
C1090	Basement - men's lockers	1831321	Lockers, Steel Baked Enamel, 12" W x 15" D x 72" H, Replace	20	10	10	120	EA	$669.78	$80,374											$80,374											**$80,374**
C2010	Restroom- lobby	1831358	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	1500	SF	$24.11	$36,168																			$36,168			**$36,168**
C2010	Restroom- basement	1831348	Interior Wall Finish, Ceramic Tile, Replace	40	22	18	3200	SF	$24.11	$77,159																			$77,159			**$77,159**
C2010	Throughout building	1831371	Interior Wall Finish, any surface, Prep & Paint	10	5	5	75000	SF	$2.01	$150,701						$150,701										$150,701						**$301,401**
C2030	Jail cell	1831349	Interior Floor Finish, any surface w/ Elastomeric Coating, Prep & Paint	10	5	5	3500	SF	$12.06	$42,196						$42,196										$42,196						**$84,392**
C2030	Basement - men's	1831308	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	8	7	5500	SF	$6.70	$36,838								$36,838														**$36,838**
C2030	Throughout building	1831378	Interior Floor Finish, Vinyl Tile (VCT), Replace	15	8	7	17500	SF	$6.70	$117,212								$117,212														**$117,212**
C2030	Interior stairs	1831315	Interior Floor Finish, Rubber Tile, Replace	15	8	7	750	SF	$12.06	$9,042								$9,042														**$9,042**
C2030	Throughout building	1831271	Interior Floor Finish, Carpet Commercial Standard, Replace	10	5	5	28000	SF	$10.05	$281,308						$281,308										$281,308						**$562,615**
C2030	Throughout building- 2nd floor	1831304	Interior Floor Finish, Carpet Commercial Tile, Replace	10	3	7	1500	SF	$8.71	$13,061								$13,061											$13,061			**$26,121**
C2050	Throughout building	1831891	Interior Ceiling Finish, any flat surface, Prep & Paint	10	5	5	1100	SF	$2.68	$2,947						$2,947										$2,947						**$5,894**
D1010	Elevator-1	1831319	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	7	8	1	EA	$12,056.04	$12,056									$12,056													**$12,056**
D1010	Elevator-2	1831325	Elevator Cab Finishes, Standard w/ Stainless Steel Doors, Replace	15	7	8	1	EA	$12,056.04	$12,056									$12,056													**$12,056**
D1010	Basement	1831372	Elevator Controls, 1 CAR, Modernize	20	10	10	1	EA	$6,697.80	$6,698											$6,698											**$6,698**
D1010	Basement	1831301	Elevator Controls, 1 CAR, Modernize	20	10	10	1	EA	$6,697.80	$6,698											$6,698											**$6,698**
D1010	Basement	1831284	Elevator, 4500 LB, Renovate	30	15	15	1	EA	$80,373.60	$80,374																$80,374						**$80,374**
D1010	Basement	1831350	Elevator, 4500 LB, Renovate	30	15	15	1	EA	$100,467.00	$100,467																$100,467						**$100,467**
D2010	Boiler room	1831309	Water Storage Tank, 300 GAL, Replace	30	22	8	1	EA	$6,697.80	$6,698									$6,698													**$6,698**
D2010	Boiler room	1831387	Domestic Circulation/Booster Pump, 3 HP, Replace	15	9	6	1	EA	$6,831.76	$6,832							$6,832															**$6,832**
D2010	Boiler room	1831401	Domestic Circulation/Booster Pump, 3 HP, Replace	15	9	6	1	EA	$6,831.76	$6,832							$6,832															**$6,832**
D2010	Roof	1831275	Domestic Circulation/Booster Pump, 10 HP, Replace	25	12	13	1	EA	$9,109.01	$9,109														$9,109								**$9,109**
D2010	Roof	1831366	Domestic Circulation/Booster Pump, 10 HP, Replace	25	12	13	1	EA	$9,109.01	$9,109														$9,109								**$9,109**
D2010	Throughout building	1831356	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	22	18	63400	SF	$14.74	$934,209																			$934,209			**$934,209**
D2010	Basement - women's locker	1831331	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	8	7	1	EA	$1,106.78	$1,107								$1,107														**$1,107**
D2010	Basement - men's locker	1831333	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	7	8	1	EA	$1,106.78	$1,107									$1,107													**$1,107**
D2010	Hallway	1831393	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	6	9	1	EA	$1,106.78	$1,107										$1,107												**$1,107**
D2010	Lobby	1831413	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	6	9	1	EA	$1,106.78	$1,107										$1,107												**$1,107**
D2010	Jail cell	1831375	Shower, GPM, Replace	30	20	10	2	EA	$3,348.90	$6,698											$6,698											**$6,698**

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
D2010	Basement	1831318	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	4	11	1	EA	$1,106.78	$1,107												$1,107											**$1,107**
D2010	Kitchen- 2nd floor	1831279	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	18	12	1	EA	$1,607.47	$1,607													$1,607											**$1,607**
D2010	Throughout	1831396	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	16	14	3	EA	$1,607.47	$4,822															$4,822									**$4,822**
D2010	Kitchen	1831423	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	16	14	2	EA	$1,607.47	$3,215															$3,215									**$3,215**
D2010	Kitchen- 2nd floor	1831334	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	16	14	2	EA	$1,607.47	$3,215															$3,215									**$3,215**
D2010	Chief office- restroom	1831296	Toilet, GPF, Replace	30	15	15	1	EA	$1,741.43	$1,741																$1,741								**$1,741**
D2010	Restrooms- 2rd floor	1831362	Toilet, GPF, Replace	30	15	15	1	EA	$1,741.43	$1,741																$1,741								**$1,741**
D2010	restroom- lobby	1831281	Urinal, GPF, Replace	30	15	15	1	EA	$737.86	$738																$738								**$738**
D2010	Restrooms- 3rd floor	1831302	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	2	EA	$2,009.34	$4,019																$4,019								**$4,019**
D2010	Restrooms- 2rd floor	1831270	Toilet, GPF, Replace	30	15	15	9	EA	$1,741.43	$15,673																$15,673								**$15,673**
D2010	Basement - women's lockers	1831392	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	15	15	4	EA	$1,473.52	$5,894																$5,894								**$5,894**
D2010	Basement - men's lockers	1831306	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	15	15	5	EA	$1,473.52	$7,368																$7,368								**$7,368**
D2010	Restrooms- 2rd floor	1831341	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	5	EA	$2,009.34	$10,047																$10,047								**$10,047**
D2010	Restrooms- 2rd floor	1831273	Urinal, GPF, Replace	30	15	15	3	EA	$803.74	$2,411																$2,411								**$2,411**
D2010	Restrooms- 3rd floor	1831414	Toilet, GPF, Replace	30	15	15	2	EA	$1,741.43	$3,483																$3,483								**$3,483**
D2010	Basement - women's restroom	1831294	Toilet, GPF, Replace	30	15	15	5	EA	$1,741.43	$8,707																$8,707								**$8,707**
D2010	Janitor closet- 2nd floor	1831286	Service Sink, Floor, Replace	35	20	15	1	EA	$983.81	$984																$984								**$984**
D2010	Chief office- restroom	1831406	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	1	EA	$2,009.34	$2,009																$2,009								**$2,009**
D2010	Utility closet	1831320	Service Sink, Floor, Replace	35	20	15	1	EA	$983.81	$984																$984								**$984**
D2010	restroom- lobby	1831386	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	15	15	4	EA	$1,473.52	$5,894																$5,894								**$5,894**
D2010	Basement - men's restroom	1831421	Urinal, GPF, Replace	30	15	15	5	EA	$803.74	$4,019																$4,019								**$4,019**
D2010	Restrooms- 2rd floor	1831310	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	10	EA	$2,009.34	$20,093																$20,093								**$20,093**
D2010	Restroom- lobby	1831380	Toilet, GPF, Replace	30	15	15	4	EA	$1,741.43	$6,966																$6,966								**$6,966**
D2010	Basement - men's lockers	1831297	Shower, GPM, Replace	30	14	16	8	EA	$3,348.90	$26,791																	$26,791							**$26,791**
D2010	Chief office- restroom	1831399	Shower, GPM, Replace	30	14	16	1	EA	$3,348.90	$3,349																	$3,349							**$3,349**
D2010	Basement - women's lockers	1831398	Shower, GPM, Replace	30	14	16	3	EA	$3,348.90	$10,047																	$10,047							**$10,047**
D2010	Basement - men's restroom	1831300	Toilet, GPF, Replace	30	12	18	5	EA	$1,741.43	$8,707																			$8,707					**$8,707**
D2010	Jail cell	1831424	Service Sink, Floor, Replace	35	15	20	1	EA	$983.81	$984																						$984		**$984**
D3020	Boiler room	1831351	Boiler, 500 MBH, Replace	30	13	17	1	EA	$26,791.20	$26,791																		$26,791						**$26,791**
D3020	Boiler room	1831268	Boiler, 500 MBH, Replace	30	13	17	1	EA	$26,791.20	$26,791																		$26,791						**$26,791**
D3030	Roof	1831269	Drycooler/Condenser, 80 TON, Replace	20	12	8	1	EA	$56,261.52	$56,262									$56,262															**$56,262**
D3050	Lower roof	1831337	Packaged Unit (RTU), 3 TON, Replace	20	18	2	1	EA	$10,046.70	$10,047			$10,047																					**$10,047**
D3050	Lower roof	1831365	Packaged Unit (RTU), 8.5 TON, Replace	20	18	2	1	EA	$26,791.20	$26,791			$26,791																					**$26,791**
D3050	Basement	1831345	Air Handler (AHU), 4000 CFM, Replace	25	20	5	1	EA	$29,470.32	$29,470						$29,470																		**$29,470**
D3050	Basement	1831359	Air Handler (AHU), 4000 CFM, Replace	25	20	5	1	EA	$29,470.32	$29,470						$29,470																		**$29,470**
D3050	Roof	1831278	Air Handler (AHU), 8000 CFM, Replace	20	12	8	1	EA	$64,298.88	$64,299									$64,299															**$64,299**
D3050	Roof	1831282	Air Handler (AHU), 8000 CFM, Replace	20	12	8	1	EA	$64,298.88	$64,299									$64,299															**$64,299**
D3050	Throughout building	1831403	HVAC System Ductwork, Medium Density, Replace	30	14	16	63400	SF	$5.36	$339,712																	$339,712							**$339,712**
D3060	Lower roof	1831338	Exhaust Fan, 500 CFM, Replace	20	18	2	1	EA	$1,607.47	$1,607			$1,607																					**$1,607**
D3060	Lower roof	1831357	Exhaust Fan, 500 CFM, Replace	20	16	4	1	EA	$1,607.47	$1,607					$1,607																			**$1,607**
D3060	Roof	1831342	Exhaust Fan, 2000 CFM, Replace	20	16	4	1	EA	$3,214.94	$3,215					$3,215																			**$3,215**
D3060	Lower roof	1831328	Exhaust Fan, 1000 CFM, Replace	20	16	4	1	EA	$1,875.38	$1,875					$1,875																			**$1,875**
D3060	Lower roof	1831339	Exhaust Fan, 1000 CFM, Replace	20	16	4	1	EA	$1,875.38	$1,875					$1,875																			**$1,875**
D3060	Roof	1831404	Exhaust Fan, 2000 CFM, Replace	20	15	5	1	EA	$3,214.94	$3,215						$3,215																		**$3,215**
D3060	Roof	1831354	Exhaust Fan, 500 CFM, Replace	20	14	6	1	EA	$1,607.47	$1,607							$1,607																	**$1,607**
D3060	Lower roof	1831277	Exhaust Fan, 5000 CFM, Replace	20	14	6	1	EA	$4,018.68	$4,019							$4,019																	**$4,019**
D3060	Lower roof	1831376	Exhaust Fan, 250 CFM, Replace	20	13	7	1	EA	$1,607.47	$1,607								$1,607																**$1,607**
D3060	Roof	1831360	Exhaust Fan, 8500 CFM, Replace	20	10	10	1	EA	$5,358.24	$5,358											$5,358													**$5,358**
D3060	Basement- evidence	1831299	Exhaust Fan, 500 CFM, Replace	20	8	12	1	EA	$1,607.47	$1,607													$1,607											**$1,607**
D4010	Throughout building	1831343	Sprinkler System, Full Retrofit, Medium Density/Complexity, Renovate	40	22	18	63400	SF	$6.70	$424,641																			$424,641					**$424,641**
D4030	Throughout building	1831353	Fire Extinguisher, Type ABC, up to 20 LB, Replace	10	5	5	36	EA	$200.93	$7,234						$7,234										$7,234								**$14,467**
D5010	Site	1831383	Generator, 600 kW, Replace	25	13	12	1	EA	$294,703.20	$294,703													$294,703											**$294,703**
D5010	Electrical room- basement	1831367	Uninterruptible Power Supply (UPS), 7.5 kVA, Replace	15	6	9	1	EA	$12,859.78	$12,860										$12,860														**$12,860**
D5020	Building exterior	1831293	Secondary Transformer, 112.5 kVA, Replace	30	28	2	1	EA	$21,432.96	$21,433			$21,433																					**$21,433**
D5020	Building exterior	1831407	Secondary Transformer, 30 kVA, Replace	30	28	2	1	EA	$8,975.05	$8,975			$8,975																					**$8,975**
D5020	Basement	1831368	Secondary Transformer, 225 kVA, Replace	30	15	15	1	EA	$33,489.00	$33,489																$33,489								**$33,489**
D5020	Electrical room- basement	1831276	Secondary Transformer, 75 kVA, Replace	30	14	16	1	EA	$13,395.60	$13,396																	$13,396							**$13,396**
D5020	Building exterior	1831283	Building/Main Switchboard, 2000 AMP, Replace	40	22	18	1	EA	$120,560.40	$120,560																			$120,560					**$120,560**
D5020	Basement	1831322	Main Distribution Panel, 400 AMP, Replace	30	16	14	1	EA	$7,099.67	$7,100															$7,100									**$7,100**

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
D5020	Building exterior	1831347	Main Distribution Panel, 1200 AMP, Replace	30	16	14	1	EA	$15,404.94	$15,405															$15,405							**$15,405**
D5020	Roof	1831395	Motor Control Center w/ Main Breaker, 600 AMP, Replace	30	16	14	1	EA	$20,093.40	$20,093															$20,093							**$20,093**
D5020	Throughout	1831409	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	22	18	63400	SF	$24.11	$1,528,706																			$1,528,706			**$1,528,706**
D5030	Utility room- basement	1831405	Variable Frequency Drive (VFD), 5 HP, Replace/Install	20	10	10	1	EA	$7,099.67	$7,100											$7,100											**$7,100**
D5030	utility room- basement	1831335	Variable Frequency Drive (VFD), 5 HP, Replace/Install	20	10	10	1	EA	$7,099.67	$7,100											$7,100											**$7,100**
D5040	Throughout building	1831303	Exit Sign Light Fixture, LED, Replace	10	5	5	48	EA	$294.70	$14,146						$14,146										$14,146						**$28,292**
D5040	Building exterior	1831385	Light Fixture, Exterior Flood (any type w/ LED Replacement), 100 W, Replace	20	10	10	6	EA	$281.31	$1,688											$1,688											**$1,688**
D7010	Throughout building	1831411	Card Reader, , Replace	10	4	6	48	EA	$1,607.47	$77,159							$77,159										$77,159					**$154,317**
D7010	West parking lot	1831330	Vehicle Control Gate w/ Controller, , Replace	15	6	9	6	EA	$12,056.04	$72,336										$72,336												**$72,336**
D7010	North parking lot	1831417	Vehicle Control Gate w/ Controller, , Replace	15	6	9	5	EA	$12,056.04	$60,280										$60,280												**$60,280**
D7030	Throughout building	1831317	Security/Surveillance System, Cameras and CCTV, Install	15	6	9	63400	SF	$6.70	$424,641										$424,641												**$424,641**
D7050	Electrical room	1831418	Fire Alarm Control Panel, Addressable, Replace	15	8	7	1	EA	$20,093.40	$20,093								$20,093														**$20,093**
D7050	Throughout building	1831287	Fire Alarm System, Standard Addressable, Upgrade/Install	20	10	10	63400	SF	$5.36	$339,712											$339,712											**$339,712**
E1030	Kitchen	1831313	Commercial Kitchen, Freezer, 1-Door Reach-In, Replace	15	6	9	1	EA	$4,152.64	$4,153										$4,153												**$4,153**
E1030	Basement- evidence	1831394	Commercial Kitchen, Freezer, 2-Door Reach-In, Replace	15	6	9	1	EA	$6,831.76	$6,832										$6,832												**$6,832**
E1030	Basement- evidence	1831336	Commercial Kitchen, Freezer, 2-Door Reach-In, Replace	15	6	9	1	EA	$6,831.76	$6,832										$6,832												**$6,832**
E1030	Basement-evidence	1831426	Commercial Kitchen, Freezer, 2-Door Reach-In, Replace	15	6	9	1	EA	$6,831.76	$6,832										$6,832												**$6,832**
E1030	Kitchen	1831274	Commercial Kitchen, Refrigerator, 1-Door Reach-In, Replace	15	6	9	1	EA	$3,616.81	$3,617										$3,617												**$3,617**
E1040	Lobby	1831326	Defibrillator (AED), Cabinet Mounted, Replace	10	5	5	1	EA	$2,009.34	$2,009						$2,009										$2,009						**$4,019**
E1040	Jail cell	1831327	Toilet & Wash Basin, Stainless Steel, Detention Fixture, Replace	30	15	15	7	EA	$3,723.98	$26,068																$26,068						**$26,068**
E1040	Jail cell	1831288	Detention Doors & Hardware, Wrought Iron, Replace	40	20	20	9	EA	$4,192.82	$37,735																					$37,735	**$37,735**
E1060	Kitchen- 2nd floor	1831369	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	7	8	1	EA	$737.86	$738									$738													**$738**
E1060	Kitchen- 2nd floor	1831311	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	7	8	1	EA	$737.86	$738									$738													**$738**
E1060	Kitchen- 2 nd floor	1831416	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	7	8	1	EA	$737.86	$738									$738													**$738**
E1060	Kitchen- basement	1831267	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	7	8	1	EA	$737.86	$738									$738													**$738**
E1060	Kitchen	1831381	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	7	8	1	EA	$737.86	$738									$738													**$738**
E1060	Kitchen	1831266	Residential Appliances, 18, Replace	15	7	8	1	EA	$1,067.26	$1,067									$1,067													**$1,067**
E1060	Kitchen	1831388	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	7	8	1	EA	$737.86	$738									$738													**$738**
E1060	Kitchen- 2 Nd floor	1831340	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	6	9	1	EA	$1,067.26	$1,067										$1,067												**$1,067**
E1060	Kitchen	1831391	Residential Appliances, 14, Replace	15	5	10	1	EA	$737.86	$738											$738											**$738**
E2010	Kitchen- 2nd floor	1831344	Kitchen Cabinetry, Stock Hardwood, Replace	20	12	8	90	LF	$401.87	$36,168									$36,168													**$36,168**
E2010	Throughout building- 3rd floor	1831384	Kitchen Cabinetry, Stock Hardwood, Replace	20	8	12	75	LF	$401.87	$30,140													$30,140									**$30,140**
G2020	Parking lot	1831425	Parking Lots, Asphalt Pavement, Seal & Stripe	5	4	1	23500	SF	$0.60	$14,166		$14,166					$14,166					$14,166					$14,166					**$56,663**
G2020	North parking lot	1831419	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	6500	SF	$0.60	$3,918				$3,918					$3,918					$3,918					$3,918			**$15,673**
G2020	Parking lot	1831412	Parking Lots, Asphalt Pavement, Mill & Overlay	25	15	10	23500	SF	$4.69	$110,179											$110,179											**$110,179**
G2020	North parking lot	1831332	Parking Lots, Asphalt Pavement, Mill & Overlay	25	15	10	6500	SF	$4.69	$30,475											$30,475											**$30,475**
G2030	Lower roof	1831400	Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	16	14	750	SF	$44.21	$33,154															$33,154							**$33,154**
G2060	Building exterior	1831893	Signage, Property, Building or Pole-Mounted, Replace	20	10	10	1	EA	$2,009.34	$2,009											$2,009											**$2,009**
G2060	Main entrance	1831329	Flagpole, Metal, Replace	30	16	14	1	EA	$3,348.90	$3,349															$3,349							**$3,349**
G2060	Trash enclosure	1831427	Dumpster Accessories, Enclosures, Wood/Metal Gates, Replace/Install	20	10	10	2	EA	$2,277.25	$4,555											$4,555											**$4,555**
G2080	Landscaping	1831290	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	20	12	8	16800	SF	$1.34	$22,505									$22,505													**$22,505**
G4050	Site	1831298	Site Walkway Bollard Light, 150 WATT, Replace/Install	20	10	10	14	EA	$937.69	$13,128											$13,128											**$13,128**
G4050	Parking lot	1831408	Site Pole Light, 400 WATT, Replace/Install	20	10	10	4	EA	$9,109.01	$36,436											$36,436											**$36,436**
G4050	North parking lot	1831422	Aluminum Pole, 20' FEET, Replace/Install	30	14	16	2	EA	$6,804.96	$13,610																	$13,610					**$13,610**
Y1050	Restrooms- 2rd floor	1831272	ADA, Restroom, Grab Bars & Blocking, Install	0	0	0	2	EA	$2,411.21	$4,822	$4,822																					**$4,822**
Totals, Unescalated											**$4,822**	**$14,166**	**$68,853**	**$3,918**	**$8,573**	**$563,101**	**$110,614**	**$198,960**	**$284,861**	**$601,662**	**$1,099,994**	**$15,273**	**$337,100**	**$408,934**	**$90,353**	**$912,527**	**$526,524**	**$75,082**	**$3,521,603**	**$0**	**$38,719**	**$8,885,641**
Totals, Escalated (3.0% inflation, compounded annually)											**$4,822**	**$14,591**	**$73,047**	**$4,282**	**$9,649**	**$652,788**	**$132,079**	**$244,695**	**$360,854**	**$785,033**	**$1,478,300**	**$21,141**	**$480,624**	**$600,534**	**$136,668**	**$1,421,688**	**$844,916**	**$124,100**	**$5,995,293**	**$0**	**$69,931**	**$13,455,034**

* Markup/LocationFactor (1.098) has been included in unit costs. Markup includes a 10% Internal Program Management, and 12% Design factors applied to the location adjusted unit cost.

Appendix F:
Equipment Inventory List

D10 Conveying

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831284	D1010	**Elevator** [Elevator-1]	4500 LB	Basement	Dover	EP-125-4	E-D8809			
2	1831350	D1010	**Elevator** [Elevator-2]	4500 LB	Basement	Dover	EP-125-4	Illegible			
3	1831325	D1010	**Elevator Cab Finishes** [Elevator- 2]		Elevator-2						
4	1831319	D1010	**Elevator Cab Finishes** [Elevator-1]		Elevator-1						
5	1831372	D1010	**Elevator Controls** [Elevator-1]	1 CAR	Basement	Dover	No tag/plate found	No tag/plate found			
6	1831301	D1010	**Elevator Controls** [Elevator-2]	1 CAR	Basement	Dover	No tag/plate found	No tag/plate found			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831351	D3020	**Boiler**	500 MBH	Boiler room	Raypak	PNCV0500NACK2PXN	C07182554	2007		
2	1831268	D3020	**Boiler**	500 MBH	Boiler room	Raypak	PNCV0500NACK2PXN	Inaccessible	2007		
3	1831269	D3030	**Drycooler/Condenser**	80 TON	Roof	Trane	Illegible	Illegible			
4	1831345	D3050	**Air Handler (AHU)**	4000 CFM	Basement	Trane	D 113810-406	9311	1993		
5	1831359	D3050	**Air Handler (AHU)**	4000 CFM	Basement	Trane	D 113810-406	9312	1993		
6	1831278	D3050	**Air Handler (AHU)**	8000 CFM	Roof	No tag/plate found	No tag/plate found	No tag/plate found			
7	1831282	D3050	**Air Handler (AHU)**	8000 CFM	Roof	No tag/plate found	No tag/plate found	No tag/plate found			
8	1831337	D3050	**Packaged Unit (RTU)**	3 TON	Lower roof	Carrier	Illegible	Illegible	1993		
9	1831365	D3050	**Packaged Unit (RTU)**	8.5 TON	Lower roof	Trane	YCH102B4LFCA	Illegible	1993		
10	1831328	D3060	**Exhaust Fan**	1000 CFM	Lower roof	Illegible	Illegible	Illegible			
11	1831404	D3060	**Exhaust Fan**	2000 CFM	Roof	Cook	Illegible	Illegible			
12	1831376	D3060	**Exhaust Fan**	250 CFM	Lower roof	Inaccessible	Inaccessible	Inaccessible			
13	1831299	D3060	**Exhaust Fan**	500 CFM	Basement- evidence	No tag/plate found	No tag/plate found	No tag/plate found			
14	1831338	D3060	**Exhaust Fan**	500 CFM	Lower roof	No tag/plate found	No tag/plate found	No tag/plate found			
15	1831277	D3060	**Exhaust Fan**	5000 CFM	Lower roof	Illegible	Illegible	Illegible			
16	1831360	D3060	**Exhaust Fan**	8500 CFM	Roof	Cook	Illegible	Illegible			
17	1831354	D3060	**Exhaust Fan** [EF-10]	500 CFM	Roof	Illegible	Illegible	Illegible			
18	1831342	D3060	**Exhaust Fan** [EF-2]	2000 CFM	Roof	Cook	Illegible	Illegible			
19	1831357	D3060	**Exhaust Fan** [EF-5]	500 CFM	Lower roof	Illegible	Illegible	Illegible			
20	1831339	D3060	**Exhaust Fan** [EF-7]	1000 CFM	Lower roof	Illegible	Illegible	Illegible			

D40 Fire Protection

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831353	D4030	**Fire Extinguisher**		Throughout building						36

D50 Electrical

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831383	D5010	**Generator**	600 kW	Site	Caterpillar	3412	Illegible			
2	1831367	D5010	**Uninterruptible Power Supply (UPS)**	7.5 kVA	Electrical room- basement	Mitsubishi	2033C				
3	1831283	D5020	**Building/Main Switchboard**	2000 AMP	Building exterior	General Electric					
4	1831293	D5020	**Secondary Transformer**	112.5 kVA	Building exterior	General Electric					
5	1831368	D5020	**Secondary Transformer**	225 kVA	Basement	General Electric					
6	1831407	D5020	**Secondary Transformer**	30 kVA	Building exterior	General Electric					
7	1831276	D5020	**Secondary Transformer**	75 kVA	Electrical room- basement	Federal Pacific					
8	1831347	D5020	**Main Distribution Panel**	1200 AMP	Building exterior	General Electric					
9	1831322	D5020	**Main Distribution Panel**	400 AMP	Basement	General Electric					
10	1831395	D5020	**Motor Control Center w/ Main Breaker**	600 AMP	Roof	General Electric					
11	1831405	D5030	**Variable Frequency Drive (VFD)**	5 HP	Utility room- basement	Danfoss	No tag/plate found	No tag/plate found			
12	1831335	D5030	**Variable Frequency Drive (VFD)**	5 HP	utility room- basement	Danfoss	No tag/plate found	No tag/plate found			
13	1831303	D5040	**Exit Sign Light Fixture**		Throughout building						48
14	1831385	D5040	**Light Fixture**		Building exterior						6

D70 Electronic Safety & Security

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831411	D7010	**Card Reader**		Throughout building						48
2	1831330	D7010	**Vehicle Control Gate w/ Controller**		West parking lot						6
3	1831417	D7010	**Vehicle Control Gate w/ Controller**		North parking lot						5
4	1831418	D7050	**Fire Alarm Control Panel**		Electrical room	Notifier	No tag/plate found	No tag/plate found			

E10 Equipment

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831313	E1030	**Commercial Freezer, 1-Door Reach-In**		Kitchen	Traulsen	G12010	T93488H08			
2	1831394	E1030	**Commercial Freezer, 2-Door Reach-In**		Basement- evidence	Val-Pak	Inaccessible	Inaccessible			
3	1831336	E1030	**Commercial Freezer, 2-Door Reach-In**		Basement- evidence	Val-Pak	Inaccessible	Inaccessible			
4	1831426	E1030	**Commercial Freezer, 2-Door Reach-In**		Basement-evidence	Val-Pak	Inaccessible	Inaccessible			
5	1831274	E1030	**Commercial Refrigerator, 1-Door Reach-In**		Kitchen	Traulsen	G10010	T79300B08			
6	1831326	E1040	**Defibrillator (AED)**		Lobby						
7	1831391	E1060	**Residential 14**	14	Kitchen	General Electric	9630210	EC4713015			
8	1831266	E1060	**Residential 18**	18	Kitchen	No tag/plate found	No tag/plate found	No tag/plate found			
9	1831340	E1060	**Residential Refrigerator, 14-18 CF**	18 CF	Kitchen- 2 Nd floor	No tag/plate found	No tag/plate found	No tag/plate found			
10	1831369	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen- 2nd floor	Kenmore	596.65232404	KY4003510			

11	1831311	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen- 2nd floor	Whirlpool	WRT311FZDW01	VS93040056			
12	1831416	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen- 2 nd floor	Sears	25371462100	BA12603154			
13	1831267	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen- basement	No tag/plate found	No tag/plate found	No tag/plate found			
14	1831381	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen	Kirkland	ST14CKX5Q00	VSU2317735			
15	1831388	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen	Electrolux	FFTR1614TWG	BA7XXX77			

G40 Electrical Site Improvements

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1831422	G4050	**Aluminum Pole**	20' FEET	North parking lot						2
2	1831408	G4050	**Site Pole Light**	400 WATT	Parking lot						4
3	1831298	G4050	**Site Walkway Bollard Light**	150 WATT	Site						14

SECTION IV-P
Fire Station Montebello Boulevard

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



Fire Station Montebello Boulevard
600 North Montebello Boulevard
Montebello, California 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-017.354

DATE OF REPORT:
June 26, 2020

ON SITE DATE:
MAY 12, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Fire Station Montebello Boulevard
Main Address	600 North Montebello Boulevard, Montebello, California 90640
Site Developed	1990's
Site Area	0.71 acres (estimated)
Parking Spaces	15 total spaces all in open lots; 0 of which are accessible
Building Area	9,120 SF
Number of Stories	One
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 12, 2020
Management Point of Contact	City of Montebello, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Same as above
Assessment and Report Prepared By	Nezar M. Tibi
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The fire station was originally constructed in the 1990's. It has not been renovated in the recent years.

Architectural

The building consists of masonry bearing walls with wood-framed roofs. The windows are all single-pane and they are in fair condition. Exterior doors consist of fully-glazed entry doors and metal overhead roll-up doors at the apparatus bay. The roofs consist of a modified bituminous finish for the main building and metal roof finish for the vehicle hangers. The acoustic ceiling tile in the fireman dorm is stained and worn. Typical lifecycle-based interior and exterior finish replacements are budgeted and anticipated.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The building is heated and cooled by five roof mounted packaged units located at the main building roof. The units were installed in 2007 or 2009.

The plumbing systems are adequate for the facility and no major piping issues were found. Domestic hot water is provided by a gas-fired water heater. There was no evidence suggesting any problems with the general plumbing and sewage systems.

The building is served by a main switchboard, original to the building's construction, located in the vehicle hanger area. The building has an emergency diesel generator installed in 2008 and it is in fair condition. Electrical service equipment and systems are anticipated for lifecycle replacement.

The building is not protected by a fire alarm system or a sprinkler suppression system.

Site

The site consists of concrete and asphalt parking lot and driveway. Limited landscaping is located throughout the front entrance and west elevation. The exterior stairs at the front of the building has broken sections and require repairs.

Recommended Additional Studies

The front building sidewalk shows large crack and signs of movement, this crack runs through the building to the east parking lot. A professional structural engineer must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. Due to the ambiguity of the required repair scope at the time of this assessment, the cost for any possible subsequent repairs is not included.

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

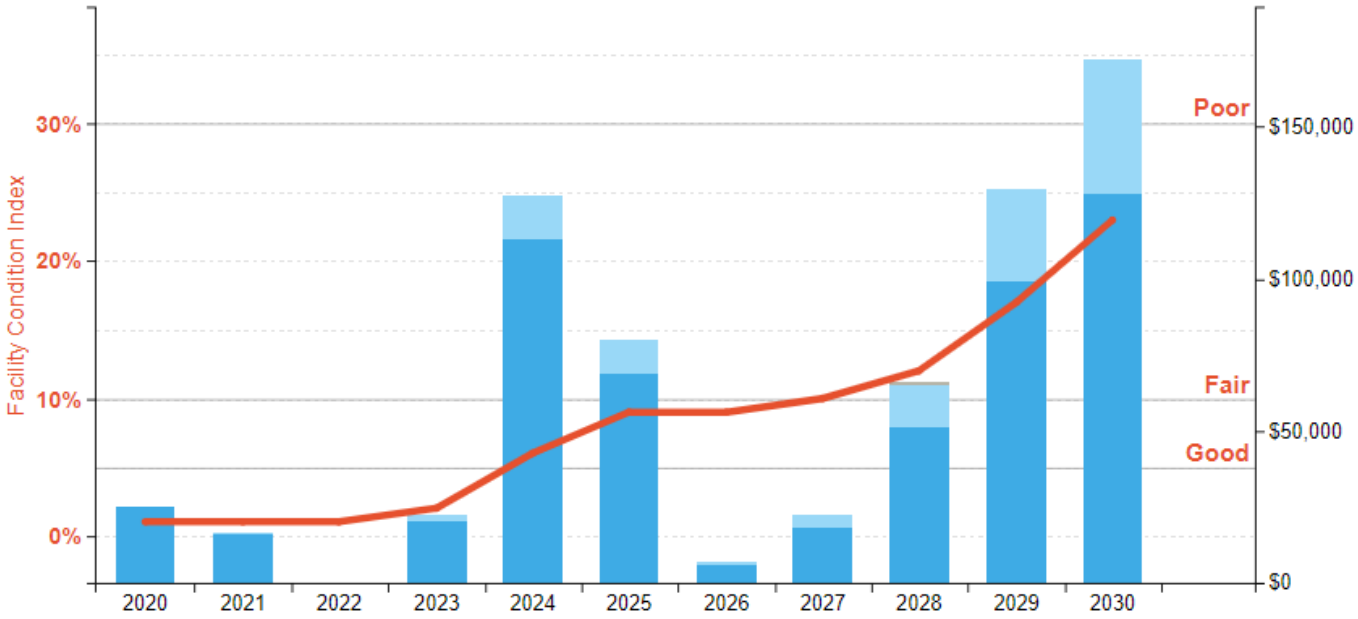
FCI Analysis | Fire Station Montebello Blvd		
Replacement Value *$ 2,964,000*	*Total SF* *9,120*	*Cost/SF* *$ 325*
Current FCI	$ 25,400	0.9 %
3-Year	$ 64,700	2.2 %
5-Year	$ 272,200	9.2 %
10-Year	$ 668,700	22.6 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Fire Station Montebello Blvd

Replacement Value: $ 2,964,000; Inflation rate: 3.0%



Immediate Needs

Facility/Building	Total Items	Total Cost
Fire Station Montebello Blvd	4	$25,345
Total	**4**	**$25,345**

Fire Station Montebello Blvd

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1832895	Fire Station Montebello Blvd	B1015	Exterior Stairs, Concrete/Masonry, Repair	Poor	Performance/Integrity	$1,607
1832918	Fire Station Montebello Blvd	P000X	Engineer, Structural, Superstructure, Evaluate/Report	NA	Performance/Integrity	$13,396
1833949	Fire Station Montebello Blvd	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
1832962	Fire Station Montebello Blvd	Z108X	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	NA	Accessibility	$295
Total (4 items)						**$25,345**

Key Findings



Exterior Stairs in Poor condition.

Concrete/Masonry
Fire Station Montebello Blvd Site

Uniformat Code: B1015
Recommendation: **Repair in 2020**

Priority Score: **90.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,600

**$**$$$

Broken and chipped concrete was observed, the repair is required. - AssetCALC ID: 1832895



Pedestrian Pavement in Poor condition.

Sidewalk, Concrete Sections/Small Areas
Fire Station Montebello Blvd Sidewalk

Uniformat Code: G2031
Recommendation: **Replace in 2021**

Priority Score: **86.0**

Plan Type:
Performance/Integrity

Cost Estimate: $5,400

**$**$$$

Isolated areas of cracks in front driveway. - AssetCALC ID: 1832904



Interior Floor Finish in Poor condition.

any surface w/ Epoxy Coating
Fire Station Montebello Blvd Lockers room

Uniformat Code: C3021
Recommendation: **Prep & Paint in 2021**

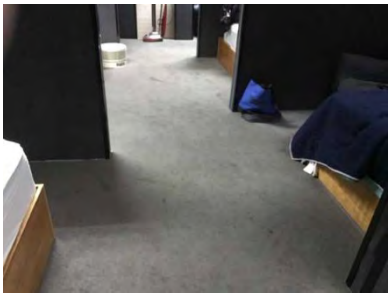
Priority Score: **84.9**

Plan Type:
Performance/Integrity

Cost Estimate: $3,200

**$**$$$

Isolated areas of deteriorated epoxy flooring. Replacing the damaged areas is recommended. - AssetCALC ID: 1832941



Interior Floor Finish in Poor condition.

Carpet Commercial Standard
Fire Station Montebello Blvd Dormitory

Uniformat Code: C3025
Recommendation: **Replace in 2021**

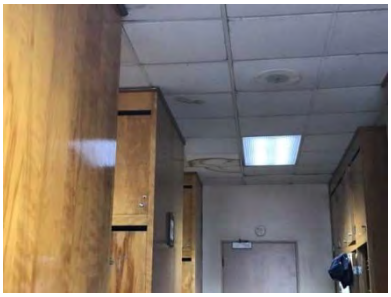
Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $7,500

**$**$$$

Carpet exhibits areas of stains and deterioration. Replacing the entire carpet is recommended. - AssetCALC ID: 1832968



Interior Ceiling Finish in Poor condition.

Suspended Acoustical Tile (ACT)
Fire Station Montebello Blvd Lockers room

Uniformat Code: C3032
Recommendation: **Replace in 2021**

Priority Score: **83.0**

Plan Type:
Performance/Integrity

Cost Estimate: $300

**$**$$$

Replacing the stained ACT tiles is recommended. - AssetCALC ID: 1832957



Recommended Follow-up Study: Structural, Superstructure

Structural, Superstructure
Fire Station Montebello Blvd Throughout building

Uniformat Code: P000X
Recommendation: **Evaluate/Report in 2020**

Priority Score: **82.0**

Plan Type:
Performance/Integrity

Cost Estimate: $13,400

**$$**$$

A major cracks and movement at the concrete front entrance sidewalk running through the building. A professional structural engineer study is recommended to evaluate and issue a report for repair. - AssetCALC ID: 1832918

No photo due to underground conditions.

Sprinkler System

Full Retrofit, Medium Density/Complexity
Fire Station Montebello Blvd Throughout

Uniformat Code: D4019
Recommendation: **Install in 2024**

Priority Score: **60.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $61,100

**$$$**$

The building is not protected by a fire sprinkler suppression system - AssetCALC ID: 1833952

No photo due to underground conditions.

Fire Alarm System

Standard Addressable
Fire Station Montebello Blvd Throughout

Uniformat Code: D5037
Recommendation: **Install in 2024**

Priority Score: **59.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $48,900

**$$**$$

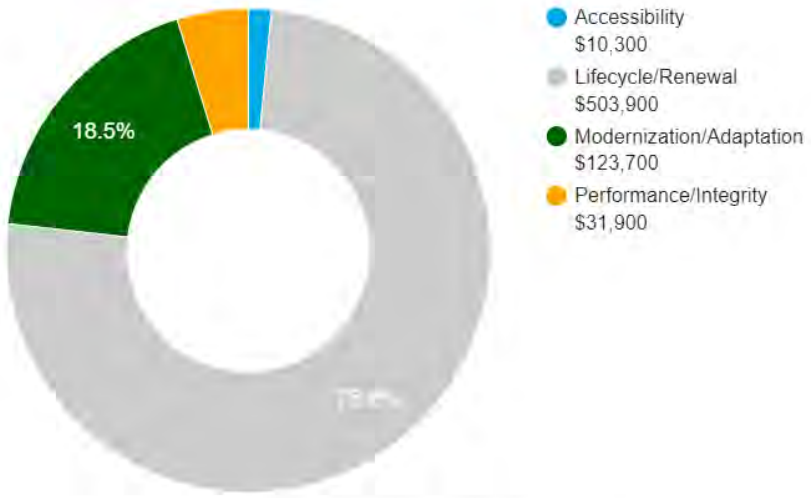
The building is not protected by a fire alarm system. - AssetCALC ID: 1833951

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety	■	An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity	■	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility	■	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	■	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation	■	Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	■	Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $669,800

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Brick veneer and CMU with storefront windows	Fair
Roof	Primary: Flat construction with modified bituminous finish Secondary: Shed construction with metal finish	Fair
Interiors	Walls: Painted gypsum board, ceramic tile & CMU Floors: Carpet, ceramic tile, epoxy coated, vinyl sheeting, sealant and Unfinished Ceilings: Painted gypsum board, ACT	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting Gas water heaters Toilets, urinals, showers and sinks in all restrooms	Fair
HVAC	Roof-top package units Supplemental components: air compressor	Fair

Systems Summary		
Fire Suppression	Fire extinguishers	Fair
Electrical	Source & Distribution: Main switchboard and panel with copper wiring Interior Lighting: T-8, LED, incandescent Emergency: Diesel generator	Fair
Fire Alarm	None	--
Equipment/Special	Commercial kitchen and laundry equipment	Fair
Site Pavement	Asphalt lots with areas of concrete and concrete sidewalks, curb and stairs	Fair
Site Development	Building-mounted signage, vehicle control gate and chain-link fencing and fuel tank for the generator.	Fair
Landscaping and Topography	Limited landscaping features Irrigation present Low site slopes throughout	Fair
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Fair
Site Lighting	Pole-mounted: LED Building-mounted: HPS	Fair
Ancillary Structures	Vehicle hanger	Fair
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Possible structural settlement or movement, building lacks fire suppression system, building lacks fire alarm system, repair concrete sidewalk cracks, replace stained ACT tiles in dorm area, repair broken steps at exterior stairs, replace old carpet at dorm area, repair deteriorated epoxy flooring at lockers room.	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Structure	$1,600	-	-	-	-	$1,600
Facade	-	-	$23,300	$44,900	$155,000	$223,100
Roofing	-	-	-	$4,900	$242,500	$247,400
Interiors	-	$14,700	$55,500	$56,200	$208,700	$335,200
Plumbing	-	-	$2,000	$2,500	$354,400	$358,900
Fire Suppression	-	-	$70,000	-	$1,700	$71,800
HVAC	-	$1,800	-	$73,400	$89,200	$164,400
Electrical	-	-	-	$101,400	$619,000	$720,400
Fire Alarm & Comm	-	-	$55,000	$31,500	-	$86,500
Equipment/Special	-	$16,100	$1,700	$46,400	$37,200	$101,300
Pavement	-	$6,700	-	$1,400	$16,500	$24,600
Site Development	-	-	-	$17,500	$8,800	$26,300
Landscaping	-	-	-	$6,300	-	$6,300
Site Lighting	-	-	-	$11,500	-	$11,500
Accessibility	$10,300	-	-	-	-	$10,300
Follow-up Studies	$13,400	-	-	-	-	$13,400
TOTALS	**$25,300**	**$39,300**	**$207,500**	**$397,900**	**$1,733,000**	**$2,403,000**

3. Property Space Use and Observed Areas

Unit Allocation

All 9,120 square feet of the property are occupied by Montebello Fire Station. The spaces are a combination of offices, dorms, living spaces, an apparatus bay with supporting restrooms and mechanical and other utility spaces.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

Key Spaces Not Observed

All key areas of the property were accessible and observed.

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1990's. The facility was not subsequently renovated. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☐	☒
Public Use Restrooms	☒	☐	☐
Elevators		NA	

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Kitchens/Kitchenettes	☐	☐	☒

Campus Accessibility: Photographic Overview



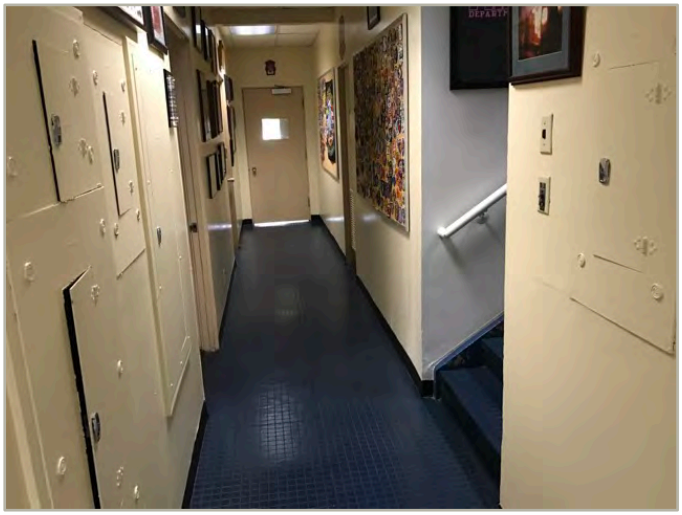
Front Building sidewalk



Main building entrance



Interior path of travel



Interior path of travel



Noncompliant restroom



Noncompliant restroom

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Fire Station Montebello Boulevard, 600 North Montebello Boulevard, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Nezar M. Tibi,
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Reviewed by:



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Program Manager
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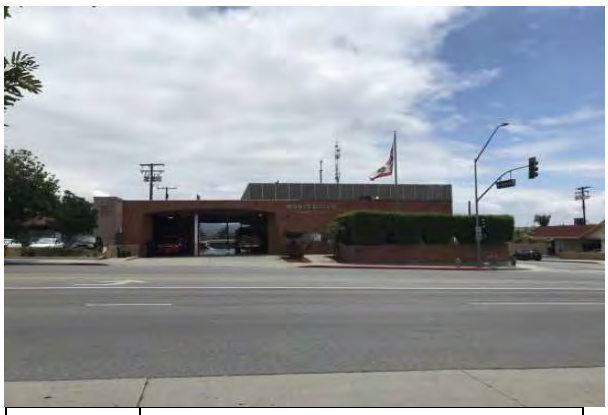
8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

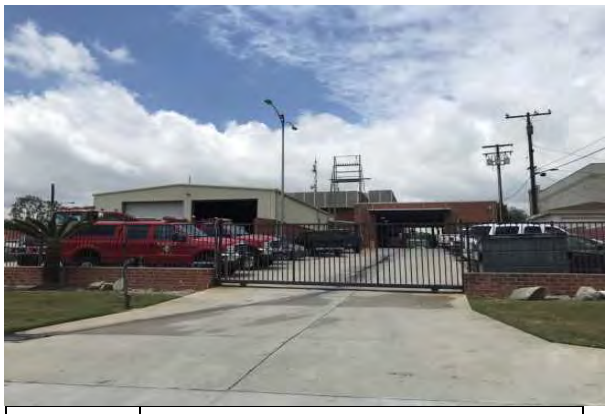
Appendix A:
Photographic Record



1	FRONT ELEVATION



2	LEFT ELEVATION



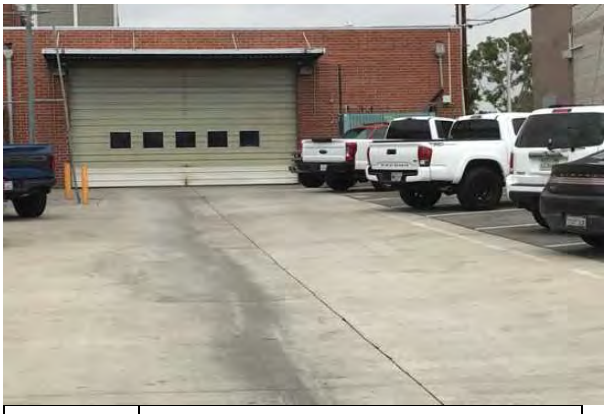
3	REAR ELEVATION



4	RIGHT ELEVATION



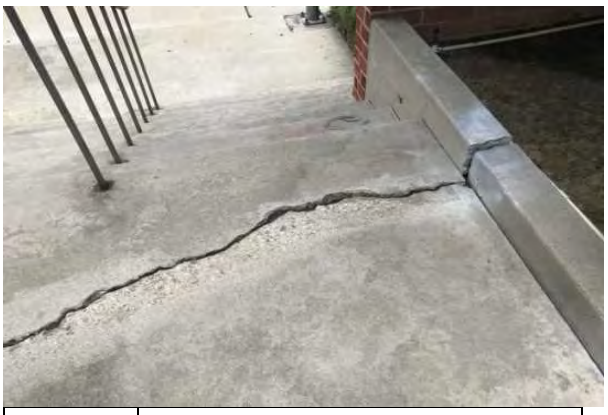
5	PARKING LOTS



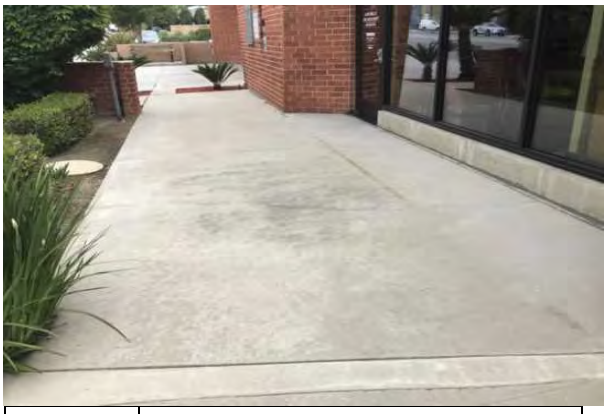
6	PARKING LOTS



7	DAMAGED EXTERIOR STAIRS



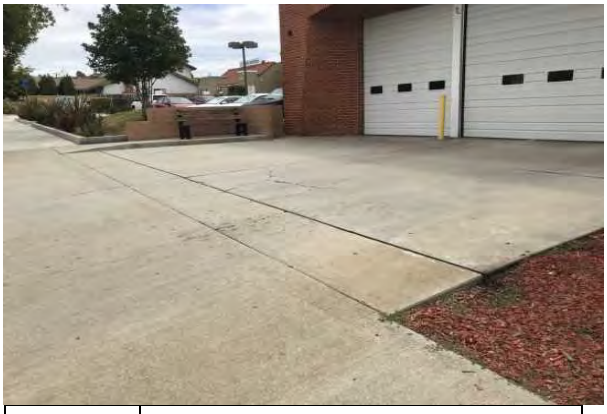
8	STRUCTURAL CONCRETE MOVEMENT



9	PEDESTRIAN SIDEWALK



10	BUILDING SIGNAGE



11	VEHICLE DRIVEWAY



12	VEHICLE CONTROL GATE



13	LANDSCAPING



14	SITE POLE LIGHT



15	ROOF



16	ROOF



17	VEHICLE HANGER ROOF



18	GUTTERS AND DOWNSPOUTS



19	MAIN EXTERIOR DOOR



20	WINDOWS



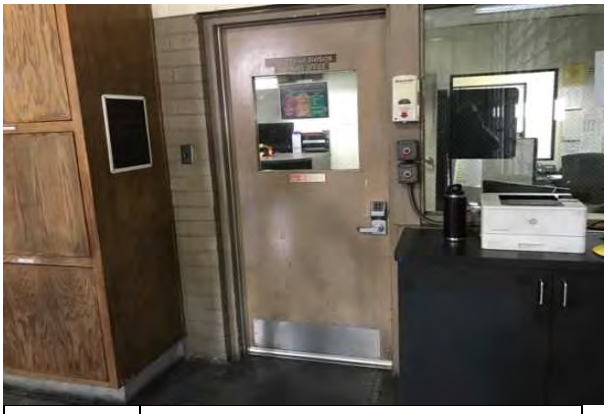
21	FRONT OVERHEAD DOOR



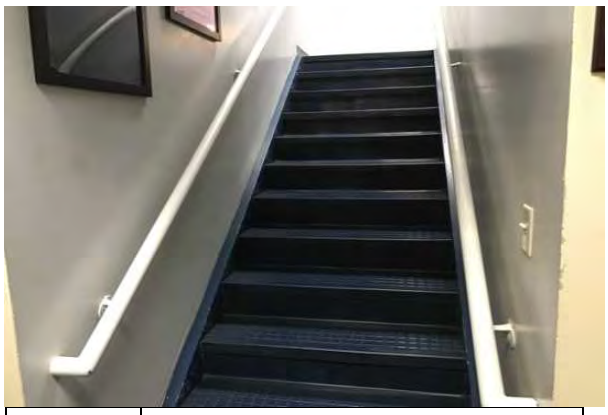
22	REAR OVERHEAD DOOR



23	EXTERIOR DOOR



24	INTERIOR DOOR



25	INTERIOR STAIRS



26	PACKAGED UNIT (RTU)



27	EXHAUST FAN



28	EXHAUST FAN



29	WATER HEATER



30	GENERATOR



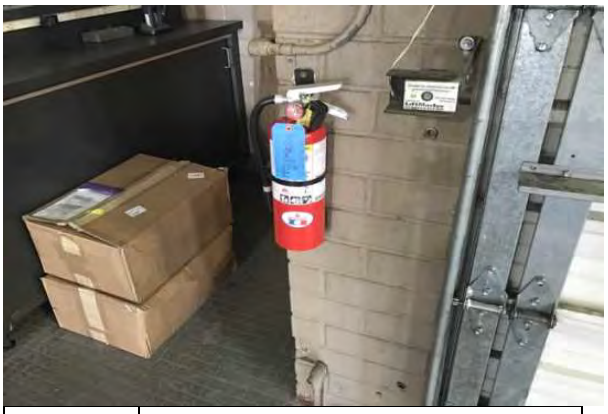
31	BUILDING/MAIN SWITCHBOARD



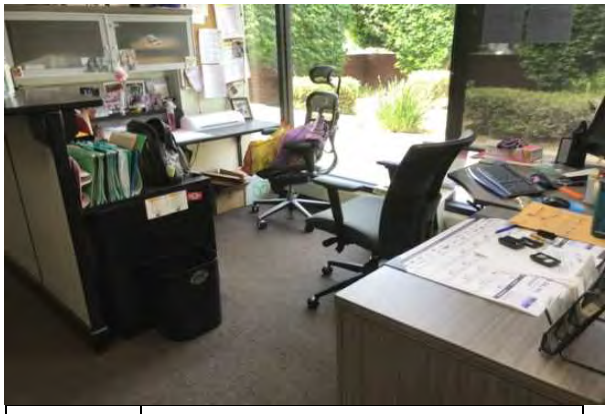
32	ELECTRICAL DISTRIBUTION PANEL



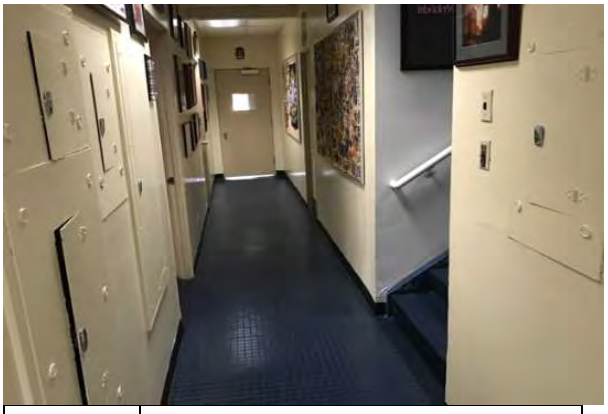
33	AIR COMPRESSOR



34	FIRE EXTINGUISHER



35	FRONT OFFICE



36	HALLWAY



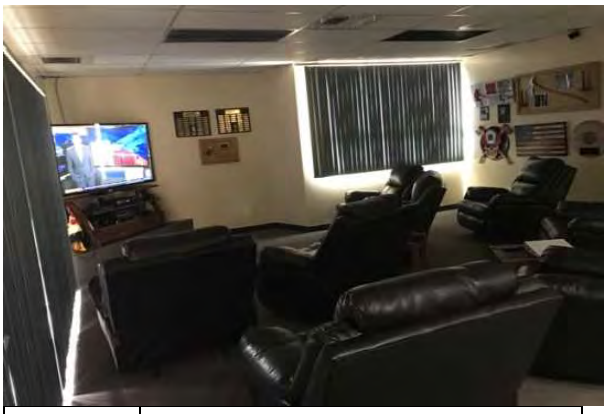
37	OFFICE



38	CHIEF OFFICE



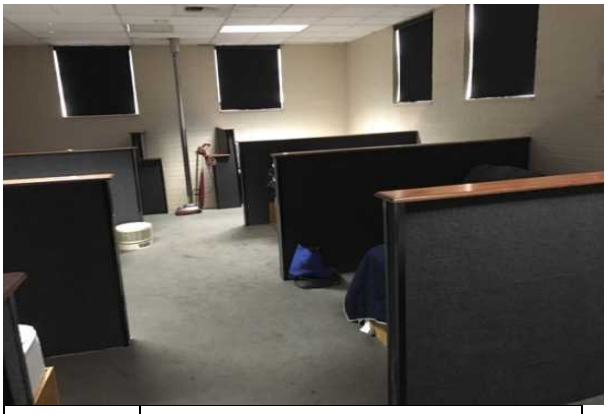
39	MEETING ROOM



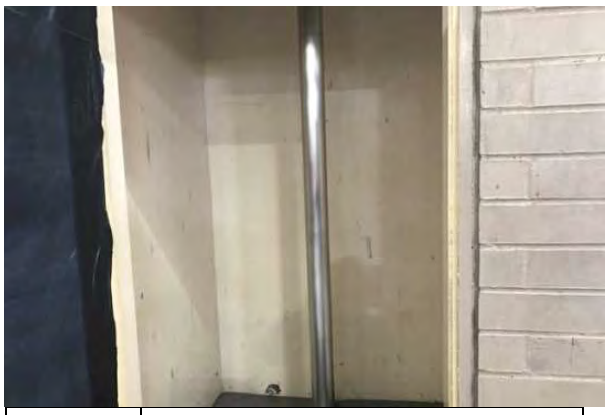
40	LOUNGE



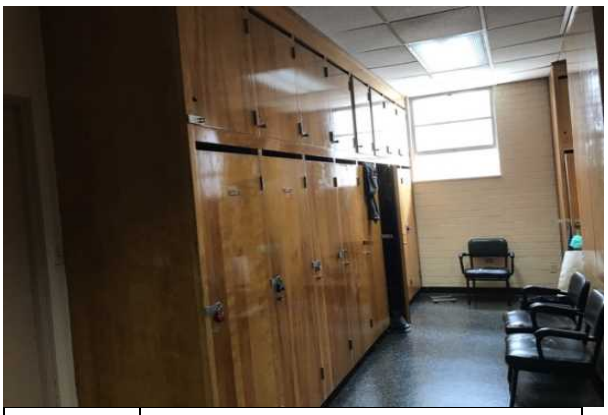
41	KITCHEN



42	DORMS



43	FIRE FIGHTER POLE



44	LOCKERS ROOM



45	DAMAGED LOCKERS ROOM FLOOR



46	VEHICLE HANGER



47	VEHICLE HANGER



48	ICEMAKER



49	RANGE/OVEN WITH GRIDDLE



50	DISHWASHER



51	COMMERCIAL LAUNDRY DRYER



52	COMMERCIAL LAUNDRY WASHER



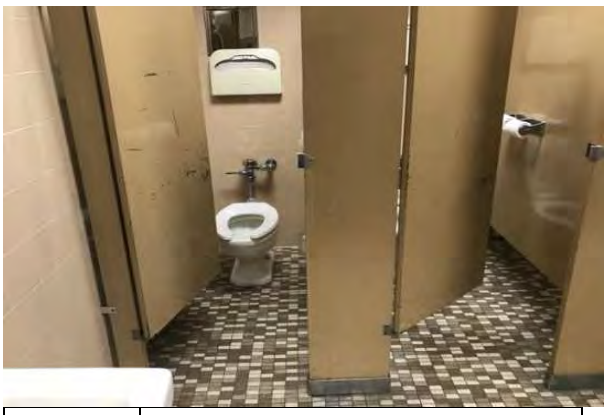
53	CLOTHES WASHER



54	SHOWER



55	TOILET PARTITIONS



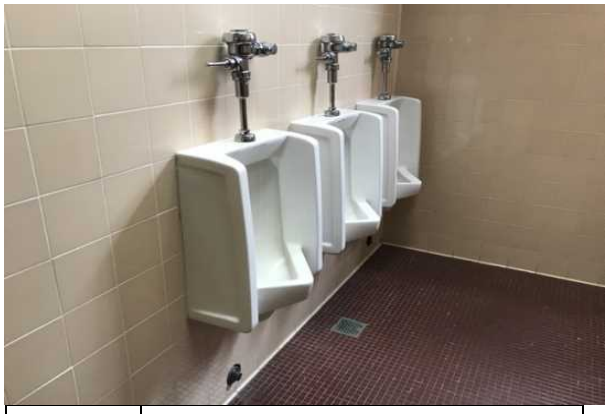
56	TOILET



57	SINK/LAVATORY



58	SINK/LAVATORY AND TOILET



59	URINAL



60	LAUNDRY SERVICE SINK

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-017.354	Fire Station Montebello Boulevard
Source	**On-Site Date**
Google	May 12, 2020

N

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Structure						
B1015	Site	Poor	Exterior Stairs, Concrete/Masonry, Repair	40 SF	0	1832895
Facade						
B2011	Roof	Fair	Exterior Wall, Aluminum Screen	2,200 SF	20	1832917
B2011	Building exterior- main building	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	2,000 SF	5	1832910
B2011	Building exterior- vehicle hanger	Fair	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	3,000 SF	5	1832886
B2021	Building exterior	Fair	Window, 24 SF	4	10	1832919
B2021	Building exterior	Fair	Window, 24 SF	3	15	1832894
B2023	Building exterior	Fair	Storefront, Metal-Framed Windows w/out Door(s)	120 SF	15	1832930
B2031	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	1	15	1832967
B2032	Building exterior- vehicle hanger	Fair	Exterior Door, Steel	2	12	1832942
B2032	Building exterior	Fair	Exterior Door, Steel	2	8	1832931
B2034	Building exterior- main building	Fair	Overhead/Dock Door, 400 SF	1	12	1832883
B2034	Main entrance	Fair	Overhead/Dock Door, 288 SF	1	15	1832925
B2034	Main entrance	Fair	Overhead/Dock Door, 288 SF	1	15	1832964
B2034	Building exterior- vehicle hanger	Fair	Overhead/Dock Door, 400 SF	2	10	1832891
Roofing						
B3011	Roof- main building	Fair	Roof, Modified Bituminous	6,800 SF	12	1832948
B3011	Roof- vehicle hanger	Fair	Roof, Metal	3,800 SF	18	1832915
B3016	Roof	Fair	Gutters & Downspouts, Aluminum w/ Fittings	300 LF	10	1832922
Interiors						
C1021	Throughout building	Fair	Interior Door, Wood Solid-Core	9	18	1832946
C1021	Throughout building	Fair	Interior Door, Steel	2	18	1832954
C1023	Throughout building	Fair	Door Hardware System, Office (per Door)	16	14	1832970
C1031	Restrooms- men	Fair	Toilet Partitions, Metal	2	10	1832913
C1031	Restrooms- lockers	Fair	Toilet Partitions, Metal	3	10	1832940
C1033	Lockers room	Fair	Lockers, Wood, 12" W x 15" D x 72" H	30	10	1832932
C3012	Restrooms	Fair	Interior Wall Finish, Ceramic Tile	500 SF	20	1832966
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	3,500 SF	5	1832935
C3012	Restrooms- lockers	Fair	Interior Wall Finish, Ceramic Tile	450 SF	15	1832959
C3021	Kitchen & lockers	Fair	Interior Floor Finish, any surface w/ Epoxy Coating, Prep & Paint	800 SF	5	1832899
C3021	Vehicle hanger	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	3,800 SF	5	1832926
C3021	Lockers room	Poor	Interior Floor Finish, any surface w/ Epoxy Coating, Prep & Paint	200 SF	1	1832941
C3021	Apparatus bay	Fair	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	3,800 SF	7	1832888
C3024	Restrooms- chief office	Fair	Interior Floor Finish, Ceramic Tile	40 SF	10	1832939
C3024	Restrooms	Fair	Interior Floor Finish, Ceramic Tile	400 SF	15	1832912
C3024	Throughout building	Fair	Interior Floor Finish, Vinyl Sheeting	900 SF	9	1832956
C3025	Dormitory	Poor	Interior Floor Finish, Carpet Commercial Standard	750 SF	1	1832968

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
C3025	Throughout offices	Fair	Interior Floor Finish, Carpet Commercial Standard	300 SF	3	1832902
C3031	Apparatus bay	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	3,800 SF	5	1832880
C3031	Vehicle hanger	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	3,800 SF	5	1832978
C3032	Lockers room	Poor	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	80 SF	1	1832957
C3032	Throughout building	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	3,000 SF	12	1832914
Plumbing						
D2011	Restrooms- chief office	Fair	Toilet, GPF	1	15	1832937
D2011	Restrooms- lockers	Fair	Toilet, GPF	3	14	1832952
D2011	Restrooms- men	Fair	Toilet, GPF	2	14	1832924
D2011	Restrooms- women	Fair	Toilet, GPF	1	14	1832958
D2012	Restrooms- lockers	Fair	Urinal, GPF	3	16	1832909
D2012	Restrooms- men	Fair	Urinal, GPF	2	16	1832928
D2014	Restrooms- lockers	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	4	14	1832974
D2014	Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	18	1832921
D2014	Vehicle hanger	Fair	Service Sink, Laundry	1	15	1832897
D2014	Restrooms- chief office	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	8	1832911
D2014	Restrooms- men	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	2	15	1832973
D2014	Restrooms- lockers	Fair	Service Sink, Wall-Hung	1	15	1832943
D2014	Laundry room	Fair	Service Sink, Wall-Hung	1	15	1832975
D2014	Restrooms- women	Fair	Sink/Lavatory, Wall-Hung, Vitreous China	1	15	1832905
D2017	Restrooms- lockers	Fair	Shower, GPM	5	13	1832884
D2023	Utility closet	Good	Water Heater, 100 GAL	1	14	1832938
D2023	Vehicle hanger	Fair	Water Heater, 50 GAL	1	4	1832933
D2029	Throughout	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	9,120 SF	18	1833953
D2091	Apparatus bay	Fair	Air Compressor, .75 HP	1	12	1832971
Fire Suppression						
D4019	Throughout	NA	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	9,120 SF	4	1833952
D4031	Throughout building	Fair	Fire Extinguisher, Type ABC, up to 20 LB	6	5	1832892
HVAC						
D3011	Site	Fair	Fuel Storage Tank, 308 GAL	1	13	1832885
D3041	Throughout	Fair	HVAC System Ductwork, Medium Density	9,120 SF	16	1833954
D3042	Roof	Fair	Exhaust Fan, 500 CFM	1	3	1832881
D3042	Building exterior	Fair	Exhaust Fan, 2000 CFM	1	10	1832950
D3042	Roof	Fair	Exhaust Fan, 1750 CFM	1	6	1832906
D3052	Roof	Fair	Packaged Unit (RTU), 3 TON	1	9	1832961
D3052	Roof	Fair	Packaged Unit (RTU), 3 TON	1	7	1832951
D3052	Roof	Fair	Packaged Unit (RTU), 3.5 TON	1	9	1832920
D3052	Roof	Fair	Packaged Unit (RTU), 2.5 TON	1	9	1832890
D3052	Roof	Fair	Packaged Unit (RTU), 3 TON	1	9	1832908

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Electrical						
D5012	Throughout building	Fair	Main Distribution Panel, 120/240 V, 200 Amp	1	10	1832889
D5012	Apparatus bay	Fair	Building/Main Switchboard, 400 AMP	1	18	1832969
D5012	Apparatus bay	Fair	Transfer Switch, 400 AMP	1	13	1832947
D5019	Throughout building	Fair	Full Electrical System Upgrade, Medium Density/Complexity	9,120 SF	18	1832877
D5022	Building exterior- vehicle hanger	Fair	Light Fixture, 250 WATT	2	10	1832963
D5022	Building exterior- main building	Fair	Light Fixture, 250 WATT	2	10	1832936
D5029	Apparatus bay	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	3,800 SF	10	1832907
D5029	Office	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	3,000 SF	8	1832955
D5092	Site	Fair	Generator, 100 kW	1	13	1832896
Fire Alarm & Comm						
D5037	Throughout	NA	Fire Alarm System, Standard Addressable, Install	9,120 SF	4	1833951
D5038	Building exterior	Fair	Vehicle Control Gate w/ Controller	2	9	1832927
Equipment/Special						
E1016	Vehicle hanger	Fair	Commercial Laundry, 50 LB	1	3	1832949
E1016	Vehicle hanger	Fair	Commercial Laundry, 50 LB	1	3	1832901
E1093	Kitchen	Fair	Commercial Kitchen, 6 LF	1	9	1832953
E1093	Apparatus bay	Fair	Commercial Kitchen, Icemaker, Freestanding	1	9	1832878
E1093	Apparatus bay	Fair	Commercial Kitchen, Refrigerator, 2-Door Reach-In	1	8	1832934
E1093	Kitchen	Fair	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle	1	9	1832960
E1094	Laundry room	Fair	Residential Appliances, Clothes Dryer	1	6	1832916
E1094	Kitchen	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	4	1832976
E1094	Kitchen	Fair	Residential Appliances, Refrigerator, 14-18 CF	1	4	1832923
E1094	Kitchen	Fair	Residential Appliances, Dishwasher	1	7	1832965
E1094	Laundry room	Fair	Residential Appliances, Clothes Washer	1	6	1832887
E2012	Throughout	Fair	Kitchen Cabinetry, Stock Hardwood	18 LF	12	1832945
Pavement						
G2022	Driveway	Fair	Parking Lots, Concrete Pavement	6,300 SF	28	1834028
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Mill & Overlay	2,000 SF	11	1832903
G2022	Parking lot	Fair	Parking Lots, Asphalt Pavement, Seal & Stripe	2,000 SF	3	1832898
G2031	Sidewalk	Poor	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas	200 SF	1	1832904
G2031	Sidewalk	Fair	Pedestrian Pavement, Sidewalk, Concrete Large Areas	3,500 SF	28	1832893
Site Development						
G2041	Site	Fair	Fences & Gates, Chain Link, 8' High	75 LF	15	1832972
G2044	Building exterior	Fair	Signage, Building, Pylon, Standard, Replace/Install	1	10	1832882
G2047	Landscaping	Fair	Landscaping, Wood Chips, 3" Depth	300 SF	8	1832944
G2048	Main entrance	Fair	Flagpole, Metal	1	13	1832879
Landscaping						
G2057	Landscaping	Fair	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	3,500 SF	10	1832977

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Site Lighting						
G4021	Parking lot	Fair	Site Pole Light, 135 - 1000 WATT, Replace/Install	1	8	1832929
Follow-up Studies						
P000X	Throughout building	NA	Engineer, Structural, Superstructure, Evaluate/Report	1	0	1832918
Accessibility						
Z105X	Restrooms- men	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1833949
Z108X	Restrooms- men	NA	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	3	0	1832962

Appendix E:
Replacement Reserves

Replacement Reserves Report

Fire Station Montebello Blvd

6/26/2020

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Fire Station Montebello Blvd	B1015	1832895	Exterior Stairs, Concrete/Masonry, Repair	0	0	0	40	SF	$40.19	$1,607	$1,607																					**$1,607**
Fire Station Montebello Blvd	B2011	1832910	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	2000	SF	$4.02	$8,037						$8,037										$8,037							**$16,075**
Fire Station Montebello Blvd	B2011	1832886	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	5	5	3000	SF	$4.02	$12,056						$12,056										$12,056							**$24,112**
Fire Station Montebello Blvd	B2011	1832917	Exterior Wall, Aluminum Screen, Replace	40	20	20	2200	SF	$12.06	$26,523																					$26,523	**$26,523**
Fire Station Montebello Blvd	B2021	1832919	Window, 24 SF, Replace	30	20	10	4	EA	$1,272.58	$5,090											$5,090											**$5,090**
Fire Station Montebello Blvd	B2021	1832894	Window, 24 SF, Replace	30	15	15	3	EA	$1,272.58	$3,818																$3,818						**$3,818**
Fire Station Montebello Blvd	B2023	1832930	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	15	15	120	SF	$73.68	$8,841																$8,841						**$8,841**
Fire Station Montebello Blvd	B2031	1832967	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	15	15	1	EA	$1,741.43	$1,741																$1,741						**$1,741**
Fire Station Montebello Blvd	B2032	1832931	Exterior Door, Steel, Replace	40	32	8	2	EA	$803.74	$1,607									$1,607													**$1,607**
Fire Station Montebello Blvd	B2032	1832942	Exterior Door, Steel, Replace	40	28	12	2	EA	$803.74	$1,607													$1,607									**$1,607**
Fire Station Montebello Blvd	B2034	1832891	Overhead/Dock Door, 400 SF, Replace	30	20	10	2	EA	$13,395.60	$26,791											$26,791											**$26,791**
Fire Station Montebello Blvd	B2034	1832883	Overhead/Dock Door, 400 SF, Replace	30	18	12	1	EA	$13,395.60	$13,396													$13,396									**$13,396**
Fire Station Montebello Blvd	B2034	1832925	Overhead/Dock Door, 288 SF, Replace	30	15	15	1	EA	$8,439.23	$8,439																$8,439						**$8,439**
Fire Station Montebello Blvd	B2034	1832964	Overhead/Dock Door, 288 SF, Replace	30	15	15	1	EA	$12,056.04	$12,056																$12,056						**$12,056**
Fire Station Montebello Blvd	B3011	1832948	Roof, Modified Bituminous, Replace	20	8	12	6800	SF	$13.40	$91,090													$91,090									**$91,090**
Fire Station Montebello Blvd	B3011	1832915	Roof, Metal, Replace	40	22	18	3800	SF	$17.41	$66,174																			$66,174			**$66,174**
Fire Station Montebello Blvd	B3016	1832922	Gutters & Downspouts, Aluminum w/ Fittings, Replace	20	10	10	300	LF	$12.06	$3,617											$3,617											**$3,617**
Fire Station Montebello Blvd	C1021	1832946	Interior Door, Wood Solid-Core, Replace	40	22	18	9	EA	$937.69	$8,439																			$8,439			**$8,439**
Fire Station Montebello Blvd	C1021	1832954	Interior Door, Steel, Replace	40	22	18	2	EA	$803.74	$1,607																			$1,607			**$1,607**
Fire Station Montebello Blvd	C1023	1832970	Door Hardware System, Office (per Door), Replace	30	16	14	16	EA	$468.85	$7,502															$7,502							**$7,502**
Fire Station Montebello Blvd	C1031	1832913	Toilet Partitions, Metal, Replace	20	10	10	2	EA	$1,138.63	$2,277											$2,277											**$2,277**
Fire Station Montebello Blvd	C1031	1832940	Toilet Partitions, Metal, Replace	20	10	10	3	EA	$1,138.63	$3,416											$3,416											**$3,416**
Fire Station Montebello Blvd	C1033	1832932	Lockers, Wood, 12" W x 15" D x 72" H, Replace	20	10	10	30	EA	$669.78	$20,093											$20,093											**$20,093**
Fire Station Montebello Blvd	C3012	1832935	Interior Wall Finish, any surface, Prep & Paint	10	5	5	3500	SF	$2.01	$7,033						$7,033										$7,033							**$14,065**
Fire Station Montebello Blvd	C3012	1832959	Interior Wall Finish, Ceramic Tile, Replace	40	25	15	450	SF	$24.11	$10,850																$10,850						**$10,850**
Fire Station Montebello Blvd	C3012	1832966	Interior Wall Finish, Ceramic Tile, Replace	40	20	20	500	SF	$24.11	$12,056																					$12,056	**$12,056**
Fire Station Montebello Blvd	C3021	1832941	Interior Floor Finish, any surface w/ Epoxy Coating, Prep & Paint	10	9	1	200	SF	$16.07	$3,215	$3,215											$3,215											**$6,430**
Fire Station Montebello Blvd	C3021	1832899	Interior Floor Finish, any surface w/ Epoxy Coating, Prep & Paint	10	5	5	800	SF	$16.07	$12,860						$12,860										$12,860							**$25,720**
Fire Station Montebello Blvd	C3021	1832926	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	5	5	3800	SF	$2.01	$7,635						$7,635										$7,635							**$15,271**
Fire Station Montebello Blvd	C3021	1832888	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	3	7	3800	SF	$2.01	$7,635								$7,635											$7,635			**$15,271**
Fire Station Montebello Blvd	C3024	1832956	Interior Floor Finish, Vinyl Sheeting, Replace	15	6	9	900	SF	$9.38	$8,439										$8,439												**$8,439**
Fire Station Montebello Blvd	C3024	1832939	Interior Floor Finish, Ceramic Tile, Replace	40	30	10	40	SF	$22.14	$885											$885											**$885**
Fire Station Montebello Blvd	C3024	1832912	Interior Floor Finish, Ceramic Tile, Replace	40	25	15	400	SF	$24.11	$9,645																$9,645						**$9,645**
Fire Station Montebello Blvd	C3025	1832968	Interior Floor Finish, Carpet Commercial Standard, Replace	10	9	1	750	SF	$10.05	$7,535	$7,535											$7,535											**$15,070**
Fire Station Montebello Blvd	C3025	1832902	Interior Floor Finish, Carpet Commercial Standard, Replace	10	7	3	300	SF	$10.05	$3,014			$3,014											$3,014									**$6,028**
Fire Station Montebello Blvd	C3031	1832880	Interior Ceiling Finish, any flat surface, Prep & Paint	10	5	5	3800	SF	$2.68	$10,181						$10,181										$10,181							**$20,361**
Fire Station Montebello Blvd	C3031	1832978	Interior Ceiling Finish, any flat surface, Prep & Paint	10	5	5	3800	SF	$2.68	$10,181						$10,181										$10,181							**$20,361**
Fire Station Montebello Blvd	C3032	1832957	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	24	1	80	SF	$4.30	$344	$344																						**$344**
Fire Station Montebello Blvd	C3032	1832914	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	13	12	3000	SF	$4.69	$14,065													$14,065									**$14,065**
Fire Station Montebello Blvd	D2011	1832952	Toilet, GPF, Replace	30	16	14	3	EA	$1,741.43	$5,224															$5,224							**$5,224**
Fire Station Montebello Blvd	D2011	1832924	Toilet, GPF, Replace	30	16	14	2	EA	$1,741.43	$3,483															$3,483							**$3,483**
Fire Station Montebello Blvd	D2011	1832958	Toilet, GPF, Replace	30	16	14	1	EA	$1,741.43	$1,741															$1,741							**$1,741**
Fire Station Montebello Blvd	D2011	1832937	Toilet, GPF, Replace	30	15	15	1	EA	$1,741.43	$1,741																$1,741						**$1,741**
Fire Station Montebello Blvd	D2012	1832909	Urinal, GPF, Replace	30	14	16	3	EA	$803.74	$2,411																	$2,411					**$2,411**
Fire Station Montebello Blvd	D2012	1832928	Urinal, GPF, Replace	30	14	16	2	EA	$803.74	$1,607																	$1,607					**$1,607**
Fire Station Montebello Blvd	D2014	1832911	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	22	8	1	EA	$2,009.34	$2,009									$2,009													**$2,009**
Fire Station Montebello Blvd	D2014	1832974	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	16	14	4	EA	$1,473.52	$5,894															$5,894							**$5,894**
Fire Station Montebello Blvd	D2014	1832897	Service Sink, Laundry, Replace	30	15	15	1	EA	$1,106.78	$1,107																$1,107						**$1,107**
Fire Station Montebello Blvd	D2014	1832973	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	2	EA	$2,009.34	$4,019																$4,019						**$4,019**
Fire Station Montebello Blvd	D2014	1832943	Service Sink, Wall-Hung, Replace	35	20	15	1	EA	$1,875.38	$1,875																$1,875						**$1,875**
Fire Station Montebello Blvd	D2014	1832975	Service Sink, Wall-Hung, Replace	35	20	15	1	EA	$1,875.38	$1,875																$1,875						**$1,875**
Fire Station Montebello Blvd	D2014	1832905	Sink/Lavatory, Wall-Hung, Vitreous China, Replace	30	15	15	1	EA	$2,009.34	$2,009																$2,009						**$2,009**
Fire Station Montebello Blvd	D2014	1832921	Commercial Kitchen Sink, Stainless Steel, 1-Bowl, Replace	30	12	18	1	EA	$2,143.30	$2,143																			$2,143			**$2,143**

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Fire Station Montebello Blvd	D2017	1832884	Shower, GPM, Replace	30	17	13	5	EA	$3,348.90	$16,745														$16,745								**$16,745**
Fire Station Montebello Blvd	D2023	1832933	Water Heater, 50 GAL, Replace	15	11	4	1	EA	$1,741.43	$1,741					$1,741															$1,741		**$3,483**
Fire Station Montebello Blvd	D2023	1832938	Water Heater, 100 GAL, Replace	20	6	14	1	EA	$22,236.70	$22,237															$22,237							**$22,237**
Fire Station Montebello Blvd	D2029	1833953	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	22	18	9120	SF	$14.74	$134,385																			$134,385			**$134,385**
Fire Station Montebello Blvd	D2091	1832971	Air Compressor, .75 HP, Replace	20	8	12	1	EA	$6,898.73	$6,899													$6,899									**$6,899**
Fire Station Montebello Blvd	D3011	1832885	Fuel Storage Tank, 308 GAL, Replace	25	12	13	1	EA	$7,367.58	$7,368														$7,368								**$7,368**
Fire Station Montebello Blvd	D3041	1833954	HVAC System Ductwork, Medium Density, Replace	30	14	16	9120	SF	$5.36	$48,867																	$48,867					**$48,867**
Fire Station Montebello Blvd	D3042	1832881	Exhaust Fan, 500 CFM, Replace	20	17	3	1	EA	$1,607.47	$1,607				$1,607																			**$1,607**
Fire Station Montebello Blvd	D3042	1832906	Exhaust Fan, 1750 CFM, Replace	20	14	6	1	EA	$4,018.68	$4,019							$4,019																**$4,019**
Fire Station Montebello Blvd	D3042	1832950	Exhaust Fan, 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215											**$3,215**
Fire Station Montebello Blvd	D3052	1832951	Packaged Unit (RTU), 3 TON, Replace	20	13	7	1	EA	$10,046.70	$10,047								$10,047															**$10,047**
Fire Station Montebello Blvd	D3052	1832961	Packaged Unit (RTU), 3 TON, Replace	20	11	9	1	EA	$10,046.70	$10,047										$10,047													**$10,047**
Fire Station Montebello Blvd	D3052	1832920	Packaged Unit (RTU), 3.5 TON, Replace	20	11	9	1	EA	$10,984.39	$10,984										$10,984													**$10,984**
Fire Station Montebello Blvd	D3052	1832890	Packaged Unit (RTU), 2.5 TON, Replace	20	11	9	1	EA	$8,707.14	$8,707										$8,707													**$8,707**
Fire Station Montebello Blvd	D3052	1832908	Packaged Unit (RTU), 3 TON, Replace	20	11	9	1	EA	$10,046.70	$10,047										$10,047													**$10,047**
Fire Station Montebello Blvd	D4019	1833952	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	40	36	4	9120	SF	$6.70	$61,084					$61,084																		**$61,084**
Fire Station Montebello Blvd	D4031	1832892	Fire Extinguisher, Type ABC, up to 20 LB, Replace	10	5	5	6	EA	$184.46	$1,107						$1,107											$1,107						**$2,214**
Fire Station Montebello Blvd	D5012	1832889	Main Distribution Panel, 120/240 V, 200 Amp, Replace	30	20	10	1	EA	$3,348.90	$3,349											$3,349											**$3,349**
Fire Station Montebello Blvd	D5012	1832947	Transfer Switch, 400 AMP, Replace	25	12	13	1	EA	$26,791.20	$26,791														$26,791								**$26,791**
Fire Station Montebello Blvd	D5012	1832969	Building/Main Switchboard, 400 AMP, Replace	40	22	18	1	EA	$53,582.40	$53,582																			$53,582			**$53,582**
Fire Station Montebello Blvd	D5019	1832877	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	22	18	9120	SF	$24.11	$219,902																			$219,902			**$219,902**
Fire Station Montebello Blvd	D5022	1832963	Light Fixture, 250 WATT, Replace	20	10	10	2	EA	$270.55	$541											$541											**$541**
Fire Station Montebello Blvd	D5022	1832936	Light Fixture, 250 WATT, Replace	20	10	10	2	EA	$270.55	$541											$541											**$541**
Fire Station Montebello Blvd	D5029	1832955	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	12	8	3000	SF	$10.72	$32,149									$32,149													**$32,149**
Fire Station Montebello Blvd	D5029	1832907	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	10	10	3800	SF	$10.72	$40,723											$40,723											**$40,723**
Fire Station Montebello Blvd	D5037	1833951	Fire Alarm System, Standard Addressable, Install	20	16	4	9120	SF	$5.36	$48,867					$48,867																		**$48,867**
Fire Station Montebello Blvd	D5038	1832927	Vehicle Control Gate w/ Controller, , Replace	15	6	9	2	EA	$12,056.04	$24,112										$24,112													**$24,112**
Fire Station Montebello Blvd	D5092	1832896	Generator, 100 kW, Replace	25	12	13	1	EA	$77,694.48	$77,694														$77,694								**$77,694**
Fire Station Montebello Blvd	E1016	1832949	Commercial Laundry, 50 LB, Replace	10	7	3	1	EA	$9,376.92	$9,377				$9,377										$9,377									**$18,754**
Fire Station Montebello Blvd	E1016	1832901	Commercial Laundry, 50 LB, Replace	15	12	3	1	EA	$5,358.24	$5,358				$5,358															$5,358			**$10,716**
Fire Station Montebello Blvd	E1093	1832934	Commercial Kitchen, Refrigerator, 2-Door Reach-In, Replace	15	7	8	1	EA	$6,161.98	$6,162									$6,162													**$6,162**
Fire Station Montebello Blvd	E1093	1832953	Commercial Kitchen, 6 LF, Replace	15	6	9	1	EA	$4,420.55	$4,421										$4,421													**$4,421**
Fire Station Montebello Blvd	E1093	1832878	Commercial Kitchen, Icemaker, Freestanding, Replace	15	6	9	1	EA	$8,975.05	$8,975										$8,975													**$8,975**
Fire Station Montebello Blvd	E1093	1832960	Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle, Replace	15	6	9	1	EA	$13,663.51	$13,664										$13,664													**$13,664**
Fire Station Montebello Blvd	E1094	1832976	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	11	4	1	EA	$737.86	$738					$738															$738			**$1,476**
Fire Station Montebello Blvd	E1094	1832923	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	11	4	1	EA	$737.86	$738					$738															$738			**$1,476**
Fire Station Montebello Blvd	E1094	1832916	Residential Appliances, Clothes Dryer, Replace	15	9	6	1	EA	$799.34	$799							$799																**$799**
Fire Station Montebello Blvd	E1094	1832887	Residential Appliances, Clothes Washer, Replace	15	9	6	1	EA	$1,045.30	$1,045							$1,045																**$1,045**
Fire Station Montebello Blvd	E1094	1832965	Residential Appliances, Dishwasher, Replace	10	3	7	1	EA	$860.83	$861								$861												$861			**$1,722**
Fire Station Montebello Blvd	E2012	1832945	Kitchen Cabinetry, Stock Hardwood, Replace	20	8	12	18	LF	$401.87	$7,234													$7,234										**$7,234**
Fire Station Montebello Blvd	G2022	1832898	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	2000	SF	$0.55	$1,107				$1,107					$1,107					$1,107					$1,107				**$4,427**
Fire Station Montebello Blvd	G2022	1832903	Parking Lots, Asphalt Pavement, Mill & Overlay	25	14	11	2000	SF	$4.69	$9,377												$9,377											**$9,377**
Fire Station Montebello Blvd	G2031	1832904	Pedestrian Pavement, Sidewalk, Concrete Sections/Small Areas, Replace	50	49	1	200	SF	$26.79	$5,358		$5,358																					**$5,358**
Fire Station Montebello Blvd	G2041	1832972	Fences & Gates, Chain Link, 8' High, Replace	40	25	15	75	LF	$33.49	$2,512																$2,512						**$2,512**
Fire Station Montebello Blvd	G2044	1832882	Signage, Building, Pylon, Standard, Replace/Install	20	10	10	1	EA	$12,725.82	$12,726											$12,726											**$12,726**
Fire Station Montebello Blvd	G2047	1832944	Landscaping, Wood Chips, 3" Depth, Replace	20	12	8	300	SF	$1.10	$330									$330													**$330**
Fire Station Montebello Blvd	G2048	1832879	Flagpole, Metal, Replace	30	17	13	1	EA	$3,348.90	$3,349														$3,349								**$3,349**
Fire Station Montebello Blvd	G2057	1832977	Irrigation System, Pop-Up Spray Heads, Commercial, Replace/Install	20	10	10	3500	SF	$1.34	$4,688											$4,688											**$4,688**
Fire Station Montebello Blvd	G4021	1832929	Site Pole Light, 135 - 1000 WATT, Replace/Install	20	12	8	1	EA	$9,109.01	$9,109									$9,109													**$9,109**
Fire Station Montebello Blvd	P000X	1832918	Engineer, Structural, Superstructure, Evaluate/Report	0	0	0	1	EA	$13,395.60	$13,396	$13,396																					**$13,396**
Fire Station Montebello Blvd	Z105X	1833949	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																					**$10,047**
Fire Station Montebello Blvd	Z108X	1832962	ADA, Restroom, Lavatory Pipe Wraps/Insulation, Install	0	0	0	3	EA	$98.38	$295	$295																					**$295**
Totals, Unescalated											**$25,345**	**$16,453**	**$0**	**$20,463**	**$113,168**	**$69,089**	**$5,863**	**$18,543**	**$52,474**	**$99,395**	**$127,953**	**$20,127**	**$134,291**	**$145,444**	**$46,081**	**$139,619**	**$52,886**	**$8,496**	**$492,699**	**$3,217**	**$38,579**	**$1,630,187**
Totals, Escalated (3.0% inflation, compounded annually)											**$25,345**	**$16,946**	**$0**	**$22,361**	**$127,372**	**$80,094**	**$7,001**	**$22,806**	**$66,473**	**$129,688**	**$171,958**	**$27,860**	**$191,467**	**$213,590**	**$69,701**	**$217,522**	**$84,866**	**$14,043**	**$838,786**	**$5,641**	**$69,679**	**$2,403,199**

Appendix F:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832938	D2023	**Water Heater**	100 GAL	Utility closet	American Standard Inc.	OLN100-250 AS	E14-2599	2014		
2	1832933	D2023	**Water Heater**	50 GAL	Vehicle hanger	AMA	G62-50T35-3N	0245121469	2002		
3	1832971	D2091	**Air Compressor**	.75 HP	Apparatus bay	SpeedAire					

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832885	D3011	**Fuel Storage Tank**	308 GAL	Site	M G	0159-1757	665144	2008		
2	1832906	D3042	**Exhaust Fan**	1750 CFM	Roof	Plymovent	FSBT-4D				
3	1832950	D3042	**Exhaust Fan**	2000 CFM	Building exterior	No tag/plate found	No tag/plate found	No tag/plate found			
4	1832881	D3042	**Exhaust Fan**	500 CFM	Roof	No tag/plate found	No tag/plate found	No tag/plate found			
5	1832890	D3052	**Packaged Unit (RTU)**	2.5 TON	Roof	Carrier	48VLN0300603	0409G30738	2009		
6	1832961	D3052	**Packaged Unit (RTU)**	3 TON	Roof	Carrier	48VLN0360903	0409G50745	2009		
7	1832951	D3052	**Packaged Unit (RTU)**	3 TON	Roof	Carrier	48VLN036060501	4507G51836	2007		
8	1832908	D3052	**Packaged Unit (RTU)**	3 TON	Roof	Carrier	48VLN0360903	0409G50739	2009		
9	1832920	D3052	**Packaged Unit (RTU)**	3.5 TON	Roof	Carrier	48VLN0360903	0409G50745	2009		

D40 FIRE PROTECTION

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832892	D4031	**Fire Extinguisher**		Throughout building						6

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832969	D5012	**Building/Main Switchboard**	400 AMP	Apparatus bay	Square D					
2	1832889	D5012	**Main Distribution Panel**	200	Throughout building	No tag/plate found					
3	1832947	D5012	**Transfer Switch**	400 AMP	Apparatus bay	Cummins	OTPCC-7221730	G080197843	2008		
4	1832963	D5022	**Light Fixture**	250 WATT	Building exterior- vehicle hanger						2
5	1832936	D5022	**Light Fixture**	250 WATT	Building exterior- main building						2
6	1832927	D5038	**Vehicle Control Gate w/ Controller**		Building exterior						2
7	1832896	D5092	**Generator**	100 kW	Site	Cummins	DSGAA-7218050	G080196791	2008		

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832949	E1016	**Commercial Laundry**	50 LB	Vehicle hanger	Bestway	30015773XA	011323C1	2013		
2	1832901	E1016	**Commercial Laundry**	50 LB	Vehicle hanger	Bestway	HD50G1	0208023447	2008		
3	1832953	E1093	**Commercial 6 LF**	6 LF	Kitchen	No tag/plate found	No tag/plate found	No tag/plate found			
4	1832878	E1093	**Commercial Icemaker, Freestanding**		Apparatus bay						
5	1832960	E1093	**Commercial Range/Oven, 6-Burner w/ Griddle**		Kitchen	No tag/plate found	No tag/plate found	No tag/plate found			
6	1832934	E1093	**Commercial Refrigerator, 2-Door Reach-In**		Apparatus bay	TURBO-AIR	TGM-48R				
7	1832916	E1094	**Residential Clothes Dryer**		Laundry room	Whirlpool	No tag/plate found	No tag/plate found			
8	1832887	E1094	**Residential Clothes Washer**		Laundry room	Kenmore	No tag/plate found	No tag/plate found			
9	1832965	E1094	**Residential Dishwasher**		Kitchen	KitchenAid	KDTM354DSS5	F83445235			
10	1832976	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen	Sears	795.78032.210	209MRPG8840	2009		
11	1832923	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen	Sears	795.78032.210	209MRPZL8845	2009		

G40 OTHER

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1832929	G4021	**Site Pole Light**	1000 WATT	Parking lot						

SECTION IV-Q
Fire Station 56

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



FIRE STATION 56
1166 SOUTH GREENWOOD AVENUE
MONTEBELLO, CALIFORNIA 90640

PREPARED BY:
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BV PROJECT #:
142318.20R000-018.354

DATE OF REPORT:
June 30, 2020

ON SITE DATE:
MAY 5, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Fire station
Main Address	1166 S. Greenwood Avenue, Montebello, California 90640
Site Developed	1991
Site Area	0.8 acres (estimated)
Parking Spaces	20 total; 15 spaces in open lots; 5 spaces in carports 0 accessible (included in total above)
Building Area	10,000 SF
Number of Stories	One
Outside Occupants / Leased Spaces	Radio control building in parking lot
Date(s) of Visit	May 5, 2020
Management Point of Contact	City of Montebello, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Richard Fredrickson
Assessment and Report Prepared By	Jonathan Levine
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The fire station was constructed in 1991. It is single story with no basement and is occupied by Fire Station 56.

Architectural

The building consists of masonry bearing walls with wood-framed roofs. The exterior façade consists of exposed concrete masonry unit and brick veneer with storefront windows. There is a crack in the brick veneer on the north side of the hose tower. The windows are all single-pane and should be replaced for energy efficiency modernization. Exterior doors consist of fully-glazed entry doors and overhead roll-up doors for the apparatus bay. The roof consists of a shed construction with concrete tiles as well as flat, built-up roofing. Roof leaks have been reported in the past. The acoustic ceiling tile in the fireman dorm is stained, worn, and some of the tiles are broken. There gypsum board ceiling in the apparatus bay has holes in it. It was also noticed and reported by the firemen that some of the interior door handles fall off when being used. Typical lifecycle-based interior and exterior finish replacements are budgeted and anticipated.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The building is heated and cooled by five roof mounted packaged heat pumps. The units vary in age, some are original and are approaching the end of their useful life. Supplemental heating is provided to the apparatus bay by four ceiling mounted suspended unit heaters. The unit closest to the front near the double overhead doors has a burnt power cord due to the positioning of the unit and its outlet. The unit or outlet should be repositioned to avoid this issue in the future. The ductwork for the vehicle exhaust fan leaks when it rains.

The plumbing systems are adequate for the facility and no major piping issues were found. Domestic hot water is provided by a gas-fired water heater located in the water heater room. There was no evidence suggesting any problems with the general plumbing and sewage systems. However, the sink faucet in the mechanic shop leaks.

The building is served by a main switchboard, original to the building's construction, located in the electrical room. An LED upgrade for the interior lighting system began in 2016 but was never completed. Roughly 50% of the building's interior lighting system remains original and is outdated and many of the fixtures are broken. The building has an emergency diesel generator that is original and smokes excessively when running. Electrical service equipment and systems are anticipated for lifecycle replacement.

The building is protected by a fire alarm and sprinkler suppression system. The fire alarm system is outdated and should be upgraded for safety systems modernization. The fire alarm control panel is original and inoperable due to constant error codes.

Site

The site consists of the fire station, an outdoor patio area, and a concrete parking lot. There is also a small radio control building located in the parking lot. It is owned and maintained by the communications company and therefore out of scope of the assessment. The basketball backboard in the parking lot is rotting and layers are peeling off. Drainage issues were reported in the parking lot as well as the building due to water accumulating underneath it. Site lighting consists of building mounted fixtures and an LED pole light in the parking lot.

Recommended Additional Studies

The property drainage is in poor condition. Drainage issues were reported in the parking lot as well as the building due to water accumulating underneath it. A professional engineer must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. Due to the ambiguity of the required repair scope at the time of this assessment, the cost for any possible subsequent repairs is not included

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

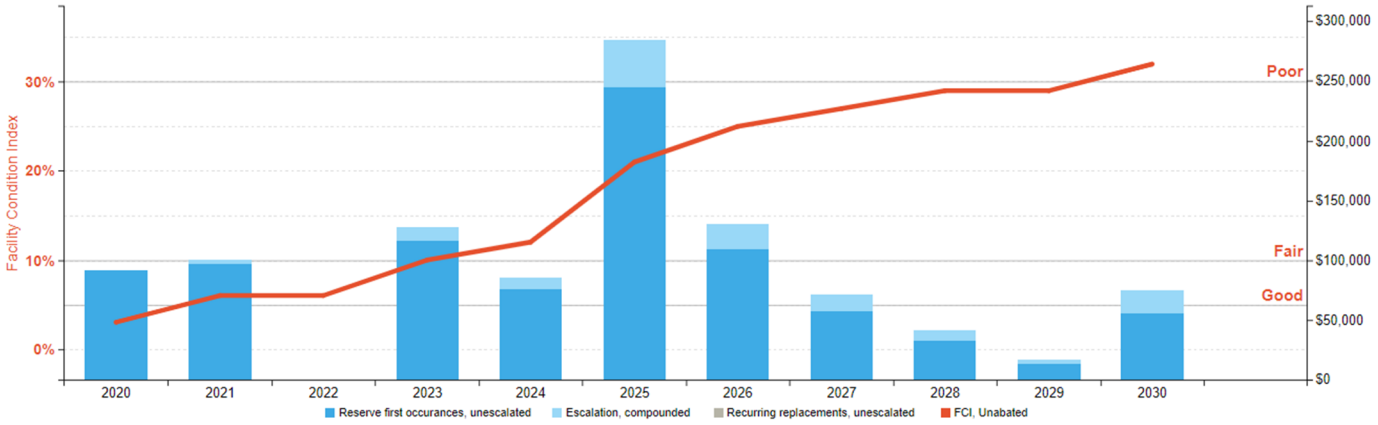
FCI Analysis | Fire Station 56		
Replacement Value *$ 3,250,000*	*Total SF* *10,000*	*Cost/SF* *$ 325*
Current FCI	$ 91,900	2.8 %
3-Year	$ 319,500	9.8 %
5-Year	$ 689,300	21.2 %
10-Year	$ 1,025,000	31.5 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time

FCI Analysis: Fire Station 56

Replacement Value: $ 3,250,000; Inflation rate: 3.0%



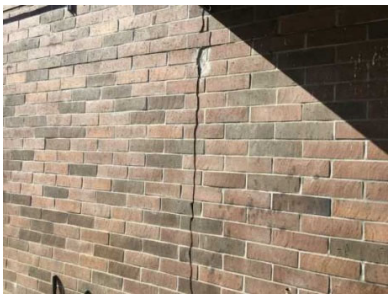
Immediate Needs

Facility/Building	Total Items	Total Cost
Fire Station 56	4	$91,818
Total	**4**	**$91,818**

Fire Station 56

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1829058	Fire Station 56	B2011	Exterior Wall, Brick Veneer, 1-2 Stories, Replace	Poor	Performance/Integrity	$996
1829051	Fire Station 56	C1023	Door Hardware System, Office (per Door), Replace	Poor	Performance/Integrity	$3,751
1828989	Fire Station 56	D5092	Generator, 80 kW, Replace	Poor	Performance/Integrity	$77,694
1829077	Fire Station 56	P000X	Engineer, Civil, Site/Storm Drainage, Evaluate/Report	NA	Performance/Integrity	$9,377
Total (4 items)						**$91,818**

Key Findings



Exterior Wall in Poor condition.

Brick Veneer, 1-2 Stories
Fire Station 56 Building exterior

Uniformat Code: B2011
Recommendation: **Replace in 2020**

Priority Score: **90.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,000

**$**$$$

Crack on north side hose tower - AssetCALC ID: 1829058



Generator in Poor condition.

80 kW
Fire Station 56 Generator room

Uniformat Code: D5092
Recommendation: **Replace in 2020**

Priority Score: **88.0**

Plan Type:
Performance/Integrity

Cost Estimate: $77,700

**$$$**$

Generator smokes excessively when running - AssetCALC ID: 1828989



Lighting System in Poor condition.

Interior, Medium Density and Standard Fixtures
Fire Station 56 Throughout building

Uniformat Code: D5029
Recommendation: **Replace in 2021**

Priority Score: **88.0**

Plan Type:
Performance/Integrity

Cost Estimate: $53,600

**$$$**$

Still about 50% of building not upgraded to LED. Remaining lighting system is outdated and fixtures require replacements - AssetCALC ID: 1829035



Fire Alarm Control Panel in Poor condition.

Addressable
Fire Station 56 Radio room

Uniformat Code: D5037
Recommendation: **Replace in 2021**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $20,100

**$$**$$

Inoperable due to constant error codes - AssetCALC ID: 1829056



Unit Heater in Poor condition.

3 - 5 MBH
Fire Station 56 Apparatus bay

Uniformat Code: D3051
Recommendation: **Replace in 2021**

Priority Score: **86.0**

Plan Type:
Performance/Integrity

Cost Estimate: $5,800

**$**$$$

Power cord is burnt due to orientation of appliance and location of outlet - AssetCALC ID: 1829036



Sink/Lavatory in Poor condition.

Wall-Hung, Enameled Steel
Fire Station 56 Mechanic shop

Uniformat Code: D2014
Recommendation: **Replace in 2021**

Priority Score: **85.0**

Plan Type:
Performance/Integrity

Cost Estimate: $2,300

**$**$$$

Faucet leaks out the top - AssetCALC ID: 1829010



Door Hardware System in Poor condition.

Office (per Door)
Fire Station 56 Throughout building

Uniformat Code: C1023
Recommendation: **Replace in 2020**

Priority Score: **84.0**

Plan Type:
Performance/Integrity

Cost Estimate: $3,800

**$**$$$

It was noticed and reported that some of the door handles fall off when being used - AssetCALC ID: 1829051



Interior Ceiling Finish in Poor condition.

Suspended Acoustical Tile (ACT)
Fire Station 56 Fireman dorm

Uniformat Code: C3032
Recommendation: **Replace in 2021**

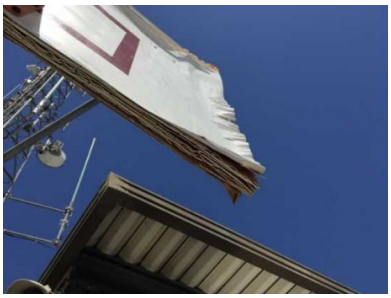
Priority Score: **83.0**

Plan Type:
Performance/Integrity

Cost Estimate: $2,300

**$**$$$

Ceiling tiles are stained, worn, and broken - AssetCALC ID: 1829037



Sports Apparatus in Poor condition.

Basketball Backboard with Rim and Pole
Fire Station 56 Site

Uniformat Code: G2047
Recommendation: **Replace in 2021**

Priority Score: **83.0**

Plan Type: Performance/Integrity

Cost Estimate: $12,700

**$$**$$

Wood backboard is rotting, and layers are peeling - AssetCALC ID: 1829020



Interior Ceiling Finish in Poor condition.

Gypsum Board/Plaster
Fire Station 56 Apparatus bay

Uniformat Code: C3031
Recommendation: **Replace in 2021**

Priority Score: **83.0**

Plan Type: Performance/Integrity

Cost Estimate: $500

**$**$$$

Holes in apparatus bay ceiling from past leaks - AssetCALC ID: 1829028

Recommended Follow-up Study: Civil, Site/Storm Drainage

Civil, Site/Storm Drainage
Fire Station 56 Building and Parking lot

Uniformat Code: P000X
Recommendation: **Evaluate/Report in 2020**

Priority Score: **82.0**

Plan Type: Performance/Integrity

Cost Estimate: $9,400

**$**$$$

- AssetCALC ID: 1829077



Fire Alarm System in Fair condition.

Standard Addressable
Fire Station 56 Throughout building

Uniformat Code: D5037
Recommendation: **Upgrade in 2024**

Priority Score: **59.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $53,600

**$$$**$

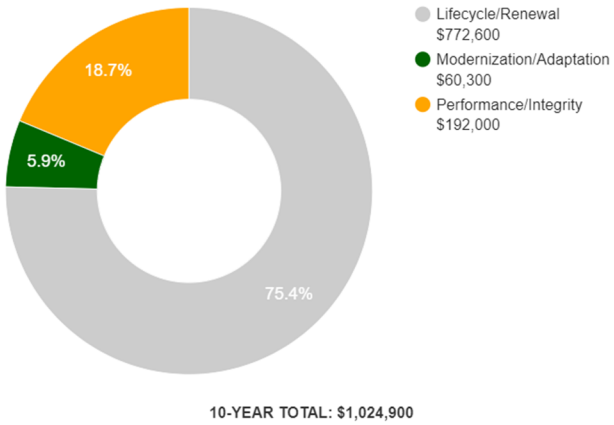
Fire alarm system is outdated and should be upgraded for safety systems modernization - AssetCALC ID: 1828999

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety		An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity		Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility		Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental		Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation		Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal		Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



10-YEAR TOTAL: $1,024,900

2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Brick veneer and CMU with storefront windows	Fair
Roof	Primary: Flat construction with built-up finish Secondary: Shed construction with clay/concrete tiles	Fair
Interiors	Walls: Painted gypsum board & CMU, ceramic tile Floors: Carpet, ceramic tile, epoxy coated, Unfinished Ceilings: Painted gypsum board, ACT	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste and venting Gas water heater Toilets, urinals, sinks, and showers in all restrooms	Fair
HVAC	Package heat pumps Supplemental components: Suspended gas unit heaters	Fair

Systems Summary		
Fire Suppression	Wet-pipe sprinkler system; hydrants, fire extinguishers	Fair
Electrical	Source & Distribution: Main switchboard Interior Lighting: T-8, LED, incandescent Emergency: Diesel generator	Fair
Fire Alarm	Alarm panel, smoke detectors, alarms	Fair
Equipment/Special	Commercial kitchen equipment	Fair
Site Pavement	Concrete lot with and concrete sidewalks, and curbs	Good
Site Development	Building-mounted signage, iron gate Basketball hoop	Good
Landscaping and Topography	Limited landscaping features Irrigation present Low site slopes throughout	Good
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Good
Site Lighting	Pole-mounted: LED Building-mounted: HPS	Fair
Ancillary Structures	Metal-framed carport	Good
Accessibility	Presently it does not appear an accessibility study is needed for this property.	
Key Issues and Findings	Single pane windows, outdated fire alarm system, inoperable fire alarm control panel, inadequate lot drainage, faulty door hardware, crack in brick veneer façade, defective generator, damaged gypsum board ceiling, stained and worn ACT, outdated and damaged interior lighting system, service sink faucet leaks, damaged unit heater power cord, basketball backboard is rotting	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	$1,000	-	$34,200	$30,100	$21,300	$86,500
Roofing	-	-	$118,200	-	-	$118,200
Interiors	$3,800	$86,100	-	$105,900	$304,600	$500,400
Plumbing	-	$3,600	$2,300	$73,800	$226,100	$305,800
Fire Suppression	-	-	$22,600	$5,400	$7,300	$35,300
HVAC	-	$31,400	$42,700	$74,700	$45,100	$193,900
Electrical	$77,700	$72,800	$1,200	-	$215,800	$367,400
Fire Alarm & Comm	-	$20,700	$60,300	$27,200	$32,200	$140,400
Equipment/Special	-	-	$88,300	$1,200	$51,800	$141,200
Site Development	-	$13,100	-	$17,500	-	$30,600
Landscaping	-	-	-	-	$9,800	$9,800
Follow-up Studies	$9,400	-	-	-	-	$9,400
TOTALS	**$91,900**	**$227,700**	**$369,800**	**$335,800**	**$914,000**	**$1,938,900**

3. Property Space Use and Observed Areas

Unit Allocation

All 10,000 square feet of the property are occupied by Fire Station 56. The spaces are a combination of offices, dorms, living spaces, an apparatus bay with supporting restrooms and mechanical and other utility spaces.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, the exterior of the property, and the roofs.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Sub-roofs, Lack of ladder or other means of egress

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities.
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed, and actual measurements were not taken to verify compliance.

The facility was originally constructed in 1991. The facility was not subsequently renovated. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

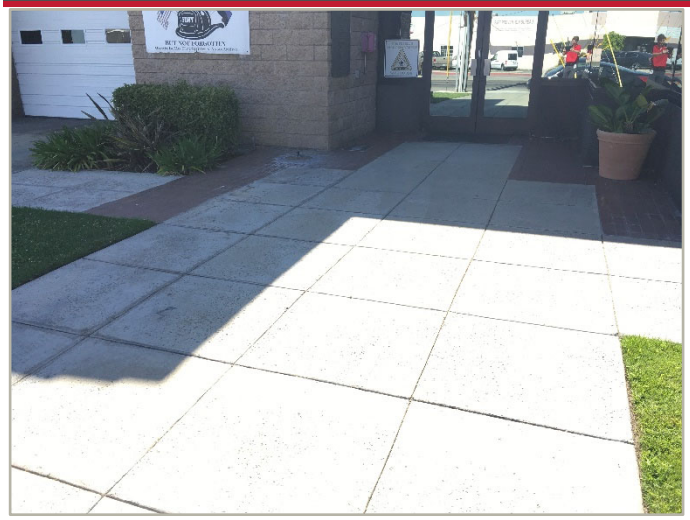
An accessibility study has not been performed at the site. Although no significant issues were identified, a comprehensive ADA Compliance Survey may reveal specific aspects of the property that are not in full compliance.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

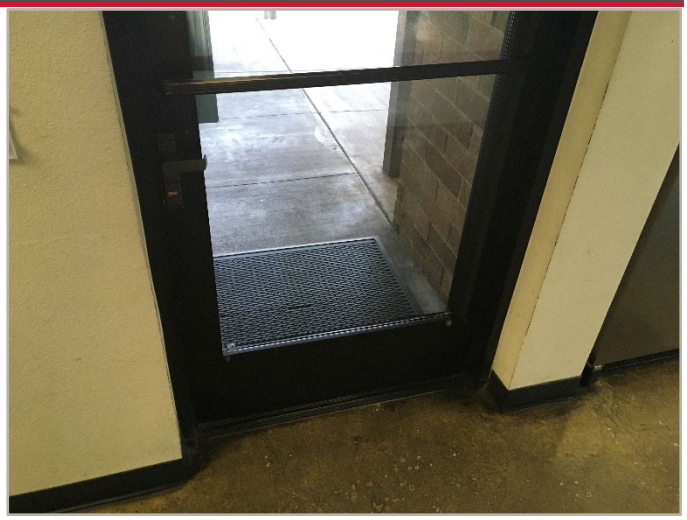
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☒	☒
Public Use Restrooms	☐	☐	☒
Elevators	NA	NA	NA
Kitchens/Kitchenettes	☐	☐	☒

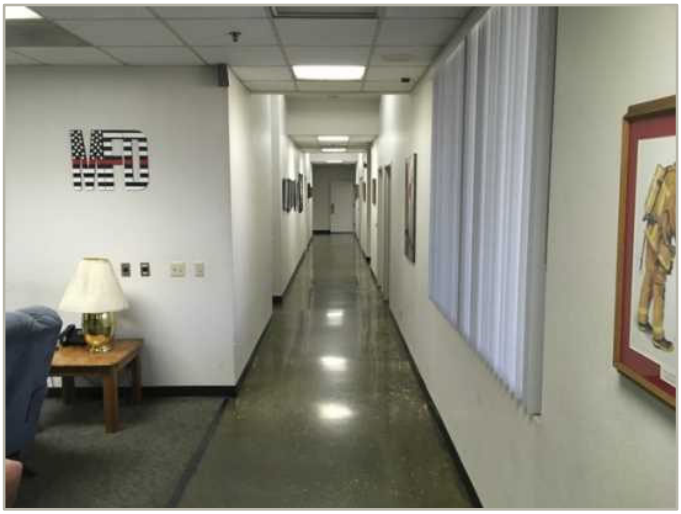
Campus Accessibility: Photographic Overview



Building entrance



Alternate building entrance



Interior path of travel



Interior doorway



Accessible restroom accommodations



Accessible restroom accommodations

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Fire Station 56, 1166 South Greenwood Avenue, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Jonathan Levine,
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Reviewed by:



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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: ADA Checklist
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FIRE STATION 56



2	FRONT ELEVATION



3	LEFT ELEVATION



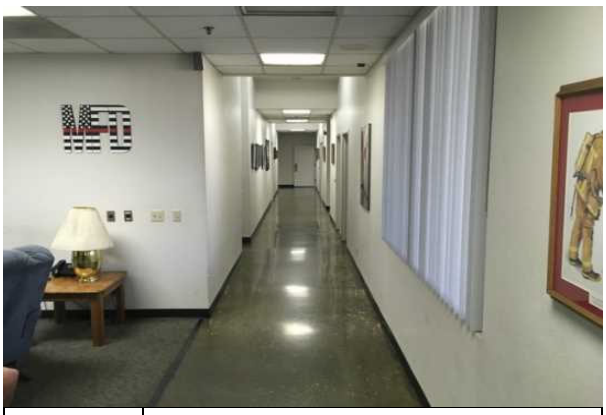
4	REAR ELEVATION



5	RIGHT ELEVATION



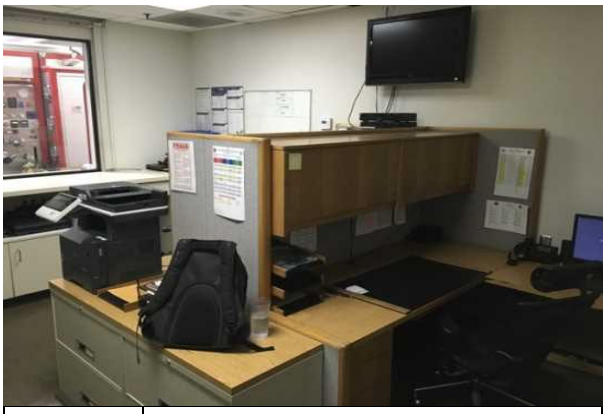
6	APPARATUS BAY



7	HALLWAY



8	FIREMAN DORM



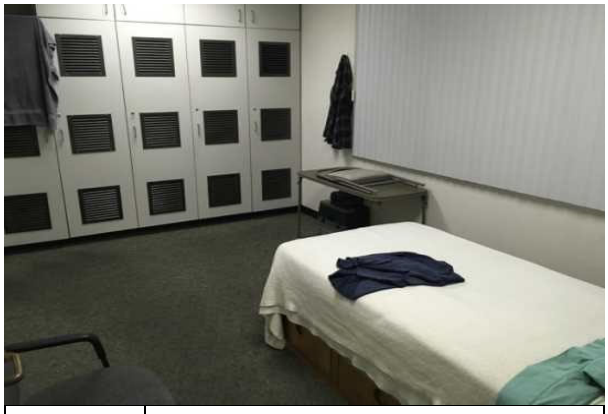
9	OFFICE



10	KITCHEN



11	LOUNGE



12	CAPTAIN'S DORM



13	CMU AND STOREFRONT WINDOW FAÇADE



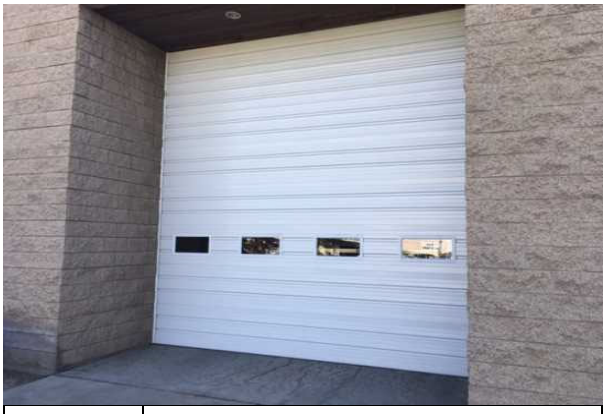
14	BRICK VENEER AND STOREFRONT WINDOW FAÇADE



15	CRACKED BRICK VENEER FAÇADE



16	EXTERIOR FULLY GLAZED DOORS



17	OVERHEAD BAY DOOR



18	CONCRETE TILE ROOF



19	BUILT-UP ROOF



20	ROOF DRAINAGE



21	FAULTY INTERIOR DOOR HARDWARE



22	HOLES IN GYPSUM BOARD CEILING



23	STAINED, WORN, AND BROKEN ACT



24	WATER HEATER



25	PACKAGED HEAT PUMP



26	ROOF MOUNTED VEHICLE EXHAUST FAN



27	SUSPENDED UNIT HEATER



28	FUEL STORAGE TANK



29	AIR COMPRESSOR



30	ELECTRICAL DISTRIBUTION SYSTEM



31	MAIN SWITCHBOARD



32	EMERGENCY GENERATOR



33	AUTOMATIC TRANSFER SWITCH



34	INOPERABLE FIRE ALARM CONTROL PANEL



35	OUTDATED FIRE ALARM SYSTEM



36	SPRINKLER SYSTEM



37	FIRE EXTINGUISHER



38	INTERIOR LIGHTING



39	INTERIOR LIGHTING



40	PA SYSTEM



41	PARKING LOT



42	EXTERIOR BUILDING MOUNTED LIGHT



43	CAR PORT



44	PATIO



45	IRRIGATION SYSTEM



46	LANDSCAPING

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-018.354	Fire Station 56 City of Montebello
Source	**On-Site Date**
Google Earth	May 5, 2020

Appendix C:
ADA Checklist

Visual Checklist - 2010 ADA Standards for Accessible Design

Property Name: Fire Station 56

EMG Project Number: 142318.20R000-018.354

Abbreviated Accessibility Checklist					
Facility History & Interview					
	Question	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property? If so, indicate when.			X	
2	Have any ADA improvements been made to the property since original construction? Elaborate, especially if fully or partially addressed as the result of a previous study.	X			
3	Has building ownership/management reported any ADA complaints or litigation?		X		

Playgrounds & Swimming Pools					
	Question	Yes	No	NA	Comments
1	Is there an accessible route to the play area/s?			X	
2	Has the play area been reviewed for accessibility?			X	
3	Are publicly accessible swimming pools equipped with an entrance lift?			X	

Abbreviated Accessibility Checklist

Parking



Parking spots



Parking spots

	Question	Yes	No	NA	Comments
1	Does the required number of standard ADA designated spaces appear to be provided?		X		No ADA designated spots
2	Does the required number of van-accessible designated spaces appear to be provided?		X		No ADA designated spots
3	Are accessible spaces on the shortest accessible route to an accessible building entrance?		X		No ADA designated spots
4	Does parking signage include the International Symbol of Accessibility?		X		No ADA designated spots
5	Does each accessible space have an adjacent access aisle?		X		No ADA designated spots
6	Do parking spaces and access aisles appear to be relatively level and without obstruction?		X		No ADA designated spots

Abbreviated Accessibility Checklist

Exterior Accessible Route



Exterior entrance route



Patio area

	Question	Yes	No	NA	Comments
1	Is an accessible route present from public transportation stops and municipal sidewalks on or immediately adjacent to the property?	X			
2	Does a minimum of one accessible route appear to connect all public areas on the exterior, such as parking and other outdoor amenities, to accessible building entrances?	X			
3	Are curb ramps present at transitions through raised curbs on all accessible routes?	X			
4	Do curb ramps appear to have compliant slopes for all components?	X			
5	Do ramp runs on an accessible route appear to have compliant slopes?			X	No ramps
6	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	No ramps
7	Do ramps on an accessible route appear to have compliant end and intermediate landings?			X	No ramps
8	Do ramps on an accessible route appear to have compliant handrails?			X	No ramps

Abbreviated Accessibility Checklist

Building Entrances



Main building entrance

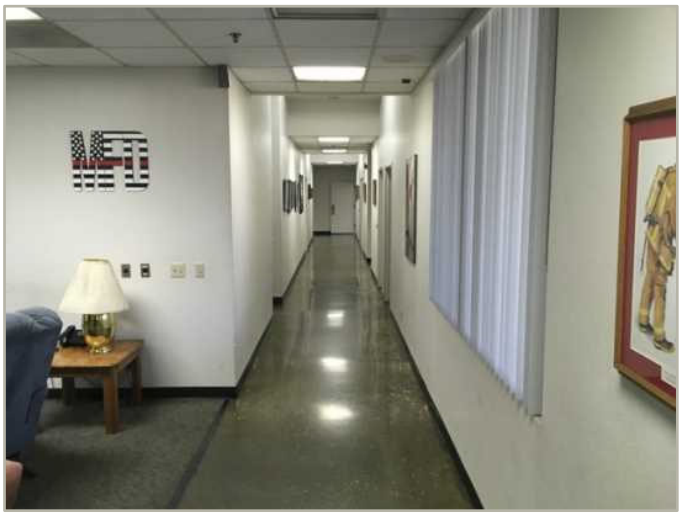


Alternative building entrance

	Question	Yes	No	NA	Comments
1	Do a sufficient number of accessible entrances appear to be provided?	X			
2	If the main entrance is not accessible, is an alternate accessible entrance provided?			X	Main entrance is accessible
3	Is signage provided indicating the location of alternate accessible entrances?			X	Main entrance is accessible
4	Do doors at accessible entrances appear to have compliant maneuvering clearance area on each side?	X			
5	Do doors at accessible entrances appear to have compliant hardware?	X			
6	Do doors at accessible entrances appear to have a compliant clear opening width?	X			
7	Do pairs of accessible entrance doors in series appear to have the minimum clear space between them?			X	
8	Do thresholds at accessible entrances appear to have a compliant height?	X			

Abbreviated Accessibility Checklist

Interior Accessible Route, Interior Doors & Amenities



Interior path of travel



Interior accessible doorway

	Question	Yes	No	NA	Comments
1	Does an accessible route appear to connect all public areas inside the building?	X			
2	Do accessible routes appear free of obstructions and/or protruding objects?	X			
3	Do ramps on accessible routes appear to have compliant slopes?			X	No ramps
4	Do ramp runs on an accessible route appear to have a compliant rise and width?			X	
5	Do ramps on accessible routes appear to have compliant end and intermediate landings?			X	
6	Do ramps on accessible routes appear to have compliant handrails?			X	
7	Are accessible areas of refuge and the accessible means of egress to those areas identified with accessible signage?		X		
8	Do public transaction areas have an accessible, lowered service counter section?			X	
9	Do public telephones appear mounted with an accessible height and location?			X	
10	Do doors at interior accessible routes appear to have compliant maneuvering clearance area on each side?	X			
11	Do doors at interior accessible routes appear to have compliant hardware?	X			
12	Do non-fire hinged, sliding, or folding doors on interior accessible routes appear to have compliant opening force?	X			

	Question	Yes	No	NA	Comments
13	Do doors on interior accessible routes appear to have a compliant clear opening width?	X			

Abbreviated Accessibility Checklist

Elevators

NA NA

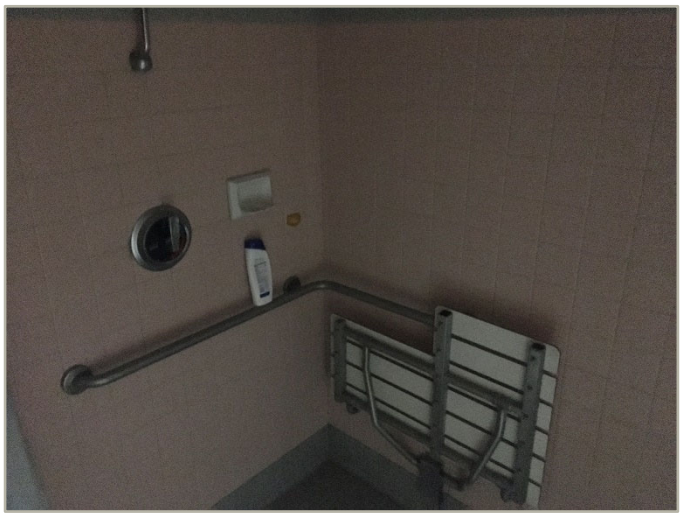
	Question	Yes	No	NA	Comments
1	Are hallway call buttons configured with the “UP” button above the “DOWN” button?			X	
2	Is accessible floor identification signage present on the hoistway sidewalls on each level?			X	
3	Do the elevators have audible and visual arrival indicators at the lobby and hallway entrances?			X	
4	Do the elevator hoistway and car interior appear to have a minimum compliant clear floor area?			X	
5	Do the elevator car doors have automatic re-opening devices to prevent closure on obstructions?			X	
6	Do elevator car control buttons appear to be mounted at a compliant height?			X	
7	Are tactile and Braille characters mounted to the left of each elevator car control button?			X	
8	Are audible and visual floor position indicators provided in the elevator car?			X	
9	Is the emergency call system on or adjacent to the control panel and does it not require voice communication?			X	

Abbreviated Accessibility Checklist

Common Area Restrooms



Accessible restroom acomidations



Accessible restroom acomidations

	Question	Yes	No	NA	Comments
1	Do publicly accessible toilet rooms appear to have a minimum compliant floor area?	X			
2	Does the lavatory appear to be mounted at a compliant height and with compliant knee area?	X			
3	Does the lavatory faucet have compliant handles?	X			
4	Is the plumbing piping under lavatories configured to protect against contact?	X			
5	Are grab bars provided at compliant locations around the toilet?	X			
6	Do toilet stall doors appear to provide the minimum compliant clear width?	X			
7	Do toilet stalls appear to provide the minimum compliant clear floor area?	X			
8	Where more than one urinal is present in a multi-user restroom, does minimum one urinal appear to be mounted at a compliant height and with compliant approach width?			X	No urinal in accessible restroom
9	Do accessories and mirrors appear to be mounted at a compliant height?	X			

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2010	Building exterior	Poor	Exterior Wall, Brick Veneer, 1-2 Stories	30 SF	0	1829058
B2020	Building exterior	Fair	Storefront, Metal-Framed Windows w/out Door(s)	400 SF	5	1828990
B2050	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	8	10	1829034
B2050	Building exterior	Good	Overhead/Dock Door, 144 SF	2	20	1829000
B2050	Building exterior	Fair	Overhead/Dock Door, 288 SF	1	10	1829032
Roofing						
B3010	Roof	Fair	Roof, Built-Up	4,600 SF	5	1829048
B3010	Roof	Fair	Roof, Clay/Concrete Tile	5,400 SF	21	1829057
B3060	Roof	Fair	Roof Skylight, per unit (9-20 SF)	9	5	1829031
Interiors						
C1030	Throughout building	Poor	Door Hardware System, Office (per Door)	8	0	1829051
C1030	Restrooms	Fair	Interior Door, Wood Solid-Core	15	11	1828992
C1030	Throughout building	Fair	Interior Door, Steel	9	11	1828996
C1070	Throughout building	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	2,500 SF	7	1829015
C1070	Fireman doorm	Poor	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	500 SF	1	1829037
C1090	Restrooms	Fair	Toilet Partitions, Wood	4	10	1828994
C1090	Throughout building	Fair	Lockers, Steel Baked Enamel, 12" W x 15" D x 72" H	30	7	1828997
C2010	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	17,000 SF	6	1829012
C2010	Restrooms	Fair	Interior Wall Finish, Ceramic Tile	1,100 SF	20	1829033
C2030	Throughout building	Fair	Interior Floor Finish, any surface w/ Epoxy Coating, Prep & Paint	3,300 SF	3	1828987
C2030	Throughout building	Fair	Interior Floor Finish, Carpet Commercial Standard	2,300 SF	3	1829027
C2030	Restrooms	Fair	Interior Floor Finish, Ceramic Tile	700 SF	20	1829022
C2050	Apparatus bay	Poor	Interior Ceiling Finish, Gypsum Board/Plaster	50 SF	1	1829028
C2050	Throughout building	Fair	Interior Ceiling Finish, any flat surface, Prep & Paint	7,000 SF	6	1829017
Plumbing						
D2010	Restrooms	Fair	Shower Head w/ Valve, GPM	5	10	1829006
D2010	Mechanic shop	Poor	Sink/Lavatory, Wall-Hung, Enameled Steel	1	1	1829010
D2010	Engine bay	Fair	Drinking Fountain, Floor-Mounted, Interior Basic [No tag/plate found]	1	3	1829023
D2010	Restrooms	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	5	10	1828985
D2010	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	10,000 SF	11	1829026
D2010	Mechanic shop	Fair	Emergency Eye Wash	1	5	1829043
D2010	Janitorial closet	Fair	Service Sink, Floor	1	6	1829014
D2010	Kitchen	Fair	Commercial Kitchen Sink, Stainless Steel, 1-Bowl	1	7	1829045
D2010	Water heater room	Fair	Water Heater, 100 GAL [No tag/plate found]	1	8	1829016
D2010	Restrooms	Fair	Toilet, GPF	4	10	1828991

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D2010	Laundry room	Fair	Service Sink, Wall-Hung	1	6	1829038
D2010	Restrooms	Fair	Urinal, GPF	2	10	1829059
D2060	Compressor room	Fair	Air Compressor, 5 HP [No tag/plate found]	1	12	1829054
HVAC						
D3010	Parking lot	Fair	Fuel Storage Tank, 1001 - 2500 GAL [No tag/plate found]	1	12	1829040
D3010	Generator room	Fair	Fuel Storage Tank, 66 - 100 GAL [No tag/plate found]	1	3	1829049
D3020	Apparatus bay	Fair	Unit Heater, 3 - 5 MBH [Inaccessible]	1	12	1829055
D3020	Apparatus bay	Fair	Unit Heater, 3 - 5 MBH [Inaccessible]	1	3	1829044
D3020	Apparatus bay	Fair	Unit Heater, 3 - 5 MBH [Inaccessible]	1	3	1829007
D3020	Apparatus bay	Poor	Unit Heater, 3 - 5 MBH [Inaccessible]	1	1	1829036
D3050	Roof	Fair	Packaged Heat Pump, 3 TON [AC-4]	1	5	1828988
D3050	Roof	Fair	Packaged Heat Pump, 5 TON [AC-1]	1	5	1829013
D3050	Throughout building	Fair	HVAC System Ductwork, Medium Density	10,000 SF	6	1829047
D3050	Roof	Fair	Packaged Heat Pump, No tag/plate found [AC-5]	1	3	1829041
D3050	Roof	Fair	Packaged Heat Pump, 4 TON [AC-2]	1	5	1829046
D3050	Roof	Good	Packaged Heat Pump, 2.5 Ton [AC-3]	1	16	1829021
D3060	Kitchen Roof	Fair	Exhaust Fan, 501 - 1000 CFM [Inaccessible]	1	7	1828986
D3060	Roof	Fair	Exhaust Fan, 1001 - 2000 CFM [No tag/plate found]	1	8	1829052
D3060	Apparatus bay	Fair	Exhaust Fan, 1001 - 2000 CFM [No tag/plate found]	1	10	1829039
Electrical						
D5010	Generator room	Fair	Transfer Switch, 200 AMP [No tag/plate found]	1	3	1829042
D5010	Generator room	Poor	Generator, 80 kW [No tag/plate found]	1	0	1828989
D5020	Electrical room	Fair	Building/Main Switchboard, 600 AMP [No tag/plate found]	1	11	1829005
D5030	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	10,000 SF	11	1829060
D5040	Throughout building	Poor	Lighting System, Interior, Medium Density & Standard Fixtures	5,000 SF	1	1829035
D5040	Building exterior	Fair	Light Fixture, 250 WATT	4	4	1829001
D5040	Throughout building	Good	Lighting System, Interior, Medium Density & Standard Fixtures	5,000 SF	16	1829018
Equipment/Special						
E1030	Kitchen	Fair	Commercial Kitchen, Range/Oven, 4-Burner w/ Griddle [No tag/plate found]	1	5	1829029
E1030	Parking lot	Good	Prefabricated/Ancillary Building or Structure, All Components	1,000 SF	25	1829019
E1030	Kitchen	Fair	Commercial Kitchen, 5 LF [No tag/plate found]	1	5	1829053
E1060	Laundry room	Good	Residential Appliances, Clothes Dryer [No tag/plate found]	1	13	1829003
E1060	Kitchen	Fair	Residential Appliances, Refrigerator, 14-18 CF [No tag/plate found]	1	4	1829004
E1060	Kitchen	Fair	Residential Appliances, Refrigerator, 14-18 CF [No tag/plate found]	1	4	1828995
E1060	Kitchen	Excellent	Residential Appliances, Dishwasher [No tag/plate found]	1	10	1829011
E1060	Laundry room	Fair	Residential Appliances, Clothes Washer [No tag/plate found]	1	5	1829002
E2010	Throughout building	Fair	Kitchen Cabinetry, Stock Hardwood	150 LF	5	1828993

Component Condition Report | Fire Station 56

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
E2010	Throughout building	Fair	Kitchen Counter, Solid Surface	100 LF	11	1829008
Landscaping						
G2050	Site	Poor	Sports Apparatus, Basketball Backboard w/ Rim & Pole	1	1	1829020
Site						
G2060	Parking lot	Fair	Fences & Gates, Sliding Vehicle Gate, Electric [No tag/plate found]	1	9	1829024
G2060	Parking lot	Fair	Fences & Gates, Sliding Vehicle Gate, Electric [No tag/plate found]	1	9	1828998
G2080	Site	Fair	Irrigation System, Pop-Up Spray Heads, Commercial	4,700 SF	15	1829050
Fire Protection						
D4010	Throughout building	Fair	Sprinkler Heads (per SF)	10,000 SF	4	1829025
D4030	Throughout building	Excellent	Fire Extinguisher, Wet Chemical/CO2	10	10	1829009
Communications						
D6060	Throughout building	Fair	Public Address/Announcement (PA) System, Facility Wide	10,000 SF	7	1829030
Electronic Safety & Security						
D7050	Throughout building	Fair	Fire Alarm System, Standard Addressable, Upgrade	10,000 SF	4	1828999
D7050	Radio room	Poor	Fire Alarm Control Panel, Addressable [No tag/plate found]	1	1	1829056
Follow-up Studies						
P2030	Building and Parking lot	NA	Engineer, Civil, Site/Storm Drainage, Evaluate/Report	1	0	1829077

Appendix E:
Replacement Reserves

Replacement Reserves Report

Fire Station 56

6/30/2020

Location	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Total Escalated Estimate
Fire Station 56	$91,818	$100,193	$0	$127,460	$85,802	$283,998	$130,575	$71,254	$41,405	$17,478	$74,967	$383,647	$51,376	$113,009	$0	$9,809	$217,110	$0	$1,884	$2,588	$134,574	**$1,938,946**
Grand Total	**$91,818**	**$100,193**	**$0**	**$127,460**	**$85,802**	**$283,998**	**$130,575**	**$71,254**	**$41,405**	**$17,478**	**$74,967**	**$383,647**	**$51,376**	**$113,009**	**$0**	**$9,809**	**$217,110**	**$0**	**$1,884**	**$2,588**	**$134,574**	**$1,938,946**

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
B2010	Building exterior	1829058	Exterior Wall, Brick Veneer, 1-2 Stories, Replace	50	50	0	30	SF	$33.20	$996	$996																					**$996**
B2020	Building exterior	1828990	Storefront, Metal-Framed Windows w/out Door(s), Replace	30	25	5	400	SF	$73.68	$29,470						$29,470																	**$29,470**
B2050	Building exterior	1829034	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	20	10	8	EA	$1,741.43	$13,931											$13,931											**$13,931**
B2050	Building exterior	1829032	Overhead/Dock Door, 288 SF, Replace	30	20	10	1	EA	$8,439.23	$8,439											$8,439											**$8,439**
B2050	Building exterior	1829000	Overhead/Dock Door, 144 SF, Replace	30	10	20	2	EA	$5,894.06	$11,788																					$11,788	**$11,788**
B3010	Roof	1829048	Roof, Built-Up, Replace	25	20	5	4600	SF	$18.75	$86,268						$86,268																**$86,268**
B3060	Roof	1829031	Roof Skylight, per unit (9-20 SF), Replace	30	25	5	9	EA	$1,741.43	$15,673						$15,673																**$15,673**
C1030	Restrooms	1828992	Interior Door, Wood Solid-Core, Replace	40	29	11	15	EA	$937.69	$14,065												$14,065										**$14,065**
C1030	Throughout building	1828996	Interior Door, Steel, Replace	40	29	11	9	EA	$803.74	$7,234												$7,234										**$7,234**
C1030	Throughout building	1829051	Door Hardware System, Office (per Door), Replace	30	30	0	8	EA	$468.85	$3,751	$3,751																					**$3,751**
C1070	Fireman doorm	1829037	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	24	1	500	SF	$4.69	$2,344		$2,344																				**$2,344**
C1070	Throughout building	1829015	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	18	7	2500	SF	$4.69	$11,721								$11,721														**$11,721**
C1090	Restrooms	1828994	Toilet Partitions, Wood, Replace	20	10	10	4	EA	$669.78	$2,679											$2,679											**$2,679**
C1090	Throughout building	1828997	Lockers, Steel Baked Enamel, 12" W x 15" D x 72" H, Replace	20	13	7	30	EA	$669.78	$20,093								$20,093														**$20,093**
C2010	Restrooms	1829033	Interior Wall Finish, Ceramic Tile, Replace	40	20	20	1100	SF	$24.11	$26,523																					$26,523	**$26,523**
C2010	Throughout building	1829012	Interior Wall Finish, any surface, Prep & Paint	10	4	6	17000	SF	$2.01	$34,159							$34,159										$34,159					**$68,318**
C2030	Throughout building	1828987	Interior Floor Finish, any surface w/ Epoxy Coating, Prep & Paint	10	7	3	3300	SF	$16.07	$53,047				$53,047										$53,047								**$106,093**
C2030	Restrooms	1829022	Interior Floor Finish, Ceramic Tile, Replace	40	20	20	700	SF	$24.11	$16,878																					$16,878	**$16,878**
C2030	Throughout building	1829027	Interior Floor Finish, Carpet Commercial Standard, Replace	10	7	3	2300	SF	$10.05	$23,107				$23,107										$23,107								**$46,215**
C2050	Apparatus bay	1829028	Interior Ceiling Finish, Gypsum Board/Plaster, Replace	50	49	1	50	SF	$9.84	$492		$492																				**$492**
C2050	Throughout building	1829017	Interior Ceiling Finish, any flat surface, Prep & Paint	10	4	6	7000	SF	$2.68	$18,754							$18,754										$18,754					**$37,508**
D2010	Water heater room	1829016	Water Heater, 100 GAL, Replace	20	12	8	1	EA	$29,470.32	$29,470									$29,470													**$29,470**
D2010	Throughout building	1829026	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	29	11	10000	SF	$14.74	$147,352												$147,352										**$147,352**
D2010	Mechanic shop	1829010	Sink/Lavatory, Wall-Hung, Enameled Steel, Replace	30	29	1	1	EA	$2,277.25	$2,277		$2,277																				**$2,277**
D2010	Engine bay	1829023	Drinking Fountain, Floor-Mounted, Interior Basic, Replace	15	12	3	1	EA	$1,106.78	$1,107				$1,107																	$1,107		**$2,214**
D2010	Mechanic shop	1829043	Emergency Eye Wash, , Replace	20	15	5	1	EA	$2,009.34	$2,009						$2,009																**$2,009**
D2010	Janitorial closet	1829014	Service Sink, Floor, Replace	35	29	6	1	EA	$983.81	$984							$984															**$984**
D2010	Laundry room	1829038	Service Sink, Wall-Hung, Replace	35	29	6	1	EA	$1,875.38	$1,875							$1,875															**$1,875**
D2010	Kitchen	1829045	Commercial Kitchen Sink, Stainless Steel, 1-Bowl, Replace	30	23	7	1	EA	$2,143.30	$2,143								$2,143														**$2,143**
D2010	Restrooms	1829006	Shower Head w/ Valve, GPM, Replace	30	20	10	5	EA	$1,071.65	$5,358											$5,358											**$5,358**
D2010	Restrooms	1828985	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	20	10	5	EA	$1,473.52	$7,368											$7,368											**$7,368**
D2010	Restrooms	1828991	Toilet, GPF, Replace	30	20	10	4	EA	$1,741.43	$6,966											$6,966											**$6,966**
D2010	Restrooms	1829059	Urinal, GPF, Replace	30	20	10	2	EA	$1,473.52	$2,947											$2,947											**$2,947**
D2060	Compressor room	1829054	Air Compressor, 5 HP, Replace	20	8	12	1	EA	$14,199.34	$14,199													$14,199									**$14,199**
D3010	Generator room	1829049	Fuel Storage Tank, 66 - 100 GAL, Replace	25	22	3	1	EA	$1,741.43	$1,741				$1,741																		**$1,741**
D3010	Parking lot	1829040	Fuel Storage Tank, 1001 - 2500 GAL, Replace	25	13	12	1	EA	$16,074.72	$16,075													$16,075									**$16,075**
D3020	Apparatus bay	1829036	Unit Heater, 3 - 5 MBH, Replace	20	19	1	1	EA	$5,760.11	$5,760		$5,760																				**$5,760**
D3020	Apparatus bay	1829044	Unit Heater, 3 - 5 MBH, Replace	20	17	3	1	EA	$5,760.11	$5,760				$5,760																		**$5,760**
D3020	Apparatus bay	1829007	Unit Heater, 3 - 5 MBH, Replace	20	17	3	1	EA	$5,760.11	$5,760				$5,760																		**$5,760**
D3020	Apparatus bay	1829055	Unit Heater, 3 - 5 MBH, Replace	20	8	12	1	EA	$5,760.11	$5,760													$5,760									**$5,760**
D3050	Roof	1829041	Packaged Heat Pump, No tag/plate found, Replace	20	17	3	1	EA	$10,046.70	$10,047				$10,047																		**$10,047**
D3050	Roof	1828988	Packaged Heat Pump, 3 TON, Replace	20	15	5	1	EA	$10,046.70	$10,047						$10,047																**$10,047**
D3050	Roof	1829013	Packaged Heat Pump, 5 TON, Replace	20	15	5	1	EA	$14,735.16	$14,735						$14,735																**$14,735**
D3050	Roof	1829046	Packaged Heat Pump, 4 TON, Replace	20	15	5	1	EA	$12,056.04	$12,056						$12,056																**$12,056**
D3050	Throughout building	1829047	HVAC System Ductwork, Medium Density, Replace	30	24	6	10000	SF	$5.36	$53,582							$53,582															**$53,582**
D3050	Roof	1829021	Packaged Heat Pump, 2.5 Ton, Replace	20	4	16	1	EA	$8,707.14	$8,707																	$8,707					**$8,707**
D3060	Kitchen Roof	1828986	Exhaust Fan, 501 - 1000 CFM, Replace	20	13	7	1	EA	$1,875.38	$1,875								$1,875														**$1,875**
D3060	Roof	1829052	Exhaust Fan, 1001 - 2000 CFM, Replace	20	12	8	1	EA	$3,214.94	$3,215									$3,215													**$3,215**
D3060	Apparatus bay	1829039	Exhaust Fan, 1001 - 2000 CFM, Replace	20	10	10	1	EA	$3,214.94	$3,215											$3,215											**$3,215**
D4010	Throughout building	1829025	Sprinkler Heads (per SF), , Replace	25	21	4	10000	SF	$2.01	$20,093					$20,093																	**$20,093**

Uniformat Code	Location Description	ID	Cost Description	Lifespan (EUL)	Age	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
D4030	Throughout building	1829009	Fire Extinguisher, Wet Chemical/CO2, Replace	10	0	10	10	EA	$401.87	$4,019										$4,019											$4,019	**$8,037**
D5010	Generator room	1828989	Generator, 80 kW, Replace	25	25	0	1	EA	$77,694.48	$77,694	$77,694																					**$77,694**
D5010	Generator room	1829042	Transfer Switch, 200 AMP, Replace	25	22	3	1	EA	$16,074.72	$16,075				$16,075																		**$16,075**
D5020	Electrical room	1829005	Building/Main Switchboard, 600 AMP, Replace	40	29	11	1	EA	$60,280.20	$60,280											$60,280											**$60,280**
D5030	Throughout building	1829060	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	29	11	10000	SF	$3.35	$33,489											$33,489											**$33,489**
D5040	Throughout building	1829035	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	19	1	5000	SF	$10.72	$53,582		$53,582																				**$53,582**
D5040	Building exterior	1829001	Light Fixture, 250 WATT, Replace	20	16	4	4	EA	$270.55	$1,082					$1,082																	**$1,082**
D5040	Throughout building	1829018	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	4	16	5000	SF	$10.72	$53,582																	$53,582					**$53,582**
D6060	Throughout building	1829030	Public Address/Announcement (PA) System, Facility Wide, Replace	20	13	7	10000	SF	$2.21	$22,103								$22,103														**$22,103**
D7050	Radio room	1829056	Fire Alarm Control Panel, Addressable, Replace	15	14	1	1	EA	$20,093.40	$20,093		$20,093															$20,093					**$40,187**
D7050	Throughout building	1828999	Fire Alarm System, Standard Addressable, Upgrade	20	16	4	10000	SF	$5.36	$53,582					$53,582																	**$53,582**
E1030	Kitchen	1829029	Commercial Kitchen, Range/Oven, 4-Burner w/ Griddle, Replace	15	10	5	1	EA	$8,975.05	$8,975						$8,975															$8,975	**$17,950**
E1030	Kitchen	1829053	Commercial Kitchen, 5 LF, Replace	15	10	5	1	EA	$4,420.55	$4,421						$4,421															$4,421	**$8,841**
E1060	Kitchen	1829004	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	11	4	1	EA	$737.86	$738					$738															$738		**$1,476**
E1060	Kitchen	1828995	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	11	4	1	EA	$737.86	$738					$738															$738		**$1,476**
E1060	Laundry room	1829002	Residential Appliances, Clothes Washer, Replace	15	10	5	1	EA	$1,045.30	$1,045						$1,045															$1,045	**$2,091**
E1060	Kitchen	1829011	Residential Appliances, Dishwasher, Replace	10	0	10	1	EA	$860.83	$861										$861											$861	**$1,722**
E1060	Laundry room	1829003	Residential Appliances, Clothes Dryer, Replace	15	2	13	1	EA	$799.34	$799													$799									**$799**
E2010	Throughout building	1828993	Kitchen Cabinetry, Stock Hardwood, Replace	20	15	5	150	LF	$401.87	$60,280						$60,280																**$60,280**
E2010	Throughout building	1829008	Kitchen Counter, Solid Surface, Replace	40	29	11	100	LF	$147.35	$14,735											$14,735											**$14,735**
G2050	Site	1829020	Sports Apparatus, Basketball Backboard w/ Rim & Pole, Replace	25	24	1	1	EA	$12,725.82	$12,726		$12,726																				**$12,726**
G2060	Parking lot	1829024	Fences & Gates, Sliding Vehicle Gate, Electric, Replace	20	11	9	1	EA	$6,697.80	$6,698										$6,698												**$6,698**
G2060	Parking lot	1828998	Fences & Gates, Sliding Vehicle Gate, Electric, Replace	20	11	9	1	EA	$6,697.80	$6,698										$6,698												**$6,698**
G2080	Site	1829050	Irrigation System, Pop-Up Spray Heads, Commercial, Replace	20	5	15	4700	SF	$1.34	$6,296																$6,296						**$6,296**
P2030	Building and Parking lot	1829077	Engineer, Civil, Site/Storm Drainage, Evaluate/Report	0	0	0	1	EA	$9,376.92	$9,377	$9,377																					**$9,377**
Totals, Unescalated											**$91,818**	**$97,275**	**$0**	**$116,644**	**$76,234**	**$244,979**	**$109,354**	**$57,936**	**$32,685**	**$13,396**	**$55,783**	**$277,155**	**$36,034**	**$76,953**	**$0**	**$6,296**	**$135,296**	**$0**	**$1,107**	**$1,476**	**$74,510**	**$1,504,931**
Totals, Escalated (3.0% inflation, compounded annually)											**$91,818**	**$100,193**	**$0**	**$127,460**	**$85,802**	**$283,998**	**$130,575**	**$71,254**	**$41,405**	**$17,478**	**$74,967**	**$383,647**	**$51,376**	**$113,009**	**$0**	**$9,809**	**$217,110**	**$0**	**$1,884**	**$2,588**	**$134,574**	**$1,938,946**

* Markup/LocationFactor (1.098) has been included in unit costs. Markup includes a 10% Internal Program Management, and 12% Design factors applied to the location adjusted unit cost.

Appendix F:
Equipment Inventory List

D20 Plumbing

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829054	D2060	**Air Compressor**	5 HP	Compressor room	Ingersoll Rand	RAND 4000	No tag/plate found			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829040	D3010	**Fuel Storage Tank**	1001 - 2500 GAL	Parking lot	No tag/plate found	No tag/plate found	No tag/plate found			
2	1829049	D3010	**Fuel Storage Tank**	66 - 100 GAL	Generator room	Kohler	No tag/plate found	No tag/plate found	1991		
3	1829055	D3020	**Unit Heater**	3 - 5 MBH	Apparatus bay	Inaccessible	Inaccessible	Inaccessible			
4	1829044	D3020	**Unit Heater**	3 - 5 MBH	Apparatus bay	Inaccessible	Inaccessible	Inaccessible	1991		
5	1829007	D3020	**Unit Heater**	3 - 5 MBH	Apparatus bay	Inaccessible	Inaccessible	Inaccessible	1991		
6	1829036	D3020	**Unit Heater**	3 - 5 MBH	Apparatus bay	Inaccessible	Inaccessible	Inaccessible	1991		
7	1829013	D3050	**Packaged Heat Pump** [AC-1]	5 TON	Roof	Trane	WCC060F300BE	P2843F02H	1999		
8	1829046	D3050	**Packaged Heat Pump** [AC-2]	4 TON	Roof	Trane	WCC048F100BF	R353YL12H	2000		
9	1829021	D3050	**Packaged Heat Pump** [AC-3]	2.5 TON	Roof	Payne	PH4GNAB30000AA--	1816C21935	2016		
10	1828988	D3050	**Packaged Heat Pump** [AC-4]	3 TON	Roof	Trane	WCC036F100BD	N34119X1H	1998		
11	1829041	D3050	**Packaged Heat Pump** [AC-5]	No tag/plate found	Roof	Carrier	No tag/plate found	No tag/plate found	1991		
12	1828986	D3060	**Exhaust Fan**	501 - 1000 CFM	Kitchen Roof	Inaccessible	Inaccessible	Inaccessible			
13	1829052	D3060	**Exhaust Fan**	1001 - 2000 CFM	Roof	Plymovent	FSBT-4D	No tag/plate found			
14	1829039	D3060	**Exhaust Fan**	1001 - 2000 CFM	Apparatus bay	Plymovent	Inaccessible	Inaccessible			

D40 Fire Protection

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829009	D4030	**Fire Extinguisher**		Throughout building				2020		10

D50 Electrical

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1828989	D5010	**Generator**	80 kW	Generator room	Kohler	80R0ZJ81	291877	1991		
2	1829042	D5010	**Transfer Switch**	200 AMP	Generator room	Kohler	No tag/plate found	No tag/plate found	1991		
3	1829005	D5020	**Building/Main Switchboard**	600 AMP	Electrical room	RSE Sierra	No tag/plate found	7428-1	1991		
4	1829001	D5040	**Light Fixture**	250 WATT	Building exterior						4

D70 Electronic Safety & Security

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829056	D7050	**Fire Alarm Control Panel**		Radio room	No tag/plate found	No tag/plate found	No tag/plate found	1991		

E10 Equipment

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829053	E1030	**Commercial 5 LF**	5 LF	Kitchen	No tag/plate found	No tag/plate found	No tag/plate found			
2	1829029	E1030	**Commercial Range/Oven, 4-Burner w/ Griddle**		Kitchen	Wolf	No tag/plate found	No tag/plate found	1991		
3	1829003	E1060	**Residential Clothes Dryer**		Laundry room	Whirlpool	WGD5000DW3	M91816052	2018		
4	1829002	E1060	**Residential Clothes Washer**		Laundry room	Whirlpool	WTW5000DW1	C62443981			
5	1829011	E1060	**Residential Dishwasher**		Kitchen	KitchenAid	KDTM354DSS5	F94713996	2020		
6	1829004	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen	Sears Roebuck and Co.	Illegible	WB61233513	2006		
7	1828995	E1060	**Residential Refrigerator, 14-18 CF**		Kitchen	Sears Roebuck and Co.	Illegible	WA60400408	2006		

SECTION IV-R
Fire Station 57

FACILITY CONDITION ASSESSMENT

prepared for

City of Montebello Recreation and Community Services
1700 West Victoria Avenue
Montebello, California 90640



FIRE STATION 57
2950 VIA ACOSTA
MONTEBELLO, CALIFORNIA 90640

PREPARED BY:
Bureau Veritas
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Owings Mills, Maryland 21117
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BV PROJECT #:
142318.20R000-019.354

DATE OF REPORT:
June 26, 2020

ON SITE DATE:
MAY 5, 2020

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1. Executive Summary

Property Overview and Assessment Details

General Information	
Property Type	Fire Station 57
Main Address	2950 Via Acosta, Montebello, California 90640
Site Developed	1989, estimated
Site Area	0.2 acres (estimated)
Parking Spaces	5 total spaces all in open lots; 0 of which are accessible
Building Area	3,500 SF
Number of Stories	One
Outside Occupants / Leased Spaces	None
Date(s) of Visit	May 5, 2020
Management Point of Contact	City of Montebello, David Sosnowski, Director 323.887.4588 phone dsosnowski@cityofmentebello.com email
On-site Point of Contact (POC)	Vernon Creswell
Assessment and Report Prepared By	Jonathan Levine
Reviewed By	Mark Surdam Program Manager Mark.Surdam@bvna.com 800.733.0660 6251
AssetCalc Link	Full dataset for this assessment can be found at: https://www.assetcalc.net/

Significant/Systemic Findings and Deficiencies

Historical Summary

The fire station is believed to have been constructed some time circa 1989. It is single story with no basement and is occupied by Fire Station 57.

Architectural

The building consists of masonry bearing walls with wood-framed roofs. It was reported by the fire captain that the building is experiencing foundational problems. The exterior façade consists of brick and concrete masonry unit with aluminum windows. There is also some wood siding in the rear of the building that is deteriorating. Exterior doors consist of fully-glazed entry doors, a metal service door, and an overhead roll-up door for the apparatus bay. The roof consists of a shed construction with clay tiles and flat, modified bituminous roofing. Birds are getting in and nesting in between the roof tiles. There are areas of cracked concrete flooring in the apparatus bay. Typical lifecycle-based interior and exterior finish replacements are budgeted and anticipated.

Mechanical, Electrical, Plumbing and Fire (MEPF)

The building is heated and cooled by a roof mounted packaged unit and a split-system. The exact age and condition of these components could not be observed as they were inaccessible during the assessment. Based on the information provided by onsite personnel, it is estimated that the units are approaching the end of their useful life.

The plumbing systems are adequate for the facility and no major piping issues were found. Domestic hot water is provided by a gas-fired water heater replaced in 2018 located in the parking lot. There was no evidence suggesting any problems with the general plumbing and sewage systems.

The building is served by a main electrical panel located in the Fire Captain's room. Interior lighting primarily consists of linear fluorescent fixtures. The building has an emergency diesel generator located in the generator room. Electrical service equipment and systems are anticipated for lifecycle replacement.

The building is not protected by a fire alarm nor sprinkler suppression system. It is recommended such systems be installed/retrofit for safety systems modernization.

Site

The site consists of the fire station and a concrete parking lot. Site lighting consists of building mounted fixtures.

Recommended Additional Studies

It was reported that the building was experiencing foundational issues. A professional engineer must be retained to analyze the existing condition, provide recommendations and, if necessary, estimate the scope and cost of any required repairs. The cost of this study is included in the cost tables. Due to the ambiguity of the required repair scope at the time of this assessment, the cost for any possible subsequent repairs is not included

Some areas of the facility were identified as having major or moderate accessibility issues. Bureau Veritas recommends a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Facility Condition Index (FCI)

One of the major goals of the FCA is to calculate each building's Facility Condition Index (FCI), which provides a theoretical objective indication of a building's overall condition. By definition, the FCI is defined as the ratio of the cost of current needs divided by current replacement value (CRV) of the facility. The chart below presents the industry standard ranges and cut-off points.

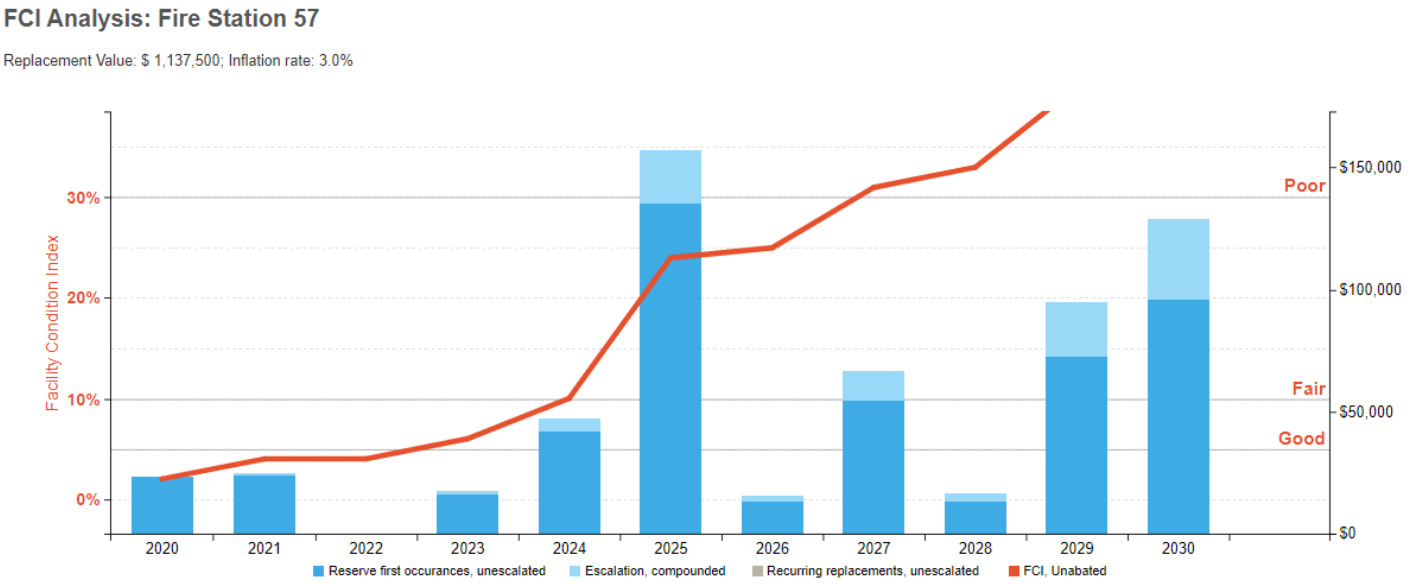
FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little or no visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

The deficiencies and lifecycle needs identified in this assessment provide the basis for a portfolio-wide capital improvement funding strategy. In addition to the current FCI, extended FCI's have been developed to provide owners the intelligence needed to plan and budget for the "keep-up costs" for their facilities. As such the 3-year, 5-year, and 10-year FCI's are calculated by dividing the anticipated needs of those respective time periods by current replacement value. As a final point, the FCI's ultimately provide more value when used to relatively compare facilities across a portfolio instead of being over-analyzed and scrutinized as stand-alone values. The table below summarizes the individual findings for this FCA:

FCI Analysis | Fire Station 57		
Replacement Value *$ 1,137,500*	*Total SF* *3,500*	*Cost/SF* *$ 325*
Current FCI	$ 23,500	**2.1 %**
3-Year	$ 66,200	5.8 %
5-Year	$ 270,700	23.8 %
10-Year	$ 594,100	52.2 %

The orange line in the graph below forecasts what would happen to the FCI (left Y axis) over time, assuming zero capital expenditures. The capital expenditures allocated for each year (blue bars) are associated with the dollar amounts along the right Y axis.

Needs by Year with Unaddressed FCI Over Time



Immediate Needs

Facility/Building	Total Items	Total Cost
Fire Station 57	3	$23,442
Total	**3**	**$23,442**

Fire Station 57

ID	Location	UF Code	Description	Condition	Plan Type	Cost
1829271	Fire Station 57	C3021	Interior Floor Finish, Concrete, Repair	Poor	Performance/Integrity	$4,019
1829372	Fire Station 57	P000X	Engineer, Structural, General, Evaluate/Report	NA	Performance/Integrity	$9,377
1829373	Fire Station 57	Z105X	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	NA	Accessibility	$10,047
Total (3 items)						**$23,442**

Key Findings



Roof Hatch in Poor condition.

Metal
City Hall Roof- west wing

Uniformat Code: B3022
Recommendation: **Replace in 2021**

Priority Score: **88.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,700

**$**$$$

Broken hinges need replacement - AssetCALC ID: 1829626



Parking Lots in Poor condition.

Asphalt Pavement
City Hall Parking lot

Uniformat Code: G2022
Recommendation: **Seal & Stripe in 2021**

Priority Score: **87.0**

Plan Type:
Performance/Integrity

Cost Estimate: $1,500

**$**$$$

Isolated areas of alligator parking asphalt. - AssetCALC ID: 1829510



Pedestrian Pavement in Poor condition.

Sidewalk, Concrete Sections/Small Areas
City Hall Sidewalk

Uniformat Code: G2031
Recommendation: **Replace in 2021**

Priority Score: **86.0**

Plan Type:
Performance/Integrity

Cost Estimate: $8,000

**$**$$$

Isolated areas of cracked concrete sidewalk. - AssetCALC ID: 1829531



Main Distribution Panel in Fair condition.

600 AMP
City Hall Electrical room- basement

Uniformat Code: D5012
Recommendation: **Replace in 2034**

Priority Score: **61.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $9,400

**$**$$$

- AssetCALC ID: 1829635

No photo due to underground conditions.

Sprinkler System

Full Retrofit, Medium Density/Complexity
City Hall Throughout building

Uniformat Code: D4019
Recommendation: **Install in 2056**

Priority Score: **60.9**

Plan Type:
Modernization/Adaptation

Cost Estimate: $269,600

$$$$

The building lacks fire sprinkler system - AssetCALC ID: 1829593



Condensing Unit/Heat Pump in Fair condition.

5 TON
City Hall Building exterior

Uniformat Code: D3032
Recommendation: **Replace in 2025**

Priority Score: **58.9**

Plan Type: Modernization/Adaptation

Cost Estimate: $9,500

**$**$$$

- AssetCALC ID: 1829565



Interior Ceiling Finish in Poor condition.

Suspended Acoustical Tile (ACT)
City Hall Throughout building

Uniformat Code: C3032
Recommendation: **Replace in 2021**

Priority Score: **56.0**

Plan Type: Modernization/Adaptation

Cost Estimate: $2,300

**$**$$$

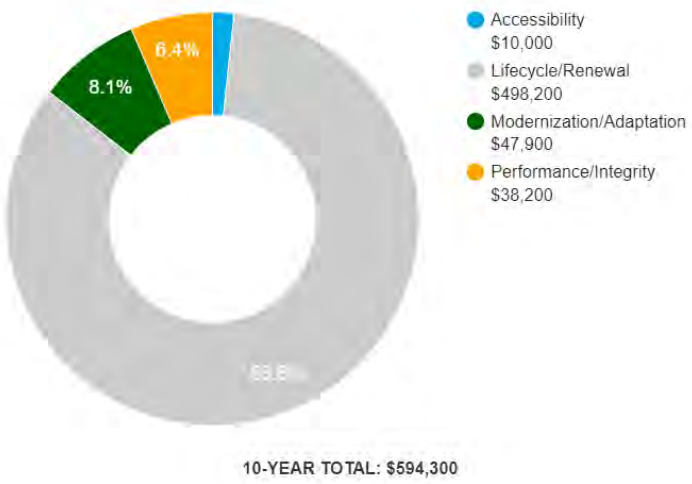
Replace stained tiles due to previous leaks. - AssetCALC ID: 1829637

Plan Types

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance.

Plan Type Descriptions		
Safety		An observed or reported unsafe condition that if left unaddressed could result in injury; a system or component that presents potential liability risk.
Performance/Integrity		Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses risk to overall system stability.
Accessibility		Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental		Improvements to air or water quality, including removal of hazardous materials from the building or site.
Retrofit/Adaptation		Components, systems, or spaces recommended for upgrades in in order to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal		Any component or system that is not currently deficient or problematic but for which future replacement or repair is anticipated and budgeted.

Plan Type Distribution (by Cost)



2. Building and Site Information





Systems Summary

System	Description	Condition
Structure	Masonry bearing walls and wood-framed roofs	Good
Façade	Brick with aluminum windows Painted wood siding	Fair
Roof	Primary: Shed construction with clay/concrete tiles Secondary: Flat construction with modified bituminous finish	Fair
Interiors	Walls: Painted gypsum board & CMU, ceramic tile, Unfinished Floors: Carpet, vinyl sheeting, ceramic tile, painted/coated, Unfinished Ceilings: Painted gypsum board, ACT, Unfinished/exposed	Fair
Elevators	None	--
Plumbing	Copper supply and cast iron waste & venting Gas water heater Toilets, urinals, and sinks in all restrooms Showers	Fair
HVAC	Packaged unit, split-system	Fair

Systems Summary		
Fire Suppression	Fire extinguishers	Excellent
Electrical	Source & Distribution: Main panel with copper wiring Interior Lighting: T-8 Emergency: Diesel generator	Fair
Fire Alarm	None	--
Equipment/Special	Commercial kitchen equipment	Fair
Site Pavement	Concrete lot and concrete sidewalks	Good
Site Development	Building-mounted entrance signage, CMU dumpster enclosure	Good
Landscaping and Topography	Limited landscaping features Irrigation present Low site slopes throughout	Good
Utilities	Municipal water and sewer Local utility-provided electric and natural gas	Good
Site Lighting	Building-mounted: HPS, CFL	Fair
Ancillary Structures	None	--
Accessibility	Potential moderate/major issues have been identified at this property and a detailed accessibility study is recommended.	
Key Issues and Findings	Suspected foundational issues, building lacks fire alarm and suppression systems, deteriorating wood siding, cracked concrete flooring, birds nesting in between roof tiles	

Systems Expenditure Forecast

System Expenditure Forecast

System	Immediate	Short Term (1-3 yr)	Near Term (4-5 yr)	Med Term (6-10 yr)	Long Term (11-20 yr)	TOTAL
Facade	-	$25,200	-	$48,000	$7,100	$80,300
Roofing	-	-	-	$27,700	$103,800	$131,500
Interiors	$4,000	$15,400	$11,400	$40,100	$74,600	$145,500
Plumbing	-	-	$2,300	$101,600	$57,500	$161,400
Fire Suppression	-	-	$26,400	$2,700	$3,600	$32,700
HVAC	-	-	$18,000	$42,000	-	$60,000
Electrical	-	$1,400	$124,200	$15,300	$152,400	$293,300
Fire Alarm & Comm	-	-	$21,100	$10,400	-	$31,500
Equipment/Special	-	$900	$1,000	$35,700	$2,700	$40,300
Landscaping	-	-	-	-	$4,000	$4,000
Site Development	-	-	-	-	$11,400	$11,400
Accessibility	$10,000	-	-	-	-	$10,000
Follow-up Studies	$9,400	-	-	-	-	$9,400
TOTALS	**$23,400**	**$42,900**	**$204,400**	**$323,500**	**$417,100**	**$1,011,300**

3. Property Space Use and Observed Areas

Unit Allocation

All 3,500 square feet of the property are occupied by Fire Station 57. The spaces are a combination of living areas, dorms, an office, and an apparatus bay with supporting restrooms and mechanical and other utility spaces.

Areas Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries and the exterior of the property.

Key Spaces Not Observed

Areas of note that were either inaccessible or not observed for other reasons are listed here:

- Flat Roofs, Lack of ladder or other means of egress

4. ADA Accessibility

Generally, Title II of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "public facilities" on the basis of disability. Regardless of their age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

A public entity (i.e. city governments) shall operate each service, program, or activity so that the service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

However, this does not:

1. Necessarily require a public entity to make each of its existing facilities accessible to and usable by individuals with disabilities;
2. Require a public entity to take any action that would threaten or destroy the historic significance of an historic property; or
3. Require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with 35.150(a) of this part would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of a public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the public entity.

During the FCA, Bureau Veritas performed a limited high-level accessibility review of the facility non-specific to any local regulations or codes. The scope of the visual observation was limited to those areas and categories set forth in the tables throughout this report. It is understood by the Client that the limited observations described herein do not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of Bureau Veritas's undertaking. Only a representative sample of areas was observed and actual measurements were not taken to verify compliance.

The facility is believed to have been originally constructed circa 1989. The facility was not subsequently renovated. Complaints about accessibility issues have not been received by the property management. The property does not have associated prior litigation related to existing barriers or previously removed barriers.

An accessibility study has not been performed at the site. A comprehensive ADA Compliance Survey will reveal specific aspects of the property that are not in compliance. Since some areas or categories above were identified as having major or moderate associated issues, Bureau Veritas recommends such a study be performed to take measurements, provide additional itemized details, research local requirements, and, if necessary, estimate the scope and cost of any required improvements. The cost of this study is included in the cost tables. Due to the lack of measurements and itemized findings at this point in time, the costs for any possible subsequent repairs or improvements are not currently included.

Removal of barriers to accessibility should be addressed from a liability standpoint in order to comply with federal law, but the barriers may or may not be building code violations. The Americans with Disabilities Act Accessibility Guidelines are part of the ADA federal civil rights law pertaining to the disabled and are not a construction code. State and local jurisdictions have adopted the ADA Guidelines or have adopted other standards for accessibility as part of their construction codes.

Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	☐	☐	☒
Exterior Path of Travel	☐	☐	☒
Interior Path of Travel	☐	☒	☐
Public Use Restrooms	☐	☒	☐
Elevators	NA	NA	NA

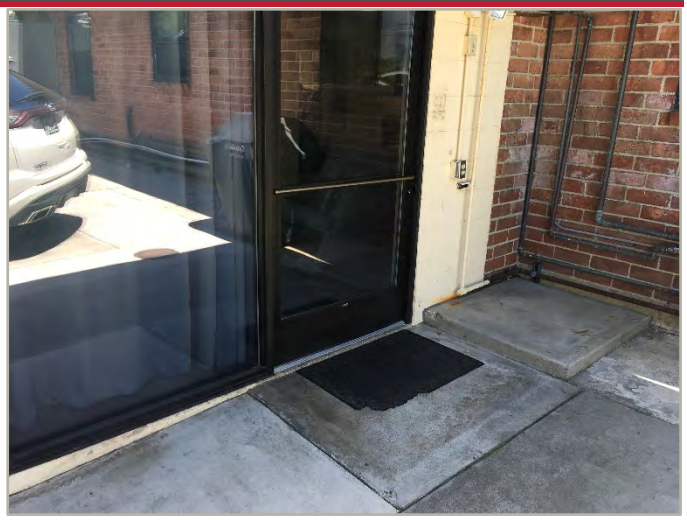
Accessibility Issues

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Kitchens/Kitchenettes	☐	☐	☒

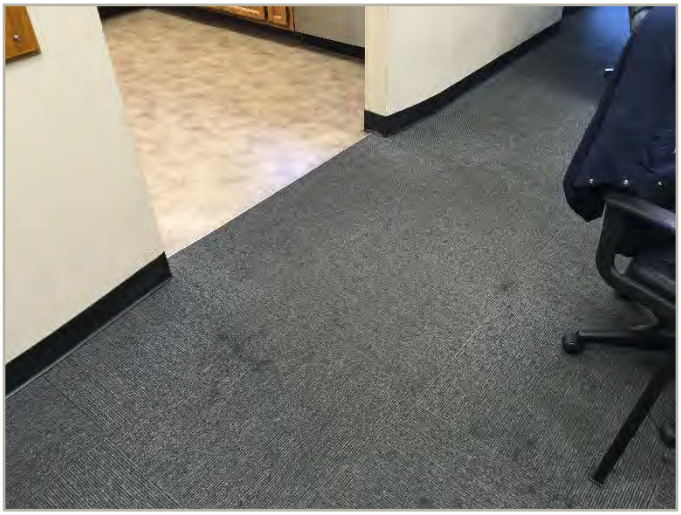
Campus Accessibility: Photographic Overview



Main building entrance



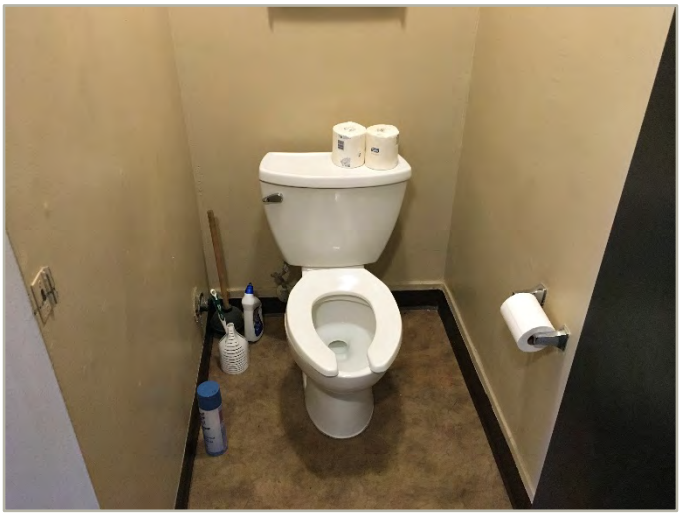
Alternative building entrance



Interior path of travel



Inaccessible restroom accommodations



Inaccessible restroom accommodations



Non-designated accessible parking

The table below is intended to be used as a general reference guide to help differentiate the orders of magnitude between some of the more commonly observed accessibility issues. The table is not intended to be all-inclusive, and boxes checked in the tables above do not necessarily mean those specific problems or shortcomings cited as examples below exist at the subject buildings and sites. Reference the photos above and/or *Key Findings* section for visuals and/or more specifics about the subject site conditions.

Reference Guide

	Major Issues *(ADA study recommended)*	Moderate Issues *(ADA study recommended)*	Minor/No Issues
Parking	- Needs full reconstruction - Excessive slopes over 3% require major re-grading - No level locations to add required spaces	- No or non-compliant curb cuts - Moderate difficulty to add required accessible spaces - Slopes close to compliant	- Painting of markings needed - Signage height non-compliant - Signage missing
Exterior Path of Travel	- Large areas of sidewalks with excessive slopes - No ramp when needed - Ramps with excessive slopes	- Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - All or most entrance door exterior maneuvering clearance areas with excessive slopes	- One entrance door exterior maneuvering clearance area with excessive slope - A few doorknobs instead of lever handles - Non-compliant signage
Interior Path of Travel	- All or most interior doors appear less than 32” wide - Corridors less than 36” wide - No ramp when needed - Ramps with excessive slopes - Non-compliant treads/risers at means of egress stairways	- Single height drinking fountains - Drinking fountain too high or protrudes into accessible route - Ramps need rails - Ramps need rail extensions - Need significant # of lever handles - Non-compliant rail extensions at egress stairways - All/most door thresholds high	- One door threshold too high - A few doorknobs instead of lever handles - Non-compliant door pressures - Non-compliant signage - Switches not within reach range
Public Use Restrooms	- No ADA RR on each accessible floor - Restroom(s) too small - Entire restroom(s) requires renovation - Water closet clearance requires moving walls	- Interior doors appear less than 32” wide - Missing or non-compliant grab bars - Easily fixable clearance issues	- Minor height adjustments required - Non-compliant door pressures - Missing a visual strobe (only required if audible fire alarm already present) - Missing lavatory pipe wraps - Signage not compliant
Elevators	- No elevator present when required - Elevator cab too small	- Panel control buttons not at compliant height - No hands-free emergency communication system - Elevator only has mechanical stops	- Audible/visual signals at every floor may be lacking - Minor signage / Braille issues
Kitchens/Kitchenettes	- Clear space for each appliance not present - Clearance between opposing counters too narrow	- Sink and counter too high - Sink knee and toe clearance not provided where required (built-in) - Less than 50% of cabinetry within reach range	- Dispensers not within reach range - Switches not within reach range - Missing sink pipe wraps if knee and toe clearance required

5. Purpose and Scope

Purpose

Bureau Veritas was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

The physical condition of building systems and related components are typically defined as being in one of five condition ratings. For the purposes of this report, the following definitions are used:

Condition Ratings	
Excellent	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed, or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a high-level categorical general statement regarding the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Obtain background and historical information about the facility from a building engineer, property manager, maintenance staff, or other knowledgeable source. The preferred methodology is to have the client representative or building occupant complete a Pre-Survey Questionnaire (PSQ) in advance of the site visit. Common alternatives include a verbal interview just prior to or during the walk-through portion of the assessment.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report, which highlights key findings and includes a Facility Condition Index as a basis for comparing the relative conditions of the buildings within the portfolio.

6. Opinions of Probable Costs

Cost estimates are attached throughout this report, with the Replacement Reserves in the appendix.

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means, CBRE Whitestone,* and *Marshall & Swift,* Bureau Veritas's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing or bundling of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, use of subcontractors, and whether competitive pricing is solicited, etc. Certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.

Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, Bureau Veritas opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its *effective age*, whether explicitly or implicitly stated. Projections of Remaining Useful Life (RUL) are based primarily on age and condition with the presumption of continued use and maintenance of the Property similar to the observed and reported past use and maintenance practices, in conjunction with the professional judgment of Bureau Veritas's assessors. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be or were not derived from an actual construction document take-off or facility walk-through, and/or where systemic costs are more applicable or provide more intrinsic value, budgetary square foot and gross square foot costs are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

Definitions

Immediate Needs

Immediate Needs are line items that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) failed or imminent failure of mission critical building systems or components, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

For database and reporting purposes the line items with RUL=0, and commonly associated with *Safety* or *Performance/Integrity* Plan Types, are considered Immediate Needs.

Replacement Reserves

Cost line items traditionally called Replacement Reserves (equivalently referred to as Lifecycle/Renewals) are for recurring probable renewals or expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves generally exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, Bureau Veritas's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

Bureau Veritas's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined as Immediate Needs.

For the purposes of 'bucketizing' the System Expenditure Forecasts in this report, the Replacement Reserves have been subdivided and grouped as follows: Short Term (years 1-3), Near Term (years 4-5), Medium Term (years 6-10), and Long Term (years 11-20).

Key Findings

In an effort to highlight the most significant cost items and not be overwhelmed by the Replacement Reserves report in its totality, a subsection of Key Findings is included within the Executive Summary section of this report. Key Findings typically include repairs or replacements of deficient items within the first five-year window, as well as the most significant high-dollar line items that fall anywhere within the ten-year term. Note that while there is some subjectivity associated with identifying the Key Findings, the Immediate Needs are always included as a subset.

Exceedingly Aged

A fairly common scenario encountered during the assessment process, and a frequent source of debate, occurs when classifying and describing "very old" systems or components that are still functioning adequately and do not appear nor were reported to be in any way deficient. To help provide some additional intelligence on these items, such components will be tagged in the database as Exceedingly Aged. This designation will be reserved for mechanical or electrical systems or components that have aged well beyond their industry standard lifecycles, typically at least 15 years beyond and/or twice their Estimated Useful Life (EUL). In tandem with this designation, these items will be assigned a Remaining Useful Life (RUL) not less than two years but not greater than 1/3 of their standard EUL. As such the recommended replacement time for these components will reside outside the typical Short Term window but will not be pushed 'irresponsibly' (too far) into the future.

7. Certification

The City of Montebello (the Client) retained Bureau Veritas to perform this Facility Condition Assessment in connection with its continued operation of Fire Station 57, 2950 Via Acosta, Montebello, California 90640, the "Property". It is our understanding that the primary interest of the Client is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

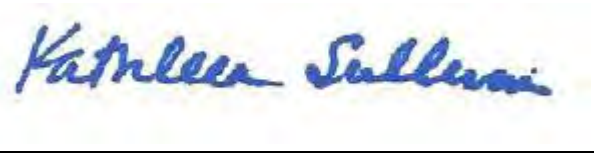
No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under the *Purpose and Scope* section of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas may have been observed (see Section 1 for specific details). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of the Client for the purpose stated within the *Purpose and Scope* section of this report. The report, or any excerpt thereof, shall not be used by any party other than the Client or for any other purpose than that specifically stated in our agreement or within the *Purpose and Scope* section of this report without the express written consent of Bureau Veritas.

Any reuse or distribution of this report without such consent shall be at the Client and the recipient's sole risk, without liability to Bureau Veritas.

Prepared by: Jonathan Levine,
Project Manager

Reviewed by:



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8. Appendices

Appendix A: Photographic Record
Appendix B: Site Plan
Appendix C: Pre-Survey Questionnaire
Appendix D: Component Condition Report
Appendix E: Replacement Reserves
Appendix F: Equipment Inventory List

Appendix A:
Photographic Record



1	FIRE STATION 57



2	FRONT ELEVATION



3	LEFT ELEVATION



4	REAR ELEVATION



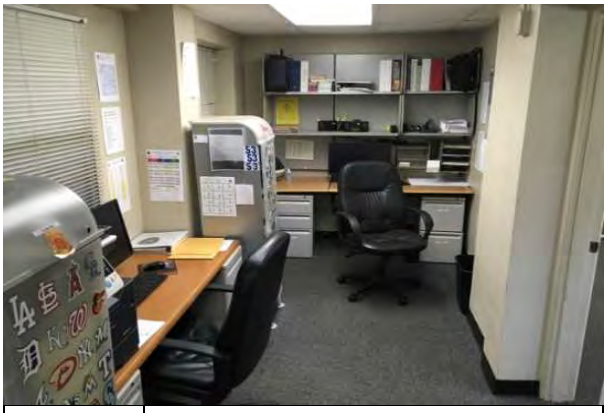
5	RIGHT ELEVATION



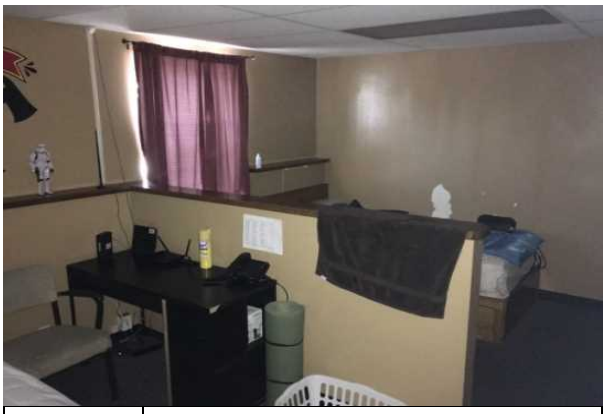
6	APPARATUS BAY



7	LOUNGE



8	OFFICE



9	SLEEPING QUARTERS



10	KITCHEN



11	RESTROOM



12	BUILDING STRUCTURE



13	BRICK, CMU, AND ALUMINUM WINDOW FAÇADE



14	DETERIORATING WOOD SIDING



15	EXTERIOR FULLY-GLAZED DOOR



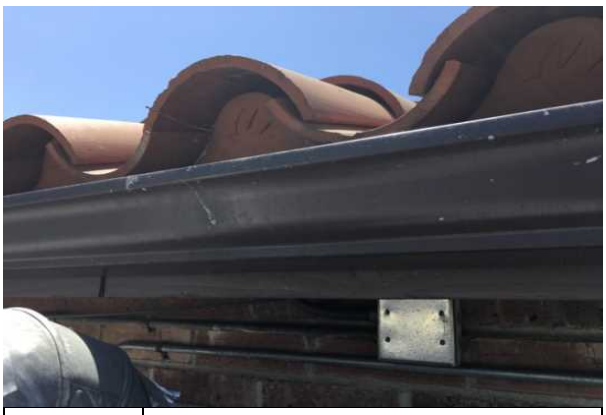
16	EXTERIOR STEEL DOOR



17	OVERHEAD BAY DOOR



18	CLAY TILE ROOF



19	BIRDS NESTING IN BETWEEN THE ROOF TILES



20	ROOF SKYLIGHT



21	CRACKED CONCRETE FLOORING



22	PLUMBING PIPING



23	WATER HEATER



24	SPLIT-SYSTEM CONDENSING UNIT



25	WALL MOUNTED VEHICLE EXHAUST FAN



26	EMERGENCY GENERATOR



27	AUTOMATIC TRANSFER SWITCH



28	INTERIOR LIGHTING



29	PA SYSTEM



30	FIRE EXTINGUISHER



31	PARKING LOT



32	EXTERIOR BUILDING MOUNTED LIGHT



33	LANDSCAPING



34	IRRIGATION SYSTEM

Appendix B:
Site Plan

Site Plan



Project Number	Project Name
142318.20R000-019.354	Fire Station 57
Source	**On-Site Date**
Google Earth	May 5, 2020

N

Appendix C:

Pre-Survey Questionnaire - Not Included

Appendix D:
Component Condition Report

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
Facade						
B2011	Building exterior	Good	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	600 SF	7	1829296
B2011	Building exterior	Poor	Exterior Wall, Wood Clapboard Siding, 1-2 Stories	600 SF	1	1829320
B2021	Building exterior	Fair	Window, 12 SF	16	10	1829284
B2031	Building exterior	Fair	Exterior Door, Aluminum-Framed Fully-Glazed	2	10	1829306
B2032	Building exterior	Fair	Exterior Door, Wood Solid-Core	1	12	1829318
B2032	Building exterior	Fair	Exterior Door, Steel	1	20	1829281
B2034	Building exterior	Fair	Overhead/Dock Door, 144 SF	1	7	1829301
B2034	Building exterior	Fair	Overhead/Dock Door, Automatic Opener Commercial [Inaccessible]	1	7	1829277
B203X	Roof	NA	Bird Control Devices, Spike Strips	250 SF	2	1829289
Roofing						
B3011	Roof	Fair	Roof, Clay/Concrete Tile	2,600 SF	19	1829298
B3011	Roof	Fair	Roof, Modified Bituminous	1,300 SF	10	1829371
B3021	Roof	Fair	Roof Skylight, per unit (9-20 SF)	2	7	1829268
Interiors						
C1021	Throughout building	Fair	Interior Door, Wood Solid-Core	10	9	1829315
C1031	Restrooms	Fair	Toilet Partitions, Metal	1	7	1829303
C3012	Throughout building	Fair	Interior Wall Finish, any surface, Prep & Paint	6,600 SF	6	1829291
C3012	Restrooms	Fair	Interior Wall Finish, Ceramic Tile	200 SF	20	1829265
C3021	Apparatus bay	Poor	Interior Floor Finish, Concrete, Repair	100 SF	0	1829271
C3021	Apparatus bay	Good	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	1,700 SF	7	1829295
C3024	Showers	Fair	Interior Floor Finish, Ceramic Tile	100 SF	20	1829286
C3024	Throughout building	Fair	Interior Floor Finish, Vinyl Sheeting	300 SF	5	1829307
C3025	Throughout building	Fair	Interior Floor Finish, Carpet Commercial Standard	1,400 SF	3	1829269
C3031	Throughout building	Good	Interior Ceiling Finish, any flat surface, Prep & Paint	2,000 SF	7	1829280
C3032	Throughout building	Fair	Interior Ceiling Finish, Suspended Acoustical Tile (ACT)	1,500 SF	5	1829276
Plumbing						
D2011	Restrooms	Fair	Toilet, GPF	2	15	1829282
D2012	Restrooms	Fair	Urinal, GPF	1	15	1829312
D2014	Kitchen	Fair	Sink/Lavatory, Vanity Top, Stainless Steel	1	10	1829294
D2014	Restrooms	Fair	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China	3	15	1829304
D2017	Restrooms	Fair	Shower Head w/ Valve, GPM	3	15	1829311
D2019	Apparatus bay	Fair	Emergency Eye Wash	1	5	1829300
D2023	Parking lot	Good	Water Heater, 100 GAL [No tag/plate found]	1	18	1829290
D2029	Throughout building	Fair	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures)	3,500 SF	9	1829317
D2091	Apparatus bay	Fair	Air Compressor, 2 HP [No tag/plate found]	1	10	1829319
D2091	Storage Room	Fair	Air Compressor, 5 HP [No tag/plate found]	1	10	1829313
Fire Suppression						

UF Code	Location	Condition	Asset/Component/Repair	Quantity	RUL	ID
D4019	Throughout building	NA	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	3,500 SF	4	1829374
D4031	Throughout building	Excellent	Fire Extinguisher, Wet Chemical/CO2	5	10	1829292
HVAC						
D3011	Parking lot	Fair	Fuel Storage Tank, 170 GAL [No tag/plate found]	1	5	1829278
D3032	Roof	Fair	Condensing Unit/Heat Pump, 3 TON [Inaccessible]	1	7	1829283
D3041	Throughout building	Fair	HVAC System Ductwork, Medium Density	3,500 SF	10	1829274
D3041	Utility closet	Fair	Fan Coil Unit, 3 TON [Inaccessible]	1	7	1829272
D3042	Apparatus bay	Fair	Exhaust Fan, 1001 - 2000 CFM [No tag/plate found]	1	7	1829314
D3052	Roof	Fair	Packaged Unit (RTU), 4 TON [Inaccessible]	1	5	1829299
Electrical						
D5012	Generator room	Fair	Transfer Switch, 200 AMP [No tag/plate found]	1	5	1829287
D5019	Throughout building	Fair	Electrical Wiring & Switches, Average or Low Density/Complexity	3,500 SF	9	1829266
D5019	Mechanical closet	Fair	Full Electrical System Upgrade, Medium Density/Complexity [No tag/plate found]	3,500 SF	20	1858277
D5022	Building exterior	Fair	Light Fixture, 100 WATT	5	3	1829267
D5029	Throughout building	Fair	Lighting System, Interior, Medium Density & Standard Fixtures	3,500 SF	5	1829279
D5092	Generator room	Fair	Generator, 35 kW [No tag/plate found]	1	5	1829275
Fire Alarm & Comm						
D5031	Throughout building	Fair	Public Address/Announcement (PA) System, Facility Wide	3,500 SF	10	1829297
D5037	Throughout building	NA	Fire Alarm System, Standard Addressable, Install	3,500 SF	4	1829310
Equipment/Special						
E1093	Kitchen	Fair	Commercial Kitchen, 4 LF [No tag/plate found]	1	8	1829302
E1093	Kitchen	Fair	Commercial Kitchen, Range/Oven, 4-Burner w/ Griddle [No tag/plate found]	1	8	1829293
E1094	Kitchen	Fair	Residential Appliances, Dishwasher [No tag/plate found]	1	5	1829270
E1094	Laundry room	Fair	Residential Appliances, Clothes Dryer [Inaccessible]	1	3	1829285
E1094	Laundry room	Fair	Residential Appliances, Clothes Washer [No tag/plate found]	1	7	1829309
E1094	Kitchen	Good	Residential Appliances, Refrigerator, 14-18 CF [No tag/plate found]	1	10	1829316
E2012	Kitchen	Fair	Kitchen Counter, Plastic Laminate, Postformed	20 LF	7	1829273
E2012	Kitchen	Fair	Kitchen Cabinetry, Stock Hardwood	30 LF	7	1829308
Site Development						
G2041	Parking lot	Good	Fences & Gates, Sliding Vehicle Gate, Electric [No tag/plate found]	1	18	1829305
Landscaping						
G2057	Site	Fair	Irrigation System, Pop-Up Spray Heads, Commercial	1,900 SF	15	1829288
Follow-up Studies						
P000X	Throughout	NA	Engineer, Structural, General, Evaluate/Report	1	0	1829372
Accessibility						
Z105X	Throughout	NA	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	1	0	1829373

Appendix E:
Replacement Reserves

Replacement Reserves Report

Fire Station 57

6/26/2020

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Fire Station 57	B2011	1829320	Exterior Wall, Wood Clapboard Siding, 1-2 Stories, Replace	30	29	1	600	SF	$40.19	$24,112		$24,112																				**$24,112**
Fire Station 57	B2011	1829296	Exterior Wall, any Painted Surface, 1-2 Stories, Prep & Paint	10	3	7	600	SF	$4.02	$2,411								$2,411										$2,411					**$4,822**
Fire Station 57	B2021	1829284	Window, 12 SF, Replace	30	20	10	16	EA	$1,272.58	$20,361											$20,361												**$20,361**
Fire Station 57	B2031	1829306	Exterior Door, Aluminum-Framed Fully-Glazed, Replace	30	20	10	2	EA	$1,741.43	$3,483											$3,483												**$3,483**
Fire Station 57	B2032	1829318	Exterior Door, Wood Solid-Core, Replace	25	13	12	1	EA	$860.83	$861													$861										**$861**
Fire Station 57	B2032	1829281	Exterior Door, Steel, Replace	40	20	20	1	EA	$737.86	$738																					$738		**$738**
Fire Station 57	B2034	1829301	Overhead/Dock Door, 144 SF, Replace	30	23	7	1	EA	$5,894.06	$5,894								$5,894															**$5,894**
Fire Station 57	B2034	1829277	Overhead/Dock Door, Automatic Opener Commercial, Replace	15	8	7	1	EA	$4,688.46	$4,688								$4,688															**$4,688**
Fire Station 57	B203X	1829289	Bird Control Devices, Spike Strips, Replace	15	13	2	250	SF	$1.37	$341			$341															$341					**$683**
Fire Station 57	B3011	1829371	Roof, Modified Bituminous, Replace	20	10	10	1300	SF	$13.40	$17,414											$17,414												**$17,414**
Fire Station 57	B3011	1829298	Roof, Clay/Concrete Tile, Replace	50	31	19	2600	SF	$22.77	$59,209																				$59,209			**$59,209**
Fire Station 57	B3021	1829268	Roof Skylight, per unit (9-20 SF), Replace	30	23	7	2	EA	$1,741.43	$3,483								$3,483															**$3,483**
Fire Station 57	C1021	1829315	Interior Door, Wood Solid-Core, Replace	40	31	9	10	EA	$937.69	$9,377										$9,377													**$9,377**
Fire Station 57	C1031	1829303	Toilet Partitions, Metal, Replace	20	13	7	1	EA	$1,045.30	$1,045								$1,045															**$1,045**
Fire Station 57	C3012	1829291	Interior Wall Finish, any surface, Prep & Paint	10	4	6	6600	SF	$2.01	$13,262							$13,262									$13,262							**$26,523**
Fire Station 57	C3012	1829265	Interior Wall Finish, Ceramic Tile, Replace	40	20	20	200	SF	$24.11	$4,822																					$4,822		**$4,822**
Fire Station 57	C3021	1829271	Interior Floor Finish, Concrete, Repair	0	0	0	100	SF	$40.19	$4,019	$4,019																						**$4,019**
Fire Station 57	C3021	1829295	Interior Floor Finish, any surface w/ Paint or Sealant, Prep & Paint	10	3	7	1700	SF	$2.01	$3,416								$3,416										$3,416					**$6,832**
Fire Station 57	C3024	1829307	Interior Floor Finish, Vinyl Sheeting, Replace	15	10	5	300	SF	$9.38	$2,813						$2,813															$2,813		**$5,626**
Fire Station 57	C3024	1829286	Interior Floor Finish, Ceramic Tile, Replace	40	20	20	100	SF	$24.11	$2,411																					$2,411		**$2,411**
Fire Station 57	C3025	1829269	Interior Floor Finish, Carpet Commercial Standard, Replace	10	7	3	1400	SF	$10.05	$14,065				$14,065										$14,065									**$28,131**
Fire Station 57	C3031	1829280	Interior Ceiling Finish, any flat surface, Prep & Paint	10	3	7	2000	SF	$2.68	$5,358								$5,358										$5,358					**$10,716**
Fire Station 57	C3032	1829276	Interior Ceiling Finish, Suspended Acoustical Tile (ACT), Replace	25	20	5	1500	SF	$4.69	$7,033						$7,033																	**$7,033**
Fire Station 57	D2011	1829282	Toilet, GPF, Replace	30	15	15	2	EA	$1,741.43	$3,483																$3,483							**$3,483**
Fire Station 57	D2012	1829312	Urinal, GPF, Replace	30	15	15	1	EA	$1,473.52	$1,474																$1,474							**$1,474**
Fire Station 57	D2014	1829294	Sink/Lavatory, Vanity Top, Stainless Steel, Replace	30	20	10	1	EA	$1,607.47	$1,607											$1,607												**$1,607**
Fire Station 57	D2014	1829304	Sink/Lavatory, Vanity Top, Solid Surface or Vitreous China, Replace	30	15	15	3	EA	$1,473.52	$4,421																$4,421							**$4,421**
Fire Station 57	D2017	1829311	Shower Head w/ Valve, GPM, Replace	30	15	15	3	EA	$1,071.65	$3,215																$3,215							**$3,215**
Fire Station 57	D2019	1829300	Emergency Eye Wash, , Replace	20	15	5	1	EA	$2,009.34	$2,009						$2,009																	**$2,009**
Fire Station 57	D2023	1829290	Water Heater, 100 GAL, Replace	20	2	18	1	EA	$22,236.70	$22,237																		$22,237					**$22,237**
Fire Station 57	D2029	1829317	Plumbing System, Supply & Sanitary, Medium Density (excl fixtures), Replace	40	31	9	3500	SF	$14.74	$51,573										$51,573													**$51,573**
Fire Station 57	D2091	1829319	Air Compressor, 2 HP, Replace	20	10	10	1	EA	$9,738.60	$9,739											$9,739												**$9,739**
Fire Station 57	D2091	1829313	Air Compressor, 5 HP, Replace	20	10	10	1	EA	$14,199.34	$14,199											$14,199												**$14,199**
Fire Station 57	D3011	1829278	Fuel Storage Tank, 170 GAL, Replace	25	20	5	1	EA	$3,482.86	$3,483						$3,483																	**$3,483**
Fire Station 57	D3032	1829283	Condensing Unit/Heat Pump, 3 TON, Replace	15	8	7	1	EA	$5,358.24	$5,358								$5,358															**$5,358**
Fire Station 57	D3041	1829272	Fan Coil Unit, 3 TON, Replace	15	8	7	1	EA	$5,090.33	$5,090								$5,090															**$5,090**
Fire Station 57	D3041	1829274	HVAC System Ductwork, Medium Density, Replace	30	20	10	3500	SF	$5.36	$18,754											$18,754												**$18,754**
Fire Station 57	D3042	1829314	Exhaust Fan, 1001 - 2000 CFM, Replace	20	13	7	1	EA	$3,214.94	$3,215								$3,215															**$3,215**
Fire Station 57	D3052	1829299	Packaged Unit (RTU), 4 TON, Replace	20	15	5	1	EA	$12,056.04	$12,056						$12,056																	**$12,056**
Fire Station 57	D4019	1829374	Sprinkler System, Full Retrofit, Medium Density/Complexity, Install	40	36	4	3500	SF	$6.70	$23,442					$23,442																		**$23,442**
Fire Station 57	D4031	1829292	Fire Extinguisher, Wet Chemical/CO2, Replace	10	0	10	5	EA	$401.87	$2,009											$2,009										$2,009		**$4,019**
Fire Station 57	D5012	1829287	Transfer Switch, 200 AMP, Replace	25	20	5	1	EA	$16,074.72	$16,075						$16,075																	**$16,075**
Fire Station 57	D5019	1829266	Electrical Wiring & Switches, Average or Low Density/Complexity, Replace	40	31	9	3500	SF	$3.35	$11,721										$11,721													**$11,721**
Fire Station 57	D5019	1858277	Full Electrical System Upgrade, Medium Density/Complexity, Replace	40	20	20	3500	SF	$24.11	$84,392																					$84,392		**$84,392**
Fire Station 57	D5022	1829267	Light Fixture, 100 WATT, Replace	20	17	3	5	EA	$233.65	$1,168				$1,168																			**$1,168**
Fire Station 57	D5029	1829279	Lighting System, Interior, Medium Density & Standard Fixtures, Replace	20	15	5	3500	SF	$10.72	$37,508						$37,508																	**$37,508**
Fire Station 57	D5031	1829297	Public Address/Announcement (PA) System, Facility Wide, Replace	20	10	10	3500	SF	$2.21	$7,736											$7,736												**$7,736**
Fire Station 57	D5037	1829310	Fire Alarm System, Standard Addressable, Install	20	16	4	3500	SF	$5.36	$18,754					$18,754																		**$18,754**
Fire Station 57	D5092	1829275	Generator, 35 kW, Replace	25	20	5	1	EA	$53,582.40	$53,582						$53,582																	**$53,582**
Fire Station 57	E1093	1829302	Commercial Kitchen, 4 LF, Replace	15	7	8	1	EA	$4,420.55	$4,421									$4,421														**$4,421**
Fire Station 57	E1093	1829293	Commercial Kitchen, Range/Oven, 4-Burner w/ Griddle, Replace	15	7	8	1	EA	$8,975.05	$8,975									$8,975														**$8,975**

Facility	Uniformat Code	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Unit	Unit Cost *	Subtotal	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	Deficiency Repair Estimate
Fire Station 57	E1094	1829285	Residential Appliances, Clothes Dryer, Replace	15	12	3	1	EA	$799.34	$799				$799															$799			**$1,599**
Fire Station 57	E1094	1829270	Residential Appliances, Dishwasher, Replace	10	5	5	1	EA	$860.83	$861						$861										$861						**$1,722**
Fire Station 57	E1094	1829309	Residential Appliances, Clothes Washer, Replace	15	8	7	1	EA	$1,045.30	$1,045								$1,045													**$1,045**
Fire Station 57	E1094	1829316	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	5	10	1	EA	$737.86	$738											$738										**$738**
Fire Station 57	E2012	1829273	Kitchen Counter, Plastic Laminate, Postformed, Replace	15	8	7	20	LF	$61.49	$1,230								$1,230													**$1,230**
Fire Station 57	E2012	1829308	Kitchen Cabinetry, Stock Hardwood, Replace	20	13	7	30	LF	$401.87	$12,056								$12,056													**$12,056**
Fire Station 57	G2041	1829305	Fences & Gates, Sliding Vehicle Gate, Electric, Replace	20	2	18	1	EA	$6,697.80	$6,698																			$6,698			**$6,698**
Fire Station 57	G2057	1829288	Irrigation System, Pop-Up Spray Heads, Commercial, Replace	20	5	15	1900	SF	$1.34	$2,545																$2,545						**$2,545**
Fire Station 57	P000X	1829372	Engineer, Structural, General, Evaluate/Report	0	0	0	1	EA	$9,376.92	$9,377	$9,377																					**$9,377**
Fire Station 57	Z105X	1829373	ADA, Miscellaneous, Level III Study, Includes Measurements, Evaluate/Report	0	0	0	1	EA	$10,046.70	$10,047	$10,047																					**$10,047**
Totals, Unescalated											**$23,442**	**$24,112**	**$341**	**$16,033**	**$42,196**	**$135,420**	**$13,262**	**$54,291**	**$13,396**	**$72,671**	**$96,041**	**$0**	**$861**	**$14,065**	**$0**	**$15,998**	**$13,262**	**$11,527**	**$29,734**	**$59,209**	**$97,186**	**$733,045**
Totals, Escalated (3.0% inflation, compounded annually)											**$23,442**	**$24,835**	**$362**	**$17,520**	**$47,492**	**$156,988**	**$15,835**	**$66,771**	**$16,969**	**$94,819**	**$129,071**	**$0**	**$1,227**	**$20,655**	**$0**	**$24,924**	**$21,281**	**$19,052**	**$50,620**	**$103,823**	**$175,529**	**$1,011,216**

Appendix F:
Equipment Inventory List

D20 PLUMBING

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829290	D2023	**Water Heater**	100 GAL	Parking lot	American Standard	ULN100-199 AS	D18-1854	2018		
2	1829319	D2091	**Air Compressor**	2 HP	Apparatus bay	Inaccessible	Inaccessible	Inaccessible			
3	1829313	D2091	**Air Compressor**	5 HP	Storage Room	Ingersoll Rand	T30	No tag/plate found			

D30 HVAC

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829278	D3011	**Fuel Storage Tank**	170 GAL	Parking lot	Air Boy Sales & Mfg. Co.	No tag/plate found	No tag/plate found	1989		
2	1829283	D3032	**Condensing Unit/Heat Pump**	3 TON	Roof	Inaccessible	Inaccessible	Inaccessible			
3	1829272	D3041	**Fan Coil Unit**	3 TON	Utility closet	Inaccessible	Inaccessible	Inaccessible			
4	1829314	D3042	**Exhaust Fan**	1001 - 2000 CFM	Apparatus bay	Plymovent	OS3	No tag/plate found			
5	1829299	D3052	**Packaged Unit (RTU)**	4 TON	Roof	Inaccessible	Inaccessible	Inaccessible			

D40 FIRE PROTECTION

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829292	D4031	**Fire Extinguisher**		Throughout building				2020		5

D50 ELECTRICAL

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829287	D5012	**Transfer Switch**	200 AMP	Generator room	Westinghouse	No tag/plate found	No tag/plate found			
2	1829267	D5022	**Light Fixture**	100 WATT	Building exterior						5
3	1829275	D5092	**Generator**	35 kW	Generator room	Detroit Diesel	FO-459103	194072	1989		

E10 EQUIPMENT

Index	ID	UFCode	Component	Capacity	Location Detail	Manufacturer	Model	Serial	Dataplate Yr	Barcode	Qty
1	1829302	E1093	**Commercial 4 LF**	4 LF	Kitchen	No tag/plate found	No tag/plate found	No tag/plate found			
2	1829293	E1093	**Commercial Range/Oven, 4-Burner w/ Griddle**		Kitchen	US Range	No tag/plate found	No tag/plate found			
3	1829285	E1094	**Residential Clothes Dryer**		Laundry room	Whirlpool	Inaccessible	Inaccessible			
4	1829309	E1094	**Residential Clothes Washer**		Laundry room	Samsung	WF42H5000AW/A2	000D5NAJ906044K			
5	1829270	E1094	**Residential Dishwasher**		Kitchen	Frigidaire	FFBD2412SS0A	TH70209542			
6	1829316	E1094	**Residential Refrigerator, 14-18 CF**		Kitchen	LG	LTCS24223S	GM-U652SSDM.ASTCNA3			

ATTACHMENT B

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

EWA# 3491404

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description
Notice of Public Hearing - Parks Master Plan

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

07/15/2021

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

Publication	$250.00
Total	$250.00

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California and via telephonically and/or electronically, on **Wednesday, July 28, 2021, at 6:30 p.m** ., or as soon as possible thereafter as the matter can be heard, to consider the following: Receive public input regarding the adoption of the Parks Master Plan: The purpose of the Parks Master Plan (Master Plan) is to serve as a planning and asset management tool for the City's parks and open spaces. The goal is to improve the quality of life for current and future residents by compiling strategies to sustain and enhance the current park system. The Master Plan will aid in providing an understanding of the recreational and open space assets the City owns and operates, as well as the financial investment required to maintain, repair, and/or improve these assets. All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office on or before **Wednesday, July 28, 2021 between 9:00 a.m.– 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from **9:00 a.m.– 3:30 p.m. on Wednesday, July 28, 2021**. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/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 resolution and other material are available by contacting the City Clerk's Office at 323-887-1359. Alicia Fernandez, Deputy City Clerk
Dated: 07/12/21
7/15/21
EWA-3491404#
MONTEBELLO NEWS

A0000005772234

ITEM #____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Public Hearing to consider adoption of Resolution No. 21-56 confirming the FY 2021–2022 Engineer's Report for the Annual Natasha Lane Landscape Assessment District No. 2005-1 and Levying such Assessments**

DATE: July 28, 2021

RECOMMENDATIONS (S):

It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 21-56 (Attachment A) confirming the FY 2021-2022 Engineer's Report (Attachment B) for the Annual Natasha Lane Landscape Assessment District No. 2005-1; and

2) Authorize the Levying of the FY 2021-2022 Assessments; and

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

FISCAL IMPACTS

The cost for the maintenance and operation of the Natasha Lane landscaping, including administration, is estimated to be $14,500 for FY 2021-22. Since the District Reserve Fund Balance has grown to $59,610, the recommended annual assessment for FY 2021- 22 is $1,200 and covers only the processing costs with the Los Angeles County Assessor's Office. All other costs associated with the maintenance and operation of the landscaping for FY 2021-22 will be paid from the District Reserve Balance.

The total cost of $1,200 is prorated to the properties within the district based on the lineal footage of the property frontage on Natasha Lane. The amount assessed to each property is listed in the Engineer's Report and ranges from $55.35 to $75.27 for the year, with an average annual assessment of $60.00 per parcel.

BACKGROUND

The properties on Natasha Lane benefiting from the landscaping are required to be assessed to fund the maintenance and operation in Fiscal Year 2021-22. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On June 23, 2021, the City Council approved Resolution No. 21-49 initiating proceedings for the FY 2021-2022 levy of annual special assessment.

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of the property facing Whittier Boulevard and at the end of the cul-de-sac. The City is responsible for the maintenance of landscaping in these areas.

The recommended Resolution establishes approval and confirmation of the Engineer's Report for Natasha Lane Landscape Assessment District No. 2005-1 (Attachment B) and authorizes the levying of such assessments. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

SUMMARY

The City Council will consider the adoption of a Resolution confirming the Engineer's Report for the FY 2021-22 Annual Natasha Lane Landscape Assessment District No. 2005-1 and authorize the levying of such assessments. Notices advising residents in the affected area of the consideration of the Final Engineer's Report and the Public Hearing on July 28, 2021 were mailed on July 12, 2021. The Proof of Publication is also included in Attachment C.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-56
B. Attachment B – Engineer's Report
C. Attachment C – Proof of Publication

ATTACHMENT A

RESOLUTION NO. 21-56

RESOLUTION OF THE CITY OF MONTEBELLO CONFIRMING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2021-2022 LEVY OF ANNUAL ASSESSMENTS FOR LANDSCAPE MAINTENANCE FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2021-2022

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 21-51, adopted and approved the Engineer's Annual Levy Report ("Report") for the District known and designated as the Natasha Lane Landscape Assessment District No. 2005-01 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of street lights, traffic signals, street trees, parkways, median islands, landscaping, parks, and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of street trees and landscaping, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, on June 23, 2021, the City Council approved Resolution No. 21-51 adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2021-2022, and scheduling a public hearing thereon has been held; and

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of properties in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2021-2022.

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

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report (the "Report") contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may therefore be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within Natasha Lane Landscape Assessment District are based on special benefit conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance, irrigation and servicing of street trees and parkways, landscaping, and appurtenant improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel and will remain the same amount as assessed in FY 2021-2022.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in Natasha Lane Landscape District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of landscaping, including, but not limited to, street trees;

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

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is Natasha Lane Landscape District in the City of Montebello. The boundaries of the territory to be included in the District are described and shown in the Report. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk, and which has been presented to the City Council at the meeting at which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements specified in Section 3, the boundaries of

Natasha Lane Landscape District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Landscape District as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello

APPROVED AND ADOPTED this 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-56 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 28th day of July 2021 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

ATTACHMENT B

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

For
FY 2021-22

Kimberly Ann Cobos-Cawthorne, Mayor

David Torres, Mayor Pro Tem

Angie Jimenez, Councilmember

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Engineer's Report
June 23, 2021

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of public Works / City Engineer

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1
(FISCAL YEAR 2021-22)

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provisions of the Landscape and Lighting Act of 1972 (commencing with Section 22500) of Division 15 the Street and Highway Code for the maintenance of Public Landscaping that benefits only the properties on Natasha Lane. The report covers the period from July 1, 2021 through June 30, 2022.

SECTION II: PLANS

The Plans showing extent and location of landscape are illustrated herein by Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

Landscaping maintenance shall consist of installing, cutting, pruning, trimming, fertilizing, irrigating and treating plants, shrubs, trees, ground cover and soil to provide a pleasing and attractive landscape within the public right-of-way and publicly-owned grounds. Dead plants, shrubs, trees and ground cover shall be replaced with new items as soon as practical. The irrigation system shall be operated and maintained to provide adequate watering for all plants, shrubs, trees and ground cover. Irrigation systems shall be installed as deemed appropriate by the City Engineer.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2021-22 BEGINNING FUND BALANCE (ESTIMATED)	**$59,610**
FY 2021-22 PROJECTED REVENUE	**$1,200**
TOTAL REVENUE AVAILABLE FOR FY 2021-22	**$60,810**
FY 2021-22 PROJECTED EXPENDITURES	
Maintenance, Operation, Irrigation Expenses and Contractual Services	**$9,700**
Administrative Costs (Staff, Consultant and LA County Fees)	**$4,800**
TOTAL PROPOSED EXPENDITURES	**$14,500**
PROJECTED BALANCE (JUNE 30, 2022)	
FY 2021-22 Revenue Available	**$60,810**
FY 2021-22 Anticipated Expenditures	**($14,500)**
FY 2021-22 ENDING BALANCE (RESERVE FUND BALANCE)	**$46,310**

SECTION V: DIAGRAM

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

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation The City Engineer is hereby appointed as the Apportionment Engineer.

The district reserve balance has increased over recent years. Therefore, the recommended total assessment for FY 2021-22 is $1,200 and covers only the processing costs with the Los Angeles County Assessor's Office. All other costs associated with the maintenance and operation of the landscaping for FY 2021-22 will be paid from the district reserve balance.

All properties are assessed based on the Engineer's Estimate, as described above. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	$65.41
2	6348	6	18	41 LF	$59.35
3	6348	6	19	41 LF	$59.35
4	6348	6	20	41 LF	$59.35
5	6348	6	21	41 LF	$59.35
6	6348	6	22	41 LF	$59.35
7	6348	6	23	41 LF	$59.35
8	6348	6	24	41.70 LF	$60.36
9	6348	6	25	52 LF	$75.27
10	6348	6	26	45.27 LF	$65.53
11	6348	6	29	40.60 LF	$58.77
12	6348	6	30	40 LF	$57.90
13	6348	6	31	40 LF	$57.90
14	6348	6	32	40 LF	$57.90
15	6348	6	33	40 LF	$57.90
16	6348	6	34	40 LF	$57.90
17	6348	6	35	40 LF	$57.90
18	6348	6	36	40 LF	$57.90
19	6348	6	37	40 LF	$57.90
20	6348	6	38	38.24 LF	$55.35
TOTAL:				829.00 LF	$1,200

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

NAME AND ADDRESS OF PROPERTY OWNERS

Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Sangtani,Neetu 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Mac, Roger 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 1840 W Whittier Blvd #196 La Habra,CA 90631
6348-006-024	133 Natasha Lane Montebello, CA 90640	Marroquin, Ericka Y. 133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

NATASHA LANE LANDSCAPE
ASSESSMENT DISTRICT NO. 2005-1

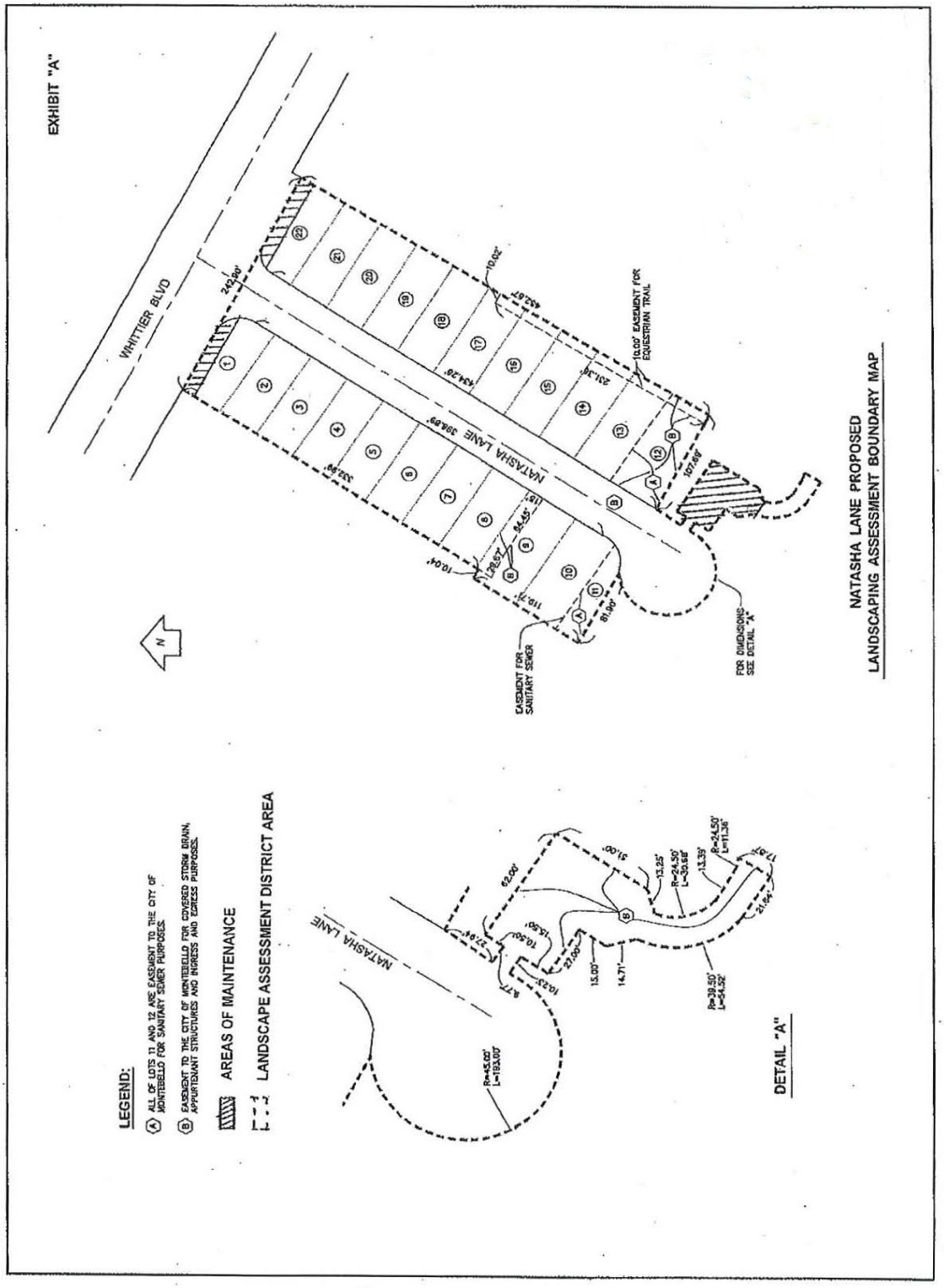
NAME AND ADDRESS OF PROPERTY OWNERS

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

NATASHA LANE LANDSCAPING
ASSESSMENT DISTRICT NO. 2005-1

EXHIBIT "A"

BOUNDARY MAP



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CITY OF MONTEBELLO/CITY CLERK
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3488526

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description
Landscaping Assessment District 2005-1 for Fiscal Year 2021-22

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

07/08/2021 , 07/15/2021

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

Publication	$660.00
Total	$660.00

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California and via telephonically and/or electronically, on **Wednesday, July 28, 2021, at 6:30 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

Levying the proposed assessments for the City's Natasha Lane Landscaping Assessment District 2005-1 for Fiscal Year 2021-22:

Natasha Lane is a twenty-unit housing development, extending to the south from Whittier Boulevard and to the east of Bluff Road. As part of the development, new landscaping was installed within a storm drain easement at the southerly terminus, along frontage of the property facing Whittier Boulevard and at the end of the cul-de-sac. The City is responsible for the maintenance of landscaping in these areas. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On June 23, 2021, the City Council approved Resolution No. 21-51 initiating proceedings for the FY 2021-2022 levy of annual special assessment and residents were notified on July 12, 2021.

All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office **on or before Wednesday, July 28, 2021 between 9:00 a.m. – 3:30 p.m. at (323) 887-1359**. Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from **9:00 a.m. – 3:30 p.m. on Wednesday, July 28, 2021**. These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

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

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460:

/S/ Alicia Fernandez, Deputy City Clerk

Dated: June 29, 2021
Date posted: July 1, 2021
7/8, 7/15/21
EWA-3488526#
MONTEBELLO NEWS



ITEM # 13

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Public Hearing to consider adoption of Resolution No. 21-57 confirming the FY 2021–2022 Engineer's Report for the Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and Levying such Assessments**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Conduct a Public Hearing and consider adopting Resolution No. 21-57 (Attachment A) confirming the FY 2021-2022 Engineer's Report (Attachment B) for the Annual Natasha Lane Sewer and Storm Water Pump Assessment District No. 2005-2; and

2) Authorize the Levying of the FY 2021-2022 Assessments; and

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

FISCAL IMPACTS

The cost for the maintenance and operation of the Natasha Lane sewer and storm drain systems, including administration, is estimated at $15,825 for FY 2021-2022. This total is prorated to the properties within the District based on the lineal footage of the property frontage on Natasha Lane. The amount assessed to each property is listed in the Engineer's Report and ranges from $729.97 to $992.64 for the year, with an average annual assessment of $791.25 per parcel.

BACKGROUND

The properties on Natasha Lane benefiting from the sewer and storm drain systems, including pump stations, are required to be assessed to fund the maintenance and operation in Fiscal Year 2021-2022. The special assessment district was initially

established in 2005 when the development was constructed. This special assessment is added to the Los Angeles County Tax Roll annually. On June 23, 2021, the City Council approved Resolution No. 21-51 initiating proceedings for the FY 2021-2022 levy of the annual special assessment.

Natasha Lane is a twenty-unit single family housing development, located south of Whittier Boulevard and east of Bluff Road. As part of the development, sewer and storm systems, including pump stations for both, were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations.

The recommended Resolution establishes approval and confirmation of the Engineer's Report for Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 (Attachment B) and authorizes the levying of such assessments. These actions are required for Staff to complete the direct assessment process with Los Angeles County and place the appropriate parcel assessments on the annual tax roll.

SUMMARY

The City Council will consider the adoption of a Resolution confirming the Engineer's Report for the FY 2021-22 Annual Natasha Lane Sewer and Storm Water Pump Station Assessment District No. 2005-2 and authorize the levying of such assessments. Notices advising residents in the affected area of the consideration of the Final Engineer's Report and the Public Hearing on July 28, 2021 were mailed on July 12, 2021. Proof of Publication is also included in Attachment C.

ATTACHMENT (S):

A. Attachment A – Resolution No. 21-57
B. Attachment B – Engineer's Report
C. Attachment C – Proof of Publication

ATTACHMENT A

RESOLUTION NO. 21-57

RESOLUTION OF THE CITY OF MONTEBELLO CONFIRMING THE ENGINEER'S ESTIMATE FOR THE FISCAL YEAR 2021-2022 LEVY OF ANNUAL ASSESSMENTS FOR SEWER AND STORM PUMPSTATION MAINTENANCE AND OPERATIONS FOR THE PROPERTIES LOCATED ALONG NATASHA LANE AND LEVYING ASSESSMENTS ON ASSESSABLE LOTS AND PARCELS OF LAND IN SAID DISTRICT FOR FISCAL YEAR 2021-2022

RECITALS

WHEREAS, the City Council ("City Council") of the City of Montebello ("City") has by Resolution No. 19-49 adopted and approved the Engineer's Report ("Report") for the District known and designated as the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District No. 2005-2 of the City of Montebello ("District"), pursuant to the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways Code ("Act"), for the installation, operation, maintenance and servicing of sewer and storm drain pump stations and any appurtenant improvements as set forth in Section 22525 of the California Streets and Highways Code ("Improvements"); and

WHEREAS, as ordered by the City Council, the City Engineer has filed with the City Clerk a report regarding the assessments to be levied and collected from the owners of assessable property within the District to pay the costs of the installation, operation, maintenance and servicing of the sewer pump station and the storm drain pump station, and any appurtenant improvements, and that report has been presented to and considered by the City Council; and

WHEREAS, on June 23, 2021, the City Council approved Resolution No. 21-49 adopting and approving the Report, declaring its intention to levy and collect the assessment for the District for Fiscal Year 2021-2022, and scheduling a public hearing thereon has been held; and

WHEREAS, the City Council may proceed, pursuant to Section 22631 of the Streets and Highways Code, to adopt a resolution confirming the levy of the assessments on the assessable parcels of properties in the District, and the adoption of such a resolution shall constitute the levy of assessments on all assessable lots and parcels of property within the District for Fiscal Year 2021-2022.

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

SECTION 1. Findings. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct;

(b) The Engineer's Report contains all matters required by Sections 22565 through 22574 of the Streets and Highways Code and may therefore be approved by the City Council;

(c) The assessments which are proposed to be levied on all parcels of assessable land within the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District are based on special benefits conferred upon each such parcel from the payment of the cost of the installation, operation, maintenance and servicing of the sewer and storm water pump station, and associated improvements;

(d) The proportionate special benefit derived by each such parcel has been determined in relationship to the entirety of the capital cost of the installation, operation, maintenance, irrigation and servicing of street trees and landscaping, and appurtenant improvements; and

(e) The amount of the assessment which is proposed to be assessed on each such parcel is based upon and will not exceed the reasonable cost of the proportional special benefit conferred on that parcel and will remain the same amount as assessed in FY 2021-2022.

SECTION 2. Intention. The City Council declares that it intends to levy assessments on all lots and parcels of assessable land proposed to be included in the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello, as set forth in the Report. Those assessments will be collected at the same time and in the same manner as the County taxes are collected, and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments.

SECTION 3. Improvements. The Improvements shall include the maintenance of the following:

(a) The maintenance of sewer and storm water pump stations and appurtenant improvements;

(b) The installation of construction of any facilities which are appurtenant to any improvements listed in subsection (a) which are necessary or convenient for the maintenance or servicing thereof including, but not limited to, pump equipment, piping, hoists and electrical facilities.

SECTION 4. Formation of Assessment District. The distinctive designation of the proposed district is the Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District of the City of Montebello. The boundaries of the territory included in the District are described and shown in the Report and the attached Exhibit. The general location of the territory to be included in the District is Natasha Lane in the City of Montebello.

SECTION 5. Report and Assessments. The Report, which is on file with the City Clerk, and which has been presented to the City Council at the meeting at

which this resolution is adopted, is approved. Reference is made to the Report for a full and detailed description of the Improvements, the boundaries of Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District and the proposed assessments upon assessable lots and parcels of land therein.

SECTION 6. Duration of Assessments and Inflation Increases and Election Thereon. The assessments shall be levied on all parcels of assessable property within Natasha Lane Sewer Pump Station and Storm Water Pump Station Assessment District, as identified in the Report, so long as the assessments are necessary to finance the Improvements specified in Section 3 and the maintenance and servicing thereof and replacement costs at some future date. The annual amount of the assessment to be levied on each parcel of assessable property in the District in each fiscal year may be increased by the percentage increase in the Consumer Price Index – All Urban Consumers for the Los Angeles – Anaheim – Riverside Area; provided, however, that the amount of the assessment to be levied on any assessable parcel in any fiscal year shall not be increased by more than seven and one-half percent (7.5%), and the amount of the assessment to be levied on any parcel in any fiscal year shall not in any event exceed the actual total cost of the proportional special benefit conferred on that parcel.

SECTION 7. For any and all information relating to the Procedures, protest procedures, documentation and/or information of procedure or technical nature, your attention is directed to the office listed below as designated:

James Enriquez, P.E.
Director of Public Works/City Engineer
City of Montebello

APPROVED AND ADOPTED this 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-57 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 28th day of July 2021 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

ATTACHMENT B

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

For
FY 2021-22

Kimberly Ann Cobos-Cawthorne, Mayor

David Torres, Mayor Pro Tem

Angie Jimenez, Councilmember

Scarlet Peralta, Councilmember

Salvador Melendez, Councilmember

Engineer's Report
June 23, 2021

Prepared by the City of Montebello – Engineering Division

James Enriquez, P.E.
Director of public Works / City Engineer

CITY OF MONTEBELLO
ENGINEER'S REPORT
FOR
NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2
(FISCAL YEAR 2021-22)

SECTION I: AUTHORITY FOR REPORT

This report is prepared pursuant to the provision of the Benefits Assessment Act of 1982. Chapter 6.4 (commencing with Section 54703) of Part 1 of Division of Title 5 of the Government Code. The report for the maintenance and operation of the sewer pump station and storm water pump station benefits only the properties on Natasha Lane and covers the period July 1, 2021 thru June 30, 2022.

SECTION II: PLANS

The Plans showing the boundary of the District and locations of the sewer and storm water pump stations are illustrated herein as Exhibit A.

All of above mentioned items are on file in the Office of the City Clerk.

SECTION III: SPECIFICATIONS FOR MAINTENANCE

The sewer and storm drain systems, including pump stations, shall be maintained in such a manner as to keep the systems in good working condition at all times. This includes flushing of pipes and debris removal from the pump wells on an as-needed basis. The equipment in the pump stations is checked regularly and repaired and or replaced as needed. The installation or construction of any facilities parts, or systems associated to any improvements which are necessary or convenient for maintenance shall be initiated as required in a timely manner.

SECTION IV: PROJECT REVENUE & EXPENDITURES

FY 2021-22 BEGINNING FUND BALANCE (ESTIMATED)	**($26,442)**
FY 2021-22 PROJECTED REVENUE	**$15,825**
TOTAL REVENUE AVAILABLE FOR FY 2021-22	**($10,617)**
FY 2021-22 PROJECTED EXPENDITURES	
Maintenance and Operation Expenses Contractual Services (Flo-Services, Inc.)	**$15,825**
Administrative Costs (Staff, Consultant and LA County Fees)	**$4,800**
TOTAL EXPENDITURES	**$15,825**
PROJECTED BALANCE (JUNE 30, 2022)	
FY 2021-22 Revenue Available	**($10,617)**
FY 2021-22 Anticipated Expenditures	**($15,825)**
FY 2021-22 ENDING BALANCE (RESERVE FUND BALANCE)	**($26,442)**

SECTION V: DIAGRAM

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

SECTION VI: ASSESSMENT

The improvements are to be funded by the levying of assessments on the benefiting properties. The "Municipal Improvement Act of 1913" and Article XIIID of the State Constitution require that assessments must be based on the estimated special benefit for the properties from the improvements. In addition, Article XIIID, Section 4, of the State Constitution requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred in the parcel. It also requires that publicly owned property, (which benefit from the improvements) are to be assessed. Neither the Act nor the State Constitution specifies the method or formula that should be used to apportion the costs to properties in any special assessment district proceedings. The responsibility for recommending the assessments per panel is an Apportionment Engineer, who is appointed for the purpose of making an analysis of the facts and determining the correct apportionment of the assessment obligation. The City Engineer is hereby appointed as the Assessment Engineer.

All properties are assessed based on the Engineer's Estimate. This estimate includes associated costs for each property based on property frontage along the street (Natasha Lane).

In order to apportion the assessment to each parcel in direct proportion with the special and direct benefit which it will receive from the improvements, an analysis has been completed and the respective street frontage of each benefiting parcel is used as the basis for apportioning costs to each property within the Assessment District as follows:

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

ASSESSMENT ROLL

ASSESSMENT NO.	BOOK	PAGE	PARCEL NO.	FRONT FOOTAGE	TOTAL COST
1	6348	6	17	45.19 LF	$862.64
2	6348	6	18	41 LF	$782.66
3	6348	6	19	41 LF	$782.66
4	6348	6	20	41 LF	$782.66
5	6348	6	21	41 LF	$782.66
6	6348	6	22	41 LF	$782.66
7	6348	6	23	41 LF	$782.66
8	6348	6	24	41.70 LF	$796.02
9	6348	6	25	52 LF	$992.64
10	6348	6	26	45.27 LF	$864.17
11	6348	6	29	40.60 LF	$775.02
12	6348	6	30	40 LF	$763.57
13	6348	6	31	40 LF	$763.57
14	6348	6	32	40 LF	$763.57
15	6348	6	33	40 LF	$763.57
16	6348	6	34	40 LF	$763.57
17	6348	6	35	40 LF	$763.57
18	6348	6	36	40 LF	$763.57
19	6348	6	37	40 LF	$763.57
20	6348	6	38	38.24 LF	$729.97
TOTAL:				829 LF	$15,825

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

NAME AND ADDRESS OF PROPERTY OWNERS

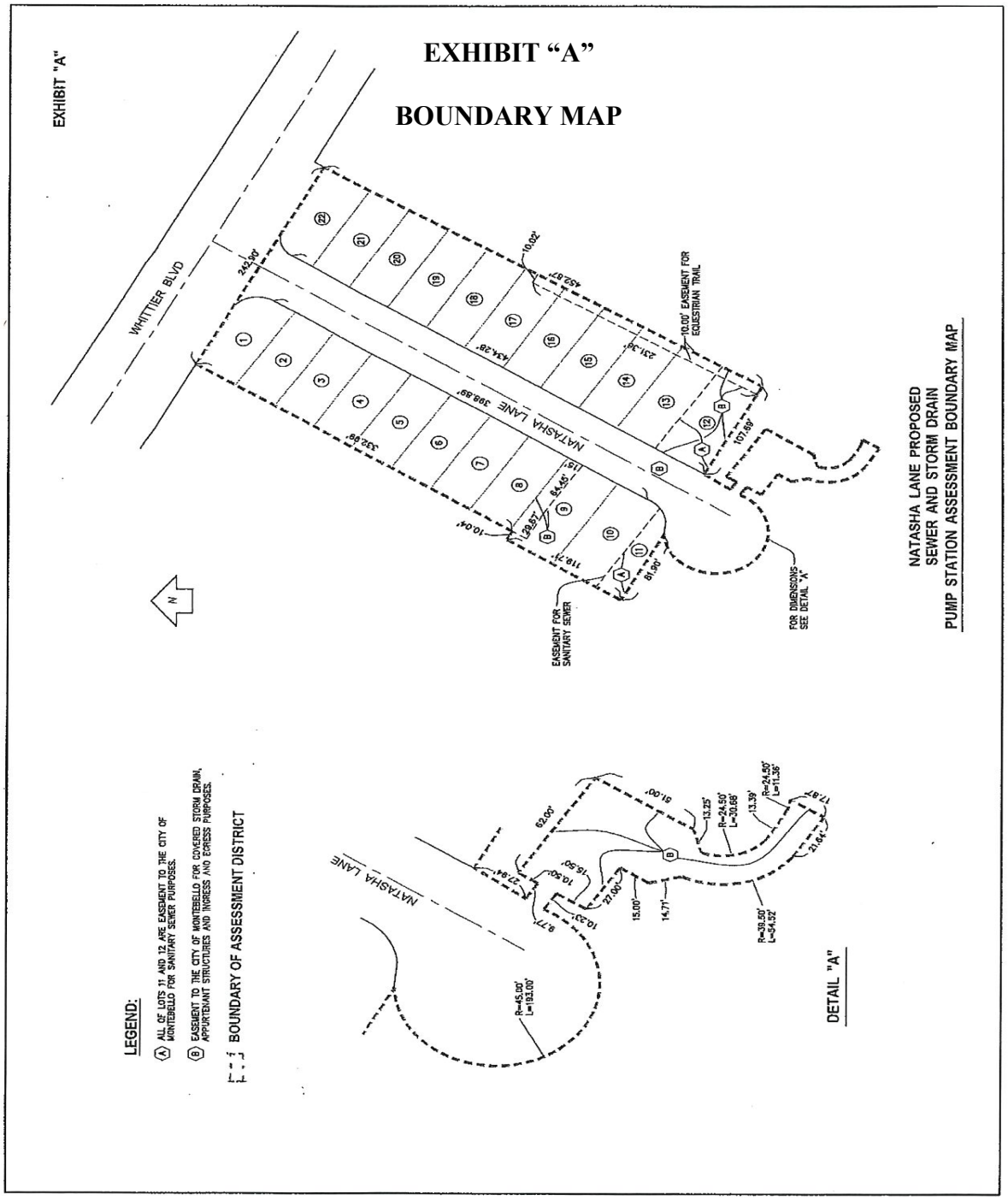
Assessor's Parcel No.	Property Address	Property Owner and Address
6348-006-017	101 Natasha Lane Montebello, CA 90640	Angulo, Carlos & Delia 101 Natasha Lane Montebello, CA 90640
6348-006-018	105 Natasha Lane Montebello, CA 90640	Tang, Aaron Q 105 Natasha Lane Montebello, CA 90640
6348-006-019	109 Natasha Lane Montebello, CA 90640	Pozo, Julia 109 Natasha Lane Montebello, CA 90640
6348-006-020	117 Natasha Lane Montebello, CA 90640	Sangtani,Neetu 117 Natasha Lane Montebello, CA 90640
6348-006-021	121 Natasha Lane Montebello, CA 90640	Alvarez, Elsa 121 Natasha Lane Montebello, CA 90640
6348-006-022	125 Natasha Lane Montebello, CA 90640	Mac, Roger 125 Natasha Lane Montebello, CA 90640
6348-006-023	129 Natasha Lane Montebello, CA 90640	Perumean, Mark A. 1840 W Whittier Blvd #196 La Habra,CA 90631
6348-006-024	133 Natasha Lane Montebello, CA 90640	Marroquin, Ericka Y. 133 Natasha Lane Montebello, CA 90640
6348-006-025	137 Natasha Lane Montebello, CA 90640	Minasian, Raffi 1000 W. Madison Ave Montebello, CA 90640
6348-006-026	141 Natasha Lane Montebello, CA 90640	Covarrubias, Carolina 141 Natasha Lane Montebello, CA 90640

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2

NAME AND ADDRESS OF PROPERTY OWNERS

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

NATASHA LANE SEWER AND STORM WATER PUMP STATION
ASSESSMENT DISTRICT NO. 2005-2



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ALICIA FERNANDEZ
CITY OF MONTEBELLO/CITY CLERK
1600 W. BEVERLY BLVD
MONTEBELLO, CA 90640

EWA# 3488532

COPY OF NOTICE

Notice Type: HRG NOTICE OF HEARING

Ad Description
Sewer and Storm Water Pump Station Assessment District 2005-2 for Fiscal Year 2021-22

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

07/08/2021 , 07/15/2021

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

Publication	$650.00
Total	$650.00

CITY OF MONTEBELLO
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the City Council of the City of Montebello will hold a Public Hearing in the Council Chamber of the Montebello City Hall, 1600 West Beverly Boulevard, Montebello, California and via telephonically and/or electronically, on **Wednesday, July 28, 2021, at 6:30 p.m.**, or as soon as possible thereafter as the matter can be heard, to consider the following:

Levying the proposed assessments for the City's Natasha Lane Sewer and Storm Water Pump Station Assessment District 2005-2 for Fiscal Year 2021-22:

Natasha Lane is a twenty-unit single family housing development, located south of Whittier Boulevard and east of Bluff Road. As part of the development, sewer and storm systems, including pump stations for both systems, were installed to accommodate the operation of the sewer lines and storm water systems. The City is responsible for the operation and maintenance of these pumps stations. The special assessment district was initially established in 2005 when the development was constructed. This special assessment is added to the L.A. County Tax Roll annually. On June 23, 2021, the City Council approved Resolution No. 21-49 initiating proceedings for the FY 2021-2022 levy of the annual special assessment and residents were notified on July 12, 2021.

All interested persons have the right to appear and be heard pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20. For those interested in making public comments, the City will receive your comments by contacting the City Clerk's office **on or before Wednesday, July 28, 2021 between 9:00 a.m. – 3:30 p.m. at (323) 887-1359.** Staff will complete the speaker cards and the public will be called during the City Council meeting – Closed Session begins at 5:30 p.m. and Regular Session begins at 6:30 p.m. The exact call back time is not predictable due to the nature of the City Council agenda. As a result, you must be available until the end of the meeting to receive a live call from staff during the meeting. The City has created an email address ccpubliccomment@cityofmontebello.com where the public can submit public comments from **9:00 a.m. – 3:30 p.m. on Wednesday, July 28, 2021.** These questions will be read out loud and submitted for the record. The email address for City Council meetings can be located on the City's webpage under the City Clerk tab, https://www.cityofmontebello.com/department/administration/city-clerk-s-office.html.

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

More information about the assessment district is available by contacting the Public Works Department at 323-887-1460:

/s/ Alicia Fernandez, Deputy City Clerk
Dated: June 29, 2021
Date posted: July 1, 2021
7/8, 7/15/21
EWA-3488532#
MONTEBELLO NEWS

* A 0 0 0 0 0 5 7 6 4 1 3 6 *

ITEM # 14

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: Nicholas Razo, Director of Human Resources and Information Technology

SUBJECT: **Request to Approve a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Police Management Association, a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Fire Management Association, a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Mid-Management Association, a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Supervisors' Association, a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Police Officers' Association, a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello City Employees' Association, and a Resolution adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Firefighters' Association**

DATE: July 28, 2021

RECOMMENDATIONS:

It is recommended that the City Council:

1) Approve Resolution No. 21-29 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Police Management Association; and
2) Approve Resolution No. 21-30 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Fire Management Association; and
3) Approve Resolution No. 21-31 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Mid-Management Association; and
4) Approve Resolution No. 21-32 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Supervisors' Association; and

5) Approve Resolution No. 21-33 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Police Officers' Association.
6) Approve Resolution No. 21-67 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello City Employees' Association.
7) Approve Resolution No. 21-68 adopting a Comprehensive Memorandum of Understanding between the City and the Montebello Firefighters' Association.

FISCAL IMPACT

There is no fiscal impact to the approval of Comprehensive Memoranda of Understanding (MOU) between the City and the represented employee groups. These Comprehensive MOU memorialize salary, benefits and related items already included in the various MOU and side letters currently in effect for these groups. No provision changes are being made which would have a fiscal impact.

BACKGROUND

In 2004, non-safety supervisors in the City petitioned for recognition. At the time of recognition the Montebello Mid-Management Association (MMMA) represented all non-safety, mid-management through-out the City, however, the unit has since splintered into two separate mid-management associations. Presently, the MMMA represents the mid-management level employees of the Transportation Department. In 2011, the Montebello Supervisors' Association (MSA) was formed and formally recognized by the City as the bargaining group for mid-management level positions not in the Transportation Department. Prior to this formation the positions in the MSA were part of the Montebello Mid-Management Association.

In 2004, the non-supervisory employees that make-up a large portion of the City's workforce petitioned the City for recognition. In April of 2004, the Montebello City Council adopted the first MOU for the Montebello City Employees' Association (MCEA).

In 2008, the Police Captains and Police Lieutenants petitioned the City through the Employee-Employer Relations Resolution process for representation separate from the Montebello Police Officers' Association. The City conducted a vote through the State of California Department of Industrial Relations in May of 2008 and the Montebello Police Management Association (MPMA) was formally recognized thereafter.

In 2010, the Fire Battalion Chiefs and Fire Marshal were designated non-represented. At that time the individuals in those positions petitioned the City for recognition and subsequently the Montebello Fire Management Association (MFMA) was formed.

The Montebello Police Officers' Association (MPOA) and the Montebello Firefighters' Associations (MFA) have been recognized labor groups in the City of Montebello since the 1960's. MPOA has more than seventy-four (74) separate documents spanning five decades and MFA has over eighty (80) separate documents that, at this time, must be taken into account each time there is a labor issue or new negotiations.

Respectively, in 2004, 2008, 2010 and 2011, the MMMA, MCEA, MPMA, MFMA and MSA aligned with the City of Montebello's practice of only identifying new or changed benefits and/or management rights with each new MOU. For over 60 years, the original labor groups in the City, such as the MPOA and the MFA, functioned with labor contracts that required both the unit and management to reference MOU language going back years if that provision had not been addressed in a subsequent MOU.

The "Comprehensive Memorandum of Understanding" is a best-practice model used in most public agencies with represented employees. A Comprehensive MOU consolidates all previous provisions, which have not been altered or expired, into one document for ease of understanding and administration. The City of Montebello's eight (8) bargaining units have formally requested, through negotiations, that the City work towards a comprehensive document since 2007.

It has been a priority of the current Administration and Human Resources to establish a Comprehensive MOU for each of the City's eight bargaining units. To start this process the Human Resources Department, along with consultant Phillip Gallegos, began gathering and analyzing all adopted MOU, side letters and agreements, as well as City administrative policies, identifying each provision that has been carried forward to date. The intent of these inaugural Comprehensive MOU was not to agree to any new benefit or provision, nor was the intent to rewrite the existing provisions. After adopting the Comprehensive MOU, the Human Resources Department will begin negotiations for the next contract, during which vague or oddly structured provisions can be clarified and expanded upon. The current MOUs for all eight bargaining groups expire December 31, 2021.

In addition, there were similar provisions identified within the MOU of multiple bargaining units that we have moved from the units' MOU to administrative policy. The rationale behind moving these provisions to policy is to ease the administration of the benefits or guidelines and to further enhance transparency surrounding the City's salary and benefit administration. Having a clear policy ensures that the benefit or guideline is not overlooked within a MOU. The provisions identified that have been converted to policy include:

- Bilingual Pay
- Bereavement Leave
- Annual Leave
- Longevity Pay
- Education Reimbursement Programs
- Employee Compensation and Benefits
- Education Incentive Pay (safety only)

In February 2021, the Human Resources team began to meet with MPMA Board President Lieutenant David Kim, MFMA Board President Fire Battalion Chief Charles Wells, MMMA Board President Ruth Garcia, MSA Board President Vanessa Padilla Nava, MPOA Board President Sergeant Omar Rodriguez, then MCEA President Patricia Aguilera, and MFA President Craig Barker to present and discuss the first draft of their comprehensive MOUs and the proposed policies. The Associations were given time to review the draft and identify provisions that were not consistent with their records. We came back to the table with each group with revised Comprehensive MOUs that the groups then took back to their membership for review and endorsement.

At this time, the MPMA, MFMA, MMMA, MSA, MPOA, MCEA, and MFA have tentatively agreed that the comprehensive MOU being presented for adoption and the attached draft administrative policies accurately identify all current and active provisions from preceding MOU, side letters and agreements between the City and the MPMA, between the City and the MFMA, between the City and the MMMA, between the City and the MSA, between the City and the MPOA, between the City and the MCEA, and between the City and the MFA. The effective date and term of the proposed Comprehensive MOUs mirror the effective dates and terms of the MPMA's, MFMA's, MMMA's, MSA's, MPOA's MCEA's, and MFA's current MOU which is January 1, 2019 through December 31, 2021. The remaining group that we are currently meeting and conferring with is SMART-TD.

SUMMARY

The inaugural Comprehensive MOU for the MPMA, MFMA, MMMA, MSA, MPOA, MCEA, and MFA will begin to align the City of Montebello with best practices in public employment labor relations. Furthermore, having comprehensive MOU benefits both the City and its employees by enhancing transparency and ease of administration of employee salary, benefits and related provisions. The ability for employees and management to access one document fosters open communication and early dispute resolution. The inaugural Comprehensive MOU also provide a framework and baseline for future discussions and development. It should be noted that while it is the intent of the City and the various employee groups that all benefits and related compensation provisions currently in effect be incorporated and expressly stated into these comprehensive MOUs, in the event, upon further review, that any current benefits or compensation components have been overlooked or are not included in these comprehensive MOUs a side letter between the City and the various employee groups will be drafted and presented to the City Council at a future date. By approving the comprehensive MOUs, the City Council is also committing that any inadvertent omission of benefits or compensation language will be honored and incorporated into the future side letters. In addition no benefits will be removed or reduced if the employee group(s) are receiving such benefits.

It is being requested that the City Council approve a Resolution to adopt a Comprehensive MOU between the City and the MPMA, a Resolution to adopt a Comprehensive MOU between the City and the MFMA, a Resolution to adopt a Comprehensive MOU between the City and the MMMA, a Resolution to adopt a Comprehensive MOU between the City and the MSA, Resolution to adopt a Comprehensive MOU between the City and the MPOA, Resolution to adopt a Comprehensive MOU between the City and the MCEA, and Resolution to adopt a Comprehensive MOU between the City and the MFA.

ATTACHMENTS

A. Attachment A - RESOLUTION NO. 21-29 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE MANAGEMENT ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

B. Attachment B - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF MONTEBELLO AND MONTEBELLO POLICE MANAGEMENT ASSOCIATION

C. Attachment C - RESOLUTION 21-30 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO FIRE MANAGEMENT ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

D. Attachment D - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO FIRE MANAGEMENT ASSOCIATION

E. Attachment E - RESOLUTION NO. 21-31 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO MID-MANAGEMENT ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

F. Attachment F - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO MID-MANAGEMENT ASSOCIATION

G. Attachment G - RESOLUTION NO. 21-32 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO SUPERVISORS' ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

H. Attachment H - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO SUPERVISORS' ASSOCIATION

I. Attachment I - RESOLUTION NO. 21-33 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF

UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO POLICE OFFICERS' ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

J. Attachment J - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO POLICE OFFICERS' ASSOCIATION

K. Attachment K - RESOLUTION NO. 21-67 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO CITY EMPLOYEES' ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

L. Attachment L - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO CITY EMPLOYEES' ASSOCIATION

M. Attachment M - RESOLUTION NO. 21-68 OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND THE MONTEBELLO FIREFIGHTERS' ASSOCIATION FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

N. Attachment N - COMPREHENSIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MONTEBELLO AND MONTEBELLO FIREFIGHTERS' ASSOCIATION

ATTACHMENT A

RESOLUTION NO. 21-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE MANAGEMENT ASSOCATION (MPMA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPMA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT B).

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

SECTION 1: The MOU between the City of Montebello and the MPMA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-29 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of July 2021 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

ATTACHMENT B

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE MANAGEMENT ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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THE CITY OF MONTEBELLO POLICE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Police Management Association (MPMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-75 adopted by the City Council on June 26, 2019, as well as all prior MOUs, side letters and agreements between the City and the MPMA.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. 3 Years. From 1/1/2019 To 12/31/2021.

SECTION B RECOGNITION

The **Montebello Police Management Association (MPMA)**, is the exclusive representative of the employees of the Police Captains and Police Lieutenants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU and include the following specific City policies:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
d. 2.060.227 Longevity Pay
e. 2.060.517 Educational Reimbursement Programs
f. 2.060.504 Employee Compensation and Benefits
g. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

ARTICLE I - IMPLEMENTATION

SECTION A SALARY INCREASES

City employees covered under this MOU shall receive:

The City shall increase the base salary of all MPMA unit members (whether Classic CalPERS members or CalPERS PEPRA members) as follows:

1). 6% on -schedule base salary increase effective first pay period after MPMA ratification and City Council approval of this Memorandum of Understanding (MOU) no retroactivity);

2). 6% on -schedule base salary increase effective first pay period after January 1, 2020;

3). 6% on -schedule base salary increase effective first pay period after January 1, 2021.

SECTION B ANNUAL LEAVE BANK AND CASH OUT

Effective the first pay period after MPMA ratification and City Council approval of this MOU, the Annual Leave Bank shall be increased to a maximum accrual of 700 hours, up from 520 hours. However, the annual leave cash out shall remain at 40 hours maximum once per year.

[Res19-75; 2019 – 2021]

SECTION C PAID OVERTIME FOR SPECIAL ASSIGNMENTS

Effective the first pay period after MPMA ratification and City Council approval of this MOU, all MPMA unit members shall be eligible for paid overtime at a rate of up to 1. 5 times their base salary, limited to special assignments where the overtime is fully reimbursable to the City through local, state, or federal grants, or private/ other external funding sources. The rate of overtime (up to 1. 5 times the unit member's base salary) shall be determined by written agreement with the external funding source, who shall timely reimburse the City for overtime costs expended by the City for such special assignments. All MPMA unit members receive 1.0 rate overtime for covering watch commander shifts, court appearances, internal investigations, training, and for emergency call outs.

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[Res19-75; 2019 – 2021]

SECTION D PAYMENT UPON SEPARATION

The City shall calculate the pay rate if eligible Association members for purposes of fulfilling its obligations under Civil Service Rules and Regulations Section 227(H) by including the following "incentive pays":

a) Educational incentive including supplemental incentive pay for Supervisory and Management Certificate(s)
b) Longevity incentive
c) Bilingual incentive

[2017 side letter]

SECTION E POLICE LIEUTENANT PAY

The City agrees to compensate Police Lieutenants at the rate of straight time for the following activities;

- To cover the Patrol Watch Commander position in the event of a vacancy or to cover for sick leave; annual leave; injured on duty (IOD), when a qualified sergeant is not available to move-up as described below.
- For training; critical incidents or for call outs for homicides or major incidents.

a) A "qualified sergeant' is defined as a sergeant who is not on probation, has completed the 40 hour POST supervisor training course and has attended Title 15 training (jail operations).
b) A watch commander "vacancy" is defined as: when there is not a lieutenant or above on duty and no qualified sergeant is available to move-up to cover the watch commander position.
c) The City agrees that if overtime is required to fill the watch commander position, or a subordinate position through the move-up process, the first priority will go to the rank of Lieutenant.
d) With prior approval of the Chief of Police or Bureau Commander, Lieutenants will be compensated at the rate of straight time when assigned internal affairs investigations that require working beyond their normal working hours.

[Agreement 3027, 2014 Side letter]

SECTION F ADMINISTRATIVE LEAVE CASH OUT OR CONVERSION

Each January, employees will have the option to either cash out up to 40 hours of administrative leave or to convert up to 40 hours of administrative leave to the City's Deferred Compensation 457 Plan.

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[Agreement 3027, 2014 Side letter]

SECTION G UNIFORM ALLOWANCE

Uniform allowance will be $950 per fiscal year.

[Res. 13-67; 2013 – 2014 MOU]

SECTION H SICK LEAVE BANK PAY OUT

Upon separation from the City, any remaining members of the Montebello Police Management Association who currently have a "pre-annual leave system" sick leave bank balance will be paid off at the rate of half of the current rate of pay.

[Res. 09-07; 2009 MOU]

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

SECTION B EMPLOYEE CalPERS CONTRIBUTION

A. Classic CalPERS Members: The City agrees to pay a portion of the Classic Ca1PERS MPMA unit member's employee contribution as follows:

1). Effective July 1, 2019 and after MPMA ratification and City Council adoption of this MOU through December 31, 2019: The City shall pay a portion of the employee member contribution to CalPERS in an amount equal to 5% of pensionable income for all Classic CalPERS MPMA unit members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3. 28. 020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. During this period, the value of the employer -paid member

contribution equal to 5% of pensionable income shall continue to be reported to CalPERS as compensation earnable pursuant to Government Code section 20636(c)(4). Each Classic CalPERS MPMA unit member shall contribute 4% of the employee member contribution of pensionable income to Ca1PERS for a total obligation by each individual Classic CalPERS MPMA unit member of 4%.

2). Effective the first Pay period after January 1 2020 through December 31 2020: The City shall pay a portion of the employee member contribution to CalPERS in an amount equal to 1% of pensionable income for all Classic CalPERS MPMA unit members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. During this period, the value of the employer -paid member contribution equal to 1% of pensionable income shall continue to be reported to CalPERS as compensation earnable pursuant to Government Code section 20636(c)(4). Each Classic CalPERS MPMA unit member shall contribute an additional 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS MPMA unit member of 8%.

3). Effective the first pay period after January 1. 2021: The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS MPOA unit members. Each Classic CalPERS MPMA unit member shall contribute an additional 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS MPMA unit member of 12%.

B. CalPERS PEPRA Members (as defined by CalPERS): CalPERS PEPRA MPMA unit members shall continue to pay their obligatory "half the actuarial normal cost of their pension benefit (as determined and regularly adjusted by CalPERS). The current one- half obligation for each PEPRA unit member is 11.25% but will increase effective July 2019 to 12.25%, with potential mandated upward adjustments thereafter (which shall be the full responsibility of the PEPRA MPMA unit member. The City is prohibited by laws governing PEPRAs from paying any portion of the member contribution for PEPRA members.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

Full-time active MPMA safety unit members hired prior to the date this Tentative Agreement is approved by the City Council (after MPMA ratification) or who immediately prior to joining the MPMA unit served as full- time active MPOA safety unit members;

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPMA for the 2003- 2004 negotiations to all full-time MPMA or MPOA members hired prior to the date this Tentative Agreement is approved by the City Council (following ratification by MPMA). The terms and eligibility requirements remain and are clarified as follows:

1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes 1% of a unit member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPMA shall meet and confer.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the unit member:

a). Must currently be employed as an active full-time safety unit member of the MPMA;

b) Must be at least 50 years of age (no minimum age requirement for disability retirement);

c) Must retire directly from the City of Montebello;

d) Must have at least 15 full- time years of active City service at the time of service retirement the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time safety unit employee of the City), or at least 10 full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all 15 years of service (10 years for disability retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit for MPMA unit members with less than 25 years of fulltime active service will be determined by the number of full years of City service multiplied by $25.00. Examples of calculations are as follows: 15 years of City service multiplied by $25.00 = $375 per month; 24 years of City service multiplied by 25.00 = $ 600 per month, The monthly retiree benefit only for MPMA unit members with 25 full years or more of active City service shall not be determined by the number of full years of City service multiplied by $ 25.00, rather all MPMA unit members who retire with 25 years or more of active full-time City service shall receive a flat rate equal to the value of the City's medical allowance for current MPMA unit members (currently $1,090). The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements.

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5) The monthly amount payable will be reduced by any amount paid by the City on the retiree' s behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time unit members hired after the date this Tentative Agreement is approved by the City Council:

All full- time unit members hired after the date this Tentative Agreement is approved by the City Council shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

[Res19-75; 2019 – 2021]

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION A CITY ISSUED VEHICLES

Members of the MPMA may be issued take home vehicles where approved by the Chief of Police, based on his/her discretion.

[Agreement 3027, 2014 Side letter]

ARTICLE VI - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

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David Kim **Date**

Montebello Police Management Association President

René Bobadilla **Date**

City Manager

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APPENDIX A

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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.
B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/12/2021)

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APPENDIX B

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

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1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/12/21)

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APPENDIX C

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2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*
15	288 hours	425 hours	288 hours*

16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	**Less than 5 years**	**5 but less than 15**	**15 or more**
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello Supervisors' Association	480	520	560
Montebello Mid-Management	480	520	560

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Association			
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.
2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.

3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.
7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

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D. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

E. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

F. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

G. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/12/2021)

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APPENDIX D

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral s continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

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b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the

unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of

Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello
Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase

After 25 years of full-time service 5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1. 5 % base salary increase

After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

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A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's I1th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member’s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity

Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay.

Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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APPENDIX E

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be

deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/12/21)

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APPENDIX F

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.

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3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the

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City knows that the employee or family member does not have the alternative coverage.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21)

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APPENDIX G

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

Each department will keep track of their employees' education and training. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

Degree or Certificate	Compensation
A.A. or Intermediate POST	$250/month
B.A./B.S. or Advanced POST	$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

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The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	$150/month
Management Certificate	$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

[Res. 15-89, 2015 – 2017 MOU]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
B. $ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
C. $ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

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DEGREE OR CERTIFICATE	INCREASE FROM	INCREASE TO
A.A. or Intermediate POST	$150/month	$250/month
B.A./B.S. or Advanced POST	$300/month	$400/month

Supervisory $150/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of $150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

[Res. 15-04; 2014 -2017 MOU]

(Revised: 04/14/2021)

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ATTACHMENT C

RESOLUTION NO. 21-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO FIRE MANAGEMENT ASSOCATION (MFMA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MFMA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT D).

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

SECTION 1: The MOU between the City of Montebello and the MFMA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-30 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 28th day of July 2021 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

THE CITY OF MONTEBELLO FIRE MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Fire Management Association (MFMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-73 adopted by the City Council on June 26, 2019, as well as all prior MOUs, side letters and agreements between the City and the MFMA.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered 3 Years. From 1/1/2019 To 12/31/2021.

SECTION B RECOGNITION

The **Montebello Fire Management Association (MFMA)**, is the exclusive representative of the Fire Battalion Chief, Fire Marshal and Deputy Fire Chief bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU.

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
d. 2.060.227 Longevity Pay
e. 2.060.517 Educational Reimbursement Programs

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f. 2.060.504 Employee Compensation and Benefits
g. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

ARTICLE II - COMPENSATION

SECTION A SALARY INCREASES

City employees covered under this MOU shall receive:

Classic CalPERS Members:
1) A four percent (4%) on -schedule base salary increase effective first pay period after MFMA ratification and City Council adoption of this Memorandum of Understanding MOU). [JUNE 26, 2019]
2) A four percent (4%) on -schedule base salary increase effective first pay period after January 1, 2020.
3) A four percent (4%) on -schedule base salary increase effective first pay period after January 1, 2021.
4) All current MFMA members are CalPERS Classic members. Therefore, PEPRA regulations currently do not apply to MFMA. However, any PEPRA members be hired into the MFMA unit during the term of this agreement, the City will apply PEPRA regulations applicable CalPERS law.

All MFMA unit members:
A (10%) on -schedule base salary increase in lieu of EMT certification special pay shall be effective the first pay period after MFMA ratification and City Council adoption of this MOU. This (10%) on -schedule base salary increase in lieu of EMT certification special pay shall occur separate from the (4%) on-schedule base salary increase.

SECTION B SICK LEAVE PAY-OUT AT SEPARATION

The City will contribute upon separation 100% of the unused Sick Leave balance to a 401(a) plan at the normal age of retirement and at the maximum contribution limit amount set by the IRS. Upon reaching the maximum amount set by the IRS for the calendar year the City will pay out the remaining to the employee at current base rate of pay.

[Agreement #3844]

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SECTION C UNIFORM/ EOUIPMENT ALLOWANCE

The City agrees to provide a total uniform/ equipment allowance to MFMA unit members of $750/ year and such allowance shall supersede and replace the $400/ year allowance previously provided to MFMA unit members.

[Res. 19-73, 2019 – 2021 MOU]

SECTION D OVERTIME

Battalion Chiefs shall be compensated for all hours worked above 56 hours per week at 1.5 times their calculated hourly rate with incentives.

[Res. 12-47, 2012 – 2013 MOU]

SECTION E MEAL ALLOWANCE/HEALTH CLUB MEMBERSHIP

Effective concurrent with adoption of this Resolution, the City shall cease funding a meal allowance.

Effective concurrent with adoption of this Resolution, the City shall cease funding a health club membership.

[Res. 10-23, 2010]

ARTICLE III - RETIREMENT PROVISIONS

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members".

SECTION B EMPLOYEE CALPERS CONTRIBUTION

Classic CalPERS Members: The City agrees to pay a portion of the Classic CalPERS unit member's employee contribution as follows:

1). Effective July 1, 2019 and after MFMA ratification and City Council adoption of this MOU through December 31, 2019: The City shall pay a portion of the employee member contribution to CalPERS in an amount equal to (5%) of pensionable income for all Classic CalPERS unit members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3. 28. 020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. Each Classic CalPERS unit member shall contribute 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each individual Classic CalPERS unit member of (4%).

2). Effective the first pay period after January 1, 2020 through December 31, 2020: The City shall pay a portion of the employee member contribution to CalPERS in an amount equal to (1%) of pensionable income for all Classic CalPERS unit members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3. 28. 020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. Each Classic CalPERS unit member shall contribute an additional (4%) of the employee member contribution of pensionable income to Ca1PERS for a total obligation by each Classic CalPERS unit member of 8%.

3). Effective the first pay period after January 1, 2021: The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS unit members. Each Classic CalPERS unit member shall contribute an additional (4%) of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of (12%).

ARTICLE IV - POST RETIREMENT BENEFITS

SECTION A RETIREE HEALTH BENEFITS

A. Full- time unit members hired prior to the date of a new MOU is adopted by the City Council:

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MFMA for the 2008 Re -Opener negotiations, to all full- time unit members hired prior to the date a new MOU is adopted by the City Council.

The terms and eligibility requirements remain as follows:
1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime or until the employee qualifies for Medicare under the federal Social Security Act.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the unit member:
a). Must currently be employed as an active full- time safety unit member of the MFMA;
b) Must be at least 50 years of age (no minimum age requirement for disability retirement);
c) Must retire directly from the City of Montebello;
d) Must have at least (15) full- time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time employee of the City), or at least (10) full years of active City service at the time of disability retirement.

4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by $ 25. 00. The maximum benefit allowable will be calculated at 25 years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: 15 years of City service multiplied by $ 25. 00 = $ 375 per month; 25 years of City service multiplied by $ 25. 00 = $ 625 per month, which is the maximum benefit allowable.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

B. Full- time unit members hired after the date of a new MOU is adopted by the City Council:

All full- time unit members hired after the date a new MOU is adopted by the City Council shall only, commencing the month following one full month of retirement, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital

Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

[Res. 19-73, 2019 – 2021 MOU]

ARTICLE V - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

Charles Wells **Date**

Montebello Fire Management Association President

René Bobadilla **Date**

City Manager

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APPENDIX A

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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.
B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/12/2021)

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APPENDIX B

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

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1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/12/21)

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APPENDIX C

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2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*
15	288 hours	425 hours	288 hours*

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16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	**Less than 5 years**	**5 but less than 15**	**15 or more**
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello Supervisors' Association	480	520	560
Montebello Mid-Management	480	520	560

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Association			
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.
2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.

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3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.
7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

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D. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

E. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

F. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

G. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/12/2021)

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APPENDIX D

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral s continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a

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full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello
Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase

After 25 years of full-time service 5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

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a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's I1th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member’s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CaIPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1. 5 % base salary increase

After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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APPENDIX E

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be

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deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/12/21)

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APPENDIX F

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.
3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21)

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APPENDIX G

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

Each department will keep track of their employees' education and training. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

Degree or Certificate	Compensation
A.A. or Intermediate POST	$250/month
B.A./B.S. or Advanced POST	$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

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The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	$150/month
Management Certificate	$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

[Res. 15-89, 2015 – 2017 MOU]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
B. $ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
C. $ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

DEGREE OR CERTIFICATE	INCREASE FROM	INCREASE TO
A.A. or Intermediate POST	$150/month	$250/month
B.A./B.S. or Advanced POST	$300/month	$400/month
Supervisory	$150/month	

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of $150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

[Res. 15-04; 2014 -2017 MOU]

(Revised: 04/14/2021)

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ATTACHMENT D

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO FIRE MANAGEMENT ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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ATTACHMENT E

RESOLUTION NO. 21-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO MID-MANAGEMENT ASSOCATION (MMMA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MMMA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT F).

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

SECTION 1: The MOU between the City of Montebello and the MMMA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-31 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 28th day of July 2021 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

ATTACHMENT F

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO MID-MANAGEMENT ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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THE CITY OF MONTEBELLO MID-MANAGEMENT ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Mid-Management Association (MMMA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-7 adopted by the City Council on June 26, 2019, as well as all prior MOUs, side letters and agreements between the City and the MMMA.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered: 3 Years. From 1/1/2019 To 12/31/2021.

SECTION B RECOGNITION

The **Montebello Mid-Management Association (MMMA)**, is the exclusive representative of the employees of the LISTED IN EXHIBIT 1, a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU and include the following specific City policies:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
d. 2.060.227 Longevity Pay

e. 2.060.517 Educational Reimbursement Programs
f. 2.060.504 Employee Compensation and Benefits

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

ARTICLE II - COMPENSATION

SECTION A SALARY INCREASES

a. Classic CalPERS members
   i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU [JUNE 26, 2019]
   ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020
   iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021

b. New Ca1PERS members ("PEPRA members")
   i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU [JUNE 26, 2019]
   ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020.
   iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021.

SECTION B ANNUAL LEAVE CASH OUT

The City agrees to increase the Annual Leave Cash out maximum amount from 50 hours annually to 75 hours annually and increase the Annual Leave bank balance minimum requirement from 120 hours to 280 hours in order to participate in the cash out, so long as sufficient funding is available in the City's Transit Enterprise Fund. If an employee desires to cash out his or her annual leave in an amount of 75 or less, the employee must maintain a minimum of 280 hours of annual leave, meaning any cash out cannot reduce the employee's annual leave bank below 280 hours. The cash out will occur only once annually. Employees must submit requests for cash out during the first two weeks of October of each year. The first paycheck received in November of each year will reflect the cash out of annual leave.

[Res. 17-85, 2017-2020 MOU]

SECTION C ANNUAL LEAVE ACCRUAL CAP

The caps for the maximum of all tiers of annual leave accruals shall be increased by 80 hours. The new cap for each tier shall now be 480, 520 and 560 respectively.

[Res. 17-85, 2017-2020 MOU]

SECTION D ADMINISTRATIVE LEAVE PAY OUT

In January, upon posting of administrative leave hours, any unused administrative leave hours remaining from the previous calendar year will be automatically paid off at the current rate of pay.

[Res. 17-85, 2017-2020 MOU]

SECTION E NIGHT SHIFT DIFFERENTIAL

Bargaining members will be eligible to receive night shift differential of 5%. An employee shall qualify for night shift differential for any regularly assigned hours that are worked between 5:00 p.m. and 6:00 a.m.

[Res. 17-85, 2017-2020 MOU]

SECTION F UNIFORM ALLOWANCE

The City agrees to increase the uniform allowance for Transit Dispatcher from $250 to $350 per fiscal year. The uniform allowance for Shop Maintenance Supervisor and Maintenance Service Supervisor will increase from $550 to $650 per fiscal year. The uniform allowance for Transit Stores & Facility Supervisor will increase from $525 to $625 per fiscal year.

[Res. 17-85, 2017-2020 MOU]

SECTION G TOOL ALLOWANCE

The City agrees to increase the tool allowance for Shop Maintenance Supervisor from $475 to $600 per fiscal year. The Maintenance Service Supervisor shall be entitled to tool allowance of $600 per fiscal year providing that the City determines that he/she has sufficient mechanic skills or a mechanic license.

[Res. 17-85, 2017-2020 MOU]

SECTION H ADMINISTRATIVE LEAVE

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The City agrees to increase Administrative Leave hours for all members of the bargaining unit who are currently 40 hours to 50 hours per calendar year when the hours are posted each January.

[Res. 17-85, 2017-2020 MOU]

SECTION I OVERTIME COMPENSATION

The City agrees to compensate Transit Operations Supervisor at the rate of time-and-one-half for the following activities:

- To cover the duties of a Transit Dispatch Supervisor and I or Bus Operator in the event of a staffing shortage; and to cover for urgent and / or emergency related staffing needs.

Overtime compensate does not extend to those instances when Transit Operations Supervisors perform those duties described above within their regular work schedule.

[Res 14-07]

SECTION J TRANSIT DISPATCHER INCENTIVE PROGRAM

Transit management agrees to implement a Transit Dispatcher Incentive Program. The first six-month evaluation period upon which the Incentive Program will be based is designated as September 1, 2007 through February 29, 2008. The qualifying eligibility factors for the program will include, in part:

- A minimum of six months employment with the City in the position of Transit Dispatch Supervisor prior to the start of the evaluation period;
- No more than 3 unscheduled absences during the 6-month evaluation period;
- An excellent safety record, including no preventable/chargeable accidents during the 6-month evaluation period;
- No disciplinary action issued during the 6-month evaluation period

The Transit Dispatch Incentive Program will not include a team incentive component. Transit Administration will review the proposal submitted by Transit Dispatchers, with the above-listed modifications concerning eligibility, and meet with the Transit Dispatch Supervisors to discuss the details of implementation by September 30, 2007.

[Res 07-68, 2007-2009 MOU]

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ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

SECTION B EMPLOYEE CALPERS CONTRIBUTION

a. The City agrees to contribute the entire employee member contribution equal to (8%) of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to the first pay period after January 1, 2020. All such contributions shall be paid solely from funds from the Transportation Enterprise Fund. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

b. Effective first pay period after January 1, 2020, the City agrees to pay a portion of the employee member contribution to CalPERS in the amount equal to (4%) of pensionable income for all classic members in the bargaining unit. All such contributions shall be paid solely from funds from the Transportation Enterprise Fund. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. Effective the first pay period after January 1, 2020, the classic members shall contribute the remaining amount of the employee member contribution, which is equal to (4%) of pensionable income.

c. Effective the first pay period after January 1, 2021, all classic members in the bargaining unit shall pay the entire amount of the employee member contribution equal to (8%) of pensionable income to CalPERS. Effective the first pay period after January 1, 2021, the City will no longer make any contributions towards the employee member contribution to CalPERS, unless mutually agreed upon by the parties.

d. Any new members in the bargaining unit considered "New Ca1PERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory "half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New Ca1PERS members.

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e. This agreement shall supersede and entirely replace any and all effective side letter agreements between the City and MMMA regarding the payment of the employee member contributions.

ARTICLE IV - POST-RETIREMENT BENEFITS

SECTION A CONTINUANCE OF 401 (A) (H) PLAN

In lieu of the Retiree Health Benefit, the City agrees to continue the 401 (a) (h) Plan, as outlined in Resolution 99-99.

[2004-2007 MOU

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION A RECLASSIFICATIONS

CHIEF MANAGEMENT ANALYST SALARY
The City agrees to realign the salary for the Chief Management Analyst to correct the current compaction as there is current an insufficient salary distinction among levels of classifications and supervisory levels. The recommended monthly salary will be $5,447 - $6,622. The incumbent of this position will work the 9/80 work schedule.

SENIOR MANAGEMENT ANALYST
The City agrees to implement the reclassification recommendation for the Management Analyst position which has the responsibilities to maintain the financial and budgetary obligations for the Transportation Department. This Management Analyst position will be recommended to City Council to be reclassified to the title of Senior Management Analyst with the monthly salary range of $4, 939 - $ 6, 005. The incumbent of this position will work the 9/80 work schedule.

[Res13-119, 2012-2015 MOU amendment]

SECTION B WORK SCHEDULE CHANGE

a. All MMMA employees shall work a 9/80 work schedule, except those MMMA employees currently on a 36-hour work week schedule shall have a one-time option of remaining in their current 36-hour work week schedule by so notifying their supervisors in writing within 30 days after the effective date of this side letter.

b. MMMA employees currently on a traditional 40-hour work week schedule shall transition to a 9/80 work schedule no later than January 1, 2013. City management staff shall establish the specific 9/80 work schedule with each MMMA employee.

c. MMMA employees on a 9/80 work schedule shall take a 1/2 hour unpaid lunch period per work day unless otherwise pre-authorized by the employee's supervisor. Any employee currently working a 36-hour work week schedule who changes to a 9/80 work schedule shall receive, in lieu of their current paid meal period, an 11.11% base salary increase to be paid solely from the City's Transit Enterprise Fund.

d. Upon expiration of the 30-day period discussed in subparagraph (a), above, the City shall, without undue delay, adopt the required City Council resolutions necessary to amend Resolution 08-37 (City of Montebello's Compensation Plan for Non-classified Management Positions).

e. The Parties agree that the 11.11% salary increase, for the MMMA members currently working a 36-hour work week schedule who decide to work a 9/80 work schedule, will be implemented retroactive to the date the employee's work schedule was changed to a 9/80 work schedule.

[Res. 12-78, 2012-2015 MOU]

SECTION C FREE TRANSPORTATION

All MMMA employees, their spouses, and eligible dependent children are eligible to ride all Montebello Bus Lines buses free of charge.

[Res. 12-78, 2012-2015 MOU]

SECTION D GRIEVANCE PROCEDURE

The City agrees to amend the grievance procedure to allow for 15 days between steps in the process. The employee filing the grievance may have a representative present at any step in the grievance process.

[Res 07-68, 2007-2009 MOU]

SECTION E DISCIPLINARY APPEAL PROCEDURE

Members of the MMMA bargaining unit who elect to appeal major discipline, not to include minor discipline, verbal or written reprimands, will be entitled to a full evidentiary hearing before the City Administrator, his/her designee or an impartial third party. If an impartial third party is chosen, the hearing officer shall be mutually agreed upon from a list provided by the State Mediation Service. The cost of the hearing shall be borne by the "non-prevailing" party. If there is no clear "non-prevailing" party, the cost of the hearing shall be shared. The finding of the City Administrator, his/her designee, or the impartial third party shall be binding.

The parties shall meet no later than September 30, 2007 to discuss specific provisions applying to the conduct of full evidentiary hearings.

The City agrees to optional, non-binding mediation for disciplinary appeals.

Minor disciplinary appeals may be addressed through the City's existing grievance policy, Administrative Policy V-B-40 which pertains to full-time unclassified employees.

[Res 07-68, 2007-2009 MOU]

SECTION F TRANSIT DISPATCHER BIDDING PROCEDURE

Transit management agrees to draft an internal policy outlining the current Transit Dispatcher bidding procedure. Transit management will consider written proposals submitted by the Transit Dispatch Supervisors prior to implementation of the policy.

[Res 07-68, 2007-2009 MOU]

SECTION G FEDERAL HOLIDAYS

The City agrees to include all federally recognized holidays on the annual holiday resolution recommended to the City Council for approval.

[Res 07-68, 2007-2009 MOU]

SECTION H SOCIAL SECURITY

The City and the members of the MMMA bargaining unit will each contribute 7.65% to Social Security.

ARTICLE VI - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

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Jose Ochoa **Date**

Montebello Mid-Management Association Vice-President

René Bobadilla **Date**

City Manager

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APPENDIX A

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The Montebello Mid-Management Association

REPRESENTED CLASSIFICATIONS

Chief Management Analyst

Maintenance Services Supervisor

Management Analyst

Senior Management Analyst

Shop Maintenance Supervisor

Sr. Procurement Analyst

Transit Dispatch Supervisor

Transit Finance Supervisor

Transit Grants and Projects Administrator

Transit Operations Supervisor

Transit Stores and Facility Supervisor

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APPENDIX B

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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.
B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/12/2021)

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APPENDIX C

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

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1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/12/21)

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APPENDIX D

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2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*
15	288 hours	425 hours	288 hours*

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16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	**Less than 5 years**	**5 but less than 15**	**15 or more**
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello Supervisors' Association	480	520	560
Montebello Mid-Management	480	520	560

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Association			
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.

2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.

3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.
7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

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D. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

E. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

F. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

G. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/12/2021)

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APPENDIX E

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral s continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a

full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

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B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase

After 25 years of full-time service 5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

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a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's I1th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member’s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CaIPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1. 5 % base salary increase

After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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APPENDIX F

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be

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deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/12/21)

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APPENDIX G

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.

2. The City's total compensation package shall comply with all applicable state and federal laws.

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3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the

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City knows that the employee or family member does not have the alternative coverage.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21)

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ATTACHMENT G

RESOLUTION NO. 21-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO SUPERVISORS' ASSOCATION (MSA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MSA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT H).

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

SECTION 1: The MOU between the City of Montebello and the MSA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-32 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 28th day of July 2021 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

ATTACHMENT H

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO SUPERVISORS' ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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THE CITY OF MONTEBELLO SUPEVISORS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the Montebello Supervisors' Association (MSA), and have reached an agreement to recommend that the City Council take the actions identified in this successor Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon adoption of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-76 adopted by the City Council on May 15, 2019, as well as all prior MOUs, side letters and agreements between the City and the Montebello Supervisors' Association (MSA).

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered 3 years from 1/1/2019 to 12/31/2021.

SECTION B RECOGNITION

The **Montebello Supervisors' Association (MSA)**, is the exclusive representative of the employees of the classifications listed in Appendix A, a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU and include the following specific City policies:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
d. 2.060.227 Longevity Pay

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e. 2.060.517 Educational Reimbursement Programs
f. 2.060.504 Employee Compensation and Benefits

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

ARTICLE II - COMPENSATION

Section A SALARY INCREASES

Classic CalPERS members

i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU
ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020
iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021

New Ca1PERS members (" PEPRA members")

i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU.
ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020.
iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021.

Section B ANNUAL LEAVE CASH OUT

The City agrees to change the minimum requirement of 400 hours of accrued annual leave on the books to 280 hours for those bargaining unit members who may elect to cash out up to 75 hours so long as sufficient funding is available in the City's General Fund. The cash out will occur only once annually. Employees must submit requests for cash out during the first two weeks of October of each year. The first paycheck received in November of each year will reflect the cash out of annual leave.

[Res.17-57; 2017 – 2018 MOU]

Section C ADMINISTRATIVE LEAVE

Effective July 1, 2012 the annual allotment of administrative leave shall be increased from 25 hours to 40 hours per calendar year for all exempt-level MSA employees.

[Res. 12-91; 2012 – 2014 MOU]

Section D **ADMINISTRATIVE LEAVE PAY OUT**

In January, upon posting of administrative leave hours, any unused administrative leave hours remaining from the previous year will be automatically paid off at the current rate of pay.

[Res. 13-123; 2012 – 2014 MOU]

ARTICLE III -RETIREMENT PROVISIONS

Section A **CALPERS RETIREMENT TIERS**

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

Section B **EMLOYEE CALPERS CONTRIBUTIONS TO CALPERS**

Effective the first pay period after January 1, 2021, all classic members in the bargaining unit shall pay the entire amount of the employee member contribution equal to (8%) of pensionable income to CalPERS. Effective the first pay period after January 1, 2021, the City will no longer make any contributions towards the employee member contribution to CalPERS, unless mutually agreed upon by the parties.

Any new members in the bargaining unit considered "New CalPERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

[Res. 19-46, 2019-2021 MOU]

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ARTICLE IV - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

Vanessa Padilla-Nava **Date**
Montebello Supervisors' Association President

René Bobadilla **Date**
City Manager

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APPENDIX A

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The Montebello Supervisors' Association

REPRESENTED CLASSIFICATIONS

Accounting Supervisor

Associate Planner

Assistant Golf Course Superintendent

Assistant Tree Maintenance Supervisor

Building Maintenance Supervisor

Communications Supervisor

Community Services Supervisor

Grants and Projects Administrator

Information Systems Supervisor

Management Analyst (Non Transit)

Parks Maintenance Supervisor

Records Supervisor

Revenue Supervisor

Senior Management Analyst (Non Transit)

Telecommunications Supervisor

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APPENDIX B

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City of Montebello, California
Policy & Procedures Manual

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.
B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/12/2021)

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APPENDIX C

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.
2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

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1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/12/21)

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APPENDIX D

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2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*
15	288 hours	425 hours	288 hours*

16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	**Less than 5 years**	**5 but less than 15**	**15 or more**
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello Supervisors' Association	480	520	560

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Montebello Mid-Management Association	480	520	560
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.

2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or

her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.

3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.
7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

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D. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

E. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

F. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

G. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/12/2021)

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APPENDIX E

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral s continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn

police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello
Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase

After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

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a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's I1th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member’s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CaIPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase

After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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APPENDIX F

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City of Montebello, California
Policy & Procedures Manual

2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

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G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/12/21)

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APPENDIX G

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.

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3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

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(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21)

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ATTACHMENT I

RESOLUTION NO. 21-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO POLICE OFFICERS' ASSOCATION (MPOA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MPOA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT J).

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

SECTION 1: The MOU between the City of Montebello and the MPOA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-33 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 28th day of July 2021 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

ATTACHMENT J

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO POLICE OFFICERS' ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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THE CITY OF MONTEBELLO POLICE OFFICERS' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Police Officer's Association (MPOA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-76 adopted by the City Council on June 26, 2019, as well as all prior MOUs, side letters and agreements between the City and the MPOA.

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. 3 Years. From 1/1/2019 To 12/31/2021.

SECTION B RECOGNITION

The **Montebello Police Officer's Association (MPOA)** is the exclusive representative of the employees of the Police Officers, Police Corporals and Police Sergeants bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU and include the following specific City policies:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
d. 2.060.227 Longevity Pay
e. 2.060.517 Educational Reimbursement Programs
f. 2.060.504 Employee Compensation and Benefits
g. 2.060.528 Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

ARTICLE II – COMPENSATION

SECTION A SALARY PROVISIONS

City employees covered under this MOU shall receive:

The City shall increase the base salary of all MPOA unit members (whether Classic CalPERS members or CalPERS PEPRA members) as follows:

1). 6% on -schedule base salary increase effective first pay period after MPOA ratification and City Council approval of this Memorandum of Understanding (MOU) no retroactivity);

2). 6% on -schedule base salary increase effective first pay period after January 1, 2020;

3). 6% on -schedule base salary increase effective first pay period after January 1, 2021.

SECTION B ANNUAL LEAVE BANK AND CASH OUT

Starting in Fiscal Year 2013-2014, the City agrees to lower the minimum Annual Leave bank requirement from 400 hours to 250 hours in order for MPOA employees to be eligible for annual leave cash out. As such, MPOA employees may request to cash out annual leave in excess of 250 hours, not to exceed 40 hours, on an annual basis.

[Res. 13-19, 2012-13, 2013-14 & 2014-15 MOU]

… The buy-back request will be made each year no later than November 1 (one) in order for the "buy back" to be part of the officer's first paycheck in December of each year.

[2000-03 MOU]

SECTION C DETECTIVE/TRAFFIC PAY

Commencing July 1, 2013, the governing body of the City of Montebello elects to pay unit employees with a ranking of Sergeant and below that are working in the Detective

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Bureau , or Investigative Traffic Bureau (hereinafter a "Qualifying Employee), Incentive Pay in an amount equal to 3% of his or her base salary.

[Res. 15-04; 2014 -2017 MOU]

SECTION D UNIFORM ALLOWANCE

The City agree to increase the annual uniform allowance for MPOA employees from $750 to $850 in fiscal year 2013-2014 and to $950 in fiscal year 2014-2015.

[Res.13-19; 2012 – 2015 MOU]

SECTION E SICK LEAVE BANK PAY-OFF

Upon separation from the City, any remaining members of the Montebello Police Officer's Association who currently have a "pre-annual leave system' sick leave bank balance will be paid off at the rate of half of the current rate of pay.

[Res. 08-29; 2008 reopener]

SECTION F CONVERSION TO DEFERRED COMPENSATION

It is recommended that the trial program of conversion of annual leave to deferred compensation be continued during the term of this agreement. The City agrees to meet and continue the discussion of possible amendments or enhancements to this benefit.

[Res. 05-11; 2005-2006 MOU]

SECTION G ADMINISTRATIVE LEAVE

It is recommended that effective January 1, 1995, Police Sergeants and Lieutenants will no longer be eligible to receive Administrative Leave. If the modified work schedule described in Section 3 above is not implemented by January 1, 1995, Administrative Leave will be credited to affected employees on a prorated basis for the 1995 calendar year based on the actual effective date of the modified work schedule. Thereafter, the sole compensation for overtime hours shall be pay or time off, subject to previously specified maximum accrual limits, at the rate of time and one/half.

[1994 MOU]

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SECTION H ON-CALL COURT TIME

A three-hour minimum shall be provided for "on-call" subpoenas on an employee's regular day off. The existing four-hour minimum for court appearances on an employee's regular day off remains in effect. Employees shall not be eligible for reimbursement for mileage incurred traveling to and from court in a personal vehicle related to reporting to subpoenas and court appearances.

[Res. 15-04, 2015 MOU]

ARTICLE III – RETIREMENT PROVISIONS

SECTION A CALPERS RETIREMENT TIES

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

Retirement Tier 1: Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

Retirement Tier 2: Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

SECTION B EMPLOYEE CalPERS CONTRIBUTIONS TO CALPERS

A. Classic CalPERS Members: The City agrees to pay a portion of the Classic CalPERS MPOA unit member's employee contribution as follows:

1). Effective July 1, 2019 and after MPOA ratification and City Council adoption of this MOU through December 31, 2019: The City shall pay a portion of the employee member contribution to CalPERS in an amount equal to 5% of pensionable income for all Classic CalPERS MPOA unit members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. During this period, the value of the employer-paid member contribution equal to 5% of pensionable income shall continue to be reported to CalPERS as compensation earnable pursuant to Government Code section 20636(c)(4). Each Classic CalPERS MPOA unit member shall contribute 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each individual Classic CalPERS MPOA unit member of 4%.

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2). Effective the first Pay period after January 1 2020 through December 31, 2020: The City shall pay a portion of the employee member contribution to CalPERS in an amount equal to 1% of pensionable income for all Classic CalPERS MPOA unit members. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified by Montebello Municipal Code section 3.28.020. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. During this period, the value of the employer-paid member contribution equal to 1% of pensionable income shall continue to be reported to CalPERS as compensation earnable pursuant to Government Code section 20636(c)(4). Each Classic CalPERS MPOA unit member shall contribute an additional 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS MPOA unit member of 8%.

3). Effective the first pay period after January 1, 2021: The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS MPOA unit members. Each Classic CalPERS MPOA unit member shall contribute an additional 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS MPOA unit member of 12%.

B. CalPERS PEPRA Members (as defined by CalPERS): CalPERS PEPRA MPOA unit members shall continue to pay their obligatory "half the actuarial normal cost of their pension benefit (as determined and regularly adjusted by CalPERS). The current one- half obligation for each PEPRA unit member is 11.25% but will increase effective July 2019 to 12.25%, with potential mandated upward adjustments thereafter (which shall be the full responsibility of the PEPRA MPOA unit member. The City is prohibited by laws governing PEPRAs from paying any portion of the member contribution for PEPRA members.

ARTICLE IV – POST-RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

A. Full-time active MPOA safety unit members hired prior to the date this ~~Tentative~~ Agreement is approved by the City Council (after MPOA ratification):

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MPOA for the 2003-2004 negotiations to all full-time MPOA members hired prior to the date this Tentative Agreement is approved by the City Council (following ratification by MPOA). The terms and eligibility requirements remain as follows:

1) The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime. Currently, continuation of benefits after a unit member's eligibility for Medicare is paid for the employee only (not to survivors) through a Trust Account to which the City currently contributes 1% of the unit member's salary. Should the Trust assets, at any fiscal year end, be less than three times the current annualized benefits due, the City and MPOA shall meet and confer.

2) The Retiree Health Benefit will not apply to the employee's survivors.

3) To be eligible, the unit member:

a) Must currently be employed as an active full- time safety unit member of the MPOA;

b) Must be at least 50 years of age (no minimum age requirement for disability retirement);

c) Must retire directly from the City of Montebello;

d) Must have at least 15 full- time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full- time employee of the City), or at least 10 full years of active City service at the time of disability retirement. To be eligible for lifetime retiree medical benefits, all 15 years of service (10 years for disability retirement) must be within the City of Montebello. Prior lateral service does not count toward retiree health benefits.

4) The monthly retiree benefit will be determined by the number of full years of City service multiplied by $25.00. The maximum benefit allowable will be calculated at 25 years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements. Examples of calculations are as follows: 15 years of City service multiplied by $ 25.00 = $375 per month; 25 years of City service multiplied by $25.00 = $ 625 per month, which is the maximum benefit allowable.

5) The monthly amount payable will be reduced by any amount paid by the City on the retiree' s behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

6) The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

7) The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion.

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B. Full- time unit members hired after the date this Tentative Agreement is approved by the City Council:

All full-time unit members hired after the date this Tentative Agreement is approved by the City Council shall only, commencing the month following one full month of retirement and continuing through the period prescribed by law, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

[Res 11-76; 2019-2021 MOU]

SECTION B TRUST ACCOUNT

Effective February 22, 2004, it is recommended that the City establish a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification for Medicare. The trust account will consist of a contribution of 1% of regular salaries, not including overtime, to be deposited per payroll cycle. Benefits will continue after Medicare eligibility at the same level as pre Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employee's survivors. The 1% salary contribution will be counted toward total compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than 3 times the current annualized benefits due, the City will meet and confer with the Police Association.

[Res. 04-13; 2003-2004 MOU]

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION A MONTEBELLO POLICE DEPARTMENT SWORN PERSONNEL ROTATION POLICY

September 2020 signed Rotation Agreement attached as APPENDIX A

SECTION B CHANGE IN SCHEDULE & BEAT MINIMUMS

It is recommended that the City adopt the patrol schedule that was developed as a collaborative effort between the Montebello Police officer's Association and the Police Administration to meet the City's budgetary reduction requirements. The aforementioned patrol schedule is intended to reduce mandatory beat minimums and provide the optimum coverage possible with the current Table of Organization. The City and the Montebello Police Officer's Association agree to meet to discuss the schedule, at the request of either party, within 6 months of implementation.

[2004-2005 MOU]

2016 Staffing Levels attached as APPENDIX B

SECTION C MILITARY SERVICE CREDIT AS PUBLIC SERVICE

It is recommended that the City's contract with the Public Employee's Retirement System be amended to add Section 21024 – Military Service Credit as Public Service.

[Res. 04-13; 2003-2004 MOU]

SECTION D LEVEL THREE SURVIVOR BENEFIT

It is recommended that beginning fiscal year 2000-01 the City will pay employee monthly cost of the Level Three Survivor Benefit.

[2000-2003 MOU]

SECTION E FINANCIAL DISCLOSURE

It is recommended that the financial disclosure provisions under Government Code Section 3308 be implemented for those assignments in which there is the propensity for bribes or other improper inducements to be offered. Accordingly, those individuals who are now or in the future assigned to Detectives both Adult and Juvenile, Narcotics, and Intelligence shall be subject to financial disclosure.

[1997 MOU]

SECTION F MODIFIED WORK PLAN

It is recommended that effective January 1, 1995 or as soon as practicable thereafter, a modified work schedule (example attached)be implemented that provides for at least three consecutive days off during one week and four consecutive days off during the other week in the two week pay period. This schedule will be implemented for all Police Sergeants and Lieutenants except those assigned to the training, detectives, traffic, or risk management units, who will work a 4/10 schedule. The 4/10 work schedule will consist of four ten hour days with three consecutive days off.

The modified work schedule will be evaluated by June 1, 1996 and every year thereafter for five years. The evaluation standards will be developed by the Police Chief, who will meet to discuss standards and their annual evaluation with the President of the Montebello Police Association. Issues to be evaluated and measured may include, but are not limited to, productivity, injuries, accidents, fatigue, all level usage, overtime, community policing, volunteerism priorities, and cost savings as a result of the schedule change. At the end of each evaluation period, if the standards

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and issues to be defined and measured do not meet with a satisfactory rating, scheduling will revert to the traditional 5/8 plan.

Those Police Sergeants and Lieutenants, who at the time of the signing of this agreement receive an additional two weeks' vacation annually as a result of implementing the 5/8 Plan in 1981, will no longer be granted this vacation effective January 1, 1995. If the City again reverts to a 5/8 Plan, those employees still eligible to receive two weeks' vacation per the stipulations of the MOUs dated August 19, 1981 and January 25, 1982, would again receive two weeks additional vacation annually.

[1994 MOU]

SECTION G WORK PERIOD AND OVERTIME

The City of Montebello has exercised its ability to take a statutory "7K" exemption for sworn police personnel. It is recommended that the work period for such employees shall be 14 days in length commencing on January 8, 1995 at 12:01 a.m. Effective July 1, 1996 in determining an employee's eligibility for overtime compensation in a work period, sick leave absences and unpaid leaves of absences shall be excluded from the total hours worked. Although the Fair Labor Standards Act dictates overtime compensation for all hours worked over 86 in a 14 day work period, the City will provide overtime compensation for all hours worked over 80 in the work period.

[1994 MOU]

SECTION H DETECTIVE CALL OUT

It is recommended that police officers designated as detectives who are called on their day off shall be guaranteed a minimum of four (4) hours compensation regardless of the actual number of hours called out effective July 2, 1989.
[1989 MOU]

SECTION I RANDOM TESTING

It is recommended that a program of random drug, including alcohol, testing be developed and implemented for Police Sergeants and Lieutenants. The parties have agreed in concept and will work together to define the details of the program prior to implementation.

[1994 MOU]

ARTICLE VI - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

Omar Rodriguez **Date**

Montebello Police Officers' Association President

René Bobadilla **Date**

City Manager

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Law Enforcement Experience

In order to test for the Corporal position officers shall have at least four (4) consecutive years of experience as full-time sworn Police Officers in the State of California. Lateral entry Officers shall have at least two (2) years of experience with the Montebello Police Department. All candidates must meet requirements set forth by the Montebello Civil Service Rules and Regulations and the City Personnel Department.

Evaluation rating Requirement

In order to test for the Corporal position, Officers must maintain a performance evaluation of 6.5 (above standard) overall rating on their most recent performance evaluation at the time of testing. Additionally minimum ratings shall be maintained in the following categories as follows:

1. Job Capacity	6.5
2. Job Accomplishment	6.5
3. Acceptance of Responsibility	6.5
4. Work Attitude and habits	6.5 (in areas A-D)
5. Human Relations	6.5
6. Public Impression Qualities	6.5
7. Judgment	6.5
8. Executive Ability Supervisory Qualities	6.5
9. Writing Ability and Oral Expression	6.5
Overall Evaluation	6.5

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Testing Process

The Employee Relation Department from the City of Montebello shall administer the testing process. The Corporal test shall be administered on an as needed basis. The process shall be divided into parts, a written and oral examination.

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The Written Test

The written promotional examination shall be selected and administered by the City Personnel Department. The content shall be relative to the Corporal position.

The Oral Examination

Only those Officers who pass the written test will be allowed to proceed to the oral examination phase. The oral interview shall be conducted and scored by raters from law enforcement agencies other than Montebello.

Selection Process

The Corporal selection shall utilize the same civil services rules that apply to the ranks of Sergeant, Lieutenant and Captain. The eligibility list shall be established based on an average of the applicant's scores in both examinations. A certified eligibility list shall be provided to the Chief of Police. The Chief of police can promote any Officer from the eligibility list.

Corporal Supervision

The Corporal Program shall be supervised and managed by the Sergeant or Lieutenant assigned that collateral duty by the Chief of Police. Direct supervision of and performance evaluations for each Corporal shall be the responsibility of the Corporal's immediate supervisor.

Corporal Expectation

Regardless of assignment, Corporals will be required to take on a leadership role. They will be expected to lead by example, to develop, train and motivate the other Officers they work with. Corporals will learn to be innovative problem solvers and excellent communicators. They shall understand, practice and support the organizational mission and values of the Montebello Police Department. They shall accept responsibility for a wide range of duties and strive to be advocates for both the department and the community.

Corporal Duties and Responsibilities

In addition to all general law enforcement duties and responsibilities required of a Police Officer, all Corporals shall also be required to perform the following duties delegated to them by a supervisor:

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(B)

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1. Field Training Officer (FTO)
2. Acting Sergeant
3. Direct and/or supervise the work of other police personnel
4. Conduct use of force investigations
5. Crime scene preservation and processing
6. Direct or facilitate in-service training for their unit or team
7. In the absence of a supervisor, take charge of incidents that require supervision
8. Organize and participate in neighborhood watch and community problem solving meetings
9. Develop, implement and direct problem solving strategies geared towards addressing crime problems and quality of life issues

The senior Corporal on each patrol shift may assume the role of the Field supervisor in the absence of a shift Sergeant. The senior Corporal in specialized units, General Detectives, Narcotic Bureau and traffic Bureau shall assume the role of unit supervisor in the absence of a regular supervisor.

Eligibility for Transfer

Corporals requesting transfers to a specialized unit shall have successfully passed his/her probation period of six months as a Corporal.

Corporals/Officers shall be eligible and considered for transfer to other Bureaus or specialized units within the Department, with the exception of designated positions in the table of organization that allows Officers to be assigned to Bureaus of Specialized positions. The general commitment period for a Corporal in a specialized unit is five (5) years and Officers one (1) year. The Chief of Police may, at his/her discretion, extend the commitment one additional year depending on the needs of the Department. The Chief of Police may transfer a Corporal/Officer prior to the end of their term. The Chief of Police on a case-by-case basis shall examine the commitment by Corporals committed to outside agencies and task forces if the assignment extends past the Corporals past 5-year assignment.

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Once a Corporal/Officer has completed his/her term he/she must have completed one full year of patrol service before appointment to a specialized unit.

A Corporal/Officer that is currently in a specialized unit may transfer to another specialized unit within his or her rotation. Upon transferring to another specialized unit the Corporal's /Officer's rotation time continues, until the end of his or her rotation period.

Transfer Positions

1. Narcotics Unit
2. General Detectives
3. Motor Officer
4. Traffic Officer
5. Mental Health Evaluation Team
6. K-9 Unit
7. Community Relations Unit
8. Other specialized positions as determined by the Chief of Police

On/Off-Duty Injuries

While in a specialized unit and a Corporal/Officer is injured while on duty, or suffers a work related illness his/her rotation time ceases. Once the Corporal/Officer returns to full or light duty his/her rotation time resumes to the completion of their five (5) year/one (1) year rotation time, however six months shall be maximum extension period for the combined on duty injury or job related illness/injury (5 ½ years maximum time in the assignment regardless of the number of injuries/illness).

Officers/Corporals on FLSA leave will have a one year maximum extension period per event necessitating the leave.

Officers who are assigned to specialized units who are off on Military leave will return back to their assignment. During that Military leave period, the Chief of Police may designate an Officer to fill the vacant position on a temporary basis.

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Temporary Re-assignment

While in a specialized unit, the five year rotation time will toll if any Corporal/Officer is removed from his/her position and placed in a temporary assignment outside the above listed transfer positions, such as acting Sergeant, patrol, or in a position that is necessary to fill as determined by the Office of the Chief of Police.

Once the Corporal/Officer returns to their assigned position their rotation period resumes to completion regardless of the time that they were reassigned. There would be no adjustment for the time if the assignment was merely a lateral move from one specialized unit to another specialized unit. **The Rotational Plan**

The Rotation plan will consist of No time Limit Position(s) and Rotational Position(s).

Non-Rotational Position(s)

There will be no time limit term for these Corporal positions.

The Police Administration Staff and unit supervisors will make recommendations to the Chief of Police as to who is eligible to hold the Non-Rotational Position(s). The Chief of Police will make the selection as to who will hold the Non-Rotational Position(s).

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

5 Year Rotational Positions(s)

This Corporal position will have a 5 year term as with the rotational plan. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/Officer at any time at his discretion.

One (1) year Rotational position Officer Assignments:

This Officer position will have a one (1) year term. The Chief of Police may at his/her discretion, extend the commitment one additional year depending on the needs of the Department.

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As described in Civil Service Rule (XIII. Section 230) the Chief of Police may transfer a Corporal/ Officer anytime at his discretion.

Balance rotation and non-rotation Positions

Detective Bureau- four (4) Corporal positions two (2) Officer positions.

2 Non-rotation Corporal Positions, two (2) –Five year corporal and two (2) Officer position (One year rotation)

Narcotics Bureau-Four (4) Corporal positions and two (2) Officer positions.

Two 2 Non-rotation Positions, Two (2)– Five year rotational positions and Two (2) Officer position (One (1) year rotation).

Traffic Unit-Five (5) Corporal/ Officer Positions Three (3) non-rotational corporal/officer and two (2) one year rotational positions.

Community Relations Unit – Two (2) corporal/officer five year rotation

Mental Health Evaluation Team – One (1) corporal/officer five year rotation

K-9 Unit- 2 Corporal Positions

The handler's for the K-9 position will be held for a term considered to be the life of the dog. If the dog is removed from service prior to the handler's first three years of service, he or she will be given another dog. Should the dog be removed from service after the handler's first three years of service, he or she may not be awarded another dog and should return to the Corporal Rotation.

In the event that department staffing levels or positional eligibility are not met, the Police Administration Staff will make recommendations to the Chief of Police as to who is eligible to hold Corporal / Officer Position(s) in specialized positions. The Chief of Police will make the selection as to who will serve in the Specialized Position(s).

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Corporal Insignia

Standard Corporal stripes (2 stripes)

This Rotation Agreement will be entered into the Montebello Police Officer's Association Memoranda of understanding.

This agreed upon Corporal Rotation Plan will supersede any previous Corporal Programs that have been used by this Department. This agreement will not start the time over again for Corporals/officer currently in specialized units. The five year time starts from when the Corporal was initially transferred from patrol to a specialized unit. This Corporal Program will be agreed upon by the City Manager, Chief of police and the Montebello Police Officer's Association.

9/30/2020

Omar Rodriguez Date

Montebello Police Officer's Association President

9.29.20

Brad Keller Date

Chief of Police

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APPENDIX B

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The following directive will be effective August 21, 2016. Any previous memo, directive, or order issued by any member of this department (past or present) on the topic of "beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty" is hereby countermanded.

This memo supersedes any previous memo, directive or order that addressed or addresses "beat minimums, staffing levels, or otherwise pertaining to the amount of patrol personnel on-duty" and will remain in force until such time the chief of police determines otherwise.

Purpose:

The purpose of this directive is to establish a guideline in determining desired and mandatory staffing allocation in patrol to meet the needs of the community and the department.

Ultimately the long-term goal is to implement policy to address our staffing needs not only in patrol but throughout the department (see strategic goals below).

Background:

Traditionally our department has not used the extensive data available to determine appropriate staffing levels or deployment needs.

As we move forward it is the goal of the Department to formalize staffing levels based on workload-based models including peak workload data that has been studied and proven to be the best approach to make staffing decisions.

We are in the process of analyzing our department's data in order to effectively deploy personnel. This is the first step in formalizing our staffing needs by issuing this directive for short term staffing needs.

The below test model with the addition of SPU and other adjustments to special unit assignments will help us better determine our patrol staffing needs in the future.

Additionally the manner in which calls for service (CFS) are assigned and when they are assigned needs to be examined. For this purpose this directive will address the watch commander's responsibility when determining when discretionary self-initiated activity should be limited to emergency observations only with the emphasis of patrol personnel remaining available for emergency calls for service.

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Strategic Goals:

The goal of implementing the peak workload staffing approach and specialized unit staffing is to provide the most effective possible response to law enforcement emergencies, neighborhood problems and traffic enforcement. This approach to calls for service facilitates problem solving, provides a concentration of personnel in neighborhoods experiencing higher crime levels, and allows significant flexibility in deploying available resources to address emerging crime trends. The five strategic goals listed are the framework for this plan and future direction of the department.

- Reduce Residential and Commercial Burglaries
- Reduce Grand Theft Auto
- Reduce Violent Crime
- Decrease Traffic Collisions
- Decrease Calls for Service related to the Mentally Ill and Homeless

Short term staffing directive:

As we continue to study and analyze information it is the direction of the Chief of Police to establish two methods of determining the staffing levels in patrol for the short term. These staffing levels are determined by information available to us now and will more likely change as we move forward.

Both methods have been determined by a number of factors including but not limited to; days and times of the week/month/year that through preliminary research and analysis show an increase or decrease in field activity; anticipated increase in field activity due to special events; certain holidays, or other activity that one can reasonably anticipate an increase in field activity may occur; [and] the amount of sworn able bodied personnel on-duty and in the City at any given time.

The two levels are desired “soft” staffing levels and mandatory “hard” staffing levels.

Desired “soft” staffing levels:

Desired “soft” staffing levels are the optimal amount of personnel deemed appropriate but not necessarily deemed mandatory to meet the needs of the community and the department.

As one will notice at any given time there is the potential to have anywhere from a minimum of eight patrol personnel, including field supervisor and watch commander, to fourteen field

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personnel including the above and special assignments not including detectives, narcotics and other sworn personnel on-duty at any given time.

The desired "soft" staffing levels are described as follows:

- Team One - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Two - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Three - six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic);
- Team Four - seven (7) patrol personnel on Thursdays and eight (8) on Fridays and Saturdays not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic).

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

Using special units to supplant patrol to meet soft staffing levels is not permitted unless approved by the duty chief.

Mandatory "Hard" staffing levels:

Mandatory "hard" staffing levels are the amount of patrol personnel deemed appropriate and necessary to meet the needs of the community and the department.

The Mandatory "hard" staffing levels for patrol personnel are described as follows:

Team One

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
  - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

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Team Two

- Monday - Wednesday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
    - If no special assignment personnel are on-duty this number increases to five (5)
- Sunday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Three

- Wednesday - Friday four (4) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
    - If no special assignment personnel are on-duty this number increases to five (5)

- Saturday five (5) patrol personnel, not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)

Team Four

- Thursday five (5) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
    - If no special assignment personnel are on-duty this number increases to six (6) until 0200 hours
- Friday - Saturday six (6) patrol personnel not including field supervisors, watch commanders, and special assignments (SPU, Mental Illness Officer, Traffic)
    - If no special assignment personnel are on-duty this number increases to seven (7) until 0400 hours

When four patrol personnel are deployed on these teams the call signs and geographical coverage will change from beat assignments (A through F) to district assignments (1 through 4) based on our district Policing Model.

To distinguish from beat assignment to district assignments the call signs for each district will be designated by team (Team 1,2,3, or 4) the letter Z-Zebra and the applicable district (1,2,3,or 4). For example; team 1 district 1 call sign will be 1Z1, team 1 district 2 call sign will be 1Z2 and so on.

The watch commander shall have the discretion, based on the needs of the community and the department, to increase staffing levels on a case by case basis. This could include ordering in additional personnel if necessary. The watch commander should determine if the

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augmentation of on-duty special assignment personnel is sufficient personnel for emergency use.

In the event the "hard" minimums indicated above are not met due to unanticipated vacancies the watch commander shall order other available patrol personnel to work to meet the hard minimums.

Special unit personnel shall not be used to supplant patrol personnel to meet hard minimums unless approved by the duty chief.

Maximum staffing and tactical deployments:

The following holidays and events are considered maximum staffing days with no time off guaranteed for on-duty personnel and all off duty patrol personnel are subject to working mandatory overtime based on departmental staffing needs (this list does not exclude other days being identified as maximum staffing days based on departmental needs):

- New Year's Eve
- Armenian Commemoration Events typically April 22, 23, and 24th.
- July 4th
- City 5K and Parade typically in the month of October.
- Hearts of Compassion Food Distribution (one Saturday in November and one Saturday in December)
- Christmas at the Cannon, December 24th

Each maximum staffing day will be identified on the bid list for the shift affected. When bidding for a team staff should consider the above and plan appropriately.

Requesting time off:

It is the goal of this department to afford time off to those requesting with notice.

Notice will be defined as follows: Time off request should be submitted no later than 72 hours prior to the requested day(s) off. Request within less than 72 hour notice will be determined on a case by case basis by the on-duty watch commander.

Overtime to cover requests within less than 72 hour notice will not be permitted unless approved by the duty-chief.

Extended time off, three or more consecutive days, should be submitted at least one month in advance. In most instances vacation time will be granted excluding those requests falling on, near, or during maximum staffing events described above.

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Calls for Service:

The watch commander has the discretion to determine when any call for service should be held until sufficient patrol personnel are available. Likewise the watch commander may determine that self-initiated discretionary activity be reserved for emergency action only when staffing levels do not permit for such discretionary activity.

Response time to the highest priority call must still remain as rapid as possible, which include those that pose danger to the lives of citizens and/or police officers and present the opportunity to arrest an alleged offender.

Response times are not exclusively staffing driven. Balancing patrol district to minimize travel distances, and hence response times, allows for maximizing rapid response while controlling staffing.

Call prioritization is crucial in achieving response time goals. The proper priority classification and assignment of calls can eliminate unnecessary high speed responses. The goal is to provide the quickest and safest response time to all calls for service, providing the service excellence for the safety of our community.

When the watch commander determines there are not sufficient units available for self-initiated discretionary activity he or she should notify communications to inform patrol staff of such. Communications should notify patrol personnel to remain 10-8 until further notice.

When patrol personnel are informed to remain 10-8 no unit should commit themselves to any activity unless it is an emergency. This includes going out of service for breaks.

Special Problems Unit:

The Special Problems Unit's (SPU) focus is on crime prevention and control. Their duties range from assisting the community with on-going concerns, proactive enforcement, assisting detectives and special projects. Officers utilize a variety of enforcement strategies including marked and unmarked vehicles, bicycles, foot patrols, plainclothes and uniform assignments. Four officers are assigned to the SPU. Their days and hours are determined by the Detective Lieutenant. The SPU is not included in "hard" staffing levels.

Mental Evaluation Unit

The Mental Evaluation Team (MET) consists of a sworn officer who is partnered with a clinician from the Los Angeles County Department of Mental Health (DMH). The MET provides additional resources to patrol by responding to and handling calls involving the mentally ill and homeless. The partnership with Department of Mental Health affords the Police Department

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the ability to offer increased service to those individuals who need access to mental health services in an efficient manner. The MET should be on-duty 0800-1800 hours Monday – Thursday. The MET is not included in "hard" staffing levels. The call sign for the MET will be MET One.

Apprehension canine teams:

The apprehension canine teams consists of two K9 teams. The K9 teams provide patrol officers with assistance ranging from tracking of and search for suspects, article searches, and assist with high-risk situations such as high-risk traffic stops. K9 teams should function primarily as cover units and when available be assigned as the backup unit for most calls for service requiring two units. They may be assigned by the Watch Commander to other functions based on the needs of the watch at the time.

K9 teams should not be assigned to handle matters that will take them out of service for extended periods of time unless absolutely necessary and only with the approval of the Watch Commander. K9 teams can be assigned report calls that do not require an extended time out of service.

An apprehension K9 team should be on-duty 1600-0400 hours Sunday, Monday, Tuesday, Thursday, Friday, and Saturday. Canine Officers are included in "hard" staffing levels when on-duty and not in training.

Narcotic detection canine:

The narcotic detection canine (K9) team consists of one team. This team is trained to search for and detect the presence of narcotics. This team will bid for a shift pursuant to policy and be counted as part of the hard staffing levels in patrol.

Traffic Enforcement Response Officer:

The Traffic Enforcement Response (TER) Officer targets speeding and other traffic enforcement issues in the city. The TER Officer works primarily day shift and focuses his or her efforts on traffic accident reduction at intersections with the highest traffic accident rates and by rotating enforcement in school zones in the morning and afternoon high activity times.

The TER Officer also handles traffic complaints from citizens regarding on-going traffic concerns in neighborhoods. The TER Officer is not assigned to investigate traffic collisions unless otherwise assigned. The TER officer will be designated as such by the scheduling watch commander when staffing levels permit. His or her call sign will be T-2 (Tom 2).

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Traffic Bureau:

Traffic Bureau Officers are responsible for investigating traffic collisions, hit and run investigations and all fatal vehicle accidents. They also conduct DUI and special enforcement details. Traffic Bureau Officers are not included in "hard" staffing levels.

Note: All special unit supervisors, with the exception of K9, shall submit a weekly schedule to all supervisors and command staff prior to the start of the work week.

Summary and conclusion:

It has become necessary to examine our approach to patrol functions in order to best determine when patrol personnel are deployed and how many patrol personnel are deployed at any given time. The concept of "beat minimums" is outdated and not the best approach to provide superior service to the community we serve.

The concept of peak work load staffing is well studied and proven to work throughout the country. As we continue to analyze data we will modify this plan to meet our needs as a department and for the community, using the peak work load staffing approach.

The peak work load staffing approach may include adjusting start and end times for patrol personnel. Everyone starting at the same time and ending their watch at the same time is an outdated model, not to mention there is no overlap. In order to accomplish briefing and briefing training we will explore the option of one day a week standard start times for patrol teams. With the briefing book being readily available via MDC briefing items of concern should not be an issue.

District policing is another concept that has been well studied and proven to work. The data will be analyzed to determine the appropriate district boundaries based on several factors such as response time, number of calls for service and call type.

It is no secret that crime is increasing throughout the country, Montebello is no different. Increases in crime can be attributed to a number of factors which most recently can be attributed to new legislation. In November it is expected that recreational marijuana use in California will be legal. Other states with legal recreational marijuana use have experienced an increase in calls for service and crime in general particularly DUI, petty theft and traffic collisions.

As laws change, so must the approach to enforcing those laws, which is the intent here. It is the desire of this administration that our staff will embrace and contribute to the changes set forth here and in the future.

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APPENDIX C

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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.
B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.
C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/12/2021)

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APPENDIX D

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.

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2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/12/21)

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APPENDIX E

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2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*

15	288 hours	425 hours	288 hours*
16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	**Less than 5 years**	**5 but less than 15**	**15 or more**
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello Supervisors' Association	480	520	560
Montebello Mid-	480	520	560

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Management Association			
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.
2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.

3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.
7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

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D. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

E. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

F. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

G. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/12/2021)

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APPENDIX F

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2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral s continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a

full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member' s 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello
Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase

After 25 years of full-time service 5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's I1th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member’s 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CaIPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service 1. 5 % base salary increase

After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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APPENDIX G

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be

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deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/12/21)

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APPENDIX H

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.

2. The City's total compensation package shall comply with all applicable state and federal laws.

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3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the

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City knows that the employee or family member does not have the alternative coverage.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/12/21)

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APPENDIX I

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

Each department will keep track of their employees' education and training. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

Degree or Certificate	Compensation
A.A. or Intermediate POST	$250/month
B.A./B.S. or Advanced POST	$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

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The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	$150/month
Management Certificate	$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

[Res. 15-89, 2015 – 2017 MOU]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
B. $ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
C. $ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

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DEGREE OR CERTIFICATE	INCREASE FROM	INCREASE TO
A.A. or Intermediate POST	$150/month	$250/month
B.A./B.S. or Advanced POST	$300/month	$400/month

Supervisory $150/month

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of $150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

[Res. 15-04; 2014 -2017 MOU]

(Revised: 04/14/2021)

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ATTACHMENT K

RESOLUTION NO. 21-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO CITY EMPLOYEES' ASSOCATION (MCEA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MCEA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT L).

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

SECTION 1: The MOU between the City of Montebello and the MCEA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-67 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 28th day of July 2021 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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND
MONTEBELLO CITY EMPLOYEE ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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THE CITY OF MONTEBELLO CITY EMPLOYEES' ASSOCIATION

PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello City Employees' Association (MCEA)** , and have reached an agreement to recommend that the City Council take the actions identified in this successor Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-42 adopted by the City Council on April 22, 2019, as well as all prior MOUs, side letters and agreements between the City and the Montebello City Employees' Association (MCEA).

ARTICLE I – IMPLEMENTATION

SECTION A TERM

Period Covered. 3 Years. From 1/1/2019 To 12/31/2021.

SECTION B RECOGNTION

The **Montebello City Employees' Association (MCEA)**, is the exclusive representative of the employees in the general bargaining unit currently of the listed in APPENDIX A; a bargaining unit for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during "Meet and Confer" sessions and shall be considered adopted by reference in this MOU and remain in effect except as specifically modified herein. This includes the following specific City policies:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
g. 2.060.227 Longevity Pay

h. 2.060.517 Educational Reimbursement Programs
i. 2.060.504 Employee Compensation and Benefits
j. 2.060.516 Jury Duty Compensation

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

SECTION F EMPLOYEE LISTS

The City will provide the Association with the necessary contact information about bargaining unit members to allow Association to conduct Association business on behalf of those members.

SECTION G FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation and understanding between Management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the understanding of the parties reached as a result of good faith negotiations regarding wages, hours and other terms and conditions of employment covered by this Memorandum. This Memorandum of Understanding memorializes the terms and conditions for members of the bargaining unit as well as modifications of other existing City rules and policies. All other City rules, policies, and regulations shall be considered incorporated, by reference, in this MOU. Unless the parties mutually and voluntarily agree to do so, neither may be obligated to negotiate over matters covered by this Agreement or over other matters within the scope during the term of this Agreement.

ARTICLE II – COMPENSATION

SECTION A SALARY INCREASES

City employees covered under this MOU shall receive:

a. Classic CalPERS members:
   i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU [April 22, 2019].

   ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020.

   iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021.

b. New CalPERS members (" PEPRA members"):

i. Three percent (3%) base salary increase effective first pay period after City Council adoption of this MOU [April 22, 2019].

ii. Four percent (4%) base salary increase effective first pay period after January 1, 2020.

iii. Four percent (4%) base salary increase effective first pay period after January 1, 2021.

SECTION B STAND-BY PAY

The City agrees to add Tree Trimmer, information Systems Technician I and Information Systems II to the list of positions eligible for Stand-by Pay.

[Res. 14-79, 2014-2015 MOU]

SECTION C STAND-BY PAY (2)

Stand-by pay for employees required to remain available for work shall be two hours on weekdays and three hours on weekends and holidays. The City also agrees to add Building Maintenance Tradeworker I and Building Maintenance Tradeworker II to the list of positions eligible for stand- by pay.

[Res. 07-66, 2007-2009 MOU; Res. 14-36, 2014 – 2015 MOU]

SECTION D ASSIGNMENT PAY

The City agrees to amend Resolution 13- 120 resetting special assignment compensation adopted by City Council on November 11, 2013 to add a 7% Assignment Pay for a Building Maintenance Tradeworker II who - possesses a valid State of California Electrician Certification.

[Res. 14-36, 2014 – 2015 MOU]

SECTION E UNIFORM ALLOWANCE

The City agrees to increase the annual uniform allowance from $450 to $500 per year for all members required to wear a uniform while on the job.

[Res. 14-36, 2014 – 2015 MOU]

SECTION F TOOL ALLOWANCE

The City agrees to increase the annual tool allowance from $ 400 to $ 450 per year for the positions of Golf Cart Mechanic and Golf Course Equipment Mechanic.

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[Res. 14-36, 2014 – 2015 MOU]

SECTION G SICK LEAVE BANK PAY-OFF

Upon separation from the City, any remaining members of the Montebello City Employee's Association who currently have a "pre-annual leave system" sick leave bank balance will be paid off at the rate of half of the current rate of pay.

[Res 08-33; 2008 reopener]

SECTION H SHIFT DIFFERENTIAL

Shift differential for Montebello Police Dispatchers working the graveyard shift will be increased from $100 per month to $125 per month.

[Res 07-66; 2007-2009 MOU]

SECTION I ANNUAL LEAVE CASH OUT OR CONVERSION

All full-time members of the Montebello City Employee's Association with a minimum of 280 hours of annual leave may elect to either cash out or convert to the City's Deferred Compensation 457 Plan up to 50 hours annually. The cash out or conversion period will occur only once annually. Employees must submit requests for cash out or conversion during the first two weeks of October of each year. The first paycheck received in November of each year will reflect the cash out of conversion of annual leave. The member of the bargaining unit must have 380 hours of annual leave at the time the request for cash out or conversion to the Deferred Compensation Plan is submitted.

[Res 07-66, 2007-2009 MOU; Res 15-59, 2015 – 2016 MOU]

ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

1. **Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

    a. CalPERS retirement formula is 2.7% @ 55

2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013 and who

are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

a. CalPERS retirement formula is 2.0% @ 62

SECTION B EMPLOYEE CALPERS CONTRIBUTION

1. The City agrees to contribute the entire employee member contribution equal to (8%) of pensionable income to CalPERS for all classic members in the bargaining unit from July 1, 2018 to the first pay period after January 1, 2020 All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3. 28. 020, and the Transportation Enterprise Fund where applicable. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS.

2. Effective first pay period after January 1, 2020, the City agrees to pay a portion of the employee member contribution to CalPERS in the amount equal to (4%) of pensionable income for all classic members in the bargaining unit. All such contributions shall be paid solely from funds from the Retirement Special Revenue Fund, as codified in Montebello Municipal Code Section 3. 28.020, and the Transportation Enterprise Fund where applicable. The parties agree that in no event shall General Fund revenues be obligated to pay the employee member contribution to CalPERS. Effective the first pay period after January 1, 2020, the classic members shall contribute the remaining amount of the employee member contribution, which is equal to 4% of pensionable income.

3. Effective the first pay period after January 1, 2021, all classic members in the bargaining unit shall pay the entire amount of the employee member contribution equal to (8%) of pensionable income to Ca1PERS. Effective the first pay period after January 1, 2021, the City will no longer make any contributions towards the employee member contribution to CalPERS, unless mutually agreed upon by the parties.

4. Any new members in the bargaining unit considered "New Ca1PERS members" under the Public Employees' Pension Reform Act (PEPRA), shall continue to pay their obligatory half the normal cost." The City is prohibited by PEPRA from paying any portion of the member contribution for New CalPERS members.

This agreement shall supersede and entirely replace any and all effective side letter agreements between the City and MCEA regarding the payment of the employee member contribution.

ARTICLE IV – POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

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The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A (APPENDIX I), to all full-time members in the bargaining unit that are currently employed by the City as of the date that the MOU is adopted. Eligible members of the bargaining unit must have completed a minimum of (15) years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part- time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying. Upon implementation of the Retiree Health Benefit, the City ceased all contributions to the 401(a)(h) Plan for all members in the bargaining unit.

All part-time employees in the bargaining unit that are currently employed by the City as of the date that the MOU is adopted shall be eligible to receive the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as outlined in Resolution 04-08A, in the event that they become full- time employees in the future without a break in service. Those eligible part-time employees in the bargaining unit must have completed a minimum of (15) years of service as a full-time employee to receive the Retiree Health Benefit. Years of City service in a part-time position do not count toward the prerequisite years of service or eligibility and will not be considered as qualifying. All full-time employees in the bargaining unit that are hired after the date that this MOU is adopted shall only receive the minimum health premium contribution as set forth in Government Code section 22892.

[Res. 19-42, 2019-2021 MOU]

ARICLE V - MISCELLANEOUS PROVISIONS

SECTION A PROTECTIVE EQUIPMENT

Property & Evidence Technicians in the Police Department shall be provided body armor at their request subject to their compliance with the Department's written policy on use of body armor.

[Res. 14-36, 2014 – 2015 MOU]

SECTION B PERSONAL LEAVE

Those MCEA members who worked 20 hours or more on or before July 1, 2012 and subsequently had their hours reduced to below 20 hours will be .eligible to accrue personal leave time at the rate of nine (9) hours per month, irrespective of eligibility for enrollment in the City's health insurance package. This change shall be retroactively applied to July 1, 2012. Personal leave may be used for vacation, sick or other personal reasons. Personal leave time may be accumulated up to a maximum of 80 hours.

[Res 13-02, 2012-14 MOU]

SECTION C EMPLOYEE STATUS

Full-time employees are defined as employees who are regularly scheduled and expected to work 80 hours or more in a bi-weekly pay period. Part-time employees are defined as employees who are regularly scheduled and expected to work less than 80 hours in a bi-weekly pay period. All references to limited hourly and regular hourly, for purposes of MCEA employees, shall be replaced with part-time.

[Res 13-02, 2012-14 MOU]

SECTION D WORK SCHEDULE

The City has exercised its discretion and determined that as soon as is practicable, on or after July 1, 2010, City Hall and City Hall-related satellite office(s) shall be closed each Friday. Concurrent with such closure(s) the work schedule of unit members shall be modified to a 4/10 schedule. However, neither the closure(s) or the 4/10 work schedule shall be applicable to unit members assigned to public safety operations (for example, only dispatchers) or to other personnel assigned to other City functions which operate in addition to and/or other than a Monday through Friday schedule.

The City Council is vested with the rights to exercise its discretion by reinstating the work schedule and City Hall hours of operation which existed immediately prior to implementation of the changes described in this Section 5.

[Res 10-42, 2010 – 2011 MOU]

SECTION E CTO BANK CAP

The CTO bank cap will be increased from the maximum allowable of 80 hours to a maximum allowable of 120 hours.

[Res 07-66; 2007-2009 MOU]

SECTION F DISCIPLINARY APPEAL PROCEDURE

Members of the MCEA bargaining unit who elect to appeal major discipline, not to include minor discipline, verbal or written reprimands, will be entitled to a full evidentiary hearing before the City Administrator, his/her designee or an impartial third party. If an impartial third party is chosen, the hearing officer shall be mutually agreed upon from a list provided by the State Mediation Service. The cost of the hearing shall be born by the "non-prevailing" party. If there is no clear "non-prevailing" party, the cost of the hearing shall be shared. The finding of the City Administrator, his/her designee, or the impartial third party shall be binding.

Parties will meet to discuss provisions for the full hearing process no later than September 30th, 2007.

The City agrees to optional, non-binding mediation for disciplinary appeals.

Minor disciplinary appeals may be addressed through the City's existing grievance policy, Administrative Policy V-B-40, which pertains to full-time unclassified employees.

[Res 07-66, 2007-2009 MOU]

SECTION G FEDERAL HOLIDAYS

The City agrees to include all federally recognized holidays on the annual holiday resolution recommended to the City Council for approval.

[Res 07-66, 2007-2009 MOU]

SECTION H JOINT LABOR-MANAGEMENT COMMITTEE

The City agrees to establish a joint Labor-Management Committee to meet quarterly to discuss issues brought by the Montebello City Employees Association or the Employee Relations Department.

[Res. 07-66, 2007-2009 MOU]

ARTICLE VI - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

_____

Jacob Castillo Date

Montebello City Employees' Association President

_____

René Bobadilla Date

City Manager

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The Montebello City Employees' Association

REPRESENTED CLASSIFICATIONS

ACCOUNT CLERK I
ACCOUNT CLERK II
ACCOUNTANT
ADMINISTRATIVE ANALYST (HOURLY - OVER 1000 HOURS)
ASSISTANT PLANNER
BUILDING PLAN CHECKER
BUILDING MAINT TRADEWORKER I
BUILDING MAINT TRADEWORKER II
BUILDING PERMIT TECHNICIAN
CLERICAL ASSISTANT (HOURLY - OVER 1000 HOURS)
CLERK TYPIST
CODE ENFORCEMENT COORDINATOR
CODE ENFORCEMENT TECHNICIAN (HOURLY - OVER 1000 HOURS)
CODE ENFORCEMENT
OFFICER
COMBINATION BUILDING INSPECTOR
COMMUNITY DEVELOPMENT ANALYST
COMMUNITY SERVICES COORDINATOR
COURT LIAISON
ENGINEERING TECHNICIAN
FIELD MAINTENANCE WORKER (HOURLY - OVER 1000 HOURS)
FINANCE TECHNICIAN (non-confidential)
FIRE INSPECTOR
GOLF CART ATTENDANT (HOURLY - OVER 1000 HOURS)
GOLF CART MECHANIC
GOLF COURSE EQUIPMENT MECHANIC
INFORMATION SYSTEMS ANALYST
INFORMATIONS SYSTEMS TECHNICIAN I
INFORMATION SYSTEMS TECHNICIAN II
MAINTENANCE WORKER
MAINTENANCE WORKER (HOURLY - OVER 1000 HOURS)
PARKING CONTROL OFFICER
POLICE COMMUNITY SERVICE OFFICER
POLICE DISPATCHER I
POLICE DISPATCHER II
POLICE RECORDS TECHNICIAN
POLICE TRAINEE
POOL MANAGER (HOURLY - OVER 1000 HOURS)

PROPERTY & EVIDENCE TECHNICIAN
RECREATION LEADER I (HOURLY - OVER 1000 HOURS)
RECREATION LEADER II (HOURLY - OVER 1000 HOURS)
RECREATION LEADER III (HOURLY - OVER 1000 HOURS)
RECREATION LEADER IV (HOURLY - OVER 1000 HOURS)
RISK MANAGEMENT ASSISTANT
SECRETARY
TELECOMMUNICATIONS TECHNICIAN
TREE TRIMMER

2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Firefighters' Association	$100
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello City Employees' Association	$80
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.

B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.

C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/xx/2021)

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

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1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/xx/21)



2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*
15	288 hours	425 hours	288 hours*
16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	Less than 5 years	5 but less than 15	15 or more
Montebello Firefighters' Association	440	480	520
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello City Employees' Association	480	520	560
Montebello Supervisors' Association	480	520	560
Montebello Mid-Management Association	480	520	560
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. MONTEBELLO FIREFIGHTERS' ASSOCIATION

All Fire Safety new hires will be implemented into the City's Annual Leave System. The accrual rates for the Annual Leave System will be as follows:

Years of Service	Hours per pay period	Annual Allotted Hours
0-4 years	13.38	348
5-9 years	15.50	403
10-14 years	15.92	414
15 years	16.35	425
16 years	16.77	436
17 years	17.19	447
18+ years	17.62	458

The maximum number of hours that may be accrued will be as follows:

Years of Service		Maximum Allowable Accrued Hours
0-4 years		440 hours
5-14 years		480 hours
15 years + 1 month		520 hours

All members of the Montebello Firefighters' Association employed on the date of ratification of the provision will remain on the vacation/holiday/sick bank system.

[2008 reopener, correction letter dated 6/30/2008]

D. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.

2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.
3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues

to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.

7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

E. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

F. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

G. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

H. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/xx/2021)

2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a

full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after MCEA ratification and City Council adoption of this MOU, each MCEA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-42, 2019-2021 MOU]

MONTEBELLO FIREFIGHTERS' ASSOCIATION

A. Upon the adoption of this MOU amendment, for longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVCE:

For full-time City of Montebello employees who are in the MFA unit as of October 1, 2019, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with ten (10) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

B. Beginning with the first pay period after completion of ten (10) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 15th year of full-time City firefighter unit member service, the unit member shall receive 3% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

C. Beginning with the first pay period after completion of fifteen (15) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 20th year of full-time City firefighter unit member service, the unit member shall receive 4½% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

D. Beginning with the first pay period after completion of twenty (20) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 25th year of full-time City firefighter unit member service, the unit member shall receive 6% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

E. Beginning with the first pay period after completion of twenty-five (25) years aggregate active service as a full-time City firefighter unit member and continuing for the unit member's remaining years of full-time City firefighter unit member service, the unit member shall receive 7.5% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

[Agreement 3581, 2019 -2021 MOU Amendment]

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MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

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C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

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FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1.5 % base salary increase
After 15 years of full- time service	2.5 % base salary increase
After 20 years of full- time service	3.5 % base salary increase
After 25 years of full-time service	5.0 % base salary increase

B. A one and half (1.5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3.5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be

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deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/xx/21)

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.
3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

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b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/xx/21)

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2.060.516 Jury Duty Compensation

Purpose

To establish a policy and define the procedure to be utilized concerning jury duty.

Policy

A. An employee of the City, who is in receipt of a juror summons and is required to serve, shall be paid up to 10 days of regular salary and benefits during each fiscal year while engaged in such activity on his or her regularly scheduled work days.

B. Compensation shall extend beyond the 10 days of salary and benefits only if the employee presents to the City a certified court document showing that a trial counsel and/or an official of the court estimated that the trial for which the employee was selected as a juror had been estimated to be concluded within the number of days remaining on the employee-juror's service period, not exceeding a maximum of 10 days. Under such circumstances, the employee shall receive his/her regular salary, minus any payments or fees received as a juror. The employee must remit any court or jury duty payments, excluding mileage reimbursement, to the City of Montebello.

Procedure

A. Upon receipt of a jury summons, the employee is to notify his/her immediate supervisor, providing a copy of the summons, and follow all court-required procedures.

B. At the first available opportunity after reporting to the court for service, the employee should notify the jury supervisor or appropriate court official that he or she is limited to 10 days of paid service.

C. Many courts utilize a system requiring jurors to call in daily to receive assignment. The employee must notify his or her supervisor of the "call in"

status. Unless ordered to report to court for service, the employee must report to work, if it is a regular workday. If ordered to report to court for active service, the employee must immediately notify his or her supervisor of the court assignment.

D. Upon being released from jury service, the employee must present proof of service from the court to his or her immediate supervisor on the next working day following the conclusion of service.

E. Any jury duty payment received from the court, minus mileage payment, which may be retained by the employee, shall be forwarded to the Payroll Division of the Finance Department upon return to work.

(Prior Policy #V-B-16, 07/09/82; AUTHORITY: C/ADMIN)

(Revised: 07/09/82, 09/90, 09/96, 12/13/96; 12/05; DTBD)

RESOLUTION NO. 04-08A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO SPECIFYING CERTAIN EMPLOYEE BENEFITS AND EMPLOYMENT CONDITIONS FOR DESIGNATED NON-REPRESENTED EMPLOYEES.

SECTION 1. That effective January 1, 2004, the City's maximum contribution to the existing health, dental, life and vision insurance coverage shall be increased by $40.00 for 2-party coverage and by $50.00 for 3-party coverage as follows:

COVERAGE	REQUIRED PERS	ADMIN FEE	FLEXIBLE BENEFIT CONTRIBUTION	TOTAL CITY CONTRIBUTION
1 Party	$32.20	$ 5.00	Varies	Fully Paid
2 Party	$32.20	$ 9.00	$695.65	$736.85
3 Party	$32.20	$12.00	$918.99	$963.14

SECTION 2. That effective January 1, 2005, the City will provide a benefit to qualified retired employees for the purpose of providing eligible retirees with funds to be applied toward health insurance coverage.

Eligibility for the retiree benefit is as follows:

- Must be employed as an active full time employee on January 1, 2005
- Must be at least 50 years of age
- Must retire directly from the City of Montebello
- Must have at least 15 full years of active City service as a full-time employee at the time of service retirement or at least 10 full years of active full-time City service at the time of disability retirement

  The required years of City service does not have to be the result of contiguous employment, however the employee's last 5 years of employment prior to retirement must be as an active full-time employee of the City of Montebello

- The retiree benefit for qualified disability retirements will be calculated in the same manner as for service retirements

The monthly benefit will be determined by the number of full years of City service multiplied by $25.00. The maximum benefit allowable will be calculated at 25 years of City service. Examples of the calculations are as follows:

- 15 years of City service multiplied by $25.00 = $375 per month
- 25 years of City service multiplied by $25.00 = $625 per month, which is the maximum benefit allowable.

The monthly amount payable to the retired employee will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City of Montebello for any local, state or federal government retirement or medical plan or law.

The retiree will begin receiving the benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualifies for Medicare under the Federal Social Security Act.

The City of Montebello will issue a warrant to the retired employee on a monthly basis for the amount for which the employee qualifies under the plan. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health plan of their choice or may choose not to enroll in a health plan at their discretion with no effect on the benefit.

The City will establish a notification procedure to determine continued eligibility.
The City of Montebello has the right to recover any overpayments issued in administering the plan.

SECTION 3: That effective January 1, 2005, designated non-represented employees shall be ineligible to participate in the City's 401 (a) (h) Supplemental Retirement Program.

SECTION 4: That the City Clerk shall certify to the adoption of this resolution and distribute copies to the Director of Administrative Services and Controller, and that the same shall be in full force and effect.

APPROVED AND ADOPTED this 11TH day of February 2004.

Norma López-Reid

Norma Lopez-Reid, Mayor

ATTEST:

Robert J. King

Robert J. King, City Clerk

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

I, ROBERT J. KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No.04-08A was duly and regularly approved and adopted by the Montebello City Council at their regular meeting held on the 11th day of February 2004, as approved by law by the following vote:

AYES: Members: Molinari, Saucedo, Vasquez, Bagwell, Lopez-Reid

NOES: Members: None

ABSTAIN: Members: None

ABSENT: Members: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 11th day of February 2004.

Robert J. King, City Clerk

(resoatst)

ATTACHMENT M

RESOLUTION NO. 21-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPOVING A COMPREHENSIVE MEMORANDUM OF UNDERSTADING AND THE TERMS AND CONDITIONS OF EMPLOYMENT AFFECTING THE DESIGNATED MONTEBELLO FIREFIGHTERS' ASSOCATION (MFA) EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

RECITALS

WHEREAS, the City of Montebello values the work of all its employees and seeks to maintain fair and mutually beneficial terms and conditions of employment for the good of the City and the employees, and

WHEREAS, representatives of the City and representatives of the bargaining unit named above have met, conferred, and negotiated in good faith regarding wages, hours and working conditions. As a result of such good faith negotiations, the City and the MFA have developed the Comprehensive Memorandum of Understanding (MOU) attached here (ATTACHMENT N).

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

SECTION 1: The MOU between the City of Montebello and the MFA dated January 1, 2019 through December 31, 2021 and attached is hereby approved.

SECTION 2: 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-68 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 28th day of July 2021 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

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MONTEBELLO
AND THE
MONTEBELLO FIREFIGHTERS' ASSOCIATION



FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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PREAMBLE

Pursuant to Government Code Section 3500 *et seq.,* representatives of the City of Montebello ("City") have met and conferred in good faith with representatives of the **Montebello Firefighters' Association (MFA)**, and have reached an agreement to recommend that the City Council take the actions identified in this comprehensive Memorandum of Understanding (hereafter either "Memorandum," "MOU" or "Agreement"). Upon ratification of this Comprehensive MOU by majority vote of the bargaining unit membership as well as adoption by the City Council, all terms and conditions set forth herein shall become binding. This Comprehensive MOU supersedes Resolution 19-43 adopted by the City Council on April 22, 2019, as well as all prior MOUs, side letters and agreements between the City and the Montebello Firefighters' Association (MFA).

ARTICLE I - IMPLEMENTATION

SECTION A TERM

Period Covered. 3 Years. **From 1/1/2019 To 12/31/2021.**

SECTION B RECOGNITION

The **Montebello Firefighters' Association (MFA)** is the exclusive representative of the employees within the classifications of Fire Captain, Fire Engineer, and Firefighter for the purpose of meeting and conferring over wages, hours, and terms and conditions of employment.

SECTION C PROVISIONS OF LAW AND SEVERABILITY CLAUSE

Except as modified herein, all relevant federal, state, and local laws apply. Should any provisions of this MOU be found to be in violation of any law, rule or regulation, the remaining provisions will remain in full force and effect for the duration of this MOU.

SECTION D INCORPORATION OF CITY CODE, RULES, AND POLICIES

This MOU memorializes changes in terms and conditions for members of the bargaining unit as well as modifications of existing City codes, rules, and policies.

Incorporation of prior MOU's references to City code, rules, and policies have been adopted during ***"Meet and Confer"*** sessions and shall be considered adopted by reference in this MOU and include the following specific City policies:

a. 2.060.590 Bilingual Pay
b. 2.060.565 Bereavement Leave
c. 2.060.226 Annual Leave
g. 2.060.227 Longevity Pay

h. 2.060.517 Educational Reimbursement Programs
i. 2.060.504 Employee Compensation and Benefits
k. 2.060.xxx Education Incentive Pay

Unless the parties mutually and voluntarily agree to do so, neither party shall be obligated to negotiate over matters covered by, or within the scope of, this Agreement, during the term of this Agreement.

SECTION E CITY DEDUCTIONS AND DUES

The City agrees to conduct dues deductions.

ARTICLE II - COMPENSATION

SECTION A SALARY PROVISIONS

City employees covered under this MOU shall receive:

Classic CalPERS Members:

(1) 4% on-schedule base salary increase effective first pay period after MFA ratification and City Council adoption of this Memorandum of Understanding (MOU) [APRIL 22, 2019];

(2) Under this MOU amendment, an additional 4% base salary increase effective first pay period after October 1, 2019.

(3) 4% on-schedule base salary increase effective first pay period after January 1, 2020;

(4) 4% on-schedule base salary increase effective first pay period after January 1, 2021.

(5) Under this MOU amendment, an additional 2% base salary increase will apply to the above-mentioned Section 2 Compensation, (A) (4), which will result in an aggregate (6%) on-schedule base salary increase effective first pay period after January 1, 2021.

New CalPERS (PEPRA) Members (as defined by CalPERS):

(1) 4% on-schedule base salary increase effective first pay period after MFA ratification and City Council adoption of this Memorandum of Understanding (MOU) [APRIL 22, 2019];

(2) Under this MOU amendment, an additional 4% base salary increase effective first pay period after October 1, 2019.

(3) 4% on-schedule base salary increase effective first pay period after January 1, 2020;

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(4) 4% on-schedule base salary increase effective first pay period after January 1, 2021.

(5) Under this MOU amendment, an additional 2% base salary increase will apply to the above-mentioned Section 2 Compensation, (B) (4), which will result in an aggregate (6%) on-schedule base salary increase effective first pay period after January 1, 2021.

SECTION B SICK LEAVE PAY-OUT AT SEPARATION

The City will contribute upon separation 100% of the unused Sick Leave balance to a 401(a) plan at the normal age of retirement and at the maximum contribution limit amount set by the IRS. Upon reaching the maximum amount set by the IRS for the calendar year the City will pay out the remaining to the employee at current base rate of pay.

[Agreement #3845]

SECTION C PARAMEDIC LICENSE RECERTIFICATION (Fire Captain & Fire Engineer)

The City has agreed to reimburse any Fire Captain or Fire Engineer who chooses to renew his/her State of California Paramedic License. The Montebello Firefighters' Association member would complete the requisite 48 hours of education through the State of California every two years. The $200 application fee paid to the State of California EMS Authority would be reimbursed to the member through the Education Reimbursement Program. The MFA member would be responsible for following the procedures in Administrative Policy V-B-27 – Education Reimbursement Program when requesting reimbursement.

[Res 14-53, 2014-2015 MOU]

SECTION D ASSIGNED SHIFT OFF

As a result of averaging time worked on an MFA member's timesheet, the City agrees to compensate any MFA employee at the end of the calendar year using compensatory time for any hours actually worked that was not paid during that calendar year pursuant to any state or federal laws. At the same time, any MFA employee who was over compensated in a calendar year due to the averaging of their work time shall be required to have an equal number of hours deducted from their compensatory time, vacation or annual leave.

[Res 12-106, 2012-2013 MOU]

SECTION E ANNUAL SICK LEAVE PAY-OFF

Annually, during the first pay period ending after January 1st, all sick leave hours over the threshold of 2,160 hours will be paid off at the rate of half of the current rate of pay.

[2008 reopener]

SECTION F UNUSED HOLIDAY PAY OFF

In January, upon the posting of holiday leave hours, any unused holiday leave hours remaining from the previous year will be automatically paid off at the current rate of pay.

[2008 reopener]

SECTION G MOVE-UP PAY

The City will provide an increase in move-up pay from 5% to 10%.

[2004-2006 MOU]

SECTION H PARAMEDIC BONUS

Paramedic Bonus is 15% above firefighter pay upon accreditation by the Los Angeles Department of Health Services. Upon promotion to the position of Fire Engineer, a Firefighter who is receiving a paramedic bonus will be appointed at the salary step in the Fire Engineer range which is one step below the step held in the Firefighter range. To ensure no loss in pay, the difference between the salary step in the Engineer's range and his/her previous Firefighter base pay plus paramedic bonus will continue to be provided as a bonus until a salary step increase is granted, i.e. at least 18 months.

[2002 – 2003 MOU]

SECTION I LEAVE CONVERSION

The following represents the maximum limit imposed on hours that may be converted:

Years of completed service	Eligible vacation hours for conversion
0 – 5	24 shift hours

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6 - 10	48 shift hours
11 – 20	96 shift hours
21 – 30	144 shift hours
31 and more	192 shift hours

[12/1999 MOU]

SECTION J VACATION CARRY-OVER

Members are allowed to accumulate up to 360 vacation hours. In January when vacation hours are posted, all vacation hours exceeding 360 will be automatically paid to the member at the current rate of pay.

[1994- 1996 MOU]

SECTION K PARAMEDIC RECERTIFICATION PROGRAM

$200.00 Paramedic recertification bonus to be paid every two years upon successful completion of the recertification process.

[1993 MOU]

SECTION L UNIFORM/EQUIPMENT ALLOWANCE

The City agrees to provide a total uniform/equipment allowance to unit members of $750/year.

[Res 19-43, 2019 -2021 MOU]

SECTION M BEREAVEMENT

The City ensures that bereavement leave is counted as hours worked for purposes of calculating overtime.

[12/1999 MOU]

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ARTICLE III - RETIREMENT

SECTION A CALPERS RETIREMENT TIERS

The City offers a defined retirement benefit plan through the California Public Employees' Retirement System ("CalPERS"). There are two (2) tiers of the retirement benefit plan depending on date of hire and/or status as "new member", which define the employee contribution/cost sharing as follows:

1. **Retirement Tier 1:** Employees hired prior to January 1, 2013 or who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), Gov. Code § § 7533, et seq.

2. **Retirement Tier 2:** Employees Hired on or after January 1, 2013 and who are defined by the Public Employees' Pension Reform Act (PEPRA) as "new members"

SECTION B EMPLOYEE CONTRIBUTIONS TO CALPERS

A. Classic CalPERS Members: Effective the first pay period after January 1 2021: The City shall no longer make contributions towards the employee member contribution to CalPERS for any Classic CalPERS unit members. Each Classic CalPERS unit member shall contribute an additional 4% of the employee member contribution of pensionable income to CalPERS for a total obligation by each Classic CalPERS unit member of 12%.

B. New CalPERS (PEPRA) Members (as defined by CalPERS): New CalPERS (PEPRA) unit members, including each newly hired unit member, shall continue to pay their obligatory "half the actuarial normal cost" of their pension benefit (as determined and regularly adjusted by CalPERS). The current one-half obligation for each PEPRA unit member is 11.25% but will increase effective July 2019 to 12.25%, with potential mandated upward adjustments thereafter. The City is prohibited by PEPRA from paying any portion of the member contribution for PEPRA members.

ARTICLE IV- POST RETIREMENT BENEFIT PROVISIONS

SECTION A RETIREE HEALTH BENEFITS

Full-time unit members hired prior to the date this Tentative Agreement is adopted by the City Council:

The City agrees to continue to provide the Retiree Health Benefit, with qualifying prerequisites, terms and provisions as previously agreed to in the Memorandum of Understanding between the City and MFA for the 2008 Re-Opener

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negotiations, to all full-time unit members hired prior to the date this Tentative Agreement is adopted by the City Council. The terms and eligibility requirements remain as follows:

a. The Retiree Health Benefit will be paid to eligible members throughout the employee's lifetime or until the employee qualifies for Medicare under the federal Social Security Act.

b. The Retiree Health Benefit will not apply to the employee's survivors.

c. To be eligible, the unit member:
   i. Must currently be employed as an active full-time safety unit member of the MFA;
   ii. Must be at least 50 years of age (no minimum age requirement for disability retirement);
   iii. Must retire directly from the City of Montebello;
   iv. Must have at least 15 full-time years of active City service at the time of service retirement (the 15 years does not have to be the result of contiguous employment however, the employee's last five years of employment immediately prior to retirement must be as an active, full-time employee of the City), or at least 10 full years of active City service at the time of disability retirement.

d. The monthly retiree benefit will be determined by the number of full years of City service multiplied by $25.00. The maximum benefit allowable will be calculated at 25 years of active City service. The retiree benefit for qualified disability retirement will be calculated in the same manner as for service retirements.

   Examples of calculations are as follows: 15 years of City service multiplied by $25.00 = $375 per month; 25 years of City service multiplied by $25.00 = $625 per month, which is the maximum benefit allowable.

e. The monthly amount payable will be reduced by any amount paid by the City on the retiree's behalf toward medical insurance or any amount required to be paid by the City for any local, state, or deferral government retirement or medical plan or law.

f. The retiree will begin receiving the monthly retiree benefit beginning the month following one full month of retirement. The retiree benefit will be paid throughout the retired employee's lifetime or until the employee qualified for Medicare under the federal Social Security Act.

g. The City will issue a warrant to the retired employee on a monthly basis for the amount of retiree benefit paid to the employee. These amounts will be considered taxable to the retiree. Retired employees may enroll in any health

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plan of their choice or may choose not to enroll in a health plan at their discretion.

Full-time unit members hired after the date this Tentative Agreement is adopted by the City Council:

All full-time unit members hired after the date this Tentative Agreement is adopted by the City Council shall only, commencing the month following one full month of retirement, receive the minimum employer health premium contribution as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA). The retiree must be and remain enrolled in an eligible health benefit plan in order for the City to be obligated to pay the prescribed premium.

[Res 19-43, 2019 -2021 MOU]

SECTION B TRUST ACCOUNT

The City agrees to establish a trust account to be used toward the cost of healthcare coverage for eligible retired members after qualification of Medicare. The trust account will consist of a contribution of 1% of regular salaries, not including overtime, to be deposited per payroll cycle. The Retiree Health Benefit will continue after Medicare eligibility at the same level as pre-Medicare eligibility. The benefit will be paid throughout the employee's lifetime and will not apply to the employees' survivors. The 1% salary contribution will be counted toward compensation for purposes of salary survey comparisons.

If trust assets, at any fiscal year end, are less than 3 times the current annualized benefits due, the City will meet and confer with the Fire Association.

[2008 reopener]

SECTION C LEVEL 3 SURVISOR BENEFIT

The City agrees to pay the cost of the CalPERS Level 3 Survivor benefit.

[2000-2001 MOU]

ARTICLE V - MISCELLANEOUS PROVISIONS

SECTION A GYM MEMBERSHIP

The City agrees to provide access to a gym facility at no cost to MFA members. It shall be mandatory for all MFA members to attend the provided gym facility at least once during each shift for a minimum of one hour unless there are mitigating or unforeseen circumstances that prevent such attendance. MFA members are required to submit a gym usage report on a quarterly basis to the Fire Chief.

[Res 15-101A, 2015 – 2018 MOU]

SECTION B CONFERENCE ATTENDANCE

The City shall provide the Association a total of no more than 50 paid leave hours per fiscal year and with a cost not to exceed $7,000 dollars per fiscal year for identified Association members to attend any of the conferences identified below. The $7,000 includes the cost of backfilling for any conference attendee without regard to classification. Any attendance at a conference pursuant to this provision must be requested at least 30 days in advance and approved by the Fire Chief. The City retains the right to deny approval for a member to attend a conference if it is in the best interest of the City and/or Fire Department, including the need to address staffing and scheduling issues. The Parties agree that an Association member's attendance at a conference pursuant to this provision is strictly for the benefit of the member and the Association, and is not for the benefit of the City. Any paid leave hours to attend a conference under this provision shall not be subject to the payment of overtime compensation, not shall such leave time contribute towards hours worked for purposes of the calculation of overtime.

Eligible conferences: International Affiliate Leadership Training, California Professional Firefighters Leadership Training, Biennial convention, District Meetings, Legislative Conference, California State Firefighter Association Annual Conference, and County Federation Monthly meeting.

[Res 15-101A, 2015 – 2018 MOU]

SECTION C MINIMUM OPERATING STATIONS, APPARATUS AND RELATED STAFFING

Article 1, Minimum Manning, in the 2008-2009 MOU between parties is hereby eliminated. There shall be no contractual or other obligation by the City to staff or operate any particular number of fire stations and/or to operate any number of apparatus in any fire station. Additionally, there shall be no contractual or other obligation providing for a minimum number of employees/staff being assigned to staff fire stations and/or apparatus within an operating station. Thus, there shall be no contractual or other obligation regarding what is commonly referred to as "minimum staffing" or "minimum manning".

[Res. – 10-63]

SECTION D PROMOTIONAL EXAMS

The City agrees to give 90 days prior notice to the Montebello Firefighters' Association before conducting promotional exams for Fire Safety positions.

[2008 reopener]

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SECTION E TIME WORKED

Sick leave hours used per 14 day pay period cycle will not be counted as time worked toward the calculation of overtime.

[2008 reopener]

SECTION F 48/96 WORK SCHEDULE

The City agrees to maintain the current 48/96 work schedule through June 30, 2009.

[2008 reopener]

SECTION G ASSOCIATION MEETINGS

City agrees to allow Association Board Members to conduct their business meetings as long as there is no interruption to Department operations. The Fire Chief as the authority to "fill behind" the Association President when necessary. Both the City and the Association will comply with Administrative Policy V-B-6, which outlines the Employer-Employee Relations Rules.

[03/1999 MOU]

SECTION H RECALL

The minimum number of hours for recall time shall be increased by 2 hours for a total of 4 hours.

[Res. 93-06, 1991 MOU]

SECTION I OSHA REGUALATIONS

City recognizes Federal and State OSHA regulations regarding the "two-in, two-out" rule and the City is working toward compliance.

[1999 MOU]

SECTION J DAILY FOOD SUPPLIES

It is recommended that the amount allocated for food supplies be increased by $1.00 per person to a total of $6.00 per person per day.

[1992-93 MOU]

ARTICLE VI - EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU shall be of no force and effect unless or until adopted by City Council. If adopted, the term of this MOU shall be for **3** Years. **From 1/1/2019 To 12/31/2021.**

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Craig Barker **Date**

Montebello Firefighters' Association President

René Bobadilla **Date**

City Manager

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2.060.590 Bilingual Pay

Purpose

The purpose of this policy is to provide compensation guidelines for City employees that provide bilingual services to the residents and customers of the City of Montebello. This policy applies to only full-time employees.

Policy

It is the policy of the City to identify employees in positions designated as bilingual by the Director of Human Resources, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual pay.

A. The City has identified and approved through demographical data the need for providing bilingual services in the following languages: Spanish, Russian, Chinese, Armenian, Korean, or Sign Language.

B. The Human Resources Department has identified and approved positions and level of required fluency in the second language that meet the operational needs of the City and its citizens.

C. The Human Resources Department shall contract with a third-party vendor to provide a testing system for compensating employees based on City needs.

Procedure

A. Employees must submit in writing a request to test for Bilingual Pay.

B. Employee must pass a bilingual proficiency test, in addition to any other job-related test requirement for a position.

C. ***Testing:***

1. Bilingual proficiency will be determined by standardized competency tests contracted through a third-party vendor by Human Resources.

2. The Human Resources Department will communicate with the Department when an employee has passed the competency test, the employee's

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Department will submit a personnel action form for the incentive pay to begin on the 1st of the next month.

D. ***Compensation:*** Compensation shall be based on Bargaining Unit agreements:

Bargaining Unit	**Monthly Incentive**
Montebello Firefighters' Association	$100
Montebello Fire Management Association	$100
Montebello Police Officers' Association	$100
Montebello Police Management Association	$100
Montebello City Employees' Association	$80
Montebello Supervisors' Association	$80
Montebello Mid-Management Association	$70
Un-represented full-time	$80

A. Bilingual incentive will be calculated into overtime compensation.

B. Bilingual incentive pay will be reported as Special Compensation to CalPERS as applicable.

C. ***Administration:*** The Human Resources Department is responsible for administering the Bilingual Pay Policy. The Human Resources Department responsibilities shall also include a periodic review and report on the number and location of positions designated as bilingual.

(Revised: 05/xx/2021)

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2.060.565 Bereavement Leave

Purpose

The purpose of this policy is to provide guidelines for the use of leave associated with bereavement of an immediate family member.

Policy

It is the policy of the City to provide "Bereavement Leave" to full-time city employees to attend to the details of, and to grieve the death of an *immediate family member*.

A. *"Immediate family member"* shall mean the employee's parent, sibling, mother-in-law, father-in-law, spouse or registered domestic partner, child, grandparent, grandchild.

B. Full-time City employees shall be eligible to utilize up to 3 workdays/1-full fire safety personnel shift of bereavement leave annually, that will not be charged against their accrued annual or sick leave.

C. In the event more than one request for use of bereavement leave per annuum is requested by a full-time employee, their request to utilize up to 3 workdays/1-full fire safety personnel shift may be approved.

1. In this event, the affected employee shall utilize either annual or sick leave they have accrued.

2. If the affected employee does not have sufficient accrued hours banked, they may be granted the leave without pay.

D. Part-time employees may be granted bereavement leave without pay following the same criteria as that of full-time employees.

Procedure

A. It shall be the responsibility of the affected employee to immediately notify their immediate supervisor of the need to utilize bereavement leave.

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1. The immediate supervisor shall complete the necessary documentation to facilitate the use of bereavement leave.
2. The immediate supervisor shall ensure the appropriate authorities are notified of the leave notification.

B. Upon return of the affected employee, any additional documentation and signatures shall be obtained.

C. In the event additional hours are requested, the affected employee shall make the request in writing providing the reasons for such need.

1. Upon receiving the request for additional hours, the immediate supervisor shall forward the request to the appointing authority with their recommendation.
2. Use of accrued annual or sick hours shall be utilized for any additional hours requested above the allotted bereavement leave.

Montebello Fire Management Association	48 hours/1 shift (Fire Battalion Chief & Deputy Fire Chief) 30 hours (Fire Marshal)
Montebello Firefighters' Association	48 hours/1 shift
Montebello Police Management Association	30 hours
Montebello Mid-Management Association	30 hours
Montebello Supervisors Association	30 hours
Montebello Police Officers' Association	30 hours
Montebello City Employees' Association	30 hours
Non Represented Full Time	30 hours

(Revised: 05/xx/21)

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2.060.226 Annual Leave Benefits

Purpose

The purpose of this policy is to provide comprehensive guide for City employees on earning, accruing, and utilizing their annual leave benefits.

Policy

It is the policy of the City to provide qualifying employees with annual leave benefits. Annual leave shall be earned and accrued as outlined in the schedules listed in the procedures:

Procedure

A. ANNUAL LEAVE EARNED: Employees shall be credited with annual leave from the start of their employment. Absence without pay shall cause said pay period's accrual of leave to be reduced on a prorated basis. Annual leave accrual amounts shall be based on classification and bi-weekly accrual rates shall be based on shifts:

ANNUAL LEAVE ACCRUAL (IN WORK HOURS)

YEARS OF COMPLETED SERVICE	Police Officer, Sergeant, Lieutenant	Fire Shift Personnel	All Other Personnel
Less than 5	240 hours	348 hours	232 hours*
5 but less than 10	280 hours	403 hours	272 hours*
10 but less than 15	280 hours	414 hours	280 hours*
15	288 hours	425 hours	288 hours*
16	296 hours	436 hours	296 hours*
17	304 hours	447 hours	304 hours*
18	312 hours	458 hours	312 hours*
19	320 hours	458 hours	312 hours*

B. ANNUAL LEAVE ACCRUAL CAPS: Employees shall accrue annual leave from the start of their employment. Accrued annual leave may be carried over from year-to-year based on classification, maximum allowed leave accrual, and prior employee MOU agreements described below:

Bargaining Unit	Less than 5 years	5 but less than 15	15 or more
Montebello Firefighters' Association	440	480	520
Montebello Fire Management Association	590	645	700
• Fire Marshal	440	480	520
Montebello Police Officers' Association	440	480	700
Montebello Police Management Association	440	480	700
Montebello City Employees' Association	480	520	560
Montebello Supervisors' Association	480	520	560
Montebello Mid-Management Association	480	520	560
Un-represented full-time employees	480	520	560

a. The annual leave accrual includes hours for holidays declared pursuant to Montebello Municipal Code Section 2.60.340. Those employees whose regular work schedule permits the observance of holidays established pursuant to Montebello Municipal Code Section 2.60.340 shall report available annual leave use for the holiday time.

b. During the probationary period of employment, employees except those who do not receive paid holidays, including designated positions in the Police Department, are not authorized to use annual leave except for absences due to illness, disability, or injury. After the first year of employment, employees shall be required to use not less than ten (10) days of annual leave in each year of employment.

C. MONTEBELLO FIREFIGHTERS' ASSOCIATION

All Fire Safety new hires will be implemented into the City's Annual Leave System. The accrual rates for the Annual Leave System will be as follows:

Years of Service	Hours per pay period	Annual Allotted Hours
0-4 years	13.38	348
5-9 years	15.50	403
10-14 years	15.92	414
15 years	16.35	425
16 years	16.77	436
17 years	17.19	447
18+ years	17.62	458

The maximum number of hours that may be accrued will be as follows:

Years of Service		Maximum Allowable Accrued Hours
0-4 years		440 hours
5-14 years		480 hours
15 years + 1 month		520 hours

All members of the Montebello Firefighters' Association employed on the date of ratification of the provision will remain on the vacation/holiday/sick bank system.

[2008 reopener, correction letter dated 6/30/2008]

D. USING ANNUAL LEAVE:

1. Each appointing authority shall be responsible for scheduling the annual leave periods of employees in such a manner as to achieve the most efficient functioning of the department or agency and of the City service. Annual leave shall be scheduled respecting the wishes of the employee so far as such are compatible with the needs of the service as determined by the appointing authority.

2. Employees claiming illness or injury as grounds for unscheduled usage of annual leave, or for any use of remaining sick leave balances, may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness or injury. Any person absent from work due to illness or injury shall notify his or her supervisor on the first day of such leave and as often thereafter as directed by his or her supervisor. The form and time of notice by the employee of such absences shall be determined by the appointing authority.
3. An employee absent due to his/her illness or injury for more than five (5) consecutive days may use remaining sick leave balances for such illness or injury prior to using further annual leave.
4. An employee absent due to his/her illness or injury for more than five (5) cumulative days during any calendar year may, with the approval of the appointing authority, use remaining sick leave balance for absences due to further illness or injuries prior to using further annual leave.
5. Pregnancy necessitating medical leave is considered and treated like all disabilities of a non-industrial nature and remaining sick leave balances may be utilized on the same terms and conditions specified herein.
6. Any employee absent for a period of five (5) consecutive work days due to illness or injury may, at the discretion of his appointing authority or the Director of Human Resources, be required to take a physical and/or psychological examination before returning to active duty. Such examination shall be performed by a qualified medical professional designated by the Director of Human Resources, shall be at City expense, and shall be required solely to determine whether the employee continues

to possess the required physical and/or psychological fitness and ability to perform the essential functions of the job.

7. Illness or Injury While on Annual Leave: Remaining sick leave balances may be used in the event of illness or injury while an employee is on authorized annual leave, provided that such illness or injury would otherwise be an authorized use, under the section of such sick leave balances.
8. In the event of severe illness in the immediate family, up to three (3) days of leave for each such instance may be used in the same manner as actual illness or injury to the employee under this section. "Severe illness" is defined as a life-threatening condition requiring hospitalization. "Immediate family" shall mean the employee's father, mother, brother, sister, mother-in-law, father-in-law, spouse, or child of the employee.

E. PAYMENT UPON SEPARATION: Any employee who terminates employment with the City shall be paid at the then prevailing hourly rate of pay for each hour of earned annual leave based on the pay rate in effect for such employee on the last day actually worked, spent on authorized leave, or spent on authorized time off as compensation for working overtime.

F. RATE OF PAY WHILE ON ANNUAL LEAVE: While on annual leave officers and employees shall be compensated at the same salary rate they would have received if they had been on the job.

G. ANNUAL LEAVE ACCRUAL WHILE ON TEMPORARY DISABILITY: An officer or employee who is entitled to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, other than an officer or employee entitled to benefits under Section 4850 of the Labor Code, shall not accrue annual leave during the period for which temporary disability indemnity is received; provided however, that such accrual shall be provided for the first thirty (30) days of such temporary disability.

H. ANNUAL LEAVE ACCRUAL WHEN PERMANENTLY DISABLED: Annual leave shall not be used to continue the salary of any employee after it has been determined that such employee is unable to perform the essential functions of the position held by such employee, with or without reasonable accommodation, due to a permanent disability, or that such employee, by similar reason, presents a significant risk of substantial harm to the health or safety of himself or others, and is eligible for retirement.

(Revised: 05/xx/2021)

2.060.227 Longevity Pay

Purpose

The purpose for longevity pay is to recognize long-term service employees that work for the City of Montebello.

Policy

The City will pay the agreed upon amount for longevity pay as adopted by City Council.

Procedure

Each department will keep track of their employees' dates of service and eligibility for longevity pay. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and each increase to the longevity pay tier based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in either the MPMA unit or the MPOA unit as of July 1, 2019, all continuous service as an active, full-time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior laterals continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPMA unit members who join the MPMA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a

full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 11th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 7% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPMA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the MPMA unit member's remaining years of full- time City MPMA unit service, an MPMA unit member shall receive 13% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res19-75; 2019 – 2021]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Beginning the first pay period after MFMA ratification and City Council adoption of this MOU, each unit member with ten (10) years aggregate service as a full-time City sworn fire personnel unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full- time City sworn fire personnel unit member shall be eligible for longevity pay.

Longevity pay shall consist of:

A. A (3%) base salary increase at the completion of ten (10) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 14th year.

B. The (3%) base salary increase shall be increased to a (4.5%) base salary increase at the completion of fifteen (15) years aggregate active service as a full-time City of Montebello sworn fire personnel unit member which the unit member shall continue to receive through the completion of the unit member's 19th year.

C. The (4.5%) base salary increase shall be increased to a (6%) base salary increase at the completion of twenty (20) years aggregate active service as a full- time City of Montebello
Sworn personnel unit member which the unit member shall continue to receive through the completion of the unit member's 20th year.

D. The (6%) base salary increase shall be increased to a (7.5%) base salary increase at the completion of twenty- five (25) years aggregate active service as a full-time City of Montebello sworn personnel unit member which the unit member shall continue to receive for the unit member's remaining years of full- time City sworn personnel unit member service.

[Res. 19-73, 2019 – 2021 MOU]

MONTEBELLO MID-MANAGEMENT ASSOCIATION

A. Beginning the first pay period after MMMA ratification and City Council adoption of this MOU, each MMMA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-74, 2019 -2021 MOU]

MONTEBELLO SUPERVISORS' ASSOCIATION

A. Beginning the first pay period after MSA ratification and City Council adoption of this MOU, each MSA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase

After 25 years of full-time service 5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member's 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-46, 2019-2021 MOU]

MONTEBELLO CITY EMPLOYEES' ASSOCIATION

A. Beginning the first pay period after MCEA ratification and City Council adoption of this MOU, each MCEA unit member with ten (10) years of aggregate full- time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

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After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 14th year.

C. A two and a half (2.5%) percent base salary increase at fifteen (15) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate full- time City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5. 0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res. 19-42, 2019-2021 MOU]

MONTEBELLO FIREFIGHTERS' ASSOCIATION

A. Upon the adoption of this MOU amendment, for longevity purposes only, the following shall count as LATERAL SWORN FIRE SERVCE:

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For full-time City of Montebello employees who are in the MFA unit as of October 1, 2019, all continuous service as an active, full-time City of Montebello fire service sworn, plus any verifiable prior Lateral continuous service with another fire service agency as an active, full-time sworn firefighter, firefighter paramedic, fire engineer, or fire captain shall count toward years of longevity.

Each unit member with ten (10) years aggregate service as a full-time sworn Fire Service unit member shall be eligible for longevity pay. Thereafter, each unit member who attains ten (10) years aggregate service as a full-time firefighter shall be eligible for longevity pay. Longevity pay shall consist of:

B. Beginning with the first pay period after completion of ten (10) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 15th year of full-time City firefighter unit member service, the unit member shall receive 3% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

C. Beginning with the first pay period after completion of fifteen (15) years aggregate active
service as a full-time City firefighter unit member and continuing through the completion of the unit member's 20th year of full-time City firefighter unit member service, the unit member shall receive 4½% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

D. Beginning with the first pay period after completion of twenty (20) years aggregate active service as a full-time City firefighter unit member and continuing through the completion of the unit member's 25th year of full-time City firefighter unit member service, the unit member shall receive 6% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

E. Beginning with the first pay period after completion of twenty-five (25) years aggregate active service as a full-time City firefighter unit member and continuing for the unit member's remaining years of full-time City firefighter unit member service, the unit member shall receive 7.5% of his/her Base Salary (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary.

[Agreement 3581, 2019 -2021 MOU Amendment]

MONTEBELLO POLICE OFFICERS' ASSOCIATION

Current longevity rates, and definitions of qualifying law enforcement service for purpose of longevity, shall be modified as follows, effective the first pay period after MPOA ratification and City Council approval of this MOU (no retroactivity):

A. For longevity purposes only, the following shall count as LAW ENFORCEMENT SERVICE:

a. For full- time City of Montebello employees who are in the MPOA unit as of July 1, 2019, all continuous service as an active, full- time City of Montebello law enforcement department member, whether sworn or unsworn, plus any verifiable prior lateral continuous service as an active, full-time sworn police, police supervisory, or police management unit member, shall count toward years of longevity.

b. For MPOA unit members who join the MPOA unit on or after July 1, 2019 without prior continuous service as an active, full-time City of Montebello law enforcement department member, only verifiable prior lateral continuous service as a full- time sworn police, police supervisory, or police management unit member shall count toward years of longevity.

B. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A. beginning with the first pay period of the seventh (7th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's I1th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 4% of his/her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i. e. service time cannot count twice for overlapping time periods).

C. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4. A., beginning with the first pay period of the twelfth (12th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 19th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 7% of his/ her Base Salary as Longevity Pay (which shall be reported to CaIPERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

D. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twentieth (20th) year of continuous, aggregate active LAW ENFORCEMENT SERVICE, and continuing through the completion of the unit member's 25th year of continuous, aggregate active LAW ENFORCEMENT SERVICE, an MPOA unit member shall receive 10% of his/ her Base Salary as Longevity Pay (which shall be reported to Ca1PERS as special pay) in addition to the unit member' s Base Salary. Aggregate active service time shall not include any overlapping service time i.e. service time cannot count twice for overlapping time periods).

E. Considering the definition of LAW ENFORCEMENT SERVICE in paragraph 4.A, beginning with the first pay period of the twenty sixth (26th) year of continuous,

aggregate active LAW ENFORCEMENT SERVICE, and continuing through the unit member's remaining years of full-time City MPOA unit service, an MPOA unit member shall receive 13% of his/her Base Salary as Longevity Pay (which shall be reported to CalPERS as special pay) in addition to the unit member's Base Salary. Aggregate active service time shall not include any overlapping service time (i.e. service time cannot count twice for overlapping time periods).

[Res 11-76; 2019-2021 MOU]

FULL-TIME NON-REPRESENTED EMPLOYEES

A. Effective April 28, 2019, each non-represented full-time employee with ten (10) years of aggregate full-time City service shall be eligible for longevity pay. Longevity pay shall consist of a base salary pay increase at the following eligibility benchmarks and shall not be cumulative:

After 10 years of full- time service	1. 5 % base salary increase
After 15 years of full- time service	2. 5 % base salary increase
After 20 years of full- time service	3. 5 % base salary increase
After 25 years of full-time service	5. 0 % base salary increase

B. A one and half (1. 5%) percent base salary increase at the completion of ten (10) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member's 14th year.

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C. A two and a half (2. 5%) percent base salary increase at fifteen (15) years of aggregate full-time City service which the unit member shall continue to receive through the completion of the unit member' s 19th year.

D. A three and a half (3. 5%) percent base salary increase at twenty (20) years of aggregate fulltime City service which the unit member shall continue to receive through the completion of the unit member' s 24th year.

E. A five (5.0%) percent base salary increase at twenty five (25) years of aggregate full-time City service and the unit member shall continue to receive thereafter.

[Res 19-54]

(Revised: 05/12/2021)

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2.060.517 Education Reimbursement Program

Purpose:

To define who and under what circumstances City employees may receive education reimbursement and to outline the procedure by which reimbursement may be obtained.

Policy:

A. Applications for education reimbursement must be from full-time, non-temporary, employees of the City. (Probationary employees will be considered eligible.)

B. Course(s) selected must be of such a nature that it benefits the City and better enables the employee to carry out present duties and will prepare the employee for increased responsibilities and/or promotion. **(An employee seeking a college degree will be eligible for reimbursement for those courses that qualify them for such degree. However, the declared major must have reasonable relevance to the job.)**

C. Courses other than those qualifying for reimbursement under paragraph B may be approved for reimbursement under this policy with the prior approval of the Director of Human Resources and the City Administrator upon submission of justification by the Appointing Authority. However, costs associated with non-classroom thesis production courses are not subject to reimbursement.

D. Employees desiring reimbursement must attend such courses on their own time after work hours and must complete the course with a passing grade of at least "C" or equivalent.

E. Reimbursement will be made for tuition at rates specified in H below, books, fire certification, lab fees, and all other fees required to take a class or classes. **Student body fees will be included; however, parking fees are excluded from reimbursement.**

F. Should an employee separate from the City's service within one year after beginning any course reimbursed by the City, the cost of such course will be

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deducted from the employee's last paycheck. The Director of Human Resources shall be responsible for informing the Finance Department of any such amounts to be deducted.

G. Approval will be limited to courses taken at accredited universities, state colleges and community colleges, approved correspondence courses, high school and adult education, technical and vocational schools.

H. Employees may attend any accredited or other institution approved by the City Manager or designee. **However, education reimbursement rates are based on current California State University rates. A cap of $1,500 per fiscal year will be granted to each eligible employee, with the exception of members of the Montebello Police Officers' Association who's members have an annual maximum of $2,000.**

I. Employees scheduled by the City to take specialized courses or special seminars on work time will not be subject to the requirements of this policy.

Procedure:

A. In order for an employee to be eligible to receive reimbursement for tuition, fees and books, or fire certification by the State Fire Marshal, he/she must acquire prior approval of the course(s) from the Department Head, the Director of Human Resources and City Manager by submitting the Course Approval Form. This form shall be returned to the Department Head upon approval by the Director of Human Resources and the City Manager.

B. Upon receiving verification of enrollment and grade or certification, with receipts for tuition and books or for fire certification, the Department Head will submit the Educational Reimbursement Application to the Director of Human Resources with the approved Course Approval Form and a Request to Issue a Warrant made out to the employee receiving the reimbursement. **Documentation must be submitted within two months of class completion.**

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C. Upon timely receipt of these materials, the Director of Human Resources shall have the responsibility for processing the claim for reimbursement.

(Prior Policy #V-B-25, 07/01/73; AUTHORITY: C/ADMIN)

(Revised: 05/12/21)

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2.060.504 Employee Compensation and Benefits

Purpose

Is to provide a description of the City's employee compensation and benefits packages.

Policy

It is the policy of the City to recognize the significant role that its workforce plays in fulfilling its public service mission. The City recognizes that maintaining a competitive compensation system is critical to its goal of delivering public services to its citizens. Therefore, the City strives to provide compensation for its employees to attract qualified applicants, retain employees who are equally committed to public service, and motivate employees to maintain the highest standards of performance.

A. With this goal in mind, the City shall compensate employees in accordance with decisions made by Council as budgets are set. Pay for positions are subject to the annual budgetary process and current employee organization MOU's; and as such, may be subject to increase, reduction, or status quo maintenance for fixed time periods.

B. ***TOTAL COMPENSATION PHILOSOPHY:*** The City is committed to providing a range of public services to its citizens by fostering an environment that embraces respect for the worth of each employee and to pursue the same towards its total compensation package that includes salary and benefits. The City's philosophy is consistent across units with practices that may differ to meet the unique needs of division, department, employee classifications and performance. The City's total compensation package is guided by the following principles:

1. The City's total compensation package shall be reviewed against appropriately defined labor markets.
2. The City's total compensation package shall comply with all applicable state and federal laws.
3. Salaries are managed through a simple, clear program that is consistent with the City's strategic and organizational objectives.

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C. The Council reserves the right to make budget adjustments, and consequently direct pay adjustments during the budget year in order to manage their fiscal responsibilities or deal with unforeseen circumstances that justify or require changes to City expenditures.

Procedure

A. ***Compensation (Salary) Schedules:*** All employee classifications shall receive a salary that is approved by City Council resolution each fiscal year.

B. ***Benefits:*** In coordination with employee organizations MOU's, funding abilities, state and federal laws, and the City's total compensation philosophy, the following benefits are afforded to the full-time employees of the City of Montebello:

C. HEALTH INSURANCE THROUGH PEMHCA

a. The City and the Association agree to contract for health benefits coverage through the Public Employees' Retirement System under the Public Employees' Medical Health Care Act (PEMHCA) Section 22751 et seq. of the Government Code. [MPOA 1985 MOU]

D. HEALTH INSURANCE CITY CONTRIBUTION

a. Effective March 27, 2008, the City will contribute the following amounts toward full-time employees' medical, dental & vision insurance:

COVERAGE	TOTAL CITY CONTRIBUTION)
1 Party	Full coverage
2 Party	$840.00
3 Party	$1,090.00

[2008 reopener]

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b. Part-time employees who have become eligible for CalPERS membership and have worked 1000 hours in a fiscal year:
    i. The contribution toward hourly EE's insurance who were eligible before 7/1/92 will be at the rate needed to fully pay 1 party coverage in the plan selected by the EE. For hourly EE who became eligible for insurance on or after 7/1/92 the City contribution toward the insurance package will be at the rate needed to pay 50% of one party coverage in the plan selected by the employee. [Res. 97-109]

E. Medical Insurance Opt-out Incentive

a. An opt-out incentive is afforded to full-time and those hourly employees, who have benefits and were hired prior to 8/11/92, who decline the City's medical, dental and vision insurance package.
b. Proof of medical coverage elsewhere will be required annually to continue participation in the cash incentive program.
c. The monthly Medical Insurance Opt-Out incentive is $350.00
d. The monthly Medical Insurance Opt-Out incentive shall be computed when calculating overtime as applicable.
e. The monthly Medical Insurance Opt-Out incentive shall be reported as Special Compensation to CalPERS as applicable.
f. Employees who have an alternative source of health insurance must provide minimum essential health coverage pursuant to the U. S. Patient Protection and Affordable Care Act (ACA), and cover both the employee and all individuals in the employee' s expected tax family, if any. During open enrollment or as otherwise required by the City, the employee must each year provide the City with an attestation or other reasonable documentation, subject to the City' s approval confirming such alternate coverage. According to the ACA, the City must not make payment if the City knows that the employee or family member does not have the alternative coverage.

(Prior Policy #'s V-B-3 & V-B-4 (Combined parts), 03/21/95; AUTHORITY: M.O.)

(Revised: 03/21/95; 05/xx/21)

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2.060.528 Education Incentive Pay

Purpose

The Education Incentive Pay program rewards employees who take the initiative to increase their job worth by gaining job-related knowledge, behaviors, and personal and professional skills to significantly enhance their value to their department and the City.

Policy

The City will pay the agreed upon amount for education as agreed upon by City Council resolution.

Procedure

Each department will keep track of their employees' education and training. The department will issue a personnel action form to the Human Resources Department to reflect the start of eligibility and the monthly amount based on the employees' collective bargaining agreement.

MONTEBELLO POLICE MANAGEMENT ASSOCIATION

The City agrees to provide education incentive pay as follows:

Degree or Certificate	Compensation
A.A. or Intermediate POST	$250/month
B.A./B.S. or Advanced POST	$400/month

The above education incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificates. Instead, the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

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The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory or management POST certificate as follows:

Supervisory Certificate	$150/month
Management Certificate	$150/month

This supplemental educational incentive pay for possessing a supervisory and/or management POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or POST certificates as set forth above.

[Res. 15-89, 2015 – 2017 MOU]

MONTEBELLO FIRE MANAGEMENT ASSOCIATION

Effective the first pay period after MFMA ratification and City Council adoption of this MOU, the City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $ 250/ month for Firefighter 1 Certificate or AA/AS or 60 units
B. $ 400/ month for Firefighter II Certificate or BA/ BS or 120 units
C. $ 600/ month for Company Officer Certificate

The aforementioned education incentives shall not be stackable or cumulative. The unit MFMA member is entitled to a maximum of one education incentive at a time.

[Res. 19-73, 2019 – 2021 MOU]

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MONTEBELLO POLICE OFFICERS' ASSOCIATION

The City agrees to increase education incentive pay as follows:

DEGREE OR CERTIFICATE	INCREASE FROM	INCREASE TO
A.A. or Intermediate POST	$150/month	$250/month
B.A./B.S. or Advanced POST	$300/month	$400/month
Supervisory	$150/month	

The above educational incentive pay shall not be compounded if an employee holds more than one of the above qualifying degrees or POST (Peace Officer Standards and Training) certificate. Instead, the total the total amount of educational incentive pay for possessing any of the above qualifying degrees or certificates shall be capped at the amount associated with the highest qualifying degree or certificate possessed.

The City also agrees to establish a supplemental educational incentive pay for those employees that possess a supervisory POST certificate in the amount of $150/month. This supplemental educational incentive pay for possessing a supervisory POST certificate shall be in addition to any educational incentive pay earned for possessing one of the qualifying degrees or certificates as set forth above.

[Res. 15-04; 2014 -2017 MOU]

MONTEBELLO FIREFIGHTERS' ASSOCIATION

The City agrees to provide an education incentive to unit members as follows and such incentives shall supersede and replace previous education incentives provided to unit members:

A. $250/month for Firefighter I Certificate or AA/AS or 60 units
B. $400/month for Firefighter II Certificate or BA/BS or 120 units
C. $600/month for Company Officer Certificate

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The aforementioned education incentives shall not be stackable. The unit member is entitled
to a maximum of one education incentive at a time.

[Res 19-43, 2019 -2021 MOU]

(Revised: 05/xx/2021)

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ITEM #15

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Approve Execution of a City Services Request with the Los Angeles County Department of Public Works for Annual Sewer Maintenance Services (Fiscal Year 2021-22) provided by the Los Angeles County Consolidated Sewer Maintenance District**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize the City Manager to execute a City Service Request with the Los Angeles County Department of Public Works' Consolidated Sewer Maintenance District (CSMD) in an amount not-to-exceed $600,000 for annual sewer system maintenance services for Fiscal Year 2021-22; and,

2) Amend, the Fiscal Year 2021-22 budget by increasing appropriations by $600,000 in Account No. 100-30-340-6040.10, General Fund, Public Works, Sewer Operations, Other Contract Services; and,

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

FISCAL IMPACT

The City lacks a dedicated revenue source to fund sewer maintenance, repairs and infrastructure investment capital projects. Because of this lack of a dedicated "sewer maintenance and capital" fee, other sources of funding must be identified to pay for both ongoing maintenance and infrastructure capital projects. The passage of the American Rescue Plan Act (ARPA) made funding available directly to States and local governments. A portion of the $1.9 trillion aid and relief package was dedicated to the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program. The City of Montebello will receive $16.59 million in CSLFR funds between May 2021 and May 2022.

Previous study sessions and discussion surrounding the Fiscal Year 2021-22 budget identified early priorities for spending the $16.59 million in relief funds. One major area identified was repairs and capital projects to support the City's 100 year old sewer system. CSLFR funds can be used for various priorities to support recovery from the pandemic. Water and sewer infrastructure is one of the identified priorities (Sections 602(c)(1(D) and 603(c)(1)(D) of ARPA). The Interim Final Rule states that "…Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health." To this end, the Interim Final Rule (IFR) provides for wide latitude in identifying needed investments in water and sewer infrastructure.

The IFR aligns the eligible use of fiscal recovery funds with the wide range of projects which would be eligible to receive funding through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF). Therefore, the types of projects, maintenance work, studies and related fiscal recovery funds eligible are defined in the EPA regulations. In general, CWSRF eligible projects include those aimed at repairing, constructing or improving wastewater treatment plants, controlling non-point sources of pollution, improving resilience of facilities to severe weather, provide green infrastructure and protect bodies of water from pollution (i.e., run-off).

Therefore, Staff is recommending the use of a portion ($600,000) of the $16.59 million of fiscal recovery funds for the proposed contracted services with CSMD of Los Angeles County. The various studies, repair and maintenance projects, and related monitoring tasks are CSLFRF eligible, through the nexus of EPA's CWSRF and DWSRF programs. The use of fiscal recovery funds for the annual contract will be in addition to the previously identified sewer capital projects. The preliminary cost estimate of the infrastructure and capital projects is more than $4.0 million.

City Council action approving the City Service Request will also amend the Fiscal Year 2021-22 budget, increasing appropriations to the General Fund, Account No. 100-30-340-6040.10 (Public Works, Sewer Operations, Other Contract Services). Subsequent budgets (i.e., FY 2022-23 and beyond) will make use of remaining fiscal recovery funds, while Staff studies the imposition of a dedicated sewer maintenance and capital projects fee.

BACKGROUND

The Consolidated Sewer Maintenance District (CSMD) of Los Angeles County, administered by the Los Angeles County Department of Public Works (LACDPW), provides maintenance and operations for sewer systems within unincorporated areas and 39 member cities within the County. Most member cities are full service cities that includes

all routine inspection and preventative maintenance services, emergency response services, long term capital improvement planning and implementation, and regulatory compliance and reporting.

On June 24, 2020, the City Council authorized a City Service Request with the CSMD for sewer system regulatory compliance assessment services. Staff has been working with CSMD staff and their expert consultant to develop a plan for ensuring the City meets all California State Water Resources Control Board (SWRCB) regulatory compliance requirements for sewer systems. This included consultation with SWRCB staff to develop a plan to move the City toward full compliance. In addition to deficiencies in meeting reporting requirements, SWRCB identified the City's lack of a preventative sewer maintenance program as a key deficiency in meeting regulatory requirements.

DISCUSSION

The recommended services are covered under the General Services Agreement with Los Angeles County, Agreement No. 3246 (Attachment A). In accordance with the terms and conditions of the Agreement, services are requested via the County's online City Service Request Tracking System (CSRTS).

The City does not currently have a preventative maintenance program for its sewer system. Maintenance has been limited to emergency response to clogging and sewer overflow events utilizing the contracted services provided by Mr. Rooter. Mr. Rooter's services have primarily included containment and cleanup of sewage spills, unclogging of sewer pipes that caused the backup, and needed emergency repairs billed at the contractual hourly rates for labor, equipment and materials. Mr. Rooter's contract (Agreement No. 3356) was approved by the City Council on February 14, 2018 for a term of 3 years at an annual cost of $240,000. The actual cost has averaged $350,000 annually during the term of the contract due to the added cost of emergency repairs required to mitigate sewer spills.

CSMD has proposed a complete maintenance and operation program at an annual cost not-to-exceed $600,000. The following services are included:

- Visual inspection of all 2,000 manholes - $40,000
- Video inspection of pipes (20% of system based on 5-year cycle) - $130,000
- Preventative pipe cleaning (20% of system based on 5-year cycle) - $65,000
- As-needed pipe cleaning (Budget for city-requested cleaning) - $100,000
- Sewer Remediation (Point repair budget) - $105,000
- Sewer Remediation (Pipe lining budget) - $160,000

State regulations require the City to implement an annual preventative maintenance program in order to prevent accidental sewer spills. The program must be documented in the City's Sewer System Management Plan (SSMP), which must be updated and submitted to the SWRCB every 5 years. CSMD is assisting the City with the update to the SSMP that is currently due. During the recent consultation with the SWRCB regarding the SSMP, SWRCB staff stressed the importance of dedicated funding for an annual maintenance program (i.e., a sewer maintenance and capital projects fee). At a minimum, the City will need to include this amount in the annual operating budget in the future. Since the City does not currently collect any fees specifically for sewer services, this amount will need to be included in the General Fund budget in the future. It is anticipated that regularly scheduled maintenance, cleaning, and video inspection of the system will eventually result in a decrease in the frequency and cost of emergency repairs. As discussed above, CSLFRF appropriations will be used for the first few years of this program, until a dedicated sewer fee can be established.

The proposed services by the CSMD are the most economical option for establishing the State-mandated sewer maintenance program. The CSMD is well-equipped to provide the recommended services immediately and offers an economy-of-scale savings with their large and well-established operation. The City would require a significant capital investment for equipment purchases, well over $1.5 million, in order to establish an internal sewer maintenance division. Additionally, a sewer maintenance division would require 3 to 4 new full time staff at an annual cost of approximately $250,000 to complete routine preventative maintenance, in addition to contracted services for video inspection and remediation/repairs.

Many small cities in Los Angeles County are unable to operate a sewer maintenance division that can compete with the lower cost of the CSMD. This is demonstrated in a comparison of the annual assessment per household for CSMD member cities, currently set at $50.50. Annual assessments for cities similar to Montebello that operate their own sewer maintenance division vary from $84 to more than $100 per household.

SUMMARY

Upon approval by the City Council of the recommended actions, staff will submit a City Service Request on the County's online system and coordinate with CSMD staff the recommended services for Fiscal Year 2021-22. In addition, City Council action will amend the FY 2021-22 budget, increasing appropriations to Account No. 100-30-340-6040.10 by $600,000.

ATTACHMENT (S):

A. Attachment A – Agreement No. 3246

AGREEMENT NO. 3246

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2017, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Montebello, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2022, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2022, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2022, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 22 day of March 2017.

The City of Montebello,

By _____
Mayor VIVIAN ROMERO

ATTEST:

City Clerk

By _____
IRMA BARAJAS

THE COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

JUN 29 2017

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#21 JUN 13 2017

LORI GLASGOW
EXECUTIVE OFFICER

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

July 7, 2017

Ms. Francesca Tucker-Schuyler
City Administrator
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Ms. Tucker-Schuyler:

RENEWAL OF GENERAL SERVICES AGREEMENT

Enclosed is a fully executed General Service Agreement between your City and the County of Los Angeles. This agreement extends the services that your City may receive for an additional five-year period commencing July 1, 2017 and ending June 30, 2022.

If you have any questions or need additional information, please contact Patricia Carbajal of my staff at (213) 974-1327 or pcarbajal@ceo.lacounty.gov.

We look forward to our continued collaboration.

Sincerely,

MANUEL RIVAS, JR.
Assistant Chief Executive Officer
Legislative Affairs and Intergovernmental Relations

MR:PC:lm

Enclosure

ITEM # 16

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Arnold M. Alvarez-Glasman, City Attorney

SUBJECT: **Consider adopting an Ordinance Setting Campaign Contribution Limits to Candidates for Elective City Office in Compliance with AB 571**

DATE: July 28, 2021

RECOMMENDATION(S):

It is recommended that the City Council proceed with one of the following options:

1) Adopt an ordinance establishing a "no limit" campaign contribution limit for candidates for elective City office; or

2) Adopt an ordinance establishing a maximum campaign contribution limit of $5,000 or other amount per year for candidates for elective City office; or

3) Take no action and allow the State default campaign contribution limits to apply to elections for elective City office.

FISCAL IMPACT

None. However, if the City establishes its own campaign contribution limits, there will be additional costs associated with the enforcement of those limits.

BACKGROUND

Assembly Bill No. 571 ("AB 571") was adopted on October 8, 2019 and sets forth default limits for campaign contributions. As it relates to local City or County elective office, AB 571 amends California Government Code ("Gov. Code") Section 85301 to establish a default limit that a person may make to a candidate for city elective office, or that a candidate for city elective office may receive from a person. The limit for city elective office is set at the same amount as a candidate for statewide elective office, other than

the Governor, and the amount increases every odd numbered year. These default limits took effect on January 1, 2021 unless the city or county had adopted their own campaign contribution limits. Gov. Code Section 85702.5 allows City's to adopt their own campaign contribution limits after January 1, 2021, which may be higher or lower than the default limits, including adopting a "no limit" campaign contribution limit. The City does not currently have an Ordinance in place that sets a limit to the amount of campaign contributions for elective City office; therefore, the limit defaults to the state's contribution limit of $4,900 per election term.

ANALYSIS

In addition to the campaign contribution limits set forth in Gov. Code Section 58301, if the City does not elect to establish its own campaign contribution limits under Gov. Code Section 85702.5 the following default provisions under AB 571 will apply:

- A candidate, nor a committee controlled by the candidate, may make a contribution to another candidate in excess of the limits provided for in AB 571.

- A candidate for City elective office may transfer campaign funds from one candidate-controlled committee to another committee for elective state, county or City office controlled by the same candidate. Such contributions must be transferred utilizing the "last in, first out" or "first in, first out" accounting method and are subject to the applicable contribution limits per contributor.

- A candidate for City elective office may not make a personal loan to their campaign which exceeds an outstanding balance of $100,000, and the candidate may not charge interest on any such loan.

- A candidate for City elective office may establish a committee to oppose the qualification of a recall measure and the recall.

- Contributions after the date of the election may be accepted to the extent contributions do not exceed net debts outstanding from the election, and contributions do not otherwise exceed applicable contribution limits for that election.

- Contributions may be carried over from one election to pay for campaign expenditures for a subsequent election for the same office.

- Candidates may raise contributions for a general election before the primary election (or special general election and special primary election) and establish separate campaign contribution accounts for both elections. The general or special general election contributions may only be used for the general or special general election. If the candidate is defeated in the primary election, the general

or special general election contributions must be refunded to the contributors on a prorated basis minus any expenses associated with the raising and administration of the general election contributions.

DISCUSSION

The default amounts are currently set at $4,900 for 2021-2022. These limits will apply unless local jurisdictions adopt their own campaign contribution limits under Gov. Code Section 85702.5. The City may adopt limits that are either higher or lower than the default limits and may also adopt a "no limit" campaign contribution limit. However, if a city adopts its own contribution limits, the Fair Political Practices Commission ("FPPC") will not be responsible for the administration or enforcement of the campaign contribution limits. Gov. Code Section 85702.5 also permits a City to adopt its own enforcement standards for a violation of the campaign contribution limits, which may include administrative, civil, or criminal penalties.

If the City desires to adopt a limit that is higher or lower than the default limits, it will need to consider what regulations it would like to implement such as limiting personal loans to a candidate's own campaign, or whether any funds will allowed to roll over from primary to general elections, and any other provisions similar to the default provisions discussed above. The City would also need to consider what administrative, civil, or criminal penalties it should implement for any violations. There would also be additional costs to the City associated with the investigation and enforcement of these regulations. In accordance with Gov. Code Section 85702.5, the limits on campaign contributions may be adopted by ordinance or resolution, or by voter initiative.

Unless there are any ancillary restrictions on campaign contributions, if the City desires to adopt a "no limit" campaign contribution limit, the City will not need to adopt any corresponding standards for violations or penalties associated with a "no limit" campaign contribution limit. Per the AB 571 Fact Sheet, in order to adopt a "no limit" contribution limit, the City will need to adopt an ordinance that explicitly states that "there are no limits on contributions."

If the City considers the default limits and regulations to be adequate, the City will not incur any additional costs associated with enforcement of those provisions as that will be the responsibility of the FPPC.

SUMMARY

Under AB 571, the City may elect to establish its own campaign contribution limits, which may be higher or lower than the default limits included under Gov. Code Section 85301, including a "no limit" campaign contribution limit. If the City elects to adopt its own limits, the City will be responsible for the administration and enforcement associated with those

limits. If the City elects to accept the State's default limits and regulations, then no further action is required.

ATTACHMENT(S):

A. Attachment A – AB 571
B. Attachment B – FPPC AB 571 Fact Sheet
C. Attachment C – Draft of Proposed Ordinance with a $5,000 contribution limit
D. Attachment D – Draft of Proposed Ordinance with a no maximum contribution limit

AB-571 Political Reform Act of 1974: contribution limits. (2019-2020)

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Date Published: 10/09/2019 09:00 PM

Assembly Bill No. 571

CHAPTER 556

An act to amend and repeal Sections 10003 and 10202 of the Elections Code, and to amend Section 85301 of, to amend, repeal, and add Sections 85305, 85306, 85307, 85315, 85316, 85317, and 85318 of, and to add Section 85702.5 to, the Government Code, relating to the Political Reform Act of 1974.

[Approved by Governor October 08, 2019. Filed with Secretary of State October 08, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 571, Mullin. Political Reform Act of 1974: contribution limits.

The Political Reform Act of 1974 prohibits a person, other than a small contributor committee or political party committee, from making to a candidate for elective state office, for statewide elective office, or for the office of Governor, and prohibits those candidates from accepting from a person, a contribution totaling more than a specified amount per election. For a candidate for elective state office other than a candidate for statewide elective office, the limitation on contributions is $3,000 per election, as that amount is adjusted by the Fair Political Practices Commission in January of every odd-numbered year.

Existing law authorizes a county, city, or district to limit campaign contributions in local elections. Existing law authorizes the governing board of a school district or of a community college district to limit campaign expenditures or contributions in elections to district offices. The act specifies that it does not prevent the Legislature or any other state or local agency from imposing additional requirements on a person if the requirements do not prevent the person from complying with the act, and that the act does not nullify contribution limitations or prohibitions by any local jurisdiction that apply to elections for local elective office, as specified.

This bill, commencing January 1, 2021, instead would prohibit a person from making to a candidate for elective county or city office, and would prohibit a candidate for elective county or city office from accepting from a person, a contribution totaling more than the amount set forth in the act for limitations on contributions to a candidate for elective state office. This bill would also authorize a county or city to impose a limitation that is different from the limitation imposed by this bill. This bill would make specified provisions of the act relating to contribution limitations applicable to a candidate for a elective county or city office, except as specified.

The act makes a violation of its provisions punishable as a misdemeanor and subject to specified penalties.

This bill would add the contribution limitation imposed by the bill to the act's provisions, thereby making a violation of the limitation punishable as a misdemeanor and subject to specified penalties. However, the bill would specify that a violation of a limitation imposed by a local government is not subject to the act's enforcement provisions. The bill would authorize a local government that imposes a limitation that is different from the limitation imposed by this bill to adopt enforcement standards for a violation of the limitation imposed

by the local government agency, including administrative, civil, or criminal penalties. By expanding the scope of an existing crime with regard to a violation of a contribution limitation imposed by the bill, the bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The Political Reform Act of 1974, an initiative measure, provides that the Legislature may amend the act to further the act's purposes upon a $^{2}/_{3}$ vote of each house of the Legislature and compliance with specified procedural requirements.

This bill would declare that it furthers the purposes of the act.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Most states impose limitations on contributions to candidates for elective county and city offices. California is among the minority of states without these contribution limitations.

(b) Most counties and cities in this state have not independently imposed limitations on contributions to candidates for elective offices in those jurisdictions.

(c) In counties and cities in this state that have not imposed limitations on contributions, candidates for elective offices in those jurisdictions often receive contributions that would exceed the limitations for a state Senate campaign, even though most counties and cities contain far fewer people than the average state Senate district.

(d) In counties and cities in this state that have not imposed limitations on contributions, candidates for elective office in those jurisdictions sometimes raise 40 percent or more of their total campaign funds from a single contributor.

(e) A system allowing unlimited contributions to a candidate for elective county or city office creates the risk and the perception that elected officials in those jurisdictions are beholden to their contributors and will act in the best interest of those contributors at the expense of the people.

(f) This state has a statewide interest in preventing actual corruption and the appearance of corruption at all levels of government.

(g) This act establishes a limitation on contributions to a candidate for elective office in a city or county in which the local government has not established a limitation. However, a local government may establish a different limitation that is more precisely tailored to the needs of its communities.

SEC. 2. Section 10003 of the Elections Code is amended to read:

10003. (a) A county may by ordinance or resolution limit campaign contributions in county elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 3. Section 10202 of the Elections Code is amended to read:

10202. (a) A city may, by ordinance or resolution, limit campaign contributions in municipal elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 4. Section 85301 of the Government Code is amended to read:

85301. (a) A person, other than a small contributor committee or political party committee, shall not make to a candidate for elective state office other than a candidate for statewide elective office, and a candidate for elective

state office other than a candidate for statewide elective office shall not accept from a person, a contribution totaling more than three thousand dollars ($3,000) per election.

(b) Except to a candidate for Governor, a person, other than a small contributor committee or political party committee, shall not make to a candidate for statewide elective office, and except a candidate for Governor, a candidate for statewide elective office shall not accept from a person other than a small contributor committee or a political party committee, a contribution totaling more than five thousand dollars ($5,000) per election.

(c) A person, other than a small contributor committee or political party committee, shall not make to a candidate for Governor, and a candidate for Governor shall not accept from any person other than a small contributor committee or political party committee, a contribution totaling more than twenty thousand dollars ($20,000) per election.

(d) (1) A person shall not make to a candidate for elective county or city office, and a candidate for elective county or city office shall not accept from a person, a contribution totaling more than the amount set forth in subdivision (a) per election, as that amount is adjusted by the Commission pursuant to Section 83124. This subdivision does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(2) This subdivision shall become operative on January 1, 2021.

(e) The provisions of this section do not apply to a candidate’s contributions of the candidate’s personal funds to the candidates own campaign.

SEC. 5. Section 85305 of the Government Code is amended to read:

85305. (a) A candidate for elective state office or committee controlled by that candidate shall not make any contribution to any other candidate for elective state office in excess of the limits set forth in subdivision (a) of Section 85301.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 6. Section 85305 is added to the Government Code, to read:

85305. (a) A candidate for elective state, county, or city office or committee controlled by that candidate shall not make a contribution to any other candidate for elective state, county, or city office in excess of the limits set forth in subdivision (a) of Section 85301. This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

SEC. 7. Section 85306 of the Government Code is amended to read:

85306. (a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state office of the same candidate. Contributions transferred shall be attributed to specific contributors using a “last in, first out” or “first in, first out” accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor may not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 8. Section 85306 is added to the Government Code, to read:

85306. (a) A candidate may transfer campaign funds from one controlled committee to a controlled committee for elective state, county, or city office of the same candidate. Contributions transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method, and these attributed contributions when aggregated with all other contributions from the same contributor shall not exceed the limits set forth in Section 85301 or 85302.

(b) Notwithstanding subdivision (a), a candidate for elective state office, other than a candidate for statewide elective office, who possesses campaign funds on January 1, 2001, may use those funds to seek elective office without attributing the funds to specific contributors.

(c) Notwithstanding subdivision (a), a candidate for statewide elective office who possesses campaign funds on November 6, 2002, may use those funds to seek elective office without attributing the funds to specific contributors.

(d) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(e) This section shall become operative on January 1, 2021.

SEC. 9. Section 85307 of the Government Code is amended to read:

85307. (a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state office shall not personally loan to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars ($100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 10. Section 85307 is added to the Government Code, to read:

85307. (a) The provisions of this article regarding loans apply to extensions of credit, but do not apply to loans made to a candidate by a commercial lending institution in the lender's regular course of business on terms available to members of the general public for which the candidate is personally liable.

(b) Notwithstanding subdivision (a), a candidate for elective state, county, or city office shall not personally loan to the candidate's campaign, including the proceeds of a loan obtained by the candidate from a commercial lending institution, an amount, the outstanding balance of which exceeds one hundred thousand dollars ($100,000). A candidate shall not charge interest on any loan the candidate made to the candidate's campaign. This subdivision does not apply to a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

SEC. 11. Section 85315 of the Government Code is amended to read:

85315. (a) Notwithstanding any other provision of this chapter, an elected state officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contributions limits set forth in this chapter. The voluntary expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 12. Section 85315 is added to the Government Code, to read:

85315. (a) Notwithstanding any other provision of this chapter, an elected state, county, or city officer may establish a committee to oppose the qualification of a recall measure, and the recall election. This committee may be established when the elected state, county, or city officer receives a notice of intent to recall pursuant to Section 11021 of the Elections Code. An elected state, county, or city officer may accept campaign contributions to oppose the qualification of a recall measure, and if qualification is successful, the recall election, without regard to the campaign contribution limits set forth in this chapter. The voluntary expenditure limits do not apply to expenditures made to oppose the qualification of a recall measure or to oppose the recall election.

(b) After the failure of a recall petition or after the recall election, the committee formed by the elected state, county, or city officer shall wind down its activities and dissolve. Any remaining funds shall be treated as surplus funds and shall be expended within 30 days after the failure of the recall petition or after the recall election for a purpose specified in subdivision (b) of Section 89519.

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

SEC. 13. Section 85316 of the Government Code is amended to read:

85316. (a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars ($3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars ($5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars ($20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars ($50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars ($100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars ($200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. None of the expenditures made by elected state officers pursuant to this subdivision shall be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars ($100).

(c) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 14. Section 85316 is added to the Government Code, to read:

85316. (a) Except as provided in subdivision (b), a contribution for an election may be accepted by a candidate for elective state, county, or city office after the date of the election only to the extent that the contribution does not exceed net debts outstanding from the election, and the contribution does not otherwise exceed the applicable contribution limit for that election.

(b) Notwithstanding subdivision (a), an elected state officer may accept contributions after the date of the election for the purpose of paying expenses associated with holding the office provided that the contributions are not expended for any contribution to any state or local committee. Contributions received pursuant to this subdivision shall be deposited into a bank account established solely for the purposes specified in this subdivision.

(1) A person shall not make, and an elected state officer shall not receive from a person, a contribution pursuant to this subdivision totaling more than the following amounts per calendar year:

(A) Three thousand dollars ($3,000) in the case of an elected state officer of the Assembly or Senate.

(B) Five thousand dollars ($5,000) in the case of a statewide elected state officer other than the Governor.

(C) Twenty thousand dollars ($20,000) in the case of the Governor.

(2) An elected state officer shall not receive contributions pursuant to paragraph (1) that, in the aggregate, total more than the following amounts per calendar year:

(A) Fifty thousand dollars ($50,000) in the case of an elected state officer of the Assembly or Senate.

(B) One hundred thousand dollars ($100,000) in the case of a statewide elected state officer other than the Governor.

(C) Two hundred thousand dollars ($200,000) in the case of the Governor.

(3) Any contribution received pursuant to this subdivision shall be deemed to be a contribution to that candidate for election to any state office that the candidate may seek during the term of office to which the candidate is currently elected, including, but not limited to, reelection to the office the candidate currently holds, and shall be subject to any applicable contribution limit provided in this title. If a contribution received pursuant to this subdivision exceeds the allowable contribution limit for the office sought, the candidate shall return the amount exceeding the limit to the contributor on a basis to be determined by the Commission. The expenditures made by elected state officers pursuant to this subdivision shall not be subject to the voluntary expenditure limitations in Section 85400.

(4) The Commission shall adjust the calendar year contribution limitations and aggregate contribution limitations set forth in this subdivision in January of every odd-numbered year to reflect any increase or decrease in the Consumer Price Index. Those adjustments shall be rounded to the nearest one hundred dollars ($100).

(c) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(d) This section shall become operative on January 1, 2021.

SEC. 15. Section 85317 of the Government Code is amended to read:

85317. (a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state office may carry over contributions raised in connection with one election for elective state office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state office.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 16. Section 85317 is added to the Government Code, to read:

85317. (a) Notwithstanding subdivision (a) of Section 85306, a candidate for elective state, county, or city office may carry over contributions raised in connection with one election for elective state, county, or city office to pay campaign expenditures incurred in connection with a subsequent election for the same elective state, county, or city office. This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(b) This section shall become operative on January 1, 2021.

SEC. 17. Section 85318 of the Government Code is amended to read:

85318. (a) A candidate for elective state office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state office is defeated in the primary election or special primary election, or otherwise withdraws from the general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section shall remain in effect only until January 1, 2021, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2021, deletes or extends that date.

SEC. 18. Section 85318 is added to the Government Code, to read:

85318. (a) A candidate for elective state, county, or city office may raise contributions for a general election before the primary election, and for a special general election before a special primary election, for the same elective state, county, or city office if the candidate sets aside these contributions and uses these contributions for the general election or special general election. If the candidate for elective state, county, or city office is defeated in the primary election or special primary election, or otherwise withdraws from the general election or special general election, the general election or special general election funds shall be refunded to the contributors on a pro rata basis less any expenses associated with the raising and administration of general election or special general election contributions. Notwithstanding Section 85201, candidates for elective state, county, or city office may establish separate campaign contribution accounts for the primary and general elections or special primary and special general elections.

(b) This section does not apply in a jurisdiction in which the county or city imposes a limit on contributions pursuant to Section 85702.5.

(c) This section shall become operative on January 1, 2021.

SEC. 19. Section 85702.5 is added to the Government Code, to read:

85702.5. (a) A county or city may, by ordinance or resolution, impose a limit on contributions to a candidate for elective county or city office that is different from the limit set forth in subdivision (d) of Section 85301. The limitation may also be imposed by means of a county or city initiative measure.

(b) A county or city that establishes a contribution limit pursuant to subdivision (a) may adopt enforcement standards for a violation of that limit, which may include administrative, civil, or criminal penalties.

(c) The Commission is not responsible for the administration or enforcement of a contribution limit adopted pursuant to subdivision (a).

(d) This section shall become operative on January 1, 2021. A county or city's limit on contributions to a candidate for elective county or city office that is in effect on the operative date of this section shall be deemed to be a limit imposed pursuant to subdivision (a).

SEC. 20. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

SEC. 21. The Legislature finds and declares that this bill furthers the purposes of the Political Reform Act of 1974 within the meaning of subdivision (a) of Section 81012 of the Government Code.

Fair Political Practices Commission
Contribution Limits: City and County Candidates[1]

Introduction

Pursuant to Assembly Bill 571 (Stats. 2019, Ch. 556, AB 571 Mullin), beginning January 1, 2021 a state campaign contribution limit will by default apply to city and county candidates when the city or county has not already enacted a contribution limit on such candidates. Along with the new campaign contribution limit, there are also other related provisions that formerly applied only to state level candidates that will now apply to city and county candidates. Please note that none of the provisions of AB 571 discussed in this fact sheet apply to candidates in cities or counties for which the city or county has enacted campaign contribution limits.

Current State Contribution Limit

The contribution limit that will now apply to city and county candidates pursuant to AB 571 is updated biennially for inflation. Contribution limits can be found in Regulation 18545(a)[2] and on the FPPC website here. The default limit for contributions to city and county candidates subject to AB 571 for 2021-2022 is set at $4,900 per election.

Other Amended Provisions Affecting City and County Candidates

Several other provisions will now apply to city and county candidates in jurisdictions that have not enacted campaign contribution limits, including the following:

- A candidate may not make a contribution over the AB 571 limit to another candidate in jurisdictions subject to the AB 571 limit.

- Candidates may transfer campaign funds from one candidate-controlled committee to another committee controlled by the same candidate if the committee receiving the transfer is for an elective state, county or city office. However, contributions transferred must be transferred using the “last in, first out” or “first in, first out” accounting method and shall not exceed the applicable contribution limit per contributor.

[1] This fact sheet is informational only and contains only highlights of selected provisions of the law. It does not carry the weight of the law. For further information, consult the Political Reform Act and its corresponding regulations, advice letters, and opinions.

[2] The Political Reform Act is contained in Government Code Sections 81000 through 91014. All statutory references are to the Government Code, unless otherwise indicated. The regulations of the Fair Political Practices Commission are contained in Sections 18110 through 18997 of Title 2 of the California Code of Regulations. All regulatory references are to Title 2, Division 6 of the California Code of Regulations, unless otherwise indicated.

- Candidates may not personally loan to a candidate's campaign an amount for which the outstanding balance exceeds $100,000. A candidate may not charge interest on any such loan the candidate made to the candidate's campaign.

- Candidates may establish a committee to oppose the qualification of a recall measure and the recall election when the candidate receives a notice of intent to recall. Campaign funds raised to oppose the qualification of a recall measure and/or the recall election would not be subject to any campaign contribution limit under the Act.

- Contributions after the date of the election may be accepted to the extent contributions do not exceed net debts outstanding from the election, and contributions do not otherwise exceed applicable contribution limits for that election.

- Candidates may carry over contributions raised in connection with one election to pay for campaign expenditures incurred in connection with a subsequent election for the same office.

- Candidates are permitted to raise contributions for a general election before the primary election and may establish separate campaign contribution accounts for the primary and general so long as candidates set aside contributions and use them for the general or special general election as raised. If the candidate is defeated in the primary election or otherwise withdraws from the general election, the general election funds must be refunded to contributors on a pro rata basis less any expenses associated with the raising and administration of the general election contributions.

- Candidates that are currently in office that are running for reelection to the same seat in an election after January 1, 2021 may carry over campaign funds without attribution. Candidates running for a different office also do not need to do LIFO FIFO or attribution.

FAQs

A. If a city or county does not currently have contribution limits set within their ordinance would the state contribution limit be the default?

Yes. The state contribution limit stated above would be the default contribution limit if the city or county ordinance is silent on whether there are contribution limits within that jurisdiction or if there is no city or county ordinance in place.

B. Is there a way for a city or county to adopt "no" contribution limits for city or county elective city and county offices?

Yes. A city or county may elect to have "no" contribution limits. To do so, it must explicitly state in the city or county ordinance that there are no limits on contributions. If it is explicit that the city or county has implemented "no" contribution limits, the state contribution limit will not apply as a default for that jurisdiction.

C. Can a city or county ordinance be less restrictive than the AB 571 limit (e.g., the city or county limit is set higher than the state limit)?

Yes. A city or county can set contribution limits higher than the default state limit.

D. If a city or county imposes contribution limits, is the Commission responsible for enforcing those limits?

No. The Commission will not regulate the administration or enforcement of the penalties. Cities or counties with existing limits or that adopt their own limits are not subject to the state limit and may impose their own penalties for violations.

E. If a city or county has voluntary contribution limits, but no mandatory contribution limits will the state limit be applicable?

Yes. A city or county must enact mandatory contribution limits to avoid the state limit applying to elective city and county offices.

F. Does the default contribution limit also include judicial candidates?

No. Elective city and county offices do not include judicial offices.

G. If a city or county has imposed contribution limits for particular city or county offices (e.g., Board of Supervisors), do those limits also apply to other positions such as the District Attorney or would the default state limit apply if a particular position is not specifically addressed by the city or county?

The default state limit would apply to other positions for which the city or county has not set contribution limits. A city or county ordinance must explicitly state the city or county contribution limits and for which elective offices those limits will apply. A city or county may adopt a general provision implementing a contribution limit for all elective city and county offices in that jurisdiction. As noted above, a city or county may also adopt an ordinance that states the city or county is adopting no contribution limits for any offices to avoid the default state limit applying.

H. Does AB 571 apply to special district or school district elections?

No. AB 571 applies only to city and county elections for offices that a city or county has not implemented its own contribution limit.

I. Can candidates that are subject to the AB 571 contribution limit open an officeholder committee?

No. Officeholder committees are not permitted for candidates subject to the AB 571 contribution limit. However, a candidate may use a committee for the officeholder's future election for officeholder expenses. A candidate may also use existing funds in the election committee for current office for officeholder expenses.

J. Does the AB 571 contribution limit apply to debt retirement for the 2020 election?

No. For purposes of retiring debt, the contribution limit is the one that was applicable to that election. The Act did not impose a contribution limit on city and county candidates in 2020.

K. If a contribution was received for an election occurring after January 1, 2021, PRIOR to January 1, 2021, does this contribution count towards the new AB 571 contribution limit after January 1, 2021?

Yes. There was no contribution limit imposed on city and county candidates under the Act prior to January 1, 2021; however, if someone has already contributed up to or above the limit for a given election occurring after January 1, 2021, they will not be able to further contribute after January 1, 2021 to the same candidate for the same election.

L. If a contributor gave $10,000 in 2020 (prior to the AB 571 limit going into effect) to committee for a 2022 primary election, what happens?

The AB 571 contribution limit does not apply to contributions made prior to January 1, 2021 so a contribution of this amount is permissible. However, the prior contribution would limit subsequent contributions for the same election (see last question).

M. Does the AB 571 contribution limit apply to political party committees and small contributor committees making contributions to candidates subject to the AB 571 limit?

Yes. Political parties and small contributor committees are only permitted to give contributions to candidates subject to the AB 571 in amounts up to the applicable AB 571 contribution limit for that candidate.

N. Does the AB 571 limit apply to county central committee candidates?

No. AB 571 imposes a contribution limit on city and county elective offices when a local jurisdiction has not already done so. Local jurisdictions are prohibited from placing contribution limits on county central committee candidates; therefore, AB 571 is not applicable to those offices.

O. If an election was held in November 2020, but resulted in the need for a run-off election to be held in February 2021, how would the contributions be treated under AB 571?

The run-off election is considered a new election. If a contributor gave any amount to an AB 571 candidate for the November 2020 election, the same contributor would still be permitted to contribute up to $4,900 (the AB 571 limit) to the same candidate for the February 2021 run-off election.

ATTACHMENT C

ORDINANCE NO. 2440-A

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADDING CHAPTER 2.10 TO THE MONTEBELLO MUNICIPAL CODE ESTABLISHING CAMPAIGN CONTRIBUTION LIMITS FOR CITY ELECTIVE OFFICE

WHEREAS, the City of Montebello ("City") does not currently limit the amounts persons may contribute to a candidate's campaign for City elective office; and

WHEREAS, in 2019, Assembly Bill 571 ("AB 571") was enacted establishing default limits and regulations for cities and counties that have not established their own campaign contribution limits, and such default limits became effective as of January 1, 2021;

WHEREAS, AB 571 allows cities to establish their own campaign contribution limits for city elective office by ordinance or resolution, which may be higher or lower than the default limits pursuant to California Government Code ("Gov. Code") Section 85702.5;

WHEREAS, the California Fair Political Practices Commission's AB 571 Fact Sheet also advises that a city or county may elect to have no contribution limits if explicitly stated in an ordinance that there are no limits on contributions;

WHEREAS, the City desires to amend the Montebello Municipal Code to establish the following campaign contribution limits pursuant to Gov. Code Section 85702; and

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

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

SECTION 2. AMENDMENT; ADDITIONS. Chapter 2.10 Campaign Contribution Limits, including Sections 2.10.010 through 2.10.040 are hereby added to the Montebello Municipal Code to read as follows.

Chapter 2.10 – CAMPAIGN CONTRIBUTION LIMITS

2.10.010 - Purpose

The purpose of this Chapter is to establish campaign contribution limits for elective city office to combat and prevent corruption, and the potential for corruption, due to

disproportionately large donations from single contributions that create the appearance of a conflict of interest. In proposing the limits included in this Chapter, the City has considered a balance between the dual objectives of preventing corruption and abridging the freedom of contributors to provide support for their preferred candidates. This Chapter also seeks to establish enforcement mechanisms to allow the City to effectively pursue these objectives.

2.10.020 - Definitions

The terms included in this Chapter shall have the same definitions as provided for in the California Political Reform Act of 1974 (Gov. Code Section 8100, *et. seq.* as amended) unless otherwise provided for in this Chapter. "City" shall refer to the City of Montebello.

2.10.030 – Campaign Contribution Limits

A. No person shall make any contribution to the campaign or committee controlled by a candidate for elective City office, in the aggregate, in excess of Five Thousand Dollars ($5,000.00) per year, per candidate. This amount shall increase every odd-numbered year to reflect any changes in the Consumer Price Index for the Los Angeles-Riverside-Orange County Area as released by the U.S. Department of Labor, Bureau of Statistics.
B. No candidate for elective City office, nor the committee controlled by candidate shall accept any contributions, in the aggregate, in excess of the amount specified in subsection A, per year from any person or committee.
C. No candidate for elective City office or a committee controlled by the candidate, shall make any contribution to another candidate for elective City office or a committee controlled by the other candidate, in the aggregate, in excess of the amount specified in subsection A, per year, per candidate.
D. A candidate for elective City office may transfer campaign funds from one committee controlled by the candidate to another committee controlled by the candidate. The contribution transferred shall be attributed to specific contributors using a "last in, first out" or "first in, first out" accounting method. The aggregate amount of contribution from the same contributor shall not exceed the amount specified in subsection A, per year.
E. A candidate for elective City office shall not personally loan to the candidate's campaign, including the proceeds from a loan made to the candidate by a commercial lending institution, an amount, the outstanding balance of which exceeds One Hundred Thousand Dollars ($100,000.00). A candidate shall not charge interest on any loan made to the candidate's campaign.

F. A contribution to a candidate for elective City office after the date of the election may only be accepted if the amount does not exceed the net debts outstanding from the election, and does not exceed the limit set forth in subsection A.
G. A candidate for elective City office may carry over contributions raised in an election to pay for campaign expenditures in a subsequent election for the same elective City office.
H. A candidate for elective City office may raise contributions for a general election before the primary election (or special general election before the special primary election) and establish separate campaign contribution accounts for both elections. The general or special general election contributions must be set aside and used for the general or special general election. If the candidate is defeated in the primary or special primary election, the general or special general election contributions shall be refunded to the contributors on a prorated basis, minus any expenses associated with the raising and administration of the general election or special general contributions.

2.10.040 – Violation

Any violation of any provision of this Chapter, is subject to prosecution under Chapter 1.12 of the Montebello Municipal Code, as well as any other administrative, civil, or criminal penalties, including injunctive relief available under any applicable law.

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 approval 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.

APPROVED AND ADOPTED ___th day of _____ 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the __th day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ATTACHMENT D

ORDINANCE NO. 2440-B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADDING CHAPTER 2.10 TO THE MONTEBELLO MUNICIPAL CODE ESTABLISHING CAMPAIGN CONTRIBUTION LIMITS FOR CITY ELECTIVE OFFICE

WHEREAS, the City of Montebello ("City") does not currently limit the amounts persons may contribute to a candidate's campaign for City elective office; and

WHEREAS, in 2019, Assembly Bill 571 ("AB 571") was enacted establishing default limits and regulations for cities and counties that have not established their own campaign contribution limits, and such default limits became effective as of January 1, 2021;

WHEREAS, AB 571 allows cities to establish their own campaign contribution limits for city elective office by ordinance or resolution, which may be higher or lower than the default limits pursuant to California Government Code ("Gov. Code") Section 85702.5;

WHEREAS, the California Fair Political Practices Commission's AB 571 Fact Sheet also advises that a city or county may elect to have no contribution limits if explicitly stated in an ordinance that there are no limits on contributions;

WHEREAS, the City desires to amend the Montebello Municipal Code to establish the following campaign contribution limits pursuant to Gov. Code Section 85702; and

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

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

SECTION 2. AMENDMENT; ADDITIONS. Chapter 2.10 Campaign Contribution Limits, including Sections 2.10.010 through 2.10.020 are hereby added to the Montebello Municipal Code to read as follows.

Chapter 2.10 – CAMPAIGN CONTRIBUTION LIMITS

2.10.010 - Authority

Pursuant to California Government Code ("Gov. Code") Section 85702.5, the City is authorized to impose limits on contributions to a candidate for elective City office that is different from the default limits established by Gov. Code Section 85301(d).

2.10.020 – Campaign Contribution Limit

There shall be no limit on the amount of contributions made to the campaign of a candidate for elective City office by any individual, entity, or committee.

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 approval 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.

APPROVED AND ADOPTED ___th day of _____ 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the __th day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ITEM #17

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Proposed Ordinance Amending and Restating the Rules of Order and Procedure for the Conduct of all City Council and Successor Agency Meetings, Proceedings, and Business**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Review and discuss rescinding Resolution Nos. 89-70, 06-22, 11-89, and 19-124 and adopting the proposed Ordinance amending the Rules of Order and Procedure for the Conduct of City Council Meetings at the next regularly scheduled City Council meeting; and

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

FISCAL IMPACT

No direct financial impacts are foreseen as a consequence of updating the Council Rules of Order and Procedure.

BACKGROUND

The rules establishing procedures to address the City Council and standards of decorum were approved in 1989 by adoption of Resolution No. 89-70. Subsequently, Resolution No. 06-22 was adopted to amend the rules addressing the procedures for addressing the City Council and standards of decorum, and to include additional rules such as the order of business, public participation, and City Council oral reports. In 2011, the rules were amended once again to clarify City Council oral communications.

DISCUSSION

After a thorough review of the current Rules of Order and Procedures, and review of several cities, a number of updates are being proposed which would enhance the clarity of the rules, incorporate existing practices, and address questions of process which have arisen in recent months. Some of the cities that Staff reviewed included but are not limited to: Pasadena, Newport Beach, Manhattan Beach, Eastvale, Los Altos, Menlo Park, Aurora, and Palo Alto.

The proposed rule changes are intended to maximize the efficiency of City Council meetings and provide general policies and rules pertaining to the operations of the City Council. The most significant changes being proposed are establishing a new meeting start time, amending the dark meetings, establishing general meeting requirements, establishing procedures for the conduct of meetings and a proposed meeting length.

SUMMARY

Staff constantly strives to makes meetings as productive, inclusive, and efficient as possible. From time-to-time, there is a need to update and restate the Rules of Order and Procedure, whether as a result of subsequent updates or to ensure the orderly conduct of City business. Staff is recommending that the City Council review and discuss rescinding Resolution Nos. 89-70, 06-22, 11-89, and 19-124; and adopting the proposed Ordinance at the next regularly scheduled City Council meeting. Once the proposed Ordinance is adopted, Staff will work towards creating a comprehensive handbook that will serve as a reference guide for current City Council and future members. Staff will also begin to work on Rules of Order and Procedure for the conduct of all Commission and Committee meetings, proceedings, and business.

ATTACHMENT(S):

A. Attachment A – Resolution No. 89-70
B. Attachment B – Resolution No. 06-22
C. Attachment C – Resolution No. 11-89
D. Attachment D – Resolution No. 19-124
E. Attachment E – Proposed Ordinance

ATTACHMENT A

Amended by 89-88

RESOLUTION NO. 89-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO PROVIDING RULES FOR THE CONDUCT OF AUDIENCE PARTICIPATION

THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES RESOLVE AS FOLLOWS:

SECTION 1. **Procedure for addressing Council.**

(a) Each person wishing to address the council on an item not listed as a public hearing shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 8 p.m. Upon receipt of the card, the city clerk shall deliver it to the presiding officer.

(b) Information to be provided on such card by each person wishing to address the council shall include the person's name and address; whether he or she is speaking for himself or herself, an organization or another party; the agenda item he or she wishes to address; and/or a brief description of the subject matter he or she wishes to present.

(c) The maximum time for addressing the council shall be limited to five minutes; however, the presiding officer may either extend or reduce the maximum time to such period of time as the council may determine.

(e) When called upon by the presiding officer, each person addressing the council shall step up to the microphone in front of the rail, shall give his or her name, address and organization or other party he or she represents, if any, in an audible tone of voice for the record, and limit his or her address to five minutes. All remarks shall be addressed to the presiding officer and not to any one member. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked a councilmember or staff member except through the presiding officer.

(f) In order to expedite council business and to avoid repetitious presentations, whenever any organization or group of persons wishes to address the council on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, the spokesperson shall limit his or her address to five minutes; and, once he or she is heard, following speakers from the organization or group shall be limited to facts not already presented by the spokesperson.

Section 2. **Standards of decorum.**

(a) The Mayor or presiding officer shall have the right to terminate any oral communication where such is not of interest to the public or within the subject matter jurisdiction of the City Council or is redundant or repetitious. Debates between individual members of the Council and audience should be discouraged.

(b) Speakers shall not present the same or substantially same items or arguments to the council repeatedly or be repetitious or dilatory in presenting their ~~oral~~ comments. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person more than once in any four month period. Nothing in the foregoing precludes submission of comments to the City Council in writing regarding such action or non-action.

(c) Any person who becomes boisterous while addressing the council or who otherwise disrupts the orderly conduct of the Council's business shall be barred after being admonished from addressing the Council further.

Section 3. Enforcement of Decorum.

The chief of police, or such member, or members, of the police department or police reserve as he may designate, shall be sergeant-at-arms of the council meetings. He, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at council meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to place any person who violates the order and decorum of the meeting under arrest.

Section 4. That the City Clerk shall certify to the adoption of this resolution and shall cause the same to be published in the manner prescribed by the law.

PASSED AND APPROVED THIS 22 DAY OF May 1989.

William O. Nighswonger, Mayor

ATTEST:

Mary Anne Saucedo, City Clerk
by: Joan Caterino, Deputy

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

I, Mary Anne Saucedo, City Clerk of the City of Montebello, do hereby certify that the foregoing resolution was duly adopted by the City Council of said City at a regular meeting thereof held on the 22nd day of May, 1989, and carried by the following vote:

AYES: COUNCILMEMBERS: Glasman, Salazar, Payan, Nighswonger

NOES: COUNCILMEMBERS: Pizzorno
ABSENT: COUNCILMEMBERS: None

Mary Anne Saucedo, City Clerk
by: Joan Caterino, Deputy

RESOLUTION NO.06-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING AND RESTATING RESOLUTION NO. 89-70 CONCERNING RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Montebello and the Redevelopment Agency of the City of Montebello:

SECTION 1. **Meetings Open to the Public.**

The City Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the City Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

SECTION 2. **Time and Place of City Agency/Council Meetings.**

Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. The Redevelopment Agency meeting will start at 6:30 p.m. The City Council Closed Session will start at 6:30 p.m. or at the conclusion of the Agency meeting. The Agency Chairman may recess the Agency meeting to take up City Council closed session items. Discussion on all closed session items shall end promptly at 7:30 p.m. or be recessed until the conclusion of the regular City Council meeting. The regular City Council meeting will start at 7:30 p.m.

SECTION 3. **Order of Business.**

The business of the Agency and City Council at regularly scheduled meetings shall be disposed of in the following order:

Redevelopment Agency – 6:30 p.m.

Call Meeting to Order
Roll Call
Approval of Agenda
Scheduled Matters
New Business
Old Business
Routine Matters/Consent Calendar
Statement of Oral Communications
Oral Communications
Agency Orals & Agency Action Items
Closed Session
Closed Session Report
Adjournment

City Council - 6:30 p.m. Closed Session

Call Meeting to Order
Roll Call

Announcement of Closed Session Items
Comments
Closed Session

City Council - 7:30 p.m. Regular Meeting

Call Meeting to Order
Roll Call
Invocation
Pledge of Allegiance
Closed Session Report
Ceremonial Items/Presentations
Statement of Oral Communications
Oral Communications (Limited to 30 minutes)
Approval of Agenda
Scheduled Matters
New Business
Old Business
Routine Matters/Consent Calendar
Continued Oral Communications (if necessary)
Council Orals & Council Action Items
Adjournment

SECTION 4. **Statement of Oral Communications.**

Every Agency and City Council Agenda shall contain a Statement of Oral Communications in substantially the following form:

"Statement of Oral Communications: Thank you for participating in tonight's meeting. Individuals interested in addressing the City Council [Redevelopment Agency] on any agenda item or topic must fill out a form provided at the door, and turn it in to the City Clerk prior to 7:30 p.m. A form does not need to be submitted for public hearing items. Forms turned in after 7:30 p.m. may be held until the next regular meeting.

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

Please be aware that the maximum time allotted for individuals to speak shall not exceed three (3) minutes per speaker. Please be as specific as possible about the topic on which you wish to speak. Further, in accordance with state law, the City Council [Redevelopment Agency] may not take action or entertain extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor [Chairman] and not to the audience or staff members. "

SECTION 5. **Procedure for Addressing the Agency/City Council.**

A. Each person wishing to address the Agency or City Council on an item not listed as a public hearing item shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 7:30 p.m that night. Upon receipt of the card, the City Clerk shall deliver it to the presiding

officer. Request to speak cards submitted after 7:30 p.m. may be called on at the next regular meeting of the City Council or Agency.

Once a speaker completes all of their comments, Agency/Council members may ask brief questions concerning such comments and inquiries. However, the Agency/Council should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Administrator for a brief response, further review and/or further action, if appropriate. Alternatively, the Agency/Council may request the issue be agendized for discussion at a future Agency/Council meeting.

B. Each person wishing to address the Agency or City Council on a scheduled matter shall complete a card provided by the City Clerk for that purpose. Once the card is completed, it shall be returned to the City Clerk prior to 7:30 p.m. that night. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. Speakers will be heard when the item is up for discussion, following the staff report, Agency/Council questions and Applicant presentation, if any. All speakers wishing to speak on scheduled matters shall be heard. Speakers wishing to address the Agency/Council on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Agency/Council on a public hearing item shall be heard after the public hearing is opened by the presiding officer.

C. The maximum time for addressing the Agency/Council on any item shall be limited to three (3) minutes per speaker. For land use public hearings, the Applicant presentation shall be limited to ten (10) minutes. For appeal hearings, the Appellant presentation shall be limited to fifteen (15) minutes. However, the presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Agency/Council. Extensions of time shall be granted in minute increments.

D. Speakers will be called in the order that their request to speak card is recorded by the City Clerk. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. When called upon by the presiding officer, each person addressing the Agency/Council shall step up to the microphone in front of the rail, give their name, address and organization or other party represented, if any, and in an audible tone of voice, address the Agency/Council for no more than three (3) minutes. All comments shall be addressed to the presiding officer and not to any single Council or Agency member. No person, other than the person having the floor, shall be permitted to enter into any discussion, either directly or indirectly or through a member of the Council or Agency, without the permission of the presiding officer. No questions shall be asked a Council or Agency or staff member except through the presiding officer.

E. In order to expedite Agency/Council business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper for the presiding officer to inquire whether the organization or group has a spokesperson. If so, the spokesperson shall limit his or her address to three (3) minutes and once the spokesperson is heard, additional speakers from the organization or group shall be limited to addressing facts not already presented by the spokesperson.

SECTION 6. **Agency/Council Oral Reports and Action Items.**

A. Agency/Council members shall comply with the requirements of Resolution No. 06-22 ("Administrative Policy for Placement of Action Items on City Council Agendas by Councilmembers").

B. In accordance with subsection (E) of Resolution No06-22 requests for Agency/Council action items and oral reports shall be introduced and explained by the Agency/Council member that placed the item on the Agenda. Agency/Council members should endeavor to complete their presentations in five (5) minutes or less. Agency/Council members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Agency/Council member shall be provided an opportunity to ask questions and comment on the request.

SECTION 7. **Standards of Decorum.**

A. The Mayor shall be the presiding officer at City Council meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Agency/Council or is redundant or repetitious. Debates between Agency/Council members and the public should be discouraged.

C. Any person who becomes boisterous while addressing the Agency/Council or who otherwise disrupts the orderly conduct of the Agency's/Council's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. The chief of police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Agency/Council meetings. The sergeant at arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Agency/Council meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to place any person who violates the order and decorum of the meeting under arrest.

SECTION 8. This Resolution shall be effective within one (1) day of its adoption.

Robert Bagwell, Mayor

CITY OF MONTEBELLO INCORPORATED OCT 16 1920 CALIFORNIA

ATTEST:

Robert J. King, City Clerk

APPROVED AS TO FORM:

Marco A. Martinez, Agency Counsel

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

I, ROBERT J. KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No. 06-22 as duly and regularly approved and adopted by the Montebello City Council at their regular meeting held on the 22nd day of February 2006, as approved by law by the following vote:

AYES:	Members:	Lopez-Reid, Siccama, Bagwell
NOES:	Members:	Vasquez, Molinari
ABSTAIN:	Members:	None
ABSENT:	Members:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 22nd of February 2006.

Robert J. King, City Clerk

(resoatst)

RESOLUTION NO. 11-89

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO AMENDING AND RESTATING RESOLUTION NO. 06-22 CONCERNING RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS

WHEREAS, on February 22, 2006 the City Council of the City of Montebello defined certain rules for the conduct of City Council meetings; and

WHEREAS, the City Council has determined the need to formalize the placement of Council Oral Communications on City Council Agendas consistent with the requirements of the Brown Act; and

WHEREAS, Government Code Section 54954.2(a) requires that an agenda item must contain a brief, general description of each item of business to be transacted or discussed which generally need not exceed 20 words; and

WHEREAS, currently, the City Council has been listing City Council Oral Communications in broad generalities and often times using no more than a few words which fails to adequately inform members of the public and provide a clear description of the intent of the Council Oral and the topic or topics to be discussed.

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

SECTION 1. An amendment to Montebello City Council Resolution No 06-22 is adopted and adds a new Section C, which reads as follows:

C All City Council Oral Communications shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All City Council Oral Communications shall provide a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

In all other respects, Resolution No 06-22 shall remain in full force and effect, and is hereby restated.

SECTION 2. If the City Council Oral Communication offered fails to comply with the policy expressed in Resolution 06-22, as amended, the City Administrator shall not place the item of the agenda and shall request a complete sentence to be stated prior to the item being listed on the City Council agenda.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution, which shall become effective upon its approval by the City Council.

APPROVED AND ADOPTED ON THIS 12th DAY OF OCTOBER 2011

BY _____
Art Barajas, Mayor

ATTEST

_____
Robert J King, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

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

I, ROBERT J KING, City Clerk of the City of Montebello, do hereby certify that the foregoing Resolution No.11-89 as duly regularly approved and adopted by the Montebello City Council at special meeting held on the 12th day of October 2011, as approved by law by the following vote:

AYES	Members:	Molinari, Gomez, Perez, Barajas
NOES	Members:	Cortez
ABSTAIN	Members:	None
ABSENT	Members:	None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 12th of October, 2011

Robert J. King

Robert J King, City Clerk

RESOLUTION NO. 19-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA CANCELING ON AN ANNUAL BASIS CITY COUNCIL MEETINGS ON THE FIRST WEEK OF JULY AND THE SECOND MEETINGS OF NOVEMBER AND DECEMBER

WHEREAS, the City Council wishes to honor future summer vacations and holiday schedules, cancel certain City Council meetings to avoid conflicts, and place the public on notice of the cancellation of such meetings.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City of Montebello's regularly scheduled City Council meetings on the first week of July and the second weeks of November and December for each calendar year are hereby canceled effective from the date of this resolution and ongoing until this resolution is rescinded, amended or modified.

SECTION 2. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and it shall thereupon be in full force and effect upon its execution.

PASSED, APPROVED AND ADOPTED THIS 23rd DAY OF OCTOBER, 2019.

Jack Hadjinian, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 19-124 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 23rd day of October, 2019, as approved by law by the following vote:

AYES: **JIMENEZ, TORRES, MELENDEZ, COBOS-CAWTHORNE, HADJINIAN**
NOES: **NONE**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 23 day of October, 2019.

IRMA BARAJAS, City Clerk

CITY OF MONTEBELLO INCORPORATED OCT. 16, 1920 CALIFORNIA

ATTACHMENT E

ORDINANCE NO. 21-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING AND RESTATING RULES OF ORDER FOR THE CONDUCT OF ALL CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS, PROCEEDINGS, BUSINESS, AND RESCINDING RESOLUTION NO. 89-70, 06-22, 11-89, AND 19-124

RECITALS

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, the City Council has, by prior Resolutions, the last of which was Resolution No. 19-124, canceled on an annual basis City Council meetings on the First week of July and the second meetings of November and December to honor future summer vacations and holiday schedules; and

WHEREAS, from time-to-time there is a need to update and restate such rules, whether as a result of subsequent policy decisions and to ensure the orderly conduct of City business; and

WHEREAS, so that there is consistency across the conduct of all City-related business, certain such rules should apply city-wide to the Council/Agency.

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

SECTION 1. The City Council of the City of Montebello does hereby rescind Resolution No.'s 89-70, 06-22, and 11-89 and establish the following rules for the conduct of its meetings, proceedings, and business.

SECTION 2. The City Council of the City of Montebello does hereby rescind Resolution No.19-124, and establishes the following rules for Dark Meetings as stated in Section 4.D "City Council/Agency Meetings**".**

SECTION 3. Meetings Open to the Public.

The Council and Agency are subject to the Brown Act Open Meetings Law. (Government Code 54950 et seq). All meetings of the Council and Agency are open to the public, except for closed sessions which are authorized to be held in accordance with the applicable provisions of the Brown Act.

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SECTION 4. City Council/Agency Meetings and Agenda Materials.

A. Regular Meetings. Regular meetings of the City Council and Agency shall be held at the City Hall Council Chambers at 1600 West Beverly Boulevard, Montebello, California, except as otherwise provided from time-to-time and authorized by the Brown Act. The regular meetings of the City Council and Agency shall be held on the second and fourth Wednesdays of each month. Regular meeting agendas shall be posted on the City's website and at City Hall no later than 72 hours prior to the meeting. The City Council Closed Session will start at 5:00 p.m. The Agency Chairperson may recess the Agency meeting to take up City Council closed session items. The regular City Council/Successor Agency meeting will start immediately following the discussion of Closed Session items. Closed Session shall not exceed 1.5 hours. Whenever the day for holding any of the meetings falls on a holiday, the meeting shall be held on the next business day unless otherwise ordered by the City Council/Agency at a prior meeting.

B. Special Meetings. Special meetings are "Special" because the presiding officer or majority of the legislative body can call them on a minimum of 24 hours' notice, as authorized by the Brown Act. Special meetings need not be held at City Hall, as long as the alternate location is within the City. Special meeting agendas shall be posted on the City's website and at the meeting location, if located away from City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted materials. The Council/Agency makes every effort to provide notice well in advance of 24 hours, especially when the special meeting is for the purpose of conducting a Study Session.

1. Study Sessions are meetings during which the Council/Agency receives information about Council/Agency business in an informal setting. The informal study session setting is intended to encourage in-depth discussion and detailed questioning and brainstorming by Council/Agency on issues of significant interest, including but not limited to City/Agency policy matters, budget and financial matters zoning applications, major public works projects and other related topics. The Council/Agency may discuss the material freely without following formal rules of parliamentary procedure. Staff may be directed to bring matters back for future Council/Agency consideration as no action can be taken at a study session. The Decorum rules still apply to the behavior of the Council/Agency and public.

C. Broadcasting of Meetings. All regular Council/Agency meetings shall be live streamed on the City's website and broadcasted on the City's Government Access Channel (Channel 3) and will be video-recorded, unless the City/Agency is unable to do so due to unforeseen technical circumstances or circumstances beyond the City's/Agency's control.

D. Dark Meetings. The City Council/Agency regular meetings shall go dark four (4) times throughout the year. The regular meetings that will not be held are the first and second meetings of July, and the second meetings of November and December.

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E. Agenda Materials. The City Clerk office shall post the agenda materials and supplemental agenda materials on the City's agenda website. The agenda packets are available for public inspection at the City's website. The agenda cover sheets may also be emailed upon written request.

SECTION 5. Order of Business.

The business of the City Council and Agency at regularly scheduled meetings shall be disposed of in the following order:

City Council & Successor Agency - 5:00 p.m. Closed Session
Call to Order
Roll Call
Announcement of Closed Session Items
Public Comments
Closed Session

City Council & Successor Agency – Starts immediately following Closed Session
Closed Session Report (If there is no Closed Session, the meeting will start at 5:00 p.m.)Invocation
Pledge of Allegiance
Corrections to the Agenda
Ceremonial Items/ Presentations
Public Comments on Non-Agenda Items (Limited to 30 minutes)
Staff Communications on Items of Community Interest
Public Hearing
Public Comments on Old Business/Regular Business/Consent Calendar (Limited to 30 minutes and each speaker will have 3 minutes total for all items requested to speak on by each speaker. All other comments which exceed the 30 minutes will be entered into the record and distributed to the City Council.)
Old Business
Regular Business
Consent Calendar (Routine Matters)
Council/Agency Orals
Adjournment

SECTION 6. General Requirements.

A. Attendance. Council/Agency Members, the City Clerk, City Attorney, and City Manager, along with any other city officers and department heads that have been requested to be present, shall take their regular stations in the Council chamber prior to the start of any meeting, except during recognized absences. The Council/Agency expects its members to attend regularly and notify the City Clerk, Deputy City Clerk, Assistant City Manager, or City Manager of any planned absences at least two (2) hours prior to the start of any meeting. Notification shall be made via formal written and/or email notice, or confirmed verbally.

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B. Quorum. Three (3) members of the Council/Agency shall constitute a quorum and shall be sufficient to transact business. If less than three Council/Agency members appear at a regular meeting, the Mayor/Chairperson, Mayor Pro Tem/Vice Chairperson in the absence of the Mayor/Chairperson, any Council/Agency member in the absence of the Mayor/Chairperson and Mayor Pro Tem/Vice Chairperson, or in the absence of all Council/Agency members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the Council/Agency may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all Resolutions and non-urgency Ordinances must receive three (3) affirmative votes for approval (see Section 6.H. "Voting Procedures").

C. Teleconference Attendance of Council/Agency Members at Meetings. The Council/Agency complies with the specific requirements relating to teleconferencing provisions per the Brown Act and shall apply to Council/Agency members. "Teleconference" is defined as a "meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both". Requests by Council/Agency members to attend a meeting via telephonic appearance are actively discouraged. In addition, at least a quorum of the Council/Agency must participate from a location within the City (Government Code Section 54953(b)(3)).

If these two threshold requirements are met, the Council/Agency member who will be appearing telephonically must ensure that:

1. The meeting agenda identifies the teleconference location and is posted at that location in an area that is accessible and visible 24 hours a day for at least 72 hours prior to the meeting.

2. The teleconference location is open and fully accessible to the public, and fully accessible under the Americans with Disabilities Act, throughout the entire meeting. These requirements apply to private residences, hotel rooms, and similar facilities, all of which must remain fully open and accessible throughout the meeting, without requiring identification or registration.

3. The teleconference technology used is open and fully accessible to all members of the public to participate, including those with disabilities.

4. Members of the public who attend the meeting at the teleconference location have the same opportunity to address the Council/Agency from the remote location that they would if they were present in Council Chambers.

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5. The teleconference location must not require an admission fee or any payment for attendance.

6. All votes must be by roll call.

7. If the meeting will include a closed session, the Council/Agency member must also ensure that there is a private location available for that portion of the meeting.

D. Approved Teleconference Guidelines for Council/Agency Members Include:

1. Three days written notice in advance of the publication of the agenda must be given by the Council/Agency member to the City Clerk's office; the notice must include the address at which the teleconferenced meeting will occur, the address the Council/Agency packet should be mailed to, who is to initiate the phone call to establish the teleconference connection, and the phone number of the teleconference location. If cellular telephones are used to participate in teleconferenced meetings, Council/Agency members need to ensure the speaker phone option is functioning.

2. The Council/Agency member is responsible for posting the Council/Agency agenda in the remote location, or having the agenda posted by somebody at the location and confirming that posting has occurred. The City Clerk will assist, if necessary, by emailing, faxing or mailing the agenda to whatever address or fax number the Council/Agency member requests; however, it is the Council/Agency member's responsibility to ensure that the agenda arrives and is posted. If the Council/Agency member will need the assistance of the City Clerk in delivery of the agenda, the fax number or address must be included in the five-day advance written notice above.

3. The Council/Agency member must ensure that the location will be publicly accessible while the meeting is in progress.

4. The Council/Agency member must state at the beginning of the meeting that the posting requirement was met at the location and that the location is publicly accessible and must describe the location.

E. Closed Sessions. Closed sessions are the only type of agenda item that the public cannot observe, however, public comment is permitted prior to the City Council recessing into closed session. State law allows closed sessions to discuss pending litigation, employment matters, real estate negotiations, and certain other matters as authorized by the Brown Act. To the greatest extent possible, the City Attorney and City Clerk shall use standardized agenda descriptions that are consistent with Government Code Section 54954.5. Closed sessions will be scheduled at the beginning of Council/Agency meetings to the extent possible and appropriate.

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1. State law requires the Council/Agency to make a public report after a closed session when certain kinds of actions are taken.

2. The City Manager and City Attorney, and/or their designees, shall attend closed sessions unless it is necessary to excuse them. Only such additional staff shall attend as are necessary and then only if the legal privileges of confidentiality obtained in an executive session are not waived.

3. No minutes of closed sessions shall be kept. The City Attorney shall record the information necessary to comply with state law.

4. No person in attendance at a closed session may disclose the substance or effect (e.g., statements, discussions, etc.) of any matter discussed during the session; all matters are strictly confidential.

5. No person in attendance at a closed session may disclose or share any documents/materials used during the session, printed or digital materials. Documents/materials may include, but are not limited to: reports; memos/letters; any information related to employee matters or litigations.

6. Council/Agency may be asked to return all written materials distributed during closed session.

7. Any breach of releasing confidential information by any Council/Agency member may result in revoking or suspending the member's right to receive further confidential information or other remedies as authorized by law.

F. Ceremonial Items/Presentation: Items presented during this item are limited to: community and Council/Agency presentations, proclamations, certificates of recognition, awards, and guest introductions. "Ceremonial Items/Presentations" shall be limited to 20 minutes. All presentations and exhibits are encouraged to be submitted in advance.

Nationally Recognized Health and Heritage months will also be acknowledged during this item. The list of approved nationally recognized health and heritage months are hereby attached as "Exhibit A".

Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations or events residing in, or occurring within the greater Montebello City area. Proclamations are ceremonial and do not carry any legislative or legal value. The Mayor/Chairperson, without formal action of the Council/Agency, may issue proclamations (requests must be made on an annual basis). A Proclamation/Certificate Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson for all Proclamation requests *at least two weeks in advance*. This allows the Public Affairs office to process based on eligibility

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requirements. Proclamations must also be formally accepted by a recipient of the non-profit organization. The primary reasons for issuance include:

1. Recognition of an organization's event or special action.
2. Recognition of a national or state non-profit event that coincides with a local event.
3. Significant historical commemorations.
4. Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

1. Events or organization with no direct relationship to the City of Montebello.
2. Campaigns or events contrary to city policies.
3. The request is for commercial/for-profit purposes.
4. The request conflicts with federally recognized months, weeks or days of observance.

Certificate of Recognition (COR) are issued to recognize special events, significant achievements, organizations, businesses, or individuals residing and/or located within the Montebello City area. The Mayor/Chairperson, Council/Agency members, City Staff, may issue Certificates of Recognition. A Proclamation/Certificate Request Form, attached as "Exhibit B", must be completed and submitted to the City Clerk's office by the Mayor/Chairperson or Council/Agency member for all COR requests *at least two weeks in advance*. The primary reasons for issuance include:

1. Retirement – the person must have been employed with their current employer for 25 years or more.
2. Birthday – the person must be at least 80 years of age.
3. Wedding, church, or pastoral anniversary – 25 years or more.
4. Significant education/life achievement.
5. Exemplary service or significant contributions by an organization, business, or individual to the City.
6. New business openings *only* at the request of the City of Montebello Chamber's Office.
7. Approved Nationally Recognized Health & Heritage months.

Additional Details:

1. City Clerk staff shall distribute proclamations/certificates of recognition in between each presentation, at the end of the presentations, or can be picked up the next business day.
2. The Council/Agency will be available for pictures.

G. Preparation of Minutes. City Clerk staff shall prepare "Action Minutes" of all public meetings of the City Council/Successor Agency. Action Minutes include very little

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narrative, if any, only motions and votes shown in the record. Staff shall prepare Summary Minutes for Public Hearing items.

H. Voting Procedures. On the consideration of every motion, the vote shall be taken by consensus vote ("all those in favor signify by saying 'aye' those opposed say 'no', any abstentions.) or roll call or electronic device and entered in full upon the record. A simple majority vote of those in attendance, unless a full majority of the entire body is otherwise required by law (i.e. ordinances or resolutions), is needed to pass a motion as per Rosenberg's Rules (e.g., in a five-member body, if the vote is three in favor and two opposed, the motion passes). As per Rosenberg's Rules or as required by law, a super majority (two-thirds majority) vote is needed when applicable.

Every non-urgency Ordinance and any Resolution or order for franchises or payments of money shall require three (3) affirmative votes. An urgency Ordinance and certain resolutions shall require four (4) affirmative votes (e.g., adding matters to the agenda, Resolution of Necessity). A roll call vote shall be used in these cases with the Mayor/Chairperson called last.

Unless a Council/Agency member audibly votes in the affirmative, disqualifies himself or herself, or expressly declines to vote, his or her silence or any abstention shall be recorded as a vote in concurrence with the majority vote of those voting on the matter before the Council/Agency.

Council/Agency members may change their votes before the next item on the agenda is called or before adjournment of the meeting in which the vote is cast. It is the responsibility of every Council/Agency member to vote unless disqualified for cause accepted by the Council/Agency or by opinion of the City Attorney. No Council/Agency member can be compelled to vote.

Council/Agency members should only abstain if they are not sufficiently informed about an item, e.g. when there was a prior hearing and they were unable to view the prior meeting before the current meeting.

A Council/Agency Member who disqualifies him or herself pursuant to the Political Reform Act of 1974 because of any financial interest and/or conflict of interest shall disclose the nature of the conflict and may not participate in the discussion or the vote. A Council/Agency Member may otherwise disqualify him or herself due to personal bias or the appearance of impropriety. A Council/Agency member who is disqualified by reason of a conflict of interest in any matter shall not remain in his or her seat during the debate and vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais. A Council/Agency member stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion (e.g., in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated). Before a motion is made on the next item

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on the agenda, any member of the Council/Agency may make a motion to continue the matter to another date. Any continuance hereunder shall suspend the running or calculation of any time in which action of the Council/Agency is required by law. Nothing herein shall be construed to prevent any Council/Agency member from agendizing a matter that resulted in a tie vote for a subsequent meeting.

I. One-Hour Rule. Respect the "One Hour" Rule for Staff Work. Requests for staff support should be made to the City Manager, according to the protocol for channeling communications. Any request, which would require more than one hour of staff time to research a problem or prepare a response and/or will cost $1,000 or more, will need to be approved in advance by the full Council/Agency to ensure that staff resources are allocated in accordance with overall Council/Agency priorities. Once notified that a request for information or staff support would require more than one hour and/or will cost $1,000 or more, the Council/Agency member may request that the City Manager place the request on an upcoming Council/Agency agenda.

J. Confidentiality. No Council/Agency member or public employee shall, except as required in the performance of his duties, or in the course of any conduct reasonably believed to be in the performance of his duties, disclose confidential information gained by reason of his official position, nor shall he otherwise use the information for his personal interest. Confidential information shall include any information/materials declared as confidential by City Attorney and/or City Staff.

SECTION 7. Public Comments.

Every City Council and Agency Agenda shall contain Public Comments on Non-Agenda Items and Agenda Items in substantially the following form:

A. Non-Agenda Items. Public comment for matters *not* on the agenda (non-agenda items) shall be limited to matters within the subject matter jurisdiction of the body (at regular meetings only). Anyone wishing to address the City Council/Successor Agency on an item *not* listed on the Agenda may do so during the "Public Comments" period.

B. Agenda Items. Public comment on matters *on* the agenda will be allowed only for items of business to be discussed by the body. Those wishing to address the City Council/ Agency on an item listed on the agenda may do so at the time the item is up for discussion/consideration, following the staff report, Council/Agency questions and Applicant presentation, if any. A Consent Calendar item may be pulled by the Mayor/Chairperson or Council/Agency member.

C. Speaker Cards. Members of the public that are interested in making public comments on both Non-Agenda and Agenda Items, must complete a Speaker Card and submit it to City Clerk staff prior to the beginning of the meeting of 5:00 p.m. for live meetings, *or* 3:00 p.m. for video/audio meetings. Upon receipt of the card, the City Clerk shall deliver it to the presiding officer. The public will be called upon during the Council/Agency meeting – Closed Session begins at 5:00 p.m. and Regular Session

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begins immediately following Closed Session. If there is no Closed Session, the meeting will start at 5:00 p.m. Members of the public must be present until the item for consideration is heard. Any requests to provide public comment which are submitted after the deadlines indicated above will not be addressed at the Council/Agency meeting, with the exception of non-agenda item comments which will be held over to the next regularly scheduled meeting.

D. Time Limits. "Public Comments" is limited to 30-minutes. State Law prohibits the Council/Agency from taking action or entertaining extended discussion on a topic not listed on the agenda. In order to conduct a timely meeting, the maximum time allotted for members of the public to speak on both Non-Agenda and Agenda Items shall not exceed three (3) minutes per person. The Mayor/Chairperson, in his/her discretion, and/or in consultation with the body, may reduce, limit or extend time for public comment as he/she may find reasonable under the circumstances. Speakers may not cede their time to other speakers.

SECTION 8. Procedure for the Conduct of City Council/Agency Meetings.

A. Role of Mayor/Chairperson. The Mayor/Chairperson shall be the Presiding Officer at all meetings of the Council/Agency, and be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor/Chairperson to ensure that the rules of operation and decorum contained herein are observed. The Mayor/Chairperson shall maintain control of communication between Council/Agency members and among staff and public.

B. Communication with Council/Agency Members. Council/Agency members shall request the floor from the Mayor/Chairperson before speaking. When one member of the Council/Agency has the floor and is speaking, other Council/Agency members shall not interrupt or otherwise disturb the speaker.

C. Communication with Members of the Public Addressing the Council/Agency. The Mayor/Chairperson shall open the floor for public comment/inquiries as appropriate. Council/Agency members may question a person addressing the Council/Agency at the conclusion of the person's comments or upon expiration of the person's time to speak. However, the Council/Agency should not engage in discussion or take action in connection with such comments. Once the speaker is seated, the presiding officer may refer an issue or public inquiry to the City Manager or staff for a brief response, further review and/ or further action, if appropriate. Alternatively, the Council/Agency may request the issue be agendized for discussion at a future Council/Agency meeting.

D. Members of the Audience. No member of the audience shall willfully interrupt the orderly conduct at the meeting. All comments from the audience during Public Comments must be addressed to Mayor/Chairperson. The presiding officer shall direct the removal of any individual whose willful interruption or who fails to adhere to the Council meeting rules and who renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does

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not restore order, the president officer may order the meeting room cleared and continue in session. Media representatives shall be allowed to remain at the meeting except those representatives of whose willful conduct interrupted the meeting.

E. Rules of Procedure**.** In all matters not otherwise provided for herein the proceedings for the body shall be governed under "Rosenberg's Rules of Order", the most current edition.

SECTION 9. Procedure for Addressing the City Council/Agency.

A. Specific Speaker Requirements. When a speaker is called, the speaker shall promptly approach the audience microphone and give his/her name in an audible tone of voice for the records. Failure to approach the audience microphone when called may preclude an opportunity to speak during that subject public comment period. A member of the public shall only address the body from the audience microphone, unless authorized by the Mayor/Chairperson to speak from another location. Members of the public shall direct all comments to the Mayor/Chairperson, and not to staff, individual members of the body, or the public. No questions shall be asked a Council or Agency or staff member except through the presiding officer. Speakers will be permitted to complete their comments without interruption and no speaker may yield their allotted time to other speakers. No person shall be permitted to interrupt members of the body, staff presentations; or members of the public who are at the microphone during a meeting. Courtesy must be shown to others at all times.

The public does not need to be given an opportunity to speak on an item that has already been considered by a legislative body at a public meeting, if all interested members of the public had the opportunity to speak on the item before or during its consideration, and if the item has not been substantially changed.

There shall be only one (1) opportunity for each individual for public comment on the entire consent calendar. There shall be only one (1) opportunity for each individual for public comment on multiple items of business on the agenda. There shall be only one (1) opportunity for public comment on items that are taken up for consideration together. This excludes Public Hearings.

Any person making personal, impertinent or slanderous remarks about members of the body, staff, or the public, or who shall become boisterous or threatening or personally abusive of the body, staff or members of the public shall be asked by the Mayor/Chairperson to cease and desist such activity, and may be requested or required to leave the meeting in the event the behavior continues to disrupt the meeting proceedings (see Section 11. "Standards of Decorum").

B. Spokesperson for a Group. In order to expedite Council/Agency business and to avoid repetitious presentations, whenever an organization or group of persons wishes to address the Council or Agency on the same subject matter, it shall be proper

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for the presiding officer to inquire whether the organization or group has a spokesperson. If so, spokespersons are subject to the same limits as other speakers.

C. Technology. Use of technology in the meeting room (such as Power Points and overhead displays) is restricted to staff, City consultants, applicants for a quasi-judicial approval, and appellant's quasi-judicial approval.

D. Recording. Any person may record a meeting unless the body finds that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

E. Public Hearings. Speakers wishing to address the Council/Agency on public hearing items shall not be required to fill-out a speaker card in order to be called on to speak. Speakers addressing the Council/Agency on a public hearing item shall be heard after the public hearing is opened by the presiding officer, following the Staff report presentation.

1. Call for Ex Parte Contacts. The presiding officer shall inquire whether any member of the Council/Agency has had ex parte contacts with regard to the proceeding at the commencement of any quasi-judicial land use proceeding. Any member of the Council/Agency announcing an ex parte contact shall state for the record the nature and content of the contact. If such contact impairs the member's impartiality, the member shall state this fact and abstain from participation in the matter.

2. Call for Abstentions. The presiding officer shall inquire whether any member of the Council/Agency must abstain from participating in the hearing due to a conflict of interest. Any member of the Council/Agency announcing a conflict of interest shall state the nature of the conflict, and shall not participate in the proceeding, unless the person's vote is necessary to meet a requirement of a minimum number of votes necessary to take official action; provided, however, that the member shall not participate in any discussion or debate on the issue of which the conflict arises.

3. Time Limits. Speakers at hearings on legislative or administrative matters, other than legislative land use matters, will be limited to three (3) minutes. Speakers at a hearing on a quasi-judicial matter, other than a quasi-judicial land use matter, shall be subject to the following time limits:

    a. Staff Presentation (15 minutes maximum)
    b. Applicant or affected party (7 minutes maximum)
    c. Those in support of Appellant's position (3 minutes per person,not to exceed 30 minutes
    d. Those in opposition to Appellant's position or other interested persons (3 minutes per person, not to exceed 30 minutes)

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e. Questions of Council/Agency members (No time limit)
f. Rebuttal by applicant or affected party. The scope of rebuttal is limited to matters which were introduced during the hearing (5 minutes maximum)
g. The presiding officer may extend the maximum time allotted to any speaker with the concurrence of a majority of the Council/Agency. Extensions of time shall be granted in one (1) minute increments.

4. Limitations. The presiding officer may exclude or limit cumulative, repetitious, or immaterial matter. The presiding officer may order the testimony, alternating those speaking in favor and those in opposition, or have all speaking in favor testify, followed by all those in opposition. The presiding officer, with the approval of the Council/Agency, may further limit the time and/or number of speakers at any public hearing; provided that the presiding officer shall announce any such restrictions *prior* to the commencement of the testimony.

5. Deliberations. At the end of public testimony and questions, the Council/Agency shall initiate deliberations by introducing a motion on the matter; continue the hearing; or keep the record open for additional written testimony. During deliberations, each member of the Council/Agency shall have the opportunity to comment on or discuss testimony given during the public hearing.

6. Public Documents. Documents submitted to the City as evidence or written testimony during a public hearing are public records. If such a document contains the name, address, including email address, and telephone number of the person, then it will be included in the record of the proceeding. Because the name, address, including email address, and telephone number are part of a public record, this information will be generally disseminated to the public, and must be disclosed if a public records request is submitted for the documents.

SECTION 10. Council/Agency Orals and Action Items.

A. The purpose of Council/Agency Orals is to allow Council/Agency to make general comments as a reference to staff on factual matters of community concern; and provide updates or make brief announcements in a manner consistent with Government Code Section 54952.2.

B. All City Council/Agency requests for oral communications to be placed on an agenda shall be expressed in complete sentences and shall provide sufficient information to be in compliance with the Brown Act. All oral communications shall provide

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a brief, general description of each item of business to be transacted or discussed at the meeting and need not exceed 20 words.

C. Each Council/Agency Orals will generally be limited to a total of 10 minutes in length.

D. Commission/Committee appointment recommendations shall also be made during Council/Agency Orals. Considering background check approval, all appointments will be made at a future meeting as a Consent Calendar action item.

E. No action may be taken on Council/Agency Oral items without being placed on a subsequent agenda. Any requests to be considered and/or major policy issues to be approved must have a Simple Majority roll call vote of the Council/Agency. To the extent possible, Council/Agency will confer with staff before raising matters under this agenda item. Any request for a Council action item shall be referred back to staff to address program concepts, staffing needs, fiscal impact and implementation timelines. The City Manager shall identify a reasonable timeline to have the item return to the City Council for full consideration.

F. Requests for Council/Agency action items shall be introduced and explained by the Council/Agency member that placed the item on the Agenda. Council/Agency members should endeavor to complete their presentations in three (3) minutes or less. Council/Agency members may request additional time to complete their presentations from the presiding officer. Such requests for additional time shall not be unreasonably denied. After the introduction and presentation of the item, each Council/Agency member shall be provided an opportunity to ask questions and comment on the request.

G. An item may be placed on a future agenda of the City Council/Agency by any of the following methods:

1. By the Mayor/Chairperson, City Manager, City Attorney, or City Clerk.
2. By a Simple Majority roll call vote of the Council/Agency (see Section 6.H. “Voting Procedures”)

All agenda items shall be placed on the agenda, and all agendas shall be prepared pursuant to the requirement of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

SECTION 11. Standards of Decorum.

A. The Mayor/Chairperson shall be the presiding officer at Council/Agency meetings. The Chairperson shall be the presiding officer at Agency meetings. In the absence of the Mayor/Chairperson, the Mayor Pro Tem/Vice Chairperson shall be presiding officer.

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B. The presiding officer shall have the right to terminate any oral communication where such is not within the subject matter jurisdiction of the Council/Agency or is redundant or repetitious. Debates between Council/Agency members and the public should be discouraged.

C. 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/Agency or who otherwise disrupts the orderly conduct of the Council's/Agency's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

D. 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. 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.

E. The Chief of Police, or such other member or members of the police department or police reserve as may be designated, shall be sergeant-at-arms of the Council/Agency meetings. The sergeant-at-arms shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at Council/Agency meetings. Upon instructions of the presiding officer, it shall be the duty of the sergeant-at-arms to remove and/or place any person who violates the order and decorum of the meeting under arrest, if necessary.

SECTION 12. Council/Agency Meeting Length.

A. It is the intent of the Council/Agency that no item will be introduced or addressed on a Council/Agency agenda after the hour of 11:00 p.m. Furthermore, it is the Council's/Agency's intent that if the item introduced and being discussed by 11:00 p.m. is not concluded by 12:00 a.m., the Council/Agency should adjourn the meeting to another date. The intent and purpose of this policy is to encourage a reasonable hour in which the Council/Agency business is discussed and to protect against fatigue in discussing and deciding important City issues.

SECTION 13. Council/Agency and City Staff Conduct.

Governance of a City relies on the cooperative efforts of elected officials, who set policy, and City Staff, which analyze problems and issues, make recommendations, and implement and administer the Council's/Agency's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

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A. It is important for the Staff to demonstrate respect for the Council/Agency, and vice versa, at all times. All Council/Agency members should be treated equally.

B. Council/Agency and Staff should treat one another as professionals. Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Practice civility and decorum in all interactions with Council/Agency and City staff.

C. Never publicly criticize an individual employee, including Council/Agency appointed officers. All critical comments about staff performance should only be made to the City Manager through private correspondence or conversation.

D. Council/Agency members shall deal with the administrative service solely through the City Manager, and neither the Council/Agency nor any member thereof shall give orders to any of the subordinates of the City Manager, either publicly or privately. Council/Agency members shall recognize and follow the appropriate chain of command for the entire City organization and each City Department.

E. Request for information by any Council/Agency member shall be provided to all members of the Council/Agency.

SECTION 14. Effective Date. This Ordinance shall become effective thirty (30) days after approval by the Council.

SECTION 15. 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.

APPROVED AND ADOPTED this ___th day of _____ 2021.

DRAFT

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the __th day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

Exhibits:

- Exhibit A – Nationally Recognized Health and Heritage Months
- Exhibit B – Proclamation/Certificate Request Form

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EXHIBIT A

NATIONALLY RECOGNIZED HEALTH AND HERITAGE MONTHS

March is:
- COVID-19 Memorial Month

April Is:
- National Child Abuse Prevention
- National Volunteer Month (Ties into City programming)
- Autism Awareness Month
- Armenian History Month

May Is:
- Asian Pacific Heritage Month
- National Pet Month
- Mental Health Month
- Motorcycle Safety Awareness Month

June Is:
- Lesbian/Gay/Bisexual/Transgender/Queer (LGBTQ) Pride Month
- Juneteenth – Freedom Day
- Post-Traumatic Stress Disorder (PTSD) Awareness Month
- National Scleroderma Awareness Month

July Is:
- July is Parks and Recreation Month
- Juvenile Arthritis Awareness Month

August Is:
- National Wellness Month

September Is:
- National Hispanic Heritage Month (Sept 15- Oct 15)
- National Preparedness Month

October Is:
- Breast Cancer Awareness Month
- Bullying Prevention Month
- Domestic Violence Awareness Month
- Down Syndrome Awareness Month

November Is:
- November – Events to raise awareness for men's health issues (like prostate cancer and depression)
- Alzheimer Disease Awareness Month

December Is:
- Human Rights Month

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City of Montebello
Proclamation/ Certificate Request Form

Proclamations/ Certificates are provided by the Mayor and City Council with the goal of honoring and celebrating events of increasing awareness of noteworthy issues among citizens across Montebello. These public service documents are strictly honorary and are not legally binding. Proclamation/ Certificate requests are reviewed on a case-by-case basis. The City reserves the right to decline any request as well as the right to make exceptions to the guidelines. To submit an application for a proclamation, please review the guidelines below and submit a completed Proclamation/ Certificate Request Form to the City Clerk's Office at least two (2) weeks in advance.

Proclamations

- Recognition of an organization's event or special action.
- Recognition of a national or state non-profit event that coincides with a local event.
- Significant historical commemorations.
- Recognition of extraordinary achievement for which formal language is provided.

Proclamations will not be issued for:

- Proclamations are not automatically renewed. Requests must be made on an annual basis.
- Proclamations for campaigns or events contrary to City policies will not be issued.
- Events or organization with no direct relationship to the City of Montebello.
- The request is for commercial/for-profit purposes.
- The request conflicts with federally recognized months, weeks or days of observance.

Certificates of Recognition

- Retirement – the person must have been employed with their current employer 25 years or more.
- Birthday – the person must be at least 80 years of age.
- Wedding, church, or pastoral anniversary – 25 years or more.
- Significant education/ life achievements.
- Exemplary service or significant contributions by an organization, business, or individuals to the City.
- New business openings only at the request of the City of Montebello Chamber's Office.
- Approved Nationally Recognized Health & Heritage months.

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Examples:

Recognition Type	Proclamation	Certificate of Recognition
Athletic/ Academic Accomplishments *(Must be Montebello Resident)*		X
Acts of Heroism *(Must be Montebello Resident)*		X
In Memory of an Individual		X
Regional Events *(Local, State, or National)*	X	
Guests from Other *(Countries or States)*		X
Recognition of Corporate Support *(Local)*		X
Extrodinary or significant contribution to City by individual or group	X	
Recognition of Anniversaries of Business and Churches		X
National Health and Heritage Months		X

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City of Montebello
Proclamation/ Certificate Request Form

CONTACT PERSON INFORMATION

Name of Contact Person _____

Street Address _____

City _____ State _____ Zip _____

Phone Number _____ Cell Phone _____

Email _____

PROCLAMATION/ CERTIFICATE INFORMATION

Which one are you requesting? ☐ Proclamation ☐ Certificate

Name of Individual Group or Organization _____

Name or Title of Event _____

Proclamation Date _____ Choose One: ☐ Day ☐ Week ☐ Month

To be presented at the following event/ council meeting? _____

How will you get the Proclamation/ Certificate?

☐ Will pick up at City Clerk's Office. ☐ Please mail to above address.

What do you want your Proclamation/ Certificate to say? A proclamation must have enough information to make four points.

_____

_____

_____

_____

_____

_____

_____

_____

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ITEM # 18

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Consideration of Appointment for Two (2) Vacant Seats on the Traffic Committee**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Discuss and make appointments to the Traffic Committee; and

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

FISCAL IMPACT

No direct financial impacts are foreseen related to these proposed appointments.

BACKGROUND

As directed by the City Council at a Special Study Session held on September 11, 2020, Staff was directed to bring back a structure for the formation of a Traffic Committee. The structure for the formation of the committee was approved on January 13, 2021 by adoption of Ordinance 2432, amending Chapters 2.44 of the Montebello Municipal Code (MMC).

In accordance with Section 2.44 of the MMC, the Traffic Committee shall be composed of four (4) designated officers and employees of the City and two (2) resident members of the City who will be selected by the entire City Council by a four-fifths (4/5) vote. Each member serves a term of four (4) years, commencing on the date of appointment.

Due to the pandemic and County of Los Angeles Department of Public Health "Safer at Home Order," this Committee has not met and Staff anticipates holding a meeting sometime in September 2021.

DISCUSSION

Due to the re-structuring of the Committee, the term for two (2) seats on the Traffic Committee are vacant. To fill the vacancies, the City Clerk's office advertised the vacancies on the City's website and social media accounts on June 22, 2021 and July 1, 2021, inviting applications for the open seats. Applications for said committee were submitted by the following persons:

- Mike Torres
- Frederick Klemundt
- Alexander M. Hilke
- Lawrence Salazar
- Osvaldo (Ozzy) Lirav
- Raphael A. Osorio
- Kenneth Canchola
- Lorraine Morales De La O
- Grace R. Herrera

Their applications were distributed to the City Council for their review and are on file at the City Clerk's office.

SUMMARY

Staff is recommending that the City Council discuss and appoint, by a 4/5 vote, two (2) seats on the Traffic Committee.

ATTACHMENT:

A. Attachment A – Ordinance 2432

ORDINANCE NO. 2432

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, AMENDING CHAPTERS 2.30, AND 2.44 OF THE CITY OF MONTEBELLO MUNICIPAL CODE PERTAINING TO ADVISORY COMMISSIONS AND THE TRAFFIC COMMITTEE

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

WHEREAS, Ordinance No. 2322 was passed and approved by the City Council of the City of Montebello ("City Council") in 2008, and amended the Montebello Municipal Code requiring that the City Council establish various Commissions to help advise the City;

WHEREAS, the current City Commissions consist of, in part, the Traffic and Safety Commission;

WHEREAS, the City Council desires to amend the Montebello Municipal Code to change the Traffic and Safety Commission to a Traffic and Safety Committee structure.

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

SECTION 1. Incorporation of Recitals

The City Council finds and declares that the foregoing recitals are true and correct and incorporates said recitals fully into this Ordinance as findings.

SECTION 2. Chapter 2.30 of the Montebello Municipal Code is hereby amended as follows:

2.30.010 - Advisory commissions or committees established.

A. The city council establishes the following commissions or committees to serve the city, identified as follows and collectively referred herein as the "commissions" or "committees":

1. Personnel advisory commission;
2. Parks and Recreation commission;
3. Planning commission;
4. Traffic committee;

B. Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council, or as a delegation to the commissions, of any authority or discretionary powers vested and imposed by law in the city council. The city council declares that the public interest, convenience, welfare and necessity require the establishment of the commissions to act in a purely advisory capacity, for the purposes set forth herein this chapter.

SECTION 3. Chapter 2.44 of the Montebello Municipal Code is hereby amended as follows:

Chapter 2.44 – TRAFFIC COMMITTEE

2.44.010 – Created.

There is created a Traffic Committee for the city as follows.

2.44.020 – Members.

The Traffic Committee shall consist of the following designated officers and employees of the City, or their duly authorized deputies or assistants, who are hereby

appointed and directed to serve thereon without additional compensation therefor during their respective terms of office or employment:

(A) The City Manager;

(B) The Police Chief;

(C) The City Engineer;

(D) The City Attorney; and

(E) Two (2) resident members of the City who will be selected by the entire City Council by a four-fifths (4/5) vote of the then seated members of the City Council.

2.44.030 - Meetings.

The meetings of this committee shall be:

A. Notices. Meetings of the Traffic Committee shall be held whenever necessary to properly and expeditiously carry out the powers and duties delegated to the Traffic Committee. At least three (3) members collectively of the Traffic Committee shall have the power to call a meeting thereof, and each member shall receive a notice of every such meeting.

B. Quorum. Three (3) members shall constitute a quorum for the conduct of any business of the Traffic Committee. All actions or recommendations of the Traffic Committee which are consistent with the powers and duties delegated by the provisions of this chapter or otherwise shall be presumed valid if such actions or recommendations are approved or ratified by any three (3) members thereof.

C. Time of Meetings. Unless otherwise needed to conduct the business of the Traffic Committee, all meetings shall be conducted during regular city business hours.

D. Minutes. The Traffic Committee shall maintain a minute record of its proceedings in which shall be recorded the date, time, and place of each meeting, the name of each member present, and the action, if any, taken on each item of request or referral. A copy of such record shall be filed with the City Clerk.

2.44.040 – Powers and Duties.

In addition to such powers as may be otherwise specified by the provisions of this chapter or any applicable law, ordinance, or resolution, the Traffic Committee shall serve as the hearing body for appeals filed by applicants whose request for a traffic control device, traffic calming device, parking restriction, or painted curb has been denied by the Director of Public Works in accordance with adopted policy.

2.44.050 – Standards for exercising powers and duties.

The powers, functions, and duties set forth in this chapter shall be exercised or performed only after the Traffic Committee has determined that such exercise or performance is necessary to prevent or relieve traffic congestion, to insure the orderly and safe movement of vehicular or pedestrian traffic, or to insure public safety and convenience. In each instance, such determination shall consider the professional opinion of the City Traffic Engineer based upon one or more of the following:

(A) Available traffic information or studies;

(B) Field observations;

(C) Vehicular traffic or pedestrian counts;

(D) Established traffic engineering principles, standards, and practices; and

(E) Traffic engineering surveys or studies.

2.44.060 – Appeals.

(A) Filing. Any person aggrieved by any decision or action of the Traffic Committee or of any person charged with carrying out the orders of the Traffic Committee may appeal such decision or action by filing a written protest with the City Clerk who shall submit such protest to the Council at its next regular meeting.

(B) Council action. Upon the receipt of any protest, or upon its own motion, the Council may take such action regarding any decision, recommendation, or action of the Traffic Committee or concerning any matter referred to it as the Council may determine to be in the best public interest. The decision of the Council concerning any action,

decision, or recommendation of the Traffic Committee shall be final and determinative of the issues. If any specific action, decision, or recommendation of the Traffic Committee, or any person charged by the provisions of this article with carrying out its orders, is subsequently reviewed and set aside by the Council, no further action shall be taken thereon except upon a direct order of the Council.

2.44.070 - Hearings—Form.

Neither the city Traffic Committee nor the council shall be required to hold formal noticed public hearings upon matters referred to in this chapter or Title 10 of this code. The city traffic and safety commission and the council shall hear any relevant evidence offered by any interested person, and shall consider the files and any staff report therein included.

2.44.080 – Temporary powers and duties of the Police Chief

Notwithstanding any other provisions of this chapter, the Police Chief shall have the power and authority to temporarily exercise any powers delegated by the provisions of this chapter to the Traffic Committee when such temporary action shall be necessary to provide for an emergency or for the orderly movement and control of pedestrian or vehicular traffic or vehicle parking or whenever such action is deemed by him or her to be necessary for the protection of life or property or the public safety. All such actions by the Police Chief shall be deemed lawful unless and until superseded by further action of the Traffic Committee or the Council.

SECTION 8. 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 9. This Ordinance shall become effective thirty (30) days after approval by the City Council.

SECTION 10. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published as required by law.

PASSED, APPROVED, AND ADOPTED this 13th day of January, 2021.

CITY OF MONTEBELLO

Kimberly Cobos Cawthorne
Kimberly Cobos-Cawthorne, Mayor

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 13th day of January, 2021 by the following vote:

AYES: Peralta, Jimenez, Melendez, Torres, Cobos-Cawthorne
NOES: None
ABSENT: None
ABSTAIN: None

Chico Jimenez

CHRISTOPHER JIMENEZ, City Clerk

ITEM # 19

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Alicia Fernandez, Deputy City Clerk

SUBJECT: **Consideration of Appointment for Two (2) Vacant Seats on the Fiscal Accountability and Investment Committee**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Discuss and make appointments to the Fiscal Accountability and Investment Committee; and

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

FISCAL IMPACT

No direct financial impacts are foreseen related to these proposed appointments.

BACKGROUND

As directed by the City Council at a Special Study Session held on September 11, 2020, Staff was instructed to update the guiding purpose and mission of the Investment Advisory Committee. The recently implemented voter approved Measure H transaction and use tax ordinance contains a clause pertaining to review of the revenue received form this new source of revenue. Staff recommended, and the City Council agreed to, expanding and renaming the Investment Advisory Committee. These changes were incorporated in Resolution 20-90, approved on October 28, 2020.

In accordance with Section 19 of the City's Investment Policy, the Fiscal Accountability and Investment Committee shall be composed of seven (7) members, appointed by the City Council. Five (5) of the seven (7) members shall be appointed by each of the Councilmembers and the two (2) additional members shall be appointed by majority vote

of the entire City Council. Each member serves a term of four years, commencing on the date of appointment.

Due to the pandemic and the County of Los Angeles Department of Public Health "Safer at Home Order," this committee has not met since its creation per Resolution 20-90. Staff anticipates holding the first meeting of the Fiscal Accountability and Investment Committee sometime in September, 2021, once all seven (7) members are appointed.

DISCUSSION

At this time, the term for two (2) seats on the Fiscal Accountability and Investment Committee are vacant (the two "at-large" seats). To fill the vacancies, the City Clerk's office advertised the vacancies on the City's website and social media accounts on June 22, 2021 and July 1, 2021, inviting applications for the open seats. Applications for said committee were submitted by the following persons:

- Eduardo Garfias
- Raphael A. Osorio
- Kenneth Canchola
- Lorraine Morales De La O
- Grace R. Herrera

Their applications were distributed to the City Council for their review and are on file at the City Clerk's office.

SUMMARY

Staff is recommending that the City Council discuss and appoint, by majority vote, two (2) seats on the Fiscal Accountability and Investment Committee, as required by Section 19 of the City's Investment Policy.

ATTACHMENT

A. Attachment A – Resolution 20-90, adopting an updated Investment Policy Statement for City and Successor Agency

ATTACHMENT A

RESOLUTION NO. 20-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING AN UPDATED INVESTMENT POLICY STATEMENT FOR THE CITY AND SUCCESSOR AGENCY

WHEREAS, State Government Code Section 53646(a) sets guidelines for how local officials should submit an investment policy; and,

WHEREAS, Government Code requires the investment policy to be considered, reviewed and approved annually at a public meeting; and,

WHEREAS, the Investment Policy Statement of the City and Successor Agency was last reviewed and considered by the City Council on August 28, 2019; and

WHEREAS, the Investment Policy Statement requires updating to incorporate recent changes to statutes guiding investment of public funds and to incorporate changes to the composition of the Fiscal Accountability and Investment Committee (formally Investment Committee) as directed by the City Council at a Special Study Session held on September 11, 2020; and

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

Section 1. Investments of City funds shall be made in accordance with the Investment Policy Statement attached hereto as Exhibit A and made part hereof.

Section 2. Membership of the Fiscal Accountability and Investment Committee, as created by Section 19 of the Investment Policy, shall be increased to seven (7) members.

Section 3. The policies adopted by this resolution are in addition to and supplement any other legal requirements.

Section 4. The City Treasurer and/or Director of Finance shall deliver a copy of the Investment Policy Statement to any and all financial institutions which hold City and/or Successor Agency funds and investments.

APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2020.

Salvador Melendez, Mayor

ATTEST:

Irma Barajas, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

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

I, Irma Barajas, City Clerk of the City of Montebello, do hereby certify that the foregoing City Council Resolution No. 20-90 was duly and regularly approved and adopted by the City Council of the City of Montebello at their meeting held on the 28th day of October, 2020, as approved by law by the following vote:

AYES: Torres, Hadjinian, Cobos-Cawthorne, Jimenez, Melendez
NOES: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City on the 28 day of October, 2020.

IRMA BARAJAS, City Clerk

City and Successor Agency
Montebello

Investment Policy
Fiscal Year 2020-21

Adopted by City Council
October, 2020

City/Successor Agency of Montebello
Investment Policy

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1. INTRODUCTION

This Statement of Investment Policy ("Investment Policy" or "Policy") is intended to provide specific criteria for the prudent investment of City and Successor Agency funds. The ultimate investment goal is to enhance the economic status of the City while protecting funds under management and meeting the daily cash flow demands of the City and Successor Agency. This investment policy has been prepared in conformance with all pertinent existing laws of the State of California including California Government Code Sections 53600, et seq. (NOTE: throughout this Policy, it is understood that any reference to "City" is inclusive of the "Successor Agency.")

2. SCOPE

This investment policy applies to all of the City's idle cash invested in various vehicles and encompasses all monies under the direct oversight of the City Treasurer and Director of Finance and include the General Fund, Reserve Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Fund, Proprietary Funds, Trust and Agency Funds, including the Successor Agency to the Dissolved Montebello Redevelopment Agency, and any other funds that may be created. These funds are accounted for in the City of Montebello's Comprehensive Annual Financial Report (CAFR).

3. DELEGATION OF AUTHORITY

Authority to manage the City of Montebello's investment program is derived from California Government Code Section 53601 et al. The authority of the City Council to invest or reinvest monies of the City has been delegated by the City Council to the City Treasurer and Director of Finance until such time the delegation is revoked. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance.

4. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program or that impairs their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests that could be related to the performance of the City's investment policy annually with the California Fair Political Practices Commission or as necessary under the Political Reform Act and Government Code Section 1090 et seq.

5. PRUDENCE/PRUDENT INVESTOR STANDARD

The City's pooled investment program operates under the Prudent Investor Standard, Government Code Section 53600.3, and applicable State laws. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, responsible/delegated officials shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the City, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City.

Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired and sold as authorized by law. This affords a broad spectrum of investment opportunities so long as the investment is deemed prudent and permissible by the State of California, various bond indentures and this policy. It is the goal of officials so authorized under this Policy to strive to invest 100 percent of idle funds.

6. INTERNAL CONTROLS

The Director of Finance and/or his/her designee shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolios. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

7. INVESTMENT OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling funds to be invested to the fullest extent possible. A diversified portfolio is maintained to accomplish the primary objectives in the order of safety, liquidity, and yield.

Safety: The safety/risk associated with an investment refers to the potential loss of principal, accrued interest or a combination of these. Credit risk is mitigated by monitoring financial institutions with which he/she will do business, and by careful scrutiny of the credit worthiness of the investment instruments as well as the institutions. Such resources as nationally recognized statistical-rating organization (NRSRO) services are utilized for this review. Mitigation of interest rate risk is sought through diversification of instruments as well as maturities.

Liquidity: The portfolio will be structured with sufficient liquidity to allow the City to meet anticipated cash requirements. This will be accomplished through the purchase of a diversity of instruments to include those with active secondary markets, those that can match maturities to expected cash needs, and the State Local Agency Investment Fund (LAIF) with immediate withdrawal provisions.

Yield: A competitive market rate of return is the third objective of the investment program after the fundamental requirements of safety and liquidity have been met. The portfolio shall be managed to consistently attain a market rate of return throughout budgetary and economic cycles. Whenever possible, and consistent with risk limitations and prudent investment management, the City will seek to augment returns above the market average rate of return through the implementation of active portfolio management strategies.

8. PERFORMANCE EVALUATION

Investment performance is continually monitored and evaluated by the City. Investment portfolio reports are generated on a monthly and quarterly basis and submitted to the City Council, City Manager, and Investment Committee. A quarterly Treasurer’s report is also presented to the City Council and Investment Committee.

9. DIVERSIFICATION

The City will diversify use of investment instruments to avoid unreasonable risks inherent in over-investing in specific instruments, individual financial institutions, or maturities.

Market price volatility shall be controlled through maturity diversification, as well as ensuring adequate liquidity is available to meet cash flow requirements, thereby precluding the need to sell instruments at a market loss.

Risk of default will be controlled by acquiring instruments such as Government Securities, or by diversifying the portfolio within the constraints and parameters of Section 17 of this Policy, Authorized and Suitable Investments.

10. PORTFOLIO SEGREGATION

Within the overall funds managed, bond proceeds held by fiscal agents or trustees shall also be segregated and invested in accordance with each indenture.

The primary purpose of any separately managed bond proceeds is to structure investment maturities to meet current and future liabilities. The preservation of principal and the maintenance of liquidity are the most important factors regarding the investment of bond proceeds. Portfolio yield is not a primary factor since the portfolio structure, eligible investment assets and maturity restrictions are governed by draws and expenditure schedules of the issues. Performance will be based upon maximizing permitted positive arbitrage within the context of principal preservation as a first priority (pre-1986 Tax Reform Act issuances) or minimizing or eliminating negative arbitrage (yield-restricted issues).

11. BOND ISSUANCE ARBITRAGE REBATE

The U.S. Tax Reform Act of 1986 requires the City to perform annual arbitrage calculations and rebate excess earnings to the U.S. Treasury for investment returns that exceed the allowable interest earnings limit of each bond issue. The arbitrage calculation process must be conducted for the investment of proceeds of bond issues sold after the effective date of this law. This arbitrage calculation will be contracted out to provide the necessary technical expertise to comply with this regulation. The City's investment position relative to the interest rate arbitrage restrictions is to have safety and the highest permitted return the law allows as the highest priority while ensuring the preservation of principal and liquidity.

12. QUALIFIED DEALERS

The City shall transact business only with Registered Investment Advisors, national or state-chartered banks, savings and loans, and broker dealers. The dealers should be primary dealers regularly reporting to the New York Federal Reserve Bank, or approved regional or secondary market dealers that qualify under the Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule).

Authorized officials of the City may direct a fiscal agent or trustee to execute investment transactions on behalf of the City for funds held by that fiscal agent or trustee.

The City will monitor broker/dealers and their firms to ensure they are in good standing with the appropriate regulatory agencies.

13. SAFEKEEPING OF SECURITIES

To protect against losses caused by the collapse of individual securities dealers, all securities owned by the City, including collateral for repurchase agreements, shall be held in safekeeping by a third party bank trust department acting as agent for the City under the terms of a custody agreement or, in the case of funds held by the fiscal agent or trustee, the fiscal agent or trustee shall segregate and report securities held on the City's behalf. Any trade executed by a dealer is required to settle on a delivery versus payment basis with the City's safekeeping agent.

Fiscal agents or trustees in receipt of City of Montebello bond proceeds will settle security transactions on a delivery versus payment method based upon instructions provided by the authorized City official or the City's investment advisor. The fiscal agents or trustees will issue monthly custodian statements evidencing securities held in safekeeping, including the receipt of interest and maturity proceeds, the disbursement of funds for the purchase of securities, and the receipt of any sale proceeds.

14. COLLATERALIZATION

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City.

- The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:
    - U.S. Treasury Securities: 110%

- The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:
    - U.S. Treasury Securities: 102%
    - U.S. Government Agencies: 102%

- It is the policy of the City to require reports at least on a quarterly basis from institutions with which the City has pledged security interest. The adequacy of collateralization shall be monitored to ensure that balances are collateralized in accordance with the ratios approved herein.

- With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.

- Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

15. MAXIMUM MATURITIES

In accordance to California Government Code Section 53601, The City will not invest in any securities maturing more than five (5) years from the settlement date of purchase. If there is a desire to make investments longer than five years, express authority to make those investments, either specifically or as part of an investment program, must be approved by the City Council no less than three months prior to the investment.

16. INVESTMENT POOLS/MONEY MARKET MUTUAL FUNDS

A thorough investigation of any government sponsored pool and/or mutual fund is required prior to investing and on a continual basis. There shall be a questionnaire completed which will provide the following information:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations and how it is distributed, and how gains and losses are treated.
- A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
- A description of who may invest in the program, how often and what size of deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.

- A description of how the pool/fund utilizes reserves, retained earnings, etc.
- A fee schedule, including when and how fees are assessed.
- The eligibility of the pool/fund to invest in bond proceeds and special district funds, and a description of its practices.

17. AUTHORIZED AND SUITABLE INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. Within the context of these limitations and based on the cost at the time of purchase, the following investments are authorized:

INVESTMENT TYPE	MAXIMUM MATURITY	MAXIMUM SPECIFIED % OF PORTFOLIO	MINIMUM QUALITY REQUIREMENTS	GOVERNMENT CODE SCTIONS
U.S. Treasury Obligations	5 years	None	None	53601(b)
U.S Agency Obligations	5 years	None	None	53601(f)
State Obligations— CA And Others	5 years	None	None	53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
Local Agency Bonds	5 years	None	‘A” rating category or its equivalent or better	53601(a)
Bankers’ Acceptances	180 days	40%	None	53601(g)
Commercial Paper— Non-Pooled Funds	270 days or less	25% of the Agency's Money	Highest letter and number rating by an NRSROH	53601(h)(2)(C)
Commercial Paper— Pooled Funds	270 days or less	40% of the Agency's Money	Highest letter and number rating by an NRSROH	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of Deposit	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the portfolio	None	53601(j)
Medium-Term Notes	5 years or less	30%	“A” rating category or its equivalent or better	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple	53601(l) and 53601.6(b)

Collateralized Bank Deposits	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass–Through and Asset–Backed Securities	5 years or less	20%	"AA" rating category or its equivalent or better	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple	53601(p)
Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
Supranational Obligations	5 years or less	30%	"AA" rating category or its equivalent or better	53601(q)

A. United States Treasury Obligations: Bills, Bonds, and Notes, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the portfolio that can be invested in this category.

B. United States Agency Obligations: Issued by United States Federal agencies or government-sponsored enterprise obligations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal agencies or United States government-sponsored enterprises. Although there is no percentage limitation on these issues, the "prudent investor" standard shall apply to investments from a single agency.

C. State Obligations (California/Other States) and California Local Agency Obligations: Registered state warrants or treasury notes or bonds of the State of California or any of the other 49 states and bonds, notes, warrants or other evidences of indebtedness of any local agency within California, including bonds payable solely out of the revenues from a revenue producing property owned, controlled or operated by the state or local agency or by a department, board, agency or authority of the state or local agency.

D. Local Agency Bonds: Includes bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency rated "A" or better by a NRSRO.

E. Bankers' Acceptances: If purchased may not exceed 180 days to maturity or 40 percent of the cost (book) value of the portfolio. No more than 5 percent of the cost (book) value of the portfolio may be invested in Bankers' Acceptances issued by any one bank. Prior to the purchase of any Banker's Acceptance, the portfolio manager shall review the rating of the issuing bank. Bankers' Acceptances of issuing financial institutions shall have both a short and long term rating in the highest category by at least one nationally recognized rating agency at the time of purchase.

F. Commercial paper (Pooled and Non-Pooled Funds): Ranked of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by NRSRO and issued by a domestic corporation having assets in excess of $500 million. The commercial paper must also have an "A" or better rating for the issuer's debt, other than commercial paper, if any, as

provided by a NRSRO. Purchase of commercial paper from corporations on negative credit watch by a major rating agency shall be prohibited. Purchases of eligible commercial paper may not exceed 270 days to maturity.

G. Negotiable and Non-Negotiable Certificates of Deposit (including Placement Service Deposits/Certificates of Deposit): Negotiable Certificates of Deposit are limited to 30% of the City's monies which may be invested, with no maximum limit for Non-Negotiable Certificates of Deposit. Placement Service Deposits/Certifications of Deposit have a limit of 50% of the portfolio.

H. Repurchase agreements: The City may invest in repurchase agreements with banks and primary dealers with whom the City has entered into a master repurchase agreement that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 365 days. In order to conform with provisions of the Federal Bankruptcy Code which provides for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States Government such as Treasury bills, Treasury notes or Treasury bonds with less than a five year maturity.

I. Reverse repurchase agreements/Securities Lending Agreements: The City may invest in reverse repurchase agreements only with those banks and primary dealers with whom the City has entered into a master repurchase agreement outlining terms and conditions of repurchase and reverse repurchase agreements.

J. Corporate medium term notes: Issued by a domestic corporation having an "A" or better rating criteria at time of purchase on its long-term debentures as provided by a NRSRO. The aggregate total of all purchased medium term notes may not exceed 30 percent of the cost value of the portfolio. No more than 5 percent of the cost value of the portfolio may be invested in corporate medium term notes issued by any one corporation. Commercial paper and bankers' acceptance holdings shall be considered when calculating the maximum percentage in any issuer name.

K. Mutual Funds/Money market mutual funds: Having a rating of "AAA" or an equivalent by no less than two NRSRO with no load and maintained at $1 par value. No more than 20 percent of the cost value of portfolio value at time of purchase should be invested in this category, and the City's investment in any specific mutual fund will not exceed 10 percent of that mutual fund's total assets.

L. Mortgage Pass-through and Asset Backed Securities: A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20 percent of the agency's surplus moneys that may be invested pursuant to this section.

M. County Pooled and/or Joint Powers Authority Investment Funds: The city may invest in a joint powers authority organized pool that invests in the securities and obligations authorized in 53601(a) to (q) inclusive. There is no limitation as to the percentage of monies that can be invested in either a County or Joint Powers Authority pool

N. Local Agency Investment Fund: The City may invest in the LAIF established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.

O. Supranational Obligations: Securities of United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated "AA" or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.

18. INELIGIBLE INVESTMENTS

Investments not described herein including, but not limited to, equity securities such as common stocks, preferred stocks, convertibles, inverse floaters, range notes and interest-only strips that are derived from a pool of mortgages are prohibited from use in this portfolio. The City is prohibited from entering into a margin agreement and/or borrowing on margin.

19. IFISCAL ACCOUNTABILITY AND NVESTMENT COMMITTEE

The City Council will appoint a Fiscal Accountability and Investment Committee composed of seven (7) City of Montebello residents, with the City Treasurer and Director of Finance (or his/her designee) serving as ex officio members.

Each City Councilmember will appoint one person to the committee, making up five (5) of the seven (7) total members. The terms of Committee members chosen in this manner will coincide with that of the appointing City Councilmember or at such time the appointing City Councilmember makes a subsequent appointment.

The additional two (2) members will be appointed by majority vote of the entire City Council. The terms of Committee members chosen in this manner will be four (4) years with the term commencing on the date the appointment is approved by a majority of the City Council and ending four (4) years from that date or at such time a majority of City Councilmembers make a subsequent appointment.

All members, regardless of the method of appointment, may serve multiple, consecutive terms.

The committee will meet at a minimum quarterly to review, monitor and make recommendations with respect to the City's investment program, as well as meet the requirements of the Measure H Transaction and Use Tax Ordinance, Section 19, Accountability which requires an annual review of the expenditure of the proceeds of Measure H. A registered investment advisor may be appointed by the City Council to serve as advisor to the Committee and the City Council.

20. PORTFOLIO REPORTING

In accordance with California Government Code, Sections 53607 and 53646(b), the Director of Finance shall provide on a monthly and quarterly basis an investment portfolio report to the City Council. The report shall include a listing of each of the City's investments (a description that adequately describes the security), the purchase date, maturity date, cost basis, current cost value (book value), interest rate, weighted average maturity, current unrealized loss or gain and a listing of investment transactions that includes purchase/deposit and sale/withdrawal activity. Various investment types will be categorized and grouped in the same structure as the qualified investment categories identified in this policy. The

portfolio report shall include a statement certifying the ability of the City to meet its expenditure requirements for the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The investment portfolio report shall include market value information for all investments. A monthly market value will be obtained for each security owned by the City. For purposes of reporting, the market value of each security may be obtained from the City's custodian bank or other pricing source(s) utilized by the City's designated investment management firm (registered investment advisor).

The City shall record interest revenue on a modified accrual basis of accounting that is typical for reporting and recording of interest earnings. Securities held by a fiscal agent or trustee shall also be recorded on a modified accrual basis of accounting. The Director of Finance will report year-end investments in conformance with Governmental Accounting Standards Board Statement Nos. 31, 40, and 72.

21. REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 17, Authorized and Suitable Investments, at the time of purchase. A quarterly review of investments will be done to identify any securities that are no longer in compliance.

22. INVESTMENT POLICY ADOPTION

The City Council shall review and adopt this Investment Policy by resolution annually.

GLOSSARY

AGENCIES – Agencies of the Federal government set up to supply credit to various classes of institutions (e.g., S&L's, small business firms, students, farmers, housing agencies, etc.) Examples include Federal Home Loan Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Federal Home Loan Bank (FHLB), and Federal Farm Credit Bank (FFCB).

ASSET BACKED SECURITIES - Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

ASK/OFFER – The price at which securities are offered. (The price at which a firm will sell a security to an investor)

BANKERS' ACCEPTANCE (BA) – A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

BASIS POINT – One one-hundredth of a percent (i.e., 0.01 percent)

BEAR MARKET – A period of generally pessimistic attitudes and declining market prices.

BID PRICE – The price at which a broker/dealer will buy securities from an investor.

BOND EQUIVALENT YIELD – The basis on which yields on notes and bonds are quoted.

BOOK VALUE (COST VALUE) – The purchase price of the security as recorded on the City's books.

BROKER – An individual or firm acting as intermediary by purchasing and selling securities for others.

BULL MARKET – A period of generally optimistic attitudes and increasing market prices.

CALLABLES – Securities that the issuer has the right to redeem prior to maturity.

CERTIFICATE OF DEPOSIT (CD) - A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CMT – Constant Maturity Treasury – An index of the average yield on United States Treasury securities adjusted to a constant maturity.

COLLATERAL – Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) - The official annual financial report of the City. It includes combined statements for each individual fund and account group prepared in conformity with Generally Accepted Accounting Principles (GAAP). It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

CORPORATE MEDIUM TERM NOTE – A security issued by a corporation doing business in the U.S. with a maturity not to exceed five years.

COST VALUE (BOOK VALUE) – The purchase price of the security as recorded on the City's books.

COUPON – a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value; b) a certificate attached to a bond evidencing interest due on a payment date.

DEALER – An individual or firm acting as principal in a security transaction.

DEBENTURE - A bond secured only by the general credit of the issuer.

DELIVERY VS PAYMENT - Delivery of securities with a simultaneous exchange of money.

DEMAND ACCOUNT – An account with a commercial bank from which check withdrawals may be made at any time.

DERIVATIVES – Financial products that are dependent for their value on (or derived from) an underlying financial instrument, a commodity, or an index representing values of groups of such instruments or assets.

DISCOUNT – The difference between the cost price of a security and its par value when the cost is lower than par. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION – Dividing investment funds among a variety of securities offering independent returns.

FEDERAL FUNDS RATE – Interest rate charged by one institution lending federal funds to another.

FEDERAL OPEN MARKET COMMITTEE (FOMC) – Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FINANCIAL ADVISOR – A firm or bank that acts in a financial advisory capacity with respect to a new issue of municipal securities pursuant to a written contract.

FISCAL AGENT – A financial institution which performs payment of principal and interest to bondholders, and certain administrative duties on the bond issuer's behalf.

GOVERNMENTAL ACCOUNTING STANDARDS BOARD – The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

INTERNAL RATE OF RETURN – Rate of return over the life of a security on variables.

LOCAL AGENCY INVESTMENT FUND (LAIF) – The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE – The price at which a security is trading, usually the liquidation value.

MASTER REPURCHASE AGREEEMENT – A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the

transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MONEY MARKET MUTUAL FUNDS – Open-ended mutual fund that invests in commercial paper, banker's acceptances, repurchase agreements, government securities, certificates of deposit and other highly liquid and safe securities, and pays money market rates of interest. The fund's net asset value remains a constant $1 a share, with the interest rate increasing or decreasing.

MORTGAGE PASS-THROUGH SECURITIES – A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

NATIONALLY RECOGNIZED STATISTICAL RATING ORGANIZATION (NRSRO) – A rating organization designated by the SEC as being nationally recognized.

OFFER PRICE – The price at which a broker/dealer will offer securities to an investor.

OPEN MARKET OPERATIONS – Federal Reserve activity. Under the Federal Reserve Act, the Fed uses purchases and sales of Government and Federal Agency securities to add to or subtract from commercial bank reserves. Goals are to sustain economic growth, high employment and reasonable price stability.

PAPER GAIN OR LOSS – Term used for unrealized gain or loss on securities being held in a portfolio based on comparison of current market quotes and their original cost. This situation exists as long as the security is held while there is a difference between cost value (book value) and the market value.

PORTFOLIO – Collection of securities held by an investor.

PREMIUM – The difference between the cost price of a security and its par value, when the cost is higher than par.

PRIMARY DEALER – A group of government securities dealers that serve as trading counterparties of the New York Fed in its implementation of monetary policy. This role includes the obligations to: (i) participate consistently in open market operations to carry out U.S. monetary policy pursuant to the direction of the Federal Open Market Committee (FOMC); and (ii) provide the New York Fed's trading desk with market information and analysis helpful in the formulation and implementation of monetary policy. Primary dealers are also required to participate in all auctions of U.S. government debt and to make reasonable markets for the New York Fed when it transacts on behalf of its foreign official account-holders.

RATE OF RETURN – The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity; on a bond, the current income return.

REPURCHASE AGREEMENT (REPO) – A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate them for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO) – A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specific date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to repo, the purpose of entering

into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING – The service provided by banks and trust companies for clients when the bank or trust company stores the securities, takes in coupon payments, and redeems issues at maturity.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C) 3-1 – See Uniform Net Capital Rule.

SPREAD – a) The yield or price difference between the bid and offer on an issue; b) the yield or price difference between different issues.

SUPRANATIONALS – International institutions formed by two or more governments that transcend boundaries to pursue mutually beneficial economic or social goals. There are three supranational institutions that issue obligations that are eligible investments for California local agencies: the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB).

SWAP – The sale of one issue and the simultaneous purchase of another for some perceived advantage.

TREASURY BILLS – A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS – U.S. Treasury securities that have initial maturities of more than 10 years.

TREASURY NOTES – Intermediate-term coupon bearing U.S. Treasury securities having initial maturities from one year to ten years.

TRUSTEE – A financial institution with trust powers that acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNIFORM NET CAPITAL RULE – Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities. Liquid capital includes cash and assets easily converted into cash.

WHEN ISSUED BASIS (WI) – A term applied to securities that are traded before they are actually issued with the stipulation that transactions are null and void if securities are not issued.

YIELD CURVE – Yield calculations of various maturities at a given time to observe spread difference.

YIELD TO MATURITY – The current coupon yield minus any premium above par, or plus any discount from par in the purchase price with the adjustment spread over the period from date of purchase to maturity.

ITEM # 20

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

SUBJECT: **FUTURE MEETING CANCELLATION**

DATE: July 28, 2021

RECOMMENDATION

It is recommended that the City Council cancel the regularly scheduled City Council meeting on September 22, 2021.

BACKGROUND / ANALYSIS

During the week of September 20 – 24, 2021 members of the City Council, the City Clerk, Assistant City Manager and Deputy City Clerk will be attending the annual League of California Cities Annual Conference in Sacramento. During this week, City Council will participate in the Conference and in legislative meetings with State representatives to discuss local issues. Staff recommends canceling the meeting of September 22, 2021 to give public notification in a timely matter.

For the month of September, the City Council will convene for a special City Council Study Session scheduled for September 1, 2021, approved at February 21, 2021 City Council meeting, and the regularly scheduled meeting of September 8, 2021.

FISCAL IMPACT

There is no fiscal impact directly associated with the recommended action.

SUMMARY

That the City Council cancel the regularly scheduled City Council meeting on September 22, 2021 to allow for the City Council to participate in the Conference and legislative meetings.

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Resolution in Support of City of South Gate Annual Conference Resolution

President Walker:

The City of Montebello (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Attached is the Resolution to be considered for adoption by the City Council of the City of Montebello at our July 28, 2021, City Council meeting.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, René Bobadilla, at 323-887-1200, if you have any questions.

Sincerely,

Kimberly Cobos Cawthorne

Kimberly Cobos-Cawthorne
Mayor, City of Montebello

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

ATTACHMENT:

A. Resolution No. 21-70

ATTACHMENT A

RESOLUTION NO. 21-70

A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECCESARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

NOW THEREFORE, BE IT RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

APPROVED AND ADOPTED this 28th day of July, 2021 day Montebello, California.

_____
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. 21-70 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 28th day of July 2021 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 # 22

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, Director of Public Works / City Engineer

SUBJECT: **Report of Emergency Sewer Repair at Taylor Ranch Park by the Los Angeles County Consolidated Sewer Maintenance District**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Receive and file the City Manager's report of an emergency sewer repair at Taylor Ranch Park by the Los Angeles County Consolidated Sewer Maintenance District pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22050; and

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

FISCAL IMPACT

The cost of the recommended repair in the amount of $160,000 will be paid from 2009 Excess Bond Proceeds, the same funds used to pay for the construction of the Park.

BACKGROUND

On June 8, 2021, the new restrooms at Taylor Ranch Park overflowed and spilled raw sewage into the street. The city's on-call plumbing contractor was dispatched to clear the sewer lateral and complete a video inspection. The results of the video inspection indicated that the existing sewer lateral to which the new restrooms were connected during the recent construction project does not have sufficient slope for the flow produced by the new restrooms. It appeared to be sufficient when the restrooms were closed to the public and were restricted to employee use due to COVID. During this time use of the restrooms was relatively infrequent. Once the restroom were opened to the public, the increased use and our inability to monitor what is flushed by the general public have

resulted in overflow of sewage. The restrooms have been closed since the initial sewer overflow event and temporary portable toilets remain in place at the Park.

The solution to this problem is to replace the sewer lateral with a new lateral connected to the sewer main on Lincoln Ave, since the downward grade provides additional slope for the sewer.

Staff contacted the City's on-call plumbing contractor for a quote for the installation of the new sewer lateral. The on-call contractor declined to quote the portion within Lincoln Avenue, where the connection to the public sewer main is located, stating they were not equipped for deep excavations. Since bidding of the work by the City would take 2 to 3 months during which time the restrooms would remain inoperable, staff requested the assistance of the Los Angeles County Consolidated Sewer Maintenance District (CSMD) utilizing their on-call contractor list. CSMD's contractor quoted $70,000 for the portion within Lincoln Avenue.

The City's on-call contractor provided a quote of $105,000 for the portion of the sewer lateral within the Park property. The CSMD contractor quoted $85,000 for this portion. City Service Requests for this work were submitted to CSMD in the total amount of $160,000 ($70,000 + $85,000 + $5,000 insurance).

In order to prevent any additional sewer spills and to get the restrooms operational as soon as possible, CSMD recommended issuing a Notice to Proceed (NTP) to their contractor on July 7, 2021 since the contractor was available to start the work. Any delay in issuing the NTP could not guarantee the contractor would be readily available. The contractor started the work on July 8, 2021 and should complete the work in 2 to 3 weeks.

DISCUSSION

The services rendered are covered under the General Services Agreement with Los Angeles County, Agreement No. 3246 (Attachment A). In accordance with the terms and conditions of the Agreement, services are requested via the County's online City Service Request Tracking System (CSRTS). The City will receive an invoice from the County after the repairs are completed.

Due to the liability of further sewage spills and the increased use of Taylor Ranch Park with the recent reopening from COVID closure, the Notice to Proceed was issued under the City Manager's authority in accordance Section 3.20.140 of the Montebello Municipal Code. Pursuant to MMC Section 3.20.140, the City Manager has the vested authority in cases of emergency "to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts…." Upon taking such action, the City Manager is required to provide a report to City Council of such action at the next regular City Council meeting. This report provides such notice.

SUMMARY

The emergency sewer repair is scheduled for completion by the end of July. The restrooms at Taylor Ranch Park will be returned to full operation following the completion of the sewer repair. The Los Angeles County will invoice the City of the cost of the repair in an amount not-to-exceed $160,000 which will be paid from 2009 Excess Bond Proceed.

ATTACHMENT:

A. Attachment A – Agreement No. 3246

AGREEMENT NO. 3246

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2017, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Montebello, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2022, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2022, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2022, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 22 day of March 2017.

The City of Montebello,

By _____
Mayor VIVIAN ROMERO

ATTEST:

City Clerk

By _____
IRMA BARAJAS

THE COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

JUN 29 2017

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#21 JUN 13 2017

LORI GLASGOW
EXECUTIVE OFFICER

County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

July 7, 2017

Ms. Francesca Tucker-Schuyler
City Administrator
City of Montebello
1600 West Beverly Boulevard
Montebello, CA 90640

Dear Ms. Tucker-Schuyler:

RENEWAL OF GENERAL SERVICES AGREEMENT

Enclosed is a fully executed General Service Agreement between your City and the County of Los Angeles. This agreement extends the services that your City may receive for an additional five-year period commencing July 1, 2017 and ending June 30, 2022.

If you have any questions or need additional information, please contact Patricia Carbajal of my staff at (213) 974-1327 or pcarbajal@ceo.lacounty.gov.

We look forward to our continued collaboration.

Sincerely,

MANUEL RIVAS, JR.
Assistant Chief Executive Officer
Legislative Affairs and Intergovernmental Relations

MR:PC:lm

Enclosure

ITEM # 23

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877) - Authorization to Advertise for Construction**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve the Plans, Specifications, and Estimate (PS&E) for the Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project (CP No. 877); and

2) Authorize the City Clerk to publish the Notice Inviting Bids (Attachment A); and

3) Approve the Notice of Exemption (Attachment B) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles County Registrar-Recorder; and

4) Approve the Total Project Budget (Attachment C).

FISCAL IMPACTS

As shown in the Total Project Budget (Attachment C), the project is fully funded at this time and no additional appropriations are recommended. This project was included in the CIP budget, presented to and approved by City Council at the June 23, 2021 meeting. Total funding for the project is included in the Measure W Fund (Account No. 229-99-6040.10) and is appropriated for FY 2021-22, no budget adjustment is needed. The funding is a carryover from the FY 2020-21 Measure W allotment received from the County.

BACKGROUND

The Citywide Catch Basin Connector Pipe Screen (CPS) Inserts Installation Project will retrofit existing catch basins with screens and filters to help eliminate storm water

pollution. As part of this Citywide Project, one hundred and sixty five (165) catch basins will be retrofitted with CPS units to prevent trash from entering the storm drain system during dry weather and moderate storm flows by keeping the trash and debris inside the catch basin. Out of the total catch basins being retrofitted, 78 are City-owned and 87 are County-owned. This project will help the City meet pollution reduction requirements as detailed in the State's National Pollutant Discharge Elimination System (NPDES) permit.

Infrastructure Engineers developed the specifications and contract documents that are available for review in the Public Works Department. The project is ready for construction. Approval from the City Council is required to advertise the project for construction bids.

The Engineer's Estimate for construction for this project is $200,000.

The anticipated project schedule is as follows:

- Advertise for Construction Bids — August 5, 2021
- Bid Opening — August 25, 2021
- Award of Contract — September 2021
- Start Construction — October 2021
- Complete Construction — January 2022

The Notice Inviting Bids will be published on August 5, 2021, in the local newspaper and the Green Sheet. The notice, plans and specifications will be posted on PlanetBids thru the City of Montebello's Website.

ENVIRONMENTAL

Pursuant to the guidelines of the California Environmental Quality Act (CEQA), the Annual Concrete Repair Program is 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.

SUMMARY

Upon the approval of the City Council of the recommended action, staff will coordinate the advertisement of the project for construction bids. Following the opening of sealed bids, staff will review the bids and recommend award of the construction contract to the lowest responsive bidder at a subsequent City Council meeting.

ATTACHMENT (S):

A. Attachment A – Notice Inviting Bids
B. Attachment B – Notice of Exemption
C. Attachment C – Total Project Budget

ATTACHMENT A

NOTICE INVITING SEALED BIDS

FOR

CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS INSTALLATION PROJECT

FY 2020/2021

C.P. No. 877

IN THE CITY OF MONTEBELLO

PUBLIC NOTICE IS HEREBY GIVEN that the City of Montebello as AGENCY, invites sealed bids for the above stated project and will receive such bids **electronically thru PlanetBids, https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html, by 10:30 am on August 25, 2021. Subsequently, City Clerk's staff will make a public announcement of the bids received shortly after, at the West Entrance of City Hall located at 1600 West Beverly Boulevard, Montebello, California 90640.**

SCOPE OF WORK: The work to be performed or executed under these specifications consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the contract documents to construct the above stated project. It is the intent of this contract to have the contractor perform the "Project", and other appurtenances in accordance with the 2012 Standard Plans for Public Works Construction (SPPWC), 2018 Standard Specifications for Public Works Construction "Greenbook" and Los Angeles County Standard Plans and Specifications Latest Editions unless otherwise shown.

Copies of the contract documents are available on the City's website at https://www.cityofmontebello.com/rfp-bids/bid-opportunities.html.

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

1. No contractor or subcontractor may be listed on a bid proposal for public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

2. No contractor or subcontractor may be awarded a contract for public works on a public works project awarded on or after April 1, 2015, unless registered with the DIR.

3. The project is subject to compliance monitoring and enforcement by the DIR.

4. Require the prime contractor to post job site notices prescribed by regulation (regulation not created yet) or the City must post the notices itself.

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

The AGENCY hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, marital status or religion in any consideration leading to the award of contract.

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

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

Bidders must hold a valid California Class A Contractor's License.

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

The AGENCY will deduct **five percent (5%)** retention from all progress payments as specified in Section 7-3.2 of these Specifications. The Contractor may substitute an escrow holder surety of equal value to the retention and the Contractor shall be beneficial owner of the surety and shall receive any interest thereon.

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

The contract period for this project is **Ninety (90) working days** from the effective date of the Notice-to-Proceed to be issued by the City, which includes 60 days for Los Angeles County Flood Control District (LACFCD) Permit and Material Procurement. A separate Notice-to-Proceed will be issued for the remaining 30 days for installation of CPS devices.

BY ORDER OF: The City of Montebello, California

_____

Christopher Jimenez, City Clerk

ATTACHMENT B

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: Project No. 877: Citywide Catch Basin Pipe Connector Screen (CPS) Inserts Installation Project

Project Applicant: City of Montebello

Project Location - Specific:
Various addresses in the city.

Project Location - City: Montebello Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
Installation of catch basin connector pipe screen inserts.

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:

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

ATTACHMENT C

CITYWIDE CATCH BASIN CONNECTOR PIPE SCREEN (CPS) INSERTS
INSTALLATION PROJECT
C.P. No. 877

TOTAL PROJECT BUDGET

Project Expenses	Estimated Cost
Construction Estimate	$180,000
Construction Contingency (10%)	$20,000
Total Projected Cost:	**$200,000**

Project Funding	Estimated Budget
MEASURE W (FY 2020-21)	$200,000
Total Project Budget:	**$200,000**

ITEM # 24

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Various Street Improvements Project, CP 872 – Notice of Completion**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Accept the Various Street Improvements Project, (CP 872) – FY 2018-2019 as completed by Sequel Contractors, Inc.; and

2) Approve the final contract amount for Sequel Contractors, Inc. in the amount of $503,967, including change orders; and

3) Authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder; and

4) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and

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

FISCAL IMPACTS

The approved budget for the Various Street Improvements Project, CP 872 totaled $664,084 and was funded with Measure M ($240,672), Measure R ($284,370), and Prop C ($139,042) Local Return funds. The Project was completed at a total cost of $627,257, $36,827 under budget and this amount will be made available for reprogramming for other projects.

BACKGROUND

The Various Street Improvements Project, CP 872, was included in the FY 2018-19 Capital Improvement Program adopted by the City Council. The project included improvements to the following streets:

- Weimer Way from Avenida de La Merced to Los Amigos Avenue
- Holger Drive from Victoria Avenue to Forbes Avenue
- Madison Avenue from Taylor Avenue to 12th Street
- Repaving the intersection of Via Campo and Vail Avenue

The project improvements included the removal and reconstruction of existing damaged sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling and repaving existing streets, adjustments of utility covers, installation of pavement markings and striping, curb painting, installation of traffic detection loops and tree planting.

The City Council, at its meeting of August 28, 2019, awarded a contract to Sequel Contractors, Inc. in the amount of $473,347 to construct the project and authorized the City Manager to execute the contract.

ANALYSIS

The Contractor completed construction of this project on March 27, 2020. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

A summary of the final project expenditures is as follows:

$ 45,486	Design
$ 77,804	Construction Management and Inspection
$ 473,347	Construction Contract Amount
$ 30,620	Construction Change Orders (6.5% Increase)
$ 627,257	**TOTAL PROJECT COST**

The Total Project Budget approved by the City Council on August 28, 2019 totaled $664,084 as follows: 1) $240,672 Measure M; 2) $284,370 Measure R; and 3) $139,042 Proposition C. The project was completed at a total cost of $627,257, $36,827 under budget and this amount will be made available for reprogramming for other projects.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to execute, verify and file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment will be released to the contractor forty-five (45) days after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY

Staff is recommending that the City Council to accept the Project as completed, approve the final contract amount for Sequel Contractors, Inc. in the amount of $503,967 including change orders, authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles County Registrar-Recorder and authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT:

A. Attachment A – Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT A

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on March 27, 2020. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters, curb ramps, cross gutters, cold milling of existing asphalt pavement, paving with new asphalt, curb painting, traffic striping, pavement markings, and tree planting.

8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc. August 28, 2019

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Various Street Improvements Project (Weimer Way from Avenida de La Merced to Los Amigos Avenue, Holger Drive from Victoria Avenue to Forbes Avenue, Madison Avenue from Taylor Avenue to 12th Street, and repaving the intersection of Via Campo and Vail Avenue), CP 872, FY 2018/2019.**

Director of Public Works / City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on_____ , 2021 at City of Montebello, Montebello, CA

_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants is common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

ITEM # 25

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer
Michael Solorza, Director of Finance

SUBJECT: **Various Street Improvements Project, CP 873 – Notice of Completion**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Accept the Various Street Improvements Project, (CP 873) – FY 2018-2019 as completed by Sequel Contractors, Inc.; and

2) Approve the final contract amount for Sequel Contractors, Inc. in the amount of $759,441; and

3) Authorize the City Clerk to execute, verify and file the Notice of Completion with the Los Angeles Registrar-Recorder; and

4) Authorize the City Manager to release the retention payment due to Sequel Contractors, Inc. following the mandatory waiting period from the date the Notice of Completion is recorded; and

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

FISCAL IMPACTS

The approved budget for the Various Street Improvements Project, CP 873, totals $925,400 consisting of Measure M ($555,361), Measure R ($211,824), TDA-3 ($38,215) and Prop. A ($120,000) Exchange funds. Overall, there was a savings of $53,590 or 6% of the total allotted budget and therefore, there were no impacts to the General Fund. The remaining funds will be available for re-programming.

BACKGROUND

The Various Street Improvements Project, CP 873, was included in the FY 2018-19 Capital Improvement Program adopted by the City Council.. The project included the improvements to the following streets:

- Beverly Terrace from Maple Avenue to Park Avenue
- Hay Street from Garfield Avenue to the Southerly City Limit
- Los Amigos Avenue from Weimer Way to La Flores Avenue
- Oakwood Street from Montebello Boulevard to Spruce Street

The project improvements included the removal and reconstruction of existing damaged sidewalks, curb and gutters, driveway approaches, curb ramps, cold milling and repaving existing AC pavement streets, adjustments of utility covers, installation of pavement markings and striping, curb painting, installation of traffic detection loops and tree planting.

The City Council, at its meeting of August 28, 2019, awarded a contract to Sequel Contractors, Inc. in the amount of $774,896 to construct the project and authorized the City Manager to execute the contract.

ANALYSIS

The Contractor completed construction of this project on March 27, 2020. The City Engineer has reviewed the daily inspection reports and determined that the project was completed satisfactorily and in accordance with the project plans and contract specifications. The contractor's final accounting was reviewed and approved by the City Engineer.

A summary of the final project expenditures is as follows:

$ 50,570	Design
$ 61,980	Construction Management and Inspection
$ 774,896	Construction Contract Amount
($ 15,455)	Construction Credit (Quantity Reduction)
$ 871,991	**TOTAL PROJECT COST**

The Total Project Budget approved by the City Council on August 28, 2019, when the construction contract was awarded to Sequel, totaled $777,137 as follows: 1) $496,518 Measure M; 2) $183,561 Measure R; 3) $38,215 TDA-3; and 4) $58,843 Measure M.

Additionally, in separate actions, the City Council approved the allocation of $28,263 of Measure R funds (FY 2019/20 funds) and the allocation of $120,000 of Prop A Exchange funds (FY 2019/20 funds), for a Total Project Budget of $925,400.

The project was completed at a total cost of $871,991, $53,590 under budget and this amount will be made available for reprogramming for other projects.

The final contract amount for Sequel Contractors, Inc. is $759,441, including a deductive change order of $15,455 for a reduction in the scope of the work and/or reduction in the actual quantities of work items in comparison to the estimated values.

NOTICE OF COMPLETION

Pursuant to Civil Code Section 3093, when a Capital Improvement Project is completed, a Notice of Completion must be prepared and filed with the County Recorder's Office for recordation within 10 days after completion of the improvement. In compliance with this section of the Civil Code, the City Engineer has prepared the required Notice of Completion for the City Council to accept the project as completed; and to authorize the City Clerk to file the Notice of Completion for recordation with the County Recorder's Office.

Concurrent with the preparation of the Notice of Completion, the City Engineer approved the final progress payment based on the agreed upon scope of work; with a five (5%) percent retention being withheld from the progress payments. The final retention payment is released to the contractor forty-five (45) days after recordation of the Notice of Completion with the Los Angeles County Registrar-Recorder.

SUMMARY

Staff is recommending that the City Council accept the Project as completed, approve the final contract amount for Sequel Contractors, Inc. in the amount of $759,441 including deductive change orders, authorize the City Clerk to execute, verify and file the Notice of Completion, and authorize the City Manager to release the retention payment following the mandatory waiting period from the date the Notice of Completion is recorded.

ATTACHMENT:

A. Attachment A – Notice of Completion

RECORDING REQUESTED BY
CITY OF MONTEBELLO
AND WHEN RECORDED MAIL TO

NAME CITY OF MONTEBELLO
CITY CLERK
STREET ADDRESS 1600 W Beverly Blvd.
CITY Montebello,
STATE CA
ZIP 90640

SPACE ABOVE LINE FOR RECORDERS USE

ATTACHMENT A

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Montebello
3. The full address of the owner is 1600 W Beverly Blvd., Montebello, CA 90640
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was completed on March 27, 2020. The general scope of work consisted of removing and reconstructing of damaged concrete sidewalks, damaged driveways, damaged curb and gutters, curb ramps, cross gutters, cold milling of existing asphalt pavement, paving with new asphalt, curb painting, traffic striping, pavement markings, and tree planting.

8. The name of the contractor, if any, for such work of improvement was Sequel Contractors, Inc. August 28, 2019

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

9. The property on which said work of improvement was completed is in the City of Montebello County of Los Angeles, State of CA, and is described as follows: **Various Street Improvements Project (Beverly Terrace from Maple Avenue to Park Avenue, Hay Street from Garfield Avenue to the Southerly City Limit, Los Amigos Avenue from Weimer Way to La Flores Avenue and Oakwood Street from Montebello Boulevard to Spruce Street), CP 873, FY 2018/2019.**

Director of Public Works / City Engineer, City of Montebello

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of Montebello, the declarant of the foregoing Notice of Completion:
I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on_____ , 2021 at City of Montebello, Montebello, CA

_____(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

DO NOT RECORD

REQUIREMENTS AS TO NOTICE OF COMPLETION

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil Code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants is common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3, 5 and 6, the full address called for should include street number, city, county and state.

As to paragraphs 7 and 8, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows: (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 8 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 9, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 10, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

ITEM # 26

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Approval of the Fiscal Year 2021-22 Annual Plan for the Los Angeles Region Measure W (Safe, Clean Water Program) Expenditures**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve the Fiscal Year 2021-22 Annual Plan for Los Angeles Region Measure W (Attachment A) that programs expenditures for the fiscal year; and

FISCAL IMPACT

The Safe, Clean Water Program (SCWP) is estimated to generate up to $285 million in annual revenue for the entire County of Los Angeles. The FY 2021-21 local return allocation for Montebello is estimated at approximately $893,255. The Fiscal Year 2021-22 Annual Plan provides an expenditure plan for this allotment.

Staff anticipated receipt and expenditure of these funds and included appropriations in the adopted FY 2021-22 budget. Fund 229 (Measure W) includes $900,000 in revenue/expenditures, no budget amendments are necessary at this point in time. Subsequent budgets will include these appropriations from Measure W assessments, allocated to the approved projects and programs per the Annual Plan.

BACKGROUND

On November 6, 2018, Los Angeles County voters successfully passed Measure W. Measure W established a parcel tax to fund projects and programs throughout the County to improve the quality of storm water runoff. The first annual parcel tax was collected on the tax bills for Fiscal Year 2019-20.

Following the tax collection, SCWP revenues will be allocated as follows: 1) Ten (10) percent to the Los Angeles County Flood Control District (LACFCD); 2) Forty (40) percent to the municipalities within the District; and 3) Fifty (50) percent to the nine watershed areas to fund regional watershed-based multi-benefit projects to be implemented by project developers, and to provide technical resources, and conduct scientific studies.

The transfer agreement ("Agreement") for the Municipal Program required by the LACFCD in order to disburse funds to the municipalities on an annual basis was approved by the City Council on August 26, 2020. The Agreement for the Municipal Program will expire every four years, and funds received are to be used for implementation, operations and maintenance, and administration of eligible storm water quality improvement projects and programs as defined in the Agreement. The Agreement requires submittal of an Annual Plan that lists and describes the projects and programs the City plans to fund each year using Measure W funds.

On February 26, 2020, the City Council approved a Partnership Agreement with Los Angeles County for the East Los Angeles Sustainable Median Stormwater Capture Project. Construction of this $32 million project is currently underway. The City's original contribution was $5,080,000; however, this contribution has been reduced to $4,463,375 due to a recently awarded $7.0 million grant to the Project from the Safe, Clean Water Program funds thru the Los Angeles County Regional fund. In addition to construction, the City will contribute approximately $36,000 annually for operation and maintenance once the project is completed.

Both the construction payments and the annual maintenance cost will be programmed from the Measure W fund (Fund 229) and, therefore, will not impact the General Fund. The payment schedule per the terms of the agreement is as follows:

Invoice No.	Amount	Payment Date
1	$700,000	Paid, June 10, 2021
2	$752,655	12/30/2021
3	$752,655	12/30/2022
4	$752,655	12/30/2023
5	$752,655	12/30/2024
6	$752,655	12/30/2025
Total:	**$ 4,463,275**	

The Annual Plan Program for FY 2021-22 includes the continued contribution to the East Los Angeles Sustainable Median Stormwater Capture Project. In addition, it includes a combined amount of $140,600 for project planning, reporting and storm drain cleaning operations. These two expenses ($752,655 + $140,600) total $893,255 for FY 2021-22.

Subsequent budgets will include sufficient appropriations for these and related Annual Plan costs.

SUMMARY

Upon the approval by the City Council of the recommended action, staff will transmit the Annual Plan to Los Angeles County, coordinate receipt of the annual funding allotment, and coordinate the completion of the projects listed as planned expenditures.

ATTACHMENT:

A. Attachment A – Montebello Annual Plan Program (FY 2021-22) for the Los Angeles Region Safe, Clean Water Program (Measure W)

ATTACHMENT A



Montebello
Annual Plan

City of Montebello Municipal Program 2021-2022

For the Safe, Clean Water Program

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A-1. Anticipated Projects

The City of Montebello plans to continue to use their municipal funds from the Safe, Clean Water Program towards its on-going East LA Sustainable Median project for fiscal year 2021-2022.

East Los Angeles Sustainable Median Stormwater Capture Project

The City of Montebello has partnered up with Los Angeles County, Los Angeles County Flood Control District, and the City of Monterey Park to develop a sustainable median stormwater capture project that will capture and infiltrate approximately 232 acre-feet of urban and stormwater runoff from a 3,000-acre tributary area on an annual basis.

The project is comprised of five project areas with the two major portions located at the intersections of Garfield Avenue and Northside Drive as well as Garfield Avenue and Southside Drive in East Los Angeles. The project will divert runoff into drywells within the existing roadway medians where the water will be captured and treated before slowly percolating into the subsoil to recharge the groundwater basin.

The scope of work for the project also includes above ground improvements such as drought tolerant landscaping, planting of over 300 native tree species, picnic tables and benches, permeable walking paths, exercise equipment and educational signage. The project will also feature a water-efficient irrigation system to service the palette of drought tolerant, California native plant species throughout the project areas.

The East LA Sustainable Median stormwater Capture Project strongly aligns with the mission and goals of the Safe, Clean Water Program and puts the health of the environment and surrounding community at the forefront of its design. The project will improve water quality, increase water supply and groundwater recharge, provide aesthetic beautification, and create enhanced recreational benefits through urban greening.

Each of the six Safe, Clean Water Program goals are achieved through the installation of this project from the capture, treatment, and infiltration of over 323 acre-feet of water per year to the conversion of impermeable medians to permeable recreational areas this project will truly benefit the surrounding communities through a variety of avenues.

The project will protect coastal waters from contaminants in stormwater and urban runoff by diverting surface flows to the infiltration wells for treatment before it is infiltrated. The project will also help modernize the areas water system infrastructure by reconstructing how water is captured and utilized to help sustainably maintain the project along with the provided benefits of supplying the water-efficient irrigation systems throughout the various project areas.

To add to the project elements that help achieve the goals of the safe, Clean Water Program the project will help protect public health by installing recreational areas that had not previously existed, which will encourage physical activity and help improve the quality of life for residents. These upgraded

medians will help introduce more urban greening to the local communities which will in turn help purify the air, sequester carbon, and reduce the urban heat island effect. These benefits will also prepare the region for the effects of climate change by installing native, drought tolerant plants as well as alleviate flooding through an increase of areas with permeable surfaces.

The project is currently in construction. The project broke ground in August of 2020 and is expected to be completed by the end of 2021. Other sources of funding such as Prop 1 Stormwater Implementation Grant Program and the California Natural Resource Agency Urban Greening Grant program have been secured to bring the project to fruition.

A-2. Anticipated Programs

The City of Montebello will be utilizing Safe, Clean Water Program funding towards three programs during the 2021-2022 fiscal year to help the City achieve its stormwater quality goals.

Municipal Separate Storm Sewer System (MS4) City Program

The first anticipated program that the City of Montebello plans to fund with the municipal funds from the Safe, Clean Water Program is essentially an extension of the City's existing MS4 Program. Majority of the efforts for this program will be directed at developing a wide array of new projects around the City that will align with the Safe, Clean Water Program guidelines and goals. The potential projects will be developed in coordination with the City's NPDES consultants to ensure each project is centered around stormwater capture or infiltration, whether it be within the City's open park space or creating more green streets, as well as installing stormwater BMPs throughout the City, where possible. These are just a few possibilities for the project types that will be considered under this program.

The City staff and NPDES consultants will work together to review the different MS4 Programs that operate under the NPDES permit and analyze their effectiveness, looking for opportunity areas to focus potential project development. All projects will be centered around volume capture of wet and dry weather flows throughout the City. Standard parameters for designing the amount of volume capture will differ from project to project, due to a myriad of factors.

Another large component of this program will be the process of securing supplemental funding opportunities for the projects that are developed under this program. The City is always looking for additional funding sources to help offset costs as well as contribute matching funds to the various granting opportunities and will continue to do so with the municipal funding from the Safe, Clean Water Program. This program will seek additional funding through state and federal granting agencies.

The MS4 Program will achieve five of the six Safe, Clean Water Program goals though its multi-pronged approach to develop and construct various water and nature-based projects throughout the City. The program will achieve the first goal of implementing a new plan for local water to capture a portion of the water that is lost annually by implementing guidelines that require projects to be developed with water capture as the forefront of the design. This will also carry over to the other four goals of protecting coastal waters from contaminants, modernizing the regions water system though nature and new technology, protecting public health through greener, more livable spaces for all, and lastly by preparing the region for the devastating effects of climate change. The projects developed by this program will capture and infiltrate water thus preventing polluted waters from reaching coastal waters. The projects will have the potential to include new technology and opportunity for implementing water treatment and infiltration units which satisfies the goal to modernize the city's water system though nature, science, and technology since this methodology can be applied to city parks and open spaces, green streets as well as residential areas.

Capital Improvements Plan (CIP) Re-Evaluation for Stormwater Improvements Program

For its second program, the City will use a portion of the Safe, Clean Water Program funding to carry out duties related to the city's newly developed Capital Improvements Plan (CIP) Re-Evaluation for Stormwater Improvements Program. The CIP Re-Evaluation Program will analyze the CIP list that is developed each year by City Council to determine if and where the opportunity to include stormwater elements into the CIP projects is possible. The program will have the city's National Pollutant Discharge Elimination Systems (NPDES) team evaluate each project on the CIP individually to determine where the opportunity areas are. From there, they will coordinate with the City Engineer to discuss ideas and feasibility.

The CIP Re-Evaluation Program will allow the City to further enrich their already environmentally conscious practices and program elements by developing more structural BMP's throughout the City in instances where the City could not come up with an entirely new stormwater project, whether the constraints be related to funding or just simply because they weren't aware that the opportunity to include pollution reduction measures existed in the project area.

Within the program, all types of stormwater infrastructure and nature based solutions will be considered to ensure that no matter the scenario, a stormwater BMP of any magnitude, structural or nonstructural, will be implemented to work towards the goal of improving water quality for the region.

This CIP Re-Evaluation Program will achieve the first goal of the Safe, Clean Water Program of capturing billions of gallons of water that is lost each year by expanding the CIP projects to include infrastructure to capture and infiltrate all flows that will occur in the area. Structural and large-scale projects will remain at the forefront when designing these projects to ensure a greater impact when it comes to stormwater capture. Capturing larger portions of the city's stormwater flows will thus reduce the trash and pollutant load that makes it into the storm drain system that leads to the coastal waters and beaches, achieving goal two of the Safe, Clean Water program.

Minimum Frequency of Assessment and Collection (MFAC) Program

For its third and final program, the City plans to implement a Minimum Frequency of Assessment and Collection Program to supplement its regional Trash Monitoring and Reporting Program (TMRP) to comply with the Regional Water Quality Control Board Trash TMDL requirements and deadlines for compliance. In 2015, the Los Angeles River Trash TMDL was revised by adding controls and enhancing best management practices (BMPs) to non-point sources of trash, specifically as it relates to parks near the Los Angeles River and its tributaries. In 2016 the MS4 NPDES permit incorporated these changes into its requirements as well. Since the City of Montebello owns and operates parks along the Los Angeles River and its tributaries, the City must establish and implement a Minimum Frequency of Assessment and Collection Program to comply with the 2015 revised Los Angeles River Trash TMDL.

Montebello maintains its Grant Rea and Rodriquez Parks located adjacent to the Los Angeles river channel and will be required to develop and implement a TMRP as well as produce MFAC Annual Reports to demonstrate that the program is being successfully executed and that the amount of fugitive trash is steadily decreasing.

Due to the nature of this program requiring staff to visibly conduct inspections of the park and to collect and weigh all trash, the City will need to coordinate trainings and schedules for monitoring. Additional materials will need to be produced such as trash surveys and responsible staff members will need to monitor storm patterns to adjust monitoring schedules and incorporate the City's public events calendar into their schedule as each park will need to be inspected following these events.

The development and implementation of the Trash Monitoring and Reporting Program for the two Parks will help achieve the Safe, Clean Water programs second goal of protecting coastal water bodies from trash and contaminants in stormwater by dramatically reducing the amount of trash that has the potential to make its way into the nearby LA River. Each subsequent year the amount of trash observed at the park will be reduced as part of the program requirements with the end goal of eliminating all trash completely from ever reaching the river. This program will dramatically enhance the efforts of the City to ensure that the health of the coastal waters and beaches is safe and clean for its people and all marine life.

A-3. Operation and Maintenance Activities

The City of Montebello will utilize a portion of the Safe, Clean Water Program funding to carry out operations and maintenance activities related to stormwater mitigation under the city's MS4 Program as listed below.

Localized Enhanced Monitoring and Cleaning for the City's Catch Basins

The City of Montebello recognizes that maintaining the city's catch basins is one of the most important stormwater source control measures they can pursue to do their part in preventing trash and pollutants from entering local waterways. Under the MS4 NPDES permit, the City implements a catch basin inspection and cleaning program to comply with the current trash TMDL. Currently, the program cleans each of the city's catch basins on a quarterly basis and increases the frequency in the wet weather months, as deemed necessary.

With the additional funding opportunity from the Safe, Clean Water Program municipal fund, the City plans to utilize a portion of the funds to carry out enhanced monitoring and cleaning of the catch basins that need it most. Under this program, catch basin cleaning results are monitored to identify hot spots or localized areas that experience a build up of trash and debris. The hot spots will be mapped out and provided to the catch basin cleaning crew. The identified hot spots will be monitored on a more frequent basis to determine if additional cleaning will be required to supplement to the quarterly cleaning schedule. Additionally, this program will implement catch basin cleaning immediately after rain events and any type of social gathering or event to further prevent any trash or debris build up.

Operation and maintenance activities related to enhanced monitoring and cleaning of the city's catch basins will achieve two of the Safe, Clean Water Program's goals. The first goal that will be achieved is that of protecting coastal waters and beaches from trash and contaminants in stormwater that make people sick and threaten marine life. This goal will be achieved by an increased cleaning schedule that targets problem areas to remove trash and other contaminants found in the catch basins to prevent them from entering the storm drain and eventually reaching the ocean. Marine animals too often suffer from harmful, and sometimes deadly consequences from being exposed to human waste. Extra cleaning measures will ensure that the possibility of these sensitive marine species coming into contact with the city's trash and other constituents is greatly reduced. The pumping during flooding will also help to reduce the amount of trash and pollutants that will be mobilized from excess water, further protecting marine life and coastal waters.

The enhanced catch basin monitoring and cleaning will achieve a second goal from the Safe, Clean Water Program in that it will help prepare the region for the effects of climate change, specifically flooding, by ensuring that catch basins are clean and no trash is clogging the pipes and the CPS & ARS devices. By ensuring that the catch basins are clean, it will prevent clogging during wet weather events/flows and will help alleviate flooding and prevent it from happening.

A-4. Stakeholder and Community Outreach

The City of Montebello will not be utilizing any portion of Safe, Clean Water Program funding towards stakeholder and community outreach for the 2021-2022 fiscal year.

A-5. Post-Construction Monitoring for Completed Projects

There are currently no projects for the reporting year 2021-2022 that will require post-construction monitoring since there will not be any projects completed using the Safe, Clean Water Program payment in that time frame.

A-6. Institute for Sustainable Infrastructure (ISI) Verification

The City of Montebello does not have any projects that have been awarded or seeking award of Institute for Sustainable Infrastructure verification for the 2021-2022 fiscal year.

A-7. Budget for Program Activities for FY 2021-22

Project/Program	Percentage of Funding (%)	Dollar Amount ($)
1. East LA Sustainable Median Stormwater Capture Project	84%	$752,655
2.1 Municipal Separate Storm Sewer System (MS4) City Program	4%	$35,000
2.2 CIP Re-Evaluation Stormwater Improvements Program	1%	$5,600
2.3 Minimum Frequency of Assessment and Collection (MFAC)	5.5%	$50,000
3. Localized Enhanced Monitoring and Cleaning of Catch Basins	5.5%	$50,000
4. Stakeholder and Community Outreach	0%	$0
5. Post Construction Monitoring	0%	$0
	Total	$893,255

*Figures are based off the estimates provided by Los Angeles County. Figures are subject to change once parcel taxes are collected and a final dollar amount is assigned to the City of Montebello

ITEM # 27

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: James Enriquez, P.E., Director of Public Works / City Engineer

SUBJECT: **Adopt Resolution No. 21-58 Approving the List of Projects for Fiscal Year 2021-22 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017**

DATE: July 28, 2021

RECOMMENDATION:

It is recommended that the City Council:

1) Adopt Resolution No. 21-58 Approving the List of Projects for Fiscal Year 2021-22 Funded by Senate Bill 1 – The Road Repair and Accountability Act of 2017.

FISCAL IMPACT

For FY 2021-22, the City will receive an estimated $1,220,699 from the Road Maintenance and Repair Accountability Act (RMRA) Funds. The proposed project list will be funded with RMRA Funds. At this time, no budget amendment is required. The proposed CIP projects for this Fiscal Year are carry-over projects and were approved as part of the FY 2021-22 Capital Improvement Program at the June 23, 2021, City Council Meeting. Budget amendments will be recommended, as needed, at the various phases of project development when City Council action is required and the project budget is updated.

BACKGROUND

On April 28, 2017 Governor Jerry Brown signed Senate Bill 1 (SB-1) (Beall, Chapter 5, Statures of 2017) which is known as the Road Maintenance and Repair Accountability Act ("RMRA") of 2017. The purpose of the RMRA is to address road maintenance rehabilitation and critical safety needs for state highway, local streets and road systems using funds from increases in fuel excise taxes, diesel fuel sales taxes, and vehicle registration fee increases.

SB-1 has a Maintenance of Effort (MOE) requirement to ensure that these new roads funds do not supplant existing levels of city general revenue spending on streets and roads. In order for cities to receive RMRA funds, the City must maintain General Fund spending for street, road, and highway purposes at no less than the average expenditures from Fiscal Years 2009–10, 2010–11, and 2011–12. The required MOE for Montebello is $2,438,124, which the City has met.

The use of RMRA local streets and roads funds is similar but, not identical, to Highway Users Tax Account (HUTA/Gas Tax) use rules. Pursuant to Streets and Highways Code Section 2030, RMRA local streets and roads allocations must be used for projects "that include, but are not limited to," the following: road maintenance and rehabilitation, safety projects, railroad grade separations, traffic control devices, complete street components, "including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm-water capture projects in conjunction with any other allowable project."

ANALYSIS

In order for a project to be considered for SB-1 funding, it must be listed and approved through adoption of a Resolution by the City Council. In addition to the adoption of the recommended Resolution, the projects listed must be included in the City's adopted budget and updated every year. As part of the approved Fiscal Year 2021-2022 Capital Improvement Program (CIP) Budget, the following new and carry-over projects are recommended for SB-1 Funds:

1. Beach Street Pavement Rehabilitation, Phase 1 (Carry-Over)
2. Beach Street Pavement and Storm Dain Rehabilitation Project, Phase 2 (New)
3. Concourse Avenue Street Improvements (New)
4. Various Street Improvements (New)
5. Montebello Boulevard Bike and Sidewalk Improvements, ATP Project (Carry-Over)

SUMMARY

Staff is recommending that the City Council adopt a Resolution approving the list of FY 2021-22 CIP Projects for SB-1 funding. Upon adoption of the resolution, staff will submit the project list to the California Transportation Commission.

ATTACHMENT:

A. Attachment A – Resolution No. 21-58

ATTACHMENT A

RESOLUTION NO. 22-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO ADOPTING A LIST OF PROJECTS FOR FY 2021-22 FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RECITALS

WHEREAS, Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB-1 includes accountability and transparency provisions that will ensure the residents of the City of Montebello are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Montebello ("City") must adopt by resolution a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB-1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated one million two hundred twenty thousand six hundred ninety-nine dollars and zero cents ($1,220,699) in RMRA funding in Fiscal Year 2021-22 from SB-1; and

WHEREAS, this is the fifth year in which the City is receiving SB-1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB-1; and

WHEREAS, the City has undergone a robust public process to ensure public input is included in the community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB-1 project list to ensure revenues are being used on the most high-priority and cost effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB-1 will help the City to maintain and rehabilitate many streets and roads, and add active transportation infrastructure throughout the City this year and similar projects into the future: and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that City streets and roads are in poor condition and this revenue will

DRAFT

help us increase the overall quality of the City's road system and over the next decade will bring our streets and roads into a good condition; and

WHEREAS, the City is afforded flexibility within the projects listed in a given year to make any necessary changes as priorities and needs may require, the City will make note of any changes to the proposed project list priorities in the annual Expenditure Report to the California Transportation Commission, and

WHEREAS, the SB-1 project list and overall investment in local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

SECTION 1. The City Council of the City of Montebello finds that:

(a) The foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following list of proposed projects to be funded in part or solely with Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account Revenues:

1. Project Title: Beach Street and Storm Drain Rehabilitation, Phase 2
   Project Description: Storm drain improvements, pavement resurfacing; repairs to sidewalks, drive approaches, curb & gutter; ADA curb ramps, pavement striping; etc.
   Project Location: Beach St. from 5th Street to Bluff Road
   Estimated Project Schedule:
   - Design: Start (08/2021) – Completion (12/2021)
   - Construction: Start (03/2022) – Completion (09/2022)

   Estimated Useful Life: 10 to 20 years.

2. Project Title: Concourse Avenue Street Improvements
   Project Description: Pavement resurfacing; repairs to sidewalks, drive approaches, curb & gutter; ADA curb ramps, pavement striping; etc.
   Project Location: Concourse Av. from Madison St. to Beverly Blvd.
   Estimated Project Schedule:
   - Construction: Start (09/2021) – Completion (02/2022)

   Estimated Useful Life: 10 to 20 years.

3. Project Title: Various Street Improvements Project
   Project Description: Pavement resurfacing; repairs to sidewalks, drive approaches, curb & gutter; ADA curb ramps, pavement striping; etc.
   Project Location:

- Minson Way from Sycamore Street to the Cul-de-Sac
- Allston Street from West City Limit to Olympic Boulevard
- Medford Street from Allston Street to 18th Street
- Millis Street from Kensington Way to Medford Street
- Kensington Way from Olympic Boulevard to Allston Street

Estimated Project Schedule:

- Construction: Start (09/2021) – Completion (02/2022)

Estimated Useful Life: 10 to 20 years.

SECTION 3. The following previously proposed and adopted projects may also utilize Fiscal Year 2021-22 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Montebello is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

1. Project Title: Beach Street Pavement Rehabilitation, Phase 1
   Project Description: Pavement resurfacing; repairs to sidewalks, drive approaches, curb & gutter; ADA curb ramps, pavement striping; etc.
   Project Location: Beach St. from Vail Ave. to 5th Street
   Estimated Project Schedule:
   - Design: Start (09/2020) – Completion (07/2021)
   - Construction: Start (09/2021) – Completion (06/2022)

   Estimated Useful Life: 10 to 20 years.

2. Project Title: Montebello Blvd. Bike and Sidewalk Improvements Project, ATP Project
   Project Description: Pavement resurfacing; new and repairs to sidewalk, curb & gutter; new/upgrades to traffic signals and street lights; new landscaped medians and irrigation; tree planting; storm drain improvements; new dedicated bike lanes; pavement striping; etc.
   Project Location: Montebello Blvd. from Lincoln Av.to Paramount Blvd.
   Estimated Project Schedule: Start (10/2017) – Completion (08/2021)
   Estimated Useful Life: 10 to 20 years.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution by the City Council, and shall thereupon be in full force and effect upon it execution.

APPROVED AND ADOPTED this 28th day of July 2021.

_____
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. 21-58 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 28th day of July 2021 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 # 28

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Second Reading of Ordinance No. 2439 for the Amended and Restated Statutory Development Agreement with M&M at Montebello, LLC, a California limited liability company for the Property Located at 1345 N. Montebello Boulevard to Allow the Existing Warehouse Structure (Former Costco Building) to be Used as a "Last-Mile Delivery Facility" (such as Amazon) and Reserving the Remainder of the Property (Comprised of Approximately 3.63 Acres) for a Future Mixed-Use Retail and/or Residential Development with Parking Facilities that will be Subject to and Conditioned Upon Future Environmental Analyses and Discretionary Land Use Approvals by the City**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council conduct a public hearing and consider the following:

1) Hold the second reading of Ordinance No. 2439 approving an Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City; and

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

FISCAL IMPACT

Pursuant to the Amended Development Agreement (please see Attachment B), M&M at Montebello, LLC, a California limited liability company (the "Developer") will pay the City the following public benefit and developer fees:

a) Annual in-lieu sales tax revenue to the City in the amount of $150,000 upon commencing operations, and continuing so long as the warehouse is utilized for the Last-Mile Delivery Station or as a substantially similar last mile shipping facility. The in-lieu sales tax revenue will be collected by the City in annual payments that are due on or before July 1st. This revenue would be suspended upon completion of Phase II, or alternatively reduced by 50% after year seven (7) if Developer has applied for but not received approval from the City for development of Phase II. It is anticipated that the first payment will be received in Fiscal Year 2021-22, and projected revenue has been included in the proposed budget.

b) The Developer has expressed interest in a mixed-use project that would include between 250-350 luxury apartments. Phase II will be subject to future discretionary approvals and environmental review by the City and City Council. In the event the Phase II project is approved by the City Council and includes market rate residential units (e.g. non-affordable), this Agreement would memorialize the in-lieu affordable housing fees to be paid by developer as equal to $2,500 (two thousand five hundred dollars and 0/100 cents) per unit.

BACKGROUND

The former Costco site located at 1345 N. Montebello Blvd. within the City of Montebello is comprised of two adjacent parcels (Los Angeles County Assessor Parcel Numbers: 5293-001-022 and 5293-001-023) totaling approximately 18.4 acres (801,730 square feet) of combined lot area (the "Property"). The Property is currently unutilized with a vacant building that was previously used as a warehouse facility for Costco. The Developer seeks to transform the existing vacant warehouse building (totaling approximately 137,688 square feet) into a last mile shipping facility for commercial retailers.

In 1989, the Property was purchased by the former Community Redevelopment Agency of the City of Montebello ("RDA") and in 1993, was leased to Costco Wholesale Corporation (then known as "Price Club") for development and operation of their well-known retail warehouse ("Costco"). The lease provided for an initial term of 10-years, with four (4) optional 5-year extensions. It also provided Costco the right to purchase the

Project Site at any time during the term of the lease.

Concurrent with the lease, the City Council for the City of Montebello ("City Council") amended the zoning designation of the Property from "General Commercial" (C-2) to "General Commercial – Planned Development District" (C-2-PD), and approved an accompanying "Precise Plan of Development," which authorized the construction and operation of the improvements on the Property.
In April 2017, Costco provided notice to exercise its option to purchase a site located in the City of Monterey Park. Costco and the City worked cooperatively to identify beneficial alternative uses for the Property that reflect the commercial-tenant market's current demands, preserve the City's sales tax base, and provide residents with close and convenient access to desirable businesses and amenities. At the time the City explored the prospect of gaining site control and installing a range of land uses at the site, ranging between auto sales, replacement big box tenants, and similar retail and commercial uses. However, the financial risk to the City would have been significant, and the layout and location of the Property made identifying a desirable and financially viable long-term use difficult.

Following Costco's purchase of the Property, on February 27, 2019, the City Council approved a statutory Development Agreement and an Amendment to the Precise Plan of Development for the Property. The proposed DA and Amendment consisted of repurposing the improvements, including the 138,000 square-foot box structure and constructing up to four (4) new outlying building pads. The pads would total a maximum of 31,000 square feet, for a total project gross leasable area not to exceed 155,000 square feet to be occupied by retail and commercial land uses consistent with General Plan and zoning regulations for the Property.

Costco subsequently sold the Property and assigned the Development Agreement and Amended Precise Plan to M&M Reality Partners (DBA M&M at Montebello, LLC, a California limited liability company); a transaction that was considered and approved by the City. Since that time, Developer and the City have cooperatively explored options for long-term development and use of the Property that further their mutual goals and objectives for the Property.

On March 8, 2021, the Developer submitted an application to modify DA No. 3567 and replace the Amended Precise Plan of Development with a two (2) phased project (Phase I and Phase II). The first phase would allow the entire existing warehouse structure (former Costco building) and portions of the immediately surrounding parking areas to be used as a "last-mile delivery facility." The second phase of the proposed project would reserve the remainder of the Property (comprised of approximately 3.63 acres) for a future

mixed-use retail or residential development with parking facilities, with the second phase to be specifically defined and approved in future discretionary land use approvals from by City and subject to environmental studies and analyses (cumulatively the "Project").

It should be noted that the original Development Agreement permits Developer to utilize a portion of the existing warehouse structure for a "last mile shipping facility" as an incidental or accessory use to an overall retail / commercial mixed use project, with the mixed-use project anticipated to further various plans and objectives of the Land Use Element of the General Plan, including that: Commercial development in the City should be sited in appropriate locations according to need; the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City; frontage areas along the Pomona Freeway (State Route 60) with good accessibility should be preserved for further commercial and industrial development. The proposed Amended Development Agreement would permit the Developer to utilize the entire Warehouse Structure for the last mile delivery station project, subject to Developer's subsequent obligations thereafter to: make the developer payments to the City pursuant to the Amended Development Agreement; and proceed with development of the Phase II project on the Phase II property subject to separate discretionary actions and environmental analysis.

On April 6, 2021, the Planning Commission conducted a duly noticed public hearing and unanimously approved Resolution No. 08-21 recommending the City Council adopt an ordinance approving an Amended and Restated Development Agreement with the Developer to allow the existing warehouse structure (at the former Costco site) and portion of the immediate surrounding parking area s to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the property (comprised of approximately 3.63 acres) for a future mixed-use retail and/or residential development with parking facilities that would be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

On June 10, 2021, the Public Hearing Notice for the City Council meeting was delivered to owners/occupants within the required radius via U.S. Mail.

In addition, the Notice of Public Hearing for the City Council meeting was published in the Whittier Daily News on June 10, 2021.

On June 23, 2021, the City Council conducted a duly noticed public hearing and approved the Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-

Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

ANALYSIS

The General Plan Land Use Designation for the Property is Commercial, and the underlying zone is C-2-PD (General Commercial – Planned Development District). Pursuant to Government Code Section 65867.5, the provisions of the Amended Development Agreement (please see Attachment B) are consistent with the City's General Plan and any applicable zoning regulations established for the Property, the findings of which are incorporated in this report.

The proposed amendment to the Development Agreement conforms with the Montebello General Plan (including the Land Use Element) as well as the Montebello Zoning Code. The proposed project will transform an underutilized vacant property with improvements that include, among other things, a cohesive development that will increase the revenue from these properties to the City in the form of increased property tax and sales tax revenue (or sales tax in lieu payments approved by the City Council). Though the proposed project is not a "traditional" commercial land use, it will generate significant local job opportunities in response to the retail and commercial needs of local residents and businesses in the "post" COVID-19 economy. In context of the irregular shape and configuration of the Property, together with the changed retail economic markets, the project is a productive land use that is materially consistent with applicable land use regulations. The proposed Project also incentivizes the Developer to expeditiously proceed with planning and development of Phase II, and conditions that phase upon future discretionary actions, thereby both protecting against long term underutilization of the subject site and ensuring the future development is consistent with land uses in the vicinity and applicable regulations.

The goals and objectives of the City's General Plan most applicable to the project include (as discussed further in the attached proposed Ordinance):

- Goal #1: 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.
- Goal 3 is to provide for the development and location of commercial shopping areas within the community in a manner compatible with other land uses.

- Objective 3 notes that "'cluster' type commercial development is preferential to the proliferation of strip commercial.
- Policy Commercial 2 states that the "City should contain a variety of types of commercial development, including regional and community shopping facilities, local neighborhood convenience centers, highway-oriented development and professional office-type areas."

A proposed Ordinance is attached for City Council consideration, finding that the proposed Project is consistent with land use goals and regulations, recommending the City Council find the proposal is exempt from the California Environmental Quality Act ("CEQA"), and approving the Amended Development Agreement consistent with the recommendation from the Planning Commission.

ENVIRONMENTAL

The proposed Amended Development Agreement is a discretionary action of the City and is considered a "project", per the California Environmental Quality Act (CEQA). The project is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 (Existing Facilities). Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;

2. Existing facilities of both investor and publicly-owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and

3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed amendment would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the Property given the conditions of approval.

SUMMARY

Staff is requesting this City Council conduct a public hearing to consider the following:

(1) The introduction and the waiving of first reading of Ordinance No. 2439 approving an Amended Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

ATTACHMENT (S):

A. Attachment A – Ordinance No. 2439
B. Attachment B – Amended Development Agreement
C. Attachment C – Notice of Exemption

ATTACHMENT A

ORDINANCE NO. 2439

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF MONTEBELLO, CALIFORNIA APPROVING AN AMENDED DEVELOPMENT AGREEMENT (DA ___) FOR THE PROPERTY LOCATED AT 1345 NORTH MONTEBELLO BOULEVARD

WHEREAS, in 1989, the property located at 1345 N. Montebello Boulevard ("Property") was purchased by the former Community Redevelopment Agency ("RDA") of the City of Montebello ("City") for an unknown sum, and in 1993 was leased to Costco Wholesale Corporation (then known as "Price Club") for development and operation of their well-known retail warehouse ("Costco")

WHEREAS, the lease provided for an initial term of 10-years with four (4) optional extensions of five (5) years each, and provided Costco the right to purchase the Project Site at any time during the term of the lease;

WHEREAS, concurrently with the lease, the City Council of the City of Montebello ("City Council") amended the zoning designation of the property from "General Commercial" (C-2) to "General Commercial – Planned Development District" (C-2-PD), and approved an accompanying "Precise Plan of Development" which authorized the construction and operation of a retail warehouse structure and associated parking on the Property;

WHEREAS, in April 2017 Costco provided notice that it was exercising its option to purchase the Property in connection with vacating its Montebello location and relocating to the City of Monterey Park, and Costco and the City subsequently worked cooperatively to identify beneficial alternative uses for the Property to advance their mutual goals and objectives, reflect market demands of the retail / commercial relator industry, preserve or increase the City's tax revenue base, and provide residents with close and convenient access to desirable businesses and amenities;

WHEREAS, on February 27, 2019, the City Council approved a statutory Development Agreement with Costco and an Amendment to the Precise Plan of Development for the Property (hereinafter "DA No. 3567" and the "Amended PPD" respectively) permitting and authorizing the repurposing of the existing improvements, including the 138,000 square-foot warehouse structure, and constructing up to four (4) new outlying pads totaling a maximum of 31,000 square feet, for a mixed use retail / commercial project with a gross leasable area not to exceed 155,000 square feet ("Original Project");

WHEREAS, with the City's acknowledgement and consent, DA No. 3567 and Amended PPD were subsequently transferred or assigned to M&M Realty Partners (the "Developer") in connection with its purchase of the Property from Costco, and since that time Developer and the City have worked together cooperatively and in good faith towards identifying potential tenants and occupants for the Original Project and

exploring alternative design and use concepts for the Property that reflect changing market demands and community needs;

WHEREAS, on March 8, 2021, Developer submitted an application to modify DA No. 3567 and replace the Amended PPD (Case No. DA01-21) with an Amended Development Agreement to allow the Property to be used and developed with a two (2) phase project, with the first phase consisting of the reuse and redevelopment of the existing warehouse structure (former Costco building) and portions of the immediately surrounding parking areas with a "last-mile delivery facility," and reserve the remainder of the Property (comprised of approximately 3.63 acres) for a future second phase project to be comprised of mixed-use retail and/or residential uses with parking facilities, with the second phase of the project subject to and conditioned upon any necessary environmental review under the California Environmental Quality Act ("CEQA") and future discretionary land use approvals by the City (cumulatively the "Project");

WHEREAS, the City, as lead agency for the Project under the California Environmental Quality Act ("CEQA"), has evaluated potential environmental effects of the Project and has concluded that the Project is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 of CEQA's Guidelines (Existing Facilities);

WHEREAS, on April 6, 2021, the Planning Commission held a duly noticed public hearing, and after consideration of the materials presented at the same, adopted a Resolution recommending that the City Council adopt an ordinance approving Amended Development Agreement No. ____;

WHEREAS, the City Council has held a duly notice public hearing to consideration the Project, and has heard and considered staff presentations and reports, and all public comments submitted on the Project;

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

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

SECTION 1. RECITALS. Based on the staff reports, presentations, public testimony, comments, and other evidence presented at the duly noticed public hearing in this matter, the City Council finds and declares that the Recitals set forth above are true and correct, and therefore adopts and incorporates such as a material part hereof, and further, and based upon such evidence, makes the additional findings set forth below in this Ordinance.

SECTION 2. CEQA FINDINGS. The City Council, in light of the whole record before it, finds and declares that adoption of this Ordinance and approval of the Amended Development Agreement is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 (Existing Facilities). The Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of

existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The proposed Project would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the property given the conditions of approval.

SECTION 3. DEVELOPMENT AGREEMENT. This Ordinance incorporates, and by this reference makes a part hereof, the Amended Development Agreement attached hereto as Exhibit A, which will supersede and replace the DA 3567 and the Amended PPD subject to and conditioned on the terms and conditions set forth in the Amended Development Agreement, and the City Council hereby approves and adopts the Development Agreement based upon the following findings:

A. General Plan Consistency.

The City Council hereby finds that Amended Development Agreement, substantially in the form submitted herewith, is consistent with the goals, policies and implementation measures set forth in the General Plan, in that it advances:

1) Goal 1: "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." The proposed Project is a productive land use for the Property given the unique layout and topographical features of the site, which make visibility and access to the Property difficult from the perspective of traditional commercial / retail land uses, and given the changing landscape of the retail / commercial industry; particularly following the COVID-19 pandemic. The proposed Project has convenient access to area freeway corridors and will generate local jobs, increase property tax base, and generate sales tax in lieu revenues to the City's general fund.

2) Goal 3 is to provide for the development and location of commercial shopping areas within the community in a manner compatible with other land uses. The proposed Project is a productive land use for the Property given the unique layout and topographical features of the site, and given the changing landscape of the retail / commercial industry following the COVID-19 pandemic. The proposed use of the Property as a distribution facility is consistent with convenient access to main freeway corridors in the region and local trucking routes.

3) Objective 3 notes that "'cluster' type commercial development is preferential to the proliferation of strip commercial. The proposed Project contemplates the repurposing of existing structures on the site, which are "box" or "clustered" in design as opposed to a strip mall configuration.

4) Policy Commercial 2 states that the "City should contain a variety of types of commercial development, including regional and community shopping facilities, local neighborhood convenience centers, highway-oriented development and professional office-type areas." The proposed Project is a productive land use for the Property and

addresses the changing landscape of the retail / commercial industry following the COVID-19 pandemic. The proposed use of the Property will provide local jobs for residents and provide fast and convenient access to goods procured from online retailers; a practice which has become increasing popular among residents following the COVID-19 pandemic. The proposed use of the Property as a distribution facility is consistent with convenient access to main freeway corridors in the region and local trucking routes

B. Zoning Code Consistency.

The City Council hereby finds that the Amended Development Agreement is consistent with the Montebello Zoning Code, in that it authorizes and restricts use of the Property to land uses of a commercial or retail nature that are either permitted-by-right, or conditionally-permitted through issuance of a conditional use permit, in the General-Commercial zoning district.

SECTION 4. Subject to the conditions of approval in Section 5 below, the City Council for the City of Montebello adopts and approves the Amended Development Agreement to permit the Property to be utilized and developed consistent with the proposed Project.

SECTION 5. The City Council finds and determines that the following "conditions of approval" are necessary and appropriate for the Project, and the City Council adopts an the same as conditions of approval for this Ordinance and the Amended Development Agreement:

General

1. Developer and the City shall respectively defend, indemnify, and hold harmless the other party from and against any claim, litigation, action, or proceeding arising from or relating to the negligent or unlawful act or omission of their respective officials, agents, officers, or employees arising out of, or which are related to the Developer's Project or application. Should any claim, litigation, action, or proceeding be brought by a third-party challenging Developer's Project, application, or implementation of the same, the Developer shall defend (with counsel of the City's choice), hold harmless, and indemnity the City and its officials, agents, officers, or employees from and against claim, litigation, action, or proceeding at the sole and exclusive expense of Developer; provided that the parties shall work together cooperatively and in good faith in defense of any such action through the provision of documents, information, and related support reasonably requested or required by a party defending such action.

2. The development and utilization of the Property shall substantially conform to the Amended Development Agreement, except as provided for herein and by

subsequent “minor changes” found by the Director of Planning and Community Development (“Director”) to be in substantial compliance with the provisions hereof and the Amended Development Agreement (as “minor changes” are defined therein). Major changes to the Amended Development Agreement may be approved by the approved by the Planning Commission and City Council pursuant to procedures for amended statutory development agreements.

3. The effectiveness of the Amended Development Agreement and Developer’s use of the Property for the proposed Project shall be conditioned upon and subject to Developer’s provision of documentary and verifiable evidence that Developer has secured a tenant for the phase one portion of the Project (last mile delivery), and that the tenant is either Amazon or an similar tenant as may be approved in the exercise of reasonable discretion by the Director of Community Development.

4. All parking areas shall be sufficiently lit and managed to discourage loitering and/or late-night activity.

5. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be appropriately screened or camouflaged when viewed from the public right-of-way, in a manner that is compatible with the structure, the Amended Development Agreement and any minor changes approved by the Director.

6. The Developer’s exercise of rights under this approval shall be subject to compliance with all applicable federal, state and local laws, including but not limited to applicable building, plumbing, mechanical, fire, and electrical codes.

7. Subject to the terms and conditions of the Amended Development Agreement, including but not limited to the construction schedule or phased construction provisions thereof, this approval shall expire if the rights granted are not exercised within two (2) years from the effective date of City Council approval. The Developer’s “exercise of rights” for purposes of this condition shall mean and refer to the issuance of building permits for the proposed Project.

8. This approval may be extended on the same terms and conditions as those applicable to and set forth specifically in the Amended Development Agreement.

9. In the event of a violation of the Amended Development Agreement or these conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

10. Design, Development, and Maintenance.

a. The property owner shall expeditiously initiate and complete the removal of all graffiti on-site promptly following its appearance or notice of its appearance from the City.

b. No pay telephone(s) on the exterior of the premises.

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

d. All improvements shall substantially conform to the Amended Development Agreement.

e. Construction may occur in phases, provided that each phase includes a description of location, structures, infrastructure and the timing for completion of all phases does not exceed the time limits established herein.

f. Any trash, debris, or overgrown vegetation shall be expeditiously removed from the property, and the project site shall be kept clean to prevent any trash, debris, or overgrown vegetation onto neighboring properties or onto the public right-of-way.

g. If, at any time, a trash, debris, or overgrown vegetation problem arises, the Director may require a clean-up plan to be submitted and reviewed. The clean-up plan shall include a schedule of time and frequency of clean-up activities. Upon approval of the plan by the Director, the measures of the plan shall be implemented.

h. All signage shall comply with Chapter 17.62 of the Montebello Municipal Code, except as otherwise may be approved the Amended Development Agreement No. 3567 or by the Director as a “minor change” to the Amended Precise Plan of Development.

Public Works

11. Any damaged curb and gutter resulting from construction activities and located in any public street fronting the Project shall be replaced.

12. Grading plans for onsite improvements and street improvement plans for all offsite improvements shall be prepared by a California Registered Civil Engineer and submitted to the Engineering Division for reviewed with no further comment prior to issuance of any Building permits.

13. A permit from the Public Works/Engineering Department is required for all onsite grading and offsite improvements.

14. Prior to issuance of a building permit, the following additional requirements shall be satisfied:

    a. Submittal of a Soils/Geology Report prepared by a registered Geotechnical Engineer/Geologist. The report shall provide soil permeability indexes for all soil types found within the project limits.

    b. Submittal of a Hydraulic/Hydrology Report prepared by a Registered Civil Engineer for review and approval by the City Engineer, which includes calculations for any drainage device and which confirms the capacity and condition of the existing drainage system to accept flow from proposed development.

    c. Submittal of a NPDES Project Evaluation Form and a Storm Water Pollution Prevention Plan (SWPPP). A sample SWPPP for all projects greater than one acre can be obtained from the following internet site: www.cabmphandbooks.com/Documents/Construction/Appendix_B.pdf)

    d. Submittal of an Urban Storm Water Mitigation Plan (USWMP) per City Ordinance No. 732.

    e. Submittal of a Utility Plan for review and approval by the City Engineer and Building & Safety Department for the construction of any proposed offsite or private onsite sanitary sewer and water systems. Show all proposed underground utilities that would service the proposed development.

    f. A Sewer Study is required. The limits of the study will be provided under separate cover after the City has seen Preliminary Plumbing Plans. The Developer will provide a video record of all sewers within the study area to determine their existing condition. Sewers will be monitored for a 14-day period to determine existing flow rates. The study will provide calculations for pre-project and post-project flows. Sewer improvements will be

determined after the sewer study is reviewed. The study will be signed and stamped by a registered California Civil Engineer.

g. Submittal and approval by the Director of Community Development, City Engineer, and Director of Public Works of a vehicle and traffic circulation plan for the proposed Property and traffic / truck circulation patterns both on the Property and proximately located public right of ways.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 7. EFFECTIVE DATE. The City Clerk shall certify to the adoption of this Ordinance, and publish as required by law. This Ordinance shall become effective 30 days after its adoption.

APPROVED AND ADOPTED 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of the City of Montebello at its meeting held on the 28th day of July, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher Jimenez, City Clerk

ATTACHMENT B

RECORDING REQUESTED BY
AND AFTER RECORDING RETURN TO:
M&M at Montebello, LLC
1260 Stelton Road
Piscataway, NJ 08854
Attention: Jack Morris

SPACE ABOVE FOR RECORDER'S USE

AMENDED DEVELOPMENT AGREEMENT

by and between

THE CITY OF MONTEBELLO, a

California municipal corporation and

M&M at Montebello, LLC , a California limited liability company

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE 565868.5

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO DEVELOPMENT AGREEMENT NO. 3567
WITH M&M AT MONTEBELLO, LLC

This Amended Development Agreement (the "Amendment") is entered into this ___ day of 2021, by and between the CITY OF MONTEBELLO, a California municipal corporation, organized and existing under the general laws of the State of California (the "City"), and M&M at Montebello, LLC, a California limited liability company ("Developer"). City and Developer are hereinafter sometimes jointly referred to as the "Parties" and individually as a "Party."

RECITALS

A. Pursuant to Section 65864 et seq. of the California Government Code (the "Government Code"), the City is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such real property.

B. The City previously entered into Development Agreement No. 3567 with Costco Wholesale Corporation ("Costco") dated as of February 27, 2018 (the "Original Agreement") concerning the property located at 1345 N. Montebello Blvd., in the City of Montebello, County of Los Angeles, State of California, as such parcels are legally described in Exhibit "A" (Legal Description) and further depicted in Exhibit "B" ("Site Plan") to this Agreement; together with the rights under that certain Joint Driveway Agreement specifically described in Exhibit "C" (the "Property"). The Original Agreement was recorded on the Property as of June 4, 2019 as Instrument No. 20190516606 in the Official Records of the County of Los Angeles.

C. The Property is a former Costco location that become vacant in or about July 2017 but remains improved with a warehouse building of approximately 137,000 square feet ("Warehouse Structure") and associated ground-level parking. The Original Agreement (together with the amended precise plan of development contemporaneously approved therewith by City Council Resolution No. 19-13, hereinafter the "Precise Plan") authorized the redevelopment of the Property and Warehouse Structure with a commercial mixed-use project that was intended to, among other things: be economically viable and profitable for Developer (and Developer's successors-in-interest); generate sales tax and other revenues benefiting the City's General Fund; create well-paying jobs for the local population; and be compatible with the "General Commercial" zoning designation for the Property and land uses planned for the vicinity of the Property in the future ("Mixed-Use Project").

D. On or about October 27, 2020, Developer acquired the Property from Costco and the Development Agreement was assigned to Developer, such that as of the date hereof Developer is the owner of the Property and the Developer under the Original Agreement. Developer and City

have a mutual desire to facilitate the development and/or redevelopment of the Property with a project and attendant land uses that satisfy their respective goals and objectives.

E. Developer has submitted and the City has accepted an application to modify the Mixed-Use Project authorized by the Original Agreement in light of existing trends in the commercial retail industry, with Developer proposing an alternative mixed use project to consist of two (2) phases: (1) the first being the improvement and reuse of the Warehouse Structure and immediately adjacent areas as a last mile shipping facility for commercial retailers ("Delivery Station" or "Delivery Station Project"); and (2) the second consisting of the development of the remainder of the Property with a yet-undefined project that: is consistent with applicable land use regulations, policies, and objectives of the City; and (b) will be subject to and is conditioned upon future discretionary approvals by the City and compliance with applicable requirements of the California Environmental Quality Act ("CEQA") ("Phase II" or "Phase II Project"), as the cumulative "Project" is further defined in this Agreement.

F. In furtherance of their mutual interests and to avoid future uncertainties as to the nature and scope of projects, improvements, and/or land uses to be constructed and operated on the Property, the Developer and City desire to enter into this Agreement pursuant to Government Code Section 65864 et seq. granting Developer certain vested rights to develop or use the Property as set forth herein.

G. Developer will bear all applications and fees associated with this Agreement.

H. The environmental impact of this Amendment and the development rights granted Developer hereunder were previously analyzed pursuant to CEQA. An Initial Study and Negative Declaration analyzing the reasonably foreseeable environmental impact(s) of the Mixed-Use Project was prepared and circulated for public review and comment as required by law, and concluded that the Mixed-Use Project would not result in any significant negative impacts on the environment (the "ND"). Moreover, it can be seen with certainty that the Project permitted by this Amendment, which as of the date of this Amendment is limited to the improvement and redevelopment and reuse of the Warehouse Structure , is less likely to result in negative impacts on the environment when compared to the Mixed-Use Project and the ND; and accordingly, this Amendment is exempt by CEQA's "common sense" exemption in Section 15061(b)(3) of CEQA's Guidelines. Additionally, the Delivery Station Project contemplates only minor modifications to the existing improvements on the Property, and the Delivery Station Project represents a minor or negligible expansion or modification to land uses now permitted on the Property, and is therefore categorically exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines.

I. The Planning Commission and the City Council of the City have heretofore expressed their intention to consider this Amendment and the Project by publishing public hearing notices, and each have conducted such public hearing, and based on the evidence before them, the Planning Commission and the City Council have found that this Amendment and the developer rights granted hereunder are: (i) consistent with the General Plan, adopted plans, codes, ordinances and policies of the City; (ii) consistent with all other ordinances, resolutions, rules, regulations, laws, plans and policies applicable to the Project; (iii) in the best interest of the health, safety and general welfare of the City, its residents, and the general public; and (iv) in compliance with the conditions, requirements, restrictions, and terms of Government Code Section 65865.2.

J. On December 27, 2018, pursuant to the requirements of the Development Agreement Act and the Montebello Municipal Code, the Planning Commission of the City conducted a public meeting and adopted resolutions recommending that the City Council adopt an ordinance approving this Amendment and contemporaneously rescinding and superseding the Original Agreement and Precise Plan.

K. On January 27 2019, the City Council held a public hearing and after making appropriate findings adopted and approved the first reading of Ordinance No. ___ approving this Amendment, and on February 27, 2019, the City Council approved second reading and enacted Ordinance No. ___ at a duly noticed regular meeting.

NOW, THEREFORE, with reference to the above Recitals, and in consideration of the mutual covenants and agreements contained in this Amendment and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer agree to amend the Original Agreement as set forth herein:

Agreement

l. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Words and phrases not defined by this Agreement shall have the meanings stated in the Montebello Municipal Code and any successor statutes or regulations.

(a) "Applicable Rules" means the City's rules, regulations, ordinances, resolutions, codes, guidelines, and officially adopted procedures and official policies governing the use and development of real property, including, but not limited to, the City's Zoning Code and building regulations, adopted and in effect as of the Effective Date. Among other matters, and except as specified in this Agreement, the Applicable Rules set forth and govern the permitted uses of land, the density or intensity of use, subdivision requirements, the maximum height and size of the proposed buildings, parking requirements, setbacks, and development standards, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction guidelines, standards and specifications applicable to the development of the Property.

(b) "CEQA" means the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.), and the CEQA Guidelines (14 California Code of Regulations Section 15000 et seq.), as they now exist or as may be subsequently amended.

(c) "Developer Fees" means fees established and adopted by City pursuant to Section 66000 et seq. of the Government Code (the Mitigation Fee Act) to offset the impact of development on the City's capital facilities, including, without limitation, parking impact fees, affordable housing fees, traffic fees, infrastructure fees, exactions, assessments or fair share charges or other similar impact fees imposed on or in connection with new development by the City. Developer Fees do not mean or include Processing Fees. The Developer Fees to be paid for the Project shall be as set forth in the City's Comprehensive Schedule of Fees and Charges as of the Effective Date; provided that Developer Fees shall apply only to the extent of any net increase in the building footprint area existing on the date hereof.

(d) "Delivery Station" or "Delivery Station Project" refers to Developer's development and operation of the last mile shipping facility for commercial retailers in the Warehouse Structure on the Warehouse Parcel, together with any Minor Changes.

(e) "Developer Payment" is defined in Section 3.5.2.

(f) "Development Agreement Act" means Article 2.5 of Chapter 4 of Division I of Title 7 (Sections 65864 through 65869.5) of the Government Code, as amended.

(g) "Development Rights" are defined in Section 2.2.6

(h) "Discretionary Action(s)" or "Discretionary Approval(s)" means a City action requiring the exercise of judgment, deliberation or discretion on the part of the City, including any board, agency, commission or department and any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

(i) "Effective Date" means thirty (30) days after the ordinance authorizing this Amendment is adopted by the City Council.

(j) "Excusable Delay" is defined in Section 26.

(k) "Future Warehouse Use" is defined in Section 3.5.4, and refers cumulatively to the Permitted Retail Uses, Permitted Restaurant Uses, Permitted Office Uses, and Permitted Alternative Uses that may be operated in the Warehouse Structure after the Triggering Date and following termination or abandonment of the Delivery Station Project, but subject to Developer first completing the Phase II Project.

(l) "General Plan" means the General Plan of the City, as it exists as of the Effective Date.

(m) "Government Requirements" mean and refer to the City's General Plan, Zoning Regulations, building and land use regulations (whether contained in ordinances, the City's municipal code, conditions of approval, policies, practice or elsewhere), together with county, state, or federal laws or regulations applicable to the use and development of the Property for the Project.

(n) "Minor Change" means changes, modifications or adjustments to the Site Plan which are consistent with the overall intent of this Amendment, provided that any changes, modifications, or adjustments do not: (a) materially alter the overall nature, scope, or design of the Site Plan individually, including, without limitation, minor changes in locations of infrastructure, the construction or provision of additional parking spaces within the envelope of any Parking Areas, and/or the configuration of internal circulation elements; or (b) result in any new or increases to existing significant environmental impacts not considered in the ND; or (c) changes, modifications or adjustments to the specific nature or intensity of the Delivery Station which are consistent with the general nature, intensity, and scope of that approved in this Amendment, provided that any such

changes, modifications, or adjustments do not increase the square footage of the Warehouse Structure existing as of the date of the Effective Date.

(o) "Mixed Use Project" means and refers to the development and use of the Property as permitted in the Original Agreement and described in the above recitals.

(p) "Mortgage" means any mortgage, deed of trust, encumbrance, sale leaseback or other security interest encumbering all or any portion of the Property, given by Developer for the purpose of securing funds to be used for financing the Project or any portion thereof, the construction of improvements thereon and/or any other expenditures reasonably necessary and appropriate to develop and/or operate the Property.

(q) "Mortgagee" means the holder of the beneficial interest under any Mortgage.

(r) "Parking Areas" are the areas designated for parking on the Site Plan.

(s) "Permitted Use" is defined in Section 3.5.

(t) "Phase II Project" means Developer's development and use of the Phase II Parcel consistent with the Government Requirements, subject to further Discretionary Action by the City and compliance with CEQA.

(u) "Phase II Parcel" is identified on the Site Plan, is comprised of approximately 3.63 acres and represents that portion of the Property that is contemplated for the Phase II Project and, until the issuance of building permits for the Phase II Project may be used to for staging and support (but not to expand) operation of the Delivery Station Project on the Warehouse Parcel.

(v) "Processing Fees" means all processing fees and charges required by the City that are applied uniformly to all construction or development related activity, including, but not limited to, fees for land use applications, building permit applications, building permits, grading permits, shoring and excavation permits, hauling permits, encroachment permits, demolition permits, subdivision or parcel maps, lot line adjustments, street vacations, inspections, certificates of occupancy and plan check. Processing Fees shall not mean or include Developer Fees.

(w) "Project" means and refers to Developer's development and use of the Property for the Delivery Station and Phase II Project as contemplated in this Agreement.

(x) "Project Buildings" means all the buildings identified on the Site Plan.

(y) "Project Facilities and Infrastructure" means the existing public and semi-public facilities and infrastructure (including associated grading, engineering, design, construction and supervision) and such additional on-site facilities and infrastructure needed to serve the Property and Project.

(z) "Property" means that real property legal described in Exhibit "A" to this Agreement and any appurtenant easement rights, and includes both the Warehouse Parcel and the Phase II Parcel.

(aa) "Reserved Powers" means the specific City police powers excepted from this Agreement and which are instead reserved to the City. Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date that may be in conflict with the Applicable Rules, but either pertain to the Phase II Parcel / Phase II Project or: (1) are necessary to protect the public health and safety, and are generally applicable on a Citywide basis; (2) are regulations solely applicable to the Development Rights, and Developer's development and use of the Property consistent therewith, and are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no commercially or economically reasonable alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition; (3) are amendments to Title 15 of the Montebello Municipal Code (Building and Construction) regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; (4) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date); or (5) constitute generally applicable Processing Fees and changes imposed on Developer's development and use of the Property unless otherwise waived by the City.

(bb) "Site Plan" refers to the development plan for the Delivery Station Project, and indicating the portion of the Property contemplated for the Phase II Project, attached to this Agreement as Exhibit "B."

(cc) "Term" refers to the duration of this Amendment, and is defined in Section 4.3.

(dd) "Triggering Date" shall mean the date upon which, at any point during the term of this Amendment, Developer is issued a building permit for development or construction of the Delivery Station, after which Developer's rights and obligations relative to the Project as set forth in this Amendment shall prevail and supersede and replace those in the Agreement.

(ee) "Warehouse Parcel" is identified on the Site Plan and is comprised of approximately acres and represents that portion of the Property that is permitted to be developed and utilized for the Delivery Station Project.

(ff) "Warehouse Structure" shall mean and refer to the former Costco warehouse building existing on the Warehouse Parcel as of the Effective Date.

(gg) "Zoning Regulations" means the zoning regulations of the City in effect as of the Effective Date of this Amendment, including but not limited to Title 17 of the Montebello Municipal Code.

2. Purpose and Intent.

2.1 Relationship to Original Agreement. This Amendment shall not replace or supersede the Original Agreement unless and until the Triggering Date occurs during the term hereof. Unless and until the Triggering Date, the Original Agreement shall remain in full force and effect being unchanged and unmodified by this Amendment, and Developer shall have the right to develop and

use the Project with the Mixed Used Project as defined therein. In the event Developer, it its discretion, proceeds with development of the Delivery Station Project as contemplated and permitted by this Amendment, and except as provided in Section 3.5.4 - 5, this Amendment and Developer's rights and obligations hereunder shall replace and supersede the Original Agreement and Mixed Use Project in its entirely as of the Triggering Date.

2.2 Applicability of this Agreement. This Amendment does not: (l) grant density or intensity exceeding that otherwise established in the Zoning Regulations or General Plan; (2) eliminate future Discretionary Actions relating to the Phase II Project if applications requiring Discretionary Action are initiated and submitted by Developer after the Effective Date, although the same shall be limited in discretion as to Minor Changes; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's or Property's participation in any benefit assessment district that is generally applicable to the surrounding properties; or (5) amend the General Plan or Zoning Code. The Amendment has a fixed term. Furthermore, in any subsequent actions applicable to the Property, the City may apply the new rules, regulations and official policies contained in its Reserved Powers. The Amendment places additional limitations on the land uses permitted under the Zoning Regulations or General Plan.

2.3 Interest of Developer. Developer represents to the City that, as of the Effective Date of this Amendment, Developer has a legal interest in the Property, subject only to encumbrances, easements, covenants, conditions, restrictions, and other matters of record.

3. Development of the Project.

3.1 Applicable Rules. Except for such changes as may in the future be mutually agreed upon between the City and Developer or as specified in Section 3.2, Developer shall have a vested right to develop the Project in accordance with this Amendment, the Zoning Regulations, and the Government Requirements. Subject to the City's exercise of its Reserved Powers, for the term of this Amendment the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Development Rights and this Amendment. In the event of any conflict between any of the foregoing the provisions of this Amendment, except for the exercise of the Reserved Powers, shall control.

3.2 Administrative Changes and Amendments. The Parties acknowledge that further planning and development of the Project may demonstrate that refinements and changes are appropriate with respect to the Project. The Parties desire to retain a certain degree of flexibility with respect to the details of the development of the Project and with respect to those items covered in general terms under this Amendment. If and when the Parties find that Minor Changes are necessary or appropriate, they may, unless otherwise required by law, effectuate such changes or adjustments through administrative amendments executed by Developer and the City Manager, or his or her designee, and may be further changed and amended from time to time as necessary, with approval by the City Manager and Developer. Minor Changes shall not be deemed to be an amendment to this Amendment under Government Code Section 65868, and unless otherwise

required by law or as otherwise stated in this Section 3.2, no such administrative amendments shall require prior notice or hearing by the Planning Commission and City Council. Although not an exhaustive list, the following matters shall not be considered Minor Changes, but shall be considered substantive amendments which shall be reviewed by the Planning Commission and approved by the City Council:

3.2.1 Any development or use of the Phase II Parcel for the Phase II Project or otherwise.

3.2.2 Any expansion of the Permitted Use from the square footage approved in the Site Plan.

3.2.3 Any increase in the maximum height of any permitted Project Buildings from that approved by this Agreement.

3.2.4 Any amendment or change requiring additional environmental review pursuant to CEQA.

3.2.5 Approving Non-Minor Changes. Any amendments to this Amendment or the Site Plan that do not involve Minor Changes to the Project shall be approved by City Council in its sole, absolute and unfettered discretion. Any administrative amendment permitted pursuant to this Section 3.2 shall otherwise comply with the terms of this Amendment.

3.2.6 Development Rights. Developer shall have and is vested with the right, during the term of this Amendment, including any extensions, to develop the Project as set forth in this Amendment (the "Development Rights").

3.2 Material Project Modifications. Developer reserves the right to apply to the City for permits, variances or other approvals to develop portions of the Property in a manner which may be materially inconsistent with this Amendment. In such event, such portions of the Project shall be reviewed and approved pursuant to the rules, regulations, and procedures of the City in effect at the time Developer makes application to the City for such development, and to the extent any such application is inconsistent with this Amendment such application shall include an application to amend this Amendment.

3.3 Changes in Applicable Rules.

3.3.1 Non-Application of Changes in Applicable Rules. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date of this Amendment, or any change in, or addition to, the Applicable Rules (other than changes in Processing Fees as provided in this Amendment), including, without limitation, any changes in the General Plan or Zoning Regulations (including any regulation relating to the timing, sequencing, or phasing of the Project or construction of all or any part of the Project), adopted after the Effective Date of this Amendment, including, without limitation, any such change by means of ordinance, initiative, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by any board, agency, commission or department of the City, or by

the electorate, as the case may be, which would, absent this Amendment, otherwise be applicable to the Project and which would conflict in any way with or be more restrictive than the Applicable Rules or the Development Rights under this Amendment, shall not be applied to the Project during the term of this Amendment unless such changes represent an exercise of the City's Reserved Powers.

3.3.2 Subsequent "Slow/No Growth" Measures. To the fullest extent legally permissible, any subsequently enacted initiatives, referenda, moratoria or amendments to the General Plan and/or ordinances which contain "slow/no growth" measures, or which by their terms are intended to or by operation have such effect, shall not apply to the Project, unless such changes represent an exercise of the City's Reserved Powers.

3.3.3 Changes in Uniform Codes. Notwithstanding any provision of this Amendment to the contrary, development of the Project shall be subject to changes occurring from time to time in the provisions of the City's building, fire, mechanical, plumbing and electrical regulations which become applicable throughout the City, including, but not limited to, the California Building Code, and other similar or related uniform codes.

3.3.4 Changes Mandated by Federal or California Laws or Regulations. Changes in, or additions to, the Applicable Rules adopted or made operative on or after the Effective Date shall apply to the Project if such changes or additions are specifically mandated to be applied to developments such as the Project by applicable California or federal laws or regulations. If the City or Developer believes that such a change or addition required by California or federal law or regulation exists, then that Party shall provide the other Party hereto with a copy of such California or federal law or regulation and a statement of the nature of its conflict with the provisions of the Applicable Rules and/or of this Amendment.

3.3.5 Changes in Processing Fees Under Applicable Rules. The Project shall be subject to any increase in Processing Fees imposed by the City, provided that such a change is applied on a Citywide basis.

3.3.6 Discretionary Approvals. The City shall not require Developer to obtain any approvals or permits for the development of the Project in accordance with this Amendment other than those permits or approvals that are required by the Applicable Rules or Reserved Powers. However, any subsequent Discretionary Approval initiated by Developer that is not permitted by this Amendment or Applicable Rules, which changes the uses, intensity, density, or building height, or decreases the lot area, setbacks, yards, parking or other entitlements permitted on the Property, or which pertains to the Phase II Project, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect.

3.4 Timing of Development.

3.4.1 Project Timing. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project would be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with this Amendment and Government Requirements. These decisions depend upon numerous factors that are not all within the control of Developer, such as market orientation and demand, availability of financing

and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, Developer and the City acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in this Amendment or any other agreements between the City and Developer. The City acknowledges this right is consistent with the intent, purpose and understanding of the Parties to this Amendment. Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to commence or to continue development, and to develop the Project in accordance with the provisions and conditions of this Amendment and with the Applicable Rules.

3.4.2 Construction of Project Facilities. Developer shall be required to construct or cause to be constructed all required facilities and infrastructure for the Project concurrently with the portions of the Project requiring the same.

3.5 Permitted Use. Permitted use of the Property, the density and intensity of such uses, the maximum heights and sizes of the Project Buildings and improvements to be constructed on the Property in connection with the development of the Property, shall be as set forth in and consistent with this Amendment.

3.5.1 Mixed Use Project. Pending and subject to occurrence of the Triggering Date: Developer may proceed with development and use of the Property for the Mixed Use Project as defined in the Original Agreement; and Developer shall retain all rights, privileges, and obligations as set forth in the Original Agreement. Except as provided in Section 3.5.4 - 5, upon the occurrence of the Triggering Event, the Mixed-Use Project and Original Agreement shall be replaced and superseded by the Project and this Amendment.

3.5.2 Delivery Station. The Parties recognize that the Original Agreement permits Developer to utilize a portion of the Warehouse Structure for a "last mile shipping facility" as an incidental or accessory use to overall retail / commercial Mixed Use Project, with the Mixed-Use Project anticipated to further various plans and objectives of the Land Use Element of the General Plan, including that: Commercial development in the City should be sited in appropriate locations according to need; the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City; frontage areas along the Pomona Freeway with good accessibility should be preserved for further commercial and industrial development. Upon the Triggering Date, this Amendment shall permit Developer to utilize the entire Warehouse Structure for the Delivery Station Project, subject to Developer's subsequent obligations thereafter to: make the Developer Payments to the City as described below; and proceed with development of the Phase II Project on the Phase II Property.

(a) Developer Payments to City. To ensure the Delivery Station Project is consistent with and advances these goals and objectives, the Parties agree that it is necessary and appropriate for Developer to make the Developer Payments to the City required below. Commencing on the date the City issues a Certificate of Occupancy for the Delivery Station

permitting the commencing of operations, and continuing so long as the Warehouse Parcel is utilized for the Delivery Station (or as substantially similar a last mile shipping facility) or the expiration of the Term, whichever first occurs, Developer shall make annual payments to the City in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS and 0/100 CENTS ($150,000.00) ("Developer Payment"). Developer Payments shall be made on or before July 1 of each calendar year, with each payment being consideration for sales tax revenues that would have been generated by a traditional commercial use on the Warehouse Parcel in the prior year. The first and last such Developer Payment made shall be prorated based on a twelve (12) month calendar year.

(b) Incentive to Proceed with Phase II. The Parties recognize and agree that the general purposes and objectives of the General Plan and Zoning Regulations would be frustrated should the Phase II Parcel remain vacant and underutilized for an extended period of time, such that the Parties desire and intend for the Phase II Parcel to be expeditiously designed, developed and utilized with a productive land use and in a manner that is compatible with the Delivery Station, land uses in the vicinity, and the long term land use goals and objective of the City. Accordingly, conditioned upon issuance of a Certificate of Occupancy for the Phase II Project from the City, the Developer Payment described in this section shall be terminated in recognition of the local revenues and public benefits anticipated to be generated by the Phase II Project. Moreover, and notwithstanding contrary provisions in subsection (a), if Developer has submitted a complete application for a Phase II project that is both financially viable and consistent with land uses and developments in the vicinity (not including industrial or shipping uses), and the City denies said application, then each Developer Payment that is made after the date of the City's final denial, and provided Developer has first made seven (7) annual Developer Payments under this Agreement, shall be reduced by fifty percent (50%) and total SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) per year.

3.5.3 Phase II Project. Developer shall not utilize the Phase II Parcel except for the planning, development and subsequent operation of the Phase II Project, or pending the issuance of building permits for the Phase II Project, for staging or to support operations of the Delivery Station Project on the Warehouse Parcel; provided that the nature and scope of operations for the Delivery Station Project pending the Phase II Project shall be no greater or broader in scope then will be operated on the Warehouse Parcel following completion of the Phase II Project. The Parties recognize and agree that the specific nature and the Phase II Project is undefined as of the Effective Date, and the Phase II Project will be subject to future Discretionary Approvals by the City the nature and type of which will depend on the proposed development and land use. As a condition to proceeding with the Phase II Project, Developer shall be required to apply for and obtain approval of a modification or amendment to this Amendment in the manner required by the Development Agreement Act, together with any additional Discretionary Approvals that may be required by the City to proceed with the proposed Phase II Project, including but not limited to a General Plan amendment, a Zoning Amendment, and any evaluation required by CEQA. Without limiting the Parties' respective discretion with respect to the Phase II Project, as of the Effective Date of this Amendment the principal land use objectives of the City are to: protect, increase, and enhance the local revenue base; and protect and increase the supply of residential dwelling units in the City, including units that are affordable to low-and-moderate income persons and households, whether constructed onsite or by payment of an "in lieu" fee. Subject to and conditioned upon the

foregoing, as of the date of this Amendment Developer has expressed an interest for Phased II to be comprised of a mixed-use project with between 250-350 luxury apartments. In the event the Phase II Project includes market rate residential units (e.g. non-affordable), Developer shall pay to the City a one-time affordable housing in lieu fee affordable housing fee in an lump sum that is equal to TWO THOUSAND FIVE HUNDRED DOLLARS and 0/100 CENTS per unit. Nothing in the foregoing section shall be considered or interpreted as the City's commitment or approval (preliminary or otherwise) of any Phase II project.

3.5.4 Future Use of Warehouse Parcel. If, following the Triggering Date, the Warehouse Parcel ceases to be used and operated for the Delivery Station Project, then permitted uses for the Warehouse Structure shall include the Permitted Retail Uses, Permitted Restaurant Uses, Permitted Office Uses, and Permitted Alternative Uses ("Future Warehouse Use") as each are defined in the Original Agreement; provided that Developer's use of the Warehouse Structure for last mile shipping uses shall be subject to and governed by this Amendment. Prior to implementing a Future Warehouse Use in the Warehouse Structure under this Amendment, Developer shall have first developed and been issued a final certificate of occupancy for the Phase II Project.

3.5.5 Reversion to Mixed Use Project. If, following the Triggering Date, but before building permits are issued by the City for the Phase II Project, the Warehouse Parcel ceases to be used and operated for the Delivery Station Project, then Developer shall have the right to develop and use the Property in accordance with the Mixed Use Project defined in the Original Agreement.

3.7 Covenants Running with the Land. As of the Effective Date and continuing for the Terms provided in this Amendment, the terms and provisions of this Amendment are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, constituting covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, run with such Property, and shall be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof.

3.8 Architectural Quality. Developer shall develop the Project by means of materials, workmanship and overall design that will result in a product that is of a first-class commercial development. The building materials, elevations, surfaces, design, and architectural styling of the Project shall be consistent with that of the area, this Amendment, and the Applicable Rules. All architectural plans are subject to the City's Design Review process, including Section 17.22.105 of the Montebello Municipal Code, consistent with the regulations and restrictions provided in this Section. Notwithstanding the reference to the Design Review Board in Section 17.22.105, which as of the Effective Date is inoperative, the review, processing, and approval of the Design Review shall be administratively completed by the planning division, with any appeals to be heard by the City Council.

4. Cooperation and Implementation by the City and Developer.

4.1 Processing. The City agrees that it is bound to permit the use, intensity of use and density on the Property which are permitted by this Agreement, insofar as this Agreement so provides or as otherwise set forth in the Applicable Rules or Reserved Powers. The City hereby agrees that it will not unreasonably delay, withhold or unreasonably condition any Discretionary Action or Discretionary Approval which may be issued by the City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of Processing Fees, and criteria generally required of developers by the City for processing applications for developments and consistent with this Amendment.

4.2 Other Governmental Permits. The City agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

4.3 Term / Duration of Amendment. This Amendment shall be become effective upon the Effective Date, and shall remain in effect until June 4, 2034; a date which is fifteen (15) years from the effective date of the Original Agreement (June 4, 2019) (the "Term"). Expiration or termination of this Amendment shall not invalidate any prior permits or approvals on the Property issued by the City prior to such expiration or termination. Until the Triggering Date, the Original Agreement and Precise Plan shall be unaffected by this Amendment; provided that, subject to Section 3.5.4 - 5, this Amendment shall supersede and replace the former upon the Triggering Date.

4.4 Construction and Funding of Project Facilities and Infrastructure. Developer shall construct or fund the construction of any facilities and or infrastructure required for the Project at the time the same are needed to satisfy the requirements of the Government Requirements. Except as otherwise specifically set forth herein, Developer has no responsibility for the operation, maintenance, repair or replacement of Project Facilities and Infrastructure.

5. Public Benefits. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for City's agreement to perform and abide by the covenants and obligations of City set forth herein.

6. Review of Compliance.

6.1 Annual Reviews. The City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Amendment, pursuant to Government Code Section 65865.1. The costs and expenses of each annual review conducted during the Term shall be borne by the Party incurring the cost.

6.2 Special Reviews. In addition, the City Council of the City may order a special periodic review of Developer's compliance with this Amendment at any time. The cost of such special reviews shall be borne by the City, unless as a result of such special review demonstrates the City determines that Developer is in default under the provisions of this Agreement after any notice

and cure period hereunder. In such cases, Developer shall reimburse the City for all out of pocket third party costs incurred in conjunction with the special review.

6.3 Procedure for Review. The City Manager, or his or her designee, shall conduct the review contemplated by this Section 6 to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Amendment during the period for which the review is conducted. The City Manager, or his or her designee, shall give Developer notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide the City Manager such information as Developer deems relevant to such review. In addition, upon the written request of the City Manager, Developer shall furnish such documents or other information as reasonably requested by the City Manager.

6.4 Result of Review.

6.4.1 Compliance. If, following such a review, the City Manager, or his or her designee, finds good faith compliance by Developer with the terms and conditions of this Amendment, the City Manager, or his or her designee, shall issue to Developer an executed certificate of compliance, certifying Developer's good faith compliance with the terms and conditions of this Amendment through the period of such review.

6.4.2 Noncompliance. If, following such a review, the City Manager, or his or her designee, finds that Developer has not complied in good faith with the terms and conditions of the Amendment, the City Manager, or his or her designee, shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Amendment. If Developer fails to cure the non-compliance within thirty (30) days after receipt of such written notice (or such longer commercially reasonable period provided that Developer has commenced the cure and diligently pursues such cure to completion) pursuant to the terms of this Amendment, the City Manager, or his or her designee, shall notify the City Planning Commission, which may recommend to City Council that the Amendment be terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

6.4.3 Effect on Default Procedures. Nothing in this Section shall be interpreted to prevent the City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section.

7. Mortgages.

7.1 Mortgagee Protection. No breach of this Amendment shall defeat, render invalid, diminish or impair the lien of any Mortgage and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise shall be subject to all of the terms and conditions contained in this Amendment and entitled to all of its benefits. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Amendment and agrees upon request, from time to time, to meet with Developer and representatives of such Mortgagees to negotiate in good faith any such request for interpretation and modification. The City

ITEM #____

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Second Reading of Ordinance No. 2439 for the Amended and Restated Statutory Development Agreement with M&M at Montebello, LLC, a California limited liability company for the Property Located at 1345 N. Montebello Boulevard to Allow the Existing Warehouse Structure (Former Costco Building) to be Used as a "Last-Mile Delivery Facility" (such as Amazon) and Reserving the Remainder of the Property (Comprised of Approximately 3.63 Acres) for a Future Mixed-Use Retail and/or Residential Development with Parking Facilities that will be Subject to and Conditioned Upon Future Environmental Analyses and Discretionary Land Use Approvals by the City**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council conduct a public hearing and consider the following:

1) Hold the second reading of Ordinance No. 2439 approving an Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City; and

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

FISCAL IMPACT

Pursuant to the Amended Development Agreement (please see Attachment B), M&M at Montebello, LLC, a California limited liability company (the "Developer") will pay the City the following public benefit and developer fees:

a) Annual in-lieu sales tax revenue to the City in the amount of $150,000 upon commencing operations, and continuing so long as the warehouse is utilized for the Last-Mile Delivery Station or as a substantially similar last mile shipping facility. The in-lieu sales tax revenue will be collected by the City in annual payments that are due on or before July 1st. This revenue would be suspended upon completion of Phase II, or alternatively reduced by 50% after year seven (7) if Developer has applied for but not received approval from the City for development of Phase II. It is anticipated that the first payment will be received in Fiscal Year 2021-22, and projected revenue has been included in the proposed budget.

b) The Developer has expressed interest in a mixed-use project that would include between 250-350 luxury apartments. Phase II will be subject to future discretionary approvals and environmental review by the City and City Council. In the event the Phase II project is approved by the City Council and includes market rate residential units (e.g. non-affordable), this Agreement would memorialize the in-lieu affordable housing fees to be paid by developer as equal to $2,500 (two thousand five hundred dollars and 0/100 cents) per unit.

BACKGROUND

The former Costco site located at 1345 N. Montebello Blvd. within the City of Montebello is comprised of two adjacent parcels (Los Angeles County Assessor Parcel Numbers: 5293-001-022 and 5293-001-023) totaling approximately 18.4 acres (801,730 square feet) of combined lot area (the "Property"). The Property is currently unutilized with a vacant building that was previously used as a warehouse facility for Costco. The Developer seeks to transform the existing vacant warehouse building (totaling approximately 137,688 square feet) into a last mile shipping facility for commercial retailers.

In 1989, the Property was purchased by the former Community Redevelopment Agency of the City of Montebello ("RDA") and in 1993, was leased to Costco Wholesale Corporation (then known as "Price Club") for development and operation of their well-known retail warehouse ("Costco"). The lease provided for an initial term of 10-years, with four (4) optional 5-year extensions. It also provided Costco the right to purchase the

Project Site at any time during the term of the lease.

Concurrent with the lease, the City Council for the City of Montebello ("City Council") amended the zoning designation of the Property from "General Commercial" (C-2) to "General Commercial – Planned Development District" (C-2-PD), and approved an accompanying "Precise Plan of Development," which authorized the construction and operation of the improvements on the Property.
In April 2017, Costco provided notice to exercise its option to purchase a site located in the City of Monterey Park. Costco and the City worked cooperatively to identify beneficial alternative uses for the Property that reflect the commercial-tenant market's current demands, preserve the City's sales tax base, and provide residents with close and convenient access to desirable businesses and amenities. At the time the City explored the prospect of gaining site control and installing a range of land uses at the site, ranging between auto sales, replacement big box tenants, and similar retail and commercial uses. However, the financial risk to the City would have been significant, and the layout and location of the Property made identifying a desirable and financially viable long-term use difficult.

Following Costco's purchase of the Property, on February 27, 2019, the City Council approved a statutory Development Agreement and an Amendment to the Precise Plan of Development for the Property. The proposed DA and Amendment consisted of repurposing the improvements, including the 138,000 square-foot box structure and constructing up to four (4) new outlying building pads. The pads would total a maximum of 31,000 square feet, for a total project gross leasable area not to exceed 155,000 square feet to be occupied by retail and commercial land uses consistent with General Plan and zoning regulations for the Property.

Costco subsequently sold the Property and assigned the Development Agreement and Amended Precise Plan to M&M Reality Partners (DBA M&M at Montebello, LLC, a California limited liability company); a transaction that was considered and approved by the City. Since that time, Developer and the City have cooperatively explored options for long-term development and use of the Property that further their mutual goals and objectives for the Property.

On March 8, 2021, the Developer submitted an application to modify DA No. 3567 and replace the Amended Precise Plan of Development with a two (2) phased project (Phase I and Phase II). The first phase would allow the entire existing warehouse structure (former Costco building) and portions of the immediately surrounding parking areas to be used as a "last-mile delivery facility." The second phase of the proposed project would reserve the remainder of the Property (comprised of approximately 3.63 acres) for a future

mixed-use retail or residential development with parking facilities, with the second phase to be specifically defined and approved in future discretionary land use approvals from by City and subject to environmental studies and analyses (cumulatively the "Project").

It should be noted that the original Development Agreement permits Developer to utilize a portion of the existing warehouse structure for a "last mile shipping facility" as an incidental or accessory use to an overall retail / commercial mixed use project, with the mixed-use project anticipated to further various plans and objectives of the Land Use Element of the General Plan, including that: Commercial development in the City should be sited in appropriate locations according to need; the City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City; frontage areas along the Pomona Freeway (State Route 60) with good accessibility should be preserved for further commercial and industrial development. The proposed Amended Development Agreement would permit the Developer to utilize the entire Warehouse Structure for the last mile delivery station project, subject to Developer's subsequent obligations thereafter to: make the developer payments to the City pursuant to the Amended Development Agreement; and proceed with development of the Phase II project on the Phase II property subject to separate discretionary actions and environmental analysis.

On April 6, 2021, the Planning Commission conducted a duly noticed public hearing and unanimously approved Resolution No. 08-21 recommending the City Council adopt an ordinance approving an Amended and Restated Development Agreement with the Developer to allow the existing warehouse structure (at the former Costco site) and portion of the immediate surrounding parking area s to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the property (comprised of approximately 3.63 acres) for a future mixed-use retail and/or residential development with parking facilities that would be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

On June 10, 2021, the Public Hearing Notice for the City Council meeting was delivered to owners/occupants within the required radius via U.S. Mail.

In addition, the Notice of Public Hearing for the City Council meeting was published in the Whittier Daily News on June 10, 2021.

On June 23, 2021, the City Council conducted a duly noticed public hearing and approved the Amended and Restated Statutory Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-

Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

ANALYSIS

The General Plan Land Use Designation for the Property is Commercial, and the underlying zone is C-2-PD (General Commercial – Planned Development District). Pursuant to Government Code Section 65867.5, the provisions of the Amended Development Agreement (please see Attachment B) are consistent with the City's General Plan and any applicable zoning regulations established for the Property, the findings of which are incorporated in this report.

The proposed amendment to the Development Agreement conforms with the Montebello General Plan (including the Land Use Element) as well as the Montebello Zoning Code. The proposed project will transform an underutilized vacant property with improvements that include, among other things, a cohesive development that will increase the revenue from these properties to the City in the form of increased property tax and sales tax revenue (or sales tax in lieu payments approved by the City Council). Though the proposed project is not a "traditional" commercial land use, it will generate significant local job opportunities in response to the retail and commercial needs of local residents and businesses in the "post" COVID-19 economy. In context of the irregular shape and configuration of the Property, together with the changed retail economic markets, the project is a productive land use that is materially consistent with applicable land use regulations. The proposed Project also incentivizes the Developer to expeditiously proceed with planning and development of Phase II, and conditions that phase upon future discretionary actions, thereby both protecting against long term underutilization of the subject site and ensuring the future development is consistent with land uses in the vicinity and applicable regulations.

The goals and objectives of the City's General Plan most applicable to the project include (as discussed further in the attached proposed Ordinance):

- Goal #1: 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.
- Goal 3 is to provide for the development and location of commercial shopping areas within the community in a manner compatible with other land uses.

- Objective 3 notes that "'cluster' type commercial development is preferential to the proliferation of strip commercial.
- Policy Commercial 2 states that the "City should contain a variety of types of commercial development, including regional and community shopping facilities, local neighborhood convenience centers, highway-oriented development and professional office-type areas."

A proposed Ordinance is attached for City Council consideration, finding that the proposed Project is consistent with land use goals and regulations, recommending the City Council find the proposal is exempt from the California Environmental Quality Act ("CEQA"), and approving the Amended Development Agreement consistent with the recommendation from the Planning Commission.

ENVIRONMENTAL

The proposed Amended Development Agreement is a discretionary action of the City and is considered a "project", per the California Environmental Quality Act (CEQA). The project is categorically exempt under CEQA as a "Class 1 exemption" per Section §15301 (Existing Facilities). Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;

2. Existing facilities of both investor and publicly-owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and

3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed amendment would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the Property given the conditions of approval.

SUMMARY

Staff is requesting this City Council conduct a public hearing to consider the following:

(1) The introduction and the waiving of first reading of Ordinance No. 2439 approving an Amended Development Agreement by and between the City of Montebello ("City") and M&M at Montebello, LLC, a California limited liability company to allow the existing warehouse structure (former Costco building) to be used as a "Last-Mile Delivery Facility" (such as Amazon) and reserving the remainder of the subject property for a future mixed-use retail and/or residential development with parking facilities that will be subject to and conditioned upon future environmental analyses and discretionary land use approvals by the City.

ATTACHMENT (S):

A. Attachment A – Ordinance No. 2439
B. Attachment B – Amended Development Agreement
C. Attachment C – Notice of Exemption

shall not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement and does not, in the City's sole determination, diminish the City's benefits from this Amendment or the security for those benefits.

7.2 Notice of Default to Mortgagee: Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of default given hereunder and specifying the address for service thereof, and the said Mortgagee has recorded a copy of such request in the official records of Los Angeles County in the manner required under Califronia Civil Code Section 2924b with respect to Requests for Notices of Default, then the City shall deliver to such Mortgagee, concurrently with service thereon to the applicable Party, any notice given to the applicable Party with respect to any claim by such Party that it has not complied in good faith with the terms of this Amendment or has committed an event of default. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from such Party to cure or remedy, or to commence to cure or remedy, the claimed default or act of noncompliance set forth in such Party's notice. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession, such Mortgagee may (but is not obligated to) seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and may (but is not obligated to) thereafter remedy or cure the default or noncompliance within thirty (30) days after obtaining possession. If any such default or noncompliance cannot, with diligence, be remedied or cured within such thirty (30) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such default or noncompliance if such Mortgagee commences cure during such thirty (30) day period, and thereafter diligently pursues and completes such cure.

7.3 Liability for Past Defaults and Obligations. Subject to the foregoing, any Mortgagee, including the successful bidder at a foreclosure sale, who comes into possession of the Project or the Property or any part thereof pursuant to foreclosure, eviction or otherwise, shall take such property subject to the terms of this Amendment and in no event shall any such property be released from any obligations associated with its use and development under the provisions of this Amendment. Nothing in this Section shall prevent the City from exercising any remedy it may have for a default under this Amendment.

7.4 Bankruptcy. Notwithstanding the foregoing provisions of this Section, if any Mortgagee is prohibited from commencing or prosecuting foreclosure, or other appropriate proceedings in the nature thereof, by any injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Developer, the times specified in this Amendment for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition.

8. Default and Remedies.

8.1 Notice and Cure.

8.1.1 In the event of failure by either party hereto substantially to perform any terms, covenant or condition of this Amendment which is required on its part to be performed, the

non-defaulting party shall send a notice , identifying with specificity the nature of the alleged default. In the event of a failure by Developer, the notice shall also be provided to any Mortgagee of Developer which has delivered a request for such notice to the City in accordance with this Amendment.

8.1.2 In the case of a monetary failure by Developer, Developer shall promptly commence to cure the identified failure and shall complete the cure of such failure within twenty (20) business days after receipt by Developer of the notice of failure. In the case of a non-monetary failure by either Party, the alleged defaulting party shall promptly commence to cure the identified failure and shall complete the cure within sixty (60) days after receipt of the notice of failure. The sixty (60) day cure period for a non-monetary failure shall be extended as is reasonably necessary to remedy such failure, provided that the alleged defaulting party commences such cure promptly after receiving the notice of failure and continuously and diligently pursues such remedy at all times until such failure is cured.

8.2 Remedies for Monetary Default. In the event of failure by Developer in the performance of any of its monetary obligations under this Amendment which remains uncured (i) twenty (20) business days after receipt by Developer of a notice of failure from the City and (ii) after expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the Developer shall be deemed to be in default hereunder and the City shall have available any right or remedy provided in this Amendment, at law or in equity. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

8.3 Remedies for Non-Monetary Default. In the event of non-monetary failure by either party hereunder which remains uncured (i) after expiration of all applicable notice, cure periods and other conditions contained herein, and (ii) in the case of a failure by Developer, in addition to the foregoing and after the expiration of Mortgagee's cure period (if a Mortgagee of Developer has delivered a Request for Notice to the City), the non-defaulting party shall have available any right or remedy provided in this Amendment, at law or in equity except as prohibited by this Amendment. All of said remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of said remedies shall not constitute a waiver or election in respect to any other available remedy.

8.3.1 The City and Developer acknowledge that monetary damages and remedies at law generally are inadequate and that specific performance is an appropriate remedy for the enforcement of this Amendment. Therefore, the remedy of specific performance shall be available to both the City and Developer under this Agreement in the event of a non-monetary Default.

8.3.2 The City shall not have the right to sue for monetary damages as a result of a non-monetary default under this Amendment. The Developer shall not have the right to sue for monetary damages for any default under this Amendment.

8.4 Termination of Agreement by City. In the event that (a) the City finds and determines, on the basis of substantial evidence, that Developer has not been in good faith compliance with the terms and conditions of this Amendment, or [[too vague and ambiguous &

ignores notice and cure requirements]] the City finds and determines that there has been a default by Developer of its obligations under this Agreement; and (b) the City provided the notice required and Developer has not cured such default within the applicable cure period, , the City may commence proceedings to terminate this Amendment pursuant to this Section.

8.4.1 The procedures for termination of this Amendment by the City for the grounds set forth in Section 8.4, are as follows:

(a) The City shall provide notice to Developer (and to any Mortgagee of Developer which has delivered a Request for Notice to the City) of its intention to this Amendment. The notice shall contain the time and place of a public hearing to be held by the City Council on the determination of the City to proceed with termination or modification of this Amendment. The public hearing shall not be held earlier than: (i) thirty-one (31) days after delivery of the notice to Developer, or (ii) if a Mortgagee has delivered a Request for Notice, the day following the expiration of the Mortgagee's cure period;

(b) If, following the conclusion of the public hearing, the City Council: (i) determines that Developer is in default of its obligations under this Agreement beyond the applicable rights, remedies and cure periods set forth in this Amendment or has not been in good faith compliance with this Agreement pursuant to Section 8, as applicable, beyond the applicable rights, remedies and cure periods set forth therein; and (ii) further determines that Developer (or the Mortgagee, if applicable) has not cured the acts or omissions that constitute the basis of the determination under subsection (i) or, if those acts or omissions could not be reasonably remedied prior to the public hearing, that Developer (or the Mortgagee) has not in good faith commenced to cure or correct such acts or omissions prior to the public hearing or is not diligently and continuously proceeding therewith to completion, the City Council may terminate this Agreement.

8.5 Termination of Agreement by Developer. In the event that (i) the City breaches this Amendment and has not cured such default within the applicable cure period, or (ii) as otherwise permitted under this Agreement, Developer may terminate this Amendment by providing notice to the City or, after notice, may sue for specific performance. Termination shall be effective upon the City's receipt of Developer's notice.

9 Required Actions of Parties: Further Assurances.

The City and Developer shall execute all such instruments and documents and take in good faith all actions necessary or convenient to consummate the transactions herein contemplated.

10 Assignment.

10.1 The City shall not unreasonably withhold approval of any proposed assignment of the Property or a portion thereof by Developer, provided that the proposed assignee demonstrates to the reasonable satisfaction of the City that (i) the assignee or its parent company has a net worth of $10,000,000 or more, and (ii) the assignee, its contract manager or the individual within the contract management entity directly responsible for management of the Project has at least ten (10) years recent experience developing substantially similar projects in type, size and scale. Prior City approval shall not be required if a particular Project Building is conveyed to a proposed end-user or

its affiliate, or to a Developer controlled entity. The terms, covenants and conditions of this Amendment shall be binding upon any assignee, whether or not the assignee signs an assignment and assumption agreement.

11. Negation of Agency. Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Amendment. No partnership, joint venture or other association of any kind is formed by this Amendment. The only relationship between the City and Developer is that of a government entity regulating the development of private property by the owner of such property.

12. Consideration. The City and Developer acknowledge and agree that there is good, sufficient and valuable consideration flowing to the City and to Developer pursuant to this Amendment and more particularly set forth in the Recitals of this Amendment. The Parties further acknowledge and agree that the exchanged consideration hereunder is fair, just and reasonable.

13. Recordation. The City Clerk shall record a copy of this Amendment with the Registrar-Recorder of the County of Los Angeles within ten (10) days following notice from the Director of Community Development that the conditions of approval for the Effective Date of this Amendment have been satisfied, which shall signify the date of the City entering into this Amendment for purposes of Government Code Section 65868.5. Developer shall reimburse the City for all costs of such recording, if any.

14. Notices. All notices under this Amendment shall be in writing and shall be effective when personally delivered or upon receipt after deposit in the United States mail as registered or certified mail, postage prepaid, return receipt requested, to the following representatives of the Parties at the addresses indicated below or to such other addresses as one Party may provide to the other from time to time:

If to the City:

City of Montebello – City Hall
1600 W. Beverly Blvd.,
Montebello, CA 90640
ATTN: City Manager

WITH A COPY TO:

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

If to Developer:

M&M at Montebello, LLC
1260 Stelton Road
Piscataway NJ 08854

Attn: Sheryl Weingarten, Esq.

And

M&M at Montebello, LLC
160 Essex Street
Lodi, NJ 07664
Attn: Sheryl Weingarten, Esq.

WITH A COPY TO:

The Weingarten Law Firm, LLC
1260 Stelton Road
Piscataway NJ 08854
Attn: Sheryl Weingarten, Esq.

15. Amendment or Cancellation. Subject to meeting the notice and hearing requirements of Section 65867 of the Government Code, this Amendment may be amended from time to time, or canceled in whole or in part, by mutual consent of the City and Developer, or their respective successors in interest in accordance with the provisions of Section 65868 of the California Government Code. No alteration, amendment or modification of this Amendment shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Amendment and made in the manner required by the Development Agreement Act.

16. Waiver. No waiver of any provision of this Amendment shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and reference is made expressly to this Section 18. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence of event.

17. Successor and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the Parties, and any subsequent owners of all or any portion of the Property and their respective successors and assigns. Any successors in interest to the City shall be subject to the provisions set forth in Sections 65865.4 and 65868.5 of the Government Code.

18. Interpretation and Governing State Law. This Amendment and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Amendment shall be construed as a whole according to its fair language and common meaning to achieve the objective and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Amendment, both Parties having been represented by counsel in the negotiation and preparation hereof. All legal actions brought to enforce the terms of this Amendment shall be brought and heard in the Superior Court of the State of California, County of Los Angeles.

19. Constructive Notice and Acceptance. Every person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to

this Amendment is contained in the instrument by which such person acquired an interest in the Property.

20. No Third-Party Beneficiaries. This Amendment is made and entered into for the sole protection and benefit of the Parties and their mortgagee(s), successors and assigns. No other person or entity shall have any right of action based upon any provision of this Amendment.

21. Counterparts. This Amendment may be executed in two or more identical counterparts, each of which shall be deemed to be an original and each of which shall be deemed to be one and the same instrument when each Party signs each such counterpart.

22. Incorporation of Attachments. All recitals and attachments to this Amendment, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

23. Determinations. Whenever in this Amendment the consent or approval of any Party to this Amendment is required, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. In addition, unless a contrary standard or right is set forth herein, whenever any party hereto is granted a right to take action, exercise discretion, or make an allocation, judgment or other determination, each party hereto shall act reasonably, in good faith and in accordance with the requirements of this Amendment.

24. Defense of Actions.

a Developer shall indemnify, hold harmless, and defend, the City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its officers, contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Amendment. The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this Section 26, regardless of whether or not the City prepared, supplied, or approved plans or specifications, or both, but specifically excludes any claims arising from the City's negligence or willful actions or omissions and any claims arising from the sole negligence or willful actions or omissions of the current owner of the Property, related to existing and ongoing environmental remediation of the Property or actions taken to maintain and keep safe the Property until such time as Developer takes possession or control of all or a portion of the Property.

i Prior to the commencement of work by Developer on the Property, this indemnification, hold harmless and defense requirement shall survive for twelve (12) months following the earlier of the termination of this Amendment or the date this Amendment expires or is terminated (including any extensions mutually agreed upon by the parties).

ii Upon the commencement of work by Developer on the Property, this indemnification, hold harmless and defense requirement shall survive for twelve (12) months following the date this Amendment expires or is terminated (including any extensions mutually agreed upon by the parties).

iii For purposes of this Section 26.1, the term "work" shall mean physical disturbance of the Property, including but not limited to construction, rough grading, fine grading, and preconstruction activities including excavation, surveying, boring, drilling, environmental remediation performed by Developer, or other actions taken to comply with this Amendment.

iv The City reserves the right, in cases subject to this indemnity, to reasonably approve the attorney selected by Developer to defend Developer and the City in any such action provided that any insurance company or surety that is providing such coverage shall have the final approval of the attorney selected by Developer.

b In the event of any court action or proceeding challenging the validity of this Amendment or any action taken pursuant hereto, each Party may, at the sole cost and expense of the subject Party, including but not limited to their own respective court costs and attorneys, defend or otherwise participate in such action or proceeding. Each Party shall cooperate with the other Party in any such defense as a Party may reasonably request and may not resolve such challenge without the Amendment of the other Party. Additionally, in the event of any litigation or referendum initiated by third parties to attack, set aside, modify, void or annul this Amendment, the term of the Amendment shall be tolled for the period during which such Challenge is proceeding until fully and finally resolved.

c The filing of any lawsuit(s) by a third party (not a party to this Amendment) after the Effective Date against the City and/or Developer relating to this Amendment or to other development issues affecting the Project shall not, absent a court order, delay or stop the processing or issuance of any permit or authorization necessary for development of the Project, unless the City in good faith determines that such delay is legally required or could potentially subject the City to monetary damages.

25. Estoppel Certificate. Either Party may, at any time, and from time to time, (but no more frequently than two (2) times in any calendar year) deliver notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying Party, (i) this Amendment is in full force and effect and a binding obligation of the Parties, (ii) this Amendment has not been amended or modified either orally or in or if so amended, identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Amendment, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. Each Party acknowledges that such a certificate may be relied upon by third parties acting in good faith. A certificate provided by City establishing the status of this Amendment with respect to the Property shall be in recordable forth and may be recorded with respect to the affected parcels at the expense of the recording Party. Failure to deliver such a certificate or a written denial within the time specified above shall constitute a rebuttable presumption against the Party failing to provide the certificate that this Amendment is in full force and effect, without modification, except as may be represented by the requesting Party; and that there are no uncured defaults in the performance of the requesting Party except as may be so represented. All costs incurred in providing the notice(s) anticipated by this Section including reasonable attorney's fees shall be borne by the requesting Party.

26. Authorized Delays. Performance by any Party of its obligations hereunder shall be excused during any period of Excusable Delay, as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Parties within thirty (30) days after the commencement of same has been ascertained. For purposes hereof, "Excusable Delay" shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including, without limitation: (a) act of God; (b) civil commotion or act(s) of terrorism; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought; (h) delay caused by governmental entities other than City; or (i) litigation brought by a third party attacking the validity of this Amendment, or any other action necessary for development of the Project; or (j) adverse economic conditions, including as a result of a pandemic. Except for an Excusable Delay under clause (i) above, the payment of fees or monies by Developer under this Amendment shall not be excused or delayed during any period of Excusable Delay.

27. Administration of Amendment. Any decision by City staff concerning the interpretation and administration of this Amendment and development of the Property in accordance herewith may be appealed by Developer to the Planning Commission in accordance with the Montebello Municipal Code and Zoning Code. Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section.

28. Severability. If any article, section, subsection, term or provision of this Amendment, or the application thereof to any party or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the article, section, subsection, term or provision of this Amendment, or the application of the same to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining article, section, subsection, term or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

29. Entire Agreement. This Amendment supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the within subject matter and contains the entire understanding between the Parties with respect thereto. Prior to the Triggering Date, this Amendment preserves and incorporates the Original Agreement, and upon but subject to the Triggering Date and Section 3.5.4 - 5, this Amendment shall replace and supersedes the Original Agreement in its entirety, as well as the Precise Plan of the Development.

30. Authorization. Each person executing this Amendment represents and warrants that he or she is authorized and has the legal capacity to execute and deliver this Amendment on behalf of the Party for which execution has been made.

[SIGNATURE PAGE FOLLOWS]

City:

City of Montebello

By: _____

Attest:

_____

City Clerk

APPROVED AS TO FORM:

_____

EXHIBITS:
Exhibit A – Legal Description of Property
Exhibit B – Site Map
Exhibit C – Joint Driveway Easement

[[add City acknowledgement]]

Developer:

M&M at Montebello, LLC

By: _____

, Manager

STATE OF NEW JERSEY §

§

COUNTY OF MIDDLESEX §

On April __, 2021, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)

Notary Public Signature

EXHIBIT A

(LEGAL DESCRIPTION OF PROPERTY)

EXHIBIT B

(SITE MAP)

EXHIBIT C

JOINT DRIVEWAY EASEMENT

Notice of CEQA Exemption

ATTACHMENT C

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: Amended and Restated Development Agreement (Case No. DA No. 01-21) – 1345 N. Montebello Boulevard
Project Location: 1345 N. Montebello Boulevard, Montebello, CA 90640
Case Number(s): Development Agreement (DA) No. 01-21

Description of Nature, Purpose, and Beneficiaries of Project: The Applicant (M&M at Montebello, LLC) seeks approval of an amended and restated statutory development agreement for the property located at 1345 N. Montebello Boulevard, City of Montebello, California 90640. The proposed project would allow the entire existing warehouse structure (formerly used by Costco) to be used for a "last-mile delivery facility" (such as Amazon), and reserving the remainder of the property (comprised of approximately 3.63 acres) for a future mixed-use retail and/or residential development with parking facilities, subject to future discretionary land use approvals by the City of Montebello and subject to and contingent upon satisfying the requirements of the California Environmental Quality Act ("CEQA").

Name of the Public Agency Approving the Project: City of Montebello
Name of Person or Agency Carrying Out the Project: M&M at Montebello, LLC ("M&M Realty Partners")

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. Class 1 (Existing Facilities), CEQA Guidelines Section 15301
☐ Statutory Exemptions.

Justification for Project Exemption:
The proposed Amended and Restated Development Agreement (Case No. DA 01-21) is a discretionary action of the City and is considered a "project", per the California Environmental Quality Act (CEQA). The project is categorically exempt under CEQA as a "Class 1 exemption" per §15301 (Existing Facilities). Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;
2. Existing facilities of both investor and publicly-owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and
3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed amendment would allow the minor alternation of an existing private structure, facilities, mechanical equipment, or topographical features, and involves negligible expansion of the land uses currently permitted on the Property given the conditions of approval.

Lead Agency Contact Person: Joseph Palombi, Director of Planning and Community Development
Area Code/Telephone/Extension: (323) 887-1200

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 #29

CITY OF MONTEBELLO

CITY COUNCIL/MONTEBELLO SUCCESSOR AGENCY AGENDA STAFF REPORT

TO: Honorable Mayor/Chairman and City Council/Board Members

FROM: René Bobadilla, P.E., City Manager/Executive Director of Montebello Successor Agency

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Adopt Resolution No. 21-62 Approving the Purchase and Sale Agreement for the Proposed Disposition of Real Property Located at 310 W. Whittier Boulevard and Authorizing the City Manager to execute the Purchase and Sale Agreement on Behalf of the City of Montebello; Adopt Resolution No. 21-63 Pursuant to Surplus Land Act**

DATE: July 28, 2021

RECOMMENDATIONS:

Staff recommends that the City Council/Successor Agency to the former Community Redevelopment Agency of the City of Montebello adopt Resolution No. 21-62:

1) Approving the Successor Agency's disposition of the real property located at 310 W. Whittier Boulevard in the City of Montebello, California identified as Los Angeles County Assessor's Parcel Nos. 6346-022-900, 6346-022-901, 6346-023-900, and 6346-023-901 for $8,300,000; and

2) Approving the form and material terms of the Purchase and Sale Agreement, and authorize the Executive Director (i.e. City Manager) and Agency Counsel (i.e. City Attorney) to finalize negotiations and the agreement (provided that no material changes to the purchase price or property are made); and

3) Authorize the Executive Director to execute the final Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Montebello and Sonic Vet LLC, and any related documents necessary to reasonably complete the proposed disposition in accordance with the final agreement; and

4) Take such additional, related, action that may be necessary to implement the approved transaction.

Staff also recommends that the City Council/Successor Agency to the former Community Redevelopment Agency of the City of Montebello adopt Resolution No. 21-63 to Declare the Property "Surplus" Under and Certify Compliance with the Surplus Land Act.

FISCAL IMPACT

The Successor Agency is proposing to sell the Property to Sonic Vet LLC for the appraised market value of $8,300,000, including the termination of any existing subleases, and approximately $2,200,000 of these proceeds will be used to retire an existing "enforceable obligation" associated with the Property. The proposed disposition is consistent with the Successor Agency's Long-Range Property Management Plan ("LRPMP"), which was previously approved by the Montebello Oversight Board ("Oversight Board") and California Department of Finance. Any revenues generated from the proposed disposition of the Property (identified as Property #4 in the LRPMP) would be used to pay an existing enforceable obligation associated with the Property and otherwise allocated to area taxing entities as property tax revenues pursuant to State Dissolution Law (Health & Safety Code § 31470 *et seq*.).

BACKGROUND

A. The Property

The real property asset listed as Property #4 in the Successor Agency's LRPMP is located at 310 W. Whittier Boulevard in the City of Montebello, California identified as Los Angeles County Assessor's Parcel Nos. 6346-022-900, 6346-022-901, 6346-023-900, and 6346-023-901 (the "Property"). The Property is comprised of approximately 2.7 acres located in the C-2 (General Commercial) Zone, and is currently improved with commercial structure of an approximately 42,737 square feet that was built in 2003. The Property also is also improved with a parking structure and surface parking to serve the existing automotive commercial use.

B. The Former RDA's Purchase and the Deed of Trust

The Former RDA purchased the Property from the then-owner (Mr. Ara Sevacherian) in March 2009 for $12,000,000. A portion of this purchase price was financed by a promissory note issued by the Former RDA to Mr. Sevacherian in the amount of $4,200,000. The promissory note is secured by a deed of trust that was recorded on the Property and carries a five (5) percent interest with a 20-year term. The first ten (10) years were interest-only payments, and the principle and interest payments are made from years ten (10) and twenty (20) until retired in 2030.

The promissory note remains outstanding and is listed on the Successor Agency's Recognized Obligation Payment Schedule ("ROPS") with approximately $2,200,000 remaining due, and debt payments totaling approximately $337,800 annually.

C. The Retail Lease and Sublease

Concurrently with its purchase of the Property, the Former RDA entered into a Retail Lease Agreement with Arsev, Inc., dba Ostrom Chevrolet ("Ostrom Chevrolet") for continued operations of the car dealership that had long-been operated on the property (the "Retail Lease"). The initial term of the Retail Lease was five (5) years, with five (5) successive options extensions of five (5) years each (at Ostrom's option) through December 31, 2039. Rent escalators are built into each extension term.

Subsequently in April 2010, Ostrom Chevrolet "subleased" the Property to the Montebello Auto Group, LLC ("Montebello Auto") which holds the franchise and operates the Montebello Chevrolet that is now operated on the Property ("Sublease"). The term of the Sublease runs contemporaneous with the Retail Lease, with the same optional extensions of five (5) years each and expiring on December 31, 2039.

D. The Redevelopment Dissolution Law and LRPMP

In February 2012, by virtue of the Redevelopment Dissolution Law (Health & Safety Code § 31470 *et seq*.) ownership of the Property, the Retail Lease, and amounts owed under the Promissory Note all passed to the control and responsibility of the Successor Agency. The Dissolution Law requires the Successor Agency to dispose of real property assets in accordance with its LRPMP, and directs the proceeds resulting from any sale to be used for paying approved "enforceable obligations" or otherwise allocated to area taxing entities as property tax revenues. (H&S Code §§ 34177(e), 34177.3(c).)

Because of the long-term leases on the Property (described above), the Successor Agency did not anticipate that sale of the Property would be a viable option until closer to the lease expiration dates. For this reason, the Successor Agency's LRPMP recommended that the Property be used to satisfy the Retail Lease, and upon expiration of the Lease in the year 2030, that the Property be sold by auction or negotiated sale for an "automotive commercial" use.

DISUCSSION

In late 2020, Montebello Auto inquired with the Successor Agency as to the prospect of purchasing the Property with the goal of continuing operation of the existing car dealership, with purchase being made through an affiliated corporation - Sonic Vet LLC ("Sonic Vet").

Before engaging in negotiations, an Appraisal Report was prepared for the Property on January 24, 2021 (please see Attachment D). The Appraisal Report contained hypothetical scenarios based on assumptions, taking into consideration the Retail Lease and market projections but concluded that the Property was valued at $8,300,000 considering the projected buyout of the Lease with Ostrom Chevrolet valued at approximately $1,130,000.

Before engaging in negotiations with Sonic Vet, as required by the Surplus Lands Act (as recently amended by the California legislature, the Successor Agency sent a "Notice of Availability/Offer to Sell Surplus Property" to all required entities and/or affordable housing developers, including the California Department of Housing and Community Development ("HCD"), regarding its intent to sell the Property.

As prescribed by HCD, the Notice of Availability was transmitted to HCD, local public entities, developers who have notified HCD of their interest in developing affordable housing on surplus local public land. The Notice of Availability was also posted on the City's website: https://www.cityofmontebello.com/notice-of-availability-noa.html

Pursuant to the Surplus Land Act, the Notice of Availability was circulated for 60 days beginning March 29, 2021 through May 28, 2021. The City did not receive any letters of interest or communications from affordable housing developers regarding the Property. As a result, the City subsequently commenced negotiations with Sonic Vet, and have confirmed the other interested-parties willingness to participate in the transaction. Specifically: the Successor Agency confirmed Ostrom Chevrolet's willingness to terminate the Retail Lease to facilitate the transaction; and Ostrom Chevrolet and Montebello Auto have agreed to terminate their Sublease in the event of the transaction.

ANALYSIS

Sale of the Property to Sonic Vet is consistent with and expedites administration of the Successor Agency's LRPMP. The transaction provides an opportunity to extinguish long-lease management obligations of the Successor Agency related to the Property, and to convert an existing non-property-tax bearing asset into a renewed property tax producing asset. The Successor Agency will also be able to utilize a portion of the proceeds to retire debt associated with the Property, thereby saving on future interest payments and administrative costs associated with the Property. Moreover, the Property will continue to be utilized as an automotive commercial/retail use for the foreseeable future, and thereby preserving both the property tax and sales-tax generating value of the site to the community. The fair market sale price will also result in property tax revenues being allocated to area taxing entities.

If the Successor Agency adopts the Resolution approving the transaction, the Oversight Board (which is also required to approve the transaction) is scheduled to consider the

matter in September 2021. Contemporaneously, staff would complete reporting requirements to HCD associated with the disposition of a surplus property. Baring objection from the Oversight Board or HCD, staff anticipates the transaction closing in sixty (60) to ninety (90) days.

ENVIRONMENTAL

The adoption of the proposed Resolutions are not subject to California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA "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 Successor Agency's proposed disposition of the Property will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the disposition of the Property will have a significant effect on the environment because the Property will continue to be used as an automotive commercial/retail use with ancillary parking areas/structures and related amenities and any future changes to the Property shall comply with CEQA at that time.

NEXT STEPS/RECOMMENDATIONS

It is recommended that the City Council/Successor Agency to the former Community Redevelopment Agency of the City of Montebello approve and adopt the attached Resolution approving the proposed disposition of the Property for $8,300,000 and authorize the City Manager, acting as the Executive Director of the Montebello Successor Agency, to execute the Purchase and Sale Agreement between the Successor Agency to the Redevelopment Agency of the City of Montebello and Sonic Vet LLC, and any related documents necessary to reasonably complete the proposed disposition in accordance with the final agreement and consistent with State law. It is also recommended that the Successor Agency adopt the second Resolution pursuant to the Surplus Lands Act.

ATTACHMENT(S):

A. Attachment A – Resolution Approving Transaction
B. Attachment B – Resolution re Surplus Lands Act
C. Attachment C – Purchase and Sale Agreement
D. Attachment D – Appraisal

ATTACHMENT A

CITY COUNCIL RESOLUTION NO. 21-62
SUCCESSOR AGENCY RESOLUTION NO. 21-01

A RESOLUTION OF THE MONTEBELLO SUCCESSOR AGENCY APPROVING THE SALE OF CERTAIN REAL PROPERTY LOCATED AT 310 W.WHITTIER BOULEVARD, CITY OF MONTEBELLO, PURSUANT TO A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE SUCCESSOR AGENCY AND SONIC VET, LLC

RECITALS

WHEREAS, the Montebello Successor Agency is owner of that certain real property located at 310 W. Whittier Boulevard, City of Montebello, California, identified as Los Angeles County Assessor's Parcel Nos. 6346-022-900, 6346-022-901, 6346-023-900, and 6346-023-901 (the "Property");

WHEREAS, the Property is listed as Property # 4 in the Successor Agency's Long Range Property Management Plan ("LRPMP") prepared pursuant to the Redevelopment Dissolution Act (Health & Safety Code § 34170 *et seq*.), which contemplates the Property's sale following expiration of long-term leases governing the site;

WHEREAS, Sonic Vet, LLC ("Buyer"), an affiliated corporation of the current sublease and party in possession of the Property, has offered to purchase the Property for the sum of Eight Million Three Hundred Thousand Dollars ($8,300,000), an amount equal to the fair market value therefor determined in an appraisal obtained by the Successor Agency, and after such purchase Buyer intends to utilize the Property for purposes consistent with City and Successor Agency's land use plans;

WHEREAS, the Successor Agency has duly considered the proposed Purchase and Sale Agreement attached hereto as Exhibit "A," and subject to satisfaction of the conditions of closing escrow set forth therein, including but not limited to approval of the transaction by the Successor Agency's Oversight Board under the Dissolution Law, the Successor Agency finds that sale of the Property to Buyer is consistent with the Long Range Property Management Plan, and furthers the interests of the area taxing entities, as proceeds of the sale will be used to retire enforceable obligations of the Successor Agency and otherwise distributed to taxing entities, and the City of Montebello and Successor Agency will be relieved of the cost and responsibility for maintaining the Property and administering related leases and agreements; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have been duly performed.

NOW THEREFORE, THE MONTEBELLO SUCCESSOR AGENCY HEREBY FINDS, DECLARES AND RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and incorporated into this Resolution by this reference and constitute a material part hereof.

SECTION 2. The Successor Agency hereby approves sale of the Property to Sonic Vet LLC, in the amount of Eight Million and Three Hundred Thousand Dollars and 0/100 Cents ($8,300,000), and authorizes and approves the Purchase and Sale Agreement substantially in the form attached hereto as Exhibit A, subject to final non-monetary revisions and changes approved by the Executive Director and Agency Counsel that are consistent with this Resolution, and thereafter authorizes and directs the Executive Director to execute the Agreement in the form approved by Agency Counsel. The Executive Director is further authorized and directed on the Successor Agency's behalf and to take such further action(s) as is reasonably necessary to effectuate the purpose of this Resolution.

SECTION 3. The City Council / Successor Agency hereby authorizes the City Manager/Executive Director to execute the agreement along with all documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor/Chairperson

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman
City Attorney / Agency Counsel

ATTEST:

_____
René Bobadilla, P.E.,
City Manager/ Executive Director of Successor Agency

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. 21-62 / Successor Agency Resolution No. 21-01 was passed and adopted by the City Council / Successor Agency 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 28th day of July 2021 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

ATTACHMENT B

CITY COUNCIL RESOLUTION NO. 21-63
SUCCESSOR AGENCY RESOLUTION NO. 21-02

A RESOLUTION OF THE MONTEBELLO SUCCESSOR AGENCY DECLARING CERTAIN REAL PROPERTY LOCATED AT 310 W. WHITTIER BOULEVARD, CITY OF MONTEBELLO, TO BE "SURPLUS" LAND PURSUANT TO AND CERTIFYING COMPLIANCE WITH THE SURPLUS LAND ACT

RECITALS

WHEREAS, the Successor Agency is the owner in fee simple of that certain parcel of real property located at 310 W. Whittier Boulevard in the City of Montebello, California, specifically identified as Los Angeles County Assessor's Parcel Nos. 6346-022-900, 6346-022-901, 6346-023-900, and 6346-023-901, and listed as "Property #4" in the Successor Agency's Long Range Property Management Plan (the "Property"); and

WHEREAS, given existing improvements and long-term contractual commitments burdening the Property, as detailed in the staff report and materials presented to the Successor Agency in connection with this matter, the Property is not necessary or suitable for the "Agency's use" within the meaning of the Surplus Lands Act (as amended by Assembly Bill 1486 and codified in Government Code sections 51036 *et seq*., at times simply the "Act"); and

WHEREAS, as required by the Act, the Successor Agency has heretofore issued a written notice of availability for the Property pursuant to Section 54222, and the Successor Agency did not receive any notices of interest to purchase or lease the Property during the statutory noticing period; and

WHEREAS, having now satisfied the procedural and noticing requirements of the Surplus Land Act, the Successor Agency now desires to formally declare the Property to be "surplus" as required by the Act as a condition precedent to selling the Property.

NOW, THEREFORE, THE MONTEBELLO SUCCESSOR AGENCY HEREBY FINDS, DECLARES AND RESOLVES AS FOLLOWS:

SECTION 1. Based upon staff reports, presentations, public testimony, and other matters presented to the Successor Agency during the public meeting at which this item was considered, the Successor Agency finds and declares that the foregoing recitals are true and correct and incorporated into this Resolution by this reference as a material part hereof; and based upon such information, makes the additional factual findings and declarations set forth below.

SECTION 2. The Successor Agency hereby declares that the Property is "surplus" land within the meaning of the Surplus Land Act, and that the Successor Agency has

complied with all procedural and substantive requirements of the Act associated with the disposition of the Property, including but not limited to issuing the notices of availability for the Property required by the Act prior to commencing negotiations for its disposition.

SECTION 3. The Successor Agency authorizes and directs the Executive Director to provide the notices of this Resolution required by law, and to take such further actions as are reasonably necessary to effectuate the purpose of this Resolution and satisfy the requirements of the Surplus Land Act relating to the disposition of the Property.

SECTION 4. This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.)* ("CEQA"). The designation of this Property as surplus does not have the potential for creating a significant effect on the environment and is therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15060(c)(3) because it is not a project as defined by the CEQA Guidelines Section 15378. Adoption of the Resolution does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5: 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 immediately upon adoption.

APPROVED AND ADOPTED this 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, Mayor/Chairperson

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City/Agency 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 City Resolution No. 21-63 / Successor Agency Resolution No. 21-02 was passed and adopted by the City Council / Successor Agency 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 28th day of July 2021 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

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement"), is dated July __, 2021 ("Effective Date") and is entered into by and between THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, a public entity established and existing pursuant to California Health and Safety Code section 34170 *et. seq*. ("Seller"), and SONIC VET LLC, a California limited liability company ("Buyer"), with reference to the following facts:

RECITALS

A. This Agreement concerns that certain parcel(s) of real property and associated improvements located at 310 W. Whittier Blvd., City of Montebello, California, 90640, consisting of 45,211 square feet on approximately 2.7 acres of land, and particularly identified in the Official Records of the County of Los Angeles as Assessor's Parcel Numbers 6346-022-900; 6346-022-901; 6346-023-900; 6346-023-901, and legally described in Exhibit A attached hereto, together with all rights, title and interest in and to all appurtenances, leases (if any), service contracts (if any), personal property (tangible and intangible) owned by Seller and used exclusively for the real property (if any), and improvements located thereon (including but not limited to a commercial building currently used as a car dealership as further described in this Agreement) (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller, and Seller – as successor to the former Community Redevelopment Agency of the City of Montebello's ("Former Agency") rights and interests relating to the Property pursuant to California Health & Safety Code sections 34170 *et seq*. (the "Dissolution Law") – desires to sell the Property to Buyer, subject to and conditioned upon the terms and conditions set forth in this Agreement.

C. All legal prerequisites to the Parties' approval of this Agreement have occurred.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and representations contained in this Agreement, the Parties hereto agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The foregoing recitals are deemed true and correct by the Parities and are incorporated as a material part of this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to purchase the Property from Seller.

2.2 Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer to Seller in consideration for the Property shall be EIGHT MILLION AND THREE HUNDRED THOUSAND DOLLARS and 0/100 CENTS ($8,300,000.00), which shall be payable by Buyer to Seller through Escrow (as hereinafter defined) at the Closing (as hereinafter defined) as described further below; provided that Buyer may elect to pay the Purchase Price in cash at any time prior to the Closing.

2.3 **Property and Improvements.** The Property includes, at no additional cost to Buyer, the permanent improvements existing thereon as of the date of this Agreement, including those items which pursuant to applicable law are part of the real property, as well as the following items, if any, presently located on the Property: electrical distribution systems (power panel, bus ducting, conduits, disconnects, lighting fixtures); telephone distribution systems (lines, jacks and connections only); space heaters; heating, ventilating, air conditioning equipment ("HVAC"); air lines; fire sprinkler systems; security and fire direction systems; carpets; window coverings; wall coverings; and all other property owned by Seller or Tenant and located at the Property, if any (collectively, the "Improvements").

ARTICLE III
PURCHASE PRICE AND DEPOSITS

3.1 Opening of Escrow. Within ten (10) business days after this Agreement is executed by the Parties, this Agreement is approved by the Oversight Board (as described below), or expiration of applicable time periods under the Surplus Land Act (as described below), whichever of the foregoing last occurs, Seller and Buyer shall open an escrow ("Escrow") through First American Title Insurance Company ("Escrow Holder"), Attention: TBD ("Escrow Agent"), by delivering an executed copy of this Agreement to Escrow Agent ("Opening of Escrow"). The opening date of Escrow ("Opening Date") shall be the date on which Escrow Holder receives a fully executed copy of this Agreement. Escrow Holder shall notify the Parties in writing of the Opening Date when established.

3.2 Deposit. Within five (5) business days after the Opening of Escrow, Buyer shall deliver a deposit (the "Deposit") in the amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS and No/Cents ($250,000.00) to the Escrow Holder The Escrow Agent shall place the Deposit into a federally insured interest-bearing account designated by Buyer. If said the Deposit is not received by Escrow Holder within the time required by this section, then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder. In such event, neither Party shall have any further liability to the other under this Agreement, and Buyer shall be entitled to the prompt return of any funds deposited into Escrow, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay in full from amounts in Escrow or by direct payment of other funds to Escrow.

3.3 Closing of Escrow. The closing of the Escrow ("Close of Escrow" or "Closing") shall be in accordance with Article IV of this Agreement.

3.4 Balance of Purchase Price. Upon the Close of Escrow, the amount of the Deposit shall be credited toward the Purchase Price. Buyer shall deposit with the Escrow Agent the Purchase Funds in accordance with Section 3.7, in sufficient time such that the Escrow Agent will be able to disburse the proceeds as directed at the Close of Escrow.

3.5 Escrow Instructions. This Agreement shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, the Parties shall execute such additional instructions as requested by the Escrow Holder not inconsistent with the provisions hereof. This Agreement and any such escrow instructions executed by the Parties shall constitute the "Escrow Instructions" for the transaction described in this Agreement. In the event of any inconsistency between the Escrow Instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

3.6 Liquidated Damages. IF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED DUE TO A BREACH OR DEFAULT OF BUYER THAT IS NOT CURED IN ACCORDANCE WITH THIS AGREEMENT, THEN SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS SELLER'S SOLE AND EXCLUSIVE REMEDY, EXCEPT THIS SECTION SHALL NOT LIMIT SELLER'S CLAIMS FOR ATTORNEYS' FEES UNDER THIS AGREEMENT. THE RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. BUYER AND SELLER AGREE THAT (I) THE AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THAT ASCERTAINING THE AMOUNT OF SELLER'S ACTUAL DAMAGES WOULD BE COSTLY AND INCONVENIENT; AND (II) THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING THE COST OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN IF AN EVENT OF DEFAULT BY BUYER OCCURS. UPON ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT THAT HAS NOT BEEN CURED IN ACCORDANCE WITH THE TERMS HEREOF, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH THIS SECTION. BY INITIALING THIS SECTION IMMEDIATELY BELOW, SELLER AND BUYER ACKNOWLEDGE THEIR APPROVAL OF THIS LIQUIDATED DAMAGES PROVISION AND AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Buyer's Initials Seller's Initials

3.7 Form of Payment. All money payable under this Agreement, for the Deposit, the Purchase Funds or otherwise, shall be paid in cash, by wire transfer, or by a cashier's check or certified check of immediately available Federal funds of the United States.

ARTICLE IV
CONDITIONS PRECEDENT

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article IV (unless waived in writing by the Party to whom the benefit of such condition runs) on or before the Closing Date, or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the Party required to perform such condition.

4.1 Conditions to Buyer's Obligations and Due Diligence Period.

A. Financing Contingency. Buyer's obligation to purchase the Property from Seller is contingent upon Buyer obtaining, from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least seventy five percent (75%) of the Purchase Price, on commercial reasonable terms acceptable to Buyer ("Purchase Mortgage"). Such Purchase Mortgage shall be secured by a first deed or trust or mortgage on the Property. Buyer shall provide Seller with a copy of the commitment for any proposed Purchase Mortgage. **If Buyer fails to notify its Broker, Escrow Holder and Seller, in writing within one hundred and twenty days (120) following the Effective Date, that the Purchase Mortgage has not been obtained, it shall be conclusively presumed that Buyer has either obtained said Purchase Loan or has waived this contingency.** If Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in this section, that Buyer has not obtained said Purchase Mortgage, then this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay in full.

B. Termination of Sublease. Prior to Buyer's obligation to purchase the Property from Seller, that certain Dealership Sublease for the Property by and between Arsev, Inc., dba Ostrom Chevrolet, as sublandlord ("Arsev"), and Montebello Auto Group, LLC, as subtenant ("Buyer's Affiliate") dated April 27, 2010 (together with that certain Memorandum of Sublease recorded on the Property on September 3, 2010 as Instrument No. 20101246760 in Los Angeles County Official Records, collectively, the "Sublease"), shall be terminated by and among the parties thereto. As a condition precedent to Buyer's obligation to purchase the Property and the Closing, Arsev and Buyer's Affiliate shall have delivered to Escrow Holder (with a copy to Seller and Buyer) a countersigned Notice of Sublease Termination in a form reasonably acceptable to Buyer and Seller ("Sublease Termination"), the effectiveness of which shall be contingent on and even with the Closing. Prior to the Closing, Escrow Holder shall ensure that the Sublease is removed from Title and will be of no further force and effect following the Closing.

C. Termination of Retail Lease. Prior to Buyer's obligation to purchase the Property from Seller, that certain Retail Lease for the Property by and between the Former Agency and Arsev dated February 18, 2009, as such was subsequently amended by way of that First Amendment to Retail Lease dated October 28, 2009 (collectively, the "Retail Lease"), shall be terminated by and among the parties thereto. As a condition precedent to Buyer's obligation to purchase the Property and the Closing, Arsev and Seller (as successor in interest to the Former Agency under the Retail Lease) shall have delivered to Escrow Holder (with a copy to Buyer) a countersigned Notice of Retail Lease Termination in a form reasonably acceptable to Buyer ("Retail Lease Termination"), the effectiveness of which shall be contingent on and even with the Closing. Prior to the Closing, Escrow Holder shall ensure that the Retail Lease is removed from Title and will be of no further force and effect following the Closing.

D. Delivery of Title Report; Seller's Cure. Seller shall cause First American Title Insurance Company ("Title Insurer") to deliver to Buyer a current preliminary title report for the Property ("Title Report") within ten (10) business days following the Opening of Escrow, together with copies of any exceptions referred to in Schedule B of the Title Report. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROPERTY IS TO BE SOLD "AS-IS," WITH NO CONDITIONS AND THE BUYER SHALL ACQUIRE THE PROPERTY SUBJECT TO ALL EXCEPTIONS DESCRIBED IN THE TITLE REPORT THAT ARE APPROVED BY BUYER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT** (collectively, "Approved Exceptions"). Notwithstanding the foregoing, Seller shall be obligated to take such actions as may be reasonably required by Title Insurer so that Title Insurer is willing to issue title insurance to Buyer without exception for any monetary liens, including, without limitation, any mechanic's liens or liens securing any mortgage, deed of trust or other financing. At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(i) Cell Tower Lease and Tenant an Approved Exception. As of the Effective Date, a ground lease exists for a portion of the Property by and between the Former Agency (as successor in interest to Ara Sevacherian) and Omnipoint Communications Inc., a subsidiary of T-Mobile USA Inc., a Delaware corporation ("T-Mobile"), dated March 26, 2008 (the "Cell Tower Lease"), that allows for the installation and operation of a telecommunications facility by T-Mobile and its successors or assigns, as expressly provided in the Cell Tower Lease. Seller discloses and Buyer acknowledges, that as of the Effective Date, the term of the Cell Tower Lease has expired but the T-Mobile remains in possession thereunder on a month-to-month basis and is continuing to pay rent in accordance with the terms of the Cell Tower Lease. At the Closing, the Cell Tower Lease shall be considered an Approved Exception and shall be expressly assigned by Seller to Buyer and assumed by Buyer upon the purchase of the Property under this Agreement pursuant to a written assignment and assumption of lease in form reasonably acceptable to Buyer and Seller that shall be executed by the parties and delivered to Escrow Holder on or before the Closing Date.

(ii) Repayment and Reconveyance of Deed of Trust. As of the Effective Date, a deed of trust and security agreement dated April 2, 2009, is recorded on the Property as of April 17, 2009 as Instrument No. 20090560054 in Los Angeles County Official Records (the "Deed of Trust"), securing that certain promissory note dated April 2, 2009, executed and delivered by the Former Agency in favor of Ara Sevacherian in the original

principal amount of $4,265,165.00 (the "Promissory Note"). Seller discloses and Buyer acknowledges that, as of the Effective Date, amounts remain due and owing by the Former Agency under said Deed of Trust and Promissory Note. The Parties agree and direct Escrow Holder that, as a condition of the Closing, amounts due and owing by the Former Agency under the Promissory Note shall be paid in full from the proceeds of the Purchase Price deposited by Buyer into Escrow, and prior to the Closing, Seller and Escrow Holder shall cause to be recorded a full release and reconveyance of the Deed of Trust executed by the beneficiary thereunder (the "Deed of Trust Release") such that Title to the Property is conveyed to Buyer at the Closing free and clear of the Deed of Trust.

(iii) Buyer's Notice of Objection. If the Title Report contains exceptions which are not acceptable to Buyer (other than the Lease, Sublease, and Deed of Trust that will be removed prior to Closing as described above) ("Unpermitted Exceptions"), Buyer shall, within fifteen (15) business days after receipt of the updated Title Report, deliver to Seller written notice of Buyer's objections (a "Notice of Objection"), if any, to such exceptions. If Buyer fails to deliver a Notice of Objection in accordance with the foregoing sentence, Buyer shall be deemed to have waived its right to object to any exceptions which would otherwise be Unpermitted Exceptions, and such exceptions shall thereafter be deemed Permitted Exceptions (as defined below).

(iv) Seller's Response Notice. Within ten (10) days following the date of receipt of a Notice of Objection (the "Seller Notice Period") from Buyer, Seller shall give notice (a "Response Notice") advising Buyer whether Seller will cause any of the Unpermitted Exceptions to be removed from the Title Report at or prior to Closing. If Seller fails to give the Response Notice during the Seller Notice Period, Seller shall be deemed to have determined that it will not cause any Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer prior to Closing.

(v) Title Termination Notice. Unless Seller agrees to cause all of the Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer, Buyer may terminate this Agreement by giving notice in writing to Seller (the "Title Termination Notice") within ten (10) business days following Buyer's receipt of the Response Notice or the date the Response Notice is deemed given. If Buyer gives a Title Termination Notice: (a) the Deposit shall be returned to Buyer, and; (b) this Agreement shall become null and void and of no further force or effect, except for those provisions that survive the early termination of this Agreement.

(vi) Specific Exclusions. Notwithstanding anything to the contrary set forth in this Article IV, any title matter arising after the date of the Title Report and added to the Title Report after its original issuance or any survey matter arising after the Due Diligence Period may be a Permitted Exception but first shall be subject to the same procedures set forth in this Section 4.1.D. (provided, however, that Buyer agrees to deliver a Notice of Objection no later than ten (10) business days following receipt of an update to the Title Report or Survey; and Seller shall have ten (10) business days to deliver a Response Notice). To the extent necessary the Closing shall be extended to accommodate such matters.

E. Delivery of Title and Title Insurance. Seller shall convey title to the Property to Buyer at the Closing (defined in Section 4.1 of this Article), subject only to the Permitted Exceptions. The term "Permitted Exceptions" shall mean: (i) liens for real property

taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Title Insurer's Owner's Policy of Title Insurance ("Title Policy"); and (iii) any other lien, encumbrance, title exception or defect that appears in the Title Report, which Buyer has approved or which is caused by Buyer prior to the Closing. Notwithstanding the foregoing or anything in this Agreement, in no event shall any of the following be considered Permitted Exceptions: deeds of trust or mortgages; lease agreements, judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement, other than those created with the prior written consent of Buyer. Buyer agrees that Seller's obligation to convey title to Buyer shall be deemed satisfied upon Title Insurer's willingness to issue the Title Policy subject only to the Permitted Exceptions.

F. Inspection. Buyer shall conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property as Buyer, in Buyer's discretion, deems necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for Buyer's anticipated use.

G. Review of Documents. Buyer has possession of copies of the documents, if any, listed on Exhibit B, and shall review the same. Seller represents that the documents listed on Exhibit B represent all documents which Seller has known possession.

H. Representations and Warranties. Each of the representations and warranties by Seller contained in Section 9.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Closing.

I. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Seller, Buyer's Affiliate, and/or Tenant, as applicable of the closing documents set forth in Section 5.1B(i) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

J. Due Diligence Period. Buyer shall have sixty (60) calendar days after the Opening of Escrow (the "Due Diligence Period") to: (i) review the exceptions, legal descriptions and other matters contained in the Title Report; (ii) conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property; (iii) review the documents listed on Exhibit B, if any, and; (iv) review all other applicable due diligence materials respecting the Property (collectively, the "Due Diligence Items"). If Buyer, in its sole and absolute discretion, determines that the results of any information, inspection, test, examination or any investigation provided under this Agreement or performed or obtained during the Due Diligence Period fails to meet Buyer's criteria (established in Buyer's sole and absolute discretion) for the purchase and use of the Property in the manner contemplated by Buyer, or Buyer deems the Property to be unsuitable for Buyer's purposes for any reason, then Buyer shall have the option to terminate this Agreement and shall so advise Seller by written notice (the "Disapproval Notice"), with a copy to Escrow Agent, given no later than 5:00 p.m. (Pacific Standard Time) on or before the last day of the Due Diligence Period. In the event Buyer provides the Disapproval Notice to Seller on or before the expiration of the Due Diligence Period, then this Agreement shall be deemed

terminated, in which event: (i) Buyer shall be entitled to receive a refund of any funds placed in Escrow (including the Deposit); (ii) Buyer and Seller shall each pay one-half of Escrow expenses, excepting an ALTA survey, incurred to date of termination; and (iii) neither party shall have any right against the other arising out of such termination. If Buyer fails to timely deliver the Disapproval Notice on or before the expiration of the Due Diligence Period, this Agreement shall remain in full force and effect. Upon the written request of the Buyer, the Executive Director of the Successor Agency shall have the discretion to extend the Due Diligence Period for up to an additional sixty (60) calendar days.

K. Access to Property. Buyer acknowledges and agrees that as of the date of this Agreement it is in possession of the Property under the Sublease, and at all times during the term of the Escrow will remain in possession of the Property. Buyer, its agents, contractors and subcontractors, shall have the right to enter upon the Property thereon to make any and all inspections and tests as Buyer deems desirable in its sole discretion. Buyer shall provide Seller with a copy of the results, reports or findings ("Results") from such testing within ten (10) business days of Buyer's receipt of the same. Buyer further agrees to use the Results solely in connection with its review of the Property, and not to disclose, communicate or publish the nature or content of the Results to any person or entity, except to its personnel, representatives, consultants, directly involved in its review of the Property, or as otherwise required by law, regulation, legal process or regulatory authority.

For any entry to the Property by Buyer for such purposes, Buyer's agents, Buyer's consultants or Buyer's contractors, Buyer shall leave the Property in substantially similar condition after entry as Property or equipment upon Property was found, and Buyer expressly waives, and shall indemnify, defend and hold harmless Seller from and against, any liabilities, claims, damages (including injury or damage to person or property), losses, costs and expenses to the extent resulting from the entry, inspections and studies conducted by Buyer and or its agents, consultants and contractors on, under, or about the Property, including equipment on the Property.

L. No Material Change. No material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, shall have occurred with respect to the Property prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall: (i) maintain its existing insurance policies in full force and effect (Buyer acknowledges that Seller may be insured through the City of Montebello, a self-insured public agency and may not have specific policies in place applicable to the Property); (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement, or any matter relating to zoning changes, rent control or increase in tax assessments; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties.

M. Seller Performance. Seller shall have delivered all documents listed on Exhibit B attached hereto, if any, and duly performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

4.2 Conditions to Seller's Obligations.

Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing.

A. Compliance with Applicable Laws.

(i) Dissolution Law. Prior to the effective date of this Agreement, Seller shall have obtained all authorizations and approvals necessary to sell the Property pursuant to the Dissolution Law.

(ii) Surplus Lands Act. Prior to the effective date of this Agreement, Seller shall have received all authorizations or approvals, or alternatively failed to receive any objections within the time provided, from California's Department of Housing and Community Development ("HCD") under Surplus Lands Act and implementing HCD Guidelines dated April 1, 2021.

B. Termination of Sublease. Prior to Seller's obligation to sell the Property to Buyer, Arsev and Buyer's Affiliate shall have delivered to Escrow Holder a countersigned ("Sublease Termination") which will be effective at the Closing.

C. Termination of Retail Lease. Prior to Seller's obligation to sell the Property to Buyer, Arsev shall have delivered to Escrow Holder a countersigned Retail Lease Termination in a form reasonably acceptable to Seller and the effectiveness of which shall be contingent on and even with the Closing.

D. Deed of Trust Release. Prior to Seller's obligation to sell the Property to Buyer, the beneficiary under the Deed of Trust shall have delivered to Escrow Holder and Seller a countersigned copy of the Deed of Trust Release.

E. No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date unless and until Seller has satisfied each of the foregoing conditions to close. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement

F. Delivery of Purchase Price. The Purchase Funds shall be delivered by or on behalf of Buyer to Escrow Agent as described in Section 3.4, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller and beneficiary under the Deed of Trust on the Close of Escrow.

G. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 8.4A and Section 9.2 below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Closing.

H. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Buyer or Tenant of the closing documents set forth in Section 5.1B(ii) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

4.3 Failure of Conditions. If any of the conditions precedent contained in this Article IV are not satisfied within the time periods specified in this Agreement (or waived or the time for satisfaction extended by the party to whose benefit the condition runs), the party to whose benefit the condition runs shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow Agent within the time period specified by this Agreement. If Seller terminates this Agreement due to a failure of any condition to be performed by Buyer, Seller shall have the right to retain the Deposit plus any accrued interest thereon and exercise its rights under Article VI only if such failure also amounts to a default by Buyer under this Agreement; provided, however, if such failure does not amount to a default by Buyer under this Agreement, then Seller shall return the Deposit plus any accrued interest thereon to Buyer, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees. If Buyer terminates this Agreement due to a failure of the conditions to be performed by Seller, Seller shall return the Deposit plus any accrued interest thereon to Buyer, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees and exercise its rights under Article VI. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

ARTICLE V
CLOSING

5.1 Closing. The purchase and sale of the Property shall be consummated at the Closing in accordance with the following:

A. Closing Date. The closing date shall occur on the date which is thirty (30) calendar days after the expiration of the Due Diligence Period, except as may be extended by the Executive Director (the "Closing Date"), at the office of the Escrow Agent or such other location as is acceptable to the parties to this Agreement. Except as provided otherwise in Article VI, if the Escrow for the Property has not closed on or before the Closing Date, either party shall have the right to terminate the Escrow unless such party is in default of its obligations under this Agreement. Except as otherwise provided in Section 4.3, if the Escrow is so terminated as a result of a failure of a condition other than as a result of Buyer's default under this Agreement, the Deposit, less Buyer's share, if any, of the Escrow Agent's and Title Insurer's escrow and title cancellation fees and expenses, will be refunded to Buyer.

B. Closing Documents.

At or prior to Closing, Seller shall deposit into Escrow a Grant Deed in substantially the form attached hereto as Exhibit C, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer and Seller shall have each deposited into Escrow any supplemental escrow instructions necessary to close this Escrow.

(i) Seller. No later than the day prior to the Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(a) A grant deed ("Deed") conveying the Property to Buyer in substantially the form attached to this Agreement as Exhibit C; and

(b) A bill of sale ("Bill of Sale"), in a form reasonably acceptable to Buyer and Seller, signed by Seller; and

(c) An assignment and assumption of lease ("Assignment of Lease"), in a form reasonably acceptable to Buyer and Seller, signed by Seller; and

(d) An assignment and assumption of service contracts ("Assignment of Service Contracts"), in a form reasonably acceptable to Buyer and Seller, signed by Seller; and

(e) A signed copy of the Retail Lease Termination Notice; and

(f) Such documents other and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Title Policy.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 5.1.B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 5.1B(ii).

(ii) Buyer. No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow Agent the following:

(a) The amount of the Purchase Funds, along with Buyer's share of any costs and expenses to be paid to or through Escrow Agent, less the Deposit; and

(b) A Change of Ownership Statement, as required by Title Insurer or Escrow Agent; and

(c) A "Declaration of Restrictions and Covenants" in substantially the form attached as Exhibit D; and

(d) The Assignment of Lease, signed by Buyer; and

(e) The Assignment of Service Contracts, signed by Buyer; and

(f) A copy of the Sublease Termination Notice signed by Buyer's Affiliate; and

(g) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Title Policy.

The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 5.1.B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 5.1.B(i).

C. Closing Procedure. At such time as the Escrow Agent has received all of the items specified in Section 5.1.B, and at such time as Title Insurer is prepared to issue the Title Policy in accordance with Section 4.1.B, Buyer and Seller hereby authorize and instruct Escrow Agent to: (i) deduct and pay the balance due on the Promissory Note from the Purchase Price proceeds and cause the Deed of Trust Release to be recorded at the Closing; (ii) cause Title Insurer to record the Grant Deed and Declaration of Restrictions and Covenants, and issue the Title Policy to Buyer; (ii) pay to the authorities lawfully entitled thereto any recordation fees and transfer taxes in connection with this Agreement; (iii) compute pro-rations relating to the Property for the accounts of Seller and Buyer; (iv) pay to Seller an amount equal to the Purchase Price (including the Deposit), less amounts needed to retire and repay the Promissory Note and cause a reconveyance and release of the Deed of Trust, and less any pro-rations chargeable to Seller including real estate brokerage commissions and any amounts payable by Seller to Escrow Agent for its services and expenditures in connection with this Agreement; (v) pay to Buyer the balance of the funds then held by Escrow Agent, less any pro-rations chargeable to Buyer and any amounts payable by Buyer to Escrow Agent for its services and expenditures in connection with this Agreement; and (vi) deliver to Buyer and Seller a conformed copy of the Grant Deed showing the recording information.

5.2 Fees; Expenses; Prorations.

A. Fees, Expenses, Transfer Taxes.

(i) Seller. Seller shall pay or satisfy, as applicable: (a) all documentary transfer taxes imposed in connection with the recording of the Deed; (b) one-half (½) of the Escrow Holder's charges; (c) the premium for a standard coverage owner's or joint protection Title Policy in favor of Buyer; and (d) any other customary fees and charges and expenditures authorized by Seller. The parties agree that the amount of documentary transfer taxes will not be referred to in the Deed unless required by law or to be accepted for recording.

(ii) Buyer. Buyer shall pay: (a) one-half (½) of the Escrow Holder's charges; (b) the cost of recording the Deed and all other documents recorded at the Closing; and (c) any other customary fees and charges and expenditures authorized by Buyer. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("ALTA Policy") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the Title Policy, the cost of any survey that the Title Insurer requires for issuance of an ALTA

Policy (other than the cost of the survey of the Property previously obtained by Seller, and a copy of which has been delivered to Buyer) and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Title Policy or ALTA Policy. All other costs, if any, shall be apportioned between Buyer and Seller in the customary manner for real estate transactions in the County of Los Angeles, State of California.

B. Real Property Taxes, Assessments and Rents. All real property taxes and assessments for the fiscal years of the taxing and assessing authorities in which the Closing occurs shall be prorated on the basis of a three hundred sixty-five (365) day year at the Closing with appropriate debits and credits to the accounts of Buyer so that Buyer shall be responsible for paying all of the same to the extent duly allocable to the period commencing upon the Closing Date. Seller is a governmental entity exempt from local or state taxation. In addition, all rents, incomes and profits, if any, derived from the Property or attributable to the Property shall be prorated at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Buyer shall pay and receive, as appropriate, all of the same to the extent duly allocable to the period commencing upon the Closing Date.

C. Commissions. The Parties represent and warrant that no real estate brokers or agents were utilized in connection with this transaction, and no such party may claim or is entitled to a real estate commission, finder's fees or any similar payments with respect to this Agreement or the sale of the Property. The Parties shall each shall protect, defend, indemnify and hold the other party harmless from and against all such claims for real estate commissions, finder's fees or any similar payments with respect to the purchase of the Property in accordance with this Agreement.

D. Rentals, Interest and Expenses. Scheduled rentals, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

ARTICLE VI
BREACH

6.1 General. If either Party breaches its obligations under this Agreement prior to the Closing, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article V, including, without limitation, Buyer's delivery to the Escrow Agent of any portion of the Deposit or the Purchase Funds, neither party shall be in default under this Agreement unless it fails to cure a breach of such Party's obligations under this Agreement within twenty-four (24) hours after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any Party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

6.2 Buyer's Breach.

A. Buyer's Pre-Closing Breach. Except as expressly provided otherwise in Section 6.1, if Buyer breaches any of its obligations under this Agreement prior to the Closing

and Buyer fails to cure such breach within ten (10) calendar days after Buyer's receipt of written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 3.6 as Seller's sole remedy. Notwithstanding the foregoing, Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive any termination of this Agreement pursuant to this Section. Buyer hereby acknowledges and agrees that in no event shall the notice and cure rights set forth in Section 6.1 apply to Buyer's failure to deliver any of the items into Escrow in accordance with Section 3.2 and Article V, including, without limitation, any portion of the Deposit or the Purchase Funds.

B. Buyer's Post-Closing Breach. If after the Closing, Buyer breaches any of its post-Closing obligations under this Agreement and Buyer fails to cure such breach within ten (10) calendar days after Buyer's receipt of written notice from Seller, then Seller shall have the right to pursue any and all remedies available to Seller at law or in equity, including the specific performance of this Agreement. Buyer hereby acknowledges that Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive the Close of Escrow and the recordation of the Deed.

6.3 Seller's Breach.

A. Seller's Pre-Closing Breach. Except as expressly provided otherwise in Sections 4.3 and 6.1, if Seller breaches its obligations under this Agreement and Seller fails to cure such breach within ten (10) calendar days after Seller's receipt of written notice from Buyer or such other time before Closing if the cure cannot reasonably be obtained within such twenty-four-hour period, Buyer shall have the right to elect one, but not both, of the remedies set forth in this Section 6.3.

(i) Termination. Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit.

(ii) Specific Performance. Buyer shall have the right to obtain specific performance by Seller provided Buyer is not in breach of its obligations under this Agreement.

B. Seller's Post-Closing Breach. If after the Closing, Seller breaches any of its post-Closing obligations under this Agreement and Seller fails to cure such breach within ten (10) calendar days after Seller's receipt of written notice from Buyer, then Buyer shall have the right to pursue any and all remedies available to Buyer at law or in equity, including the specific performance of this Agreement. Seller hereby acknowledges that Buyer's right to recover attorneys' fees pursuant to Section 11.3 shall survive the Close of Escrow and the recordation of the Deed.

ARTICLE VII
CONDITION OF PROPERTY

7.1 Condition of Property.

A. General. Buyer, as specified in Section 4.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's

discretion, deems necessary. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for any proposed use, including Buyer's anticipated use, if any. Except to the extent expressly represented by Seller in this Agreement, Seller shall have no responsibility or liability with respect to any such condition or occurrence. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement. Except as provided otherwise in this Agreement, the suitability or lack of suitability of the Property for any proposed use, or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any proposed or intended use of the Property, shall not affect the rights or obligations of the Seller under this Agreement.

B. Environmental Condition. In connection with or on account of the construction, operation, maintenance and demolition of the buildings, fixtures, machinery and equipment located on the Property, certain substances classified as hazardous (collectively, "Hazardous Substances") may have been released or may be present on the Property. For these purposes, "Hazardous Substances" includes "hazardous substances" as defined in CERCLA (defined below); "pollutants", "contaminants" and "Toxic Substances" as defined in the Toxic Substances Control Act; "Hazardous Materials" as defined in the Hazardous Materials Transportation Act; and other substances deemed or determined to be harmful, injurious, noxious, hazardous, nuisance causing or toxic under any Environmental Law (defined below), and including "Petroleum" as defined in RCRA (defined below). The documents listed on Exhibit B, if any, set forth in more detail the environmental condition of the Property. Buyer acknowledges receipt of the documents listed on Exhibit B, if any, relating to the environmental condition of the Property.

For purposes of this Agreement, the term "Hazardous Materials" shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, byproducts, or waste. The term "Environmental Laws" shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or

exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state, or environmental clean-up statutes.

C. Seller hereby represents and warrants to Buyer that: there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property except as disclosed above; and there are no liens or claims against the Property other than those disclosed herein and the Approved Exceptions. Seller specifically agrees to indemnify, defend and hold harmless Buyer, its directors, officers, members, agents and employees (collectively "Buyer Indemnitees") from and against any and all actions, claims, demands, losses, cost and expenses, including reasonable attorneys' fees and cost, damages and liabilities arising out of or in any way connected with any claim by a third party with regarding any lease, option to purchase, right of first refusal or contracts for lease or sale of the Property.

D. **No Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OR DEVELOPABILITY OF THE PROPERTY FOR BUYER'S PARTICULAR PURPOSES. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "IN ITS THEN EXISTING CONDITION **AS IS, WHERE IS, WITH ALL FAULTS**," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER, AND THE CITY OF MONTEBELLO (AND THEIR OFFICERS, DIRECTORS, COMMISSIONS, AFFILIATED AGENCIES, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL

CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER OR CITY (AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY EXISTING AT OR OCCURRING PRIOR TO CLOSING.

IN CONNECTION THEREWITH, BUYER ACKNOLWEDGES, UNDERSTANDS, AND HAS READ THE CONTENTS OF CALIFORNIA CIVIL CODE SECTION 1542, AND EXPRESSLY WAIVES ALL RIGHTS BUYER HAS, OR AT SOME TIME IN THE FUTURE MAY HAVE, UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE GRANT DEED. NOTWITHSTANDING THE FOREGOING OR ANYTHING EXPRESSLY PROVIDED IN THIS AGREEMENT, NOTHING IN THIS ARTICLE SHALL CONSTITUTE A WAIVER BY BUYER WITH RESPECT TO A BREACH BY SELLER UNDER THIS AGREEMENT OR WITH RESPECT TO ANY FRAUD BY SELLER.

BUYER INITIALS: _____

7.2 The Purchase Price and the terms and conditions set forth in this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind and the price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and, except as represented and warranted by Seller in this Agreement, is not relying upon, any statements, representations or warranties whatsoever made by or enforceable against Seller relating to the condition, operations, dimensions, descriptions, soil condition, other environmental condition, suitability, availability of utilities, compliance or lack of compliance with any Environmental Law (defined in Section 7.3A) or other state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in Section 8.1, Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained in connection with this Agreement the services, opinions or work product of surveyors, architects, engineers, attorneys, Escrow Agent, Title Insurer, governmental authorities or any other person or entity

with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

7.3 Environmental Matters.

A. Buyer's Representations and Release of Seller. Except for the express representations and warranties of Seller set forth in this Agreement, Buyer shall rely solely upon its own inspection of the Property in determining the Property's physical and environmental condition, and the Property's suitability for Buyer's particular purpose(s), and shall have the right to review all reports, documents and studies described in Sections 4.1.C and 4.1.D. Except for damages arising from the express representations and warranties of Seller set forth in this Agreement, Buyer waives its right to recover, and hereby releases, Seller, its officers, affiliated agencies, employees, agents and affiliates of any of them (collectively, "Seller's Related Parties") from any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown or foreseen or unforeseen, which may arise from or be related to: (i) the physical condition of the Property; (ii) the Property's suitability, usability, or developability for Buyer's particular purpose(s); and (iii) the Property's compliance or lack of compliance with and remediation or "clean-up" liabilities arising under any law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), ("CERCLA") the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), ("RCRA") the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Substances Act (Health & Safety Code Sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto (collectively, "Environmental Laws"). Buyer acknowledges, understands, and has read the contents of Section 1542 of the California Civil Code, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR."**

_____
BUYER'S INITIALS

B. Drainage, Erosion Control and Storm Water Pollution Prevention Plans. Buyer shall be responsible for compliance with all state, local and federal governmental and regulatory requirements with respect to drainage, erosion control, the National Pollution Discharge Elimination System ("NPDES") or Storm Water Pollution Prevention Plans ("SWPPP's") on or relating to the Property to the extent such compliance requirements arise after the Close of Escrow.

ARTICLE VIII
REPRESENTATIONS AND WARRANTIES

8.1 Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder, all of which shall below shall survive the Close of Escrow):

A. Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; requisite action has been taken by Seller in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Title Policy and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

E. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Closing. There are no agreements, rights or agreements under which any third person or party has any right or option to purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

F. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

G. Condemnation; Eminent Domain. Seller has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

H. Due Diligence. Seller has delivered to Buyer complete legible copies of the items listed on Exhibit B, if any, attached hereto. The documents delivered by Seller to Buyer are all the material documents concerning the Property that, to Seller's knowledge, are in Seller's possession or under its control.

I. Environmental Laws. Except as disclosed on Exhibit B, to Seller's knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's knowledge, no such written notice has been issued and, to Seller's knowledge, no violation of any Environmental Laws has occurred. Except as disclosed on Exhibit B, to Seller's knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

J. Seller's Exemption from Certain Disclosures. Seller hereby notifies Buyer, and Buyer hereby acknowledges and accepts, that Seller, a governmental entity, is exempt from the disclosure requirements generally applicable to transfers of residential property codified in Article 1.5 (commencing with Section 1102) of Chapter 2, of Title 4, of Part 4, of Division 2, of the California Civil Code. Buyer hereby expressly assumes all risks associated with or arising from the Seller's exemption from such disclosure requirements.

8.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and in the case of C. and D., below, ongoing obligations of Buyer which shall survive the Close of Escrow):

A. Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; all requisite action (corporate, trust, partnership or otherwise) has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

C. Development Requirements. Buyer acknowledges and agrees that Seller executes this Agreement solely in Seller's capacity as property owner, and not in its capacity as municipal body. Nothing contained herein is intended to grant Buyer any entitlements, development approvals, or permits. Buyer shall comply with all applicable building, rehabilitation and development processes and conditions, including without limitation certain obligations to construct and pay for certain public improvements on property located adjacent to the Property.

D. Use Covenant. Buyer warranties, covenants, and agrees that use of the Property shall be governed by a "Declaration of Restrictions and Covenants" in substantially the form attached as Exhibit D, which shall be recorded on the Property as a condition of Closing.

ARTICLE IX
CONDEMNATION, DAMAGE AND DESTRUCTION

9.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer to such extent that it would prevent Buyer's anticipated use of the Property, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Closing Date all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow Agent; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 10.1, terminate this Agreement and Escrow Agent or Seller, as applicable, shall return the Deposit to Buyer, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

9.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Property is materially damaged or destroyed to such an extent that it would prevent Buyer's anticipated use of the Property, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to Buyer and Escrow Agent or Seller, as applicable, shall return to Buyer the Deposit, less one-half (½) of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing and without diminution of the Purchase Price.

ARTICLE X
MISCELLANEOUS

10.1 Assignment. Buyer shall have the right to assign its rights under this Agreement, in whole or in part, without the Seller's prior written consent; provided that Buyer's proposed assignee shall execute a written assignment and assumption agreement in a form reasonably acceptable to Seller, in which such assignee assumes of all of Buyer's obligations under this Agreement. In no event shall any such assignment release Buyer from any obligations or liability under this Agreement.

10.2 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Closing the Affidavit substantially in the form of Exhibit D, certifying the representations and warranties made pursuant to this Section.

10.3 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Deed.

10.4 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next business day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER:	City of Montebello 1600 West Beverly Boulevard Montebello, California 90640 Attn: City Manager Contact: (323) 887-1200 E-mail:_____
With a copy to:	Alvarez-Glasman & Colvin 13181 Crossroads Parkway North Suite 400, West Tower Attn: Arnold M. Alvarez-Glasman, City Attorney Contact: (562) 699-5500 General Counsel to Successor Agency E-mail:_____

BUYER:	Sonic Vet LLC 310 W. Whittier Blvd. Montebello, California 90640 Attn: Managing Member, Christian D. Teague Contact: (310) 749-7603 E-mail: cteague@chevroletofmontebello.com
With a copy to:	Jeffer Mangels Butler & Mitchell LLP 1900 Avenue of the Stars, 7th Floor Los Angeles, California 90067 Attn: David Tabibian, Esq. Contact: (310) 201-3547 E-mail: DTabibian@JMBM.com
Escrow Agent and Title Insurer:	First American Title Insurance Company

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier; provided, however, receipt of the Purchase Price shall only be effective upon actual receipt in the form required under Section 3.4. Either Party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

10.5 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the acquisition of the Property. Each party shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement upon the other, to the end that neither party shall act in any manner to impede the other in performing its obligations under this Agreement. Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

10.6 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow and shall not be merged into or defeated by the execution, delivery or recordation of the Deed given in connection with this Agreement. By consummating the transaction contemplated by this Agreement, Buyer waives its rights under any written disclosures made to Buyer by Seller or any other entity prior to the Closing. If prior to the Closing, Buyer receives notice of any information which indicates that any of Seller's representations and warranties are untrue, Buyer shall promptly notify Seller in writing of such information. If Buyer waives any representation or warranty, then Seller shall have no liability under this Agreement for such representation or warranty to the extent waived. If this Agreement is terminated because of a failure of conditions in Article IV or pursuant to Article X, then neither Buyer nor Seller shall have any liability if any of Buyer's or Seller's representations or warranties are inaccurate, except as set forth in Article VI.

10.7 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing business therein. This Agreement contains the entire agreement between the Parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement shall not be effective between the parties until the date this Agreement is executed and delivered into Escrow by both Seller and Buyer. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. All Exhibits referenced herein are incorporated by this reference in this Agreement. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

10.8 Successors and Assigns. Subject to the restrictions set forth in Section 10.1, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement.

10.9 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

10.10 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

10.11 Counterparts; Telefacsimile Execution. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

10.12 No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Except only for the obligations accruing after the Closing Date or assumed in writing by Buyer, Buyer does not assume or agree to pay, or indemnify Seller or any person or entity against any liability, obligation or expense of Seller or relating to the Property.

10.13 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Closing or termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

"BUYER":	**"SELLER":**
Sonic Vet LLC, a California limited liability company	Successor Agency to the Redevelopment Agency of the City of Montebello, a municipal corporation
By:_____	By: _____
Name: Christian D. Teague	Name: _____
Its: Managing Member	Its: _____
Dated:_____, 2021	Dated: _____, 2021

EXHIBIT A

Legal Description of the Property

The real property is located in the City of Montebello, County of Los Angeles, State of California, and is described as follows:

PARCEL 1:

LOTS 53 AND 54 OF THE TOWN OF NEWMARK, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 25, 26, 27, 28, 29, 30, 32, 34, 49, 50, 51, 52, 55, 56 AND 58 OF THE TOWN OF NEWMARK, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF TEE 20 FOOT WIDE ALLEY LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 32 OF THE TOWN OF NEWMARK TRACT, TO THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET, IN THE CITY OF MONTEBELLO, COUNTY OP LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

THAT PORTION OF. THE 20 FOOT WIDE ALLEY LYING 50 FEET NORTHERLY OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 55 OF THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF THIRD STREET BOUNDED TO THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE), TO THE WEST BY THE WESTERLY RIGHT-OF-WAY LINE OF SAID THIRD STREET, TO THE SOUTH BY THE RIGHT-OF-WAY LINE OF WHITTIER BOULEVARD (80 FEET WIDE), TO THE NORTH

BY THE SOUTHERLY RIGHT-OF-WAY LINE OF A CUL-DE-SAC, LAST SAID LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 32 OF THE TOWN OF NEWMARK TRACT, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 32, SAID LINE IS COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE) NORTH 14° 27' 00" EAST 26.05 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 40 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH' 15° 33' 00" EAST; SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY 14.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 23' 51" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTHWESTERLY ALONG SAID LINE SOUTH 56° 11' 29" WEST 4.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 43 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 10° 27' 07" WEST; THENCE NORTHWESTERLY 17.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 27' 45" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTHWESTERLY ALONG SAID LINE NORTH 11° 49' 31" WEST 4.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 38° 31' 06" WEST; THENCE NORTHWESTERLY AND NORTHEASTERLY 46.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 55' 46" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID THIRD STREET SAID POINT BEING DISTANT 10.69 FEET MORE OR LESS FROM THE NORTHEASTERLY CORNER OF LOT 55 OF THE TOWN OF NEWMARK TRACT.

THE ABOVE MENTIONED THIRD STREET AND WHITTIER BOULEVARD ARE PER THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93. AND 94 OF THE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

THAT PORTION OF THE 20 FOOT WIDE ALLEY LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE TO LOT 55 OF THE TOWN NEWMARK TRACT, SAID LINE IS ALSO KNOWN AS THE WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE), TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 56 OF SAID TRACT, LAST SAID LINE IS ALSO KNOWN AS THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET (60 FEET WIDE), SAID STREETS AND ALLEY PER THE MAP OP THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF THE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

For APN/Parcel ID(s): 6346-022-900; 6346-022-901;6346-023-900;6346-023-901

EXHIBIT B

Documents Attached or Provided by Seller

1. Grant Deed
2. Bill of Sale
3. Assignment and Assumption of Lease
4. Assumption and Assumption of Service Contracts

EXHIBIT C

FORM OF GRANT DEED

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: _____ _____ _____ APNs: 6346-022-900; 6346-022-901; 6346-023-900; 6346-023-901	

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary Transfer Tax is set forth in a separate statement that is not part of the public record.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Successor Agency to the Redevelopment Agency of the City of Montebello, a public entity organized and existing under California Health and Safety Code Sections 34170 *et seq*. ("Grantor"), hereby grants to SONIC VET LLC, a California limited liability company ("Grantee"), all that certain real property located in the County of Los Angeles, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with any and all structures and improvements located thereon.

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance; and

2. The Permitted Exceptions described on Exhibit B, if any, attached hereto and incorporated by reference.

(Signature of Grantor Follows Immediately)

IN WITNESS WHEREOF, this Grant Deed has been executed this __ day of _____, 2021.

GRANTOR:

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, a public entity organized and existing under California Health and Safety Code Sections 34170 *et seq*.

By: _____

Name: Rene Bobadilla

Its: Executive Director

EXHIBIT D

DECLARATION OF RESTRICTIONS AND COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO
1600 West Beverly Boulevard,
Montebello, California 90640
Attn: Community Development Director

(Space above for Recorder's Use Only)
Exempt from filing fees per Gov. Code § 27383

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING REAL PROPERTY

(USE RESTRICTIONS)

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AFFECTING REAL PROPERTY (this "Declaration") is entered into this _____day of _____, 2021 ("Effective Date"), by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO, a public entity established and existing pursuant to California Health and Safety Code section 34170 *et seq.* (the "Agency"), and SONIC VET LLC, a California limited liability company (the "DECLARANT"):

1. PURPOSE

This Agreement is entered into with reference to the following facts and circumstances:

A. Agency is the owner of certain real property located at 310 W. Whittier Blvd., Montebello, California 90640, and more particularly described in the "Legal Description of the Property" attached hereto as Exhibit A, and incorporated herein by this reference ("Property").

B. The Property was purchased by the Declarant from the Agency pursuant to that certain Purchase and Sale Agreement between the Agency and Declarant dated _____, 2021, and this Declaration is entered into to comply with applicable provisions of California law relating to the private purchase of government-owned property, and as additional consideration for the Agency's agreement to sell the Property to Declarant.

C. This Declaration of covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them. The Property and all

parts or parcels of the Property shall be subject to these restrictions which are hereby declared to be for the benefit of all property within Agency's jurisdiction, the Agency, Declarant, and the City of Montebello, and shall pass with the Property and shall bind the respective successors in interest of the Declarant pursuant to the terms hereof.

2. COVENANTS

A. Operating Covenant. From the Effective Date until 12:00 a.m. on [DATE RETIAL LEASE IS SCHEDUELD TO EXPIRE] _____, 20__, Declarant shall use the Property only for new and used motor vehicle sales and leasing, together with related and incidental rentals of motor vehicles, serving, body work, storage, and sale of parts and accessories, and for no other purpose. The foregoing use and operating covenant shall expire on the date set forth in this subsection and thereafter shall be of no further force and effect.

B. Non-Discrimination Covenants.

The Declarant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, disability, age, marital status, national origin or ancestry in the sale, transfer, use, occupancy or enjoyment of the Property.

Declarant, its successors and assigns, shall refrain from restricting the sale or transfer of the Property on the basis of race, color, religion, sex, disability, age, marital status, national origin or ancestry of any person. All such deeds or contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

> In deeds: "The owner herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, disability, age, marital status, national origin or ancestry in the sale, transfer, use, occupancy or enjoyment of the land herein conveyed. The foregoing covenants shall run with the land."
>
> In leases: (b) In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

In contracts: "There shall be no discrimination against or segregation or, any person or group of person on account of race, color, religion, sex, sexual orientation, creed, ancestry, national or ethnic origin, age, family or marital status, handicap or disability, in the sale, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferor himself or herself of any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, subtenants, or vendees of the premises."

The covenants in this subsection shall run with the land in perpetuity.

C. Surplus Land Residential Covenants (Per California Government Code § 54233). If ten (10) or more residential units are developed on the Property, not less than fifteen precent (15%) of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of fifty-five (55) years for rental housing and forty-five (45) years for ownership housing from the effective date hereof. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of65915 of the California Government Code. These requirements in this subsection shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

3. ENFORCEMENT

A. Remedies. Breach of the covenants contained in this Declaration may be abated or remedied by the appropriate legal proceeding as determined by the Agency and /or the City of Montebello available under this Declaration or under the law.

B. Rights of the Agency. As a party to this Declaration, the Agency is entitled to the following rights:

1. The Agency has the right, but not the obligation, to enforce this Declaration in its entirety.

2. Any amendment to the Declaration shall be evidenced in writing and signed by the Agency.

3. The Agency hereby authorizes and assigns rights of enforcement of this Declaration to the City of Montebello, which is deemed to be a beneficiary hereof.

C. Beneficiary. The Agency and City are deemed beneficiaries of the terms and provisions of this Declaration and the covenants herein, both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit this Declaration and the covenants running with the land have been provided. The Agency and /or City shall have the right if the covenants are breached, to exercise all rights and remedies, and to maintain any action or suits at law or in equity or other property proceedings to enforce the curing of such breaches.

D. Cumulative Remedies. The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive. In the event of any breach of the covenants, conditions and restrictions contained in this Declaration, the Agency and/or City, in addition to any other remedies available to the Agency, may institute or prosecute any suit which such Agency or City may consider advisable in order to compel and obtain a decree for specific performance of any obligation under this Declaration.

E. Failure to Enforce. The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter.

4. GENERAL PROVISIONS

A. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in all force and effect.

B. Construction. The provisions of this Declaration shall be liberally construed. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

C. Amendments. This Declaration may only be amended by the written instrument signed by the Agency and shall be recorded.

D. Notice. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by first-class or registered mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States Mail, postage prepaid, addressed as following:

To the Agency: SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF MONTEBELLO and CITY OF MONTEBELLO
ATTN: CITY MANAGER
1600 West Beverly Boulevard,
Montebello, California 90640

To Owner:

E. In the event of a conveyance of the Property, by foreclosure or deed in lieu of foreclosure, to a superior lienholder, or to such lienholder's proper assignee; or in the event of an assignment of the mortgage, said covenants, conditions and restrictions set forth in Section 2 (B) of this Declarant shall continue in full force and effect; but those in Section 2(A) shall terminate and expire.

The Agency and Declarant have caused this instrument to be duly authorized, this _____ day of _____, 2021.

DECLARANT HEREBY ACCEPTS THE PROVISIONS IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

BUYER:

By: _____

Name (Print):

Date: _____

Successor Agency to the Redevelopment Agency of the City of Montebello, a public entity established and existing pursuant to California Health and Safety Code section 34170 *et. seq.*

By: _____

Name: René Bobadilla

Its: Executive Director

Dated: _____

[*Buyer's Signature(s) to be notarized*]

TUCKER APPRAISAL SERVICE CORPORATION
NOBLE R. TUCKER JR., MAI, SRA, AI-GRS

SOUTHERN CALIF. OFFICE - PO BOX 673, MURRIETA, CA 92564-0673 • (951)677-4888 (TEL.) • (951)677-4891 (FAX)

January 24, 2021

Chevrolet of Montebello
Attn: Chris Teague
(310) 749-7603
Email: Cteague@chevroletofmontebello.com

Reference: The subject property consists of Automotive Dealership located at 310 W. Whittier Boulevard, Montebello, Los Angeles County, CA 90640-5324. The property is Identified by Assessor Parcel Number 6346-022-900, 6346-022-901, 6346-023-900, & 6346-023-901. The entire building is 45,211square feet per floorplans, was constructed in 2003/ renovated 2012 per Costar, and the lot size is 2.70 acres or 117,504 Square Feet per Datatree.

Our Job No: File 2020-293

Dear Mr. Teague:

Pursuant to your request and authorization, I/we have conducted the investigations and analyses necessary to form an opinion of the market value of the above-referenced property. The purpose of this Appraisal Report, is to set forth the data, analyses and conclusions relative to our opinion of the following: **Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet** & **Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.**

The intended user is Chevrolet of Montebello & Chris Teague. The intended use is to establish market value for a possible preliminary acquisition. Parties that may receive a copy of the appraisal report do not become intended users unless specified by the Chevrolet of Montebello & Chris Teague at the time of engagement. Any unauthorized use of this report without written permission of the appraiser and any copies of the report without the written permission of the appraiser are unauthorized and the appraiser is not responsible for the use. A true and original copy of the report has the appraiser's logo in color next to his name and signature. The original reports also have a Corporate Embossed Stamp next to the appraiser's name and no copies of this report are permitted without this color emblem and an original embossed stamp. In addition, if the report is sent by e-mail no e-mail copies of the appraisal are to be sent to other parties.

The following Appraisal Report is intended to comply with the reporting requirements as set forth under standards rule 2-2 (a) of the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). It contains detailed discussion of the data, reasoning, and analyses that were used to develop the opinions of value. I/we have completed all three classical approaches to value which are the Cost, Income and the Sales Comparison Approaches.

My/our opinion of the real property value represents cash or cash equivalent terms and addresses real property only. Based on conversations with brokers, a reasonable marketing time for this property is estimated to be 6 to 12 months based on current market conditions and presuming diligent marketing efforts. Our opinion is based on information available as of December 21, 2020 the current date of value. Should significant changes occur, our opinion may be subject to change.

The valuation of the subject property is intended to be a reasonable professional estimate of value based on known data and information as of a specific date in time. It is not intended to represent a guarantee of future resale value or a guarantee of a specific cash flow. The future value of the subject property is expected to fluctuate due to varied, real estate related investment risk factors. These factors may include but are not limited to; project management, changes in competition, general area employment base changes, population changes, inflation and deflation, changes in entitlement, changes in material and labor costs and their availability, etc.

This Appraisal is prepared in accordance with the standards and reporting requirements of the Appraisal Institute, and is subject to the regulated institutions under FIRREA. Furthermore, it conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation.

Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

	"As-Is Market Value of the Leased Fee Estate as of December 21, 2020.
Premise No. 1 As-Is Market Value of the Leased Fee Estate- This represents the buyout of the Master Lease with Ostrom Chevrolet	$ 1,130,000 One Million One Hundred Thirty Thousand Dollars

Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This

is based on a Hypothetical Condition. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

	"As-Is Market Value of the Fee Simple Estate as of December 21, 2020.
Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.	$ 8,300,000 Eight Million Three Hundred Thousand Dollars

A current title report was not reviewed by the appraisers, no contractor inspection report was reviewed by the appraiser, plans were submitted to the appraiser, and no soils or environmental reports were provided to the appraiser. If you have any further questions, please contact Mr. Noble R. Tucker Jr. MAI, SRA, AI-GRS at Tucker Appraisal Service Corporation (951) 677-4888.

Respectfully submitted,

TUCKER APPRAISAL SERVICE CORPORATION

Noble R. Tucker Jr., MAI, SRA, AI-GRS
"Certified General Real Estate Appraiser"
CA State Certification No.: AG001532 Exp 01/31/23

Noble William Tucker
"Trainee Appraiser"
CA Lic. No. 3004502 Exp 05/02/21

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ADDENDA

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Client:	Chevrolet of Montebello & Chris Teague
Intended User & Use:	The intended user is Chevrolet of Montebello & Chris Teague. The intended use is to establish market value for a possible preliminary acquisition. Parties that may receive a copy of the appraisal report do not become intended users unless specified by the Chevrolet of Montebello & Chris Teague at the time of engagement. Any unauthorized use of this report without written permission of the appraiser and any copies of the report without the written permission of the appraiser are unauthorized and the appraiser is not responsible for the use. A true and original copy of the report has the appraiser's logo in color next to his name and signature. The original reports also have a Corporate Embossed Stamp next to the appraiser's name and no copies of this report are permitted without this color emblem and an original embossed stamp. In addition, if the report is sent by e-mail no e-mail copies of the appraisal are to be sent to other parties.
Sale History:	No sales within the previous 3-year history. Subject is not currently listed or for sale.
Our Job No:	File 2020-293
Flood Hazard Information:	The area has been identified by the Federal Emergency Management Agency (FEMA), Federal Insurance Administration Flood Insurance Rate Maps firm as being out of a flood zone. The property is in flood zone X. The map and panel number are 06037C1663F. The map was dated on 09/26/2008. Questions should be directed to Emergency Management Specialist, Southern California Area, Federal Emergency Management Agency, Flood Branch Region 9, the Presidio Building 105, and San Francisco, CA 94129. The phone number is (800) 358-9616.
Property Location:	The subject property consists of Automotive Dealership located at 310 W. Whittier Boulevard, Montebello, Los Angeles County, CA 90640-5324. The property is Identified by Assessor Parcel Numbers 6346-022-900, 6346-022-901,

6346-023-900, & 6346-023-901. The entire building is 45,211 square feet per building floorplans, was constructed in 2003/2012 per Costar, and the lot size is 2.70 acres or 117,504 Square Feet per Costar.

The subject is an auto dealership and auto repair property with one building containing 45,211 square feet. There are 8,377 square-feet (excluded from GBA) of various ancillary covered display areas, canopies, overhangs, car ramp, and stairs. There are parking areas throughout the site. The building also features roof-top parking accessible by a large vehicle ramp on the west side of the building. There is internal building access to the roof-top parking lot via a pedestrian elevator and stairwell.

The building features a showroom area with a waiting area, perimeter private offices, sales offices, and a set of men's and women's restrooms. There is also service garage area with 36 service stations, floor drains and good clear height. The rear portion of the building is service area with good utility. There is a dedicated parts area utilized for parts storage. The design is considered overall functional. Please, refer the attached site plan and subject photographs for the layout of the building improvements on the site.

Property Estate Appraised: Leased Fee Estate-Premise No. 1 & Fee Simple - Premise No. 2.

Alquist/Priolo Earthquake Study Zone: The subject is not located within a FAULT ZONE and an Alquist-Priolo Special Studies Zone according to the County's engineering department and the County map.

Census Tract: 530101

Zoning: C-2 General Commercial Zone -The C-2 zone is established to provide for business centers in areas where a wide range of retail sales and service establishments are needed to accommodate the surrounding community.

Legal & Conforming Use: Legal and conforming use.

Date of Value:	The purpose of this Appraisal Report, is to set forth the data, analyses and conclusions relative to our opinion of the following: **Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet** & **Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.**
Date of Appraisal Report:	January 24, 2021
Actual Age:	2003/ Renovated 2012
Effective Age:	25 Years
Remaining Economic Life:	20 Years
Marketing Period:	Estimated at 6-12 Months assuming diligent marketing efforts and at a market derived asking price.
Exposure Time:	Estimated at 6-12 Months
Owner:	Redevelopment Agency of Montebello City

Final Value Indicators

Approach	Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet	Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.
Sales Comparison Approach	Not Applied	Not Applied
Income Approach	$ 1,160,000	$8,300,000
Cost Approach	Not Applied	Not Applied
Conclusion	$ 1,160,000	$ 8,300,000

Note: The Sales Comparison and Cost Approach were utilized in the forthcoming report The concluded values in these approaches represent the As-Is Fee Simple Market Value based on the subject being unencumbered by a lease. These values were utilized in the forthcoming Income Approach as support for the reversionary value in Premise No. 2 DCF. This value is based on a Hypothetical Condition that the property is not encumbered by any leases.

Approach	As-Is Market Value of the Fee Simple Estate Unencumbered by any leases (Hypothetical Condition).
Sales Comparison Approach	$11,000,000
Income Approach	Not Applied
Cost Approach	$10,840,000
Conclusion	$ 11,000,000

ASSUMPTIONS & LIMITING CONDITIONS

The Analyses and opinions set forth in this Appraisal are subject to the following assumptions and limiting conditions:

1. No responsibility is assumed by us for matters which are legal in nature. A title report was requested from the lender, Chevrolet of Montebello but was not received. No opinion of title is rendered, and the property is appraised as though free of all liens, easements, encroachments and encumbrances, and the title is assumed to be marketable. No survey of the boundaries of the property was undertaken by us. All areas and dimensions furnished are presumed to be correct.

2. An on-site inspection indicates that the subject appears to have normal utility easements.

3. I/we assume that there are no adverse liens, easements or encroachments or other items affecting the value of the property. None were noted at the time of inspection. Furthermore, no responsibility is assumed by us for matters which are legal in nature. No opinion of title is rendered, and the property is appraised as though free of all encumbrances, liens, encroachments, and easements and the title is assumed to be marketable. No survey of the boundaries of the property was undertaken by us. All areas and dimensions furnished to us are presumed to be correct.

4. No soils report was provided for our review. We assume that there are no soils conditions that adversely affect the value of the subject. None were observed upon inspection.

5. Information contained in this Appraisal has been gathered from sources that are believed to be reliable, and, where feasible, has been verified. No responsibility is assumed for the accuracy of information supplied by others.

6. I/we assume no responsibility for economic or physical factors occurring subsequent to the date of value that affect the opinions stated herein.

7. I/we reserve the right to make such adjustments to the valuation herein reported as may be required by the consideration of additional data or more credible data that may become available.

8. Forecasts of future events that influence the valuation process are predicated on the continuation of historic and current trends in the market.

9. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

10. No engineering survey has been made. Except as specifically stated, data relative to sizes, square footage, and areas were taken from onsite measurements by the appraisers and from sources considered reliable. Should a future engineering study reveal sizes substantially different from those used herein, we reserve the right to adjust our opinion of value accordingly.

11. Maps, plats and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the appraisal. They should not be considered as surveys nor relied upon for any other purpose, nor should they be removed from, reproduced, or used apart from this report.

12. No opinion is expressed as to the value of sub-surface oil, gas, or mineral rights, or whether the property is subject to surface entry for the exploration or removal of such materials except as is expressly stated.

13. No opinion is intended to be expressed on matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers.

14. Your appraisers have inspected, as far as possible, by observation the land and improvements thereon; however, it was impossible to personally inspect all of the improvements or hidden structural and mechanical components within the improvements; therefore, no representations are made as to these matters unless specifically considered in the appraisal.

15. I/we shall not be required, by reason of this appraisal, to give testimony or to be in attendance in court or any governmental or other hearing in reference to the subject property without prior arrangements having first been made with the appraiser relative to such additional employment.

16. The Bylaws and Regulations of the Appraisal Institute require each member and or candidate to control the use and distribution of each appraisal by such member or candidate. Therefore, except as may hereinafter be provided, the party for whom this appraisal was prepared may distribute copies of this appraisal, in its entirety, to such third parties as may be selected by the party for whom this Appraisal was prepared; however, selected portions of this Appraisal shall not be given to third parties without the prior written consent of the signatories of this appraisal.

17. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraisers' or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media for public or private communication without the written consent and approval of the signatories of this appraisal, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraisers is connected, or

any reference to the Appraisal Institute, and the MAI, SRA, or AI-GRS designation. Furthermore, this report is for the sole use of our client. Further, the appraisers or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting condition of the assignment.

18. It is assumed that there are no deed restrictions to a single use of the subject. The presence of such restrictions could adversely impact site value.

19. Consideration has not been given in this Appraisal to personal property (if any) located on the site; this has been separated from the real estate in our analysis. This Appraisal excludes the value of any items of an historical, archaeological or biological nature.

20. This property does not appear to be in a wetlands area. If this should be found to be untrue or different at a later date, we reserve the right to change our report accordingly.

21. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Considering the subject property was built in 1957 it is assumed that the subject will be conforming in certain aspects of the ADA requirements. We have not made a specific compliance survey and analysis of the plans to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that the compliance survey of the plans, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of ADA in estimating the value of the property. Should the subject be later found to require work to bring it in conformity with ADA, we reserve the right to adjust our estimated values stated herein for the subject property accordingly.

22. It is assumed that there are no hidden or unapparent conditions or substances in the structure, soil or subsoil that may be hazardous or toxic, including, but not limited to, asbestos. We are not qualified to detect substances such as asbestos, P.C.B.'s, radon, ground contamination, etc. Further, we are not responsible for arranging any engineering or research studies that may be necessary to detect such conditions or substances.

23. In accordance with the Fair Housing Amendments Act, it is illegal for an appraiser(s) to discriminate against any person because of race, religion, sex, hardship, family status, or national origin. This Appraisal complies with all rules and regulations prohibiting discrimination on the basis of race, color, religion, sex, nation origin, and marital status.

24. The Appraisal report was prepared in conformance with the Graham, Leech, Bliley Act.

EXTRAORDINARY ASSUMPTIONS

Any portions of the property we were not able to inspect are assumed to be in similar condition to those areas of the property, which were inspected.

The appraiser has made an extraordinary assumption that the items above are correct. If they are found to be different, the appraiser reserves the right to alter his opinion of value.

HYPOTHETICAL CONDITIONS

A hypothetical condition, which is defined in the Dictionary of Real Estate Appraisal as "That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if: use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; use of the hypothetical condition results in a credible analysis; and the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.

Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.

Note: The Sales Comparison and Cost Approach were utilized in the forthcoming report The concluded values in these approaches represent the As-Is Fee Simple Market Value based on the subject being unencumbered by a lease. These values were utilized in the forthcoming Income Approach as support for the reversionary value in Premise No. 2. This value is based on a Hypothetical Condition that the property is not encumbered by any leases.

CERTIFICATION

Per Standards Rule 2-3, and FIRREA

I, the undersigned, certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.

- the reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are our personal, unbiased professional analyses, opinions and conclusions.

- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report, such as the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. Furthermore, the Appraisal assignment was not based on a requested minimum valuation, a specific valuation or the approval of a loan.

- My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Uniform Standards of Professional Appraisal Practice, USPAP, as published in the Appraisal Foundation, and the federal financial regulating agencies.

- Noble R. Tucker Jr., MAI, SRA, AI-GRS has made a personal interior and exterior inspection of the property that is the subject of this report and have considered pertinent facts affecting the value thereof. Noble William Tucker has made a personal interior and exterior inspection of the property that is the subject of this report and have considered pertinent facts affecting the value thereof.

- Market data pertaining to the Final Value Estimates has been accumulated from various sources and where possible, examined and verified as to details, motivation and validity.

- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- The Appraisal Institute conducts a program of continuing professional education for its designated members. Noble R. Tucker Jr., MAI, SRA, AI-GRS is currently certified under the continuing education program of the Appraisal Institute. Noble R. Tucker Jr., MAI, SRA, AI-GRS holds a Certified General Real Estate Appraiser certificate from the State of California Office of Real Estate Appraisers.

- I am competent to perform this Appraisal assignment by virtue of previous experience with similar assignments and/or appropriate research and education regarding the specific property type being appraised. Qualifications are attached.

- I / we have not performed an appraisal or other real estate related services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

- As of the date of this report, I Noble R. Tucker Jr. MAI, SRA, AI-GRS has completed the continuing education program for Designated Members of the Appraisal Institute.

- Client agrees to hold Appraiser harmless from any liability arising out of or relative to the appraisal produced pursuant to this Agreement in excess of the actual amount paid for such appraisal (i.e. Appraiser's liability under the terms of this Agreement and to persons relying upon the appraisal produced pursuant hereto shall by Client be limited to the actual fee paid for the appraisal provided as provided for herein above)

Appraisal Institute
MAI SRA
AI-GRS

TUCKER APPRAISAL SERVICE CORPORATION





Noble R. Tucker Jr., MAI, SRA, AI-GRS
"Certified General Real Estate Appraiser"
Calif. State Certification No.: AG001532
Expiration Date: January 31, 2023

Noble William Tucker
"Trainee Appraiser"
California License No. 3004502
Expiration Date: May 2, 2021

INTRODUCTION

Purpose

The purpose of this Appraisal Report, is to set forth the data, analyses and conclusions relative to our opinion of the following: **Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet** & **Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.**

Intended User and Use of the Report

The intended user is Chevrolet of Montebello & Chris Teague. The intended use is to establish market value for a possible preliminary acquisition. Parties that may receive a copy of the appraisal report do not become intended users unless specified by the Chevrolet of Montebello & Chris Teague at the time of engagement. Any unauthorized use of this report without written permission of the appraiser and any copies of the report without the written permission of the appraiser are unauthorized and the appraiser is not responsible for the use. A true and original copy of the report has the appraiser's logo in color next to his name and signature. The original reports also have a Corporate Embossed Stamp next to the appraiser's name and no copies of this report are permitted without this color emblem and an original embossed stamp. In addition, if the report is sent by e-mail no e-mail copies of the appraisal are to be sent to other parties.

Date of Valuation/Date of Report/Date of Inspection

The opinion expressed in this report is stated as of December 21, 2020. The date of property inspection was December 21, 2020. The date of this report is January 24, 2021. The date of signature is January 24, 2021.

Interest Appraised

The real estate portion of this report pertains to a valuation of the Leased Fee Estate (Premise No.1) and Fee Simple (Premise No. 2). Only the real estate interest is appraised herein. The valuations presented are based on and explicitly assume a total transfer of these interest of the real estate described. A full transfer of these interests would not necessarily be a direct multiple in value of a fractional transfer.

Leased Fee Estate Defined

The term "Leased Fee"[1] is defined as:

> "A property held in fee with the right of use and occupancy conveyed by lease to others. A property consisting of the right to receive ground rentals over a period of time, plus the right of ultimate repossession at the termination of the lease."

Market Value Defined

The term "market value"[2] is defined as follows:

> *The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of specified date and the passing of title from seller to buyer under conditions whereby:*
>
> *a. buyer and seller are typically motivated;*
>
> *b. both parties are well informed or well advised, and each acting in what they consider their own best interest;*
>
> *c. a reasonable time is allowed for exposure in the open market;*
>
> *d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
>
> *e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.*

The market value estimate in this appraisal is based on all cash to the seller transaction.

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[1] *The Dictionary of Real Estate Edition, 3rd Edition, The Appraisal Institute 1993 (page 204)*

2) Office of the Comptroller of the Currency under 12 CFR Part 34, subpart C-Appraisals, 34.42 Definitions [f].

Prospective Market Value

Prospective market value is "a forecast of the value expected at a specified date. A prospective value estimate is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written."[3]

Highest and Best Use Defined

"Highest and Best Use"[4] is an appraisal concept which has been defined as follows:

> *That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.*

Trade Fixtures & Fixtures

According to the *Dictionary of Real Estate Appraisal*, a trade fixture, also called a chattel fixture, is "an article that is owned and attached to a rented space or building by a tenant and utilized in conducting business. Trade fixtures are not real estate endowed with the rights of real property ownership. They are personal property regardless of how they are affixed. Some examples of trade fixtures are restaurant booths, gasoline station pumps, and storage tanks. A trade fixture can sometimes be removed by the tenant when the lease expires. To decide whether an item is personal property or a fixture, and therefore part of the real estate, courts often use the following criteria:

1. *Manner item is affixed. Generally, an item is considered personal property if it can be removed without serious injury to the real estate itself.*

2. *The character of the item and it's adaption to the real estate. Items that are not specifically constructed for use in a particular building or installed to carry out the purpose for which the building was erected are generally considered permanent parts of the building.*

3. *The intention of the party who attached the item. Frequently, the terms of the lease reveal whether the item is permanent or is to be removed at some future time."*

A fixture, according to the *Dictionary of Real Estate Appraisal*, "is an article that was once personal property, but has since been installed or attached to the land or building in a rather permanent

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7) *The Dictionary of Real Estate Appraisal*, Third Edition (Chicago: Appraisal Institute, 1993), p. 283.

3) Real Estate Appraisal Terminology, Byrl N. Boyce, Ph.D., Ed., Ballinger Publishing Company, Cambridge, Massachusetts, 1981.

nature; it is regarded in law as part of the real estate."

Real Estate vs. Real Property

Real Estate is defined in the *Dictionary of Real Estate Appraisal* as "the physical land and appurtenances affixed to the land, e.g. structures." This includes land, site, trees, and structures. Real Property is defined as "all interests, benefits, and rights inherited in the ownership of physical real estate.

Legal Description

No title report was submitted to the appraisers. The subject property consists of Automotive Dealership located at 310 W. Whittier Boulevard, Montebello, Los Angeles County, CA 90640-5324. The property is Identified by Assessor Parcel Numbers 6346-022-900, 6346-022-901, 6346-023-900, & 6346-023-901. Please see the legal description on the forthcoming pages.

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EXHIBIT 'A'

File No.: **NCS-386121-SA1 (PBKM)** **04/16/2009**
Property: **310 West Whittier Boulevard, Montebello, CA**

PARCEL 1:

LOTS 53 AND 54 OF THE TOWN OF NEWMARK, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 25, 26, 27, 28, 29, 30, 32, 34, 49, 50, 51, 52, 55, 56 AND 58 OF THE TOWN OF NEWMARK, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF THE 20 FOOT WIDE ALLEY LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 32 OF THE TOWN OF NEWMARK TRACT, TO THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

THAT PORTION OF THE 20 FOOT WIDE ALLEY LYING 50 FEET NORTHERLY OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 55 OF THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF THIRD STREET BOUNDED TO THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE), TO THE WEST BY THE WESTERLY RIGHT-OF-WAY LINE OF SAID THIRD STREET, TO THE SOUTH BY THE NORTHERLY RIGHT-OF-WAY LINE OF WHITTIER BOULEVARD (80 FEET WIDE), TO THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF A CUL-DE-SAC, LAST SAID LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Initials: _____ _____

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First American Title Insurance Company National Commercial Services

File No.: NCS-386121-SA1 (PBKM)

Date: 04/16/2009

BEGINNING AT THE SOUTHWEST CORNER OF LOT 32 OF THE TOWN OF NEWMARK TRACT, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 32, SAID LINE IS COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE) NORTH 14° 27' 00" EAST 26.05 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 40 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 15° 33' 00" EAST; SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY 14.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 23' 51" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTHWESTERLY ALONG SAID LINE SOUTH 56° 11' 29" WEST 4.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 43 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 10° 27' 07" WEST; THENCE NORTHWESTERLY 17.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 27' 45" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTHWESTERLY ALONG SAID LINE NORTH 11° 49' 31" WEST 4.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 38° 31' 06" WEST; THENCE NORTHWESTERLY AND NORTHEASTERLY 46.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 55' 46" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID THIRD STREET SAID POINT BEING DISTANT 10.69 FEET MORE OR LESS FROM THE NORTHEASTERLY CORNER OF LOT 55 OF THE TOWN OF NEWMARK TRACT.

THE ABOVE MENTIONED THIRD STREET AND WHITTIER BOULEVARD ARE PER THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF THE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

THAT PORTION OF THE 20 FOOT WIDE ALLEY LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE TO LOT 55 OF THE TOWN OF NEWMARK TRACT, SAID LINE IS ALSO KNOWN AS THE WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE), TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 56 OF SAID TRACT, LAST SAID LINE IS ALSO KNOWN AS THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET (60 FEET WIDE), SAID STREETS AND ALLEY PER THE MAP OF THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF THE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
A.P.N. 6346-022-030

Owner

Redevelopment Agency of Montebello City

Subject Property History

No sales within the previous 3-year history. Subject is not currently listed or for sale. The property is currently 100% occupied by Montebello Auto Group (dba Chevrolet of Montebello). As noted, this tenant is the sub-tenant to the underlying master ground lease with the City. The Master tenant is Ostrom Chevrolet. There is also a T-Mobile cell tower lease, the rent to which ultimately goes

back to the landlord i.e., the Redevelopment Agency of the City of Montebello. See Valuation section for greater detail.

Scope of the Appraisal

The appraisal process is a systematic procedure employed to provide the answer to a client's question about real property value. The professional typically employs one or more of three generally accepted appraisal techniques. These approaches to value are commonly known as the Cost Approach, the Income Approach, and the Direct Sales Comparison Approach. In undertaking the three approaches to value, the appraiser collects and carefully verifies details of comparable market data, which include land sales, building costs, rental rates, operating expenses, comparable improved sales, and supply and demand factors. Conclusions derived from the analysis are intended to reflect the perspective of a disinterested third party. The data presented in the report were collected from the following sources:

Land sales from multiple listing service data, agents, Costar, the County Assessor Records and DataQuick were researched for two years prior to the date of appraisal, with the most recent sales given the most weight.

Improved sales from agents in the area, multiple listing services, County Assessor Records, and DataQuick were researched for two years prior to the date of appraisal, with the most recent improved sales given the most weight.

Subject property data from Axiom/Dataquick Information Services and from the Multiple Listing Service. In addition, data were provided by the client and the owner/user/tenant of the property.

General market data were derived from the City Chamber of Commerce, the Greater Chamber of Commerce, the City Planning Departments, as well as from in-depth discussions with local commercial real estate brokers.

I/we personally confirmed all of the data used in the comparable sales presented in the following sections of this report. In those instances where we were unable to confirm the data with either the parties to the transaction (buyer, seller, or broker) we have noted this in the appraisal. In researching the market, we a minimum of three comparable sales within the local competitive area.

Mr. Noble R. Tucker Jr., MAI, SRA, AI-GRS conducted an onsite visual inspection (interior and exterior) of the property and Noble William Tucker conducted an on-site interior and exterior inspection on the date of appraisal inspection. The size of the building was determined by tape measuring the property & building floorplans. I/we were unable to find the boundary beacons for the subject site. Therefore, we were not able to measure the extent of the subject land and have relied on public records and data provided to us by the client in determining the overall site

dimensions.

The following Appraisal Report is intended to comply with the reporting requirements as set forth under standards rule 2-2 (a) of the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). It contains detailed discussion of the data, reasoning, and analyses that were used to develop the opinions of value. I/we have completed all three classical approaches to value which are the Cost, Income and the Sales Comparison Approaches.

The forthcoming outlines the steps in our appraisal process.

Receipt of the appraisal engagement letter from the client.

Defined the appraisal problem - step 1

Contacted the property representative and arranged for an inspection

The site inspection was conducted with an interior & exterior inspection

I/we took the site area from plat maps and maps submitted by the client.

I/we took photographs of the interior and the interior and exterior of the subject property.

Obtained the data submitted by the owner and Realquest, City and County offices

Requested and did not receive a title report.

Requested historical operating income and expense statements and received them.

Drove the subject site and surrounding neighborhood

Reviewed development trends and new projects in the area.

Contacted the planning department regarding the current zoning, land use, flood maps, earthquake maps, etc. and any zone changes in process. In addition, we contacted other departments at the city or county.

Researched sale and listing data in the area. Database searches included Costar, Costar Properties, Loopnet, Dataquick, multiple listing services, Interflood, as well as broker interviews in the market.

Researched the sales and listings in the subject market, pulled aerial photographs, plat maps, and then drove the comparable sales transactions.

Pulled improved sales, rental data, sales and lease trends, and cap rate data in the area of commercial and income producing product and retained full data sheets in our files.

Some of the comparable photographs utilized are maintained in my/our files and database and I/we have copyrights to these photographs.

Some photos of comparable sales or rentals were from Costar or Costar properties and we are a licensed copyright user. These were utilized as people may have been in the photographs which we took and some lenders do not allow people in the photographs.

Documented the findings in this appraisal report.

Reviewed the appraisal report

Reviewed the approaches utilized and concluded the appraisal with an "opinion of value"

Printed hard-copies of the appraisal report and a PDF copy of the appraisal report

Competency and Compliance Provision

I/we are aware of the compliance and competency provisions of USPAP, and within my/our understanding of those provisions, the author of this report complies with all mandatory requirements. Noble R. Tucker Jr., MAI, SRA, AI-GRS, Certified General Appraiser, conducted the primary research, analysis, and writing of this appraisal report. Noble William Tucker, Appraiser Trainee, provided professional assistance in all aspects of the appraisal report under the supervision of Noble R. Tucker Jr., MAI, SRA, AI-GRS.

Noble R. Tucker Jr., MAI, SRA, AI-GRS has appraised numerous properties of this type and is competent to perform an assignment of this nature.

LOS ANGELES COUNTY



This section of the report will examine the regional trends that influence value, which are manifested in the similar characteristics of properties in a region, are summarized in the forthcoming analysis. The four forces are Social, Economic, Governmental, and Environmental.

SOCIAL FORCES

The subject property is located within Los Angeles County and is part of a larger five county Los Angeles Metropolitan Area (L.A.M.A.), which in addition to Los Angeles County includes the counties of Orange, Riverside, San Bernardino, and Ventura. One of the most notable features of the Los Angeles Metropolitan Area is the size of its 4th largest economy. L.A.M.A.'s immense regional economy, characterized by its dynamism, diversity and strength, serves and is in turn powered by the second largest population in the United States of America.

Population

As of 2020, the County of Los Angeles (metropolitan area) had a population of approximately 10,173,432 residents. This information was obtained from the Site to do Business. The county grew from 9,818,605 in 2010 and is expected to grow to 10,311,054 in 2025. Please see the table below.

esri

Demographic and Income Profile

Los Angeles County, CA 13
Los Angeles County, CA (06037)
Geography: County

Prepared by Esri

Summary	Census 2010	2020	2025
Population	9,818,605	10,173,432	10,311,054
Households	3,241,204	3,338,199	3,377,828
Families	2,194,080	2,256,030	2,281,881
Average Household Size	2.98	2.99	3.00
Owner Occupied Housing Units	1,544,749	1,501,555	1,525,302
Renter Occupied Housing Units	1,696,455	1,836,644	1,852,526
Median Age	34.8	36.0	37.3

Trends: 2020-2025 Annual Rate	Area	State	National
Population	0.27%	0.55%	0.72%
Households	0.24%	0.50%	0.72%
Families	0.23%	0.50%	0.64%
Owner HHs	0.31%	0.65%	0.72%
Median Household Income	2.14%	1.81%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	339,303	10.2%	307,845	9.1%
$15,000 - $24,999	262,115	7.9%	233,881	6.9%
$25,000 - $34,999	252,015	7.5%	228,548	6.8%
$35,000 - $49,999	364,426	10.9%	340,427	10.1%
$50,000 - $74,999	535,138	16.0%	522,238	15.5%
$75,000 - $99,999	413,028	12.4%	421,191	12.5%
$100,000 - $149,999	546,496	16.4%	585,627	17.3%
$150,000 - $199,999	266,049	8.0%	307,483	9.1%
$200,000+	359,553	10.8%	430,512	12.7%
Median Household Income	$69,795		$77,588	
Average Household Income	$101,935		$114,742	
Per Capita Income	$33,527		$37,666	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	645,793	6.6%	617,893	6.1%	623,679	6.0%
5 - 9	633,690	6.5%	626,936	6.2%	594,916	5.8%
10 - 14	678,845	6.9%	638,644	6.3%	620,803	6.0%
15 - 19	753,630	7.7%	657,415	6.5%	625,889	6.1%
20 - 24	752,788	7.7%	749,201	7.4%	687,518	6.7%
25 - 34	1,475,731	15.0%	1,654,223	16.3%	1,646,967	16.0%
35 - 44	1,430,326	14.6%	1,368,531	13.5%	1,495,677	14.5%
45 - 54	1,368,947	13.9%	1,290,076	12.7%	1,247,280	12.1%
55 - 64	1,013,156	10.3%	1,182,618	11.6%	1,180,515	11.4%
65 - 74	568,470	5.8%	810,407	8.0%	905,872	8.8%
75 - 84	345,603	3.5%	401,651	3.9%	494,208	4.8%
85+	151,626	1.5%	175,837	1.7%	187,730	1.8%

Education

Within Los Angeles County there are a host of local school districts. Some local districts have very good results with SAT scores well above the California average. There are also innovations being tried to improve the quality of education, including "Charter Schools".

In higher and special education, the county area excels. There are campuses of the University of California; the California State system, and a myriad of private institutions such as Cal Tech, The

Claremont Colleges, Loyola Marymount University, The University of Southern California, and a vast community college network.

In addition, there are many other educational specialty schools including a hotel school at Cal Poly Pomona, the Hose Ear Institute, the Art Center College of Design in Pasadena, the Fashion Institute of Design and Merchandising, and the Los Angeles Technical Trade Institute to name a few.

One of the unrecognized assets of the five-county area is the creative and technical training available in a variety of disciplines.

Cost of Living

The Los Angeles area has the reputation of being a high cost place in which to live. However, the ACCRA "Comparative Cost of Living Survey" indicates that for a large urban area, Los Angeles is a bargain. In the latest survey, Los Angeles ranks seventh in the nation. Another measure of cost is home prices, and according to data gathered by the *National Association of Realtors*, Los Angeles ranks sixth in this measure.

Public Safety

Another issue is public safety and media coverage might unfortunately convey the message that the Los Angeles area is unsafe. However, according to the Uniform Crime Report, published annually by the Federal Bureau of Investigation (FBI), the city of Los Angeles ranks 23rd on the national crime index.

Culture

Within the county area there is a wide array of fine and performing arts such as the Getty Museum in West Los Angeles, the Los Angeles County Museum of Contemporary Art, the Huntington Library, the Norton Simon Museum, and the Long Beach Museum of Art.

There are also numerous performing arts centers within the county and expanded region with the well-known Music Center complex in downtown Los Angeles-home to the Oscars. In addition, performing arts centers in Thousand Oaks (Ventura County), Ontario (San Bernardino County), the Orange County Performing Arts Center in Costa Mesa, and smaller centers in the region.

Recreation and Sports

Given the area's geography, there are many things to do in Southern California. There are approximately 117 golf courses in Los Angeles County. In addition, there are miles of beaches, fishing, surfing, sailing, mountain sports, hiking, camping, skiing, and biking are available.

There are professional sports in the area including two basketball teams (The Clippers and the Lakers), a baseball team (the Dodgers), an ice hockey team (the Los Angeles Kings), and soccer (LA Galaxy). There are also other professional major and minor league teams in the county and outlying areas. Currently there is no professional football in the area, other than the LA Rams and Chargers, however the football programs at USC and UCLA provide a lot of excitement and color.

Healthcare

The healthcare services sector should hold its own this year. The new 600-bed L.A. County- USC hospital is finally open for patients. Other area hospitals are engaged in building programs to meet stricter earthquake standards and to accommodate new patient handling techniques. Good hospitals attract excellent physicians, and L.A. County has some of the best. This industry reliably generates jobs year in and year out.

ECONOMIC FORCES

Employment and Industry

Within Los Angeles County, there is a work-force of 4,658,953 and 51.4% of workers age 16 and over work in the services industry, followed by manufacturing ag 10.45, and then retail trade at 10.1%.

EMPLOYED POPULATION 16+ BY INDUSTRY	2017
Total	4,658,953
Agriculture/Mining	0.5%
Construction	5.5%
Manufacturing	10.4%
Wholesale Trade	3.5%
Retail Trade	10.1%
Transportation/Utilities	5.3%
Information	4.0%
Finance/Insurance/Real Estate	6.1%
Services	51.4%
Public Administration	3.0%

Of the 4,658,953 employed workers, 59.8% are in the White-Collar Sector, 19.4% in Services, and 20.8% in the Blue-Collar Sector.

EMPLOYED POPULATION 16+ BY OCCUPATION	2017
Total	4,658,953
White Collar	59.8%
Management/Business/Financial	14.1%
Professional	21.8%
Sales	10.6%
Administrative Support	13.3%
Services	19.4%
Blue Collar	20.8%
Farming/Forestry/Fishing	0.4%
Construction/Extraction	4.9%
Installation/Maintenance/Repair	2.5%
Production	6.4%
Transportation/Material Moving	6.6%

Along with a stronger employment outlook, total personal income and per capita income are expected to post stronger gains this year and next. Consumer spending as measured by total taxable sales is also on the rise. This means local governments will see an increase in sales and use tax revenues.

Population growth is expected to slow this year and next. Most of the recent population growth in Los Angeles County has been the result of natural increase (births outnumbering deaths). A lack of affordable housing units for low and middle-income households is one factor holding population growth in check.

Although still not fully recovered, the housing market in Los Angeles has improved – median prices have risen on a year-over-year basis since the third quarter of 2015 and new home construction has picked up, most notably in the multi-family and rental sector. As with the rest of Southern California, the return to "normal" for the region's housing market will take a number of years.

The entertainment industry is a cornerstone of the Los Angeles economy. At its core is motion picture and video production. The ripple effects of activity in the entertainment sector are wide ranging. When a movie is filmed, actors, costume designers and special effects creators are employed, but so are persons working in industries as dissimilar as catering, security and transportation. The entertainment industry also has strong linkages to other local industries. Examples include licensing agreements with local toy companies and video game developers; the showcasing of L.A.'s fashion designers at Hollywood red carpet events; and collaboration with the

region's technology innovators - most famously JPL, the originator of computer generated imagery (CGI).

During the first seven months of 2014, employment in the motion picture and sound recording industry (the largest component of the entertainment sector) averaged 128,000 workers, which was up by 7.2% (nearly 8,600 jobs) over the same period last year, bucking the national trend of job losses. More substantial jobs gains over the coming years may be realized from the expansion of the California Film Tax Credit. There has been a steady rise in local production since the end of the recession. In 2013, total production days (including film, TV, commercials and other categories of video) increased by 11.7% to 51,670 days. Over the first half of 2014, permitted production days were up by 7.5% compared with the same period in 2013.

As America's gateway to Asia, international trade plays an important role in the Los Angeles economy. Thousands of jobs in the region depend on the flow of goods in and out of the San Pedro Bay ports. Two-way trade through the Los Angeles Customs District hit a record-setting volume of $414.5 billion in 2013 and is forecast to reach $423.4 billion this year and $442.2 billion in 2015. The increase in two- way trade will bring additional jobs in logistics, goods movement, wholesaling and distribution. The long-term prospects for international trade are promising. The region's major trading partners are growing and domestic demand is on the rise; public and private entities are investing heavily in trade-related infrastructure and important new trade agreements in place or currently being negotiated, have the potential to increase employment in the region and generate new wealth.

In terms of employment, the professional services super-sector is the second largest in Los Angeles County with over 590,000 workers in 2013. It is also one of the fastest growing, offering jobs across a wide range of skill and income levels. There are three major subsectors in this group: professional, scientific and technical services; management of enterprises; and administrative, support and waste services. All three have posted significant year-to-date (through July) employment gains.

Professional, scientific and technical services include legal, accounting, architecture, computer systems design, consulting, research and advertising. Over the first seven months of this year, employment averaged 282,200 workers, an increase of 3.3% over the same period a year ago. Management of enterprises, which encompasses corporate headquarters, experienced a 3.8% jump in employment (to 59,600 workers) over the same period.

The largest increase in job counts was in the administrative, support and waste services sector. Average monthly employment during the first seven months of 2014 was 265,700 workers, an increase of 6.0% compared with the same period in 2013. Most of the growth in this subsector was attributable to a 7.5% increase in jobs at employment services firms (temporary agencies), which accounts for nearly 40% of total job counts in administrative, support and waste services. The continuing growth of temporary jobs is an indication that some employers are still reluctant to take on full time employees. In other cases, employers have found that for certain positions, there is more flexibility and lower costs associated with taking on a "temp".

Housing

The average home price in Los Angeles County is $777,612 with a median home value of $635,043. There are 42.0% owner occupied units, 51.4% renter occupied units, and 6.5% vacant.

esri

Housing Profile

Los Angeles County, CA 13
Los Angeles County, CA (06037)
Geography: County

Prepared by Esri

Population		Households	
2010 Total Population	9,818,605	2020 Median Household Income	$69,795
2020 Total Population	10,173,432	2025 Median Household Income	$77,588
2025 Total Population	10,311,054	2020-2025 Annual Rate	2.14%
2020-2025 Annual Rate	0.27%		

	Census 2010		2020		2025	
Housing Units by Occupancy Status and Tenure	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	3,445,076	100.0%	3,571,222	100.0%	3,628,825	100.0%
Occupied	3,241,204	94.1%	3,338,199	93.5%	3,377,828	93.1%
Owner	1,544,749	44.8%	1,501,555	42.0%	1,525,302	42.0%
Renter	1,696,455	49.2%	1,836,644	51.4%	1,852,526	51.1%
Vacant	203,872	5.9%	233,023	6.5%	250,997	6.9%

	2020		2025	
Owner Occupied Housing Units by Value	Number	Percent	Number	Percent
Total	1,500,882	100.0%	1,524,614	100.0%
<$50,000	21,086	1.4%	12,621	0.8%
$50,000-$99,999	9,500	0.6%	5,036	0.3%
$100,000-$149,999	6,206	0.4%	2,702	0.2%
$150,000-$199,999	11,248	0.7%	6,068	0.4%
$200,000-$249,999	24,039	1.6%	14,732	1.0%
$250,000-$299,999	39,320	2.6%	25,611	1.7%
$300,000-$399,999	156,478	10.4%	97,822	6.4%
$400,000-$499,999	225,526	15.0%	188,271	12.3%
$500,000-$749,999	475,845	31.7%	503,888	33.1%
$750,000-$999,999	228,210	15.2%	297,211	19.5%
$1,000,000-$1,499,999	160,128	10.7%	202,294	13.3%
$1,500,000-$1,999,999	58,036	3.9%	67,161	4.4%
$2,000,000+	85,260	5.7%	101,197	6.6%
Median Value	$635,043		$703,142	
Average Value	$777,612		$855,621	

Census 2010 Housing Units	Number	Percent
Total	3,445,076	100.0%
In Urbanized Areas	3,415,214	99.1%
In Urban Clusters	5,764	0.2%
Rural Housing Units	24,098	0.7%

ENVIRONMENTAL FORCES

Infrastructure

Infrastructure is classified as a man-made environmental force. One of the greatest challenges facing the Southern California area is its increasingly overburdened and deteriorating infrastructure. Water resources, waste management, and sewage treatment all have reached critically high levels of use. Several transportation areas are being addressed, including the Metro line and Metro Link rail systems, Interstate 5 expansion, the metro-rail expansion, and the construction of the Century Freeway. Although these projects and others are helping to alleviate some of the congestion in the region, maintenance of existing roads and highways, as well as more commuter rail systems, are in

high demand. The future prosperity of the region depends to a great extent on the ability of the region to address these salient issues, and to ensure that future industry and commerce will have the necessary supporting infrastructure.

Transportation

Transportation is also classified as a man-made environmental force. The Los Angeles Metropolitan Area is a classic example of the multiple nuclei theory of urbanization. Its formation into an urban conglomerate of multiple centers was facilitated by the proliferation of automobiles and the construction of numerous highways and interstate freeways. The basin is crisscrossed by numerous highways, connecting it to all other areas of Southern California and the southwest. In addition, there is a large network of highways and thoroughfares providing road transport throughout the basin. In addition to heavy automobile transportation, the Los Angeles area is currently in the process of constructing and operating a network of commuter rail systems. The Metro Blue Line and the Metro Link Rail Line both went into operation in 1993 and 1994, respectively. Construction of the Metro Red Line into the North Hollywood extension opened in 2000.

Climate

With a normal daily temperature of 63.0 degrees Fahrenheit, normal maximum daily temperature of 70.4 degrees, annual precipitation of 14.8 inches per year.

GOVERNMENTAL FORCES

Los Angeles County-Government

There are many governmental, political, and legal factors which may influence property values. The action of government and its ability to mandate zoning and building codes, as well as supply the necessary public services such as fire, policing and utility services greatly affect property values.

The county of Los Angeles is regulated by the County of Los Angeles. The departments having the greatest impact on real property in the community are considered to be the County Planning, Zoning, and County Building Departments. It is the responsibility of these departments to approve any new development or land changes in the county.

CONCLUSION

Regional Data-Summary

Los Angeles County is recognized as the largest regional economy on the west coast of the United States. Its diversity and strength has acted as a magnet in attracting immigration which, coupled with a steady natural increase, has created the largest population center along the Pacific coast. A major weakness in this economy and possible impediment to future growth, other than the current soft economic conditions, is the limited capacity of the infrastructure, which has been stretched close to its limits by the continued population growth.

The transportation system, the water supply, and the sewer system are now at or near capacity, causing a substantial strain on the infrastructure, which in turn causes severe social frictions. Despite these limitations, when the economy improves, the county should have the momentum to effectively deal with the above limitations. This current stabilization and expected future growth will be the driving force that not only provides the resolution to the infrastructure problems, but also that which generates the continued and expanding needs for existing and new housing of all types, which should in turn create increased demand for real estate.

The overall market has started to recover with vacancy rate decreasing year to year and rents having risen over the past year.

MONTEBELLO OVERVIEW



SOCIAL FORCES

Montebello (Spanish and Italian for "beautiful mountain") is a city in Los Angeles County, California, United States, located in the southwestern area of the San Gabriel Valley on 8.4 sq mi (22 km²) 8 mi (13 km) east of downtown Los Angeles. It is considered part of the Gateway Cities, and is a member of the Gateway Cities Council of Governments. In the early 20th century, Montebello was a well-known source for oil reserves. At the 2010 census, the population was 62,500. The estimated population as of 2020 was 63,734.

HISTORY

Before the arrival of the Spaniards in the area known today as Montebello, the land along the Rio Hondo River was populated by the Tongva (Gabrielino) portion of the Uto-Aztecan family of Native Americans. The Tongva occupied much of the Los Angeles basin and the southern Channel Islands - Santa Catalina, San Nicolas, San Clemente and Santa Barbara; when Spanish explorer Juan Rodrigues Cabrillo arrived off the shores of Santa Catalina in 1542, he was met by the

Tongva people. Because the language of the Tongva was different from the neighboring tribes it was called "Gabrielino" by the Spanish. As more non-natives arrived and settlements were established, illness and disease came with them. By 1870, the area had few remaining indigenous inhabitants as disease brought by the Europeans killed many of the Tongva.

Father Angel Somera and Father Pedro Cambon, both Franciscan missionaries, founded the original Mission San Gabriel Arcangel, called Mission Vieja on September 8, 1771; the location is today near the intersection of San Gabriel Boulevard and the Rio Hondo River. The establishment of the mission marked the beginning of the Los Angeles region's settlement by Spaniards and the fourth of twenty-one missions ultimately established along California's El Camino Real. The mission did well initially as a farm and cattle ranch. Six years after its founding, however, a destructive flood led the mission fathers to relocate the establishment farther north, to its current location in what is the present day city of San Gabriel. The original mission site is now memorialized as California Historical Landmark #161.

During the early years of the mission's existence, the region operated under a "Rancho" land grant system. The current city of Montebello consists of land from Rancho San Antonio, Rancho La Merced, and Rancho Paso de Bartolo. The Juan Matias Sanchez Adobe, built in 1844, still stands at the center of old Rancho la Merced in East Montebello. Recently restored, Rancho la Merced is the city's oldest standing structure.

On January 8, 1847, the Battle of Rio San Gabriel took place in what are today parts of the cities of Whittier, Pico Rivera and Montebello. The battle was a decisive victory for the U.S. Army, giving control of Los Angeles and Alta California to the United States, and is viewed by historians as a critical juncture in the Mexican-American war. Today the site is California State Historical Landmark #385; and there are two cannons and a plaque commemorating the battle that overlook the river on Bluff Road and Washington Boulevard.

Following the American Civil War, some 5,000 acres (2,000 ha) of the East Los Angeles area was owned by Alessandro Repetto, an Italian immigrant settler from Genoa, Italy. Following Repetto's death in 1885, his brother sold his rancho to a consortium of five Los Angeles businessmen including banker Isaias Hellman and wholesale grocer/historian Harris Newmark for $60,000, approximately $12 per acre. The land was later divided among the partners, one large parcel of approximately 2,000 acres (810 ha) going to a partnership of Newmark and his nephew, banker Kaspare Cohn. It was out of the Newmark and Cohn share of 1,200 acres (490 ha) that city Montebello had its beginnings in May 1899. After receiving the advice of hydraulic engineer William Mulholland for the drafting and building of the town's water system, the land was subdivided. In 1900 the completed water system was incorporated as the Montebello Land and Water Company.

An area of 200 acres (81 ha) adjacent to the tracks of what was formerly the San Pedro, Los Angeles & Salt Lake Railroad was developed into a townsite called Newmark, bounded by Los Angeles Avenue on the south, 1st Street on the east, Cleveland Avenue on the north, & 5th Street on the west. The remainder of the land was subdivided into 5 acres (2.0 ha) lots suitable for small-scale agriculture. On Mulholland's suggestion, Montebello was adopted as the city's name, replacing the original name Newmark.

Originally an agricultural community, Montebello was formerly known for its prolific production of flowers, berries, fruits, and vegetables. The first public flower show was sponsored by the Montebello Women's Club and held in the Montebello High School auditorium on Whittier Boulevard in 1912. The Montebello - El Carmel (South Montebello) Improvement Association, the predecessor of the Montebello Chamber of Commerce, operated from September 1907 to April 1912. with its stated purpose "to improve and beautify the community." Some of its early achievements included: seeing Whittier Boulevard paved, trees planted along the streets, establishment of the city's first high school, working to drop the name of "Newmark" and having the entire area incorporated as "The City of Montebello". On October 19, 1920, the city was incorporated and its name officially changed to "Montebello". In honor of Montebello's agricultural roots, the city's official seal contains a red poinsettia in the center. Much of south Montebello, was populated by Japanese American farmers who would lose their property during the WW II internment of US citizens. many of the displaced residents were unable to return to their homes. Citation Executive Order 1066. The Family of M's Flowers can trace their history and participation in the growth of the all flower industry, largely through their efforts. The Standard Oil Company discovered oil in the Montebello hills in 1917 on the Baldwin and Temple properties; this discovery changed the face of Montebello. What were formerly hills full of agriculture became oil fields. Eventually, the oil taken from the soil in Montebello would produce one-eighth of the crude-oil in California. Over the course of sixty years, the Montebello hills were filled with producing oil wells.

ECONOMY

The population of Montebello, Ca is 63,734 as of 2020 & is expected to grow to 63,967 by 2025. There are 19,243 households & the median income is $56,502 & the average income is $75,394. Please see statistics below:

esri

Demographic and Income Profile

Montebello City, CA 2
Montebello City, CA (0648816)
Geography: Place

Prepared by Esri

Summary	Census 2010	2020	2025
Population	62,492	63,734	63,967
Households	19,010	19,243	19,213
Families	14,768	14,999	15,019
Average Household Size	3.27	3.29	3.31
Owner Occupied Housing Units	8,766	8,426	8,587
Renter Occupied Housing Units	10,244	10,817	10,626
Median Age	34.7	35.7	37.2
Trends: 2020-2025 Annual Rate	**Area**	**State**	**National**
Population	0.07%	0.55%	0.72%
Households	-0.03%	0.50%	0.72%
Families	0.03%	0.50%	0.64%
Owner HHs	0.38%	0.65%	0.72%
Median Household Income	1.95%	1.81%	1.60%

	2020		2025	
Households by Income	Number	Percent	Number	Percent
<$15,000	1,783	9.3%	1,580	8.2%
$15,000 - $24,999	2,191	11.4%	1,906	9.9%
$25,000 - $34,999	1,862	9.7%	1,670	8.7%
$35,000 - $49,999	2,536	13.2%	2,398	12.5%
$50,000 - $74,999	3,620	18.8%	3,518	18.3%
$75,000 - $99,999	2,358	12.3%	2,398	12.5%
$100,000 - $149,999	2,961	15.4%	3,282	17.1%
$150,000 - $199,999	1,149	6.0%	1,426	7.4%
$200,000+	783	4.1%	1,035	5.4%
Median Household Income	$56,502		$62,217	
Average Household Income	$75,394		$86,072	
Per Capita Income	$22,729		$25,812	

	Census 2010		2020		2025	
Population by Age	Number	Percent	Number	Percent	Number	Percent
0 - 4	4,299	6.9%	4,121	6.5%	4,064	6.4%
5 - 9	4,227	6.8%	4,205	6.6%	3,920	6.1%
10 - 14	4,614	7.4%	4,262	6.7%	4,254	6.7%
15 - 19	4,970	8.0%	4,289	6.7%	3,957	6.2%
20 - 24	4,441	7.1%	4,480	7.0%	4,067	6.4%
25 - 34	8,934	14.3%	9,871	15.5%	9,621	15.0%
35 - 44	8,632	13.8%	8,545	13.4%	9,192	14.4%
45 - 54	7,711	12.3%	7,606	11.9%	7,594	11.9%
55 - 64	6,144	9.8%	6,680	10.5%	6,781	10.6%
65 - 74	4,143	6.6%	5,014	7.9%	5,370	8.4%
75 - 84	3,121	5.0%	3,078	4.8%	3,511	5.5%
85+	1,256	2.0%	1,581	2.5%	1,636	2.6%

The median home value for a house in Montebello, CA is $548,240 & the average value is $584,766. Please see statistics below:

esri

Housing Profile

Montebello City, CA 2
Montebello City, CA (0648816)
Geography: Place

Prepared by Esri

Population		Households	
2010 Total Population	62,492	2020 Median Household Income	$56,502
2020 Total Population	63,734	2025 Median Household Income	$62,217
2025 Total Population	63,967	2020-2025 Annual Rate	1.95%
2020-2025 Annual Rate	0.07%		

	Census 2010		2020		2025	
Housing Units by Occupancy Status and Tenure	Number	Percent	Number	Percent	Number	Percent
Total Housing Units	19,766	100.0%	20,225	100.0%	20,339	100.0%
Occupied	19,010	96.2%	19,243	95.1%	19,213	94.5%
Owner	8,766	44.3%	8,426	41.7%	8,587	42.2%
Renter	10,244	51.8%	10,817	53.5%	10,626	52.2%
Vacant	756	3.8%	982	4.9%	1,126	5.5%

	2020		2025	
Owner Occupied Housing Units by Value	Number	Percent	Number	Percent
Total	8,425	100.0%	8,586	100.0%
<$50,000	146	1.7%	62	0.7%
$50,000-$99,999	15	0.2%	5	0.1%
$100,000-$149,999	5	0.1%	0	0.0%
$150,000-$199,999	10	0.1%	3	0.0%
$200,000-$249,999	57	0.7%	24	0.3%
$250,000-$299,999	154	1.8%	79	0.9%
$300,000-$399,999	1,019	12.1%	555	6.5%
$400,000-$499,999	2,009	23.8%	1,639	19.1%
$500,000-$749,999	4,133	49.1%	4,703	54.8%
$750,000-$999,999	610	7.2%	958	11.2%
$1,000,000-$1,499,999	107	1.3%	270	3.1%
$1,500,000-$1,999,999	14	0.2%	25	0.3%
$2,000,000+	146	1.7%	263	3.1%
Median Value	$548,240		$602,381	
Average Value	$584,766		$665,269	

Census 2010 Housing Units	Number	Percent
Total	19,766	100.0%
In Urbanized Areas	19,766	100.0%
In Urban Clusters	0	0.0%
Rural Housing Units	0	0.0%

GOVERNMENT & INFRASTRUCTURE

In the California State Legislature, Montebello is in the 32nd Senate District, represented by Democrat Bob Archuleta, and is split between the 58th Assembly District, represented by Democrat Cristina Garcia, and the 49th Assembly District, represented by Democrat Ed Chau. In the United States House of Representatives, Montebello is in California's 38th congressional district, represented by Democrat Linda Sánchez.

Montebello utilizes a city council/city administrator form of government. The city council provides political leadership and policy direction. Montebello's current elected City Treasurer is Rafael Gutierrez. and the current elected City Clerk is Irma-Bernal Barajas. The city administrator works under the direction of the City Council, and functions as the manager of city employees and the department heads. Montebello has six department heads and some oversee more than one division. Previous Mayor Vanessa Delgado resigned from the Montebello City Council on August 13, 2018 so she could be sworn as a California State Senator.

The City Council is composed of five members elected at large by the citizens of Montebello to serve for four-year overlapping terms Council meetings are held on the second and fourth Wednesday of each month beginning at 5:30 p.m. at Montebello City Hall, Council Chamber, 1600 W. Beverly Blvd., Montebello, CA 90640.

The City Council is responsible for appointing residents to several commissions:

- Civil Service
- Culture & Recreation
- Golf
- Planning
- Traffic & Safety
- Youth

The Montebello Redevelopment Agency has three project areas:

- Montebello Hills Redevelopment Project Area
- Montebello Economic Revitalization Project Area
- South Montebello Industrial Redevelopment Project Area

The Los Angeles County Department of Health Services operates the Whittier Health Center in Whittier, serving Montebello.

The United States Postal Service operates the Montebello Post Office at 145 North 5th Street and the Montebello Hills Post Office at 2547 Via Campo.

EMERGENCY SERVICES

Law Enforcement

Montebello has its own police department consisting of 74 sworn officers, which includes the Chief of Police, two captains, five lieutenants and ten sergeants. The department also employs 24 civilian personnel organized into three divisions: Field Services, Investigative Services, and Support Services. The Chief of Police is Brad Keller who started his law enforcement career with Montebello in 1991. Chief Keller is the tenth police chief of Montebello Police Department since 1920. Augmenting the department are a Reserve Officer Corps, a Police Explorer Program, a Police Chaplain Corps and a civilian "Citizens on Patrol" program. The department provides a variety of services to citizens including Neighborhood Watch, the Citizen's Academy and a child seat loan program. The Crime prevention Bureau provides free security inspections to local businesses and residents.

Fire Department

The Montebello Fire Department is divided into five divisions: Fire Administration, Operations, Communications, Fire Prevention, and Emergency Preparedness. Fire Chief Dominic Hebert oversees the Montebello Fire Department. The Fire Administration division has control over the fire department's functions ranging from the budget to policy and personnel. The operations division oversees emergency response teams including emergency medical services, fire and rescue, and special operation groups such as Urban Search and Rescue and water rescue. The Operations Division is composed of response personnel from three fire stations, staffing three paramedic engine companies, and one truck company. The shift Battalion Chief oversees the activities of the three fire stations on their respective shift. The communications division oversees communications for all city operations including fire and police dispatch. The Fire Prevention Division oversees fire and safety inspections, including maintenance of fire protection systems and equipment, and fire and building code enforcement for all public buildings, as well as businesses within the city of Montebello. Fire prevention is also responsible for fire and arson investigation. The Emergency Preparedness Division is responsible for the coordination and training of public safety employees in the event of all major disasters. The Fire Marshal, Kurt Johnson, oversees the Fire Prevention Division and the Emergency Preparedness Division

EDUCATION

Public

The city is served by the Montebello Unified School District. M.U.S.D. serves the city of Montebello, portions of the cities of Bell Gardens, Commerce, Downey, Rosemead, Pico Rivera, and Monterey Park, as well as the unincorporated community of South San Gabriel, and a part of the unincorporated community of East Los Angeles. The District is one of the largest and most diverse in Los Angeles County with an enrollment of more than 35,000 K-12 students and 30,000 adults enrolled in adult education.

There are eighteen elementary schools, six intermediate schools, five high schools, and four adult schools. The five high schools are: Montebello High School, founded in 1909; Bell Gardens High School; Schurr High School; Vail High School, an alternative high school for grades 10-12;

Applied Technology Center, a $30 million facility opened in the fall of 2011, is a vocational high school with state-of-the-art technical training capable of accommodating up to 750 students. Students wishing to attend ATC are required to apply for admission. Board of education President Edwin Chau stated that ATC offers students a "rigorous academic curriculum and career technical education within a full-day schedule." Montebello Unified, has made it their goal to ensure students graduate ready and college prepared." The project was paid for with a $98 million Measure M bond, which voters passed in November 2004.

Private

Saint Benedict School, a private parochial grammar school, K-8, is operated on Saint Benedict Church property. It opened in September 1941 and was formally dedicated on Pearl Harbor Day, December 7, 1941.

Our Lady of Miraculous Medal Parish School. The school first opened in 1954 through the leadership of the Daughters of Charity of St. Vincent De Paul.

A private parochial high school, Cantwell-Sacred Heart of Mary High School, is also located in Montebello. Originally two separate gender-segregated High Schools, they merged in the 1991, the Sacred Heart of Mary campus moving to the Cantwell campus.

St. John's Lutheran Church has a Kindergarten-8th school on a site adjoining the church.

TRANSPORTATION

Buses

Public transportation is provided by the city-owned Montebello Bus Lines; the service is the sixth largest public transit agency in Los Angeles County with an annual ridership of over 8.2 million. Starting in 1931 with a fleet of four buses, the agency now has a fleet of 66 buses, including five hybrid gasoline-electric buses and serves 14 communities.

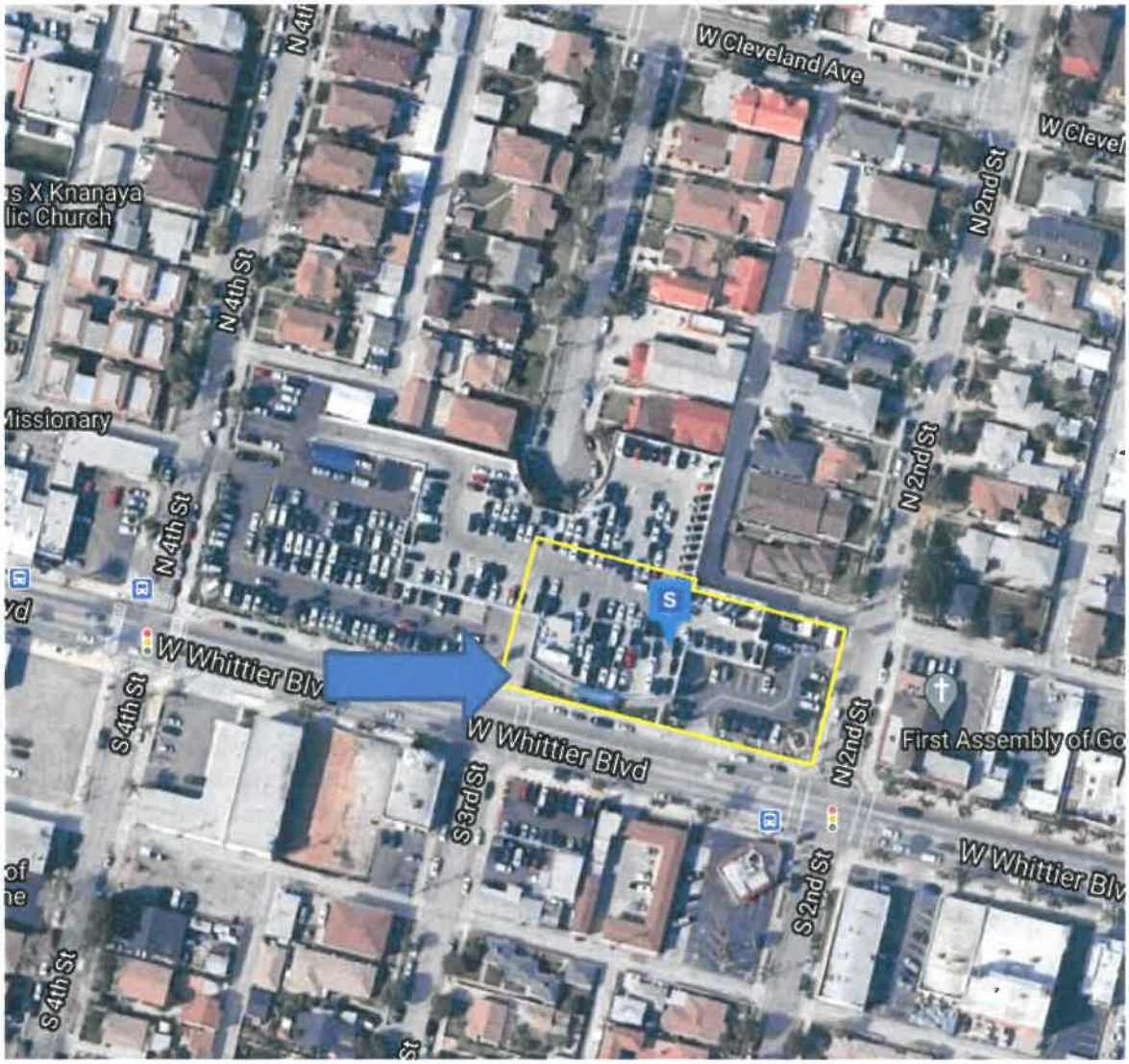
Other public transportation

Montebello LINK is a transportation shuttle offering curb-to-curb service to and from the Montebello/Commerce Metrolink station. Montebello also operates Montebello Dial-a-Taxi, a program offering transportation for senior residents and qualified disabled persons of any age. 15,000 residents utilize this service.

SUMMARY

Montebello is experiencing a stable expansion of its population and economic base precipitated by its built-up atmosphere, and room for expansion is available. The city a good mixture of single-family, multi-family, retail, commercial, office, & industrial uses. New commercial and industrial businesses are also attracted to the area by a well-established and available labor pool, relatively close proximity to major metropolitan areas and the city nature of the area. In summary, this combination of social and economic forces will continue to generate demand for real estate

AERIAL PHOTOGRAPH (APN: 6346-022-900)



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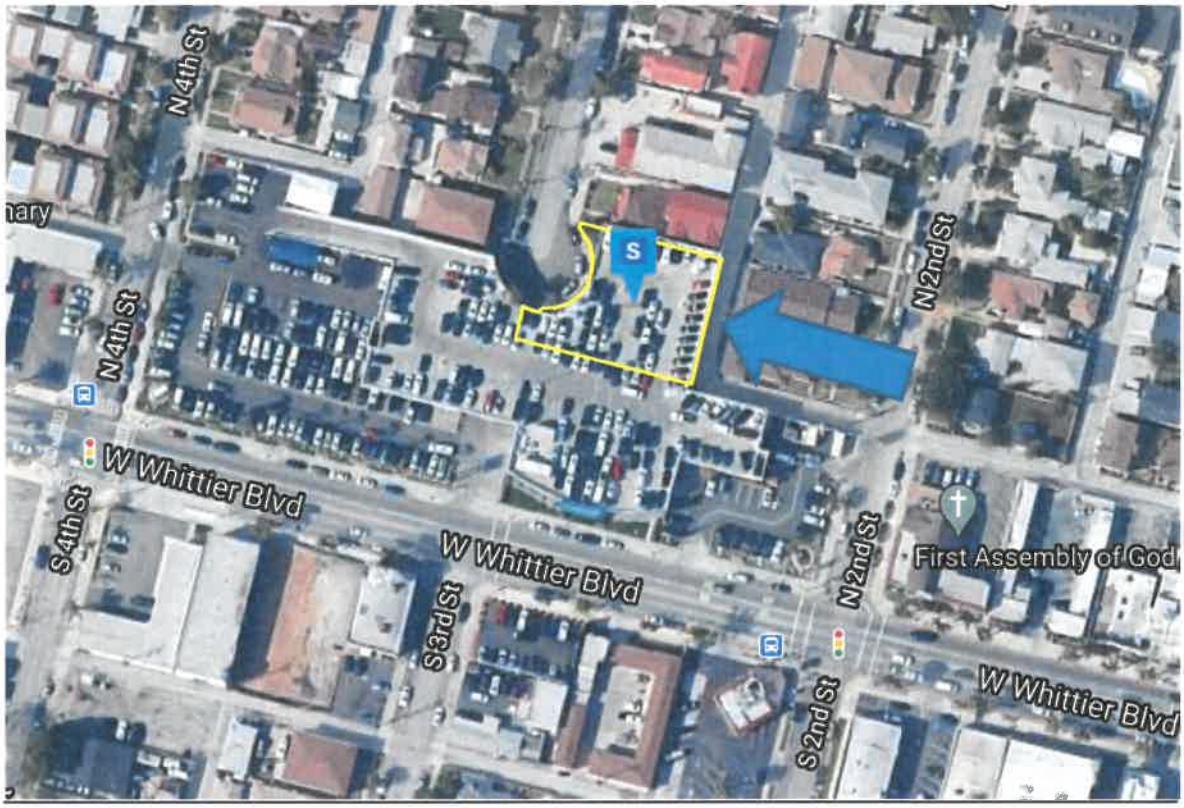

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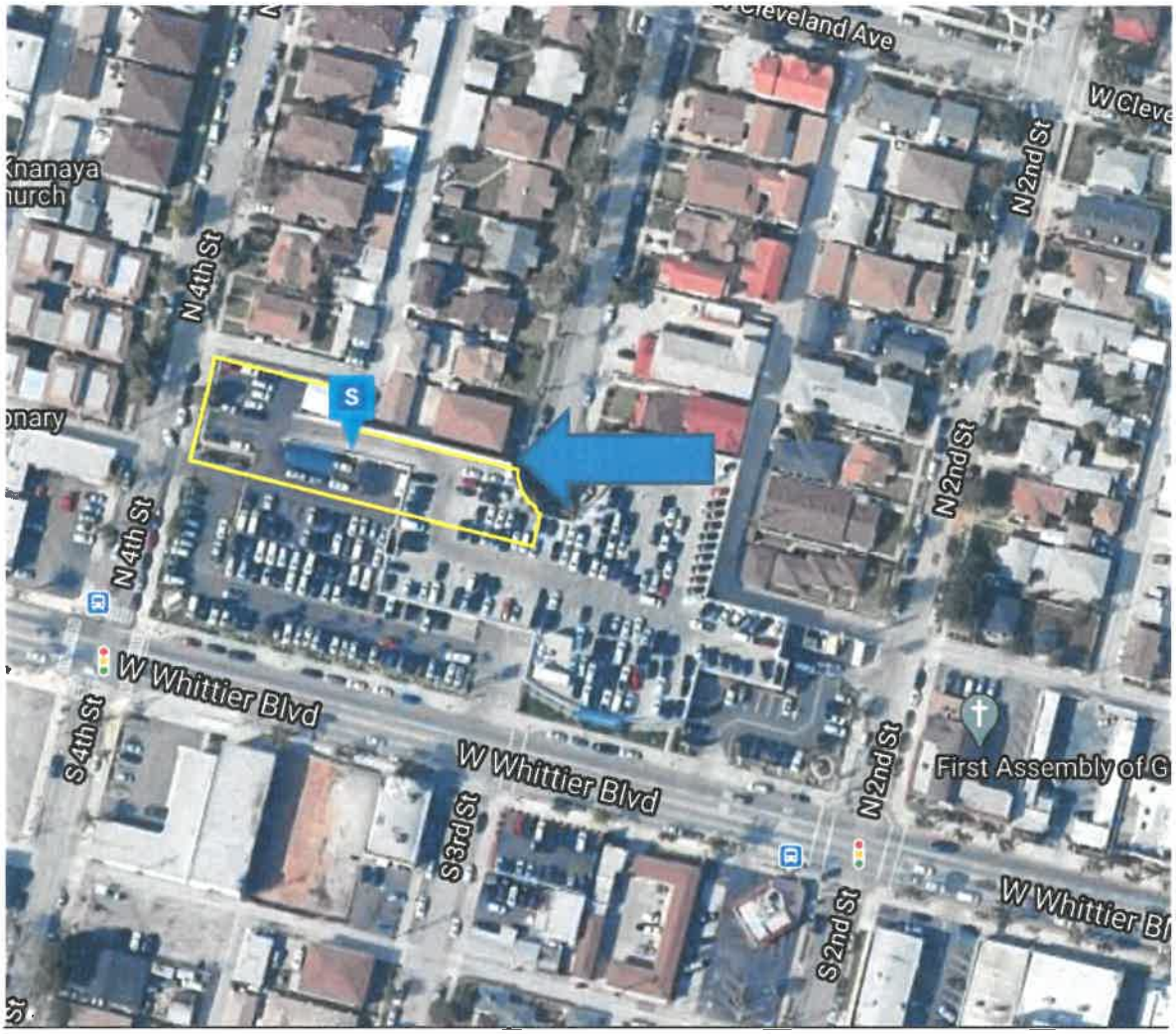
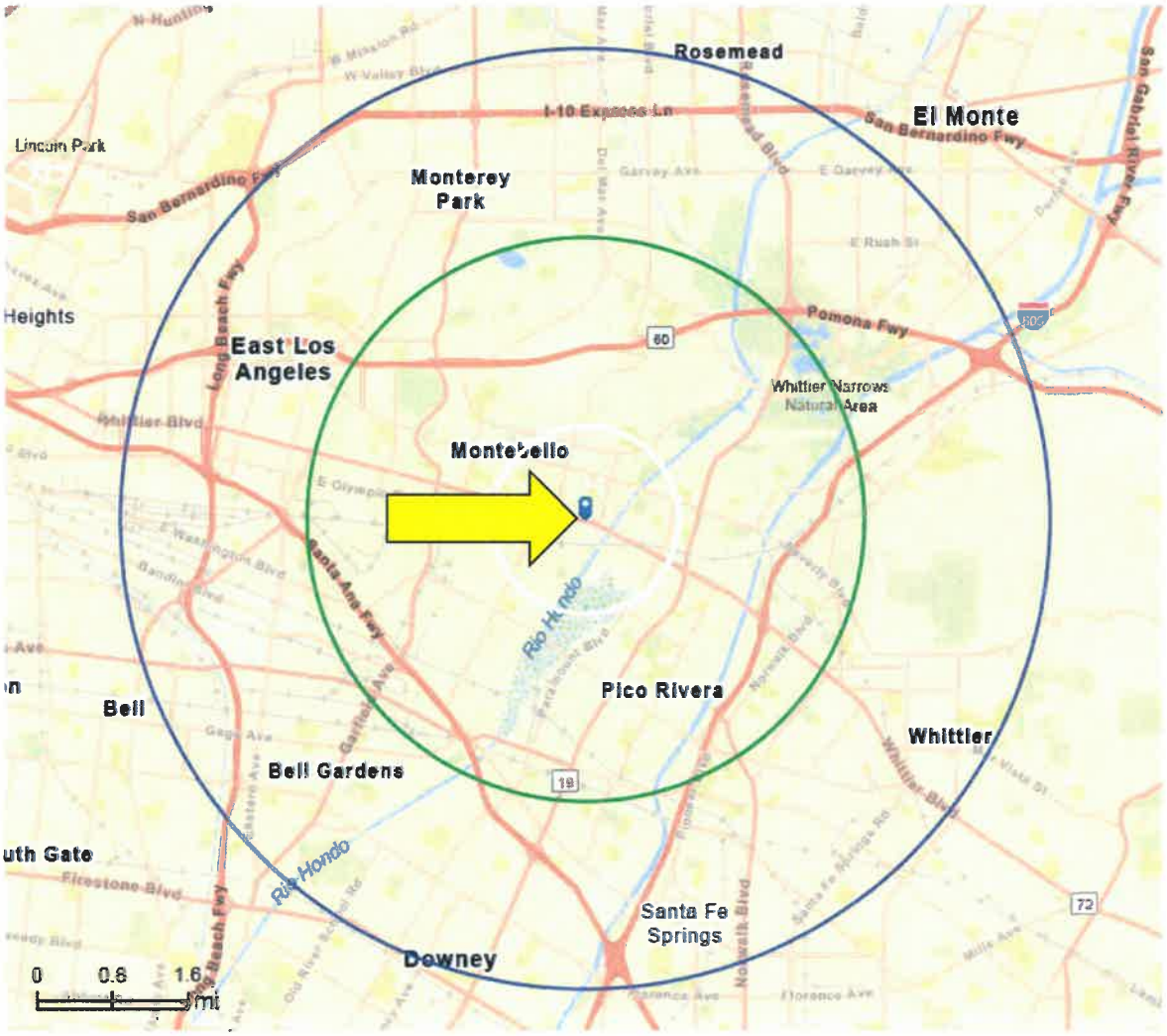


NEIGHBORHOOD OVERVIEW

The subject property is located on the northern side of W. Whiitter Blvd, & east of S. Fourth Street



Real Estate Cycle

The successive periods of expansion, peak, contraction, and through that characterize the activity of the real estate market. Business and real estate cycles do not generally move in tandem. Since real estate development and sales activity are especially responsive to the downward movement in interest rates, increased activity in real estate markets often heralds an economic recovery. See also business cycle. The four stages of neighborhood life cycles are as follows:

> *Urban renewal-The controlled process of redevelopment in urban areas; often used to refer to public projects, but also includes private redevelopment efforts. See also redevelopment; redevelopment agency.*

Growth- A stage in a market area's life cycle in which the market area gains public favor and acceptance.

Revitalization -"A stage in a market area life cycle characterized by renewal, modernization, and increasing demand."

Stability-A stage in a market area life cycle in which the market area experiences equilibrium without marked gains or losses.

The subject's neighborhood can be characterized as being in the stability stage of a neighborhood's life cycle.

NEIGHBORHOOD RATING					
Item	**Ex**	**Gd**	**Av**	**Fr**	**Pr**
Proximity to employment centers			X		
Proximity to shopping			X		
Proximity to freeways, interstates, and expressways			X		
Health Care			X		
Police			X		
Fire			X		
Maintenance and appearance of nearby properties			X		
City amenities			X		
Other - Rural Atmosphere			X		
Other - Density per Square Mile			X		
Other			X		

Summary

The neighborhood and the surrounding areas have exhibited a moderate growth in population over the last decade due to the location within the Los Angeles County. The social environment of the area, in general, may be characterized as a good mixture of young and old as the rate of population has continued to increase bringing young families and retirees in the area. General amenities are well served in the city of Montebello by newspaper, cable outlets, theaters, boutiques, retail services, churches, community service groups, organized youth activities, financial institutions, libraries and restaurants. The residents also enjoy the full scope of California's lifestyle, living within one hour's drive or less of the widest variety of recreation, cultural and sports activities in the world.

Trend

The outlook for the subject's neighborhood is considered very good with the area benefitting by manufacturers and distribution companies which have and continue to move southward from the

Los Angeles & Ventura counties, & west from San Bernardino areas & north from Orange & San Diego County. More importantly, the subject neighborhood is located in the city area where zoning restrictions are well defined and allow users flexibility. The subject has a good location with good access to the freeway system (605-freeway & 5-freeway). There is a large semi-skilled population base within a 30-minute driving time from this area that supports both local and regional businesses. In My judgment, the subject's neighborhood should continue to expand and develop into the foreseeable future.

IBIS WORLD - NEW CAR DEALERS IN CALIFORNIA

Executive Summary

Slamming the breaks: Rising interest rates and falling consumer confidence are expected to prevent industry growth

The New Car Dealers industry in California has experienced steady, moderate revenue growth over the five years to 2019, increasing an annualized 2.9% due to robust demand growth. Consumer income and confidence have increased strongly during the period, which led consumers to purchase new durable goods, such as vehicles. New car sales have been increasing an annualized 0.7% during the period as a result. However, a decrease in the consumer confidence index in 2019 alone is expected to lead to a 3.7% decrease in revenue that same year to reach $124.0 billion.

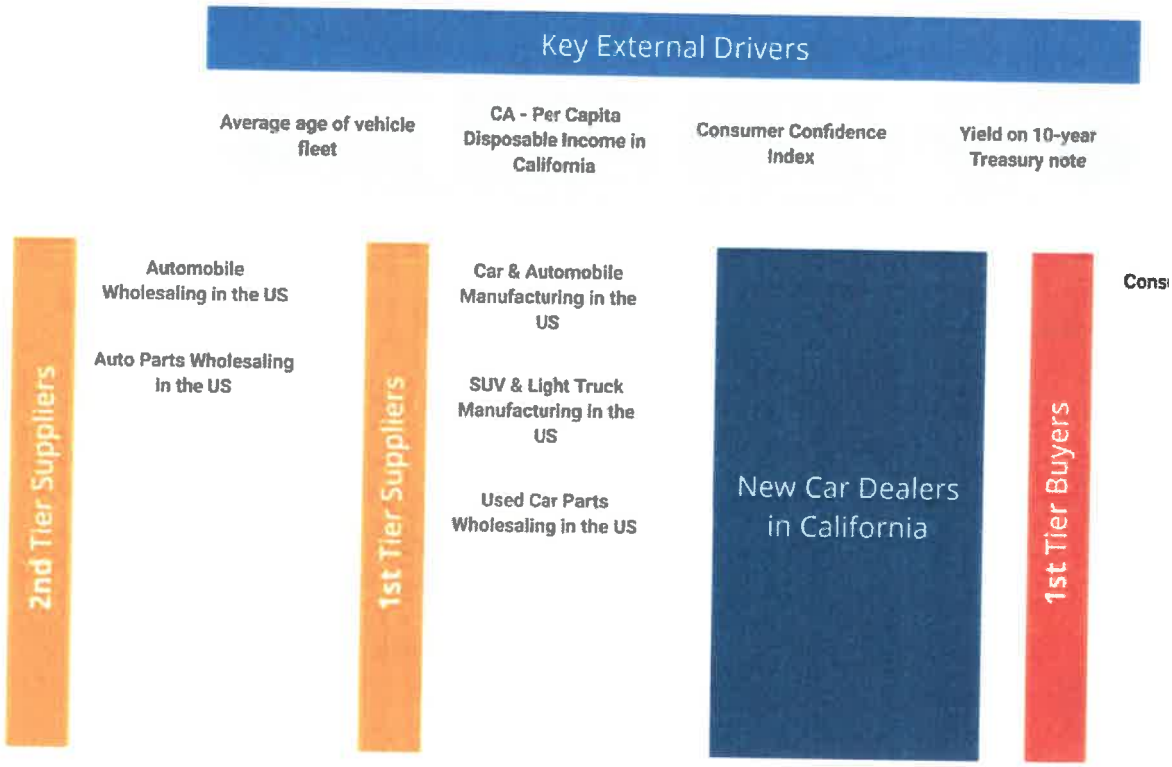
Despite revenue growth, profit has been very low for industry operators, averaging only 0.4% of revenue in 2019. This is due to the high cost of purchases; new vehicles cost dealers an average of over 85.0% of their revenue to keep inventory. In addition, competition between industry operators is fierce and increasing and the lack of effective economies of scale prevent companies from accumulating significant market shares. As a result of slim profit and intense competition, the number of industry operators is anticipated to remain stagnant over the five years to 2019 and reach 1,555 companies. Even so, total wages have been increasing at an annualized rate of 3.8% to $8.3 billion as operators continue to hire highly skilled and knowledgeable employees to differentiate from the competition and increase overall sales.

Demand for industry services is expected to decrease over the five years to 2024 as consumer confidence falls slowly. As consumers lose confidence in the economy, they will reduce their purchases of new vehicles. However, new car sales are anticipated to continue to marginally increase an annualized 0.4%. At the same time, interest rates are expected to increase, causing the effective price of new vehicles to increase since most vehicles are bought on credit. As a result, revenue growth for industry players will remain relatively stagnant, increasing at a slow annualized rate of 0.1% over the five years to 2024 to reach $124.7 billion. The number of industry operators is also anticipated to continue to increase at a slow pace, rising an annualized 0.3% to 1,575 companies in 2024. During the outlook period, operators will likely try to implement cost-saving measures to boost profit. As a result, the number of employees and industry wages are anticipated to increase, albeit at a slower annualized rate than the previous period. Over the five years to 2024, the number of employees is anticipated to increase at an annualized rate of 0.6% to 132,278 employees.

About This Industry

Industry Definition	This industry sells new and used passenger vehicles. Vehicles include passenger cars, light trucks, sport utility vehicles (SUVs) and passenger vans. New car dealers also sell parts and provide repair services.
Major Players	AutoNation PAG Norm Reeves Superstores Longo
Main Activities	**The primary activities of this industry are:** Selling new cars Selling new light trucks Selling used cars Selling used light trucks Providing vehicle maintenance and repairs **The major products and services in this industry are:** New vehicles Used vehicles Parts and repair services Finance and insurance

Supply Chain



SIMILAR INDUSTRIES

Car & Automobile Manufacturing in the US

SUV & Light Truck Manufacturing in the US

Used Car Dealers in the US

Auto Mechanics in the US

RELATED INTERNATIONAL INDUSTRIES

Global Auto Parts & Accessories Manufacturing

Industry at a Glance Key Statistics

$124.0bn
Revenue

Total Industry: $883.0bn

Annual Growth 2014–2019	Annual Growth 2019–2024	Annual Growth 2014–2024
2.9%	0.1%	

$496.1m
Profit

Total Industry: $-883.0m

0.4%
Profit Margin

Total Industry: -0.1%

1,555
Businesses

Total Industry: 16,952

Annual Growth 2014–2019	Annual Growth 2019–2024	Annual Growth 2014–2024
0.0%	0.3%	

128k
Employment

Total Industry: 1m

Annual Growth 2014–2019	Annual Growth 2019–2024	Annual Growth 2014–2024
3.2%	0.6%	

Key External Drivers

% = 2011–19 Annual Growth

8.0%
Consumer confidence index

3.2%
CA - Per Capita Disposable Income in California

-0.4%
Yield on 10-year Treasury note

0.7%
Average age of vehicle fleet

State Industry Structure

POSITIVE IMPACT

Concentration
Low

Technology Change
Low

Industry Globalization
Low / Steady

MIXED IMPACT

Life Cycle
Mature

Revenue Volatility
Medium

Capital Intensity
Medium

Industry Assistance
Medium
Steady

Barriers to Entry
Medium
Steady

NEGATIVE IMPACT

Total Industry Structure

POSITIVE IMPACT

Revenue Volatility
Low

Capital Intensity
Low

Concentration
Low

Technology Change
Low

Industry Globalization
Low / Steady

MIXED IMPACT

Life Cycle
Mature

Industry Assistance
Medium
Steady

Barriers to Entry
Medium
Steady

NEGATIVE IMPACT



$8.3bn
Wages

Total Industry: $65.1bn

Annual Growth 2014–2019	Annual Growth 2019–2024	Annual Growth 2014–2024
3.8%	0.2%	

Regulation & Policy
Heavy / Steady

Competition
High / Increasing

Regulation & Policy
Heavy / Steady

Competition
High / Increasing

Key Trends

- Demand for industry services is expected to decrease over the next five years as consumer confidence falls slowly

Products & Services Segmentation



SWOT

STRENGTHS

Low Customer Class Concentration
High Revenue per Employee

WEAKNESSES

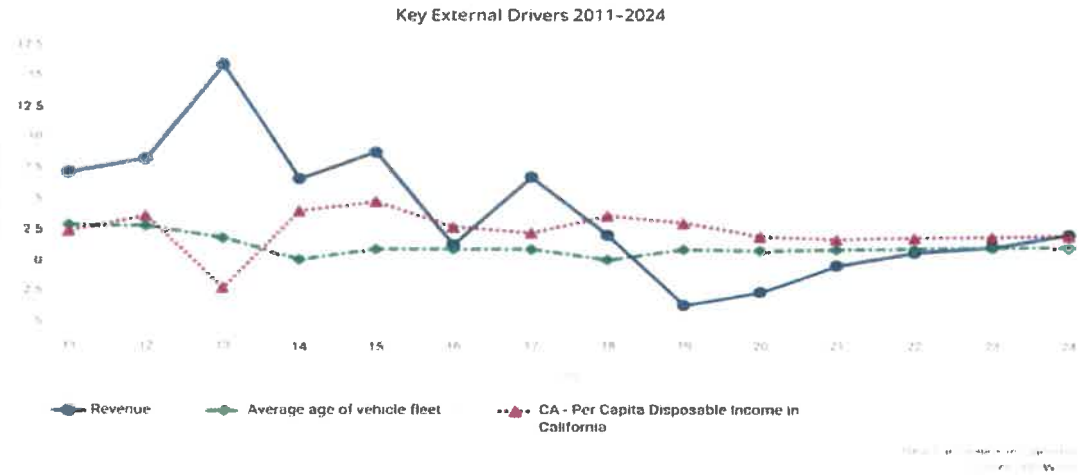
Low Profit vs. Sector Average
High Product/Service Concentration
High Capital Requirements

OPPORTUNITIES

High Revenue Growth (2014-2019)
High Revenue Growth (2019-2024)
High Performance Drivers

THREATS

Low Revenue Growth (2005-2019)
Low Outlier Growth


Key External Drivers 2011-2024
12.5
14
15
Revenue
Average age of vehicle fleet
CA - Per Capita Disposable Income in California

Key External Drivers

Average age of vehicle fleet

As the average age of all vehicles on the road increases, buyers are more likely to trade in their older cars for new models. Conversely, demand for new cars declines when the average age of the fleet is lower. The average age has steadily increased in recent years, as improving manufacturing methods have led to longer-lasting vehicles and consumer struggles during and after the recession have caused them to put off vehicle purchases. The average age of vehicle fleet is expected to increase in 2019.

CA - Per Capita Disposable Income in California

Per capita personal income represents how much the average consumer in California makes in one year. As incomes increase, consumers are more willing to purchase new cars. When incomes contract, consumers are less likely to purchase new cars. Per capita personal income in California expected to grow in 2019, representing a potential opportunity for the industry.

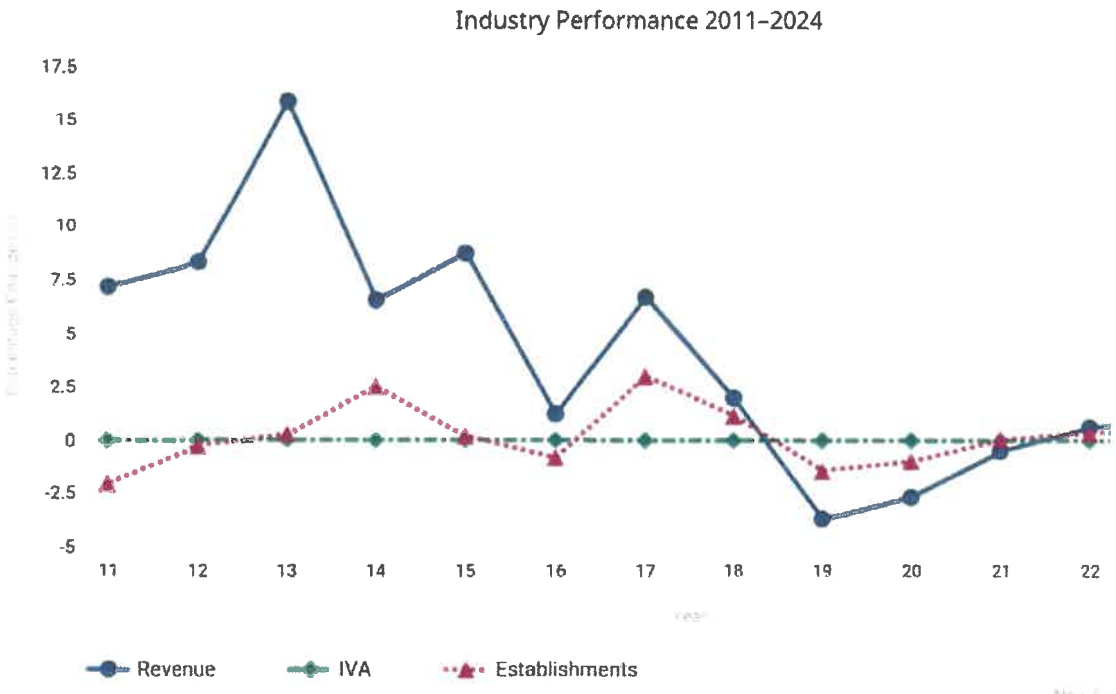
Consumer Confidence Index

The consumer confidence index measures consumers' optimism in their economic futures. When confidence increases, consumers are more likely to purchase expensive, durable goods such as vehicles. When confidence declines, consumers put off expensive purchases. Consumer confidence is expected to decline in 2019, posing a potential threat to the industry.

Yield on 10-year Treasury note

An interest rate increase represents an increase in the cost of borrowing money. Since most vehicle purchases are made on credit, interest rate increases cause the effective price of vehicles to grow, discouraging demand. When interest rates fall, the effective price of vehicles fall, causing demand to increase. The yield on the 10-year note is expected to decrease in 2019.

Current Performance



Historical Performance Data

Year	Revenue ($m)	IVA ($m)	Establishments (Units)	Enterprises (Units)	Employment (Units)	Exports ($m)	Imports ($m)	Wages ($m)	Domestic Demand ($m)	Per Capita Personal Income (Units)
2010	74,927	N/A	1,917	1,593	95,043	N/A	N/A	5,487	N/A	33,551
2011	80,328	N/A	1,879	1,538	94,726	N/A	N/A	5,794	N/A	32,675
2012	87,016	N/A	1,874	1,524	98,092	N/A	N/A	6,181	N/A	32,616
2013	100,816	N/A	1,879	1,526	103,252	N/A	N/A	6,420	N/A	32,593
2014	107,456	N/A	1,927	1,552	109,651	N/A	N/A	6,892	N/A	32,093
2015	116,898	N/A	1,931	1,535	115,417	N/A	N/A	7,546	N/A	33,205
2016	118,335	N/A	1,915	1,519	121,212	N/A	N/A	7,908	N/A	32,335
2017	126,296	N/A	1,973	1,558	127,543	N/A	N/A	8,410	N/A	31,963
2018	128,781	N/A	1,996	1,575	130,452	N/A	N/A	8,582	N/A	31,467
2019	124,029	N/A	1,968	1,555	128,420	N/A	N/A	8,311	N/A	30,846

State vs. National Comparison

The New Car Dealers industry in California experienced healthy growth over the five years to 2019, but has experienced a low to moderate level of revenue volatility.

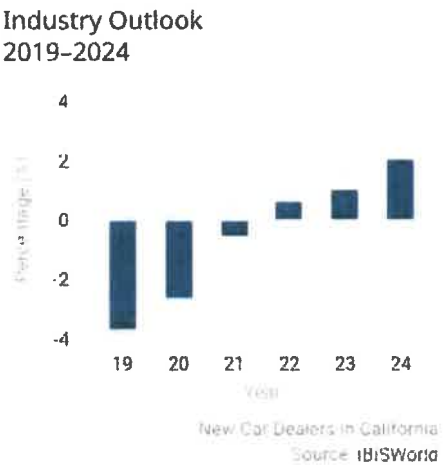
The industry's share of the national industry has slightly increased during the period. In 2019, the industry in California is expected to account for 13.0% of the national industry, an increase from 12.5% in 2014, suggesting that there is higher demand for industry services in California than in the nation as a whole. Additionally, since the average household income in California is higher than the national average, the price of the products and services offered at the state level are probably higher than that on the national level. Even so, new vehicles make up the largest share of revenue at the national level and the state level. Also, used vehicle sales also make up a smaller share of revenue for operators in the state, with more consumers opting for financing and leasing options.

At both the national and state level, the New Car Dealers industry exhibits a low level of market share concentration, as the industry is highly fragmented and largely made up of smaller operators servicing a specific area or county. Both at the national and state levels, the largest four players are estimated to account for an estimated 5.0% of the market share. However, the average operator in California brings in more revenue per location than at the national level. Additionally, while the average operator in California employs more workers than the national industry, who also receive higher average wages than their US counterparts, wages still account for a higher share of revenue for the national industry. Wages are growing at a much faster pace at the national level over the five past years, which increases their share of revenue. As a result, operators in California employ more workers and experience higher returns per employee, while still having higher wages than the national average.

Industry Outlook

Revenue Outlook

Year	Revenue ($m)	Growth (%)
2019	124,029	N/C
2020	120,751	-2.6%
2021	120,159	-0.5%
2022	120,893	0.6%
2023	122,157	1.0%
2024	124,676	2.1%



Industry Life Cycle

The life cycle stage of this industry is ⊖ Mature

The life cycle stage in the US is ⊖ Mature

LIFE CYCLE REASONS

Product change is mostly cosmetic or adding minor functionality to existing vehicle types

Sales growth is moderate and stable

Enterprise growth is virtually flat

Supply Chain

Key Buying Industries

1st Tier

Consumers in the US

Key Selling Industries

1st Tier

Car & Automobile Manufacturing in the US

SUV & Light Truck Manufacturing in the US

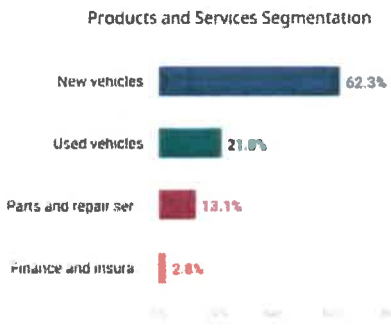
Used Car Parts Wholesaling in the US

2nd Tier

Automobile Wholesaling in the US

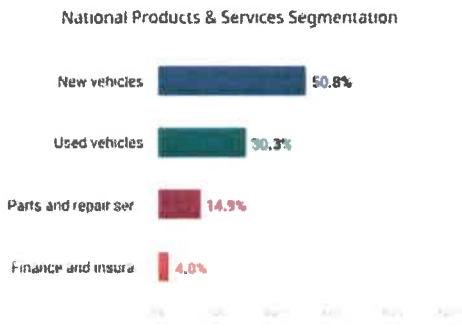
Auto Parts Wholesaling in the US

Products & Services



2019 INDUSTRY REVENUE

$124.0bn



2019 NATIONAL REVENUE

$883.0bn

New car dealers sell new cars and light trucks as their main operations, but also sell used vehicles, provide parts and repair services and financing and insurance for their vehicles.

New car sales generate the lower profit margins than used car and parts and repair sales, which is why new car dealers devote a significant chunk of their operations to these activities. Providing in-house financing and insurance, meanwhile, eases the purchasing process and generates further profit.

NEW VEHICLES

New vehicles account for more than half of new car dealer revenue in California.

According to the California New Car Dealer Association (CNCDA), about 55.0% of new vehicles sold in 2016 were cars, down from 59.3% in 2015, and about 45.0% of new vehicles sold in 2016 were light trucks, up from 40.7% in 2015 (latest available data). Vehicles made in Japan account for almost half of all sales in California, followed by vehicles made in the US, Europe and Korea. Hybrid vehicles represented 4.7% of new vehicles sold in 2016, down from 5.8% the year before, while plug-in hybrids and electric vehicles each accounted for less than 2.0% of total sales (latest available data). New vehicles have grown slightly as a share of revenue over the past five years due to the increase in price of used vehicles.

USED VEHICLES

Used vehicle sales account for 21.7% of total revenue for industry operators.

According to the CNCDA, almost half of used vehicles sold in 2016 were over ten years old. In the same year, cars accounted for 60.3% of used vehicles sold, a greater share than of new vehicle sales, and light trucks accounted for 39.7% (latest available data). Used vehicle sales generate higher profit margins for players than new car sales. However, the share of revenue generated by used vehicle sales has declined over the past five years because a low supply of used cars has driven up prices, encouraging more buyers to look to new vehicles instead.

PARTS AND REPAIR SERVICES

Almost all new vehicles sold in California come with a manufacturer warranty that only permit franchise dealers to perform repair services while the vehicle is under warranty.

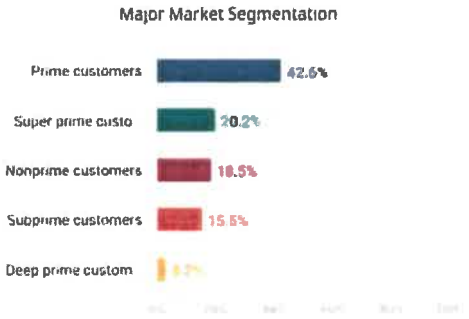
As a result, dealers have a competitive advantage over independent repair shops, which allows them to generate about 13.1% of their revenue through parts and repair services sales.

FINANCING AND INSURANCE

New car dealers provide customers with financing and insurance services on their vehicles.

Revenue from this segment accounts for 2.9% of total sales for the average dealer. Nonetheless, it is an important product segment which helps streamline the buying process and often provides financing for customers which would not be able to secure a loan from a mainstream financial institution.

Major Markets



2019 INDUSTRY REVENUE

$124.0bn



2019 INDUSTRY REVENUE

$883.0bn

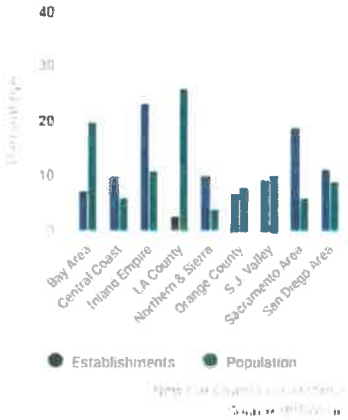
Business Locations

The New Car Dealers industry in California is most heavily concentrated in regions of high population density and economic activity. Most industry operators are in line with the state's population distribution to have close proximity to potential customers. Accordingly, the region with the highest share of industry establishments is Los Angeles County (23.4%). Industry operators also tend to place themselves near high levels of economic activity so that consumers can afford new vehicles and repair services. Operators also need to be close to suppliers so that transportation costs are not as costly. For example, Los Angeles County has an expanding mass transit system and the highest population in the state, which makes it more attractive to operators.

Furthermore, industry operators typically locate themselves in regions with cities at a higher rate than other regions to attract foot traffic and reach a larger audience. The regions in the New Car Dealers industry in California that have the highest share of establishments include Los Angeles County and Orange County. Also, these regions include Metropolitan Statistical Areas (MSA), which are areas of economic significance as defined by the US Census Bureau. For example, the Los Angeles MSA provides areas of high economic activity that attract industry operators. Due to this, these regions, and cities, tend to have a high share of industry establishments.

Region	Percentage
Central Coast	7.3%
Inland Empire	10.1%
Los Angeles County	23.4%
Northern & Sierra Regions	2.8%
Orange County	10.0%
Sacramento Area	6.9%
San Diego Area	9.3%
San Francisco Bay Area	18.9%
San Joaquin Valley	11.2%

Distribution of Establishments vs Population



Competitive Landscape

Market Share Concentration

Concentration in this industry is ⊘ **Low**

Concentration in the US is ⊘ **Low**

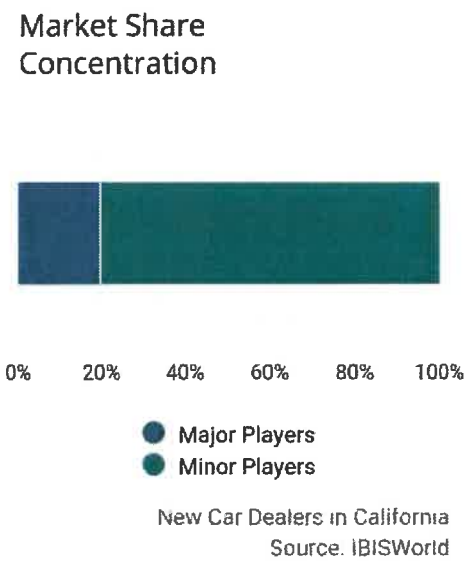
• The New Car Dealers industry in California exhibits a low level of market share concentration and no vendor controls 5.0% or more of the industry.

• In fact, the top four vendors combine to control an estimated 5.0% of the market, indicating a highly decentralized market.

• Economies of scale are only achievable to a limited degree due to the large, expensive inventory that is difficult to ship.

• While national dealer networks exist and are the largest single players in the industry, they are unable to consolidate significant market share.

• The industry is primarily composed of single-location dealers affiliated with a single manufacturer.



New Car Dealers in California
Source: IBISWorld

Key Success Factors

IBISWorld identifies 250 Key Success Factors for a business. The most important for this industry are:

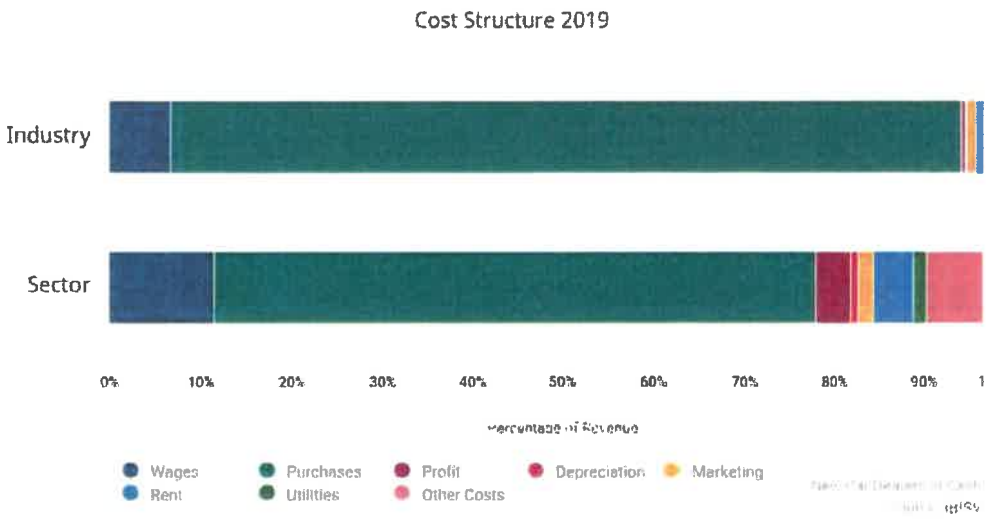
Provision of superior after sales service:
Providing parts, repair services and vehicle trade-ins enhances revenue and profitability. Since these services are more expensive at a new car dealership than at an independent shop, high service standards will be key to a dealer's success.

Use of high volume/low margin strategy:
Consumers are taking progressively longer to purchase a new car, spending a significant amount of time comparing prices. Dealerships that provide low prices will increase traffic and volume sales.

Internet presence:
Car buyers increasingly turn to the internet for research and pricing information. A study by internet research company Compete found that 53.0% of automotive consumers want to purchase their parts and accessories online.

Superior financial management and debt management:
New car dealers are extensive users of debt capital, exposing them to considerable risk when the economy suddenly weakens. Even as new car sales drop off, dealers must still pay interest on their debt-purchased inventory.

Cost Structure Benchmarks



Profit

New Car Dealers industry operators in California are expected to generate a very slim average profit margin of 0.4% in 2019 because most of their revenue tends to go to purchases.

Wages

The labor force for car dealers comprises primarily salespeople, office workers and repair technicians, and in 2019 wages to these workers account for an average of 6.7% of revenue.

Purchases

Purchases are by far the largest component of the average car dealer's cost structure, comprising 87.6% of revenue and primarily represent new and used vehicle inventories in addition to auto parts and related goods for use in their parts and repair services.

Other Costs

The remaining costs are devoted to marketing, rent and utilities and other small costs.

Basis of Competition

Competition in this industry is ⚠ High and the trend is Increasing

Competition in the US is ⚠ High and Increasing

Major Players

AutoNation Inc.

Market Share: 0.0%-5.0%

AutoNation Inc. is the largest auto retailer in the country and in California. The company operates 254 stores nationwide and 41 in California alone, which generated 18.0% of the company's total revenue. The company leverages its large size to secure efficiency gains through economies of scale. Despite this, the decentralized nature of the New Car Dealers industry means that the company controls well less than 5.0% of the total market. Nonetheless, the company has experienced steady sales growth in recent years and is expected to continue growing in coming years.

Penske Automotive Group Inc.

Market Share: 0.0%-5.0%

The Penske Automotive Group Inc. (Penske) is the second-largest dealership group in the US and California. The company operates 30 franchises in California, where it generated 12.0% of its total revenue for the year and close to 20.0% of its US revenue. Like AutoNation Inc., it leverages its size to reduce inventory costs and maintain a competitive advantage. Penske has also experienced steady growth in recent years that is expected to continue in the near future, though it will still not approach a significant market share, remaining under 5.0% of the market.

Norm Reeves Superstores

Market Share: 0.0%-5.0%

The Norm Reeves Superstores operates 10 locations in Southern California, where it is a regional leader. The dealers sell a variety of makes of autos, but focus primarily on Hondas. It has locations in most auto malls and auto rows in Los Angeles and Orange counties. The company is privately owned and therefore does not release the financial details of its operations. Even so, the company is estimated to generate under 5.0% of industry revenue in 2019.

Longo Toyota/Scion

Market Share: 0.0%-5.0%

Longo Toyota/Scion, founded in 1967, is the largest Toyota dealership in the United States by volume. The retailer spans over 50 acres in the city of El Monte. It sells new and used cars and light trucks from Toyota and associated brands. The company is privately owned and does not release financial information on its operations. IBISWorld estimates the company will account for under 5.0% of the market.

Operating Conditions

Capital Intensity

The level of capital intensity is ⊖ Medium

The level of capital intensity in the US is ⊘ Low

Technology & Systems

Potential Disruptive Innovation: Factors Driving Threat of Change

No used

The level of technology change is ⊘ Low

The level of technology change in the US is ⊘ Low

Revenue Volatility

The level of volatility is ⊖ Medium

The level of volatility in the US is ⊘ Low

Regulation & Policy

The level of regulation is ⚠ **Heavy and the trend is Steady**

The level of regulation in the US is ⚠ **Heavy and Steady**

Regulation of the New Car Dealers industry in California is heavy and steady.

The Department of Motor Vehicles (DMV) sells annual licenses that dealers must hold to operate. Acquiring a license involves submitting to a background and credit check, attending a six-hour long class and passing a 40-question test. In addition, a dealer's salespeople must each hold a Vehicle Salesperson License, also sold by the DMV. Finally, if a vehicle purchased by a consumer has ongoing mechanical issues, the dealer can be held liable following federal Lemon Laws. These regulations are not expected to change significantly in the near future.

Industry Assistance

The level of industry assistance is ⊖ Medium **and the trend is Steady**

The level of industry assistance in the US is ⊖ Medium **and the trend is Steady**

Assistance for the New Car Dealers industry in California is moderate and steady.

The California New Car Dealers Association provides education, services and lobbying for its members. In addition, it has partnerships with local dealer associations which further provide for members on that level. These dealer associations also help with negotiations with manufacturers, allowing dealers to pool resources when dealing with the much larger auto manufacturers. No other significant assistance is available to industry operators, and this is not expected to change significantly over the five years to 2024.

Key Statistics

Industry Data

Year	Revenue ($m)	IVA ($m)	Establishments (Units)	Enterprises (Units)	Employment (Units)	Exports ($m)	Imports ($m)	Wages ($m)	Domestic Demand ($m)	Per Capita Personal Income (Units)
2010	74,927	N/A	1,917	1,593	95,043	N/A	N/A	5,487	N/A	33,551
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2018	128,781	N/A	1,996	1,575	130,452	N/A	N/A	8,582	N/A	31,467
2019	124,029	N/A	1,968	1,555	128,420	N/A	N/A	8,311	N/A	30,846
2020	120,751	N/A	1,949	1,542	127,152	N/A	N/A	8,126	N/A	31,101
2021	120,159	N/A	1,950	1,543	127,563	N/A	N/A	8,103	N/A	31,300
2022	120,893	N/A	1,957	1,548	128,697	N/A	N/A	8,158	N/A	31,438
2023	122,157	N/A	1,969	1,557	130,078	N/A	N/A	8,244	N/A	31,534
2024	124,676	N/A	1,994	1,575	132,278	N/A	N/A	8,406	N/A	31,734

Annual Change

Year	Revenue (%)	IVA (%)	Establishments (%)	Enterprises (%)	Employment (%)	Exports (%)	Imports (%)	Wages (%)	Domestic Demand (%)	Per Capita Personal Income (%)
2010	1.51	N/A	-4.96	-4.39	-4.49	N/A	N/A	-0.03	N/A	-0.31
2011	7.20	N/A	-1.99	-3.46	-0.34	N/A	N/A	5.58	N/A	-2.62
2012	8.32	N/A	-0.27	-0.92	3.55	N/A	N/A	6.68	N/A	-0.19
2013	15.8	N/A	0.26	0.13	5.26	N/A	N/A	3.87	N/A	-0.08
2014	6.58	N/A	2.55	1.70	6.19	N/A	N/A	7.34	N/A	-1.54
2015	8.78	N/A	0.20	-1.10	5.25	N/A	N/A	9.48	N/A	3.46
2016	1.22	N/A	-0.83	-1.05	5.02	N/A	N/A	4.79	N/A	-2.63
2017	6.72	N/A	3.02	2.56	5.22	N/A	N/A	6.35	N/A	-1.15
2018	1.96	N/A	1.16	1.09	2.28	N/A	N/A	2.04	N/A	-1.56
2019	-3.70	N/A	-1.41	-1.27	-1.56	N/A	N/A	-3.16	N/A	-1.98
2020	-2.65	N/A	-0.97	-0.84	-0.99	N/A	N/A	-2.23	N/A	0.82
2021	-0.50	N/A	0.05	0.06	0.32	N/A	N/A	-0.29	N/A	0.64
2022	0.61	N/A	0.35	0.32	0.88	N/A	N/A	0.68	N/A	0.44
2023	1.04	N/A	0.61	0.58	1.07	N/A	N/A	1.05	N/A	0.30
2024	2.06	N/A	1.26	1.15	1.69	N/A	N/A	1.97	N/A	0.63

Key Ratios

Year	IVA/Revenue (%)	Imports/ Demand (%)	Exports/ Revenue (%)	Revenue per Employee ($'000)	Wages/ Revenue (%)	Employees per estab. (Units)	Average Wage ($)
2010	N/A	N/A	N/A	788	7.32	49.6	57,735
2011	N/A	N/A	N/A	848	7.21	50.4	61,161
2012	N/A	N/A	N/A	887	7.10	52.3	63,008
2013	N/A	N/A	N/A	976	6.37	55.0	62,182
2014	N/A	N/A	N/A	980	6.41	56.9	62,856
2015	N/A	N/A	N/A	1,013	6.46	59.8	65,382
2016	N/A	N/A	N/A	976	6.68	63.3	65,239
2017	N/A	N/A	N/A	990	6.66	64.6	65,939
2018	N/A	N/A	N/A	987	6.66	65.4	65,787
2019	N/A	N/A	N/A	966	6.70	65.3	64,719
2020	N/A	N/A	N/A	950	6.73	65.2	63,907
2021	N/A	N/A	N/A	942	6.74	65.4	63,518
2022	N/A	N/A	N/A	939	6.75	65.8	63,387
2023	N/A	N/A	N/A	939	6.75	66.1	63,374
2024	N/A	N/A	N/A	943	6.74	66.3	63,548

Additional Resources

Edmunds.com
http://www.edmunds.com

National Automobile Dealers Association
http://www.nada.org

California New Car Dealers Association
http://www.cncda.org

US Census Bureau
http://www.census.gov

Industry Jargon

BIG THREE
Industry term for the three largest domestic automakers: General Motors, Ford and Chrysler.

FLOOR PLAN FINANCING
A type of financing used to fund purchases of vehicles intended for sale.

LIGHT-DUTY VEHICLE
A passenger vehicle, sport utility vehicle or truck weighing less than 14,000 pounds.

POWERTRAIN
A vehicle's engine and transmission combination.

SURETY BOND
A three-party agreement in which the third-party, or surety, agrees to fulfill contractual obligations.

TERM ASSET-BACKED SECURITIES LOAN FACILITY (TALF)
A Federal Reserve program that issues asset-backed securities collateralized by student loans, auto loans, credit card loans and loans guaranteed by the Small Business Administration.

Glossary

BARRIERS TO ENTRY
High barriers to entry mean that new companies struggle to enter an industry, while low barriers mean it is easy for new companies to enter an industry.

CAPITAL INTENSITY
Compares the amount of money spent on capital (plant, machinery and equipment) with that spent on labor. IBISWorld uses the ratio of depreciation to wages as a proxy for capital intensity. High capital intensity is more than $0.333 of capital to $1 of labor; medium is $0.125 to $0.333 of capital to $1 of labor; low is less than $0.125 of capital for every $1 of labor.

CONSTANT PRICES
The dollar figures in the Key Statistics table, including forecasts, are adjusted for inflation using the current year (i.e., year published) as the base year. This removes the impact of changes in the purchasing power of the dollar, leaving only the "real" growth or decline in industry metrics. The inflation adjustments in IBISWorld's reports are made using the US Bureau of Economic Analysis' implicit GDP price deflator.

DOMESTIC DEMAND
Spending on industry goods and services within the United States, regardless of their

country of origin. It is derived by adding imports to industry revenue, and then subtracting exports.

EMPLOYMENT
The number of permanent, part-time, temporary and seasonal employees, working proprietors, partners, managers and executives within the industry.

ENTERPRISE
A division that is separately managed and keeps management accounts. Each enterprise consists of one or more establishments that are under common ownership or control.

ESTABLISHMENT
The smallest type of accounting unit within an enterprise, an establishment is a single physical location where business is conducted or where services or industrial operations are performed. Multiple establishments under common control make up an enterprise.

EXPORTS
Total value of industry goods and services sold by US companies to customers abroad.

IMPORTS
Total value of industry goods and services brought in from foreign countries to be sold in the United States.

INDUSTRY CONCENTRATION
An indicator of the dominance of the top four players in an industry. Concentration is considered high if the top players account for more than 70% of industry revenue. Medium is 40% to 70% of industry revenue. Low is less than 40%.

INDUSTRY REVENUE
The total sales of industry goods and services (exclusive of excise and sales tax); subsidies on production; all other operating income from outside the firm (such as commission income, repair and service income, and rent, leasing and hiring income); and capital work done by rental or lease. Receipts from interest royalties, dividends and the sale of fixed tangible assets are excluded.

INDUSTRY VALUE ADDED (IVA)
The market value of goods and services produced by the industry minus the cost of goods and services used in production. IVA is also described as the industry's contribution to GDP, or profit plus wages and depreciation.

INTERNATIONAL TRADE
The level of international trade is determined by ratios of exports to revenue and imports to domestic demand. For exports/revenue: low is less than 5%, medium is 5% to 20%, and high is more than 20%. Imports/domestic demand: low is less than 5%, medium is 5% to 35%, and high is more than 35%.

LIFE CYCLE
All industries go through periods of growth, maturity and decline. IBISWorld determines an industry's life cycle by considering its growth rate (measured by IVA) compared with GDP; the growth rate of the number of establishments; the amount of change the industry's products are undergoing; the rate of technological change; and the level of customer acceptance of industry products and services.

NONEMPLOYING ESTABLISHMENT
Businesses with no paid employment or payroll, also known as nonemployers. These are mostly set up by self-employed individuals.

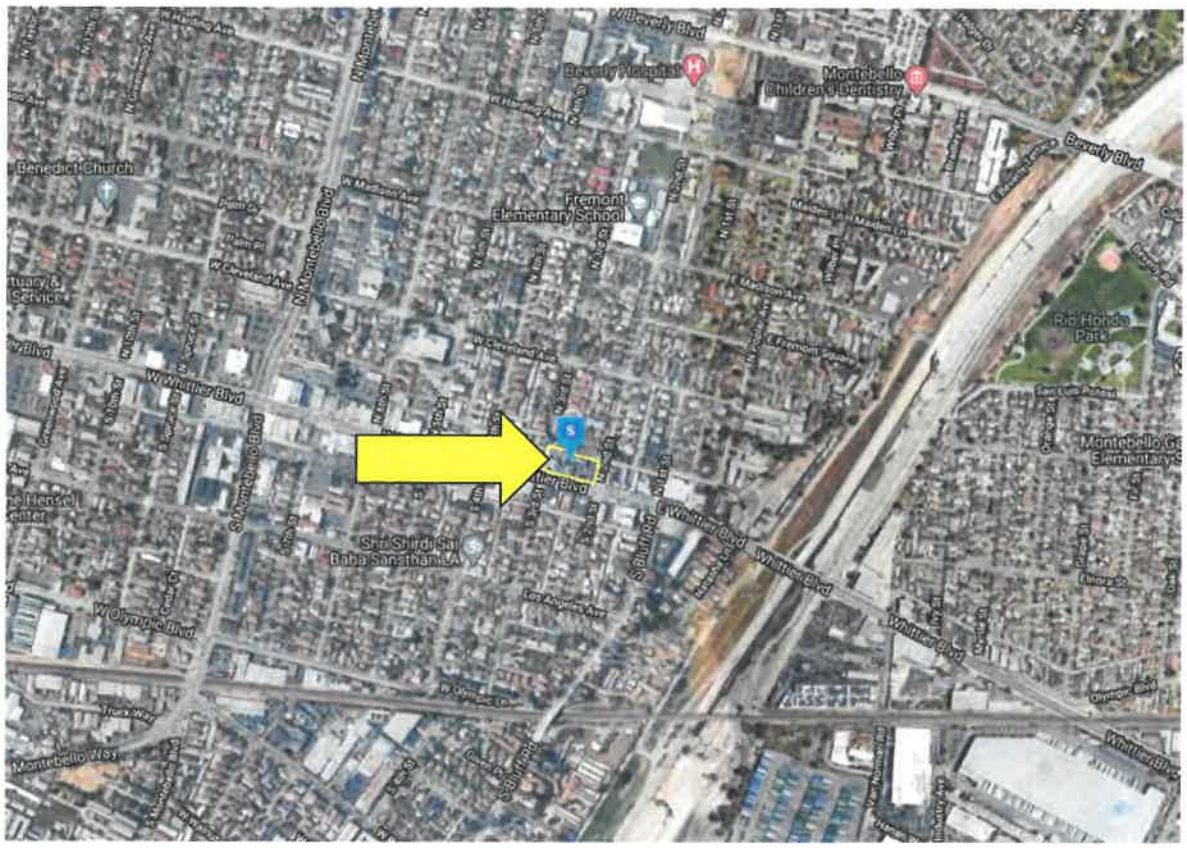
PROFIT
IBISWorld uses earnings before interest and tax (EBIT) as an indicator of a company's profitability. It is calculated as revenue minus expenses, excluding interest and tax.

REGIONS
West | CA, NV, OR, WA, HI, AK
Great Lakes | OH, IN, IL, WI, MI
Mid-Atlantic | NY, NJ, PA, DE, MD
New England | ME, NH, VT, MA, CT, RI
Plains | MN, IA, MO, KS, NE, SD, ND
Rocky Mountains | CO, UT, WY, ID, MT
Southeast | VA, WV, KY, TN, AR, LA, MS, AL, GA, FL, SC, NC
Southwest | OK, TX, NM, AZ

VOLATILITY
The level of volatility is determined by averaging the absolute change in revenue in each of the past five years. Volatility levels: very high is more than ±20%; high volatility is ±10% to ±20%; moderate volatility is ±3% to ±10%; and low volatility is less than ±3%.

WAGES
The gross total wages and salaries of all employees in the industry. The cost of benefits is also included in this figure.

AERIAL MAP (SURROUNDING NEIGHBORHOOD)



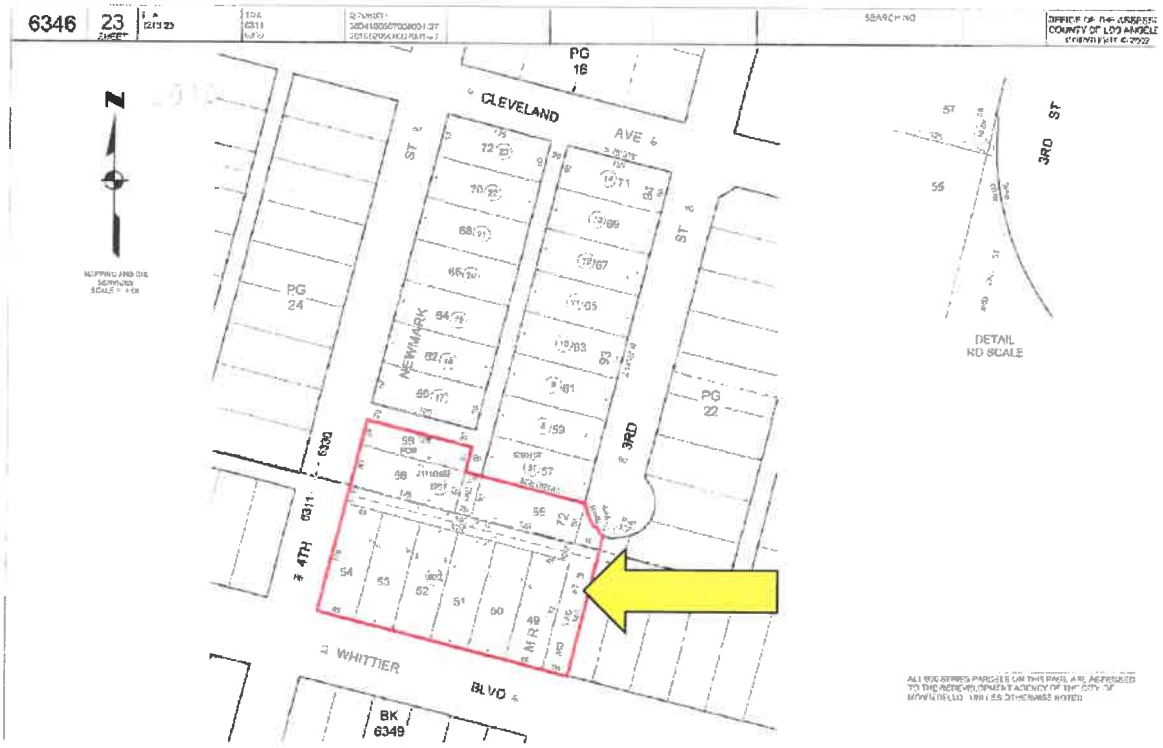
PARCEL MAP

APN: 6346-022-900 & 901



PARCEL MAP

APN: 6346-023-900 & 901



SUBJECT SITE DESCRIPTION

Property Type and Location:
The subject property consists of Automotive Dealership located at 310 W. Whittier Boulevard, Montebello, Los Angeles County, CA 90640-5324. The property is Identified by Assessor Parcel Numbers 6346-022-900, 6346-022-901, 6346-023-900, & 6346-023-901. The entire building is 45,211 square feet per building floorplans, was constructed in 2003/2012 per Costar, and the lot size is 2.70 acres or 117,504 Square Feet per Costar.

The subject is an auto dealership and auto repair property with one building containing 45,211 square feet. There are 8,377 square-feet (excluded from GBA) of various ancillary covered display areas, canopies, overhangs, car ramp, and stairs. There are parking areas throughout the site. The building also features roof-top parking accessible by a large vehicle ramp on the west side of the building. There is internal building access to the roof-top parking lot via a pedestrian elevator and stairwell.

The building features a showroom area with a waiting area, perimeter private offices, sales offices, and a set of men's and women's restrooms. There is also service garage area with 36 service stations, floor drains and good clear height. The rear portion of the building is service area with good utility. There is a dedicated parts area utilized for parts storage. The design is considered overall functional. Please, refer the attached site plan and subject photographs for the layout of the building improvements on the site.

SUBJECT PROPERTY SITE DESCRIPTION

Item	Ex	Gd	Av	Fr	Pr
Access		X			
Street Frontage		X			
Shape			X		
Functional Utility			X		
Visibility			X		
Landscaping			X		
Drainage			X		
Adequacy of Utilities			X		
Lot Utility			X		
Ingress/Egress		X			
On-site Traffic Pattern			X		

Size and Shape
The lot size is 2.70 acres or 117,504 Square Feet per Costar. The site is irregular in shape.

Assessor Parcel Number	Site Size
6346-022-900	40,644 Sq. Ft.
6346-022-901	13,664 Sq. Ft.
6346-023-900	42,000 Sq. Ft.
6346-023-901	21,196 Sq. Ft.
TOTAL	117,504 Sq. Ft.

Coverage Area Ratio
45,211 square feet / 117,504 square feet or 38.47%

Topography and Drainage
The subject land is primarily level.

Earthquake Hazard
The subject is not located within an Alquist-Priolo Special Studies Zone according to the City's engineering department.

Soils Report
I have not been provided with a soils report. This appraisal assumes that the soil is of adequate load-bearing capacity to support the improvements. One important factor is that the subject property is within an area classified as moderate liquefaction. In addition, the subject is in an area with soils subsidence active.

Utilities
All the necessary utilities reportedly exist to the site. These utilities include public telephone, public electricity, public gas, and public water and sewer.

Easements and Restrictions
A current title report was not provided for our review. No opinion of title is rendered by us, and I assume that there are no easements, liens, encroachments, encumbrances or other property restrictions which would adversely affect the value of the subject property as estimated herein. No survey of the boundaries of the property was undertaken by us. All areas and dimensions furnished are presumed to be correct.

Nuisances and Hazards
During my inspection, I did not note any nuisances or hazards affecting the subject property. I was not provided with an Environmental Site Assessment for the subject property but did request one. I assume there are no hidden or non-apparent conditions nor substances in the soil or sub-soil which may be hazardous or toxic. Based on a visual inspection of the subject site and the surrounding areas, the subject site does not appear to be impacted with hazards or nuisances.

Environmental Factors
The clients are advised to obtain a phase 1 or phase 2 environmental report, if desired. I am not qualified to evaluate any conditions regarding hazardous waste materials.

Soil Conditions
No soil survey was available, but this site has been stable for a number of years with no obvious evidence of problems. This soil appears to be a slightly sandy loam.

Anticipated Public or Private Improvements
No unique public improvements are anticipated in the near future.

Natural, Cultural, recreational, and Scientific Resources
None apparent

Restrictions on use and Development
No restrictions other than those imposed by the zoning ordinances.

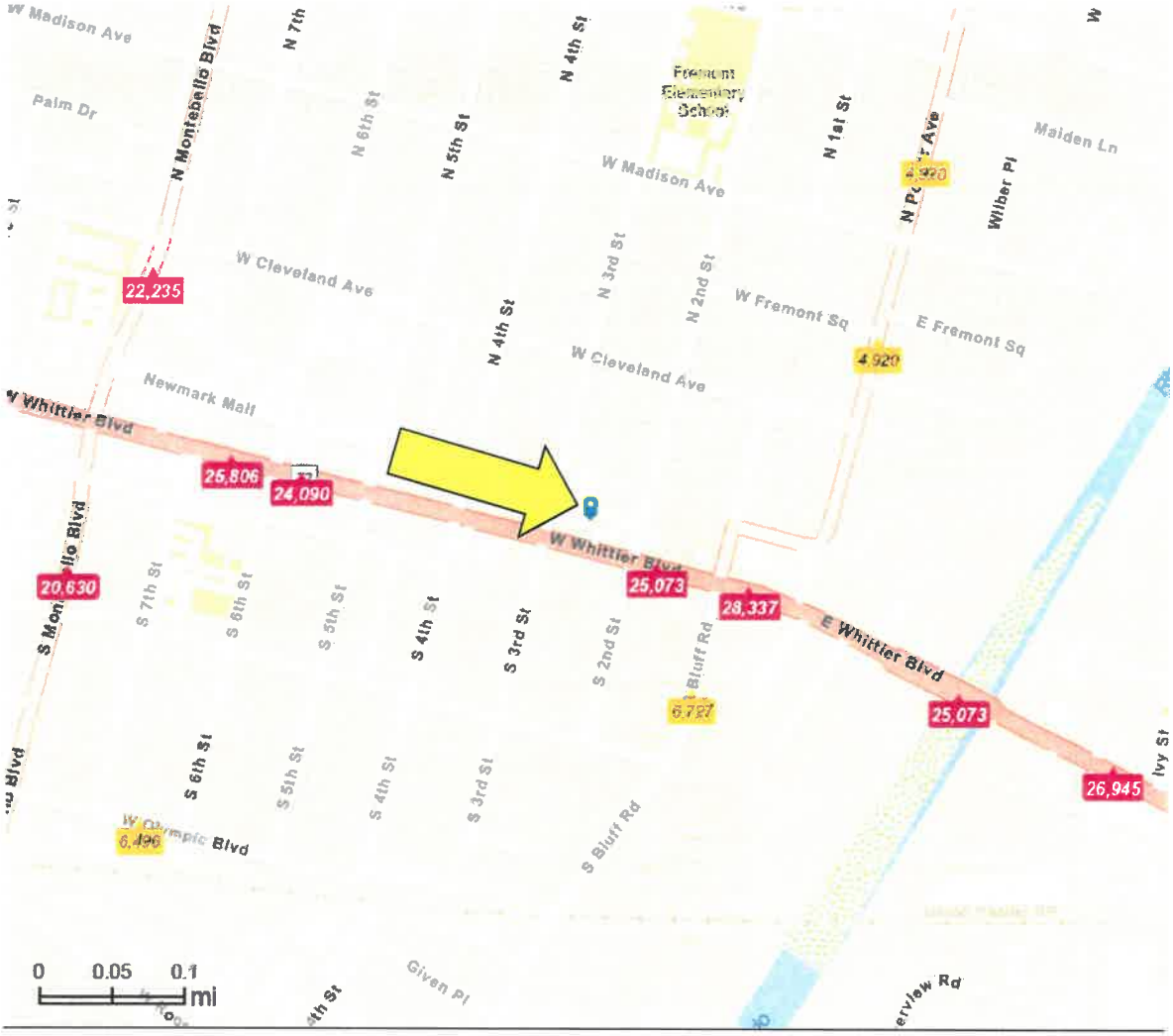
Covenants, Conditions, and Restrictions
None.

Functional Adequacy and Conclusion
The subject site is adequate for the subject property.

Photographs
Photographs of the subject property were taken on the date of the appraisal inspection. Please see the photographs forthcoming.

Streets and Access
The subject is on the northern side of W. Whittier Blvd, a two lane each side in an east/west direction asphalt-paved arterial street. Traffic counts are 25,073 vehicles per 24-hour period as shown below per 24-hour period per STDB. Please see the forthcoming traffic map and counts.

TRAFFIC MAP


W Madison Ave
Palm Dr
N Montebello Blvd
N 7th
N 6th St
N 5th St
N 4th St
Fremont Elementary School
N 1st St
N Pacific Ave
Maiden Ln
Wilber Pl
W Madison Ave
W Cleveland Ave
N 3rd St
N 2nd St
W Fremont Sq
E Fremont Sq
22,235
4,920
Newmark Mall
W Whittier Blvd
25,806
24,090
20,630
W Whittier Blvd
25,073
28,337
E Whittier Blvd
25,073
26,945
S 7th St
S 6th St
S 5th St
S 4th St
S 3rd St
S 2nd St
S Bluff Rd
6,727
S 6th St
S 5th St
S 4th St
S 3rd St
S Bluff Rd
W Olympic Blvd
6,496
Ivy St
Given Pl
0 0.05 0.1 mi

TRAFFIC MAP COUNTS

esri

Traffic Count Profile

310 W Whittier Blvd, Montebello, California, 90640
Rings: 1, 3, 5 mile radii

Prepared by Esri

Distance:	Street:	Closest Cross-street:	Year of Count:	Count:
0.06	Whittier Blvd	S 2nd St (0.02 miles W)	2011	25,073
0.12	E Whittier Blvd	Whittier Blvd (0.25999999 miles SE)	2001	28,337
0.14	Bluff Rd	Los Angeles Ave (0.05 miles S)	2011	6,727
0.20	Whittier Blvd	S 6th St (0.02 miles W)	2008	24,090
0.23	N Poplar Ave	E Cleveland Ave (0.03 miles S)	2011	4,920
0.25	Whittier Blvd	S 7th St (0.03 miles W)	2011	25,806
0.28	E Whittier Blvd	Whittier Blvd (0.1 miles SE)	2011	25,073
0.34	N Poplar Ave	Malden Ln (0.04 miles N)	2011	4,920
0.34	N Montebello Blvd	W Cleveland Ave (0.02 miles N)	2011	22,235
0.36	S Montebello Blvd	Los Angeles Ave (0.03 miles S)	2008	20,630
0.37	W Olympic Blvd	S 7th St (0.03 miles W)	2011	6,496
0.39	Bluff Rd	Mountain View Ave (0.01 miles SW)	2011	6,727
0.40	Whittier Blvd	E Whittier Blvd (0.01 miles NW)	2000	26,945
0.42	Ivy St	Elnora St (0.02 miles N)	2000	1,327
0.44	N Montebello Blvd	W Madison Ave (0.06 miles S)	2011	26,953
0.45	Poplar Ave	N Poplar Ave (0.06 miles S)	2011	4,920
0.46	Whittier Blvd	S Spruce St (0.03 miles E)	2011	24,070
0.47	Myrtle St	Elnora St (0.04 miles N)	2000	2,404
0.49	W Beverly Blvd	N 4th St (0.02 miles W)	2011	28,843
0.52	Whittier Blvd	Orange St (0.02 miles E)	2005	30,000
0.52	Beverly Blvd	I- 605 (2.04999995 miles SE)	2011	28,843
0.53	W Beverly Blvd	N 6th St (0.02 miles NW)	2011	28,843
0.54	W Olympic Blvd	S Spruce St (0.02 miles E)	2011	11,828
0.54	Poplar Ave	E Beverly Blvd (0.03 miles S)	2011	4,392
0.57	S Greenwood Ave	Los Angeles Ave (0.02 miles S)	2011	3,783
0.60	S Montebello Blvd	W Walnut Ave (0.03 miles NE)	2011	4,234
0.61	Beverly Blvd	I- 605 (1.88 miles SE)	2011	28,843
0.63	W Beverly Blvd	N Spruce St (0.04 miles W)	2011	30,840
0.65	Whittier Blvd	N Taylor Ave (0.03 miles W)	2011	30,993
0.66	N Montebello Blvd	W Victoria Ave (0.04 miles N)	2008	24,940

Zoning and Planning

Chapter 17.28 - C-2 GENERAL COMMERCIAL ZONE
17.28.010 - Purpose.

The C-2 zone is established to provide for business centers in areas where a wide range of retail sales and service establishments are needed to accommodate the surrounding community.

(Prior code § 9240.1)

17.28.020 - Permitted uses.

Uses permitted in the general commercial (C-2) zone shall generally be those with higher traffic and longer hours such as retail sales, medical and professional offices, general office, as well as service stations and automobile sales yards subject to conditional use permits:

A. Principal uses:
   1. See Appendix A, Index of Primary Uses, for specific uses allowed in the C-2 zone;

B. Accessory uses:
   1. All accessory uses and structures incidental to the permitted primary use,
   2. Automobile service and garages when repair is incidental to the operation of a permitted automobile service station or auto sale use and; provided, that all repair work is conducted within an enclosed building,
   3. Outdoor vending subject to a conditional use permit and the following limitations:
      a. Primary business must have at least thirty thousand square feet of floor area,
      b. Primary business must be located at least eighty feet from a public street,
      c. Vending operations must be located immediately adjacent to the primary business' building,
      d. Vending operations may be conducted only during hours in which the primary business is in operation,
      e. The primary business to which the vending operations are accessory must be at least one thousand feet away from any other business which has outdoor vending operation(s);
   4. Dancing, pool and billiard tables and amusement games machines which are accessory to restaurants, cafes, bars and cocktail lounges; provided, that the accessory uses are limited to a maximum usage of twenty-five percent of the total floor area used by the primary use,
   5. Dry cleaning plants accessory to a retail dry cleaning agency located on the same premises, excluding carpet cleaning,
   6. Retail sale of used articles taken as trade-in on the sale of new articles when such new articles are sold from the premises,

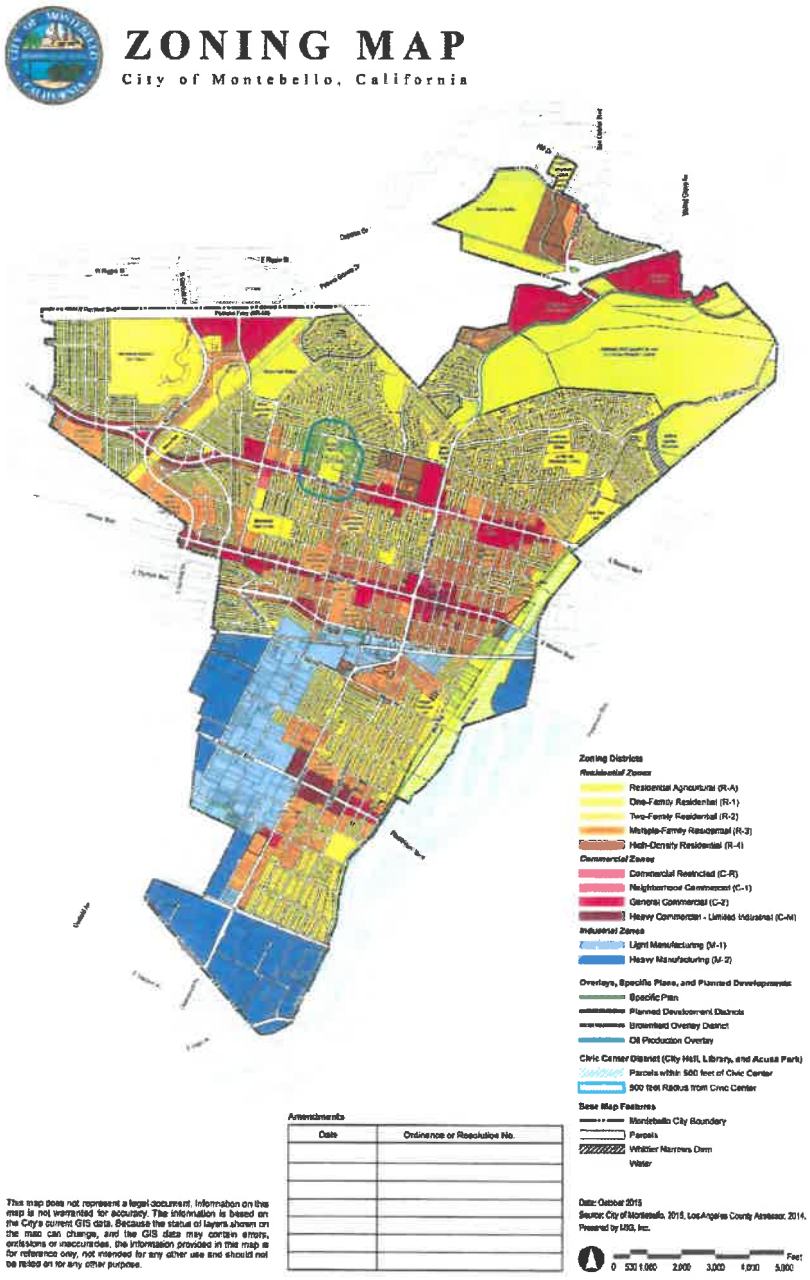
7. Dwellings; provided, that only those portions of a building located above the ground floor may be used for dwelling purposes, and that the dwellings are occupied only by persons employed on the premises or by the owner of the property. Front and side yard requirements are not applicable to these dwellings.

(Prior code § 9240.2)

Zone	Minimum Lot			Maximum		
	Area	Width	Depth	Building Height	Floor Area Ratio	Lot Coverage
C-R	5,000 sq. ft.	50 ft	100 ft	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	0.5:1	60%
C-1	5,000 sq. ft.	50 ft.	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	1:1	Unlimited except for required yard areas
C-2	2,500 sq. ft	25 ft.	100 ft	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	3:1	Unlimited except for required yard areas
C-M	7,500 sq. ft.	25 ft	100 ft.	35 ft. where common lot line with R-1 (25 ft. for any portion of building within 15 ft. of R-1 property)	2:1	Unlimited except for required yard areas

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

FULL ZONING MAP



ZONING MAP


N Montebello Blvd
W Whittier Blvd
W Olympic Blvd
Olympic Ln
E Whittier Blvd
S Vail Ave
Mines Ave

Flood Map

The area has been identified by the Federal Emergency Management Agency (FEMA), Federal Insurance Administration Flood Insurance Rate Maps firm as being out of a flood zone. The property is in flood zone X. The map and panel number are 06037C1663F. The map was dated on 09/26/2008. Questions should be directed to Emergency Management Specialist, Southern California Area, Federal Emergency Management Agency, Flood Branch Region 9, the Presidio Building 105, and San Francisco, CA 94129. The phone number is (800) 358-9616.

RiskMeter

310 W WHITTIER BLVD MONTEBELLO, CA 90640-5300

LOCATION ACCURACY: 9 Excellent

Flood Zone Determination Report

Flood Zone Determination: OUT

COMMUNITY	060141	PANEL	1663F
PANEL DATE	September 26, 2008	MAP NUMBER	06037C1663F



DESCRIPTION OF SUBJECT IMPROVEMENTS

The construction, quality, functional utility and other features described as follows are based upon an inspection of the subject property. We relied on the measurements and areas that were given to the appraisers. A copy of this floor plan is included in this section of the report. Should a future engineering study be conducted which results in measurements different from those reported herein, we reserve the right to adjust our opinions of value accordingly. This is a condition of this report.

Property Type and Location:
The subject property consists of Automotive Dealership located at 310 W. Whittier Boulevard, Montebello, Los Angeles County, CA 90640-5324. The property is Identified by Assessor Parcel Numbers 6346-022-900, 6346-022-901, 6346-023-900, & 6346-023-901. The entire building is 45,211 square feet per building floorplans, was constructed in 2003/2012 per Costar, and the lot size is 2.70 acres or 117,504 Square Feet per Costar.

The subject is an auto dealership and auto repair property with one building containing 45,211 square feet. There are 8,377 square-feet (excluded from GBA) of various ancillary covered display areas, canopies, overhangs, car ramp, and stairs. There are parking areas throughout the site. The building also features roof-top parking accessible by a large vehicle ramp on the west side of the building. There is internal building access to the roof-top parking lot via a pedestrian elevator and stairwell.

The building features a showroom area with a waiting area, perimeter private offices, sales offices, and a set of men's and women's restrooms. There is also service garage area with 36 service stations, floor drains and good clear height. The rear portion of the building is service area with good utility. There is a dedicated parts area utilized for parts storage. The design is considered overall functional. Please, refer the attached site plan and subject photographs for the layout of the building improvements on the site.

Gross Building Area
The building is 45,211square feet +/- according to building floorplans submitted to the appraiser.

SUBJECT PROPERTY SITE DESCRIPTION					
Item	**Ex**	**Gd**	**Av**	**Fr**	**Pr**
Access		X			
Street Frontage		X			
Shape			X		
Functional Utility			X		
Visibility			X		
Landscaping			X		
Drainage			X		
Adequacy of Utilities			X		
Lot Utility			X		
Ingress/Egress		X			
On-site Traffic Pattern			X		

Size and Shape of the Site
The lot size is 2.70 acres or 117,504 Square Feet per Costar. The site is irregular in shape.

Assessor Parcel Number	Site Size
6346-022-900	40,644 Sq. Ft.
6346-022-901	13,664 Sq. Ft.
6346-023-900	42,000 Sq. Ft.
6346-023-901	21,196 Sq. Ft.
TOTAL	117,504 Sq. Ft.

Basic Construction

Effective Age/Remaining Economic Life/Year Built

The subject property was built in 2003/ Renovated 2012 per Datatree and Costar with an effective age of 25 years and 20 years remaining economic life. Marshall Valuation Life is estimated at 45 years.

Type of Construction

Class C, Concrete block and wood frame/stucco with aluminum frame glass window lines towards frontage.

Architectural Type

Class-C Average

Number of Floors

Both buildings are one story

Foundation

The foundation is concrete slab foundation on grade.

Exterior Walls

Concrete block/brick and wood frame/stucco

Partitioning

Interior finishes in the office/showroom/warehouse or storage areas include carpet and tile flooring, painted drywall walls, dropped acoustic and painted drywall ceilings and a blend of incandescent and fluorescent lighting. The service garages have concrete block walls, concrete floors, exposed wood truss ceilings and dropped fluorescent lights.

Windows

Aluminum frame glass window lines in front of the building

Roof Cover

The roof is Composition Material.

Rest Rooms

Four (4) total

Heating/Cooling

HVAC to Office/showroom areas only

Demised

The property is designed for a single occupant.

Ceiling/Lighting
Custom incandescent & fluorescent lighting/ Open ceiling

Fire Conformance
In conformance

Floor Covering
Tile flooring in the showroom, offices, & restroom for the showroom/sales office building. Interior finishes in the office/showroom/warehouse or storage areas include carpet and tile. The parts/service department building has concrete flooring.

Paving
Asphalt gated parking lot.

Landscaping
Landscape and hard-scape consist of planters, walkways, and asphalt parking lot. All are average maintenance

Electrical Power
To Uniform building code.

Elevator
One

Handicap Access
In conformance per plans and specifications.

Condition
Average

Quality
Average

Physical Inadequacies/Repairs
The building is in average condition overall with no functional inadequacies noted.

Functional Inadequacies
None noted

Upgrades
Standard

Site improvements
Asphalt parking, average maintained landscape and hardscape.

Deferred Maintenance
None noted

External Obsolescence
None noted

Floor plan
The floor plan / sketch is contained in this report

Repairs Needed
None

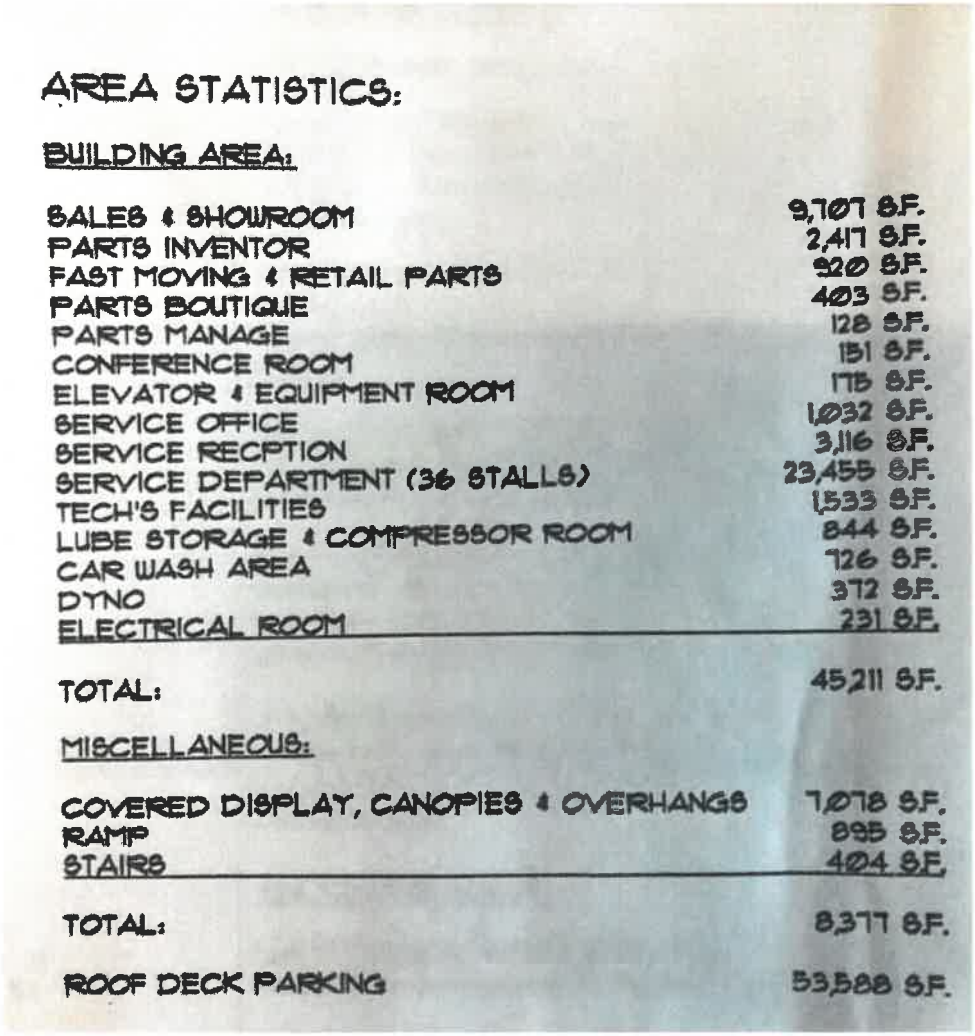
Roll Up Doors
Two (2) grade level loading doors that close, and two open bays that provide access to the service area but don't have permanent closeable doors.

Parking
This CUP dictated the total allowed parking spaces at 393 spaces including the roof-top parking. The subject is legally parked per the permits issued. Per the site plans submitted, the subject has 393 parking spaces on-site indicating a ratio of 8.69/1,000.

Overall, the subject has an active conditional use permit and adequate on-site parking making it a legal and conforming use of the site.

Clear Height
24 to 26 Feet

BUILDING AREA



AREA STATISTICS:

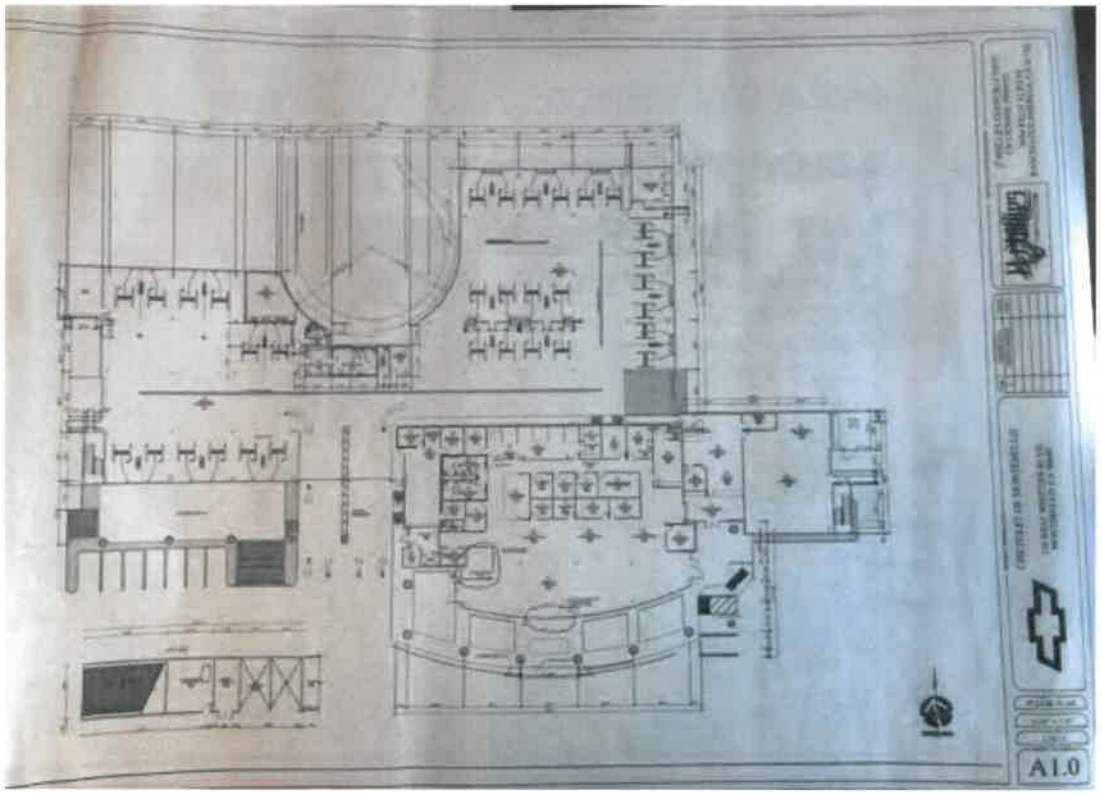
BUILDING AREA:

SALES & SHOWROOM	9,707 S.F.
PARTS INVENTOR	2,417 S.F.
FAST MOVING & RETAIL PARTS	920 S.F.
PARTS BOUTIQUE	403 S.F.
PARTS MANAGE	128 S.F.
CONFERENCE ROOM	151 S.F.
ELEVATOR & EQUIPMENT ROOM	175 S.F.
SERVICE OFFICE	1,032 S.F.
SERVICE RECPTION	3,116 S.F.
SERVICE DEPARTMENT (36 STALLS)	23,455 S.F.
TECH'S FACILITIES	1,533 S.F.
LUBE STORAGE & COMPRESSOR ROOM	844 S.F.
CAR WASH AREA	726 S.F.
DYNO	372 S.F.
ELECTRICAL ROOM	231 S.F.
TOTAL:	45,211 S.F.

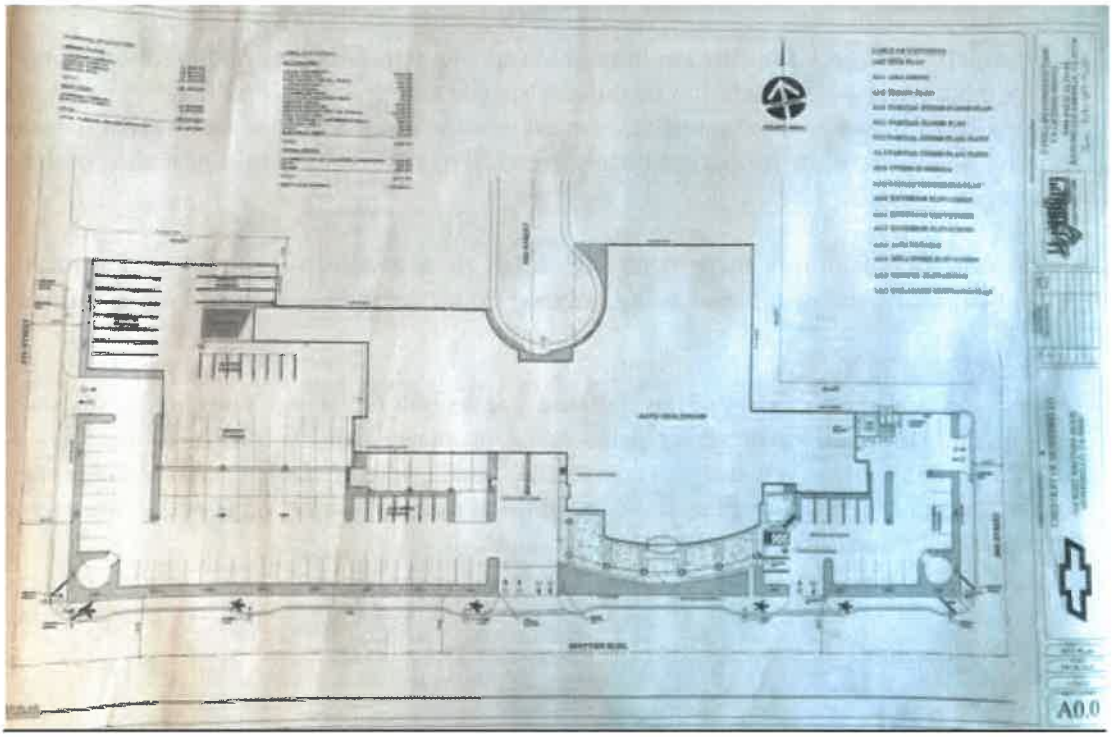
MISCELLANEOUS:

COVERED DISPLAY, CANOPIES & OVERHANGS	7,078 S.F.
RAMP	895 S.F.
STAIRS	404 S.F.
TOTAL:	8,377 S.F.
ROOF DECK PARKING	53,588 S.F.

BUILDING FLOORPLAN



SITE PLAN



ASSESSED VALUATION AND TAXES

Real property taxes in California are limited to one percent of market value of the property, as of a specified base year plus bonded indebtedness/special assessments. The base year valuation is the 1975 Assessor's market value estimate, or market value indicated by a sale, or market value based upon reassessment of the property which is triggered by new construction or leasing of the property on a long-term basis.

To provide for inflation, if there is no sale, lease, or new construction, there is a maximum two percent per year increase allowed in the assessed values assigned to land and improvements.

Assessed Value 2020

I/we were provided with a copy of the 2019 tax year tax bills (current). The client is advised to check with the title company for the exact status of the property taxes. According to the Tax Collector's office, if the subject property is sold, taxes will be based upon the market value of the property at the time of transfer. The taxes will increase based upon the new market value of the property reflecting the reassessed value of the improvements and land.

TAX BILL

The subject parcel is located in Tax Rate Area 06-311 with a 2019-20 tax rate of 1.321605% plus direct assessments. The subject's assessed value and taxes for the 2019-20 tax year follows:

Assessor Parcel Number	Land Value	Improvement Value	Total Value	Base Taxes	Special Assessments	Total Taxes
6346-022-900	$519,020	$0	$519,020	$6,859.39	See Below	See Below
6346-023-900	$537,852	$0	$537,852	$7,108.28	See Below	See Below
6346-023-901	$234,891	$0	$234,891	$3,104.33	See Below	See Below
6346-022-901	$147,880	$0	$147,880	$1,954.39	See Below	See Below
Total	$1,439,643	$0	$1,439,643	$19,026.39	$483.61	$19,510.00

They have not assessed values to the building improvements presumably due to the city-owned status of the property. The existing subtenant reportedly does pay property taxes based on the assessed land value plus special assessments and had a 2019 tax bill of $19,510.

Assuming re-assessment to our estimated fee simple market value without consideration for the existing leases, at $11,700,000, the new annual taxes based on the 2019-2020 base tax rate of 1.321605% plus current direct assessments will be $155,111.

HIGHEST AND BEST USE

According to the **Dictionary of Real Estate Appraisal** a publication of The Appraisal Institute, highest and best use is defined as:

1. The reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal;

2. The reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that result in the highest present land value; and

1.The most profitable use.

I have evaluated the site's highest and best use as if vacant as well as its highest and best use as improved.

In each case the use must be (1) physically possible, (2) legally permissible, (3) financially feasible, and (4) maximally productive.

"AS IF" VACANT

Highest and Best Use of Property - As if Vacant is described as "Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements."[1]

Legally Permissible

The subject is zoned C-2 (GENERAL COMMERCIAL ZONE). The purpose of the commercial (C-2) zone is to allow for the establishment and operation of retail and business uses in conveniently located areas of the city. These uses are intended to provide a variety of goods and services necessary to meet the needs of the resident and business populations. Development intensity is restricted in the commercial (C-2) zone to protect adjacent residential areas from unnecessary disruptions. Uses allowed in the C-2 zone include, but are not limited to, retail businesses, restaurants, personal services, offices, repair shops and parking.

[1] The Dictionary of Real Estate Appraisal, Third Edition (1993), p. 171.

Physically Possible

The pertinent physical factors affecting the highest and best use of the subject property fall under two categories: site characteristics and location characteristics. Site characteristics include: size, dimensions, topography, soil conditions, and the availability of adequate utilities. Location characteristics include: access to transportation modes, availability of labor and materials, proximity to markets, and the impact of the surrounding neighborhood.

The subject site is generally level and if vacant could accommodate nearly most multi-family uses. The subject has adequate frontage, good ingress and egress, adequate coverage ratio, and adequate parking capabilities.

The site has good accessibility, facilitating the availability of the diverse labor pool from other areas, materials and products to and from the location. These features are beneficial for most commercial uses and enhance the desirability of the subject property for such uses.

As discussed in the area analysis section, the subject is located in an area comprised of commercial and mixed uses. The predominant use along the subject street is commercial properties. This enhances the value of the site for this use. The positive influences of the subject's physical site characteristics and desirable commercial building location support the development of the subject parcel with a commercial property.

Financially Feasible

The third test is what uses are financially feasible. That is, will the use return a value to the land which is above the cost of the development. In general, a commercial development appears to be financially feasible in the current market and is well supported by the building activity taking place in the area. Based on preliminary analysis of land values and costs, a commercial building development on the subject site will currently return a higher profit to the land.

Therefore, it is my opinion that as of the date of value the most feasible use of the land, if it were vacant, would be for commercial building development. Commercial development would generate significantly higher net income than an alternative use and after considering the cost to construct each type of property, a commercial use would be the highest and best use. This is also well supported by the surrounding uses in the existing area with similar zoning.

Maximally Productive

The fourth and final test is what use will produce the highest net return. This analysis has indicated that commercial use that would be financially feasible for the subject site if it were vacant as of the date of value, since the rent levels have returned to the levels required to support new development.

Conclusion of Highest and Best Use - As Vacant

Zoning regulations dictate that the most probable use of the site is some type of commercial use. It is my opinion that, due to current economic conditions, as of the date of value it is most financially feasible for commercial development of the site.

Conclusion of Highest and Best Use - As Improved

The subject improvements are designed in a cosmetic quality exterior fashion such that, in my opinion, conform to the immediate area. Furthermore, a comparison of the value conclusions reached in the valuation analysis which follows, indicates that the improvements have a contributory value to the land. No alternative use that would be more productive or more financially rewarding was noted and therefore, after having applied the tests of availability, adaptability, and demand, I have concluded that the Highest and Best Use "As improved" of the subject site is the existing commercial building automotive dealership. The most likely user would be an investor looking for a passive income stream within the next 3 to 6-month period.

VALUATION METHODOLOGY

Basis of Valuation

Valuation is based upon general and specific background experience, opinions of qualified informed persons, consideration of all data gathered during the investigative phase of the appraisal, and analysis of all market data available to us.

Valuation Approaches

The three basic approaches to value are: The Cost Approach, the Income Approach, and the Sales Comparison Approach.

COST APPROACH

This approach entails the preparation of the replacement or reproduction cost estimate of the subject property improvements new (maintaining comparable quality and utility) and then deducting for losses in value sustained through age, wear and tear, functionally obsolescent features, and economic factors affecting the property. The contributory land value is then added to the depreciated cost and an entrepreneurial profit to arrive at a value estimate.

INCOME APPROACH

This approach is based upon the theory that the value of property tends to be set by the expected net income to the owner. It is in effect the capitalization of expected future income into present worth. This approach requires an estimate of net income, an analysis of all expense items, the selection of a capitalization rate, and the processing of the net income stream into a value estimate.

SALES COMPARISON

This approach is based upon the principle that the value of a property tends to be set by the price at which comparable properties have recently been sold or for which they can be acquired. This approach requires a detailed comparison of sales of comparable properties with the subject property. One of the main requisites, therefore, is that sufficient transactions of comparable properties be available to provide an accurate indication of value and that accurate information regarding price, terms, property description and use be obtained through interview and observation.

The following Appraisal Report is intended to comply with the reporting requirements as set forth under standards rule 2-2 (a) of the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP). It contains detailed discussion of the data, reasoning, and analyses that were used to develop the opinions of value. I/we have completed all three classical approaches to value which are the Cost, Income and the Sales Comparison Approaches.

THE COST APPROACH

General

The Cost Approach to value is one of the three methods used in the valuation process. Its basic premise is that the value of the land, as if vacant, plus the depreciated cost of the improvements, represents the estimated cost (not value) of the property. The addition of an entrepreneurial profit, or margin of return for undertaking the development project, is necessary to equate the estimated cost to an indication of value. The Cost Approach involves these steps:

1. Valuation of the land as if vacant.

2. Estimating the current replacement cost new of the improvements.

3. Estimating the entrepreneurial profit.

4. Estimating the amount of accrued depreciation.

5. The land value is added to the depreciated replacement cost of all improvements plus any entrepreneurial profit.

In estimating the construction costs of the subject improvements, I/we have relied on Marshall Valuation Service and on data from our files on similar properties. I consulted the Marshall Valuation Service in arriving at an estimated total physical life.

LAND VALUATION

Depending on a specific appraisal assignment, any of the following six methods may be used to value land or a site.

The First is the Sales Comparison Approach section of a report. It is a process of analyzing sales of similar, recently sold sites in order to derive an indication of the most probable sales price (or Value) of the property being appraised. The reliability of this approach is dependent upon, 1) the availability of comparable sales data, 2) the verification of the sales data, 3) the degree of comparability or extent of adjustment necessary for differences, and 4) the absence of non-typical conditions affecting sales price.

Second, the Land Residual Technique of the Income Approach is a valuation technique used to estimate land value when sales data on similar parcels of vacant land are not available. The land residual technique can be used to estimate land value when 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or can be estimated, 3) both building and land capitalization rates can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence. To apply the land residual technique, an appraiser first determines what actual or hypothetical improvements represent the highest and best use of the site. Then the stabilized, annual net operating income to the property is estimated from market rents and operating expenses as of the date of the appraisal. Next, the appraiser calculates how much of the income is attributable to the building and subtracts this amount from the total net operating income. The remainder is the residual income to the land. There are several variations of the land residual technique. In one variation, the property is valued as improved and the cost of the improvements and any profit are deducted. The sum remaining is the residual value of the land.

The Third procedure, the Subdivision Development Method or Developmental Analysis, is used to value land when subdivision and development represent the highest and best use of the appraised parcel. Subdivision development analysis may involve industrial, commercial, residential, or recreational land. The subdivision of land is the normal pattern of real estate development. A planned subdivision can create a higher, better, and more intense property use when zoning, available utilities, community conditions, access, and other influential elements are favorably combined. Traditionally subdivision developers divide large tracts into smaller plots and create roads, drainage systems, public utilities, and other improvements that are required by local law and zoning ordinances. An appraiser begins to analyze a subdivision development by determining the number and size of the lots that can be created from the appraised land physically, legally, and economically. A sales comparison analysis of finished lots/buildings is then undertaken. After adjusting the comparable sales for differences, the appraiser estimates the most likely retail sale prices of the lots/buildings, the probable development period, and the absorption rate. All direct and indirect costs associated with development and marketing the lots/buildings must be deducted

from the sum of their projected sale prices. Carrying costs such as taxes, insurance premiums, and, overhead expenses must be considered along with marketing costs for sales commissions and advertising. Further deductions must be made to provide an appropriate return on the total investment during the development period and an entrepreneurial profit of the developer Development and marketing costs and entrepreneurial profit are deducted from the projected gross sale price to arrive at the net sales proceeds. The periodic net sales proceeds are then discounted to present value at an appropriate yield rate over the estimated period required for project development and market absorption. The result is an indication of the value of the raw land or finished lot value.

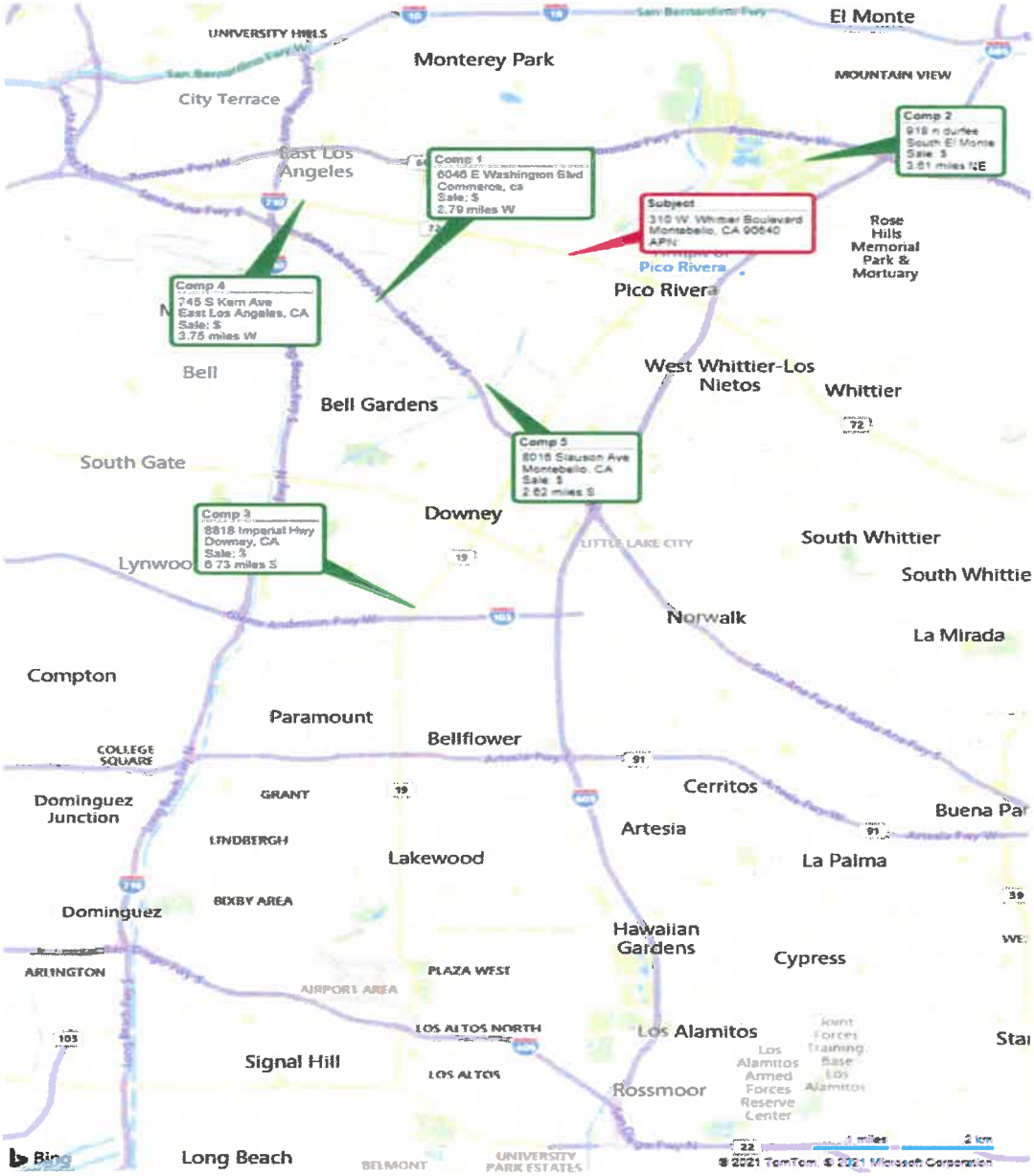
The fourth procedure is known as Abstraction. Allocation by abstraction is defined in the Dictionary of Real Estate Appraisal as "A method of separating a whole property value into land and improvement components. The appraiser estimates replacement cost, subtracts an appropriate amount for depreciation, and subtracts the remainder from the whole property value to estimate the land value. (IAAO)."

The fifth procedure is known as Extraction. Extraction is defined in the Dictionary of Real Estate Appraisal as "A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property."

The sixth procedure is ground rent capitalization which is a method of estimating land value; applied by capitalizing ground rent at a market-derived rate. This method is useful when comparable rents, rates, and factors can be developed from an analysis of sales of leased land or other market sources. Source: Appraisal Institute, *the Dictionary of Real Estate Appraisal,* 5th ed. (Chicago: Appraisal Institute, 2010).

In this appraisal, I have utilized the Direct Sales Comparison Approach to value the land.

LAND SALE LOCATION MAP



LAND DATA SALE NUMBER ONE



Location:	6046 E Washington Blvd
City:	Commerce
County:	Los Angeles
Acreage Size:	1.21 Acres
Size/Square Feet:	52,708 square feet
Sale Date:	4/19/2018
Sale Price	$ 2,500,000
Document Number:	2018-0380931
Price per Square Foot:	$47.43 per sq. ft.
Grantee/Buyer:	Michael Geoola
Grantor/Seller:	Thomas L Trine
Financing Terms:	Down payment of $1,000,000.00 (40.0%) $1,500,000.00 from Schaefer Financial Services Inc
Frontage:	Washington Blvd
Topography:	Level
Utilities:	At site
Site Status:	Previously Developed
Zoning:	I
Highest and Best Use:	Investment
Assessor Parcel Number:	6334-026-008
Verification:	Costar, Realquest, Broker Tim Sullivan(310) 965-1745

Comments: Commercial/Industrial site in the City of Commerce

LAND DATA SALE NUMBER TWO



Location:	SEC East Washington & Yates
City:	Commerce
County:	Los Angeles
Acreage Size:	1.78 Acres
Size/Square Feet:	77,537 square feet
Sale Date:	6/27/2019
Sale Price	$ 3,957,500
Document Number:	2018-0635524
Price per Square Foot:	$51.04 Sq.Ft.
Grantee/Buyer:	NP 6800 Washington LLC
Grantor/Seller:	Praxiair Inc.
Financing Terms:	Cash Equivalent
Frontage:	on East Washington & Yates
Topography:	Level
Utilities:	At site
Site Status:	Previously developed parcel
Zoning:	M1
Highest and Best Use:	Industrial
Assessor Parcel Number:	6336-004-017
Verification:	Costar, Realquest, NAI Capital

Comments: This was a previously developed land parcel, a 38,000 square foot building previously stood at this site.

LAND DATA SALE NUMBER THREE



Location:	918-926 N Durfee Ave
City:	South El Monte
County:	Los Angeles
Acreage Size:	1.52 Acres
Size/Square Feet:	66,124 square feet
Sale Date:	8/16/2019
Sale Price	$ 3,200,000
Document Number:	2019- 0824081
Price per Square Foot:	$48.39 per sq. ft.
Grantee/Buyer:	Precise Focus, LLC
Grantor/Seller:	Milena Tomovich Andrejich Loretta Tomovich Desanka Tomovich Natalie Milosevich Danica Tomovich Gallanis
Financing Terms:	Down payment of $1,600,000.00 (50.0%) $1,600,000.00 from New Omni Bank NA
Frontage:	249 feet on N. Durfee Ave
Topography:	Level
Utilities:	At site
Site Status:	Previously Developed
Zoning:	SECM*
Highest and Best Use:	Investment, Commercial
Assessor Parcel Number:	8119-011-040, 8119-011-041, 8119-011-042, 8119-011-060, 8119-011-061
Verification:	Costar, Realquest, Broker Lee & Associates Justin Chiang(562) 568-2012

Kevin Ching (562) 568-2021
Philip Attall (323) 201-3608
Todd Hughes (310) 878-6919

Comments: clean. There is currently a single family home located at the site.The property was on the market for three months, with an initial asking price of $3,465,880. The transaction was in escrow for approximately 60 days. The seller's motivation to sell is because remaining trustess decided to liquidate the asset. The buyer is planning to develop a 30,000 plus SF industrial building for their own use. Dates of construction were not disclosed at this time. This was the buyer's upleg in a 1031 exchange.

LAND DATA SALE NUMBER FOUR



Location:	745 S Kern Ave
City:	East Los Angeles
County:	Los Angeles
Acreage Size:	0.71 Acres
Size/Square Feet:	30,919 square feet
Sale Date:	7/31/2019
Sale Price	$ 2,295,999
Document Number:	2019- 0755479
Price per Square Foot:	$74.23 Sq.Ft.
Grantee/Buyer:	Seyfarth Shaw LLP
Grantor/Seller:	Keller Williams Realty Westside
Financing Terms:	Down payment of $2,295,000.00 (100.0%)
Frontage:	200 feet on S. Kern Ave
Topography:	Level
Utilities:	At site
Site Status:	Previously Developed
Zoning:	LCC2
Highest and Best Use:	Commercial/Mixed Use/Apartment Units/Storefront Retail/Residential
Assessor Parcel Number:	5240-002-008, 5240-002-009, 5240-002-010, 5240-002-011
Verification:	Costar, Realquest, Broker David Yashar(310) 724-8043

Comments:
None

LAND DATA SALE NUMBER FIVE



Location:	8016 Slauson Ave
City:	Montebello
County:	Los Angeles
Acreage Size:	0.60 Acres
Size/Square Feet:	26,075 square feet
Sale Date:	8/27/2019
Sale Price	$ 2,100,000
Document Number:	2019-0863979
Price per Square Foot:	$80.54 Sq.Ft.
Grantee/Buyer:	Gevork Gevorkyan
Grantor/Seller:	Farshad Julian Torkan
Financing Terms:	Down payment of $2,100,000.00 (100.0%)
Frontage:	Slauson Ave
Topography:	Level
Utilities:	At site
Site Status:	Previously Developed
Zoning:	M2
Highest and Best Use:	Car wash
Assessor Parcel Number:	6368-001-023
Verification:	Costar, Realquest, Broker Edwin Voskanian (818)303-9903

Comments:
This Sales Comparable is for a 0.5986 Acre piece of raw level land, zoned M2, in Montebello, CA that sold for $2,100,000. This parcel was approved to build an Express Car Wash, which is what the buyer intended to do with the property. This Investment Deal was an All Cash Transaction, with a 60 day Escrow. There were no contingencies or condition on the sale.

This comp was confirmed by the Listing/Buyer Broker, and the Buyer themselves, the seller was not available for comment at this time.

QUALITATIVE GRID

Item	Subject			Data 1			Data 2			Data 3			Data 4			Data 5		
Sale $ / SF				$47.43			$51.04			$100.99			$74.23			$80.54		
Property Righ	FeeSimple			FeeSimple			FeeSimple			FeeSimple			FeeSimple			FeeSimple		
Adjustment	n/a			0.00%			0.00%			0.00%			0.00%			0.00%		
Adjusted				$47.43			$51.04			$100.99			$74.23			$80.54		
Financing				CashEqvv			CashEqv			CashEqv			CashEqv			CashEqv		
Adjustment				0.00%			0.00%			0.00%			0.00%			0.00%		
Adjusted				$47.43			$51.04			$100.99			$74.23			$80.54		
Cond of Sale				ArmsLgth			ArmsLgth			ArmsLgth			ArmsLgth			ArmsLgth		
Adjustment				0.00%			0.00%			0.00%			0.00%			0.00%		
Adjusted				$47.43			$51.04			$100.99			$74.23			$80.54		
Expend Aft Sale				None			None			None			None			None		
Adjustment				0.00%			0.00%			0.00%			0.00%			0.00%		
Adjusted				$47.43			$51.04			$48.39			$74.23			$80.54		
Market Cond				April 2018			June 2019			Aug 2019			July 2019			Aug 2019		
Adjustment				0.00%			0.00%			0.00%			0.00%			0.00%		
Adjusted		Weight	Avg	$47.43	Weight	Avg	$51.04	Weight	Avg	$48.39	Weight	Avg	$74.23	Weight	Avg	$80.54	Weight	Avg
Prox to City	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15
Location	3	40.00%	1.2	3	40.00%	1.2	3	40.00%	1.2	3	40.00%	1.2	3	40.00%	1.2	3	40.00%	1.2
Topography	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3
Size	2	5.00%	0.1	2	5.00%	0.1	2	5.00%	0.1	2	5.00%	0.1	5	5.00%	0.25	5	5.00%	0.25
Zone&Land U	3	5.00%	0.15	2	5.00%	0.1	2	5.00%	0.1	3	5.00%	0.15	3	5.00%	0.15	2	5.00%	0.1
Ingress&Egre	2	10.00%	0.2	3	10.00%	0.3	2	10.00%	0.2	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3
Visibility	3	10.00%	0.3	3	10.00%	0.3	2	10.00%	0.2	3	10.00%	0.3	2	10.00%	0.2	2	10.00%	0.2
Configuration	2	5.00%	0.1	3	5.00%	0.15	2	5.00%	0.1	4	5.00%	0.2	3	5.00%	0.15	3	5.00%	0.15
SiteStatus/Ut	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3
Total	24	100.00%	2.8	25	100.00%	2.9	22	100.00%	2.65	27	100.00%	3	28	100.00%	3	27	100.00%	2.95
				Total Adj	-3.45%		Total Adj	5.66%		Total Adj	-6.67%		Total Adj	-6.67%		Total Adj	-5.08%	
Rating 1-worst				$45.79	Adjusted		$53.93	Adjusted		$45.16	Adjusted		$69.28	Adjusted		$76.44	Adjusted	
5 best					$/Sq. Ft.			$/Sq. Ft.			$/Sq. Ft.			$/Sq. Ft.			$/Sq. Ft.	

Qualitative Analysis

In my analysis, I searched for land sales in the area which are portrayed on the preceding data sheets. These five (5) transactions sold from $47.43 to $80.54 per square foot with sale dates from April of 2018 to August of 2019. The parcels ranged in size from 26,075 square feet to 79,715 square feet (subject is 117,504 square feet) with sale prices from $2,100,000 to $3,957,500 prior to ranking.

In the sale comparison approach, the process of making numerical adjustments to the sale prices of comparable properties, including data analysis techniques (paired data analysis, grouped data analysis, and secondary data analysis), statistical analysis, graphic analysis, trend analysis, cost analysis (cost-to-cure, depreciated cost), and capitalization of rent differences; usually precedes qualitative analysis. I considered adjustments in the forthcoming order.

Real property rights conveyed -An element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the real property rights involved in a transaction. No adjustments for property rights were applied.

Financing terms-n element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the financing terms of a transaction. Also called cash equivalency adjustment. No adjustments for financing were applied.

Conditions of sale -an element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the motivations of either the buyer or a seller in a transaction, e.g., when the comparable transaction is not an arm's-length sale.

Expenditures made immediately after purchase- an element of comparison in the sales comparison approach; comparable properties can be adjusted for any additional, atypical investment (e.g., curing deferred maintenance) required to make a property salable. No adjustments for expenditures immediately after purchase were applied.

Market conditions- an element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the points in the real estate cycle at which the transactions occur. Also, called a time adjustment because the differences in dates of sale are often compared. I considered time adjustments and lacked support for time adjustments and did not apply an adjustment.

Other adjustments are summarized on the land grid.

In my analysis, I searched for land sales in the area which are portrayed on the preceding data sheets. These five (5) transactions sold from $47.43 to $80.54 per square foot with sale dates from April of 2018 to August of 2019. The parcels ranged in size from 26,075 square feet to 79,715 square feet (subject is 117,504 square feet) with sale prices from $2,100,000 to $3,957,500 prior to ranking. After ranking the parcels ranged from $45.16 to $ per square foot and I/we have concluded at $65 per square foot. Per Costar & Datatree, and the lot size is 2.70 acres or 117,504 Square Feet and therefore 117,504 x $50 per square foot = $5,875,200 rounded to $5,875,000.

Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

AS-IS MARKET VALUE OF THE FEE SIMPLE ESTATE – LAND VALUE
AS OF APRIL 30, 2019
$ 5,875,000
FIVE MILLION EIGHT HUNDRED SEVENTY FIVE THOUSAND DOLLARS

Replacement Cost Valuation

In the Cost Approach to value, the value of the land, as if unimproved, is added to the depreciated replacement cost of the improvements to arrive at a total property value estimate. The replacement cost is the cost of constructing an improvement with utility equivalent to the subject using modern materials and according to current standards. The use of the replacement cost presumably eliminates most functional obsolescence, and the remaining depreciation to be measured is physical deterioration and additional functional and external obsolescence. The Cost Approach Summary, tabulated at the end of this section, is discussed in the impending analysis.

Direct Costs

Please see the table below with the costs utilized.

Base Section Section 14,Page 30		
Complete Auto Dealership		$131.00
Class C & D		
Western US Multiplier Sec 99 Page 3	1.020	
Local Multiplier Sec 99, Page 6	1.230	
Perimeter Multiplier	1.000	
Story Height Adjustment	1.231	
	1.000	
Subtotal		$202.32
Add for Rooftop Parking		$6.51
Add For Sprinklers		$2.50
		$211.33

Indirect Costs

In the calculator cost method, which I have utilized in the preceding analysis, architect and engineer's fees are included in the indirect cost. The architectural and engineering fees were provided by Marshall and Swift (can be found in Marshall and Swift Sec 99 Page 2). Other items such as plan check, building permit fees, surveys are all included.

Indirect costs, typical for this type of development but not included in the Marshall and Swift basic cost factors, include land taxes during the construction period, construction loan fees, advertising and promotion, and legal and administrative fees. The total indirect costs were estimated at 5.0%.

Entrepreneurial (Developer's) Profit

The "entrepreneurial profit is a market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a

property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.

2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also, called entrepreneurial return or entrepreneurial reward. ."[1]

Entrepreneurial incentive is "The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called developer's profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement."

The replacement cost estimates above do not include the developer's profit. This cost is the return required by the developer for assuming the risks involved in a development such as the subject. Developers typically target for a 3 to 15 percent profit, varying with the type and nature of the development to be undertaken and with the conditions prevailing in the construction industry in general and in the developer's company in particular.

I have interviewed several builders who construct manufactured home projects and all indicated that there are developers profit in the process. Given the subject's type of product, its location and size, I/we believe a 5% developer's profit is appropriate.

Depreciation

Depreciation defined in the 6th Edition of the Dictionary of Real Estate Appraisal as "In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.

Physical Depreciation - Incurable

Physical depreciation incurable items are those items which in terms of market conditions as of the date of the appraisal are not economically justified to correct. That is, the cost of correcting the condition is estimated to be greater than the anticipated increase in utility and, ultimately, value that would result from curing the condition.

The most common of the methods used to estimate the physical depreciation incurable, and the one used here, is the straight-line method, which is the estimation of the periodic amount of capital

[1] Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010).

recapture or depreciation. This is also commonly known as the economic age-life method of estimating accrued depreciation. It is applied to the current cost new of the improvements as a percentage based on the effective age divided by the total economic life.

Year Built:	The subject property was built in 2003/2012 per Datatree and Costar
Effective Age:	25 Years
Remaining Economic Life:	15 Years

The effective age of the improvements is 15 years with 25 years remaining economic life and therefore a deprecation figure of 55.56% was utilized.

Physical Depreciation - Curable

To estimate the physical depreciation curable requires an estimate of deferred maintenance or items now requiring correction. This includes all items of rehabilitation if, by their completion, the structure would be brought to optimum condition.

Cost of repairs is defined as "Expenditures made or required to cure deterioration caused by decay, wear and tear, or partial destruction." Source: Appraisal Institute, the Dictionary of Real Estate Appraisal, 5th ed. (Chicago: Appraisal Institute, 2010).

External obsolescence was not noted.

Functional Obsolescence

Functional obsolescence has been defined as a loss of value due to characteristics inherent to the structure itself. It results in a decreased capacity of the improvement to perform the function for which it is intended. Functional obsolescence consists of curable and incurable items.

Functional obsolescence - incurable, is defined as an item caused either by a deficiency or an excess, which if cured, would not warrant the expenditure. In other words, the owner/purchaser would not be justified in replacing, adding or removing the item due to the cost to cure exceeding the anticipated crease in value. If caused by a deficiency, the measure of obsolescence is the capitalized value of the rent loss due to the condition. An excess is measured by the reproduction cost of the item, less physical deterioration already charged, plus the present worth of the added cost of ownership due to the presence of the condition. No functional incurable obsolescence was noted.

The concluded value represents the As-Is Fee Simple Market Value based on the subject being unencumbered by a lease. This value was utilized in the forthcoming Income Approach as support for the reversionary value in Premise No. 2. This value is based on a Hypothetical Condition that the property is not encumbered by any leases. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

AS-IS MARKET VALUE OF THE FEE SIMPLE ESTATE
AS OF DECEMBER 21, 2020
$ 10,840,000
TEN MILLION EIGHT HUNDRED FORTY THOUSAND DOLLARS

COST APPROACH SUMMARY

COST APPROACH SUMMARY

Improvement Cost Estimate:					
Auto Dealership	$211.33		45,211 Sq.Ft.	$9,554,352	
Asphalt Paving	$3.00		72,000 Sq.Ft.	$216,000	
Fencing	$18.00		300 LF	$5,400	
Outdoor Lighting	$2,100.00		45 Units	$94,500	
Covered Displays, Canopies, Overhangs	$40.00		7,078 Sq.Ft	$283,120	
Ramp to Roof top Parking			Lump Sum	$20,000	
Miscelenous Signs and Landscaping			Lump Sum	$40,000	
TOTAL DIRECT COST					$10,153,372
Indirect Costs / Contingency			5.00%		$507,669
TOTAL DIRECT AND INDIRECT COSTS					$10,661,041
ENTREPRENUER PROFIT			5.00%		$507,669
TOTAL REPLACEMENT COST NEW					$11,168,710
LESS ACCRUED DEPRECIATION					
Effective Age	25 Years				
Remaining Economic Life	15 Years				
Economic Life	45 Years				
Depreciation on Building and Site		55.56%			
					$0
LESS PHYSICAL CURABLE DEPRECIATION					**$0**
Curable (Deferred Maintenance).					**-$6,204,839**
Incurable (Short Lived).					
Incurable (Long Lived)					
LESS OBSOLESCENCE					**$0**
External Obsolescence					**$0**
Functional Obsolescence					
ADD ESTIMATED SITE VALUE	117,504 Sq. Ft	x	$50.00	$5,875,200	**$5,875,000**
FEE SIMPLE MARKET VALUE					**$10,838,871**
AS-IS MARKET VALUE OF THE FEE SIMPLE ESTATE					**$10,840,000**

THE SALES COMPARISON APPROACH

In this approach, a comparison is made between the subject property and similarly improved properties that have sold. Basic to this approach is the Principle of Substitution, which states that "when a property is replaceable in the market its value tends to be set by the price of an equally desirable substitute property". The procedures of this approach are as follows:

1. Obtain recent sales; inspect the properties; verify the factual data and qualify the sale as an open market or "arm's length" transaction.

2. Determine the units of comparison. In the valuation of these properties, common units of comparison in this market include price per square foot.

3. Analyze the comparable in relation to the subject and adjust the comparable sale prices for any physical, functional or location differences. The effects of financing must also be considered.

4. Reconcile the value indications for the subject property developed from the sales and estimate a value indication for the subject property.

In the valuation of this type of property of any type and size, a number of indicators are typically used to develop an estimate of value by the Sales Comparison Approach. Among these are: (1) Sales Price per Square Foot. Each of these indicators can provide an estimate of value and each has inherent strengths and weaknesses depending on the types of properties being compared. In addition, economic indicators can be used to provide a value estimate. Usually it is the composite picture that points to a logical and reasonable value for the subject. For the following analysis, our market data search uncovered sales occurring in the immediate and expanded area. The sales uncovered in these areas were considered most applicable to this appraisal report of those we uncovered. Data on these comparable is presented on the forthcoming map and in the sale grids. I calculated their sales prices per square foot of gross building area as well as their capitalization rates, and Gross Income Multipliers based on income and expense estimates at the time of sale -- if the income data was readily available which many times it was not. In some instances, were able only to extract an overall rate from the verification process. Adjustments to the sale prices of the comparable were based on a comparison with the subject (where applicable) for cash equivalency, market conditions, location, unit composition, age, amenities, overall property condition, and locale. All sales were reported as cash or cash equivalent. The results of this analysis are presented on the following pages.

LOCATION MAP



IMPROVED SALE NUMBER ONE – AUTOMOTIVE DEALERSHIP



Location:	30 Auto Center
City:	Tustin
County:	Orange
Acreage Size:	2.86 AC
Size/Square Feet:	(124,721 SF)
Improvement Size:	28,498 SF
Sale Date:	3/7/2018
Sale Price	$8,750,000
Document Number:	2018-0080789
Price per Square Foot of Building Area	$308.04 Pr.Sq.Ft.
Floor Area Ratio:	22.85%
Year Built:	Not Disclosed
Grantee/Buyer:	Timothy J Hutcherson
Grantor/Seller:	Donald Forman
Financing Terms:	Down payment of $1,312,500.00 (15.0%) $7,437,500.00 from Compass Bank
Frontage:	374 feet on Auto Center Dr
Topography:	Level
Utilities:	At site
Site Status:	Developed
Zoning:	PC-C, Tustin
Highest and Best Use:	Car Dealership
Assessor Parcel Number:	500-184-01
Verification:	Costar, Realquest, Broker

SALE NUMBER ONE AERIAL



IMPROVED SALE NUMBER TWO – AUTOMOTIVE DEALERSHIP



Location:	50 Auto Center Dr
City:	Tustin
County:	Orange
Acreage Size:	2.09 AC
Size/Square Feet:	(90,823 SF)
Improvement Size:	28,004 SF
Sale Date:	2/5/2018
Sale Price	$7,500,000
Document Number:	2018-0040690
Price per Square Foot of Building Area	$267.82 Pr.Sq.Ft.
Floor Area Ratio:	30.83%
Year Built:	Not Disclosed
Grantee/Buyer:	NGO Automotive Inc
Grantor/Seller:	White Family Living Trust
Financing Terms:	Down payment of $1,132,500.00 (15.1%) $6,367,500.00 from Americredit Financial Services, Inc.
Frontage:	191 feet on Auto Center Dr (with 1 curb cut)
Topography:	Level
Utilities:	At site
Site Status:	Developed
Zoning:	PC IND
Highest and Best Use:	Car Dealershiop
Assessor Parcel Number:	500-301-01
Verification:	Costar, Realquest, Broker

SALE NUMBER TWO AERIAL



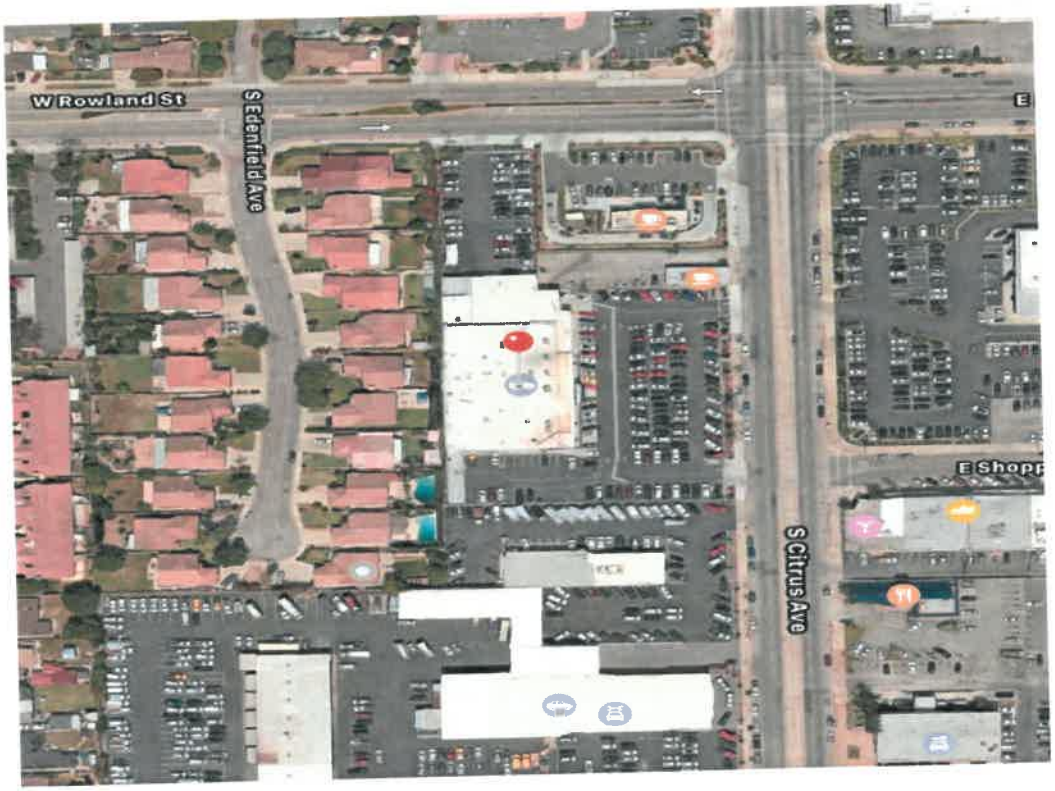
IMPROVED SALE NUMBER THREE – AUTOMOTIVE DEALERSHIP



Location:	635 S Citrus Ave
City:	Covina
County:	Los Angeles
Acreage Size:	2.39 AC
Size/Square Feet:	(104,261 SF)
Improvement Size:	20,350 square feet
Sale Date:	4/9/2018
Sale Price	$ 10,900,000
Document Number:	2018-0337523
Price per Square Foot of Building Area	$535.63 Pr.Sq.Ft.
Floor Area Ratio:	**19.52%**
Year Built:	1958
Grantee/Buyer:	Carlos Hidalgo
Grantor/Seller:	Capital Automotive Real Estate Services, Inc.
Financing Terms:	Down payment of $10,900,000.00 (100.0%)
Frontage:	289 feet on S Citrus Ave (with 1 curb cut)
Topography:	Level
Utilities:	At site
Site Status:	Developed
Zoning:	CVC3AY
Highest and Best Use:	Car Dealership
Assessor Parcel Number:	8453-001-054, 8453-001-053
Verification:	Costar, Realquest, No listing broker on deal
Comments:	

This is the sale of a Chevrolet Dealership. It was formerly Sage Chevrolet, but the buyers have taken ownership as Covina Chevrolet. The buyer confirmed the price of $10,900,000 for the real estate but mentioned it sold for more along with the business. We were unable to confirm the total price for business and real estate. It was reported that this was an off-market deal and no brokers involved.

SALE NUMBER THREE AERIAL



IMPROVED SALE NUMBER FOUR – AUTOMOTIVE DEALERSHIP



Location:	8625 Artesia Blvd
City:	Bellflower
County:	Los Angeles
Acreage Size:	5.02 AC
Size/Square Feet:	218,715 SF
Improvement Size:	38,504 SF
Sale Date:	2/26/2020
Sale Price	$11,000,000
Document Number:	2020-0228345
Price per Square Foot of Building Area	$285.68 Pr.Sq.Ft.
Floor Area Ratio:	17.60%
Year Built:	1977
Grantee/Buyer:	Marina LA Realty LLC
Grantor/Seller:	Ford West Properties LLC
Financing Terms:	$5,808,000.00 from Western Alliance Bank $3,575,000.00 from Western Alliance Bank $3,673,000.00 from Private Lender
Frontage:	360 feet on Artesia Blvd (with 2 curb cuts)
Topography:	Level
Utilities:	At site
Site Status:	Developed

Zoning:	SP-WA
Highest and Best Use:	Car Dealership
Assessor Parcel Number:	7162-001-078
Verification:	Costar, Realquest, Broker Lee & Associates Commercial Real Estate Service Joel Hutak (714) 564-7169 Phillip DeRousse (714) 564-7141
Comments:	The sales price was confirmed by one of the listing brokers and the buyer's broker. The sale is comprised of an auto dealership facility totaling 38,504 SF that sits on 5.02 acres of land located at 8625 Artesia Blvd. in Bellflower, CA. The sales price was reported at $11 million. The subject property was vacant at the time of sale.The motivation for the buyer was a car dealer that will use the current facility.

SALE NUMBER FOUR AERIAL



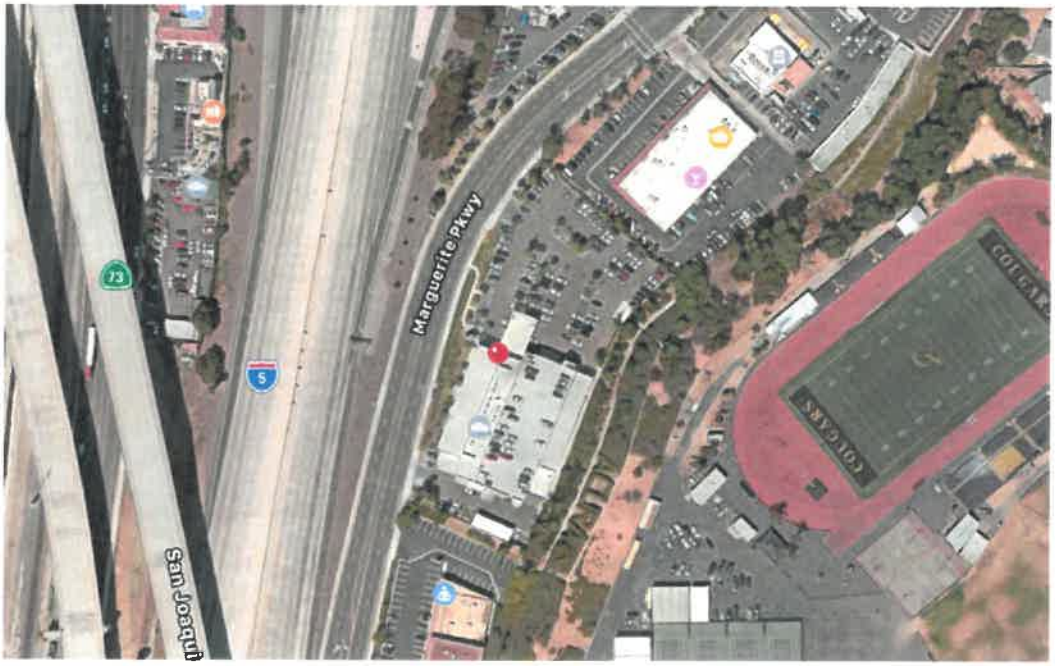
IMPROVED SALE NUMBER FIVE – AUTOMOTIVE DEALERSHIP



Location:	28802 Marguerite Pky
City:	San Juan Capistrano
County:	Orange
Acreage Size:	2.60 AC
Size/Square Feet:	(113,256 SF)
Improvement Size:	29,000 square feet
Sale Date:	11/29/2018
Sale Price	$ 9,000,000
Document Number:	2018-0446754
Price per Square Foot of Building Area	$310.34 Pr.Sq.Ft.
Floor Area Ratio:	25.61%
Year Built:	1974
Grantee/Buyer:	John C Patterson
Grantor/Seller:	David M Conant
Financing Terms:	Down payment of $8,000,000.00 (88.9%) $1,000,000.00 from The Northern Trust Company
Frontage:	461 feet on Marguerite Pky
Topography:	Level
Utilities:	At site
Site Status:	Developed
Zoning:	Not Disclosed
Highest and Best Use:	Car Dealership
Assessor Parcel Number:	740-013-17
Verification:	Costar, Realquest, No Listing Broker on Deal

Comments:
This is the sale of a retail property, which performed as the Mission Viejo Acura auto dealership at time of sale. The property was sold simultaneously with the business. The escrow length for the real estate took 30 days.

SALE NUMBER FIVE AERIAL



IMPROVED SALE NUMBER SIX – AUTOMOTIVE DEALERSHIP

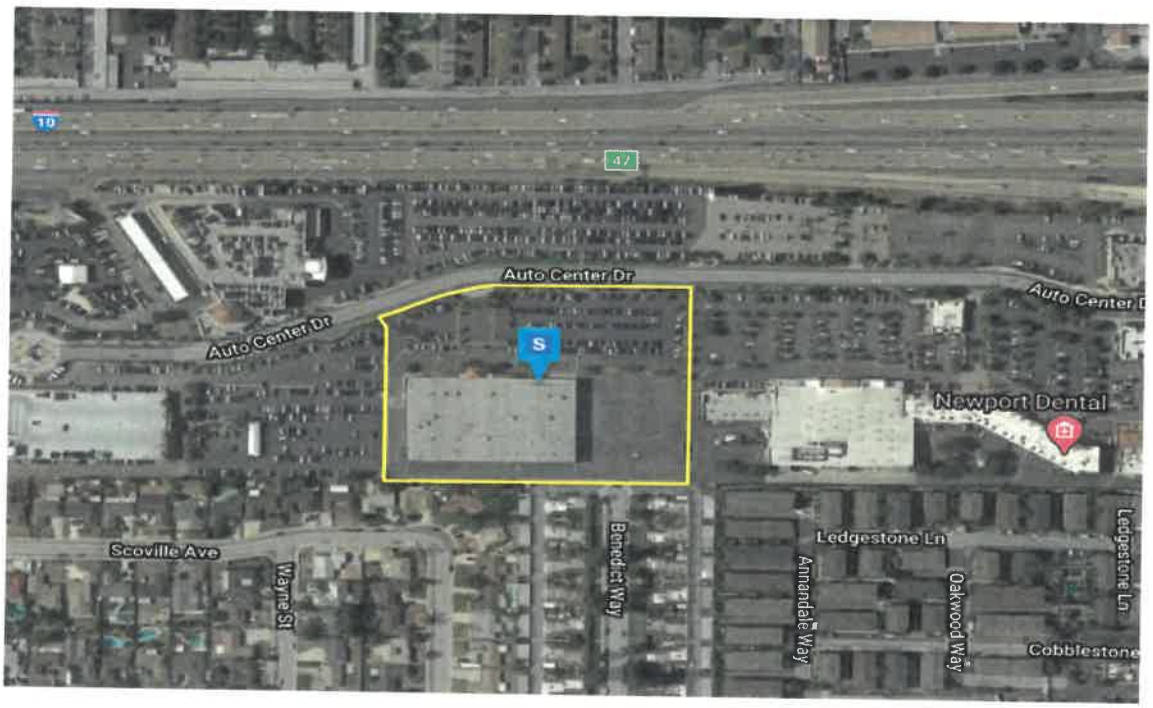


Location:	508 Auto Center Dr
City:	Claremont
County:	Los Angles
Acreage Size:	5.63 AC
Size/Square Feet:	245,143 SF
Improvement Size:	52,800 SF
Sale Date:	7/10/2020
Sale Price	$13,200,000
Document Number:	2020-0755426
Price per Square Foot of Building Area	$250.00 Pr.Sq.Ft.
Floor Area Ratio:	21..54%
Year Built:	1985
Grantee/Buyer:	601 Auto Center Drive LLC
Grantor/Seller:	Hogan Automotive Group, Inc.
Financing Terms:	Down payment of $3,200,000.00 (24.2%) $10,000,000.00 from Toyota Motor Credit Corporation
Frontage:	543 feet on Auto Center Dr (with 3 curb cuts)
Topography:	Level
Utilities:	At site
Site Status:	Developed
Zoning:	CF, Claremont
Highest and Best Use:	Car Dealership

Assessor Parcel Number: 8318-020-043
Verification: Costar, Realquest, No Listing Broker on Deal

Comments: The sales price was confirmed by the buyer. The sale is comprised of an auto dealership site with the building totaling 52,800 SF that sits on 5.63 acres of land located at 508 Auto Center Dr. in Claremont, CA. The sales price was reported at $13.2 million. The sale was an off market transaction. There were no brokers involved in the sale. The subject was vacant at the time of sale. The property contains no deferred maintenance. The motivation for the buyer was adding an auto dealership to his portfolio.

SALE NUMBER SIX AERIAL



QUALITATIVE GRID

Item	Subject			Data 1			Data 2			Data 3			Data 4		
Sale $ / SF				$308.04			$267.82			$535.53			$285.68		
Property Rights	FeeSimple			FeeSimple			FeeSimple			FeeSimple			FeeSimple		
Adjustment	n/a			0.00%			0.00%			0.00%			0.00%		
Adjusted				$308.04			$267.82			$535.53			$285.68		
Financing				CashEqvv			CashEqv			CashEqv			CashEqv		
Adjustment				0.00%			0.00%			0.00%			0.00%		
Adjusted				$308.04			$267.82			$535.53			$285.68		
Cond of Sale				ArmsLgth			ArmsLgth			ArmsLgth			ArmsLgth		
Adjustment				0.00%			0.00%			0.00%			0.00%		
Adjusted				$308.04			$267.82			$535.53			$285.68		
Expend Aft Sale				None			None			None			None		
Adjustment				0.00%			0.00%			0.00%			0.00%		
Adjusted				$308.04			$267.82			$535.53			$285.68		
Market Cond				Mar 2018			Feb 2018			April 2018			Feb 2020		
Adjustment				0.00%			0.00%			0.00%			0.00%		
Adjusted		Weight	Avg	$308.04	Weight	Avg	$267.82	Weight	Avg	$535.53	Weight	Avg	$285.68	Weight	Avg
Prox to City	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15
Location	3	45.00%	1.35	4	45.00%	1.8	4	45.00%	1.8	3	45.00%	1.35	3	45.00%	1.35
Size	3	10.00%	0.3	2	10.00%	0.2	2	10.00%	0.2	3	10.00%	0.3	3	10.00%	0.3
Floor Area Ratio	2	5.00%	0.1	4	5.00%	0.2	3	5.00%	0.15	4	5.00%	0.2	4	5.00%	0.2
Physical Character	3	5.00%	0.15	3	5.00%	0.15	2	5.00%	0.1	5	5.00%	0.25	4	5.00%	0.2
Year Built	3	10.00%	0.3	3	10.00%	0.3	2	10.00%	0.2	3	10.00%	0.3	3	10.00%	0.3
Repair/Faciliities	3	10.00%	0.3	3	10.00%	0.3	2	10.00%	0.2	3	10.00%	0.3	3	10.00%	0.3
Other Business	1	10.00%	0.1	1	10.00%	0.1	1	10.00%	0.1	5	10.00%	0.5	1	10.00%	0.1
Other															
Total	21	100.00%	2.75	23	100.00%	3.2	19	100.00%	2.9	29	100.00%	3.35	24	100.00%	2.9
				Total Adj	-14.06%		Total Adj	-5.17%		Total Adj	-17.91%		Total Adj	-5.17%	
Rating 1-worst				$264.72	Adjusted		$253.97	Adjusted		$439.61	Adjusted		$270.90	Adjusted	
5 best					$/Sq. Ft.			$/Sq. Ft.			$/Sq. Ft.			$/Sq. Ft.	

Item	Subject			Data 5			Data 6		
Sale $ / SF				$310.34			$250.00		
Property Rights	FeeSimple			FeeSimple			FeeSimple		
Adjustment	n/a			0.00%			0.00%		
Adjusted				$310.34			$250.00		
Financing				CashEqvv			CashEqv		
Adjustment				0.00%			0.00%		
Adjusted				$310.34			$250.00		
Cond of Sale				ArmsLgth			ArmsLgth		
Adjustment				0.00%			0.00%		
Adjusted				$310.34			$250.00		
Expend Aft Sale				None			None		
Adjustment				0.00%			0.00%		
Adjusted				$310.34			$250.00		
Market Cond				Nov 2018			July 2010		
Adjustment				0.00%			0.00%		
Adjusted		Weight	Avg	$310.34	Weight	Avg	$250.00	Weight	Avg
Prox to City	3	5.00%	0.15	3	5.00%	0.15	3	5.00%	0.15
Location	3	45.00%	1.35	4	45.00%	1.8	4	45.00%	1.8
Size	3	10.00%	0.3	3	10.00%	0.3	3	10.00%	0.3
Floor Area Ratio	2	5.00%	0.1	4	5.00%	0.2	4	5.00%	0.2
Physical Character	3	5.00%	0.15	3	5.00%	0.15	5	5.00%	0.25
Year Built	3	10.00%	0.3	3	10.00%	0.3	5	10.00%	0.5
Other Business	1	10.00%	0.1	1	10.00%	0.1	1	10.00%	0.1
Other	1	10.00%	0.1	3	10.00%	0.3	3	10.00%	0.3
Total	19	100.00%	2.55	24	100.00%	3.3	28	100.00%	3.6
				Total Adj	-22.73%		Total Adj	-29.17%	
Rating 1-worst				$239.81	Adjusted		$177.08	Adjusted	
5 best					$/Sq. Ft.			$/Sq. Ft.	

Sales Comparison Approach Comments

In my/our analysis I/we utilized a qualitative analysis-The process of accounting for differences (such as between comparable properties and the subject property) that are not quantified; may be combined with quantitative analysis. (Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010).)

All of the parcels utilized were Fee Simple or Leased Fee. If they were Leased Fee Estates at market rent levels no adjustments for property rights conveyed was necessary.

Cash Equivalence (Financing) was the next adjustment considered in our analysis. Most all of the sold parcels involved either large down payments or were all cash transactions, and thus no adjustments for financing terms/cash equivalency were warranted. All of the transactions were similar in this respect.

Conditions of sale were also a primary consideration as unusual terms can cause a property to sell at a price which does not reflect its value. The motivations of buyer and seller are important conditions of sale. Market exposure is another important condition of sale. To qualify as an open market transaction, the property should have received adequate exposure to the marketplace. No transaction is perfect; appraisers must often utilize sales which do not precisely reflect open-market, arm's length transaction.

Expenditure After sale was also analyzed as this was a primary factor in our adjustment grid. No adjustments were applied.

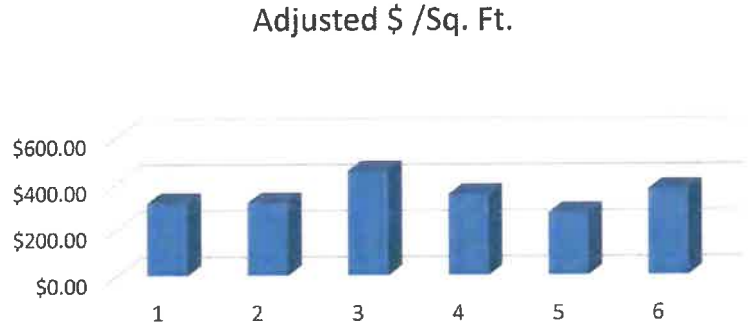
Time adjustments were made to the sales data based on our discussions with local property brokers and investors who stated that property values within the area have generally started to level out.

Other adjustments such as Location, Size, Coverage Ratio, Physical Characteristics, Year Built, Repair Facilities, and other are portrayed on the Relative Comparison Grid.

CONCLUSION OF SALES COMPARISON APPROACH

After comparison, the six auto dealership sales ranged from a low of $269.86 to a high of $452.56 per square foot with a mean of $347.38 per square foot and a mode of $336.01 per square foot.

Adjusted Indicators Per Square Foot		
Improved Data 1	Auto Dealership	$264.72 Sq. Ft.
Improved Data 2	Auto Dealership	$253.97 Sq. Ft.
Improved Data 3	Auto Dealership	$439.61 Sq. Ft.
Improved Data 4	Auto Dealership	$270.90 Sq. Ft.
Improved Data 5	Auto Dealership	$239.81 Sq. Ft.
Improved Data 6	Auto Dealership	$177.08 Sq. Ft.
Subject		$250.00 Sq. Ft.
Low		***$177.08 Sq. Ft.***
High		***$439.61 Sq. Ft.***
Mean		***$274.35 Sq. Ft.***
Median		***$259.34 sq. Ft.***
Concluded	***Auto Dealership***	***$250.00 Sq. Ft.***
Size Facility		***45211 Sq. Ft.***
Concluded		***$11,302,750***
Rounded		***$11,300,000***



The concluded value represents the As-Is Fee Simple Market Value based on the subject being unencumbered by a lease. This value was utilized in the forthcoming Income Approach as support for the reversionary value in Premise No. 2. This value is based on a Hypothetical Condition that the property is not encumbered by any leases. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

AS-IS MARKET VALUE OF THE FEE SIMPLE ESTATE
AS OF DECEMBER 21, 2020
$ 11,300,000
ELEVEN MILLION THREE HUNDRED THOUSAND DOLLARS

CONCLUSION FEE SIMPLE MARKET VALUE

The concluded value represents the As-Is Fee Simple Market Value based on the subject being unencumbered by a lease. This value was utilized in the forthcoming Income Approach as support for the reversionary value in Premise No. 2. This value is based on a Hypothetical Condition that the property is not encumbered by any leases. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

Approach	As-Is Market Value of the Fee Simple Estate (Hypothetical Condition) See Above)
Cost Approach	$10,840,000 Ten Million Eight Hundred Forty Thousand Dollars
Sales Comparison Approach	$11,300,000 Eleven Million Three Hundred Thousand Dollars
Final Value Reconciliation	$11,000,000 Eleven million Dollars

AS-IS MARKET VALUE OF THE FEE SIMPLE ESTATE
AS OF DECEMBER 21, 2020
$ 11,000,000
ELEVEN MILLION DOLLARS

INCOME APPROACH

The INCOME CAPITALIZATION APPROACH to value is defined as: "A set of procedures in which an appraiser derives a value indication for income-producing property by converting anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate."[5]

The first method is a Direct Capitalization, or overall capitalization (OAR), technique while the second method is a yield capitalization technique commonly termed a discounted cash flow (DCF) analysis.

This represents the second step of Valuation Scenario 2. With the fee simple value estimated at $11,000,000, that value becomes the basis of value at the end of the current ground lease term on December 31, 2024. In other words, we run out the contracted rental payments through December 31, 2024 and use the fee simple value of $11,000,000 increased at 2.0% to $11,906,754 less cost of sale of 5.0% for a net reversion of $11,311,416 as the reversion value at the end.

The Income Approach is a method of converting the anticipated economic benefits of owning property into a value estimate through capitalization. The principle of "anticipation" underlies this approach in that investors recognize the relationship between an asset's income and its value. In order to value the anticipated economic benefits of a particular property, potential income and expense must be estimated, and the most appropriate discount rate must be selected.

In my/our opinion, the discounted cash flow (DCF) method would be used by the typical investor. This analysis applies the DCF method but also considers the implied overall rate (OAR) that results from the analysis as a check on reasonableness.

The following analysis contains the following sections:

- Net Operating Income Estimate
- Discount Rate Estimate
- Indicated Value from the Income Approach

In determining Discount Rates, I/we looked at Overall Cap Rates from California which ranged from approximately 6.0% to 8.0%. Typically, the formula (Ro + CR) = Yo is utilized where Ro represents overall rates, CR – the change rate, and Yo – Yield Rate. With a 2.0% growth rate utilized the Yield Rate selected would be in the 9.0% to 10% range and I/we have utilized a 10.0% discount

5 *The Dictionary of Real Estate Appraisal*, Third Edition (Chicago: Appraisal Institute, 1993), p.178.

rate. We also looked at Realty Rates which indicated overall rates from 5.59% to 17.76% with an average of 11.85% for special purpose properties which would include automotive dealerships. We felt a 10.0% discount rate was appropriate.

Landlord: Redevelopment Agency of the City of Montebello

Master Tenant: Ostrom Chevrolet (Scenario 2)

Pays Landlord $47,900 / Quarter in total rent which includes cell tower income (not allocated) & 40% profits from the sublease described below.

Recently executed a 5-year extension: January 1, 2020 - December 31, 2024.

The "as is" fee value of $11,000,000 is grown at 3.0% per year over the course of the 48 months remaining in the lease as part of the DCF, at which point it has increased to $11,906,754, rounded.

All expenses are grown at the same 3.0%, except for Ad Valorem taxes grown at 2.0% in keeping with Proposition 13. We apply a market-derived discount rate of 8.0% per year and 3.0% costs of sale in the reversion year to indicate a net present value or NPV. This NPV represents the value of buying out the Master Lease.

Subtenant: Montebello Auto Group dba Chevrolet of Montebello (Scenario 1)

Pays Master Tenant $96,000 / Quarter plus NNN's with 2019 taxes reported at $19,510.

Recently executed a 5-year extension: January 1, 2020 - December 31, 2024.

The subtenant's intent is to buy out to master lease in order to negotiate directly with the Redevelopment agency of the City of Montebello in an effort to purchase the property in fee.

VALUATION SCENARIO NO. 2

Period/Year	Year	Comment	Gross Income	Less Reimbursements/Triple Net	Less Vacancy&Collection Loss @ 4.0%	Effective Gross Income	Less Expenses	Net Income	Discount Rate 10.0%	Present Value per Period
1	2021	Custom Chevy Income	$191,600	$19,510	$8,444	$202,666	$22,345	$180,321	0.9091	$163,928
2	2022	Custom Chevy Income	$191,600	$20,496	$8,484	$203,612	$22,825	$180,787	0.8264	$149,411
3	2023	Custom Chevy Income	$191,600	$20,917	$8,501	$204,016	$23,316	$180,700	0.7513	$135,763
4	2024	Custom Chevy Income	$191,600	$21,346	$8,518	$204,428	$23,817	$180,611	0.6830	$123,360
4	2024	Reversion Year 4						$11,311,416	0.6830	$7,725,849
Totals										$8,298,311
Totals Rounded										$8,300,000

The above value considers the discounted cash flows of the contract rent for the remaining contracted term of the Master Tenant, Ostrom Chevrolet, plus the future market value of the reversion at the end of the contracted term, including a discount factor. The indicated value of the Landlord's (Redevelopment Agency of the City of Montebello) position is $ 8,300,000 rounded. This represents the buyout of the property from the Redevelopment Agency of the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to our client, Montebello Auto Group (dba Chevrolet of Montebello). We define it as Scenario 2 in this report. Note that this value is based on the hypothetical condition that the subtenant has bought out the master lease.

VALUATION SCENARIO NO. 1

Period/Year	Year	Comment	Gross Income	Reimbursements Triple Net	Less Vac&CollLoss - 4.0%	EffGrossInc	Less Expenses	Net Income	Discount Rate 10.0%	Present Value per Period
1	2021	Chevy of Montebello	$384,000	$19,510	$16,140	$387,370	$22,345	$365,025	0.9091	$331,841
2	2022	Chevy of Montebello	$384,000	$20,496	$16,180	$388,316	$22,825	$365,491	0.8264	$302,059
3	2023	Chevy of Montebello	$384,000	$20,917	$16,197	$388,720	$23,316	$365,404	0.7513	$274,584
4	2024	Chevy of Montebello	$384,000	$21,346	$16,214	$389,132	$23,817	$365,315	0.6830	$249,515
4	2024	No Reversion	#REF!							
Totals										$1,157,948
Totals Rounded										**$1,160,000**

The above value considers the discounted cash flows of the contract rent for the remaining contracted term of the sublease tenant Montebello Auto Group (dba Chevrolet of Montebello) due to the Master Tenant (Ostrom Chevrolet) including a discount factor. The indicated value of the Master Tenant's (Ostrom Chevrolet) position is $1,160,000 rounded. This represents the buyout of the Master Lease with Ostrom Chevrolet. We define it as Scenario 1 in this report.

RECONCILIATION

The appraiser has employed the following approaches and arrived at the following conclusions:

Approach	Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet	Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.
Sales Comparison Approach	Not Applied	Not Applied
Income Approach	$ 1,160,000	$8,300,000
Cost Approach	Not Applied	Not Applied
Conclusion	$ 1,160,000	$ 8,300,000

Note: The Sales Comparison and Cost Approach were utilized in the forthcoming report The concluded values in these approaches represent the As-Is Fee Simple Market Value based on the subject being unencumbered by a lease. These values were utilized in the forthcoming Income Approach as support for the reversionary value in Premise No. 2 DCF. This value is based on a Hypothetical Condition that the property is not encumbered by any leases.

Approach	As-Is Market Value of the Fee Simple Estate Unencumbered by any leases (Hypothetical Condition).
Sales Comparison Approach	$11,000,000
Income Approach	Not Applied
Cost Approach	$10,840,000
Conclusion	$ 11,000,000

a

The following Appraisal Report is intended to comply with the reporting requirements as set forth under standards rule 2-2 (a) of the 2018-2019 Uniform Standards of Professional Appraisal Practice (USPAP). It contains detailed discussion of the data, reasoning, and analyses that were used to develop the opinions of value. I/we have completed all three classical approaches to value which are the Cost, Sales and the Income Approaches.

On special purpose properties such as auto dealerships, the Cost Approach is an excellent indicator of value. This was utilized to determine the As-Is Market Value of the property unencumbered by any leases and is based on a Hypothetical Condition.

In the Sales Comparison Approach, comparable properties were utilized and I/we had closed sales of auto dealerships from the Southern California region. This was utilized to determine the As-Is Market Value of the property unencumbered by any leases and is based on a Hypothetical Condition.

Both the Cost and Sales Comparison Approach served as support for determining the as-is market value and then to increase the reconciled value from these 2 approaches to estimate the reversion in the Income Approach for the Premise No. 2 value conclusion.

In Income property building appraisals, the Income Approach is a method of valuation from the viewpoint of an investor. Investment properties such as the subject are sometimes purchased by investors on the basis of a careful analysis of the probable net income to be derived from the operation of the property. This approach is typically a reliable indicator of value when sufficient market rental rate and expense data can be accumulated. Only a Yield Capitalization was completed.

VALUATION

Premise No. 1 reflects the As-Is Market Value of the Leased Fee Estate representing the buyout of the Master Lease with Ostrom Chevrolet. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

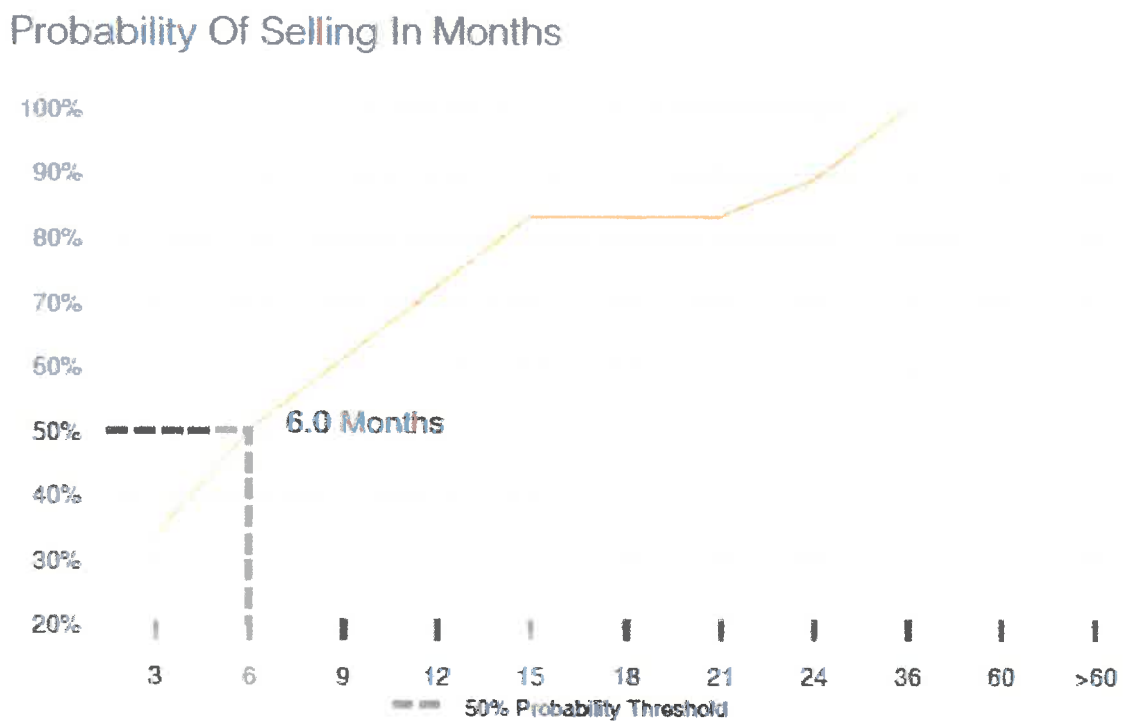
	"As-Is Market Value of the Leased Fee Estate as of December 21, 2020.
Premise No. 1 As-Is Market Value of the Leased Fee Estate- This represents the buyout of the Master Lease with Ostrom Chevrolet	$ 1,130,000 One Million One Hundred Thirty Thousand Dollars

Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition. Based upon the analysis and investigations conducted, and our experience as real estate appraisers and analysts, we have formed the opinion that as of December 21, 2020, and subject to the Assumptions and Limiting Conditions set forth in the report, the subject has a cash-equivalent Market Value of the following:

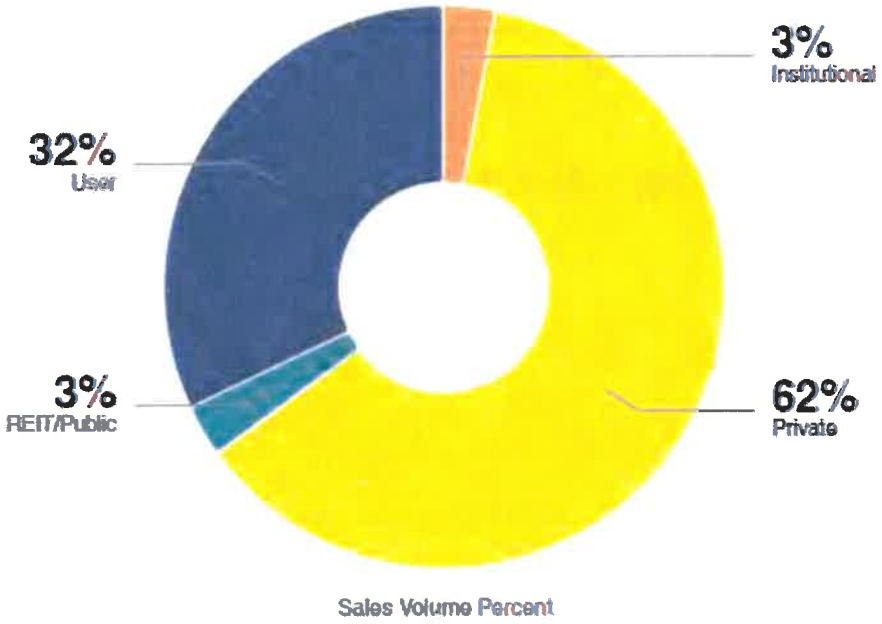
	"As-Is Market Value of the Fee Simple Estate as of December 21, 2020.
Premise No. 2 reflects the As-Is Market Value of the Fee Simple Estate representing the buyout of the property from the Redevelopment Agency from the City of Montebello (Fee Owner) after the Master Lease has been assigned from Ostrom Chevrolet to the client, Montebello Chevrolet. This is based on a Hypothetical Condition.	$ 8,300,000 Eight Million Three Hundred Thousand Dollars

Marketing Time: an opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) Estimated at 6 to 12 Months assuming diligent marketing efforts and at a market derived asking price.

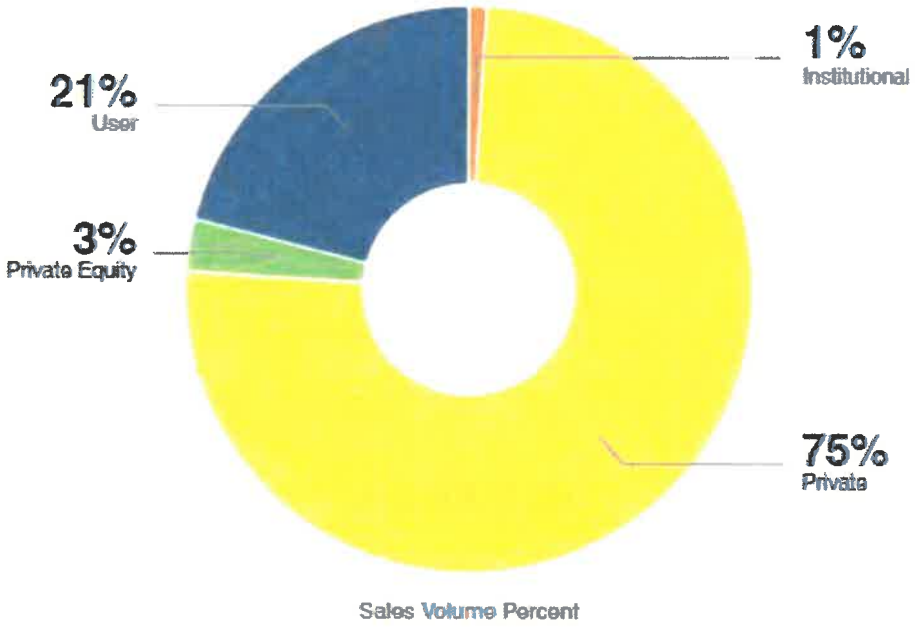
Exposure Period:
1.The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Estimated at 6 to 12 Months.



Sale By Buyer Type

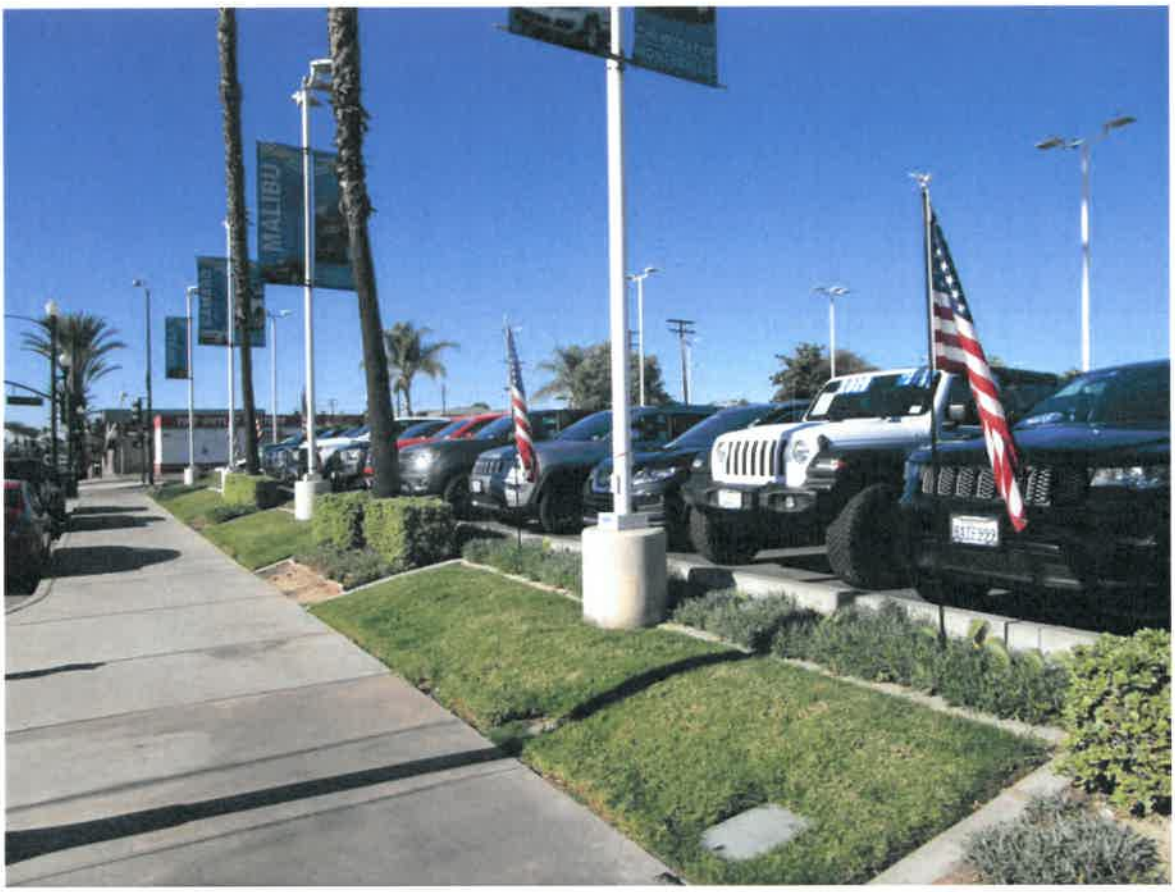


Sale By Seller Type



ADDENDA

PHOTOGRAPHS OF PROPERTY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TIRE OUTLET




EXIT









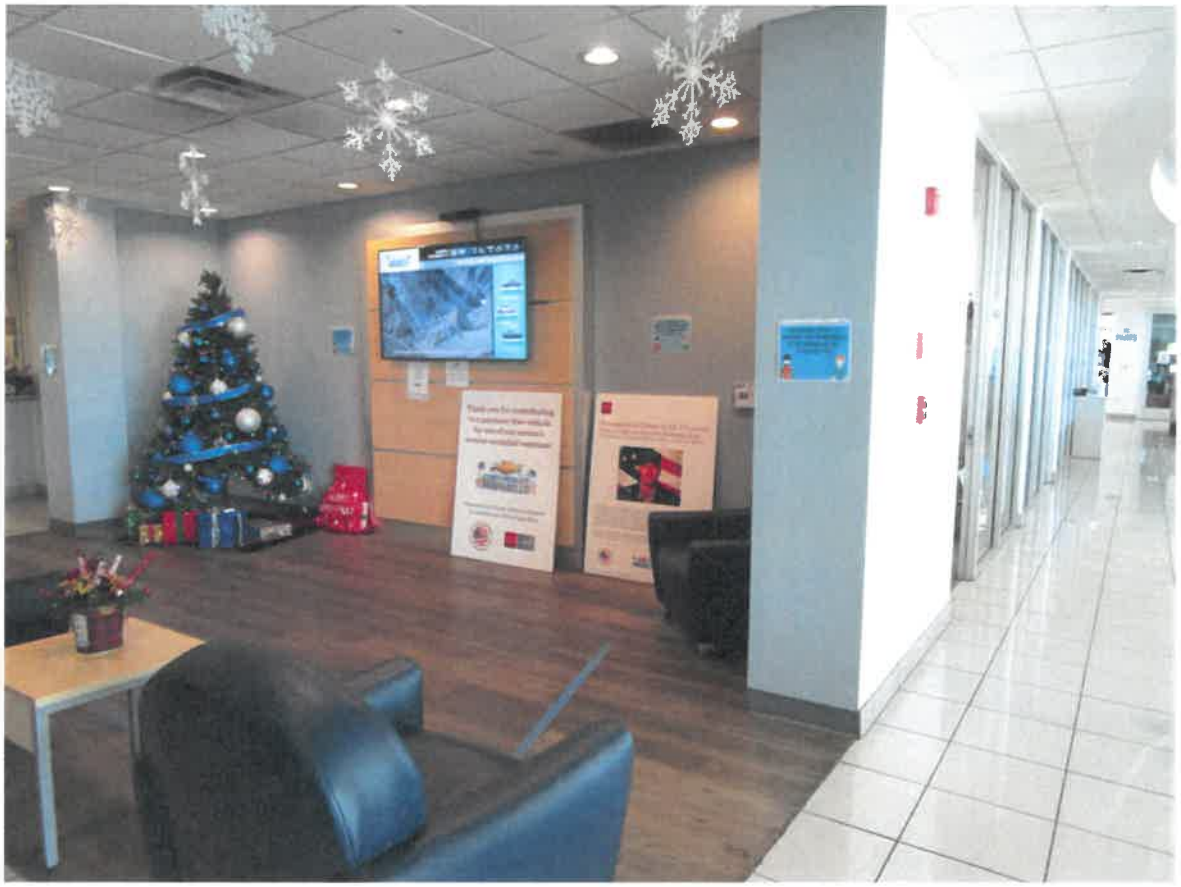

CHEVROLET
MONTEBELLO


Certified Service

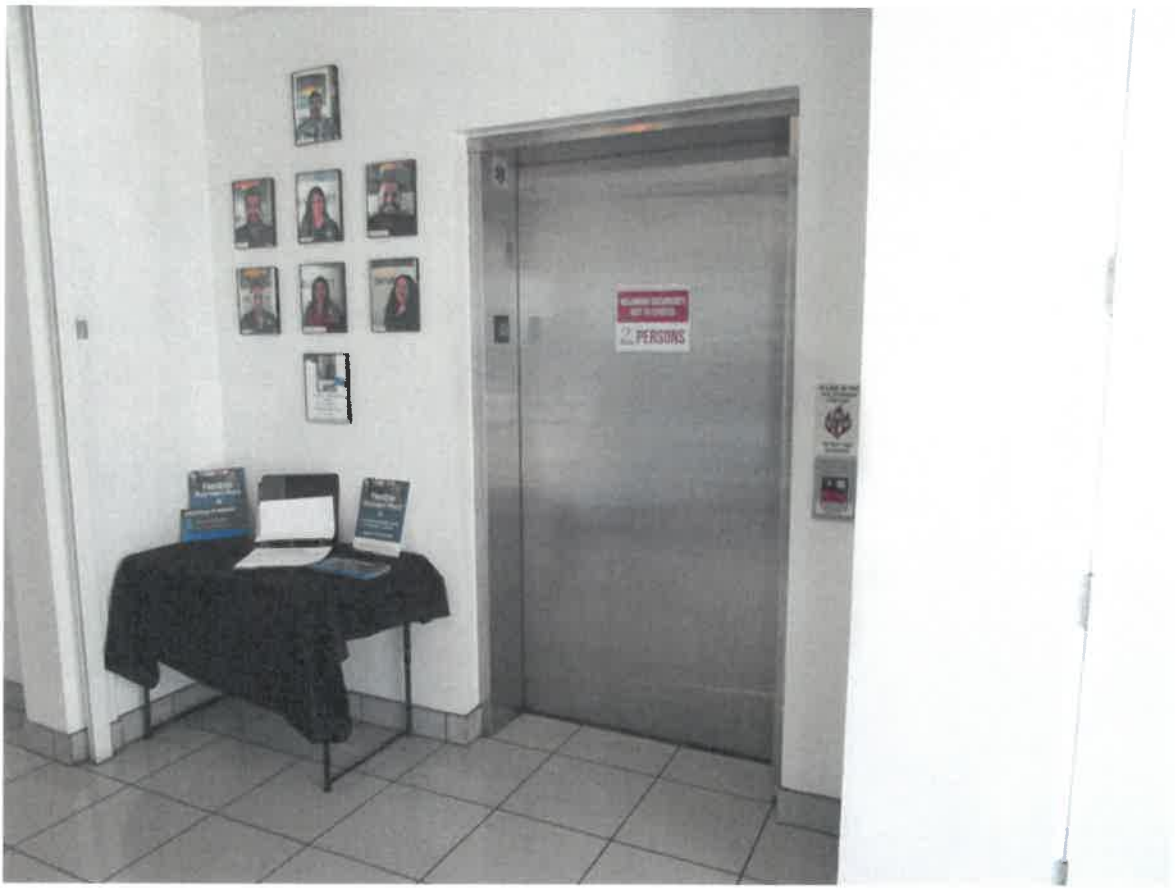

MONTEBELLO
CHEVROLET

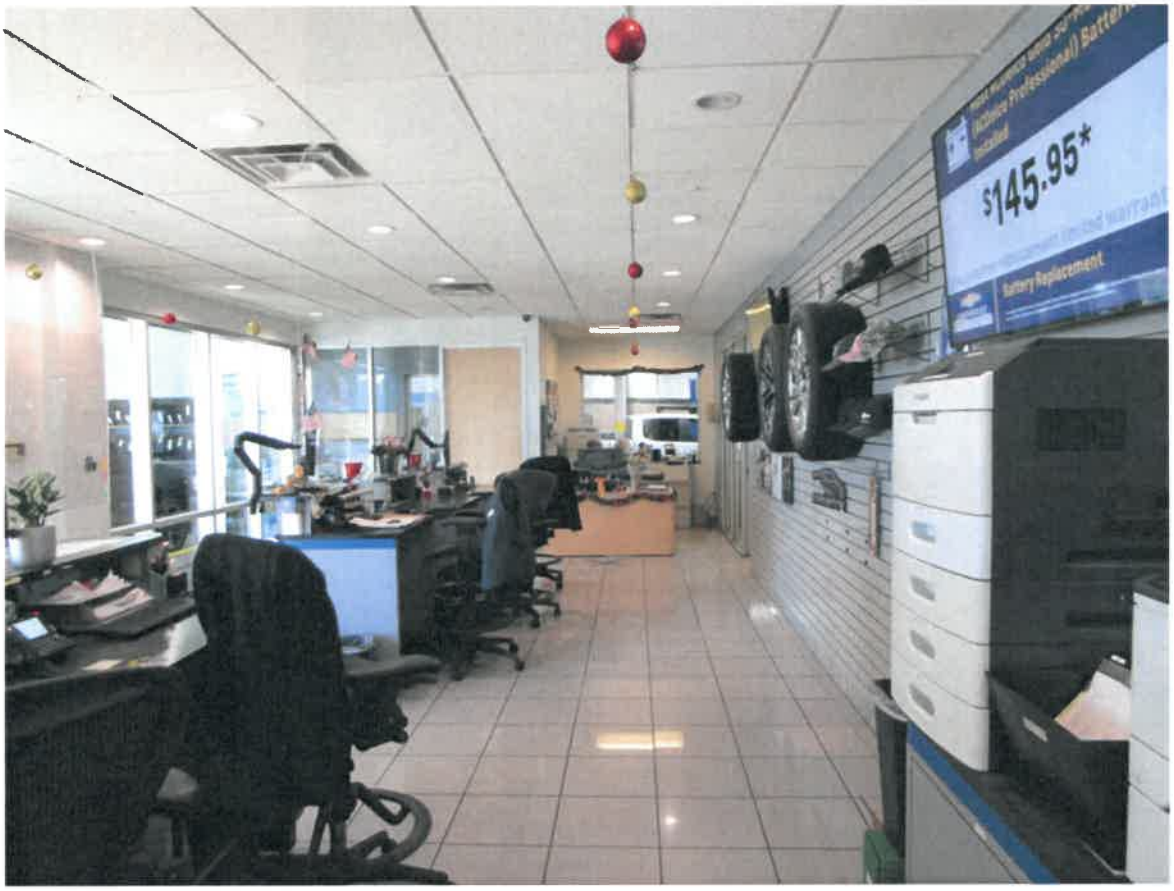

Certified Service
MONTE






WASH
HANDS


2 PERSONS


$145.95*
Battery Replacement









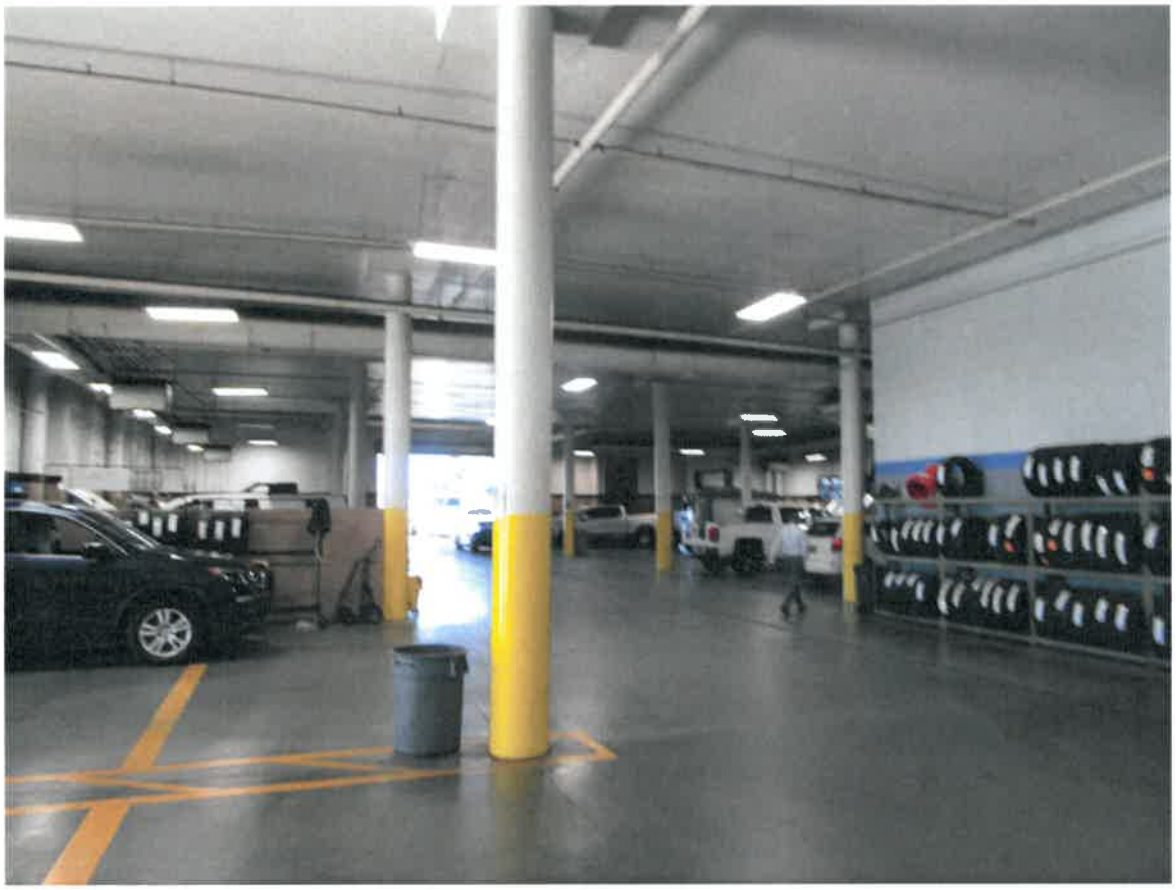


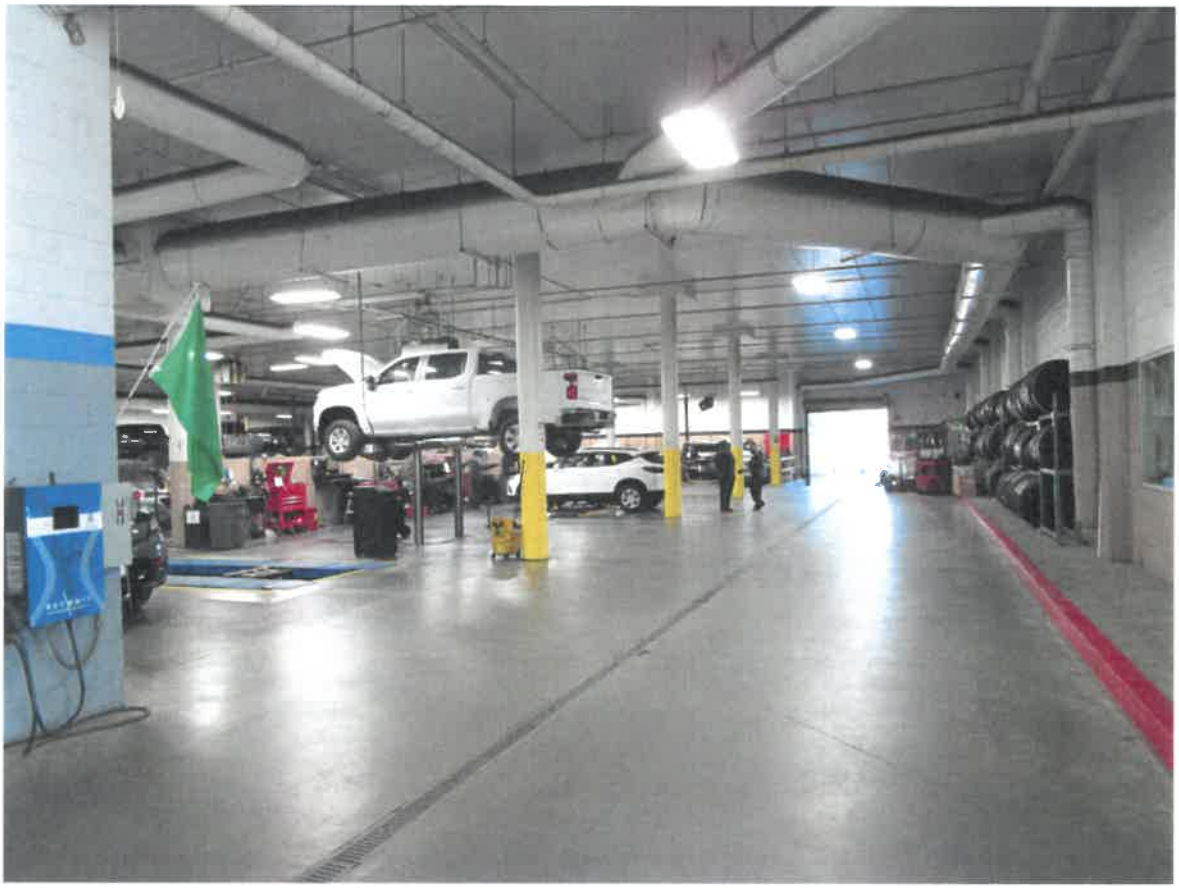

Certified Serv

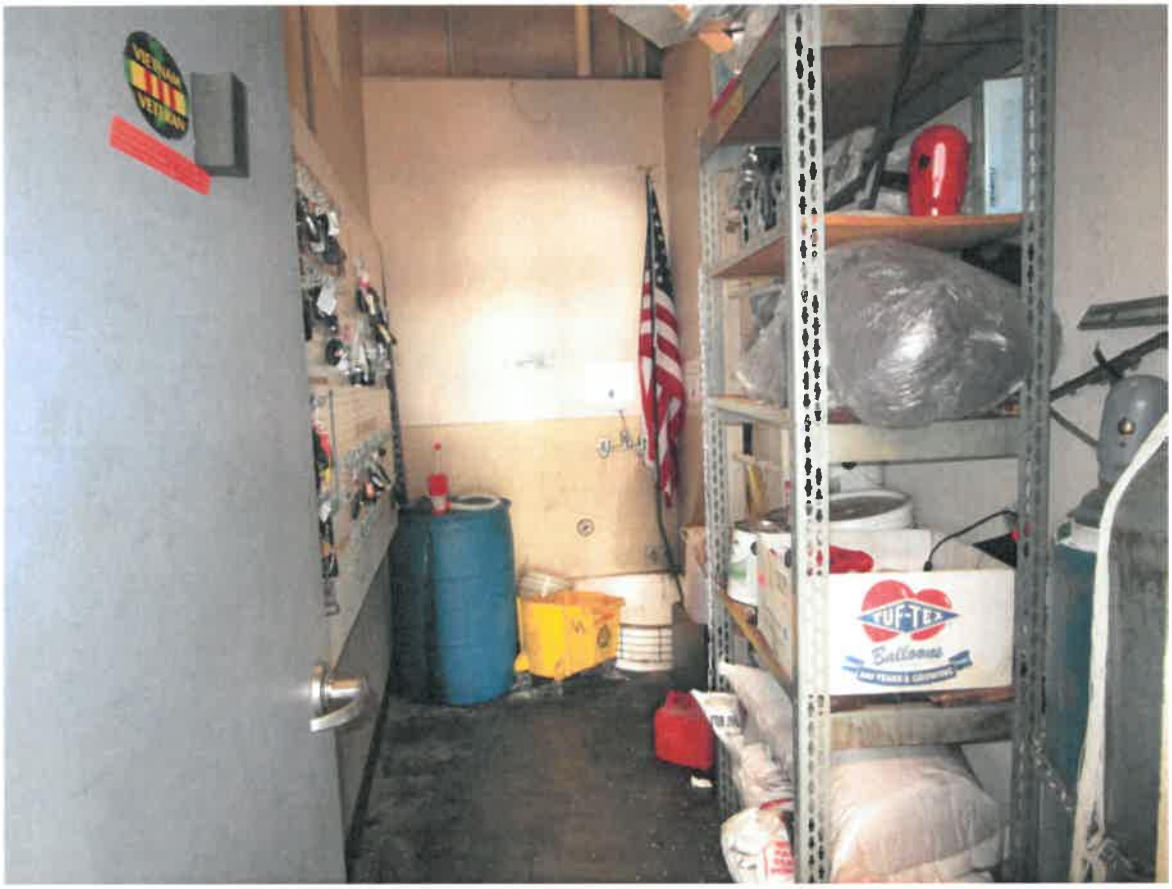

CHEVROLET
MONTEBELLO



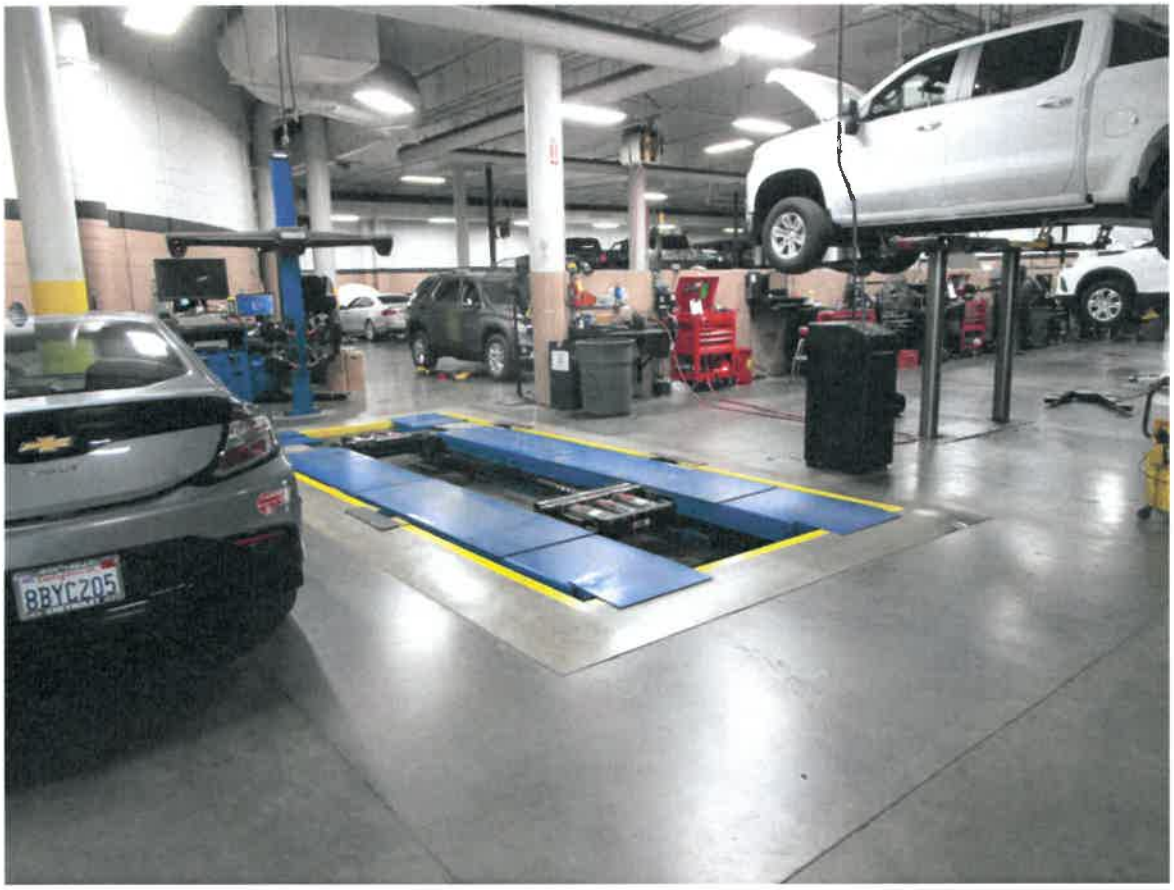







VIETNAM
VETERAN
TUFTEX
Balloons


CERTIFIED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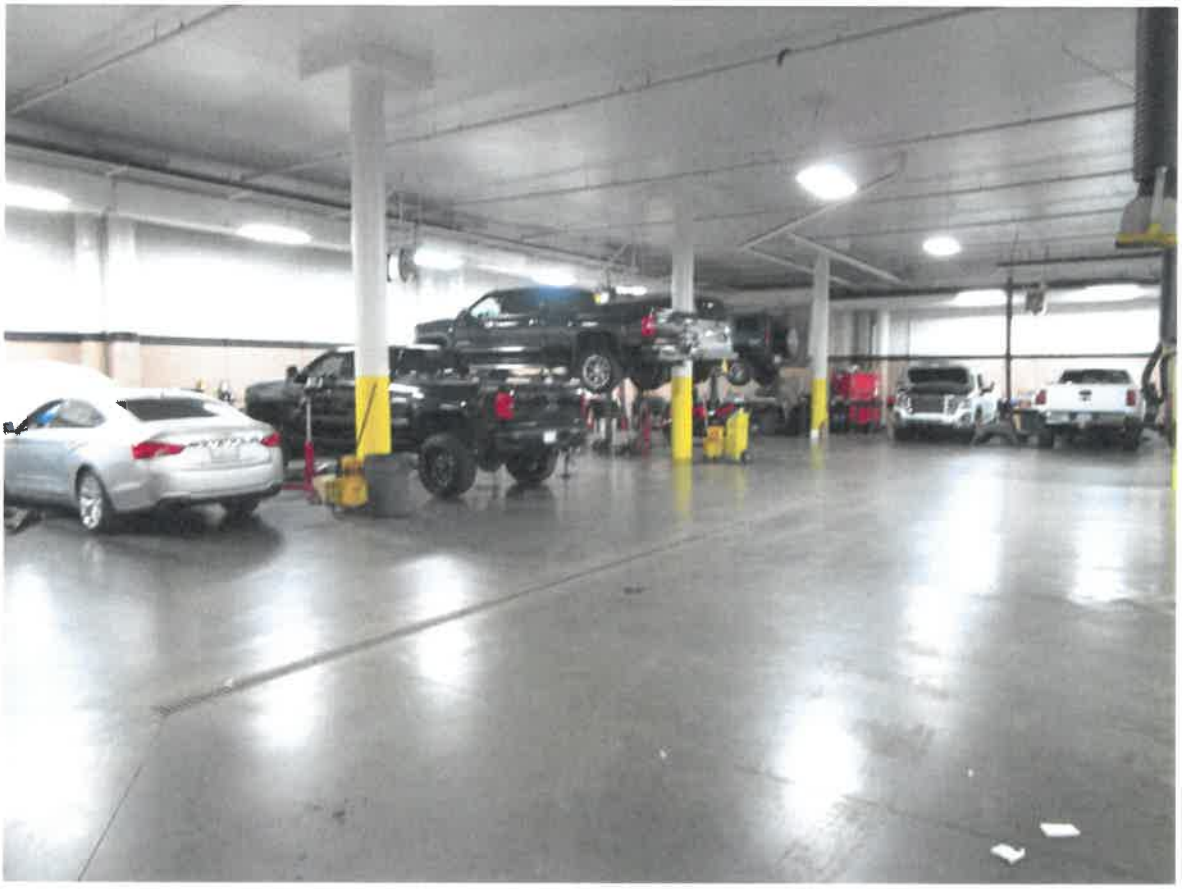

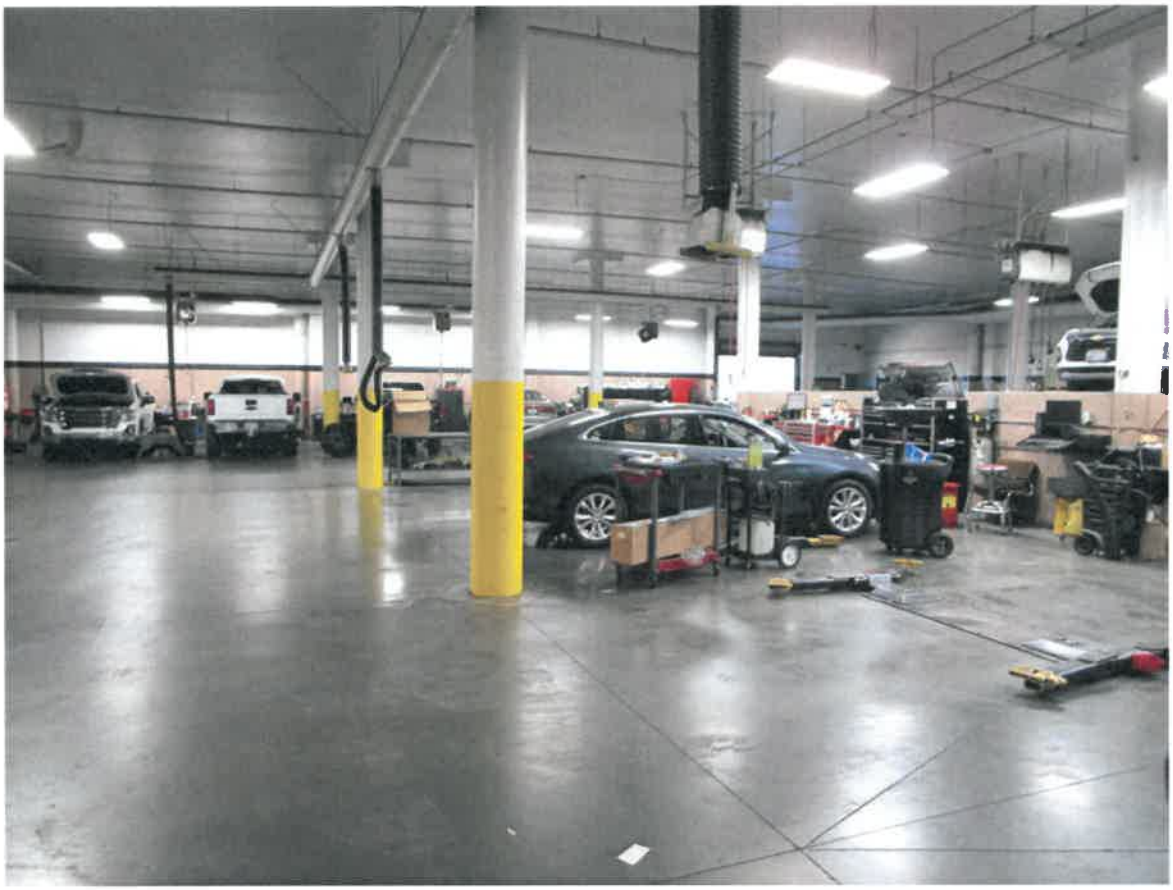



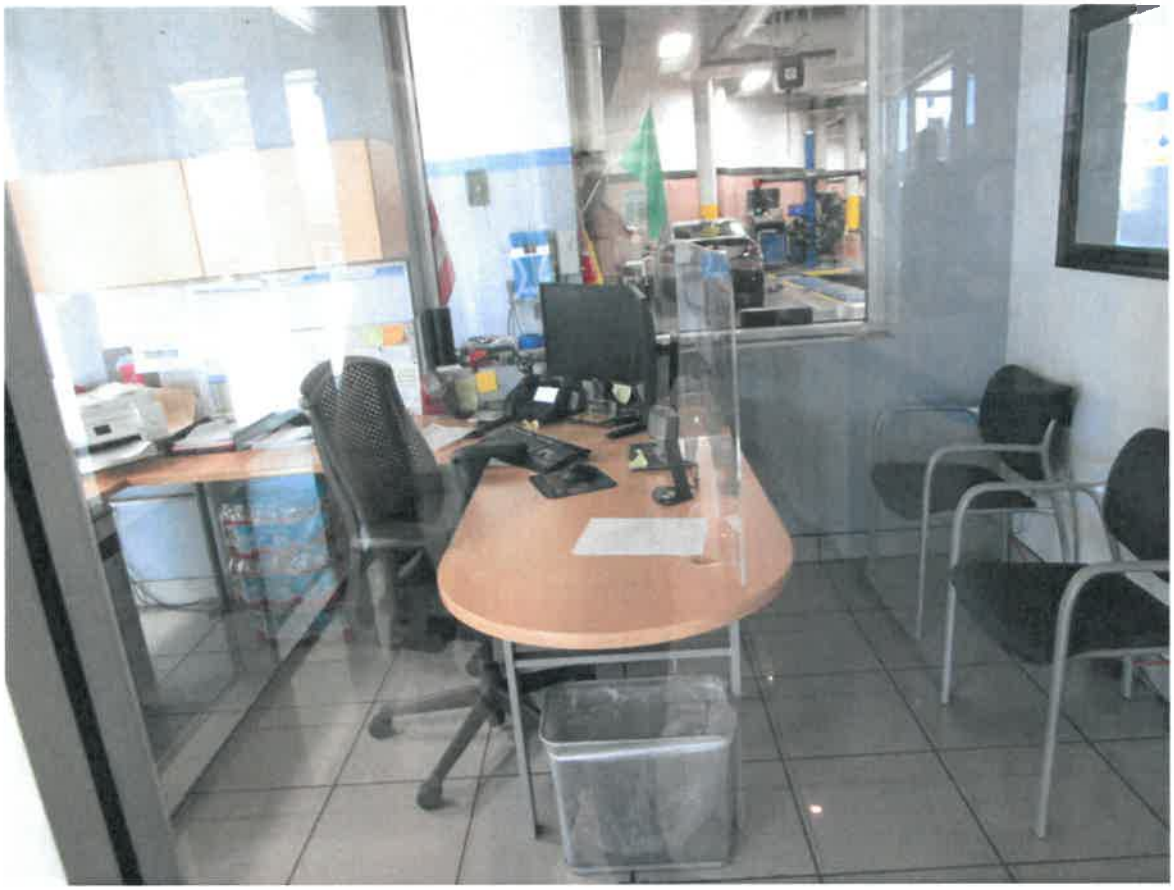

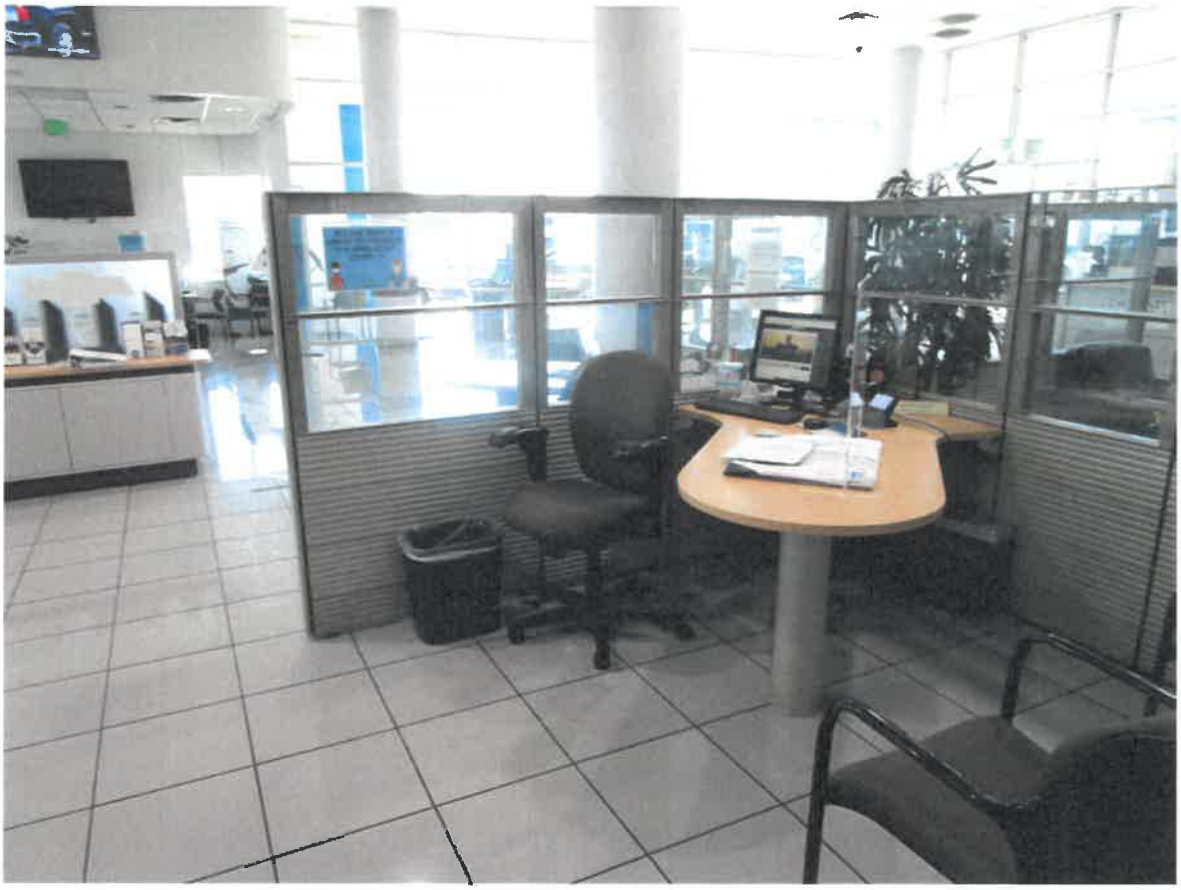















































PROPERTY PROFILE REPORTS

Property Detail Report

310 W Whittier Blvd, Montebello, CA 90640-5324

APN: 6346-022-900

Los Angeles County Data as of: 12/11/2020

Owner Information

Owner Name:	Montebello City / Redevelopment Agency Of		
Vesting:			
Mailing Address:	1600 W Beverly Blvd, Montebello, CA 90640-3932	Occupancy:	Absentee Owner

Location Information

Legal Description:	Newmark 1/2 Vac St And 1/2 Vac Alley And All Of Lots 25 Thru 30			County:	Los Angeles, CA
APN:	6346-022-900	Alternate APN:		Census Tract / Block:	530101 / 2015
Munic / Twnshp:	Hall Of Admin	Twnshp-Rng-Sec:		Legal Lot / Block:	25 / 30 /
Subdivision:		Tract #:		Legal Book / Page:	
Neighborhood:	The Southeast	School District:	Montebello Unified School District		
Elementary School:	Fremont Elementary...	Middle School:	La Merced Intermed...	High School:	Montebello High Sc...
Latitude:	34.00913	Longitude:	-118.10233		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:	04/15/2009 / 04/17/2009	Price:		Transfer Doc #:	2009.560053
Buyer Name:	Redevelopment Agcy Of City / Monteb	Seller Name:	Sevacherian Ara	Deed Type:	High Liability Loan

Last Market Sale

Sale / Rec Date:		Sale Price / Type:		Deed Type:	
Multi / Split Sale:		Price / Sq. Ft.:		New Construction:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		1st Mtg Doc #:	N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:		Sale Doc #:	N/A
Seller Name:					
Lender:				Title Company:	

Prior Sale Information

Sale / Rec Date:		Sale Price / Type:		Prior Deed Type:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		Prior Sale Doc #:	N/A
Prior Lender:					

Property Characteristics

Gross Living Area:	42,737 Sq. Ft.	Total Rooms:	0	Year Built / Eff:	2003 / 2003
Living Area:	42,737 Sq. Ft.	Bedrooms:		Stories:	2
Total Adj. Area:		Baths (F / H):		Parking Type:	
Above Grade:	42,737 Sq. Ft.	Pool:		Garage #:	
Basement Area:		Fireplace:		Garage Area:	
Style:		Cooling:		Porch Type:	
Foundation:		Heating:		Patio Type:	
Quality:		Exterior Wall:		Roof Type:	
Condition:		Construction Type:	Masonry	Roof Material:	

Site Information

Land Use:	Auto Sales	Lot Area:	40,644 Sq. Ft.	Zoning:	MNC2*
State Use:		Lot Width / Depth:		# of Buildings:	1
County Use:	2622 - New Car Sales And Service - Two Stories	Usable Lot:	40644	Res / Comm Units:	1 / 1
Site Influence:		Acres:	0.933	Water / Sewer Type:	
Flood Zone Code:	X	Flood Map #:	06037C1663F	Flood Map Date:	09/26/2008
Community Name:	City Of Montebello	Flood Panel #:	1663F	Inside SFHA:	False

Tax Information

Assessed Year:	2020	Assessed Value:	$519,020	Market Total Value:	
Tax Year:	2020	Land Value:	$519,020	Market Land Value:	
Tax Area:	06-311	Improvement Value:		Market Imprv Value:	
Property Tax:		Improved %:		Market Imprv %:	
Exemption:		Delinquent Year:			

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Property Detail Report

310 W Whittier Blvd, Montebello, CA 90640-5324

APN: 6346-022-901

Los Angeles County Data as of: 12/24/2020

Owner Information

Owner Name:	Montebello City / Redevelopment Agency Of		
Vesting:			
Mailing Address:	1600 W Beverly Blvd, Montebello, CA 90640-3932	Occupancy:	Absentee Owner

Location Information

Legal Description:	Newmark Por Vac St And 1/2 Vac Alley And Ex Of St Lots 32 And 34			County:	Los Angeles, CA
APN:	6346-022-901	Alternate APN:		Census Tract / Block:	530101 / 2015
Munic / Twnshp:	Hall Of Admin	Twnshp-Rng-Sec:		Legal Lot / Block:	32, 34 /
Subdivision:		Tract #:		Legal Book / Page:	
Neighborhood:	The Southeast	School District:	Montebello Unified School District		
Elementary School:	Fremont Elementary...	Middle School:	La Merced Intermed...	High School:	Montebello High Sc...
Latitude:	34.0095	Longitude:	-118.10241		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:		Price:	Transfer Doc #:
Buyer Name:		Seller Name:	Deed Type:

Last Market Sale

Sale / Rec Date:		Sale Price / Type:	Deed Type:
Multi / Split Sale:		Price / Sq. Ft.:	New Construction:
1st Mtg Amt / Type:		1st Mtg Rate / Type:	1st Mtg Doc #: N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:	Sale Doc #: N/A
Seller Name:			
Lender:			Title Company:

Prior Sale Information

Sale / Rec Date:		Sale Price / Type:	Prior Deed Type:
1st Mtg Amt / Type:		1st Mtg Rate / Type:	Prior Sale Doc #: N/A
Prior Lender:			

Property Characteristics

Gross Living Area:		Total Rooms:	0	Year Built / Eff:	
Living Area:		Bedrooms:		Stories:	
Total Adj. Area:		Baths (F / H):		Parking Type:	
Above Grade:		Pool:		Garage #:	
Basement Area:		Fireplace:		Garage Area:	
Style:		Cooling:		Porch Type:	
Foundation:		Heating:		Patio Type:	
Quality:		Exterior Wall:		Roof Type:	
Condition:		Construction Type:		Roof Material:	

Site Information

Land Use:	Vacant Land (NEC)	Lot Area:	13,664 Sq. Ft.	Zoning:	MNR3*
State Use:		Lot Width / Depth:		# of Buildings:	
County Use:	100V - Vacant Land	Usable Lot:	13664	Res / Comm Units:	
Site Influence:		Acres:	0.314	Water / Sewer Type:	
Flood Zone Code:	X	Flood Map #:	06037C1663F	Flood Map Date:	09/26/2008
Community Name:	City Of Montebello	Flood Panel #:	1663F	Inside SFHA:	False

Tax Information

Assessed Year:	2020	Assessed Value:	$147,880	Market Total Value:	
Tax Year:	2020	Land Value:	$147,880	Market Land Value:	
Tax Area:	06-330	Improvement Value:		Market Imprv Value:	
Property Tax:		Improved %:		Market Imprv %:	
Exemption:		Delinquent Year:			

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Property Detail Report

310 W Whittier Blvd, Montebello, CA 90640-5324

APN: 6346-023-900

Los Angeles County Data as of: 12/24/2020

Owner Information

Owner Name:	Montebello City / Redevelopment Agency Of		
Vesting:			
Mailing Address:	1600 W Beverly Blvd, Montebello, CA 90640-3932	Occupancy:	Absentee Owner

Location Information

Legal Description:	Newmark 1/2 Vac St And 1/2 Vac Alley And All Of Lots 49 Thru 54			County:	Los Angeles, CA
APN:	6346-023-900	Alternate APN:		Census Tract / Block:	530101 / 2015
Munic / Twnshp:	Hall Of Admin	Twnshp-Rng-Sec:		Legal Lot / Block:	49 / 54 /
Subdivision:		Tract #:		Legal Book / Page:	
Neighborhood:	The Southeast	School District:	Montebello Unified School District		
Elementary School:	Fremont Elementary...	Middle School:	La Merced Intermed...	High School:	Montebello High Sc...
Latitude:	34.00934	Longitude:	-118.10328		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:		Price:	Transfer Doc #:
Buyer Name:		Seller Name:	Deed Type:

Last Market Sale

Sale / Rec Date:		Sale Price / Type:	Deed Type:
Multi / Split Sale:		Price / Sq. Ft.:	New Construction:
1st Mtg Amt / Type:		1st Mtg Rate / Type:	1st Mtg Doc #: N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:	Sale Doc #: N/A
Seller Name:			
Lender:			Title Company:

Prior Sale Information

Sale / Rec Date:		Sale Price / Type:	Prior Deed Type:
1st Mtg Amt / Type:		1st Mtg Rate / Type:	Prior Sale Doc #: N/A
Prior Lender:			

Property Characteristics

Gross Living Area:		Total Rooms:	0	Year Built / Eff:	
Living Area:		Bedrooms:		Stories:	
Total Adj. Area:		Baths (F / H):		Parking Type:	
Above Grade:		Pool:		Garage #:	
Basement Area:		Fireplace:		Garage Area:	
Style:		Cooling:		Porch Type:	
Foundation:		Heating:		Patio Type:	
Quality:		Exterior Wall:		Roof Type:	
Condition:		Construction Type:		Roof Material:	

Site Information

Land Use:	Vacant Land (NEC)	Lot Area:	42,000 Sq. Ft.	Zoning:	MNC2*
State Use:		Lot Width / Depth:		# of Buildings:	
County Use:	100V - Vacant Land	Usable Lot:	42000	Res / Comm Units:	
Site Influence:		Acres:	0.964	Water / Sewer Type:	
Flood Zone Code:	X	Flood Map #:	06037C1663F	Flood Map Date:	09/26/2008
Community Name:	City Of Montebello	Flood Panel #:	1663F	Inside SFHA:	False

Tax Information

Assessed Year:	2020	Assessed Value:	$537,852	Market Total Value:	
Tax Year:	2020	Land Value:	$537,852	Market Land Value:	
Tax Area:	06-311	Improvement Value:		Market Imprv Value:	
Property Tax:		Improved %:		Market Imprv %:	
Exemption:		Delinquent Year:			

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Property Detail Report

310 W Whittier Blvd, Montebello, CA 90640-5324

APN: 6346-023-901

Los Angeles County Data as of: 12/24/2020

Owner Information

Owner Name:	Montebello City / Redevelopment Agency Of		
Vesting:			
Mailing Address:	1600 W Beverly Blvd, Montebello, CA 90640-3932	Occupancy:	Absentee Owner

Location Information

Legal Description:	Newmark Por Vac St,1/2 Vac Alley,Ex Of Alley Lot 58 And All Of Lots 55 And 56			County:	Los Angeles, CA
APN:	6346-023-901	Alternate APN:		Census Tract / Block:	530101 / 2015
Munic / Twnshp:	Hall Of Admin	Twnshp-Rng-Sec:		Legal Lot / Block:	58 /
Subdivision:		Tract #:		Legal Book / Page:	
Neighborhood:	The Southeast	School District:	Montebello Unified School District		
Elementary School:	Fremont Elementary...	Middle School:	La Merced Intermed...	High School:	Montebello High Sc...
Latitude:	34.00964	Longitude:	-118.10326		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:		Price:	Transfer Doc #:
Buyer Name:		Seller Name:	Deed Type:

Last Market Sale

Sale / Rec Date:		Sale Price / Type:	Deed Type:
Multi / Split Sale:		Price / Sq. Ft.:	New Construction:
1st Mtg Amt / Type:		1st Mtg Rate / Type:	1st Mtg Doc #: N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:	Sale Doc #: N/A
Seller Name:			
Lender:			Title Company:

Prior Sale Information

Sale / Rec Date:		Sale Price / Type:	Prior Deed Type:
1st Mtg Amt / Type:		1st Mtg Rate / Type:	Prior Sale Doc #: N/A
Prior Lender:			

Property Characteristics

Gross Living Area:		Total Rooms:	0	Year Built / Eff:	
Living Area:		Bedrooms:		Stories:	
Total Adj. Area:		Baths (F / H):		Parking Type:	
Above Grade:		Pool:		Garage #:	
Basement Area:		Fireplace:		Garage Area:	
Style:		Cooling:		Porch Type:	
Foundation:		Heating:		Patio Type:	
Quality:		Exterior Wall:		Roof Type:	
Condition:		Construction Type:		Roof Material:	

Site Information

Land Use:	Vacant Land (NEC)	Lot Area:	21,196 Sq. Ft.	Zoning:	MNC2*
State Use:		Lot Width / Depth:		# of Buildings:	
County Use:	100V - Vacant Land	Usable Lot:	21196	Res / Comm Units:	
Site Influence:		Acres:	0.487	Water / Sewer Type:	
Flood Zone Code:	X	Flood Map #:	06037C1663F	Flood Map Date:	09/26/2008
Community Name:	City Of Montebello	Flood Panel #:	1663F	Inside SFHA:	False

Tax Information

Assessed Year:	2020	Assessed Value:	$234,891	Market Total Value:	
Tax Year:	2020	Land Value:	$234,891	Market Land Value:	
Tax Area:	06-330	Improvement Value:		Market Imprv Value:	
Property Tax:		Improved %:		Market Imprv %:	
Exemption:		Delinquent Year:			

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COSTAR REPORT

310 W Whittier Blvd

★★★★☆

Auto Dealership - Southeast Los Angeles Submarket
Montebello, CA 90640

42,737 | 2.7 | 2003 | Single

Building

4 Star Retail Auto Dealership
Urban

42,737 SF — 2003
1 — Single
42,737 SF

$30 - 37/mnn (Retail)

N 3rd St
N 4th St
W Whittier Blvd

$1.43/SF (2008)

Somewhat Walkable (68)
Minimal Transit (0)

Land

2.70 AC — 117,612 SF
0.36

MNC2*
6346-022-030 , 6346-022-031, 6346-023-032, 6346-023-033

Tenants

Name	Space Occupied
Chevrolet	3,000 SF

About the Owner

City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
United States
(323) 887-1363 (p)
Since Feb 27, 2009

Public Transportation

Commuter Rail	Drive	Distance
Montebello/Commerce Commuter Rail (Riverside Line)	5 min	1.7 mi
Commerce Commuter Rail (Orange County, 91 Lines)	10 min	3.9 mi

Airport	Drive	Distance
Long Beach-Daugherty Field Airport	29 min	19.0 mi
Bob Hope Airport	39 min	25.5 mi
Los Angeles International Airport	37 min	27.2 mi

Market Conditions

	Current	YOY Change
	0.0% ↔	
	5.0% ↓	-0.5%
	5.3% ↑	
	$26.56/SF ↓	-1.4%
	$32.31/SF ↓	-2.5%
	346,643 SF ↓	-29.6%
	11.8 ↑	

	Current	Prev Year
	$145.97M	$128.89M
	$259/SF	$307/SF

Property Contacts

City of Montebello
Onteb Redevelopment Agcy Of City & M
Government

Demographics

	1 mile	3 miles
	31,919	188,841
	9,340	53,692
	35.20	36.30
	$52,641	$62,106
	10,589	60,589
	↓ -0.57%	↓ -0.42%
	↓ -0.61%	↓ -0.45%

Traffic

Collection Street	Cross Street	Traffic Vol	Last Mea...	Distance
Whittier Blvd	S 2nd St W	23,495	2018	0.07 mi
E Whittier Blvd	Whittier Blvd SE	28,326	2018	0.14 mi
Whittier Blvd	S 6th St W	21,990	2018	0.18 mi
Whittier Blvd	S 7th St W	24,494	2018	0.23 mi
N Poplar Ave	E Cleveland Ave S	5,577	2018	0.24 mi
S Montebello Blvd	Los Angeles Ave S	20,672	2018	0.34 mi
N Poplar Ave	Maiden Ln N	5,293	2018	0.35 mi
W Olympic Blvd	S 7th St W	7,103	2018	0.36 mi
Bluff Rd	Mountain View Ave ...	7,783	2018	0.39 mi
N Montebello Blvd	W Madison Ave S	27,758	2018	0.43 mi

Made with TrafficMetrix® Products

Location

90640
Southeast Los Angeles
Southeast Los Angeles
Urban
Los Angeles
Los Angeles
California
Los Angeles-Long Beach-Glendale, CA
Los Angeles, CA-NV

Images



Primary Photo

COPY OF THE EXISTING LEASE

DEALERSHIP SUBLEASE

between

ARSEV, INC.,
a California Corporation,

as Landlord

and

MONTEBELLO AUTO GROUP, LLC
a California limited liability company

as Tenant

April 27, 2010

Pertaining to the Premises
Located at 310 W. Whittier Blvd.,
Montebello, California 90640

DEALERSHIP SUBLEASE

THIS DEALERSHIP SUBLEASE ("Lease"), dated April 27, 2010, is entered into by and between **ARSEV, INC.**, a California corporation, dba OSTROM **CHEVROLET** ("Landlord"), and **MONTEBELLO AUTO GROUP, LLC** a California limited liability company ("Tenant").

Recitals

A. Pursuant to the terms of that certain Retail Lease, dated February 18, 2009, as amended by the First Amendment to Retail Lease dated October 28,2009 ("First Amendment") (the "Prime Lease"), Landlord is currently leasing the real property and improvements situated in the City of Montebello, County of Los Angeles, State of California, which is commonly known as "310 W. Whittier Blvd., Montebello, California 90640" as more particularly described in the Prime Lease (the "Premises"), from the Redevelopment Agency of the City of Montebello, a public body, corporate and politic ("Prime Landlord"). A copy of the Prime Lease is attached hereto as Exhibit "A".

B. Tenant desires to sublease the Premises from Landlord, and Landlord is willing to sublease the Premises to Tenant, on the terms and conditions contained in this Lease.

Terms and Conditions

NOW, THEREFORE, Landlord and Tenant hereby covenant and agree as follows:

1. DEMISE.

1.1. Demise. Subject to the provisions of the Prime Lease and this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term. The Premises leased, however, do not include that portion of the Premises described in that certain Site Lease With Option between Omnipoint Communications, Ind., a subsidiary of T-Mobile USA Inc. and Ara Sevacherian signed by Omnipoint on March 26, 2006, a copy of which is attached hereto as Exhibit "B" ("T-Mobile Lease"). This Lease is subject to all rights of the Tenant under the T-Mobile Lease. The "Term" means the duration of this Lease, which duration shall be (unless terminated earlier as provided in this Lease) the period commencing on the Closing Date of that certain Asset Purchase Agreement ("APA") between Arsev, Inc. and Montebello Auto Group, LLC, dated December 28, 2009 ("Effective Date") and ending on the later of 11:59 p.m. on December 31, 2014, or the end of First or Second Extended Term if so extended. Any termination of the Prime Lease shall result in a simultaneous termination of this Lease. This Lease is intended to be and shall be construed as a sublease of the Premises rather than as an assignment of the Prime Lease. Tenant hereby expressly acknowledges that Landlord has retained a reversionary interest and a right of re-entry upon Tenant's failure to comply with Tenant's obligations and conditions under this Lease. This Lease is subject and subordinate to the Prime Lease and any termination of the Prime Lease. This Lease will not be effective until the closing of the APA, and if the APA does not close, this Lease will have no force or effect.

1.2. Quiet Enjoyment. Landlord covenants that, during the Term, Tenant shall have quiet and peaceful possession of the Premises, subject only to (a) the provisions of the Prime Lease and this Lease, (b) all easements, rights of way, covenants, conditions and restrictions and other matters which are public record as of the Effective Date or which are created or consented

to by Tenant (the "Permitted Exceptions"), (c) applicable "Laws" (as hereinafter defined), and (d) any other matter created or consented to by Tenant.

1.3. Option to Extend the Term. Tenant hereby acknowledges that pursuant to Section 1 of the First Amendment of the Prime Lease, Landlord has been granted the right to extend the term of the Prime Lease for up to five (5) additional successive terms of five (5) years each, namely, the First Extended Term, Second Extended Term, Third Extended Term, Fourth Extended Term, and Fifth Extended Term. Landlord hereby agrees that Landlord shall timely exercise an "Extension Option" for the First, Second, Third, Fourth, and Fifth Extended Terms (as defined in Section 2 of the First Amendment of the Prime Lease amending Section 2.3 of the Prime Lease), subject to and conditioned upon the satisfaction of each and every one of the following conditions:

(a) Tenant's Request for Extension. At least one year (but in no event more than twenty-four (24) months) prior to the expiration of the then current term of the Prime Lease, Landlord shall have received from Tenant a written notice from Tenant exercising its option for an extended term and a request by Tenant that Landlord exercise the relevant Extension Option ("Tenant's Request for Extension"). Notwithstanding the preceding sentence, Landlord shall give Tenant at least 30 days prior written notice of the date when the Tenant's right to exercise any Extension Option will expire (a "Reminder Notice"). Tenant's period to exercise any Extension Option shall automatically be extended until the date 30 days after Tenant has received Landlord's Reminder Notice.

(b) No Event of Default. On the date Landlord receives Tenant's Request for Extension of the term of the Prime Lease, and during the period from that date to the date Landlord exercises the relevant Extension Option, no Event of Default shall have occurred and be continuing and no act, event or omission shall have occurred and be continuing which, with notice or the passage of time or both, will result in an Event of Default.

(c) Tenant's Financial Condition. Tenant shall have delivered to Landlord, with Tenant's Request for Extension, written evidence reasonably satisfactory to Landlord that Tenant is then in compliance (and as of the commencement of the extension period will be in compliance) with all financial requirements and standards (including, without limitation, all net working capital requirements) contained in Tenant's "Dealer Agreement" (as hereinafter defined).

1.4. Extension of Prime Lease Without Extension of this Lease. Landlord and Tenant hereby agree that in the event Tenant shall deliver a Tenant's Request for Extension pursuant to Section 1.3(a) above with respect to an Extension Option, but the condition contained in Section 1.3(b) or 1.3(c) above has not been satisfied, and Landlord desires to exercise Landlord's Extension Option, then Landlord shall have the right, but not the obligation, upon the delivery of written notice thereof to Tenant (an "Election Not to Extend Dealership Sublease") to extend the term of the Prime Lease, but not extend the Term of this Lease. In the event that Landlord shall deliver the Election Not to Extend Dealership Sublease to Tenant, then this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord in accordance with Section 12 below on the last day of the Term hereof.

1.5. Condition. EXCEPT AS OTHERWISE SET FORTH IN THIS LEASE OR IN THE AGREEMENT FOR SALE OF ASSETS DATED DECEMBER 28, 2009, BETWEEN LANDLORD AND TENANT, LANDLORD LEASES AND TENANT TAKES THE PREMISES IN THEIR "AS IS" CONDITION "WITH ALL FAULTS." TENANT

ACKNOWLEDGES THAT LANDLORD HAS NOT MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, SUITABILITY, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT , LATENT OR PATENT, (iv) VALUE, (v) COMPLIANCE WITH LAWS, (vi) LOCATION, (vii) USE, (viii) CONDITION, (ix) MERCHANTABILITY, (x) QUALITY, (xi) DESCRIPTION, (xii) DURABILITY, (xiii) OPERATION, (xiv) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, (xv) STATE OF REPAIR OR LACK OF REPAIR, (xvi) THE ADEQUACY OR DEFICIENCY OF DRAINAGE OR UNDERSHORING, (xvii) THE LOCATION OF THE PREMISES ON OR NEAR AN EARTHQUAKE FAULT OR IN OR NEAR AN AREA OF KNOWN OR UNKNOWN SEISMIC ACTIVITY, OR (xviii) THE EXISTENCE OF ANY VESTED PREMISES USE, ZONING, BUILDING, DEVELOPMENT OR USE ENTITLEMENTS; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY TENANT. TENANT ACKNOWLEDGES THAT THE PREMISES HAVE BEEN INVESTIGATED AND INSPECTED BY TENANT AND ARE SATISFACTORY TO TENANT. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LANDLORD SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES. TENANT EXPRESSLY WAIVES ANY RIGHT OF RESCISSION HEREUNDER AND RELEASES AND DISCHARGES LANDLORD FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION THAT TENANT MAY NOW HAVE OR HEREAFTER HAVE AGAINST LANDLORD, AND TENANT SHALL INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL COSTS, CLAIMS, AND CAUSES OF ACTION ARISING IN CONNECTION WITH OR OUT OF THE CONDITION OF THE PREMISES. TENANT'S WAIVERS AND INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE. TENANT'S RELEASE OF LANDLORD HEREBY INCLUDES CLAIMS OF WHICH TENANT IS PRESENTLY UNAWARE OR WHICH TENANT DOES NOT PRESENTLY SUSPECT TO EXIST, WHICH IF KNOWN BY TENANT WOULD MATERIALLY AFFECT TENANT'S RELEASE OF LANDLORD. TENANT HEREBY EXPRESSLY ASSUMES THE RISK THAT FACTS MAY BE DISCOVERED IN THE FUTURE WHICH ARE DIFFERENT FROM THE FACTS WHICH TENANT BELIEVES EXIST ON THE DATE HEREOF. TENANT HEREBY EXPRESSLY WAIVES THE BENEFITS, IF ANY, OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PRESENTLY PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM, MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

2. RENT.

2.1. Basic Rent. Commencing on the Effective Date, Tenant shall pay "Basic Rent" to Landlord on a quarterly basis. Basic Rent shall be paid, in advance, on the first day of each calendar quarter of the Term, without setoff, counterclaim, or deduction of any kind. If the Effective Date is other than the first day of a calendar quarter, Tenant shall pay a prorated portion of Basic Rent for such quarter on the Effective Date.

(a) The Basic Rent from the period of the Effective Date to December 31, 2014 at 11:59 p.m. of this Lease will be $57,150 per calendar quarter.

(b) The Basic Rent for the First Extended Term of this Lease will be $81,000 per calendar quarter.

(c) The Basic Rent for the Second Extended Term of this Lease will be $96,000 per calendar quarter.

(d) The Basic Rent for the Third Extended Term will be the amount determined for the Prime Lease, plus 20% of that amount ("Third Extended Term Basic Rent"). If Tenant is not satisfied with the rent determined for the Third Extended Term, then upon notice of such dissatisfaction by Tenant to Landlord within ten (10) days after being notified of the rent, Tenant's exercise of its Extension Option will be deemed null and void, and will have no effect.

(e) The Basic Rent for the Fourth Extended Term ("Fourth Extended Term Basic Rent") will be the Third Extended Term Rent, plus the CPI adjustment set forth in Section 1.(d) of the First Amendment, so that the CPI adjustment will be on the full amount of the Third Extended Term Basic Rent .

(f) The Basic Rent for the Fifth Extended Term will be the amount of Basic Rent for the Fourth Extended Term ("Fifth Extended Term Rent"), plus the CPI adjustment set forth in Section 1.(e) of the First Amendment, so that the CPI adjustment will be on the full amount of the Fourth Extended Term Basic Rent.

2.2. True Net Lease; Additional Rent. Tenant shall pay, in addition to Basic Rent, all other amounts payable by the tenant under the Prime Lease in the manner provided in the Prime Lease, and all other amounts payable by Tenant pursuant to this Lease or which are otherwise related to the ownership, use, occupancy or enjoyment of the Premises or any portion thereof (hereinafter collectively referred to as "Additional Rent"). As further Additional Rent hereunder, Tenant shall pay any rent tax, and any transfer, conveyance or recordation taxes, assessments or fees (including those related to recordation of the Prime Lease or a memorandum or short form thereof) imposed upon Landlord in connection with the Prime Lease or this Lease. All Basic Rent, Additional Rent and all other amounts payable by Tenant under this Lease is hereinafter referred to as "Rent."

2.3. Late Charge. Tenant hereby acknowledges that late payment to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such sums include, but are not limited to, processing and accounting charges. Accordingly; if any installment of Rent or any other amount due from Tenant hereunder shall not be received by Landlord within five (5) calendar days after the due date therefore, then, without the requirement for any notice to Tenant, Tenant shall pay to Landlord, on demand, a late charge equal to five percent (5 %) of the overdue amount. Acceptance of such late charge by Landlord shall in no event constitute a waiver of any default by Tenant with respect to such overdue amount or prevent Landlord from exercising any of the rights, powers and remedies available to Landlord hereunder, or at law or in equity, by reason of any uncured default of Tenant hereunder.

2.4. Default Interest. Tenant shall pay to Landlord interest at the "Default Rate" (as hereinafter defined) on the following sums until paid in full: (a) all installments of Basic Rent

from the respective due dates thereof if the same are not paid within five (5) days following the date when due; and (b) all overdue amounts of Additional Rent relating to obligations that Landlord shall have paid on behalf of Tenant, from the date of payment thereof by Landlord. Notwithstanding the grace periods provided under Section 3.3 and this Section 2.4, to the extent that Landlord is obligated to pay a late charge or default interest under the Prime Lease due to a late payment by Tenant, Tenant shall be obligated to reimburse Landlord on demand for such charges (together with interest at the Default Rate from the date of demand) and the same shall be deemed Additional Rent. For purposes of this Lease, the term "Default Rate" shall mean interest at the rate of ten percent (10%) per annum; provided, however, if such rate of interest shall exceed the maximum non-usurious rate of interest then permitted by applicable Laws, the Default Rate shall be automatically reduced to a rate of interest which is equal to the maximum non-usurious rate of interest then permitted by applicable Laws.

2.5. Mode of Payment. Tenant shall pay Basic Rent and Additional Rent to Landlord in lawful money of the United States of America at the following address ("Landlord's Address"):

Arsev , Inc.
c/o Ara Sevacherian
P.O. Box 309
Montebello, CA 90640

or to such other individual, partnership, limited liability company, association, corporation or other entity (each, a "Person"), or at such other place, as Landlord may from time to time designate by written notice to Tenant.

Notwithstanding anything to the contrary herein, by the Effective Date the parties will have entered into a rent escrow arrangement with Wilshire Escrow ("Rent Escrow") which will, among other matters, provide that Tenant will pay Basic Rent to Wilshire Escrow, which will in turn pay the rent owed by Landlord under the Prime Lease to the Redevelopment Agency of the City of Montebello and pay the balance of the Basic Rent to Landlord. During the term of the Rent Escrow, Basic Rent will be paid by Tenant pursuant to the provisions of the Rent Escrow.

3. PRIME LEASE.

3.1. Performance of Covenants. In addition to its obligations under this Lease, Tenant shall at its sole cost, promptly perform and observe all the duties and obligations of Landlord, as tenant under the Prime Lease (collectively, the "Covenants") as fully as if it were the tenant under the Prime Lease irrespective of whether such obligations are more stringent than those herein imposed upon Tenant; and Tenant shall not do or cause to be done, nor omit to be done, any act or thing whereby a "default" shall occur under the Prime Lease, or which would, after the giving of notice or a lapse of time, or both, constitute a "default" under the Prime Lease. Without limiting the foregoing, Tenant hereby expressly agrees that Tenant has assumed the responsibility for compliance with all existing and future "Laws" (as hereinafter defined) which affect the use, occupancy and enjoyment of the Premises, regardless of when such Laws became effective, the fact that the burden of compliance is disproportionate to the Rent payable hereunder, or that the value or benefit of compliance will extend beyond the Term of this Lease.

3.2. No Rights Under Prime Lease. Nothing contained in this Lease shall be construed as granting to Tenant any rights or privileges under the Prime Lease; all of Tenant's rights and privileges are as specified herein.

3.3. Grace Periods. In any case where a period of grace is granted to Landlord as tenant under the Prime Lease with respect to the performance or observance of any Covenant, an "Event of Default" (as hereinafter defined) shall be deemed to have occurred under this Lease if Tenant shall not have performed or observed such Covenant within one-half the grace period allowed under the Prime Lease; and in any case where no grace period is granted under the Prime Lease for the performance or observance of any Covenant, Tenant shall perform or observe such Covenant not less than five (5) days prior to the date when such Covenant is to be performed pursuant to the Prime Lease.

3.4. No Warranties. Landlord does not make, and hereby expressly disclaims, any representations or warranties of the Prime Landlord under the Prime Lease and does not undertake to perform or observe any of the obligations of Prime Landlord to be performed or observed under the Prime Lease.

3.5 Landlord's Rights and Remedies. Landlord shall have under this Lease, as against Tenant, all rights and remedies that Prime Landlord has against Landlord as tenant under the Prime Lease, including: (a) all rights of Prime Landlord set forth in the Prime Lease to approve or consent to actions by Landlord, as tenant; (b) the right of Prime Landlord to exercise all remedies set forth in the Prime Lease for breach by Landlord, as tenant, of any of the terms thereof; (c) the right to be named as an insured or additional insured on any policy of insurance required under the Prime Lease; (d) all rights to indemnification binding Landlord, as tenant, under the Prime Lease; (e) the benefit of all waivers of rights or claims binding Landlord, as tenant, under the Prime Lease; (f) all rights to receive certifications or assurances binding Landlord, as tenant, under the Prime Lease; and (g) all rights provided Prime Landlord to receive from Landlord, as tenant under the Prime Lease, security against any liens, claims, actions, or liabilities.

4. ALTERATIONS AND TENANT EQUIPMENT.

4.1. Alterations. Except for the obligations of maintenance and repair set forth in the Prime Lease, Tenant shall make no changes, additions, alterations or improvements of any nature whatsoever in or to any of the Premises (collectively, "Alterations"), without Landlord's prior written consent (which shall not be unreasonably withheld, but which may be conditioned upon Tenant's receipt of the written consent of Prime Landlord), and if required under the Prime Lease, the prior written consent of Prime Landlord, and shall not demolish or destroy any of the Premises. Landlord shall be deemed to have consented to any Alteration if Landlord shall fail to disapprove thereof in writing on or before thirty (30) days after the later of: (a) delivery of Tenant's written request for approval of such Alteration, or (b) delivery of all documents and information reasonably requested by Landlord in connection with the matter for which Landlord's consent has been solicited. All Alterations made by Tenant shall revert to the Landlord upon the expiration or earlier termination of this Lease. Any Alterations made by Tenant without Landlord's consent shall be removed by Tenant upon notice by Landlord to Tenant.

4.2. Tenant Equipment and Permitted Alterations. Subject to the provisions of the Prime Lease, Tenant, at its sole cost, may install and remove trade fixtures and equipment (collectively, "Tenant Equipment"). Such installation and removal, and the making of any permitted Alterations, shall be subject to the applicable provisions of the Prime Lease, and for such purposes, Tenant shall have the obligations to Landlord hereunder that Landlord has to Prime Landlord under the Prime Lease. Tenant shall not nse, install or operate any underground storage tank or underground hydraulic lift or associated reservoir at or on the Premises.

4.3. Signage. Tenant shall neither erect nor modify any sign on the Premises without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion and, if required under the Prime Lease, the prior written consent of Prime Landlord; *provided however* Landlord hereby prospectively consents to any signage erected by Tenant which is leased by Tenant from, and erected in full compliance with the requirements of, GM-DI Leasing Corporation, and for which any required consent of Prime Landlord has been obtained by Tenant.

5. USE AND OCCUPANCY.

5.1. Use. Tenant shall, at all times during the Term, actively and continuously conduct "Dealership Operations" (as defined in the "Dealer Agreements" (as hereinafter defined) on the Premises for the sale and service of Chevrolet motor vehicles (the "Existing Model Line"), in accordance with terms of the Dealer Sales and Service Agreement (as the same may be amended, modified, extended renewed or replaced, the "Dealer Agreement") by and between Tenant and the applicable division of General Motors Company for the Existing Model Line, or for any other new motor vehicle dealer business in which the owners of Tenant have a controlling interest. During the Term, in the absence of written consent of Landlord, the Premises may not be used for any purpose other than Dealership Operations for the Existing Model Line (including the sale, display, storage and/or service of motor vehicles not covered by the Dealer Agreement, other than is specifically contemplated by the term Dealership Operations in the Dealer Agreement), or for any other new motor vehicle dealer business in which the owners of Tenant have a controlling interest.

5.2. Compliance. Tenant shall comply with all Laws applicable to Tenant's use and occupancy of the Premises and shall keep and maintain the Premises in compliance with all Permitted Exceptions and applicable Laws, including, Subchapter III of the Americans With Disabilities Act (42 U.S.C. §§12101 et seq.) and all regulations promulgated pursuant thereto. "Laws" means any and all present or future federal, state or local laws (including common law), statutes, ordinances, rules, regulations, orders, decrees or requirements of any and all governmental or quasi-governmental authorities having jurisdiction. Tenant's obligations hereunder shall include the making at Tenant's sole cost and expense of all Alterations required to be made to the Premises as a result of a change in applicable Laws during the Term, regardless of whether: (i) such Alterations or change in applicable Laws was contemplated by Landlord and Tenant; (ii) the cost of making such Alterations is disproportionate to the Rent payable by Tenant hereunder; and (iii) the benefit of such Alterations will extend beyond the expiration of the Term; as Landlord and Tenant intend that the burden of compliance with applicable Laws throughout the Term be borne solely by Tenant.

5.3. Environmental Matters. Tenant shall not cause, permit or permit any "Hazardous Substance" (as hereinafter defined) to be brought upon, kept, used, or released in or about the Premises in violation of any "Environmental Laws" (as hereinafter defined). If (a) Tenant breaches the obligations stated in the preceding sentence, or (b) if the presence of any Hazardous Substance on the Premises from whatever cause or nature, including actions of third parties taken with or without the permission or knowledge of Tenant, results in contamination of any of the Premises, in violation of any Environmental Laws, or (c) if contamination of the Premises by any Hazardous Substance otherwise occurs in violation of any Environmental Laws, then Tenant shall indemnify, protect, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses (including diminution in value of the Premises, damages for the loss or restriction on use of the Premises, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees and expert fees) that arise

during or after the Term as a result thereof. The foregoing indemnification by Tenant includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, State, or local governmental agency or political subdivision because of any Hazardous Substance present in violation of any Environmental Laws in or about the Premises, or the soil or ground water on or under the Land. Without limiting the foregoing, if the presence of any Hazardous Substance on or about the Premises caused, permitted or allowed by Tenant results in any contamination of any portion thereof in violation of any Environmental Laws, Tenant shall promptly take all actions at its sole cost as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Substance, subject to obtaining Landlord's prior written consent to the actions to be taken by Tenant. Landlord may require its prior written consent to the selection of the contractors and other experts involved in the inspection, testing and removal or abatement activities, the scope of activities to be performed, the manner and method for performance of such activities, and such other matters as may be required or requested by Landlord for the continued use of the Premises and the safety of the Premises and all occupants thereof. Tenant shall provide Landlord with such documentation and information requested by Landlord with respect to any inspection, testing, remediation, removal, abatement, or other activities undertaken by or on behalf of Tenant under this Section 5.3. The obligations and liabilities of Tenant in this Section 5.3 shall survive expiration or earlier termination of this Lease. Furthermore, if any such activities extend beyond the Term, Tenant shall pay to Landlord Rent for the Premises during such period in an amount equal to the amount which could have been received by Landlord for the use of the Premises during such period in the absence of contamination by such Hazardons Substance. Prime Landlord shall be an intended third-party beneficiary of the provisions of this Section 5.3. In addition to the foregoing, Tenant shall comply strictly with the provisions of Section 4.5 of the Prime Lease in respect of any "Hazardous Materials" (within the meaning of the Prime Lease) which may be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees.

(a) Environmental Laws. "Environmental Laws" means all federal, State and local laws, whether common laws, court or administrative decisions, statutes, rules, regulations, ordinances, court orders and decrees, and administrative orders and all administrative policies and guidelines concerning action levels of a governmental authority (federal, State or local) now or hereafter in effect relating to the environment, public health, occupational safety, industrial hygiene, any Hazardous Substance (including, without limitation, the disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment or use thereof), or the environmental conditions on, under or about the Premises, as amended and as in effect from time to time (including, without limitation, the following statutes and all regulations thereunder as amended and in effect from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. §§ 11001, et seq.; the Clean Air Act, 42 U.S.C.. §§ 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 3OO(f),et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 6901, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C.. §§ 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; and the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq.; and any successor statutes and regulations to the foregoing).

(b) Hazardous Substances. "Hazardous Substances" means (i) all chemicals, materials and substances defined as or included in the definition of "hazardous snbstances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous

wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar import, under any applicable Environmental Law; and (ii) all other chemicals, materials and substances, exposure to which is prohibited, limited or regulated by any governmental authority, including, without limitation, asbestos and asbestos-containing materials in any form, lead-based paint, radioactive materials, polychlorinated biphenyls ("PCB's"), and substances and compounds containing PCB's. Hazardous Substances shall also include all "Hazardous Materials" within the meaning of the Prime Lease.

5.4. Environmental Site Assessment. During each 60 month term of this Lease, Landlord may, at its option, perform one Phase I preliminary environmental site assessment of the Premises upon 20 days prior notice to Tenant to evaluate Tenant's compliance with the terms of this Lease and applicable Laws. Landlord shall chose the consultant and contract for all work related to and necessary to complete same. In the event the Phase I discloses a material breach of this Lease or applicable Laws, Tenant shall: (i) reimburse Landlord for the cost of the Phase I report, and (ii) promptly remediate same. In the event any Report of Release is required as set out in section 5.7, then notwithstanding the limitation on Phase I testing set forth in the first sentence hereof, Landlord may, at its option, conduct a Phase I assessment as set forth above and Tenant shall reimburse Landlord for the cost thereof if a material breach of this Lease is disclosed in the report. In the event that any Phase I report: (iii) indicates the likely presence of a material violation of Laws which (iv) is the subject of a recognized environmental condition, Landlord may, at his option, undertake a Phase II environmental assessment. If any such Phase II assessment discloses a material violation of the Laws which is not a preexisting environmental condition as set out in section 5.8 hereof, Tenant shall: (v) reimburse Landlord for the cost of the Phase II report, and (vi) promptly remediate same. The obligations and liabilities of Tenant in this Section 5.4 shall survive the expiration or earlier termination of this Lease.

5.5. Notice of Environmental Actions. Tenant shall promptly notify Landlord of any (a) enforcement, clean-up, removal or other governmental or regulatory action concerning the Premises instituted, completed or threatened pursuant to any Environmental Law; (b) any claim made or threatened by any Person against Landlord and/or Tenant, or the Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Substances; (c) reports made to any environmental agency arising out of or in connection with any Hazardous Substance in, on or about the Premises or with respect to any Hazardous Substance in, on or about the Premises or with respect to any Hazardous Substance removed from the Premises including any complaints, notices, warnings, reports or asserted violations in connection therewith; and (d) Hazardous Substance that Tenant knows has been, or will come to be, released or located within, under or about the Premises.

5.6. Inspection. During each 60 month term of this Lease, Landlord may, at its sole option, perform an inspection ("Inspection") of the Premises to evaluate Tenant's compliance with the terms of this Lease and applicable Laws. Without limiting the generality of the foregoing, the Inspection may include: (a) inspection of the structural and non-structural components of the Improvements, including the roof and exterior walls, to determine areas or locations of excessive wear or deterioration in the materials, insulation, joints, flashings, mastics, caulkings, sealers, fasteners and wall systems; and (b) inspection and testing of fire protection, smoke detection, gas detection, smoke, exhaust, emergency lighting, and other extinguishing systems and equipment, and all elevators and escalators on or in the Premises. Landlord may, at its sole option, hire any consultants, engineers or other professionals, reasonably necessary or desirable, in Landlord's sole opinion, to complete the Inspection. If any Inspection identifies a material breach of Tenant's obligations herein or discloses a material violation of the Laws, Tenant shall promptly pay to Landlord the cost of the inspections and, at its sole cost, take all necessary steps in accordance

with this Lease to remedy such breach of any such obligation or such violation. In addition, Tenant hereby acknowledges the inspection rights of Prime Landlord under the Prime Lease, including, without limitation, the inspection rights under Section 9.7 of the Prime Lease and agrees to comply fully therewith.

5.7. **Report of Release.** Tenant hereby acknowledges that Tenant is aware of the requirements of California Health and Safety Code Section 25359.7 which requires any lessee of real property who knows or has reasonable cause to believe that any release of a hazardous substance has come or will come to be located on or beneath that real property shall, within a reasonable period of time, either prior to the release or following discovery by such lessee of the presence or believed presence of the hazardous substance release, give written notice of that condition to the owner or lessor of the real property. Landlord and Tenant hereby agree that for purposes of Tenant's compliance with such statute, a "reasonable period of time" shall be six (6) business days.

5.8 **Environmental Assessment and Release.** Within 30 days after termination of the Lease, Landlord will obtain and provide to Tenant a written environmental assessment of the Premises. If the Environmental Assessment shows that Tenant has not violated any of its environmental obligations herein, then Tenant is released from any future environmental claims by Landlord against Tenant.

5.8 **Pre-Existing Hazardous Materials.** Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no obligation to indemnify, defend, or hold Landlord, its agents or contractors harmless from claims for violations of Environmental Laws which arise from Hazardous Materials which are (a) present on the Premises prior to the Lease Term, or (b) bronght upon, kept or used in or about the Premises by Landlord, its agents, employees, contractors, or invitees. Landlord shall protect, indemnify, defend and hold Tenant harmless from any such claims of violations of Environmental Laws.

6. **INSURANCE.**

6.1 **Maintenance of Policies.** Tenant shall obtain and maintain all of the insurance required to be obtained and maintained by Landlord under the Prime Lease, in coverage amounts and with minimum limits on liability not less than those provided for in the Prime Lease. All rights and benefits with respect to insurance coverage, which are specified for the "Landlord" in the Prime Lease, shall apply to and inure to the benefit of both Landlord and Prime Landlord. Tenant shall have no right to self-insure any of the risks or coverage described in the Prime Lease.

6.2 **Insurance Providers.** The insurance required by Section 6.1 shall be written by companies, which comply with the provisions of Section 10.3 of the Prime Lease. The insurance policies (a) shall be for such terms as Landlord may reasonably approve, (b) shall be in amounts sufficient at all times to satisfy any coinsurance requirements thereof and (c) shall name Prime Landlord, Landlord and Tenant as insured parties, as their respective interests may appear, and (d) shall name Landlord as the sole loss payee on all policies of casualty insurance. If any such insurance shall expire, be withdrawn, become void, void able or unreliable for any reason, including a breach of any condition thereof by Tenant or the failure or impairment of the capital of any insurer, or if for any other reason whatsoever such insurance shall become reasonably unsatisfactory to Landlord, Tenant shall immediately obtain new or additional insurance reasonably satisfactory to Landlord.

6.3 **Premiums.** Tenant shall pay as they become due all premiums for the insurance required by Section 6.1, shall renew or replace each policy and deliver to Landlord evidence of the payment of the full premium therefore or installment then due at least thirty (30) days prior to the expiration date of such policy, and shall promptly deliver to Landlord certificates evidencing the existence of all policies, together with copies thereof.

6.4 **Insurable Value.** Tenant shall have the replacement cost and insurable value of the improvements constructed on the Premises and Tenant Equipment determined from time to time as required by the replacement cost and agreed amount endorsements and shall deliver to Landlord the new replacement cost and agreed amount endorsement or certificate evidencing such endorsement promptly upon Tenant's receipt thereof.

6.5 **Compliance with Policy Terms.** Tenant shall promptly comply with and conform to (a) all provisions of each insurance policy required by this Section 6 and (b) all requirements of the insurers thereunder.

6.6 **No Additional Policies.** Neither Landlord nor Tenant shall carry separate insurance concurrent in form or contributing, in the event of a "Casualty" (as hereinafter defined) or in the event of injury to or death of any person, with that required in this Section 6 unless (a) Landlord or Tenant, as the case may be, is included therein as a named insured, with loss payable as provided herein, and (b) such separate insurance complies with the other provisions of this Section 6. Landlord and Tenant each shall immediately notify the other party of such separate insurance and shall deliver to the other party the original certificates and copies of the policies therefore.

6.7 **Waivers.** All policies shall contain full waivers of subrogation against Landlord.

7. **TAXES AND UTILITIES.**

7.1. **Payment of Taxes.** During the Term, within thirty (30) days of Tenant's receipt of an invoice therefore, Tenant shall pay to Landlord, if any, all real and personal property taxes, assessments, special assessments and charges levied upon or with respect to the Premises, the Tenant Equipment, or the personal property used in operating the Premises, and all taxes, levies and charges which may be assessed, levied or imposed in replacement of all or any part of real and personal property taxes, assessments, or special assessments as revenue sources, and which in whole or in part are measured or calculated by or based upon the Premises, the leasehold estate of Landlord or Tenant, the rents and other charges payable by Tenant, or the Tenant Equipment or personal property used in operating the Premises (the "Taxes"). In no event, however, shall Tenant be required to pay any franchise, income, inheritance, estate, succession, transfer or gift taxes that are or may be imposed upon Prime Landlord, or its successors or assigns.

7.2. **Prorating at Commencement and End of Term.** If the commencement or end of the Term does not coincide with the commencement or end of a twelve (12) month period for which Taxes are assessed (a "Tax Year"), Taxes for the Tax Year in which the Term commences or ends shall be prorated between Landlord and Tenant, based on the most recent levy and most recent assessment. Such prorating shall be subsequently adjusted when the actual bills for Taxes become available. The covenants set forth in this Section 7.2 shall survive the termination of this Lease.

7.3. **Special Assessments.** Tenant shall pay all special assessments and other like impositions levied or imposed for improvements installed and assessed either prior to or during the Term; provided, however, that Tenant shall only be required to pay those installments of any such assessments or impositions that become due and payable during the Term. If the Term commences or expires on other than the first or last days, respectively, of a twelve (12) month period for which such assessments and other impositions are payable, such assessments and other impositions shall be prorated between Landlord and Tenant. During the Term, Landlord shall not agree voluntarily to the imposition of any special assessment or other imposition levied against the Premises, unless Landlord shall have first received Tenant's writ.

7.4. **Furnishing of Utilities.** Tenant shall arrange and pay for the furnishing gas, water, sewer, drainage, electrical and telephone, and all refuge collection, all other utilities and services as may be required by Tenant in the use of the Premises, including the placement in connection of any necessary utility meters. Tenant shall directly pay for such services, in the inability of Tenant to obtain and continue to receive such services for any reason shall not relieve Tenant of any of its obligations under this Lease.

8. WAIVERS AND INDEMNITIES.

8.1. **Tenant's Waiver and Indemnification.** Tenant hereby waives all claims against Landlord for damages to any property or injury to or death of any person in, upon or about the Premises arising at any time and from any cause other than solely by reason of the sole, active, willful misconduct of Landlord, and Tenant shall indemnify, defend and hold Landlord, its officers, directors, shareholders, agents, and employees ("Landlord Indemnitees") harmless from and against any loss, damage, claim, liability, and cost (including reasonable attorneys' fees) arising from (a) any default, breach or violation by Tenant under this Lease, or (b) any damage to any property or injury to or death of any person arising from the use of the Premises by Tenant, except such as is caused by the sole, active, willful misconduct of Landlord. If Landlord recovers under the liability insurance carried pursuant to the requirements of this Lease, Tenant is hereby released from this indemnification with respect to such party to the extent of such proceeds.

8.2. **Landlord's Waiver and Indemnification.** Landlord hereby waives all claims against Tenant for damages to any property or injury to or death of any person in, upon or about the Premises arising at any time by reason of the sole, active, willful misconduct of Landlord, its employees or contractors, and Landlord shall indemnify, defend and hold Tenant, its officers, directors, shareholders, agents, and employees ("Landlord Indemnitees") harmless from and against any loss, damage, claim, liability, and cost (including reasonable attorneys' fees) arising from (a) any default, breach or violation by Landlord under this Lease, or (b) the sole, active, willful misconduct of Landlord. If Tenant recovers under the liability insurance carried pursuant to the requirements of this Lease, Landlord is hereby released from this indemnification with respect to such party to the extent of such proceeds.

8.3 **Survival.** The provisions of this Section 8 shall survive the expiration or earlier termination of this Lease.

9. DAMAGE OR DESTRUCTION.

9.1. **Effect of Damage or Destruction.** Except as expressly provided herein, neither this Lease nor the Rent payable by Tenant hereunder will be affected by any loss of or damage to any property included within or related to the Premises (a "Casualty"). Upon the occurrence of any Casualty, Tenant shall repair and restore the Premises upon agreement by the Prime Landlord

to pay the costs of repair to the extent of insurance proceeds received or to be received by the Prime Landlord.

9.2. Notice of Casualty. If any Casualty occurs, Tenant shall give Landlord immediate notice thereof.

9.3. Settlement. Prime Landlord shall have the right to adjust, collect and compromise all claims under any casualty insurance policies required by this Lease and the Prime Lease and execute and deliver all necessary proofs of loss, receipts, vouchers, and releases required by the insurers. Each insurer is hereby authorized and directed to make payment under such policies directly to Prime Landlord, and Tenant and Landlord hereby appoint Prime Landlord as their attorney-in-fact to endorse any draft therefor.

9.4. Waiver of Statutes. Landlord and Tenant hereby agree that the terms of this Lease shall govern the effects of any damage to or destruction of the Premises with respect to the termination of this Lease and hereby waive the provisions and benefits, if any, of any present or future statute to the extent such statute is inconsistent with the terms of this Lease pertaining to the effects of damage to or destruction of the Premises. Without limiting the generality of the foregoing, Tenant hereby expressly waives the provisions of California Civil Code Sections 1932(2) and 1933(4).

10. CONDEMNATION.

10.1. Notice. If either Landlord or Tenant learns that any of the Premises has been or is proposed to be subjected to a "Taking" (as hereinafter defined), such party shall immediately notify the other of such Taking. "Taking" means the taking of any of the Premises as a result of the exercise of the power of eminent domain or condemnation for public or quasi-public use or the sale or conveyance of any of the Premises under the threat of condemnation.

10.2. Entire Premises. In the event of a Taking of the entire Premises, this Lease shall terminate and expire as of the date possession is delivered to the condemning authority. Rent for the last month of Tenant's occupancy shall be prorated and Landlord shall refund to Tenant any Rent paid in advance.

10.3. Partial Taking. In the case of any partial Taking so that the Premises are unsuitable for the conduct of Tenant's Business, then Tenant may terminate this Lease as of the date Tenant is required to vacate a portion of the Premises by giving Landlord Notice of the termination within 30 days after Tenant receives notice of the Taking. In case of any partial Taking of the Premises for which Tenant is not entitled to terminate the Lease or elects not to terminate, the Rent payable under this Lease shall as of the date of the Taking, be reduced in the same proportion that the value of the Premises taken by eminent domain bears to the full value of the Premises at that time. In the event of a partial Taking in which the Lease does not terminate, all compensation and damages payable for that Taking shall be made available to and used, to the extent reasonably needed, by Tenant to repair or replace any parking areas or improvements taken with other new parking areas or improvements on the portion of the Premises not taken, provided that replacement is then permitted by existing law. The remainder of any award in the event of a partially taking shall be paid according to paragraph 10.4.

10.4. Rent Reduction. If Tenant elects not to terminate this Lease after a partial Taking (or have no right to so terminate) then as soon as reasonably possible the award shall be used to restore improvements located on the remaining Premises to a complete unit of like quality and character as existed prior to the Taking or partial Taking and, thereafter, Basic Rent shall be reduced on an equitable basis, taking into account the relative value of the portion of the Premises taken as compared to the portion remaining.

10.5. Awards. Landlord shall be entitled to receive, and Tenant assigns to Landlord, the total award, compensation, damages or consideration paid or payable as a result of or in connection with any Taking (such total, an "Award"); provided that Landlord assigns to Tenant, all of Landlord's right, title, and interest in any portion of such Award that is attributable to the goodwill of Tenant's business, the value of any Tenant Equipment, or to moving expenses, business relocation expenses or damages to Tenant's business incurred as a result of such Taking.

10.6. Waiver of Statute. Landlord and Tenant hereby agree that the terms of this Lease shall govern the effects of any Taking with respect to the termination of this Lease and hereby waive the provisions and benefits, if any, of any present or future statute to the extent such statute is inconsistent with the terms of this Lease pertaining to the effects of a Taking. Without limiting the generality of the foregoing, Tenant hereby expressly waives the provisions of California Code of Civil Procedure 1265.130.

11. ASSIGNMENT, SUBLETTING AND FINANCING.

11.1. Assignment and Subletting. Tenant shall not sell, assign or transfer this Lease or any interest herein, sublet or permit the occupancy or use by others of the Premises or any part thereof, or allow any transfer hereof by operation of law or otherwise (collectively, a "Subtenant Transfer") without the Landlord's consent which shall not be unreasonably withheld, and without the Prime Landlord's consent.

11.2. Tenant Liability. If Tenant should be permitted by Landlord and Prime Landlord to assign this Lease or sublet the Premises or any part thereof, Tenant shall be responsible for all actions and neglect of the assignee or subtenant and its officers, partners, employees, agents, guests and invitees. Nothing contained in this Section 11.2 shall be construed as a waiver of or limitation on the absolute prohibition against Subtenant Transfers set forth in Section 11.1.

11.3 No Release. Any consent which may be given by Landlord to any Subtenant Transfer (although it is understood and agreed that Landlord shall be under no obligation to consider any proposed Subtenant Transfer) shall not be construed as a waiver or release of Tenant from liability for the performance of all covenants and obligations to be performed by Tenant under this Lease, and Tenant shall remain liable therefore; nor shall the collection or acceptance of Rent from any assignee, subtenant or occupant constitute a waiver or release of Tenant from any of its obligations or liabilities under this Lease. Any such consent given by Landlord pursuant to this Section 11 shall not be construed as eliminating, waiving or amending the absolute prohibition against Subtenant Transfers which is set forth in Section 11.1.

11.4. Equity Transfers. If Tenant is a partnership, limited liability company, or unincorporated association, a withdrawal or change, whether voluntary, involuntary or by operation of law or in one or more transactions, of partners, members, or equity holders owning a controlling interest in Tenant shall be deemed a voluntary assignment of this Lease and subject to

the provisions of this Section 11. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale, transfer or redemption of a controlling interest of the capital stock of Tenant in one or more transactions shall be deemed a voluntary assignment of this Lease and subject to the provisions of this Section 11. Neither this Lease nor any interest therein nor any estate created thereby shall pass by operation of law or otherwise to any trustee, custodian or receiver in bankruptcy of Tenant or any assignee for the assignment of the benefit of creditors of Tenant. Any event which is deemed to constitute an assignment under Section 8 of the Prime Lease, as amended by the First Amendment, shall be deemed conclusively to constitute a Subtenant Transfer hereunder.

11.5. Financing. Tenant shall not, without Landlord's prior written consent, which consent may be granted or withheld in Landlord' s sole discretion, and the prior written consent of Prime Landlord, if required under the Prime Lease, execute or deliver any mortgage, deed of trust, assignment of rents, assignment of leases, security agreement or other hypothecating instrument encumbering Tenant's interest under this Lease, the leasehold estate in the Premises created hereby, or the Land, Improvements or other property constituting any of the Premises (a "Leasehold Mortgage").

12. END OF TERM.

12.1. Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in the same condition in which the Premises were at the commencement of this Lease, except as repaired, rebuilt, restored, altered, replaced or added to as permitted or required by any provision of this Lease, and except for ordinary wear and tear, and otherwise in compliance with the provisions of Section 13 of the Prime Lease. Upon the expiration or earlier termination of this Lease, Tenant shall (a) remove from the Premises all property which is owned by Tenant or parties other than Landlord and (b) repair any damage caused by such removal. Property not so removed shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises. Tenant shall pay to Landlord on demand the cost of removing and disposing of such property and repairing any damage to any of the Premises caused by such removal (together with interest at the Default Rate from the date of demand). The covenants set forth in this Section 12.1 shall survive the expiration or termination of the Term.

12.2 Holding Over. Tenant shall have no right to hold over following the expiration of the Term of this Lease.

13. DEFAULTS AND REMEDIES.

13.1 Defaults by Tenant. Each of the following events shall constitute an "Event of Default" under this Lease:

(a) Failure to Pay Rent. Tenant fails to pay any Rent payable by Tenant under the provisions of this Lease.

(b) Failure to Perform Other Obligations. Tenant breaches or violates any provision of this Lease applicable to Tenant other than a covenant to pay Rent, and such breach or violation continues for a period of fifteen (15) days after notice thereof from Landlord to Tenant; or, if such breach or violation cannot be reasonably cured within such fifteen (15)-day period, Tenant does not commence to cure such breach or violation within such fifteen (15)-day period or does not thereafter pursue such cure in good faith to completion. Notwithstanding the foregoing

to the contrary, the terms of this Section 13.1 (b) shall not apply with respect to any breach or violation for which a cure period is specifically set forth in this Lease or for which an Event of Default is otherwise provided under Section 13.

(c) Execution and Attachment Against Tenant. Any of Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of law directed against Tenant, or is subject to any attachment by any creditor or claimant against Tenant and such attachment is not discharged or disposed of within fifteen (15) days after levy.

(d) Bankruptcy or Related Proceedings. Tenant files a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency Laws, or voluntarily takes advantage of any such Laws by answer or otherwise, or dissolves or makes a general assignment for the benefit of creditors, or involuntary proceedings under any such Laws or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for the Premises or for all or substantially all of Tenant's property, and such involuntary proceedings are not dismissed or such receivership or trusteeship vacated within fifteen (15) days after such institution or appointment.

(e) Abandonment or Cessation of Operations. The Premises are vacated or abandoned or Tenant fails to conduct at the Premises customary Dealership Operations during customary business hours for any of Tenant's Existing Model Lines, or any other new motor vehicle dealer business in which the owners of Tenant have a controlling interest, for a period of at least (7) consecutive business days.

(f) Dissolution. Tenant is liquidated or dissolved or begins proceedings towards its liquidation or dissolution.

(g) Leasehold Mortgages. A failure by Tenant to perform or observe, or a violation or breach of, or a misrepresentation in, any provision of any Leasehold Mortgage or any other document between Tenant and the holder of the Leasehold Mortgage, if such failure, violation, breach or misrepresentation gives rise to a default beyond any applicable cure period.

(h) Licenses and Permits. A failure by Tenant to maintain in effect any material license or permit necessary for the use, occupancy or operation of the Premises in accordance with this Lease.

(i) Unpermitted Subtenant Transfer. Tenant breaches or violates any provision of Section 11 of this Lease.

(j) Use. Tenant breaches or violates of any provision of Section 5.1 of this Lease.

(k) Prime Lease. There occurs any default in any covenant or obligation set forth in the Prime Lease beyond one-half the grace period allowed under the Prime Lease for the performance or observance of such covenant or obligation.

13.2. Landlord's Remedies. If any Event of Default occurs, Landlord shall have the right, at Landlord's election, at any time, to exercise anyone or more of the remedies described below.

(a) Cure by Landlord. Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord deems necessary or desirable to cure any Event of

Default in such manner and to such extent as Landlord deems necessary or desirable, provided that, prior to making any such payment or taking any such action, Landlord notifies Tenant of Landlord's intention to do so and affords Tenant at least five (5) days in which to make such payment or take such action. Tenant shall pay Landlord, upon demand, all advances and costs of Landlord in connection with making any such payment or taking any such action, including reasonable attorneys' fees, together with interest at the Default Rate from the date of payment of any such advances and costs by Landlord.

(b) Termination of Lease and Damages. Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate (except for the obligations of Tenant which are expressly stated to survive such termination) and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of award of the unpaid Rent which had been earned at the time of termination; (ii) The worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) The worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves would be reasonably avoided; and (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (including necessary renovation and alteration of the Premises), reasonable attorneys' fees and that portion of the leasing commission, if any, paid by Landlord which is applicable to the unexpired portion of the Term. The "worth at the time of award" of the amounts referred to in clauses (i) and (ii) above shall be computed by allowing interest thereon at the Default Rate (or, if the Default Rate shall then exceed the maximum rate of interest permitted by law, the maximum rate of interest permitted by law). The "worth at the time of award" of the amount referred to in clause (iii) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award plus one percent (1.0 %). Nothing herein shall affect the right of Landlord to obtain indemnification from Tenant when required under this Lease. Efforts by Landlord to mitigate damages caused by an Event of Default shall not waive Landlord's right to recover damages under this section. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid Rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such Rent and/or damages. If a notice of default required by this Lease was not previously given by Landlord, a notice to pay rent or quit, or to perform or quit, as the case may be, given to Tenant under any statute pertaining to unlawful detainer shall also constitute the applicable notice of default for any grace period hereunder. In such case, the applicable grace period hereunder and under the unlawful detainer statute shall run concurrently after one such statutory notice, and the failure of Tenant to cure the Event of Default within the greater of the two grace periods shall constitute both an unlawful detainer and a breach of this Lease entitling Landlord to the remedies provided for in this Lease and/or by said statute.

(c) Continuation of Lease in Effect. Landlord shall have the remedy described in California Civil Code Section 1951.4, which permits Landlord to continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations.

(d) Remedies Not Exclusive. In lieu of or in addition to any of the foregoing remedies and damages, Landlord may exercise any remedies and collect any damages available to it at law or in equity. All remedies are cumulative and concurrent and no remedy is exclusive of any other remedy. Each remedy may be exercised at any time an Event of Default has occurred and is continuing and may be exercised from time to time. No remedy shall be exhausted by any exercise thereof.

(e) No Mitigation. Landlord shall not be required to mitigate any of its damages hereunder unless required to by applicable Law.

(f) No Waiver. No failure of Landlord (i) to insist at any time upon the strict performance of any provision of this Lease or (ii) to exercise any option, right, power or remedy contained in this Lease shall be construed as a waiver, modification or relinquishment thereof. A receipt by Landlord of any sum in satisfaction of any obligation with knowledge of the breach of any provision hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless expressed in a writing signed by Landlord.

(g) Recovery of Enforcement Costs. All costs, including reasonable attorney, accountant, expert witness, and paralegal fees and disbursements together with attorney fees and court cost incurred in and enforcing any judgment, incurred by Landlord in connection with the exercise of any permitted remedy for an Event of Default, or the enforcement of the provisions of this Lease, together with interest thereon at the Default Rate from the date incurred, shall be paid by Tenant to Landlord upon demand.

14. TERMINATION OF DEALER AGREEMENT.

14.1. Dealer Agreement. Tenant represents and warrants to Landlord that Tenant is, or that not later than the Effective Date Tenant shall be, the holder of the Dealer Agreement under which Tenant is or shall be established as an authorized dealer for the sale and service of Existing Model Line at the Premises.

14.2. Expiration or Termination. If, at any time during the Term, Tenant is not the Dealer under the Dealer Agreement or the Dealer Agreement terminates, (a) Tenant shall so notify Landlord in writing not later than three (3) days following the date on which Tenant ceases to be the Dealer under the Dealer Agreement.

15. RIGHT OF ENTRY.

15.1. Exercise of Remedies. Landlord and its authorized representatives shall have the right to enter the Premises at all times for the purpose of (a) exercising any right, power or remedy reserved to Landlord in this Lease, or (b) after not less than two (2) prior telephonic notice to Tenant, performing any obligation of Tenant with respect to which Tenant is in default under the Lease.

15.2. Inspection. Landlord and its authorized representatives shall have the right to enter the Premises, at all reasonable times during normal business hours, after not less than two (2) days' prior telephonic notice to Tenant for the purpose of (a) examining or inspecting the Premises or (b) showing the Premises to prospective tenants.

15.3. **Costs.** All payments made by Landlord and all costs (including reasonable fees and costs) incurred by Landlord in connection with the exercise of its rights under Section 15.1, together with interest at the Default Rate from the respective dates of Landlord's making of such payments or paying such costs and expenses, shall constitute Additional Rent and shall be payable to Landlord by Tenant on demand.

15.4. **No Eviction.** The exercise of any right reserved to Landlord or its authorized representatives in Section 15.1 or 15.2 shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Basic Rent or Additional Rent or relieve Tenant from any of its obligations under this Lease or impose any liability on Landlord or its authorized representatives by reason of inconvenience or annoyance to Tenant or injury to or interruption of Tenant's business or otherwise.

15.5. **No Interference.** In any case in which Landlord or its authorized representative enters the Premises for any of the purposes set forth in this Section 15, or Prime Landlord or its authorized representative enters the Premises in accordance with the provisions of the Prime Lease, Tenant shall not interfere, directly or in any manner or form with, the conduct of any work being performed by or for Landlord or Prime Landlord. Tenant hereby releases Landlord from any damages or claims of damages arising from any loss of business or from any increase in operating costs of Tenant's business, resulting directly or indirectly from the conduct of any such work, whether or not due to Landlord's negligence.

16. (Intentionally left blank)

17. **ESTOPPEL CERTIFICATES.** Tenant shall execute, acknowledge, and deliver to Landlord, upon Landlord's written request, a written statement that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect, certifying and stating, (a) the dates to which rent has been paid and (b) whether or not Landlord is in default under this Lease (and, if so, specifying the default). The statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Premises. A failure to deliver such a statement within 10 days after written request from Landlord shall be conclusive upon Tenant that (a) this Lease is in full force and effect without modification except as may be represented by Landlord, (b) there are no uncured defaults by Landlord under this Lease, and (c) any representation by Landlord with respect to the rent payments are true.

18. **RIGHT OF TENANT TO TERMINATE LEASE.** Notwithstanding anything to the contrary herein, Tenant will have the right to terminate this Lease upon the delivery of notice of termination to Landlord of 120 days advance notice if Tenant's Chevrolet dealer franchise terminates and there is no successor motor vehicle dealer in which the owners of Tenant have a controlling interest and which will occupy the Premises at the time of the termination of Tenant's Chevrolet dealership franchise, Tenant has ceased operations on the Premises by the date of termination, and has otherwise complied with all its obligations under this Lease applicable upon termination. Termination of the Lease under this section will not relieve Tenant of any of its obligations herein that survive termination of the Lease.

Tenant shall, at all times during the Term, actively and continuously conduct "Dealership Operations" (as defined in the "Dealer Agreements" (as hereinafter defined) on the Premises for the sale and service of Chevrolet motor vehicles (the "Existing Model Line"), in accordance with terms of the Dealer Sales and Service Agreement (as the same may be amended, modified, extended renewed or replaced, the "Dealer Agreement") by and between Tenant and the

applicable division of General Motors Company for the Existing Model Line, or for any other new motor vehicle dealer business in which the owners of Tenant have a controlling interest.

19. MISCELLANEOUS.

19.1. Construction. This Lease shall be construed as a whole in accordance with its fair meaning and shall be construed as if jointly drafted by both Landlord and Tenant. Captions are convenience only and shall not be used in construing meaning. As used in this Lease, the masculine, feminine or neuter gender, and the singular or plural, shall be deemed to include the other whenever the context or particular circumstances so indicate or require.

19.2. Brokers. Landlord and Tenant each hereby represent and warrant to the other that their sole contact with the other or with the Premises has been made without the assistance of any broker or other third party. Tenant shall indemnify, defend and hold harmless Landlord, and Landlord shall indemnify, defend and hold harmless Tenant from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including reasonable attorneys' fees) resulting from the breach by the indemnifying party of the representation and warranty set forth in the preceding sentence.

19.3. Performance by Landlord. Any act which Landlord is permitted to perform under this Lease may be performed at any time and from time to time by Landlord or any Person designated by Landlord. Each appointment of Landlord as attorney-in-fact for Tenant hereunder is irrevocable and coupled with an interest. Landlord shall have no obligation to perform any act required hereunder if an Event of Default has occurred and is then existing.

19.4. Integration and Interpretation. This Lease and any documents which may be executed by Tenant on or about the Effective Date hereof at Landlord's request constitute the entire agreement between the parties and supersede all prior understandings and agreements, whether written or oral, between the parties relating to the Premises and the transactions provided for herein. Landlord and Tenant are business entities having substantial experience with the subject matter of this Lease and have each fully participated in the negotiation and drafting of this Lease. Accordingly, this Lease shall be construed without regard to the rule providing that ambiguities in a document are to be construed against the drafter. All covenants and agreements of Tenant contained herein are intended to be conditions to this Lease and the leasehold estate created hereby.

19.5. Notices. (a) Every notice, demand, consent, approval, or request (collectively, Notice) required or permitted under this Agreement or by law to be given by any party to the other must be in writing. Notices will be deemed to have been sufficiently given:

(i) When personally delivered to the recipient;

(ii) On receipt when mailed by United States certified mail to the recipient with postage prepaid, return receipt requested, if receipt is confirmed by a return receipt;

(iii) On receipt when delivered by a reputable overnight courier service to the recipient with charges prepaid or charged to the sender's account, if delivery is confirmed by the courier service;

(iv) On receipt when delivered by facsimile to the recipient provided that the sender (A) promptly transmits a duplicate copy of the Notice to the recipient in the manner set forth in either (i), (ii), or (iii) in this section; and (B) receives written confirmation from the sender's facsimile device that the Notice was successfully transmitted to the recipient; or

(v) On receipt when delivered by e-mail transmission to the recipient, provided that the sender (A) promptly transmits a duplicate copy of the Notice to the recipient in the manner set forth in either (i), (ii), or (iii) in this section; and (B) receives written confirmation from the recipient that the Notice was successfully received by the recipient.

(vi) When delivered to the recipient in any manner if the recipient signs and delivers a written acknowledgement of receipt to the sender.

Any Notice given by facsimile or e-mail transmission otherwise transmitted in accordance with this section will be deemed to have been received on the next business day if it is received on a day other than a business day or after 5 p.m. (recipient's time) on a business day.

(b) Any correctly addressed Notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified will be deemed to have been given as of the first day that the Notice was refused, unclaimed, or considered undeliverable by the applicable messenger or courier, postal authority, or overnight courier service.

(c) The addresses, facsimile numbers, and e-mail addresses to which Notices will be transmitted are set forth below. Any party may from time to time, and pursuant to a notice to the other party delivered in accordance with this section, change its address, facsimile number, or e-mail addresses to which Notices will be transmitted. Copies of any Notice will be sent concurrently to the addresses, facsimile numbers, and e-mail addresses set forth below, if any, that are designated for service of copies of Notices, but copies of Notices shall not be deemed notice and failure to send a copy will not invalidate proper notice given to a party.

Notice shall be given as follows:

If to Landlord:	Ara Sevacherian Arsev, Inc. P.O. Box 309 Montebello, CA 90640 Fax: 562.902.3948 Email: arasev@gmail.com
With a copy to:	Joseph E. Berberich Manning, Leaver, Bruder & Berberich 5750 Wilshire Blvd., Suite 655 Los Angeles, CA 90036 Fax: 323.937.6727 Email: jberberich@manningleaver.com
If to Tenant:	Christian D. Teague Montebello Auto Group 310 W. Whittier Blvd. Montebello, CA 90640 Fax: 323.721.2356 Email: montebelloautogroup@gmail.com
With a copy to:	James P. Barone, Esq. Feruzzo & Feruzzo, LLP 3737 Birch St. Newport Beach, CA 92660 Fax: 949.608.6988 Email: jbarone@feruzzo.com

19.6. Survival. All of Tenant's obligations established by and arising under this Lease shall survive the termination of this Lease.

19.7. Binding Effect. Each of the provisions of this Lease shall extend to, bind or inure to the benefit of, as the case may be, Landlord and Tenant, and their respective successors and assigns, provided this clause shall not permit any Subtenant Transfer contrary to the provisions of Section 11.

19.8. Modification. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by such party.

19.9. No Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

19.10. Short Form Lease. If permitted by the Prime Lease, upon the request of either party, Landlord and Tenant shall cause to be prepared and will execute, acknowledge and deliver a short form memorandum of this Lease in recordable form which either party may record in the appropriate real property records for the Premises to evidence and represent the provisions of this Lease. Upon the termination of this Lease, Landlord and Tenant shall immediately cause to be prepared and shall execute, acknowledge and deliver a termination of such short form memorandum in recordable form which shall be recorded in such real property records. The covenants set forth in this Section 19.10 shall survive the expiration or any earlier termination of the Term.

19.11. Severability. If any provision of this Lease is deemed or held to be illegal, invalid or unenforceable, this Lease shall be considered divisible and inoperative as to such provision to the extent it is deemed to be illegal, invalid or unenforceable, and in all other respects this Lease shall remain in full force and effect; provided, however, that if any provision of this Lease is deemed or held to be illegal, invalid or unenforceable there shall be added hereto automatically a provision as similar as possible to such illegal, invalid or unenforceable provision, which shall be legal, valid and enforceable. Further, should any provision contained in this Lease ever be reformed or rewritten by any judicial body of competent jurisdiction, such provision as so reformed or rewritten shall be binding upon all parties hereto.

19.12. Jury Trial Waiver. IF ALLOWED BY LAW AT THE TIME OF TRIAL, LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, TENANT'S USE AND OCCUPANCY OR THE PREMISES OR THE RELATIONSHIP LANDLORD AND TENANT.

19.13. Authority to Bind. The individuals signing this Lease on behalf of Landlord and Tenant represent and warrant that they are empowered and duly authorized to bind Landlord or Tenant, as the case may be, to this Lease according to its terms.

19.14. Only Landlord/Tenant Relationship. Landlord and Tenant agree that neither any provision of this Lease nor any act of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and tenant.

19.15 Time of Essence. Time is of the essence of each provisions of this Lease.

19.16. Counterparts. This Lease may be executed in counterparts, and executed counterparts bearing signatures of Landlord and Tenant shall constitute a fully executed original of this Lease, which shall be binding upon Landlord and Tenant notwithstanding that Landlord and Tenant may not be signatories to the same counterpart or counterparts. The delivery of a copy of a party's signature by facsimile or email transmission will have the same effect as the delivery of the original signature.

19.17. Attorneys' Fees and Other Expenses. If either party commences an action to enforce the terms of, or resolve a dispute concerning this Lease the prevailing party in such action shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney, accountant, expert witness, appraiser, and paralegal fees, together with attorney fees and court cost incurred in enforcing any judgment.

19.18. Governing Law. This Lease shall be governed by and construed in accordance with the Laws of the State of California, without reference to conflict of law principles.

LANDLORD:

ARSEV, INC.,
A California Corporation,

By: _____
Name: Ara Sevacherian
Title: President

TENANT:

MONTEBELLO AUTO GROUP, LLC

By: _____
Name: Christian D. Teague
Title: Manager

EXHIBIT "A"

PRIME LEASE

RETAIL LEASE

SUMMARY PAGE

This Summary Page ("Summary Page") is attached to and made a part of that certain Retail Lease between the Redevelopment Agency of the City of Montebello, as Landlord, and the Tenant listed below, dated as of February 18, 2009.

TENANT:	Arsev, Inc., dba Ostrom Chevrolet
TRADE NAME:	Ostrom Chevrolet
TENANT'S ADDRESS:	310 W. Whittier Blvd. Montebello, California 90640
PREMISES ADDRESS:	310 W. Whittier Blvd. Montebello, California 90640
INITIAL LEASE TERM:	9 Months
COMMENCEMENT DATE:	Close of Escrow for Conveyance of Fee Title to the Premises from Ara Sevacherian to Landlord (estimated to be the date which is thirty (30) days after the Escrow Opening Date as defined in the Agreement for Purchase and Sale)
QUARTERLY RENT:	$24,000 per calendar quarter, less the amount of rent for each concurrent 3-month period (currently $5,700) that is due and owing by T-Mobile USA Inc. to Landlord pursuant to the March 26, 2008, Site Lease between Ara Sevacherian and T-Mobile
PLACE OF PAYMENTS:	1600 West Beverly Boulevard Montebello, California 90640
MAKE CHECKS PAYABLE TO:	Redevelopment Agency of the City of Montebello
PERMITTED USE:	Automobile Dealership (See Section 4.1)

RETAIL LEASE

This Lease is dated for reference purposes as of the 18th day of February, 2009, and is being entered into by and between the Redevelopment Agency of the City of Montebello, a public body, corporate and politic ("Landlord"), whose address is 1600 West Beverly Boulevard, Montebello, California 90640, and the tenant ("Tenant") identified on the Summary Page.

1. CERTAIN GUIDELINES FOR INTERPRETATION OF THIS LEASE. When used in this Lease:

1.1. At a party's expense means at that party's sole cost and expense, without contribution by the other party. Whenever a party is obligated under this Lease to perform any act and no mention is made of cost sharing or reimbursement with respect to that act, then the party obligated to perform the act shall do so at its expense.

1.2. In the context of any party giving approval (or disapproval) or consent to any action, the term "consent" or "approval" means prior written approval, signed by the party giving the approval. Any approval may be given, withheld completely or given upon specified conditions, all in the sole and absolute discretion of the party having the right of approval, except as maybe otherwise expressly provided herein with respect to any specific approval right.

1.3. The term "City" means the City of Montebello, California.

1.4. The term "shall" means "must" or "is required to."

1.5. The term "including" means "including but not limited to."

1.6. The term "Law" means any statute, regulation, rule, ordinance, decision or order of any federal, state, regional, county, city, municipal or other governmental or quasi-governmental entity or authority of any kind having jurisdiction.

1.7. Any reference to a Section, Subsection, Paragraph, Subparagraph or clause refers to the same within this Lease.

2. DEMISE OF PREMISES; ACKNOWLEDGEMENT OF TERMINATION OF PRIOR LEASE. Landlord hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the Premises, for the Lease Term, subject to existing covenants, conditions, restrictions, easements and encumbrances. The "Premises" means all of the real property and improvements located at the address of the Premises set forth on the Summary Page, and more particularly described in the legal description attached hereto as Exhibit "A." Tenant hereby acknowledges that its prior lease of the Premises from Ara Sevacherian, the prior fee owner, has terminated or will terminate on the Commencement Date, that Tenant has no rights therein, and Tenant waives and releases Landlord from any claims arising out of said prior lease.

2.1. Covenant of Quiet Enjoyment. Provided Tenant is not in default and keeps and performs the covenants and agreements of Tenant contained in this Lease, Tenant shall have

quiet and peaceable possession of the Premises, which shall not be unreasonably disturbed or interfered with by Landlord.

2.2. Condition of Premises. The parties acknowledge that Tenant has leased and been in possession of the Premises for a number of years prior to the Commencement Date. Accordingly, Tenant shall be deemed to have accepted the Premises in an "as is" physical and environmental condition. Tenant shall be deemed to have waived any warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, express or implied relating to the Premises. Landlord shall have no obligation to make any repairs or improvements to the Premises.

2.3. Lease Term; Holdover Tenancy. "Lease Term" means the period commencing on the Commencement Date and expiring nine (9) months after the Commencement Date. In the event Tenant holds over after expiration of the Lease Term, this Lease automatically shall revert to a month-to-month lease subject to all of the same terms and conditions set forth herein, excepting only that (a) Landlord shall have the right to terminate said holdover tenancy sixty (60) days after delivery of written notice of termination to Tenant and (b) Tenant shall have the right to terminate said holdover tenancy sixty (60) days after delivery of written notice of termination to Landlord. The Lease Term shall include, upon any extension of this Lease, the period of the Extension Term or Terms.

3. RENT AND OTHER PAYMENTS.

3.1. Rent. Tenant shall pay to Landlord, without offset, deduction or abatement, rent for the full Lease Term in the amount specified as Quarterly Rent in the Summary Page. Rent shall be payable quarterly in advance, without notice ("Quarterly Rent"), commencing on the Commencement Date and continuing on the first day of each calendar quarter thereafter for the balance of the Lease Term; provided, however, that the Quarterly Rent for any partial calendar quarter shall be prorated on a per diem basis.

4. USE OF THE PREMISES.

4.1. Limitation on Use by Tenant. Tenant shall use the Premises only for new and used motor vehicle sales, leasing, rental, service, body work, storage and sale of parts and for no other purpose (the "Permitted Use").

4.2. Limitation on Trade Name. The only trade name that Tenant shall use on the Premises is the Trade Name shown on the Summary Page.

4.3. Compliance with Laws. Nothing shall be done or kept on the Premises in violation of any Law. The Premises shall be used and maintained in compliance with all Laws and with the certificates of occupancy issued for all buildings on the Premises.

4.4. Waste or Impairment of Value. Nothing shall be done or kept in the Premises which might impair the value of the Premises, or which would constitute waste.

4.5. Hazardous Use. Landlord and Tenant agree as follows with respect to the existence or use of "Hazardous Material" on the Premises:

A. Prohibition of Hazardous Material. After the Commencement Date, Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, created or used in or about the Premises by Tenant or its agents, employees, contractors or invitees other than as is reasonably necessary in the conduct of the Permitted Use. If the presence of Hazardous Materials on or about the Premises caused or permitted by Tenant after the Commencement Date results in contamination of the Premises or any portion of the property surrounding the Premises (the "Adjacent Property"), or if contamination of the Premises by Hazardous Material after the Commencement Date otherwise occurs for which Tenant is legally liable to Landlord, then Tenant shall protect, indemnify, defend and hold Landlord, its agents and contractors harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or loss (including without limitation diminution in the value of the Premises or any portion of the Adjacent Property, damages for the loss or restriction on use of space or of any amenity of the Premises or the Adjacent Property, damages arising from any adverse impact on marketing of space within the Premises or the Adjacent Property and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the Lease Term as the result of such contamination (hereafter collectively the "Contamination Costs"). This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present on or under the Premises or the Adjacent Property. Without limiting the foregoing, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and the Adjacent Property to substantially the same condition as existed upon the Commencement Date of the Lease Term, provided that Tenant shall obtain Landlord's prior approval of such action, which approval shall not be unreasonably withheld if Tenant's actions will not have any material adverse effect on the Premises or the Adjacent Property.

B. Definition of "Hazardous Material". As used herein, the term "Hazardous Material" means any hazardous or toxic substance, growth or waste which is or becomes identified or regulated as such by any local or regional governmental authority, the State of California, the United States Government or any other governmental subdivision or entity with authority including, without limitation, any material or substance which is defined or identified in the California Health and Safety Code, California Administrative Code, Federal Water Pollution Control Act, Federal Resource Conservation and Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, Clean. Water Act, or the Superfund Amendments and Reauthorizations Act. Landlord acknowledges and accepts that Tenant may keep and use in the Premises general office supplies typically used in the ordinary course of business (such as copier toner, liquid paper, glue, ink and cleaning solvents), but only if such materials are used in the manner for which they were designed, in accordance with all Laws relating to Hazardous Materials, and in accordance with the highest standards prevailing in the industry for such use, and then only in such amounts as may be normal for use in the Premises.

C. Pre-existing Hazardous Materials. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no obligation to indemnify, defend or hold Landlord, its agents or contractors harmless from any Contamination Costs which arise from Hazardous Materials which are (a) present on the Premises prior to the Lease Term, or (b) brought upon, kept or used in or about the Premises by Landlord, its agents, employees,

contractors or invitees. Landlord shall protect, indemnify, defend and hold Tenant harmless from any such Contamination Costs.

D. Waste Discharge Permits. Tenant hereby acknowledges that certain products used in Tenant's business may be considered industrial waste in accordance with local ordinances and may require a Waste Discharge Permit ("Permit") from a utility or government agency or district. Tenant confirms its obligation to comply with any such Permit, including but not limited to such requirements as (a) waste water discharge monitoring and reporting by a consultant, and (b) payment of all costs associated with the Permit issuance and compliance, including any costs Landlord may incur to insure Tenant's compliance with the Permit. Tenant shall reimburse Landlord for all such costs advanced on behalf of Tenant by Landlord, within 15 days from the date of Landlord's invoice for advanced costs. Payment of such costs shall be considered additional rent subject to all terms and conditions relating to payments under this Lease.

4.6. Nuisance, Noxious or Offensive Activity. No noxious or offensive activity shall be carried on at the Premises nor shall anything be done or kept at the Premises which may be a public or private nuisance. No light shall be emitted from the Premises which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from the Premises which is unreasonably loud or annoying; and no odor shall be emitted from the Premises which is noxious or offensive to others on adjacent property.

4.7. Unsightliness. All unsightly equipment, objects and conditions shall be kept enclosed within buildings on the Premises; no debris, bulk materials or trash shall be kept or allowed to accumulate, except as may be enclosed within buildings on the Premises; and all pipes, wires, poles, antennas and other facilities for utilities or for the transmission or reception of audio or visual signals shall be enclosed within buildings on the Premises. Tenant shall be solely responsible for the removal of all debris or trash from the Premises.

4.8. Animals. No animals shall be permitted or kept on the Premises.

4.9. Structural, Electrical or Other Overloading. Nothing shall be done or kept on the Premises and no alterations, maintenance or repairs shall be made to the Premises which might impair the structural soundness of any building, result in an overload of utilities serving any building on the Premises, or interfere with electronic or other equipment on any nearby property. In the event of violation hereof, Tenant shall immediately remedy the violation at Tenant's expense and in compliance with all requirements of governmental authorities and insurance underwriters.

4.10. Restrictions on Exterior Signs and Exterior Lighting. Tenant shall erect, maintain, repair and replace at Tenant's expense, such exterior signs as may be permitted by Landlord. No exterior signs shall be erected by Tenant without the approval of Landlord and any required approval of the City. Approval shall include approval of location, size, style of lettering, design, copy, materials, installation details, color, and logo design. No exterior lighting shall be permitted on the Premises except as approved in writing by Landlord. Any non-approved exterior signs or exterior lighting must be removed at Tenant's expense or brought into compliance at Tenant's expense.

5. FURNISHING OF UTILITIES. Tenant shall arrange and pay for the furnishing of gas, water, sewer, drainage, electrical and telephone, and all refuse collection, and other utilities and services as may be required by Tenant in the use of the Premises, including the placement and connection of any necessary utility meters. Tenant shall directly pay for such services, and the inability of Tenant to obtain or to continue to receive such services for any reason shall not relieve Tenant of any of its obligations under this Lease.

6. MAINTENANCE AND REPAIR. Tenant shall perform and pay for the maintenance, repair, and replacement when necessary (collectively, "Maintenance"), of the improvements on the Premises, which shall include, but not be limited to: (a) the floors, walls, ceilings, roofs, parking structures, and all structural components of all buildings and other improvements on the Premises; (b) capital improvements and structural modifications required by any change in Law, (c) landscaping, replanting when necessary, and keeping paved areas free from litter, dirt, debris, or other obstructions; (d) all sprinkler systems, utility pipes, conduits, meters, panels or lines serving the Premises; (e) the heating, ventilating and air conditioning system, interior and exterior lighting, and plumbing fixtures. In addition, Tenant shall initiate and carry out a program of regular Maintenance, so as to impede, to the extent possible, deterioration by ordinary wear and tear. All Maintenance shall be completed in a good and workmanlike fashion and in compliance with all conditions imposed by Landlord and all applicable Law. Tenant shall be solely responsible for any and all costs and expense associated with the Maintenance. Tenant shall not offset rent, reduce rent payments, or claim any credit against rent for Tenant's actual or imputed costs in connection with performing the Maintenance. If Tenant fails to perform Maintenance, Landlord shall have the right, but not the obligation, upon reasonable notice to Tenant, to enter the Premises to perform such Maintenance on Tenant's behalf. Expenses incurred by Landlord for any Maintenance required as a result of a failure of Tenant to perform such Maintenance as required herein, plus 10% of such expenses for overhead, shall be reimbursed to Landlord upon Landlord's written demand. Tenant acknowledges that in no event shall Landlord provide cleaning or other janitorial services to the Premises.

7. ALTERATIONS OF THE PREMISES. Tenant shall not alter, add to, remove or demolish any improvements on the Premises ("Changes") without (a) consent of Landlord, which consent shall be given or withheld in Landlord's reasonable discretion; (b) complying with all conditions which may be imposed by Landlord; and (c) paying to Landlord the reasonable expenses of Landlord for architectural, engineering or other consultants which may be incurred by Landlord in determining whether to approve any Changes. Notwithstanding the foregoing, Changes which cost less than $5,000, which do not reduce the value of the Premises, and which will not affect the structural integrity of any building may be made without the consent of Landlord, provided that Tenant furnishes to Landlord a copy of the plans for the Changes prior to making the Changes. Tenant shall obtain all necessary permits and authorizations from any governmental authorities having jurisdiction. Tenant shall obtain and maintain workers' compensation insurance covering all persons employed in connection with the Changes, liability insurance covering any loss or damage to persons or property arising in connection with the Changes, and such other insurance or bonds as Landlord may reasonably require and shall deliver a certificate of such coverages to Landlord prior to commencement of work. Changes shall be completed with due diligence and in good and workmanlike fashion and in compliance with all applicable Law. All Changes shall become the property of Landlord at expiration of the Lease Term.

8. ASSIGNMENT OR SUBLETTING. Tenant shall not make or permit a Transfer by Tenant without Landlord's consent, which shall not be unreasonably withheld or delayed. A "Transfer by Tenant" includes an assignment of this Lease, a sublease of all or any part of the Premises or any assignment, sublease, transfer, mortgage, pledge or encumbrance of all or any part of Tenant's interest under this Lease or in the Premises, by operation of Law or otherwise, or the use or occupancy of all or any part of the Premises by anyone other than Tenant. A Transfer by Tenant also includes any transfer of voting control of Tenant or of 50% or more of the equity interest or profits interest in Tenant, including transfer by merger, consolidation, liquidation or other change in ownership. Any Transfer by Tenant without Landlord's consent shall be void and shall constitute a default under this Lease. In the event Landlord consents to any Transfer by Tenant, Tenant shall not be relieved of its obligations under this Lease and shall remain liable under this Lease, jointly and severally as a principal, and not as a surety, to the same extent as though no Transfer by Tenant had been made, unless specifically provided to the contrary in Landlord's consent. Landlord shall have the right to require Tenant to pay Landlord 50% of the amount of the consideration given by such transferee to Tenant for the Transfer by Tenant (excluding any consideration given by the transferee to Tenant for the transfer of outstanding voting, equity or profits interest in Tenant) and 50% of the amount by which the rent paid to Tenant by the transferee exceeds the rent paid by Tenant to Landlord for the transferred portion of the Premises. The acceptance of rent by Landlord from any person other than Tenant shall not be deemed to be a waiver by Landlord of the provisions of this Section or of any other provision of this Lease and any consent by Landlord to a Transfer by Tenant shall not be deemed to be a consent to any subsequent Transfer by Tenant.

A. Notwithstanding the foregoing, Landlord shall have the right, in lieu of consenting to a Transfer by Tenant, to terminate this Lease as to the portion of the Premises subject to the proposed Transfer by Tenant and to enter into a new lease with the proposed transferee and receive directly from the proposed transferee the consideration agreed to be given by such transferee to Tenant for the Transfer by Tenant.

B. Tenant shall pay to Landlord, within 10 days after demand by Landlord, the expenses of Landlord in connection with any request by Tenant for consent to a Transfer by Tenant, including reasonable attorneys' fees, whether or not consent of Landlord is given to the Transfer by Tenant. Such expenses shall not exceed $1,000, as adjusted pro rata in accordance with increases in the Monthly Rent.

9. OTHER COVENANTS OF TENANT.

9.1. Notice of Nonlienability. Tenant shall deliver to Landlord, for Landlord's approval, prior to performing any Maintenance or the making of any Changes, a list of all contractors, subcontractors, materialmen and suppliers who shall perform any work or provide any materials or supplies (collectively, "Contractors") in connection with Maintenance or Changes. Landlord shall have the right to disapprove of any Contractor and, if Landlord shall disapprove, Tenant shall replace the disapproved Contractor with a Contractor acceptable to Landlord. Tenant shall permit Landlord to post a notice of non-responsibility on the Premises and take all such other action as Landlord may require for protection of Landlord's interest from mechanics' or other liens.

9.2. No Mechanics' Liens. Tenant shall not permit, and shall cause to be removed, any mechanics', materialmen's or other lien in connection with any construction or work at the Premises. Tenant shall have the right to contest, in good faith and with diligence, the validity of any such lien or claimed lien, provided that Tenant shall give to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, and to prevent any sale, foreclosure or forfeiture of any interest in the Premises on account of any such lien, and provided that, on final determination of the lien, Tenant shall immediately cause the lien to be released and any judgment to be satisfied. If Tenant fails to immediately cause the lien to be released and/or satisfy any judgment pursuant to this Section, Landlord may immediately take all action necessary to release and remove the lien, without any duty to investigate the validity of the lien at issue. All expenses, including reasonable attorney's fees, incurred by Landlord in connection with the lien shall be considered additional rent under this Lease and be immediately due and payable by Tenant.

9.3. Other Encumbrances. Tenant shall not obtain any financing secured by Tenant's interest in the Premises and shall not encumber the Premises or Tenant's interest therein, without the consent of Landlord. Tenant shall keep the Premises free from all liens and encumbrances except liens and encumbrances created by Landlord.

9.4. Landlord Ownership of Improvements; No Landlord Right, Title, or Interest in or to Furnishings, Fixtures, Equipment, and Personal Property of Tenant. All permanent improvements situated on or permanently affixed to the Premises as of the Commencement Date, including buildings, permanent structures (e.g., trash enclosures), driveways, parking lot improvements, exterior hardscape improvements, exterior landscaping and irrigation system improvements, and plumbing, heating, lighting, electrical, and air conditioning fixtures and equipment shall be and remain the property of Landlord upon expiration of the Lease Term. All other furnishings, fixtures, equipment, and personal property now or hereafter located upon the Premises at any time during the Lease Term (collectively, the "Tenant's Property") shall be and remain the property of Tenant and Tenant retains the right to remove the same at any time as long as it repairs any damages to the improvements on the Premises. Not by way of limitation of the foregoing, the parties agree that the "Non-Exclusive List of Seller's Fixtures and Personal Property" set forth in Exhibit "B" to the Agreement for Purchase and Sale and Escrow Instructions dated as of February 11, 2009, and entered into by and between Landlord and Ara Sevacherian shall constitute Tenant's Property for purposes of this Lease.

9.5. Payment of Income and Other Taxes. Tenant shall pay when due all taxes on the Tenant's Property and all federal, state and local income taxes, sales taxes, use taxes, Social Security taxes, unemployment taxes and taxes withheld from wages or salaries paid to Tenant's employees, the nonpayment of which might give rise to a lien on the Premises or Tenant's interest therein, and shall furnish, if requested by Landlord, evidence of such payments.

9.6. Estoppel Certificates. Tenant shall execute, acknowledge and deliver to Landlord, upon Landlord's written request, a written statement that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect, certifying and stating, (a) the dates to which rent has been paid and (b) whether or not Landlord is in default under this Lease (and, if so, specifying the default). The statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Premises. A failure to deliver such a

statement within 10 days after written request from Landlord shall be conclusive upon Tenant that (a) this Lease is in full force and effect without modification except as may be represented by Landlord, (b) there are no uncured defaults by Landlord under this Lease, and (c) any representation by Landlord with respect to the Rent payments is true.

9.7. Landlord Right to Inspect and Show Premises and to Install "For Sale" Signs. Landlord's authorized representatives shall have the right to enter the Premises at any reasonable time during ordinary business hours for the purposes of inspecting the Premises or showing the Premises to any prospective mortgagee, purchaser or lessee. Landlord may from time to time place on the Premises a sign advertising the Premises for sale or for lease.

9.8. Tenant Indemnification of Landlord. Tenant covenants and agrees to protect, defend, indemnify and hold Landlord and its agents and employees (the "Indemnified Parties") harmless from and against all liability, obligations, claims, damages, penalties, causes of action, costs and expenses, including attorneys' fees (collectively the "Costs"), imposed upon, incurred by or asserted against any of the Indemnified Parties by reason of (a) any accident, injury to or death of any person or loss of or damage to any property occurring on the Premises; (b) any act or omission of, or injury to or death of, Tenant or anyone claiming by, through or under Tenant; (c) any use which may be made of, or condition existing upon, the Premises; (d) any improvements, fixtures or equipment on the Premises; (e) any failure on the part of Tenant to perform or comply with this Lease; (f) any violation of any Law by Tenant or by anyone claiming by, through or under Tenant; and (g) any Maintenance or Changes to the Premises. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord against any Costs arising out of or resulting from the gross negligence or willful misconduct of Landlord or Landlord's agents or employees nor from any act or occurrence arising prior to the Commencement Date or after the Lease Term and Tenant vacates the Premises.

9.9. Waiver by Tenant. Tenant waives and releases any claims Tenant may have against the Indemnified Parties for loss, damage or injury to person or property sustained by Tenant or anyone claiming by, through or under Tenant resulting from any cause whatsoever other than Landlord's gross negligence or willful misconduct, including without limitation any claim arising out of fire, explosion, collapse, steam, gas, electricity, leaking water, or sewer system blockages.

9.10. Release upon Transfer by Landlord. In the event of a transfer of the Premises by Landlord, Landlord's successor or assign shall take subject to and be bound by this Lease and Landlord shall be released from all obligations of Landlord under this Lease. Upon demand by Landlord or Landlord's successor or assign, Tenant shall attorn to such successor or assign.

9.11. Landlord's Reserved Rights. Landlord reserves the right from time to time to grant or create easements in, over, under, through or across the Premises or, any portion thereof, so long as such easements do not interfere with Tenant's use and enjoyment of the Premises.

10. TENANT'S INSURANCE. Tenant shall obtain and keep in force during the Lease Term, at its expense, the following insurance:

10.1. Casualty Insurance. "Casualty Insurance", meaning commercial property insurance which covers, at a minimum, the perils insured under the ISO special causes of loss form (CP 10 30) (including sprinkler leakage when applicable) with respect to the Premises, in an amount not less than the full replacement cost thereof and with an agreed amount endorsement if coinsurance applies. In the event that there is a dispute as to the amount which constitutes full replacement cost, the decision of the Landlord or the mortgagees of the Landlord shall be conclusive. The insurance policy shall contain a rental loss endorsement insuring against Landlord's loss of rentals in an amount not less than Monthly Rent for one year.

10.2. Liability Insurance. "Liability Insurance", meaning a Commercial General Liability policy of insurance protecting Tenant and Landlord (as an additional insured) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $3,000,000 per occurrence. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Tenant's indemnity obligations under this Lease. The limits of said insurance required by this Lease or as carried by Tenant shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. Tenant may, alternatively, have primary coverage in an amount not less than $1,000,000 and excess or umbrella coverage in an amount equal to the difference between$ 3,000,000 and the amount of the primary coverage.

10.3. General Insurance Provisions. All insurance obtained by Tenant shall be with California admitted insurers with a rating in "Best's Insurance Guide" of at least "A-"; shall name Landlord and the holder of any mortgage or deed of trust encumbering the Premises as insured parties, as their interests may appear; and Tenant shall provide, by certificate of insurance or otherwise, that the insurance coverage shall not be canceled or altered except upon thirty 30 days' prior written notice to Landlord and the holder of any such mortgage or deed of trust.

Without affecting any other rights or remedies, Tenant and Landlord each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy which either may have in force at the time of the loss or damage. Landlord and Tenant agree to have their respective insurance companies issuing property damage insurance waive any right to subrogation that such companies may have against Landlord or Tenant, as the case may be, so long as the insurance is not invalidated thereby.

10.4. Insurance Proceeds. The proceeds of any Casualty Insurance, other than casualty insurance maintained by Tenant on Tenant's Property, shall be paid to and become the property of Landlord, subject to any obligation of Landlord to repair and restore the Premises: Landlord and Tenant shall cooperate with each other in the collection of any insurance proceeds which may be payable in the event of loss, including the execution and delivery of proof of loss, declarations and other actions required to effect recovery.

11. DEFAULTS BY TENANT. Each of the following shall constitute a "Default by Tenant":

11.1. Failure to Pay Rent or Other Amounts. Tenant fails to pay when due, Quarterly Rent, or any other amounts payable by Tenant under this Lease, and such failure continues for 3 days after notice of such failure from Landlord.

11.2. Violation of Lease Terms. Tenant fails to comply with any other term in this Lease applicable to Tenant, and such failure to comply continues for a period of 30 days after notice thereof by Landlord or, if such failure to comply cannot be diligently cured within 30 days, if Tenant does not in good faith commence to cure such failure to comply within 30 days or does not diligently proceed therewith to completion.

11.3. Execution and Attachment Against Tenant. Tenant's interest under this Lease or in the Premises is taken upon execution or by other process of Law directed against Tenant, or becomes subject to any attachment at the instance of any creditor or claimant against Tenant and said attachment is not discharged or disposed of within 60 days after levy.

11.4. Bankruptcy or Related Proceedings. Tenant (a) files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy Laws of the United States or under any similar act of any state, (b) voluntarily takes advantage of any such Law or act by answer or otherwise, (c) is dissolved or makes an assignment for the benefit of creditors, (d) becomes subject to involuntary proceedings under any such bankruptcy or insolvency Law or for the dissolution of Tenant, or (e) a receiver or trustee is appointed for the Premises or for all or substantially all of the property of Tenant, and such proceedings are not dismissed or such receivership or trusteeship vacated within 60 days.

12. LANDLORD'S REMEDIES Upon the occurrence of any Default by Tenant, Landlord shall have the right, at Landlord's election, then or at any time thereafter, to exercise any one or more of the following remedies:

12.1. Cure by Landlord. Landlord may, at Landlord's option but without obligation to do so, and without releasing Tenant from any obligations under this Lease, make any payment or otherwise take action to cure the any such Default by Tenant in such manner and to such extent as Landlord deems necessary or desirable, including maintaining the Premises in accordance with the provisions of the Section of this Lease entitled "Maintenance and Repair." Landlord may do so without demand on, or notice to, Tenant and without giving Tenant an opportunity to cure the Default by Tenant. Tenant shall pay to Landlord, within 15 days after demand, all advances, costs and expenses of Landlord in connection with the cure of Tenant's Default, including reasonable attorneys' fees, together with interest as provided herein. Action taken by Landlord may include commencing, appearing in, defending or otherwise participating in any action or proceeding and paying, purchasing, contesting or compromising any claim, right, encumbrance, charge or lien with respect to the Premises which Landlord, in its discretion, deems necessary or desirable to protect its interest in the Premises and under this Lease.

12.2. Termination of Lease and Damages. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant, and demand (and recover)

possession of the Premises from Tenant. Tenant shall remain liable to Landlord for the following:

A. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

B. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

C. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

D. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award" is to be computed by allowing interest at an annual rate equal to three percent (3%) plus the discount rate charged member banks by the Federal Reserve Bank of San Francisco, as of the twenty-fifth (25th) day of the calendar month immediately preceding the Default by Tenant.

12.3. Repossession and Reletting. Landlord may reenter and take possession of the Premises or any part thereof, without notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for collection of rent or for other breaches of this Lease. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar Law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or reletting, to exercise its right to terminate this Lease upon notice to Tenant. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, upon such terms as Landlord, in its sole discretion, may determine. Landlord may make repairs, alterations or improvements that Landlord considers appropriate to accomplish such reletting, and Tenant shall reimburse Landlord on demand for all costs and expenses, including attorneys' fees, which Landlord incurs in connection with such reletting. Landlord shall in no way be responsible or liable for any failure to relet the Premises or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified the Monthly Rent and other amounts which would be payable if such repossession had not occurred. Upon the expiration or earlier termination of this Lease, Landlord shall refund to Tenant any amount, without interest, by which the amounts paid by Tenant, when added to the net amount, if any, recovered by Landlord through any reletting of the Premises, exceeds the amounts payable by Tenant under this Lease. If, in connection with any reletting, the new lease

term extends beyond the existing term, or the premises covered thereby include other premises not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection therewith will be made by Landlord in determining the net amount recovered from such reletting.

12.4. Remedies Cumulative; Time for Action. Exercise of any of the remedies of Landlord under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Landlord at law or in equity. Actions or suits for the recovery of amounts and damages payable under this Lease may be brought by Landlord from time to time, at Landlord's election, and Landlord shall not be required to await the date upon which the Lease Term would have expired to bring any such action or suit.

12.5. Recovery of Enforcement Costs. All expenses incurred by Landlord in connection with collecting any amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any provision of this Lease, including reasonable attorneys' fees, whether or not any action is commenced by Landlord, shall be paid by Tenant to Landlord within 15 days after receipt of Landlord's demand.

13. SURRENDER OF PREMISES. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after any Default by Tenant, Tenant covenants and agrees to surrender possession of the Premises to Landlord, in broom clean condition, as nearly as practicable to the condition existing on the Commencement Date of this Lease, excepting only (a) ordinary wear and tear, (b) any Changes permitted hereunder, and (c) the removal of Tenant's Property.

14. MISCELLANEOUS

14.1. Relationship of Landlord and Tenant. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

14.2. Covenants Independent. This Lease shall be construed as if the covenants herein between Landlord and Tenant are independent, and not dependent, and Tenant shall not be entitled to any offset against Landlord if Landlord fails to perform its obligations under this Lease.

14.3. Notices and Demands. All notices, demands, billings, consents and other communications provided for in this Lease shall be in writing and shall be deemed properly given and received when actually given and received or three business days after mailing, if sent by registered or certified mail, postage prepaid, addressed to the party to receive the notice at the address used for such party in the first paragraph of this Lease or at such other address as such party may notify the other of in writing.

14.4. No Implied Waiver. No failure by Landlord to insist upon the strict performance of any term contained in this Lease, no failure by Landlord to exercise any right or remedy under this Lease, and no acceptance of full or partial payment during the continuance of any Default by

Tenant, shall constitute a waiver of any such term, right or remedy, a waiver of any such Default by Tenant, or a waiver of any right Landlord may have to recover possession of the Premises.

14.5. Entire Agreement. Each party agrees that it has not relied upon or regarded as binding any prior or contemporaneous agreements, negotiations, representations, or understandings, whether oral or written, except as expressly set forth herein. This Lease, together with the documents and exhibits referred to herein, embodies the entire understanding among the parties, merges all prior discussions or communications among them and constitutes the final, complete and exclusive statement of the terms of the parties' agreement. No party shall be bound by any covenants, conditions, representations or warranties other than as expressly stated in this Lease.

14.6. Modifications in Writing. No amendment or modification of this Lease, and no approvals, consents or waivers by Landlord under this Lease, shall be valid or binding unless in writing and executed by the party to be bound.

14.7. Binding Effect. Subject to the provisions herein restricting transfers and assignments, this Lease shall run with the Premises, and shall be binding upon and inure to the benefit of all of the parties and their executors, administrators, devisees, heirs, representatives, permitted assigns and other successors.

14.8. No Third Party Beneficiaries. The parties to this Lease intend that nothing contained in this Lease shall create or vest any rights in any individuals or entities who are not directly parties to this Lease unless they are approved assignees. Any agreement herein to pay any amount of money or to assume any liability, whether expressed or implied, shall be only for the benefit of the parties to this Lease and their approved assignees, and such agreements and assumptions shall not enure to the benefit of any obligee of any indebtedness of a party to this Lease, nor to any other party.

14.9. Interpretation. This Lease shall be construed as a whole in accordance with its fair meaning and shall be construed as if jointly drafted by both Landlord and Tenant. Captions are for convenience only and shall not be used in construing meaning. As used in this Lease, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the other whenever the context or particular circumstances so indicate or require. This Lease and all the schedules or exhibits incorporated herein by reference shall be interpreted in accordance with the Laws of the State of California in effect at the time of execution of this Lease, irrespective of its conflicts of Laws rules. The Summary Page attached to this Lease and the Exhibits and Addenda attached to this Lease shall be deemed incorporated in this Lease by this reference. In the event of any inconsistency between such Summary Page and the terms and provisions of this Lease, the terms and provisions of the Summary Page shall control.

14.10. All Terms Material. The parties hereby expressly acknowledge and agree that each and every term and condition of this Lease is of the essence of this Lease, constitutes a material part of the bargained-for consideration without which this Lease would not have been executed, and is a material part of the Lease.

14.11. Severability. Notwithstanding the Section entitled "All Terms Material" above, in the event that any provision or any part of any provision of this Lease as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason whatsoever, then such provision shall in no way affect (a) any other provisions of this Lease, which shall be modified, if necessary, to the minimum extent necessary to preserve their validity, (b) the application of any such provision under circumstances different from those adjudicated as unenforceable by the court, or (c) the validity or enforceability of the Lease as a whole.

14.12. Independent Advice of Counsel. The parties hereto, and each of them, represent that in negotiating and executing this Lease they have relied solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own consultants and independently selected legal counsel, concerning the nature, extent and duration of their rights and obligations under this Lease, and that they have not been influenced by any representations or statements made by any other parties or their representatives, except as otherwise expressly set forth in this Lease.

14.13. Authority. Each of the parties represents and warrants that it has all authority necessary to execute this Lease and no consents or approvals of any other parties are necessary for this Lease to be binding.

14.14. Attorneys' and Experts' Fees. Should any party hereto retain counsel or other experts in connection with matters arising out of or related to this Lease, including the institution of any action or proceeding concerning the negotiation, interpretation, validity, performance or breach of any provision hereof, for any legal or equitable remedy, then, if said matter is settled by dismissal or final judicial determination (which term includes arbitration), the prevailing party or parties (whether at trial or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party or parties for all costs and expenses incurred thereby, including court costs and attorneys' and experts' fees and costs for the services rendered to such prevailing party by accountants, appraisers and other service providers.

14.15. Time of the Essence. The parties to this Lease acknowledge and agree that the times specified herein have been selected because prompt performance of all obligations is a material part of the bargained-for consideration underlying this Lease, and without which this Lease would not have been executed. Time is of the essence.

14.16. Brokers. Each party shall pay the commission or other compensation of any real estate broker, finder or other agent which such party has retained. Each party shall defend, indemnify and hold the other party harmless from and against all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with the transactions contemplated in this Lease.

14.17. Survival of Provisions. Notwithstanding termination of this Lease, any provisions hereof which require observance or performance by Landlord or Tenant subsequent to termination shall survive termination.

14.18. No Recordation. This Lease shall not be recorded.

15. FORCE MAJEURE. The time for performance of any act required to be performed under this Lease shall be extended as a result of delays not exceeding 90 days in the aggregate that are caused by strikes, lockouts, natural disasters, wars, acts of God, fire or other casualty, inability to obtain labor or materials, or any other reason or cause not within the performing party's reasonable control. This Section does not apply to the payment of rent and any other amounts payable by Tenant under this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year first above written.

TENANT:

Arsev, Inc., a California corporation

By: _____
Ara Sevacherian – President

LANDLORD:

The Redevelopment Agency of the City of Montebello

By: _____
Its: Executive Director

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOTS 53 AND 54 OF THE TOWN OF NEWMARK, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 25, 26, 27, 28, 29, 30, 32, 34, 49, 50, 51, 52, 55, 56 AND 58 OF THE TOWN OF NEWMARK, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT PORTION OF TEE 20 FOOT WIDE ALLEY LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 32 OF THE TOWN OF NEWMARK TRACT, TO THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET, IN THE CITY OF MONTEBELLO, COUNTY OP LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

THAT PORTION OF. THE 20 FOOT WIDE ALLEY LYING 50 FEET NORTHERLY OF THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 55 OF THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5:

THAT PORTION OF THIRD STREET BOUNDED TO THE EAST BY THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE), TO THE WEST BY THE WESTERLY RIGHT-OF-WAY LINE OF SAID THIRD STREET, TO THE SOUTH BY THE RIGHT-OF-WAY LINE OF WHITTIER BOULEVARD (80 FEET WIDE), TO THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF A CUL-DE-SAC, LAST SAID LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION
(continued)

BEGINNING AT THE SOUTHWEST CORNER OF LOT 32 OF THE TOWN OF NEWMARK TRACT, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 32, SAID LINE IS COINCIDENT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE) NORTH 14° 27' 00" EAST 26.05 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 40 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH' 15° 33' 00" EAST; SAID POINT IS THE TRUE POINT OF BEGINNING; THENCE SOUTHWESTERLY 14.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 23' 51" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTHWESTERLY ALONG SAID LINE SOUTH 56° 11' 29" WEST 4.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 43 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 10° 27' 07" WEST; THENCE NORTHWESTERLY 17.61 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 27' 45" TO THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTHWESTERLY ALONG SAID LINE NORTH 11° 49' 31" WEST 4.48 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 40 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 38° 31' 06" WEST; THENCE NORTHWESTERLY AND NORTHEASTERLY 46.03 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65° 55' 46" TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID THIRD STREET SAID POINT BEING DISTANT 10.69 FEET MORE OR LESS FROM THE NORTHEASTERLY CORNER OF LOT 55 OF THE TOWN OF NEWMARK TRACT.

THE ABOVE MENTIONED THIRD STREET AND WHITTIER BOULEVARD ARE PER THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93. AND 94 OF THE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6:

THAT PORTION OF THE 20 FOOT WIDE ALLEY LYING WESTERLY OF THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE TO LOT 55 OF THE TOWN NEWMARK TRACT, SAID LINE IS ALSO KNOWN AS THE WESTERLY RIGHT-OF-WAY LINE OF THIRD STREET (60 FEET WIDE), TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 56 OF SAID TRACT, LAST SAID LINE IS ALSO KNOWN AS THE EASTERLY RIGHT-OF-WAY LINE OF FOURTH STREET (60 FEET WIDE), SAID STREETS AND ALLEY PER THE MAP OP THE TOWN OF NEWMARK TRACT, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72, PAGES 93 AND 94 OF THE MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

END OF LEGAL DESCRIPTION

EXHIBIT "B"

NON-EXCLUSIVE LIST OF SELLER'S FIXTURES AND PERSONAL PROPERTY

Seller's Fixtures and Personal Property include all of the furnishings, fixtures, equipment, and personal property situated on the Real Property from time to time from and after the Agreement Date, including without limitation all of the following:

1. lubrication equipment and reels;

2. shop equipment, lifts, shelving, and cabinetry;

3. all shelving and cabinetry in the sales, service, and parts departments and executive offices;

4. compressors and vehicle wash equipment;

5. computer and telephone equipment; and

6. all signage identifying the manufacturer/franchisor, dealer, or owner, including signs containing General Motors and Chevrolet logos.

AGREEMENT 2516

FIRST AMENDMENT TO RETAIL LEASE

This First Amendment to Retail Lease (the "First Amendment") is dated for reference purposes as of the 28th day of October, 2009, and is being entered into by and between the Redevelopment Agency of the City of Montebello, a public agency, corporate and politic ("Landlord"), whose address is 1600 W. Beverly Boulevard, Montebello, California 90640, and Arsev, Inc., a California corporation dba Ostrom Chevrolet ("Tenant"), whose address is 310 W. Whittier Boulevard, Montebello, California 90640.

RECITALS:

A. On or about February 18, 2009, Landlord and Tenant entered into that certain Retail Lease (the "Original Lease") pursuant to which Landlord leased to Tenant the real property located at 310 W. Whittier Boulevard, Montebello, California, and more particularly described in Exhibit "A" to the Original Lease (the "Premises").

B. The Lease Term set forth in the Original Lease is scheduled to expire on December 31, 2009.

C. Landlord and Tenant desire to extend the Lease Term set forth in the Original Lease and amend the Original Lease as set forth in this First Amendment.

COVENANTS:

Based on the foregoing Recitals, which are incorporated into this First Amendment by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Landlord and Tenant agree as follows:

1. Summary Page. The Quarterly Rent figure of $24,000 set forth on the Summary Page of the Original Lease shall remain in effect until December 31, 2009 (the end of the term of the Original Lease). Thereafter, said $24,000 figure shall be replaced with the following: for the balance of the Initial Term referred to in Section 2.3 (i.e., the period from January 1, 2010, through December 31, 2014): $24,300 ("Quarterly Rent"). The Quarterly Rent shall be subject to the following adjustments:

(a) On the first day of the First Extension Period referred to in Section 2.3 (i.e., January 1, 2015), if applicable, the Quarterly Rent shall be adjusted (either increased or decreased) to the amount determined by multiplying the Quarterly Rent in effect immediately prior to the First Rent Adjustment Date by a fraction, the numerator of which is the All Items Consumer Price Index in the Los Angeles-Riverside-Orange County, California Area as published by the United States Department of Labor's Bureau of Labor Statistics (base year 1982-1984=100) ("CPI Index") for October 2014 and the denominator of which is the CPI Index figure for October 2009; provided, however, that in no event shall any increase in the Quarterly Rent as a result of said CPI Index adjustment exceed a total of twenty percent (20%) for said five-year period.

(b) On the first day of the Second Extension Period referred to in Section 2.3 (i.e., January 1, 2020), if applicable, the Quarterly Rent shall be adjusted (either increased or decreased) to the amount determined by multiplying the Quarterly Rent in effect for the First Extension Period by a

fraction, the numerator of which is the CPI Index figure for October 2019 and the denominator of which is the CPI Index figure for October 2014; provided, however, that in no event shall any increase in the Quarterly Rent as a result of said CPI Index adjustment exceed a total of twenty percent (20%) for said five-year period.

(c) On the first day of the Third Extension Period referred to in Section 2.3 (i.e., January 1, 2025), if applicable, the Quarterly Rent shall be adjusted (either increased or decreased) to an amount equal to the fair market rental value of the Premises at that time, based on the then-existing and permitted uses of the Premises set forth in the Lease, the then-remaining number of years left in the Lease term (including the options to extend referred to in Section 2.3 of the Lease), the other rights and obligations of the Parties as set forth in the Lease, and all other facts and circumstances existing at that time. In this regard, if subsequent to the Commencement Date of the Original Lease and prior to commencement of the Third Extension Period Tenant has constructed or installed any improvements or fixtures and equipment on the Premises, the value of said improvements or fixtures and equipment as of the first day of the Third Extension Period shall be excluded from consideration in establishing the fair market rental value for the Premises for the Third Extension Period.

The fair market rental value applicable to the Third Extension Period shall be established as follows:

(i) The Parties to the Lease shall meet and confer in good faith in an effort to negotiate the fair market rental value on or before September 1, 2024. If the Parties agree in writing on the fair market rental value at that time or at any time prior to determination of said amount by the appraisal process referred to below, said agreement shall be final and binding.

(ii) If the Parties are unable to reach agreement on or before September 1, 2024, on the fair market rental value for the Premises, Landlord and Tenant shall each, on or before October 1, 2024, attempt in good faith to agree upon and appoint a single real estate appraiser to determine the fair market rental value of the Premises, which single appraiser shall then be instructed to determine the fair market rental value within sixty (60) days after the date of his/her appointment. Said appraiser's determination shall be final and binding on both Parties.

(iii) If the Parties are unable to reach agreement on or before September 1, 2024, on the identity of a single real estate appraiser to determine the fair market rental value of the Premises applicable to the Third Extension Period, on or before said date Landlord and Tenant shall each appoint its own real estate appraiser and deliver written notice of the name and address of such appraiser to the other Party to this Lease. The two appraisers thus appointed shall be instructed to meet and confer and attempt to agree on the fair market rental value applicable to the Third Extension Period within sixty (60) days after the date of the appointment of the latter of the two appraisers to be so appointed. If the two appraisers concur as to the fair market rental of the Premises, their joint determination shall be final and binding on both Parties. If the two appraisers do not concur but the difference between the respective higher and lower determinations of fair market rent is an amount less than ten percent (10%) of the amount of the higher determination of fair market rent, the mean average of the two determinations shall be the fair market rent for the Third Extension Period. If either Party fails to timely deliver notice to the other Party regarding the identity of its appointed appraiser and said failure continues for five (5) business days after the other Party delivers a notice of default under this Lease

with respect to such failure, the other Party's appointed appraiser shall have the right to determine the fair market rental value applicable to the Third Extension Period, which determination shall be final and binding on both Parties.

(iv) If the difference between the fair market rent determinations of the two appraisers referred to in clause (iii) above is greater than ten percent (10%) of the amount of the higher determination of the fair market rental value of the Premises, the two appraisers shall jointly select a third appraiser within fifteen (15) days after their appraisals are completed and delivered or, if they are unable to agree upon the third appraiser within said time period (and the Parties themselves do no so agree), either Party may apply to the Superior Court of Lo Angeles County to appoint a third appraiser. Within thirty (30) days after the selection or appointment of the third appraiser, all three appraisers shall meet and the first two appraisers shall present to the third appraiser all of their findings, data, and conclusions as to the fair market rental value of the Premises applicable to the Third Extension Period. The third appraiser shall review all such findings, data, and conclusions and shall determine which of the first two appraisers' respective determinations of fair market rental value is the most reasonable determination. The third appraiser shall not be permitted to make any other independent determination of the fair market rental value. The third appraiser's determination shall be final and binding on the Parties.

(v) All appraisers selected or appointed under this Section shall be, at the time of their appointment, MAI certified appraisers or members in good standing with the American Institute of Real Estate Appraisers. No appraiser selected or appointed pursuant to this Lease shall have any familial relationship with any official, officer, director, or management level employee of either Party and no such appraiser shall have received or been promised any income from either Party or any official, officer, director, or management level employee of either Party for a minimum period of five (5) years prior to such selection or appointment.

(vi) Each Party shall pay one hundred percent (100%) of its own costs and expenses incurred in conducting the appraisal process provided for in this paragraph (c), including the costs and expenses of its own appointed appraiser, and the Parties shall each pay fifty percent (50%) of the costs and expenses of the third appraiser, if applicable.

(vii) If for any reason the fair market rental value for the Premises has not been established as of the first day of the Third Extension Period, Tenant shall continue to pay the Quarterly Rent in effect immediately prior to the first day of the Third Extension Period and, when the fair market rental value figure has been determined, an adjustment in the next Quarterly Rent payment shall be made (either an additional payment by Tenant if the Quarterly Rent increases or a credit against the next Quarterly Rent payment if the Quarterly Rent decreases).

(d) On the first day of the Fourth Extension Period referred to in Section 2.3 (i.e., January 1, 2030), if applicable, the Quarterly Rent shall be adjusted (either increased or decreased) to the amount determined by multiplying the Quarterly Rent in effect for the Third Extension Period by a fraction, the numerator of which is the CPI Index figure for October 2029 and the denominator of which is the CPI Index figure for October 2024; provided, however, that in no event shall any increase in the Quarterly Rent as a result of said CPI Index adjustment exceed a total of twenty percent (20%) for said five-year period.

(e) On the first day of the Fifth Extension Period referred to in Section 2.3 (i.e., January 1, 2035), if applicable, the Quarterly Rent shall be adjusted (either increased or decreased) to the amount determined by multiplying the Quarterly Rent in effect for the Fourth Extension Period by a fraction, the numerator of which is the CPI Index figure for October 2034 and the denominator of which is the CPI Index figure for October 2029; provided, however, that in no event shall any increase in the Quarterly Rent as a result of said CPI adjustment exceed a total of twenty percent (20%) for said five-year period.

2. Extension of Lease Term. Section 2.3 of the Original Lease, entitled "Lease Term; Holdover Tenancy," is hereby amended to read in its entirety as follows:

> Lease Term" means the period commencing on the Commencement Date and expiring at 11:59 PM on the termination date of this Lease, as hereinafter described. The initial term of this Lease shall commence on the Commencement Date and shall terminate on the date that is five (5) years and nine (9) months after the Commencement Date, which date the parties agree is December 31, 2014 (the "Initial Term"). In addition, Tenant shall have the option to extend the Initial Term for up to five (5) successive periods of five (5) years each (the "First Extension Period," "Second Extension Period," "Third Extension Period," "Fourth Extension Period," and "Fifth Extension Period," respectively) such that, if Tenant exercises all of its options to extend the Lease Term, the Lease Term shall expire on December 31, 2039. Tenant's exercise of each option to extend is subject to the following conditions: (i) the extension option may be exercised only by written notice delivered by Tenant to Landlord not later than ninety (90) days prior to the expiration of the Lease Term or Extension Period, if applicable, and (ii) only if, as of the date of delivery of the notice, Tenant is not in default under the Original Lease and any amendments thereto. In the event of a sublease, as distinguished from an assignment of the Lease, the option(s) to extend the Term must be exercised by Tenant, not by Tenant's sublessee.
>
> Notwithstanding the foregoing, Tenant shall have the right to terminate this Lease at any time upon delivery of sixty (60) days written notice to Landlord if Tenant determines in its sole and absolute discretion that it is unable to continue operating its business on the Premises consistent with the Permitted Use referred to in Section 4.1. In the event Tenant holds over after expiration of the Lease Term, this Lease automatically shall revert to a month-to-month lease subject to all of the same terms and conditions set forth herein (including without limitation Tenant's obligation to pay rent based on the rent then in effect), excepting only that (a) Landlord shall have the right to terminate said holdover tenancy sixty (60) days after delivery of written notice of termination to Tenant and (b) Tenant shall have the right to terminate said holdover tenancy thirty (30) days after delivery of written notice of termination to Landlord.

3. Section 8 of the Original Lease, entitled "Assignment or Subletting," is hereby amended to read in its entirety as follows:

> Tenant shall have the right to assign this Lease and to Sublet (as more specifically defined below) all or any portion of the Premises to any person or entity intending to use

the Premises or portion thereof consistent with the terms and conditions set forth herein, including without limitation the "Permitted Use" authorized in Section 4.1, without obtaining Landlord's approval to such assignment or subletting. As used in this Section, the terms "Sublet" and "Sublease" includes the grant or conveyance of a lesser property interest than Tenant's interest under the Lease, or the grant of a privilege or right to occupy, use or possess the Premises.

If Tenant assigns this Lease during the Initial Term, Tenant shall not be required to pay any "Transfer Premium" (as more specifically defined below) to Landlord (including without limitation for the remaining portion of the Initial Term and any applicable Extension Period after the end of the Initial Term). In addition, if Tenant sublets the Premises during the Initial Term, Tenant shall not be required to pay any Transfer Premium to Landlord based upon the difference, if any, between the amount of the rent payable by Tenant to Landlord during the Initial Term and the rent payable by the subtenant to Tenant during the Initial Term.

If Tenant assigns this Lease during the First Extension Period or during any of the Extension Periods thereafter, Tenant shall pay to Landlord a forty percent (40%) Transfer Premium (as more specifically defined below) in connection with such assignment. In addition, if Tenant Sublets the Premises, whether during the Initial Term or during any of the Extension Periods thereafter, Tenant shall pay to Landlord a forty percent (40%) Transfer Premium, but excluding any Transfer Premium attributable to the period, if any, between the commencement date of the Sublease and the last day of the Initial Term. For purposes of this Section, the Transfer Premium, if and to the extent payable in accordance with the next preceding paragraph above, shall be forty percent (40%) of all base rent, additional rent, and other consideration payable by an assignee or sublessee to Tenant for the assignment or Sublease of the Premises after deducting the rent payable by Tenant to Landlord under the Original Lease and this First Amendment; provided, however, that the amount of any payments made by the assignee or sublessee to Tenant representing the fair market value of inventory or other property of Tenant that is sold or transferred to the assignee or sublessee and the fair value of any services that may be provided by Tenant to the assignee or sublessee after the effective date of the assignment or Sublease shall be excluded from consideration in calculating the amount of any Transfer Premium. Tenant shall pay the Transfer Premium on a quarterly basis with the Quarterly Rent. Landlord shall have the right to inspect Tenant's records and financial statements during reasonable business hours for the purpose of auditing the Transfer Premium calculations.

Except as expressly set forth above, Tenant shall not make or permit a Transfer by Tenant without Landlord's consent, which consent shall not be unreasonably withheld, conditioned, or delayed. A "Transfer by Tenant" includes an assignment of this Lease, a Sublease of all or any part of the Premises, or any assignment, Sublease, transfer, mortgage, pledge, or encumbrance of all or any part of Tenant's interest under this Lease or in the Premises voluntarily, by operation of law, or otherwise, or the use or occupancy of all or any part of the Premises by anyone other than Tenant. A Transfer by Tenant also includes any transfer of voting control of Tenant or of 50% or more of the equity

interest or profits interest in Tenant, including transfer by merger, consolidation, liquidation, or other change in ownership. All transfers requiring Landlord's consent shall also be subject to the Transfer Premium as set forth above. Any Transfer by Tenant requiring Landlord's approval hereunder that occurs without Landlord's consent shall be void and shall constitute a default under this Lease.

As a condition to the effectiveness of any assignment of this Lease, whether or not Landlord's approval or consent is required therefor, Tenant shall deliver to Landlord an assignment and assumption agreement in a form subject to the approval of Landlord's attorney, not to be unreasonably withheld, conditioned, or delayed, pursuant to which the assignee agrees to perform all of the assignor's obligations set forth in this Lease from and after the effective date of the assignment.

In the event Tenant assigns this Lease in accordance with the foregoing provisions, and whether or not Landlord's consent or approval is required, the assignor shall remain responsible for performance of any obligations arising prior to the effective date of the assignment (including without limitation payment of any rent that is delinquent at that time) unless Landlord expressly releases the assignor from such responsibility and obligation, which release Landlord may withhold in its sole and absolute discretion, and the assignor shall be released from all obligations of Tenant arising on and after the effective date of the assignment.

The acceptance of rent by Landlord from any person other than Tenant shall not be deemed to be a waiver by Landlord of the provisions of this Section requiring Landlord's consent to an assignment or Sublease to the extent Landlord's consent is otherwise required and any consent by Landlord to an assignment or Sublease shall not be deemed to be a consent to any subsequent Transfer by Tenant requiring Landlord's approval.

With respect to any Transfer requiring Landlord's approval hereunder, Tenant shall pay to Landlord, within ten (10) days after demand by Landlord, the expenses of Landlord in connection with Tenant's consent for a Transfer, including reasonable attorney's fees, whether or not Landlord provides its consent. Such expenses shall not exceed $1,000, as adjusted by the same percentage increases in Quarterly Rent that are provided for in Section 3.1.

As used throughout this Lease, the term "Tenant" shall include any authorized successor or assignee of the leasehold interest of Arsev, Inc., hereunder.

4. The parties agree to cooperate in causing an appropriate Memorandum of the Original Lease, as amended by this First Amendment, to be recorded in the Official Records of the Los Angeles County Recorder's Office.

5. Except as expressly set forth in this First Amendment, all of the provisions set forth in the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

TENANT:

Arsev, Inc., a California corporation

By: _____

Its: _____

Ara Sevacherian

ATTEST:

By: _____

Robert J. King, City Clerk

APPROVED AS TO FORM:

By: _____

Its: Agency General Counsel

Arnold Alvarez-Glasman

LANDLORD:

Redevelopment Agency of the City of Montebello

By: _____

Richard Tokes, Executive Director

EXHIBIT "B"

T-MOBILE LEASE

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Ara Sevacherian , a(n) married man as his sole and separate property ("Landlord") and Omnipoint Communications Inc., a subsidiary of T-Mobile USA Inc., a Delaware corporation ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars ($500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease the use of a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of six (6) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars ($500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the term of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits, and Landlord expressly grants to Tenant a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the foregoing, Tenant may not change the zoning classification of the Property without first obtaining Landlord's written consent. During the Option Period and any extension thereof, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the use of that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 310 W. Whittier Blvd., Montebello, CA 90640, comprises approximately 150 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of the exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the month of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for two (2) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, nineteen hundred and no/100 dollars ($1,900.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) Upon the commencement of any Renewal Term hereunder, Rent will be increased for each such Renewal Term over the monthly or annual installment of Rent payable during the preceding Renewal Term by See Addendum percent (0).

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with equipment installed prior in time to Tenant's installation. Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause

irreparable injury and, therefore, the injured party shall have the right, in addition to any other right that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"). Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant. In the event Landlord, its employees or agents impede or deny Access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, deduct from Rent amounts due under this Lease an amount equal to five hundred and no/100 dollars ($500.00) per day for each day that Access is impeded or denied.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) immediately if Tenant notifies Landlord of unacceptable results of any title report, environmental or soil tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if the Property or the Antenna Facilities are, or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation; or

(f) upon thirty (30) days written notice by Tenant if Tenant determines that the Property or Antenna Facilities are inappropriate or unnecessary for Tenant's operations due to economic reasons.

9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party (i) fails to perform any covenant for a period of thirty (30) days after receipt of written notice thereof to cure.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which are directly attributable to the presence or installation of the Tenant's Antenna Facilities, only for so long as this Lease has not expired of its own terms or is not terminated by either party. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10.

11. Insurance and Subrogation and Indemnification.

(a) Tenant shall provide Commercial General Liability Insurance in an aggregate amount of Two Million and no/100 dollars ($2,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. To the extent loss or damage is not covered by their first party property insurance policies, Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or (b) a breach of any obligation of the indemnifying party under this Lease. Notwithstanding the foregoing, this indemnification shall not extend to indirect, special, incidental or consequential damages, including, without limitation, loss of profits, income or business opportunities to the indemnified party or anyone claiming through the indemnified party. The indemnifying party's obligations under this section are contingent upon (i) its receiving prompt written notice of any event giving rise to an obligation to indemnifying the other party and (ii) the indemnified party's granting it the right to control the defense and settlement of the same. Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this section shall survive the expiration or termination of this Lease. Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property, including the Premises.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:
Attn: Legal Dept.

And with a copy to:
Omnipoint Communications Inc., a subsidiary of T-Mobile USA Inc.
3 Imperial Promenade, #1100
Santa Ana, CA 92707
Attn: Lease Administration Manager

With a copy to:
Attn: Legal Dept.

If to Landlord, to:
Ara Sevacherian
310 W. Whittier Blvd.
Montebello, CA 90640

And with a copy to:

Send Rent payments to:
Ara Sevacherian, a married man as his sole and separate property
310 W. Whittier Blvd.
Montebello, CA 90640

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant and which will not interfere with Tenant's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may assign this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Parties' sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing

signed by the waiving party. No waiver sh. .e implied by delay or any other act or omission t. .ther party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property) and Exhibit B (the Premises location within the Property), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, and/or B, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Tenant with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Landlord is represented by any broker or any other leasing agent, Landlord is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Tenant harmless from all claims by such broker or anyone claiming through such broker. If Tenant is represented by any broker or any other leasing agent, Tenant is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold Landlord harmless from all claims by such broker or anyone claiming through such broker

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: Ara Sevacherian, a married man as his sole and separate property

By: _____

Printed Name: Ara Sevacherian

Title: Landlord

Date: March 24, 2008

TENANT: Omnipoint Communications Inc., a subsidiary of T-Mobile USA Inc.

By: _____

Printed Name: ~~Jon Zumsteg~~ Danny Bazerman

Title: ~~Area~~ Director, Engineering & Operations

Date: 3/26/08

_____
T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

APN: 6346-023-032

See Attached

Exhibit A

Legal Description of the Premises
Assessor's Parcel No. 6346-023-032, 033, 6346-022-031, 030

Parcel 1:

Lots 53 and 54 of the Town of Newmark in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72 Pages 93 and 94 of miscellaneous records, in the Office of the County Recorder of said County.

Parcel 2:

Lots 25, 26 27, 28, 29, 30, 32, 34, 49, 50, 51, 52, 55, 56 and 58 of the Town of Newmark, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72 Pages 93 and 94 of miscellaneous records, in the Office of the County Recorder of said County.

Parcel 3:

That potion of the 20 foot wide alley lying Westerly of the Southerly prolongation of the Easterly line of Lot 32 of the town of Newmark Tract, to the Easterly Right-of-way line of Third Street, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of miscellaneous records, in the Office of the County Recorder of said County.

Parcel 4:

That portion of the 20 foot wide alley lying 50 feet northerly of the Westerly prolongation of the Southerly line of Lot 55 of the Town of Newmark Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of miscellaneous records, in the Office of the county Recorder of said County.

Parcel 5:

That portion of Third Street bounded to the East by the Easterly Right-of-way line of Third Street (60 feet wide) to the West by the Westerly right-of-way line of said Third Street, to the South by the Northerly Right-of-way line of Whittier Boulevard (80 feet wide), to the North by the Southerly Right-of-way line of a cul-de-sac, last said line is more particularly described as follows:

Beginning at the Southwest corner of Lot 32 of the Town of Newmark Tract, thence Northerly along the Westerly line of said Lot 32, said line is coincident with the Easterly Right-of-way line of Third Street (60 feet wide) North 14° 27' 00" East 26.05 Feet to a Point on a non-tangent curve concave Northerly having a radius of 40 feet and to which point a radial line bears South 15°33' 00" East; said point is the true point of beginning; thence Southwesterly 14.94 feet along said curve through a central angle of 21°23' 51" to the beginning of a non-tangent line; thence Southwesterly along said line South 56° 11' 29" West 4.48 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 40 feet and to which a radial line bears South 38° 31' 06" West; thence Northwesterly and Northeasterly 46.03 feet along said curve through a central angle of 65° 55' 46" to a point on the Westerly Right-of-way line of said third Street said point being distant 10.49 feet more or less from the Northeasterly corner of Lot 55 of the Town of Newmark Tract.

The above mentioned Third Street and Whittier Boulevard are per the Town of Newmark Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of the miscellaneous records, in the Office of the County Recorder of said County.

Parcel 6:

That portion of the 20 foot wide alley lying Westerly of the Southerly prolongation of the Easterly line to Lot 55 of the Town of Newmark Tract, said line is also known as the Westerly Right-of-way line of Third Street (60 feet wide), to the Southerly prolongation of the Westerly line of Lot 56 of said Tract, last said line is also known as the Easterly Right-of-way line of Fourth Street (60 feet wide), said streets and alley per the Map of the Town of Newmark Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of the miscellaneous records, in the Office of the County Recorder of said County.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:

310 W. Whittier Blvd., Montebello, CA 90640

T-Mobile

LA13109B
OSTROM CHEVROLET

310 W. WHITTIER BLVD.
MONTEBELLO, CA 90640
COUNTY OF LOS ANGELES

SCOPE OF WORK

THE PROPOSED PROJECT WILL:

CONSTRUCTION OF A CMU EQUIPMENT ENCLOSURE &
INSTALLATION OF T-MOBILE PCS CABINETS

INSTALLATION OF (12) PANEL ANTENNAS MOUNTED WITHIN A NEW
(64'-0") TALL LIGHT STANDARD

CONSTRUCTION OF A CMU EQUIPMENT ENCLOSURE &
INSTALLATION OF T-MOBILE PCS CABINETS

INSTALLATION OF (12) PANEL ANTENNAS MOUNTED WITHIN A NEW
(64'-0") TALL LIGHT STANDARD

COAX CABLE RUNS FROM EQUIPMENT TO PANEL ANTENNAS

4.2kW ELECTRICAL & TEL SERVICE TO BE PROVIDED.

ANTENNA SCHEDULE

SECTOR / ANTENNA	ANTENNA DESIGNATION	AZIMUTH	TOP OF ANTENNA	COAX CABLE LENGTH (± 5')	RAD CENTER ELEVATION (± 5')	COAX SIZE	# OF COAX
A	NORTH	0°	48'-0"	70'-0"	58'	7/8"	3
B	SOUTHEAST	120°	48'-0"	70'-0"	58'	7/8"	3
C	SOUTHWEST	240°	48'-0"	70'-0"	58'	7/8"	3
A	NORTH	0°	43'-0"	65'-0"	53'	7/8"	3
B	SOUTHEAST	120°	43'-0"	65'-0"	53'	7/8"	3
C	SOUTHWEST	240°	43'-0"	65'-0"	53'	7/8"	3



APPROVALS

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION EQUIPMENT AND MATERIALS TO REMAIN ON THE SITE DURING CONSTRUCTION AND ANY CHANGES AND MODIFICATIONS MUST BE APPROVED.

	PRINT NAME	SIGNATURE	DATE
LANDLORD			
PROCUR. MGR.			
DEVELOP. MGR.			
CONST. MGR.			
A&E MGR.			
RF ENGINEER			
OPERATIONS			
SAC/ZONING REP			
RF MGR.			
UTILITIES			

UTILITY CONTACTS

ELECTRIC COMPANY		
TELEPHONE COMPANY		

SUBMITTAL RECORD

DESCRIPTION	DATE
100% CD'S	01/08/09
100% CD'S	12/22/08
100% CD'S	11/26/08
100% CD'S	10/24/08
100% CD'S	10/10/08
100% CD'S	09/26/08
100% CD'S	09/19/08
100% CD'S	08/21/08

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED AS PER THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

1. CALIFORNIA ADMINISTRATIVE CODE (PART 1, TITLE 24 C.A.C.)
2. CALIFORNIA BUILDING CODE 2007 CBC
3. CALIFORNIA MECHANICAL CODE 2007 (CMC)
4. CALIFORNIA PLUMBING CODE 2007 CPC
5. CALIFORNIA ELECTRIC CODE 2007 CEC
6. NFPA 101 LIFE SAFETY CODE 2006 EDITION
7. CITY / COUNTY ORDINANCES AND BUILDING CODES

PROJECT DATA

APPLICANT:
T-MOBILE
2 IMPERIAL SPRING, SUITE 150
SANTA ANA, CA 92707
PROCUREMENT REPRESENTATIVE:
PHONE: (714) 338-7400
A&E REPRESENTATIVE (PLANNING MANAGER)

APPLICANT'S REPRESENTATIVE:
TRILOGY TELECOM SERVICES, INC.
9740 IRVINE BLVD., SUITE 200
HUNTINGTON BEACH, CA 92646
CONTACT: JARED HOSKINS
PHONE: (714) 719-7400
EMAIL: JHOSKINS@TRILOGYWIRELESS.COM

PROPERTY OWNER:
JAN BENCHIMOL
310 W. WHITTIER BLVD.
MONTEBELLO, CA 90640
(323) 888-9191

CIVIL ENGINEER:
CBG CONSULTING ENGINEERING GROUP, L.L.C.
4590 MACARTHUR BLVD., STE. 400
NEWPORT BEACH, CA 92660
CONTACT: JOE CONSOLI
PHONE: (949) 265-4545

SURVEYOR:
PLANET SURVEYING, INC.
2317 E. BIRCH AVE., SUITE 123
CORONA, CALIFORNIA
OFFICE: (951) 735-0255
FAX: (951) 533-0667
MOBILE: (951) 545-6187
EMAIL: CHRIS@PLANETSURVEYING.COM

STRUCTURAL ENGINEER:
CBG CONSULTING ENGINEERING GROUP, L.L.C.
4590 MACARTHUR BLVD., STE. 400
NEWPORT BEACH, CA 92660
CONTACT: JOE CONSOLI
PHONE: (949) 265-4545

ELECTRICAL ENGINEER:
CBG CONSULTING ENGINEERING GROUP, L.L.C.
4590 MACARTHUR BLVD., STE. 400
NEWPORT BEACH, CA 92660
CONTACT: CHRIS YUNG
PHONE: (714) 966-9041

ASSESSOR'S PARCEL NUMBER:
6342-020-001

PROPERTY AREA DESCRIPTION:
PLEASE SEE SURVEY ENCLOSED HEREIN FOR COMPLETE LEGAL DESCRIPTION
AREA DISPLAYED:

NEAR APPROXIMATE ADDRESS: 1 MILE

TYPE OF CONSTRUCTION:
V-B

BRANCH, POST OF LEASE AREA:
NA NO. NA

ZONING:
C-3 GENERAL COMMERCIAL

OCCUPANT CLASSIFICATION:
U

SHEET INDEX

T-1	TITLE SHEET
T-2	GENERAL NOTES, LEGEND ABBREVIATIONS
T-3	CONDITIONS OF APPROVAL
LS-1	SITE SURVEY
LS-2	SITE SURVEY
LS-3	SITE SURVEY
A-1	SITE PLAN
A-2	ENLARGED SITE PLAN & EQUIPMENT / ANTENNA LAYOUT
A-3	ELEVATIONS
A-4	ELEVATIONS
D-1	DETAILS
D-2	CMU WALL PLAN / SECTION, DETAILS
D-3	DETAILS, GENERAL NOTES
EN-1	ELECTRICAL NOTES AND ABBREVIATIONS
E-1	UTILITY SITE PLAN, SINGLE LINE DIAGRAM, PANEL SCHEDULE
E-2	GROUNDING PLAN, NOTES, DETAILS
E-3	ELECTRICAL DETAILS
F-1	FIRE DEPT./BATTERY NOTES

DATE: 01/08/09
CIVIL ENGINEER: CBG
DRAWN BY: JPC

REVISIONS

REV	DATE	DESCRIPTION	BY
5	01/08/09	100% CD'S -	CBG
3	12/22/08	100% CD'S	CBG
4	11/26/08	100% CD'S	CBG

PROPRIETARY INFORMATION

T-Mobile
3 IMPERIAL SPRING, SUITE 150
SANTA ANA, CA 92707

CBG
CBG CONSULTING ENGINEERING GROUP, L.L.C.
4590 MACARTHUR BLVD., STE. 400
NEWPORT BEACH, CA 92660
(949) 265-4545

DESIGN ENGINEER
JOE CONSOLI

SITE NUMBER
LA13109B

SITE TYPE
RAW LAND
ANTENNA INSTALLATION

ADDRESS
310 W. WHITTIER BLVD.
MONTEBELLO, CA. 90640
COUNTY OF LOS ANGELES

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

ABBREVIATIONS	3
LEGEND	4
GENERAL NOTES	2
GENERAL CONSTRUCTION NOTES	1

DATE: 01/28/05
DWN. CHECKED: CBF
DRAWN BY: LEN
CHECKED BY: JPC

REVISIONS

NO	DATE	DESCRIPTION	BY
2	01/28/05	[illegible]	[illegible]
1	01/28/05	[illegible]	[illegible]
0	01/28/05	[illegible]	[illegible]

PROPRIETARY INFORMATION

CLIENT:

T·Mobile·
3 [illegible], [illegible], SUITE [illegible]
SANTA ANA, CA 92707

ARCHITECT/ENGINEER:

CDG
CONSULTING GROUP, LLC
[illegible]

CONSULTANTS:

SITE NAME: DESIGN CHEVROLET

SITE NUMBER: LA[illegible]

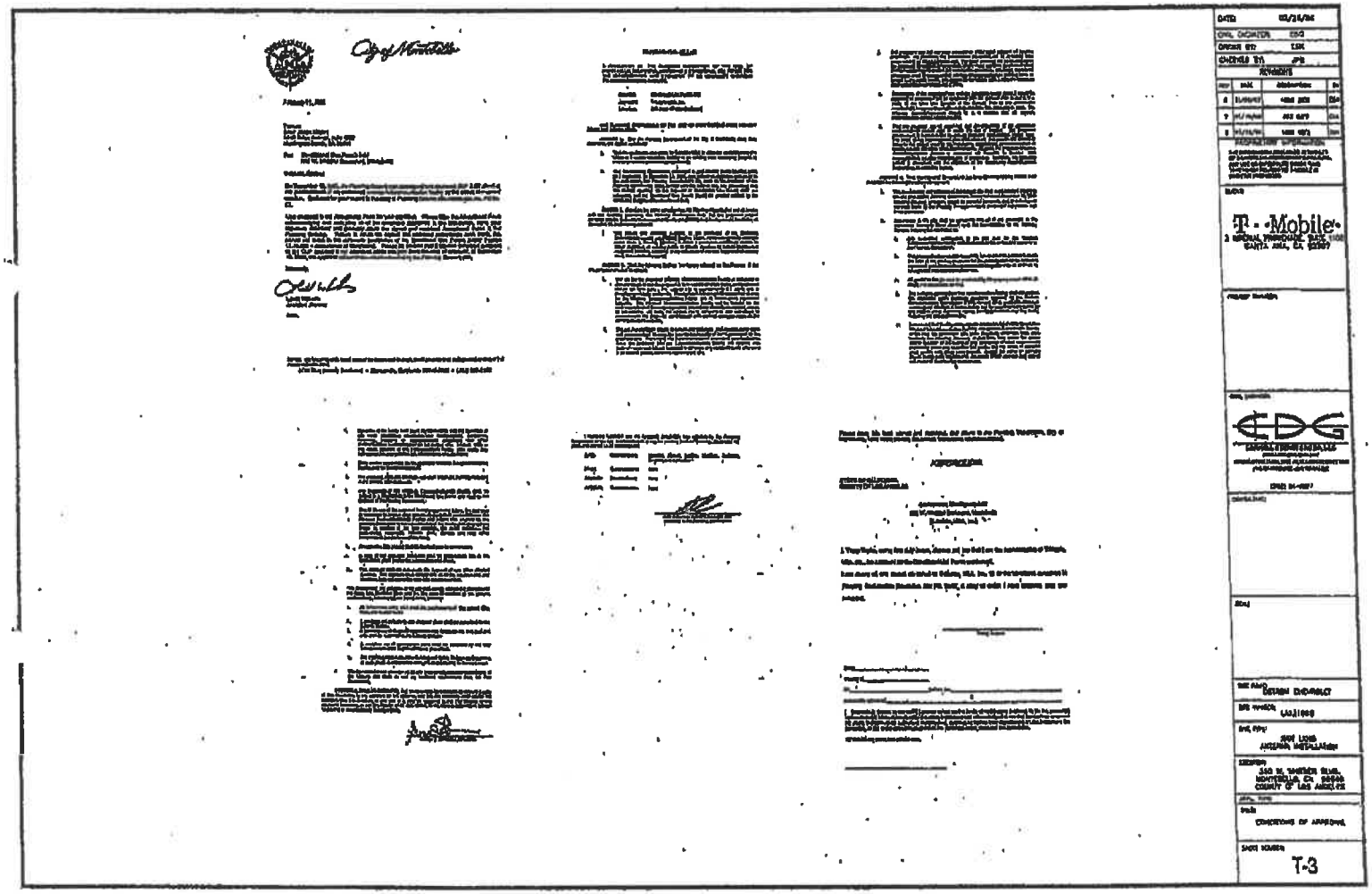
SITE TYPE: RAW LAND ANTENNA INSTALLATION

LOCATION: 340 W. WHITTIER BLVD
MONTEBELLO, CA 90640
COUNTY OF LOS ANGELES

APPLICATION TYPE:

TITLE: GENERAL CONSTRUCTION NOTES, GENERAL NOTES, ABBREVIATIONS & LEGEND

SHEET NUMBER: T-2



DATE	03/16/06
CIVIL ENGINEER	EDG
DRAWN BY	LSK
CHECKED BY	JPB

REVISIONS			
REV	DATE	DESCRIPTION	BY
A	01/09/06	ADD SITE	DLK
B	01/19/06	ADD GPS	DLK
C	01/25/06	ADD GPS	DLK

T-Mobile
3 MEDICAL PARK, SUITE 100
SANTA ANA, CA 92707

EDG

DRAWING BY: DERRICK CHEVARLEY

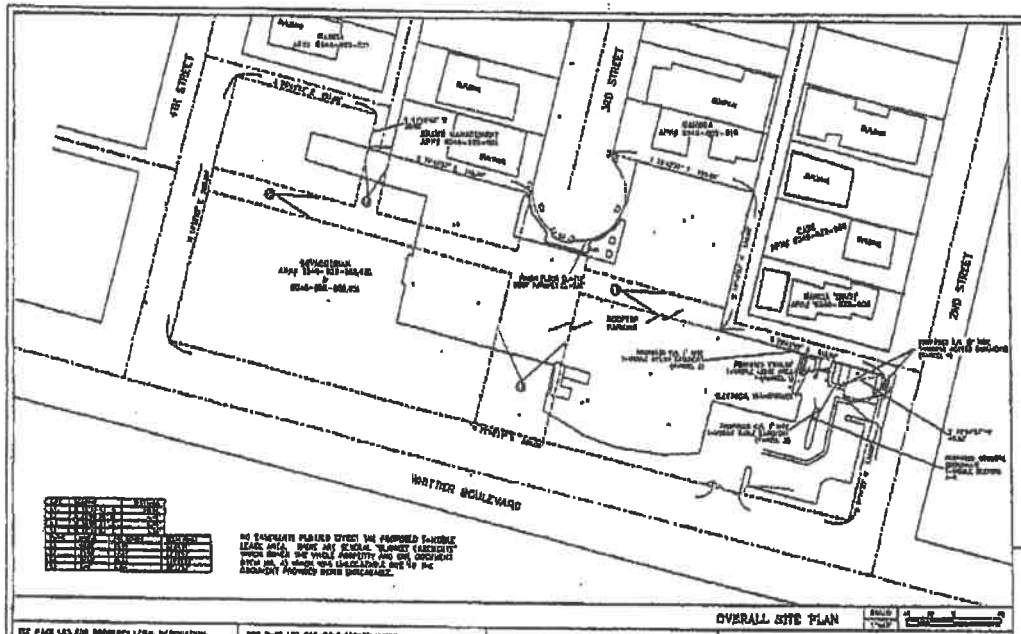
SITE NUMBER: LA01999

SITE NAME: SAN LUIS ANTENNA INSTALLATION

ADDRESS: 350 N. VENTURA BLVD. MONTEBELLO, CA 90606 COUNTY OF LOS ANGELES

SHEET TITLE: CONDITIONS OF APPROVAL

SHEET NUMBER: T-3



OVERALL SITE PLAN

SEE PAGE LS2 FOR PROPERTY LEGAL DESCRIPTION.

PROPERTY LEGAL DESCRIPTION

SEE PAGE LS2 FOR TITLE REPORT NOTES.

TITLE REPORT NOTES

SEE PAGE LS3 FOR LPA AND EASEMENT LEGAL DESCRIPTION.

LPA & EASEMENT LEGAL DESC.

VICINITY MAP

CURRENT NAME: aka SUNNYCREST

CURRENT ADDRESS: 310 W. WHITTIER BLVD MONTEBELLO, CA 90640

ASSESSOR'S PARCEL NUMBER(S): 6344-021-030 & 6344-021-034

(AKA EX: Book 6362)
LATILDE LONGITUDE
SECTION 8-05-11W(M) Data UNKNOWN* N/A

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH 45 DEGREE 00' 00" EAST LINE OF PARCEL 2 AS SHOWN ON PARCEL MAP NO. 6344, AS PER MAP RECORDED IN BOOK 111, PAGE 1 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DATE OF SURVEY: MAY 2007
ELEVATIONS AND POSTS ON NGS DESCRIPTIONS FROM THE NATIONAL GEODETIC SURVEY G.P.S.S. REFERENCE STATION: TI 1089, ELEVATION = 1111.4' AND TI 0838, ELEVATION = 1010.8' NAVD 88 (GEOID 03) CORRECTION APPLIED.

SITE TEMPORARY BENCHMARK:
BENCHMARK #1 IS A PK NAIL LOCATED BELOW AT SECTION HEAD LINE, AT ENTRY HEADER, ELEVATION = 212.57'.

SITE DATA

FEMA FLOOD ZONE INFORMATION

FLOOD ZONE DESIGNATION: National Flood Insurance Program (NFIP) Effective Date: 9/9/1982
Panel: 0001 Community-Panel Number: 065011-0001
The Flood Zone Designation for the site is: ZONE X

LEGEND

ADD. LEGEND

	BOUNDARY LINE
	CENTERLINE
	REAL PROPERTY LINE
	ADJ. TIE LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	FENCE LINE

T-Mobile

PREPARED BY: APT
CHECKED BY: DAT
APPROVED BY: DAT

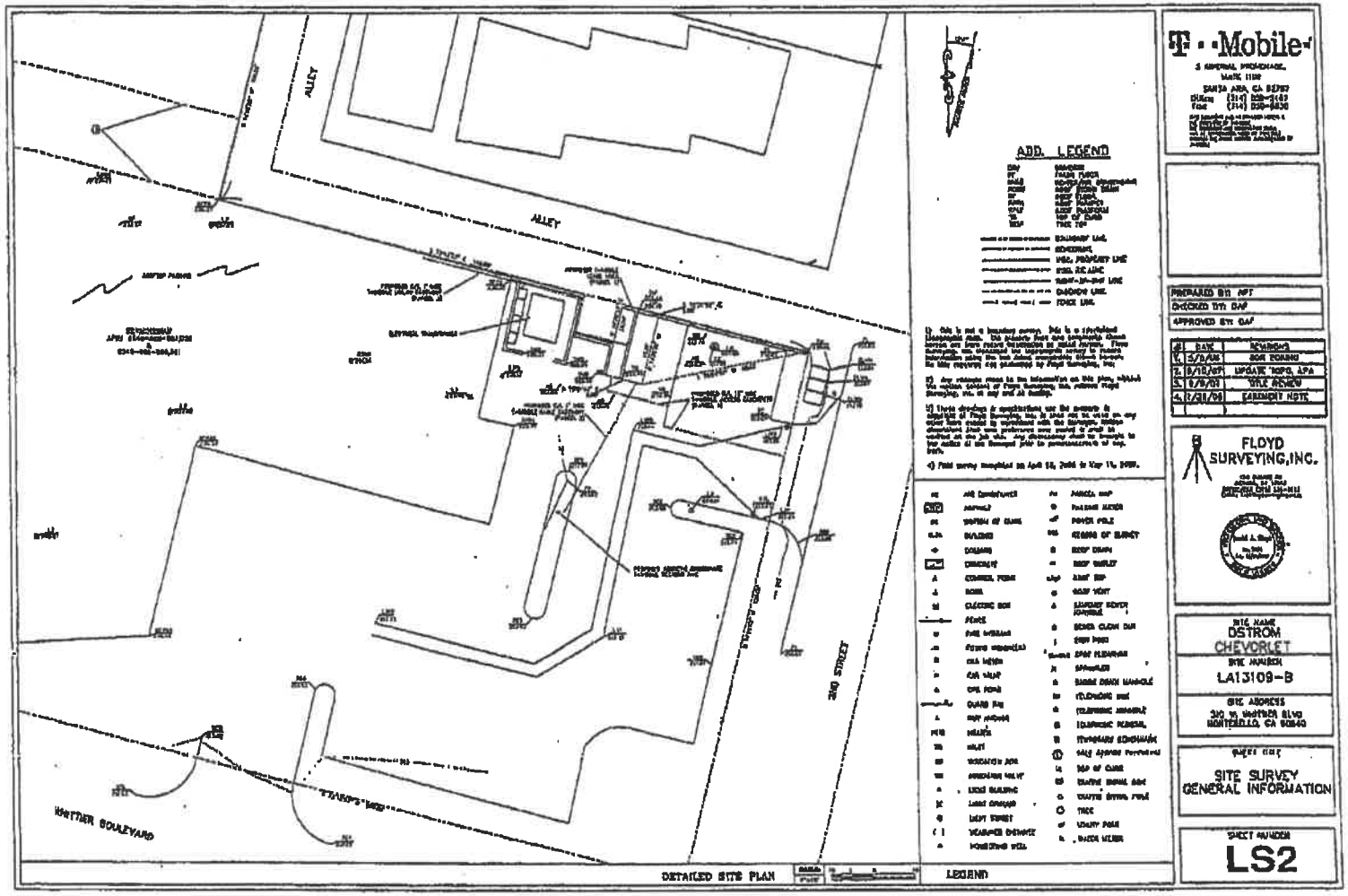
#	DATE	REVISIONS
1.	5/25/08	ADD ZONING
2.	5/12/07	UPDATE TOPO, LPA
3.	5/8/07	TITLE REPORT
4.	1/28/08	EASEMENT NOTE

FLOYD SURVEYING, INC.

SITE NAME: OSTROM CHEVORLET
SITE NUMBER: LA13109-B
SITE ADDRESS: 310 W. WHITTIER BLVD MONTEBELLO, CA 90640

SHEET TITLE: SITE SURVEY GENERAL INFORMATION

SHEET NUMBER: LS1


ALLEY
ALLEY
2ND STREET
WHITTIER BOULEVARD
ADD. LEGEND
DETAILED SITE PLAN
LEGEND
T-Mobile
PREPARED BY: APT
CHECKED BY: DAF
APPROVED BY: DAF
FLOYD SURVEYING, INC.
SITE NAME
DSTROM
CHEVORLET
SITE NUMBER
LA13109-B
SITE ADDRESS
SHEET TITLE
SITE SURVEY
GENERAL INFORMATION
SHEET NUMBER
LS2

PARCEL 1:

LOTS 23 AND 24 OF TRACT NO. 2, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 12 PAGE 13 AND 14 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

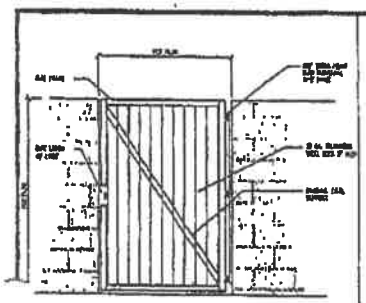
LOTS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65,

SITE PLAN
WHITTIER BOULEVARD
SECTOR 'C'
240°
SECTOR 'A'
0°
SECTOR 'B'
120°
40th STREET
30th STREET
2nd STREET
PROPERTY LINE
T-Mobile
A-1

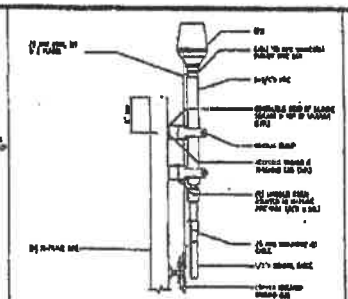
EQUIPMENT LAYOUT
ANTENNA LAYOUT
ENLARGED SITE PLAN
SECTOR 'A'
0°
SECTOR 'B'
120°
SECTOR 'C'
240°
T-Mobile
A-2

EAST ELEVATION
NORTH ELEVATION
T-Mobile
A-3

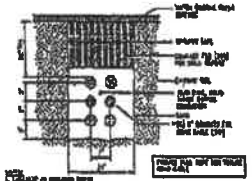
WEST ELEVATION
SOUTH ELEVATION
A4



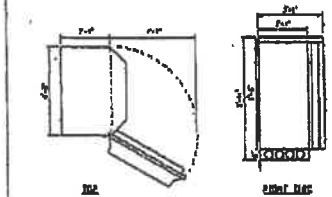
CORRUGATED GATE DETAIL 3



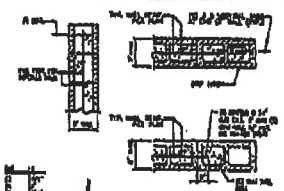
H-FRAME MOUNTED GPS DETAIL 7



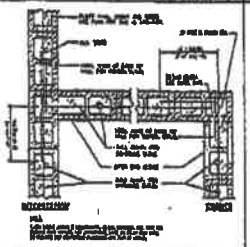
ANTENNA COAX TRENCH DETAIL 4



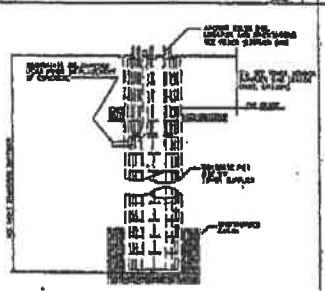
CABINET LAYOUT 1



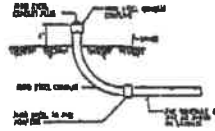
CMU DETAIL @ TOP/END



CMU DETAIL @ CORNER / INTERSECTION



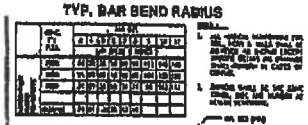
CONDUIT INTO CAISSON 5



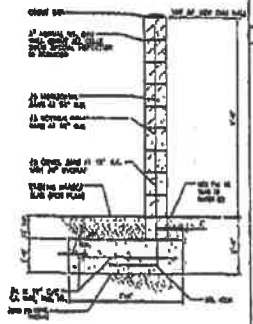
CONDUIT STUB UP DETAIL 2



TYP. BAR BEND RADIUS

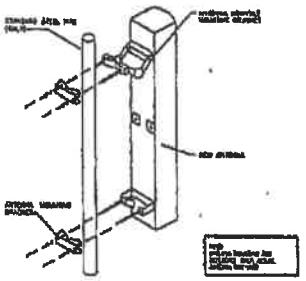


TYP. BAR LAP SPLICE

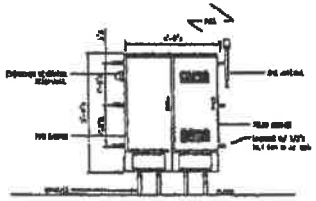


5'-0" HIGH CMU WALL SECTION

CMU WALL DETAILS 8



ANTENNA PIPE MOUNT DETAIL 6



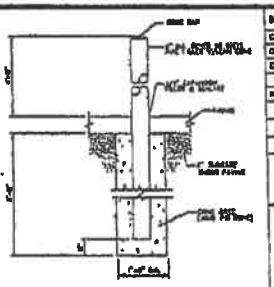
WALL MOUNTED PPC & DIS. SW. 3

T-Mobile

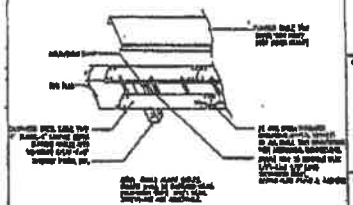
D-1

ERICSSON CABINET W/ BASE FRAME
CABINET SPECS
ANTENNA RADOME DETAIL
RBS BASE FRAME (PLYTH)
DETAIL
EQUIPMENT ENCLOSURE PLAN / SECTION
TMA DETAIL
EQUIPMENT MOUNTING DETAIL
WALL MOUNTED CONDUITS
T-Mobile
D-2

GENERAL STRUCTURAL / SITE DEVELOPMENT NOTES



BOLLARD DETAIL 1



WALL MOUNTED CABLE TRAY DETAIL 2

NOT USED 3

T-Mobile

D-3

1. THE WORK SHALL CONSIST OF FURNISHING AND INSTALLING ALL EQUIPMENT, MATERIALS, AND LABOR NECESSARY TO COMPLETE THE ELECTRICAL SYSTEMS AS SHOWN ON THE DRAWINGS AND AS SPECIFIED HEREIN. THE WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

- SERVICE ENTRANCE AND GROUNDING
- PANELBOARDS AND DISTRIBUTION EQUIPMENT
- BRANCH CIRCUITING AND CONDUIT SYSTEMS
- LIGHTING FIXTURES AND CONTROLS
- RECEPTACLES AND DEVICES
- EQUIPMENT CONNECTIONS
- FIRE ALARM SYSTEM MODIFICATIONS (IF APPLICABLE)
- TESTING AND COMMISSIONING

2. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BE LISTED BY UNDERWRITERS LABORATORIES (UL) AND BEAR THEIR LABEL, OR LISTED AND CERTIFIED BY A NATIONALLY RECOGNIZED TESTING AGENCY WHERE UL DOES NOT HAVE A LISTING. CUSTOM MADE EQUIPMENT SHALL BE COMPLETE, SELF-CASE, ENGINEERED BY THE MANUFACTURER, ASSIGNED TO AN EXPERT, TO CONFORM THE MATERIAL, EQUIPMENT, AND INSTALLATION SHALL COMPLY WITH THE REQUIREMENTS OF THE FOLLOWING:

- AMERICAN SOCIETY OF HEATING REFRIGERATING (ASTM)
- BUILDING POWER CABLE ENGINEERS ASSOCIATION (BPCA)
- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
- AMERICAN STANDARDS ASSOCIATION (ASA)
- FIRE PROTECTION ASSOCIATION (NFPA)
- UNDERWRITERS LABORATORIES, INCORPORATED (UL)
- CALIFORNIA ELECTRICAL CODE (CEC) – LATEST EDITION
- CALIFORNIA STATE OF REGULATIONS (TITLE 24, PART 6)
- INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
- ALL LOCAL CODES AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION.

WHERE THE LATEST ISSUE OF THE ABOVE CODES OR REGULATIONS, THE MOST STRINGENT SHALL APPLY.

3. THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE ALL AREAS AFFECTED BY THE WORK. HE SHALL INCORPORATE ANY NECESSARY ALTERATIONS TO THE WORK AS SHOWN ON THE DRAWINGS, AS REQUIRED BY THE CONDITIONS ENCOUNTERED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY WORK NECESSITATED BY FAILURE TO VISIT THE SITE.

4. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH A COMPLETE SET OF ELECTRICAL DRAWINGS, ADDENDA, CHANGES AND SPECIFICATIONS. HE SHALL CHECK THE DRAWINGS OF THE OTHER TRADES AND SHALL CAREFULLY NOTE ANY CONFLICTS, DISCREPANCIES AND OMISSIONS FOR CLARIFICATION. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR FROM DOING THE WORK IN COMPLETE ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS.

5. THE CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, CHARGES, AND INCIDENTAL COSTS NECESSARY FOR PERFORMING AND COMPLETION OF ELECTRICAL WORK. INCLUDE ALL CHARGES IN BASIC BID AND LABOR, ENVIRONMENTAL ASSESS.

6. THE CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER TRADES AT THE SITE. ANY CHANGES IN DETAIL WORK TO ACCOMMODATE THE COORDINATION WORK EFFORT FROM THE WORK AS SHOWN ON THE DRAWINGS SHALL BE APPROVED BY THE ENGINEER. ANY DISCREPANCIES, INCONSISTENCIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT DURING BID AND CONSTRUCTION. ANY WORK INSTALLED NOT COORDINATED WORK TO BE CHANGED TO THE SATISFACTION OF THE ARCHITECT AT NO ADDITIONAL COST TO THE OWNER.

7. THE CONTRACTOR SHALL FURNISH AND ERECT TEMPORARY LIGHTING AND POWER AS OF ENGINEER. UPON COMPLETION OF THE WORK A SET OF ACCEPTABLE CONTRACT DRAWINGS SHALL BE ENTERED FROM THE ARCHITECT, AND ALL CHANGES AS NOTED ON ALL WORKING SET OF DRAWINGS SHALL BE INCORPORATED INTO THE RECORD SET IN A NEAT, LEGIBLE, INDUSTRIALIZABLE AND PROFESSIONAL MANNER. FAILURE TO KEEP RECORD DRAWINGS UP-TO-DATE SHALL CONSTITUTE CAUSE FOR WITHHOLDING OF PROGRESS PAYMENTS.

8. ALL WORKMANSHIP AT CUTTINGS, WORKS SHALL BE NEAT AND TO A STANDARD. WHENEVER, WORK IS INTERRUPTED OR DISCONTINUED, THE OPENINGS SHALL BE CLOSED-UP AND THE WORKS LEFT IN AND FREE IN THE STRUCK. ANY CUTTINGS THAT SHALL BE MADE BY THE CONTRACTOR'S SUB. WORK IN CLOSED ENCLOSURES OR PARTITIONS SHALL BE CONCRETED WITH THE OTHER WORK IN HORIZONTAL MASTER PANELS OR SLOPES.

9. SHOP DRAWINGS SHALL BE SUBMITTED FOR ITEMS INDICATED ON PLANS. SHOP DRAWINGS SHALL INCLUDE ALL DATA AND CATALOGS, CUTS, DIAGRAMS, SIMILAR STANDARD AND MANUFACTURER'S BROCHURES.

10. WHEN ALL REQUIREMENTS OF THE SPECIFICATIONS AND/OR THE DRAWINGS HAVE BEEN FULLY EXAMINED, RE-EXAMINATION OF THE WORK WILL REQUIRE THE CONTRACTOR TO PAY THE ENGINEER'S COSTS FOR SUCH RE-EXAMINATION.

11. THE CONTRACTOR SHALL FURNISH A ONE YEAR WRITTEN GUARANTEE OF MATERIALS AND WORKMANSHIP FROM THE DATE OF SUBSTANTIAL COMPLETION.

12. ALL CONDUCTOR SHOWN TO BE RUN FOR CONNECTION TO THE CONDUCTOR SHALL BE MARKED ON BOTH ENDS WITH PERMANENT WIRE MARKERS OR OTHER APPROVED MEANS.

13. ALL FINAL CONNECTIONS TO OWNER-FURNISHED EQUIPMENT SHALL BE MADE BY THE CONTRACTOR.

14. COORDINATE WITH OTHER TRADES AS TO THE EXACT LOCATION OF WORK REQUIRING ELECTRICAL SERVICE POWER AND MAKE CONNECTION TO EQUIPMENT-REQUIRING ELECTRICAL CONNECTIONS. ADVISE THE ENGINEER OF OTHER TRADES AND LOCATIONS OF EQUIPMENT.

15. EXACT POINTS AND LOCATIONS OF CONDUIT STUB-UPS AND OPENINGS IN CONCRETE SHALL BE FLOORS OR STRUCTURAL STEEL MEMBERS SHALL BE AS SHOWN ON THE STRUCTURAL DRAWINGS. THOROUGH PROTECTION AGAINST DAMAGE TO CONCRETE, MASONRY, AND METAL WORK OF EXISTING WALLS AND SURFACES MATERIALS AS A RESPONSIBILITY OF THE CONTRACTOR. OPENINGS SHALL BE LOCATED AS APPROVED WORKED IN ORDER THAT THE SIZE AREAS OF THE STRUCTURAL WALL, FLOOR OR CEILING, EXACT LOCATION AND DIMENSIONS OF CONCRETE PENETRATIONS AND OPENINGS IN CONCRETE WALLS OR FLOORS SHALL BE AS APPROVED. DO NOT CUT OR DRILL ANY CONCRETE REINFORCING BARS IN EXISTING CONCRETE OR MASONRY, IF IN DOUBT REGARDING LOCATION OF THE REINFORCING, PRIOR CONSTRUCTION, OR CONNECTIONS EXISTING, SHALL UNLESS SHOWN, NOTIFY THE ENGINEER FOR INSTRUCTIONS BEFORE PROCEEDING. CORE DRILLING, OR OTHER APPROVED TECHNIQUES TO LOCATE EXISTING REINFORCEMENT PRIOR TO DRILLING OR CUTTING OPENINGS.

16. COORDINATE AND PROVIDE SLEEVES AND CHASES REQUIRED FOR ELECTRICAL WORK. SLEEVES SHALL BE PROVIDED FOR ALL CONDUITS PASSING THROUGH CONCRETE AND MASONRY WALLS, FLOORS AND ROOFS. CHASES SHALL BE PROVIDED FOR ALL CONDUITS PASSING THROUGH STRUCTURAL STEEL. SLEEVES SHALL BE SCHEDULE 40 GALVANIZED STEEL PIPE. MINIMUM DIAMETER SHALL BE 1 INCH.

17. CUTTING REQUIRED CONCRETE AND MASONRY WORK, ACCOMPLISH STRUCTURAL STEEL WORK, AND PREPARATIONS TO INSTALL AND ASSIGNED WORK, INCLUDING CUTTING TO INSTALL AND ASSIGNED WORK, PATCHING, CLEANING TO ORIGINAL CONDITION AND BE INCLUDED IN ALL APPROPRIATE.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION, TRENCHING, INSTALLATION, BACKFILLING AND REMOVAL OF EQUIPMENT AND MATERIALS AS REQUIRED TO PERFORM THIS WORK. ATTENTION IS CALLED TO THE FACT THAT THERE MAY EXPOSE UNDERGROUND UTILITY LINES. THE CONTRACTOR SHALL USE EXTREME CARE WHEN TRENCHING FOR THIS WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIR AND APPROVED REPAIR OF ANY AND ALL DAMAGES CAUSED BY HIM OR HIS WORK.

19. WHERE A DISCREPANCY OR CONFLICT OR USE OF SERVICE, WIRE, CABINET DEVICES, CIRCUIT BREAKERS, GROUND FAULT PROTECTION SYSTEMS, ETC. ARE ENCOUNTERED, ASPECT OF THE ENGINEER OR SPECIFICATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL EQUIPMENT AND DEVICES REQUIRED BY THE STRICTEST CONDITIONS LISTED ON THE DRAWINGS OR IN THE SPECIFICATIONS OR WHICHEVER COMPLIANCE AND OPTIMUM PERFORMANCE AS DESIGNED BY THE CODES AND AUTHORITIES/OWNERS.

20. PROVIDE PENETRATIONS, OF ANY KIND, IN FIRE AND SMOKE PARTITIONS, NON-RATED SURFACES, AS PER 2001-2003 CBC, SHALL BE FIRESTOPPED AND SEALED WITH AN APPROVED SYSTEM, ASSEMBLY RATINGS.

21. EQUIPMENT LOCATIONS, DEPTHS, AND CLEARANCE SHALL BE PROVIDED WHERE REQUIRED BY ALL CODES OR AUTHORITY HAVING JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY WORK THAT FAILS TO MEET THESE REQUIREMENTS. ALL CODES SHALL BE CONSIDERED AS MINIMUM. LOCATIONS SHALL BE COORDINATED WITH THE OTHER TRADES AND BE APPROVED BY THE ENGINEER.

22. MINIMUM SPACING OF RECEPTACLES IN PUBLIC OR AMERICAN-RATED SPACE SHALL CONFORM TO THE CALIFORNIA ELECTRICAL CODE, ARTICLE 210-6.

23. DISCONNECTING SWITCH SHALL BE PROVIDED WITH HOOK LOCK AND OF APPROVED TYPE FOR MOTOR LOADS AND ENCLOSED WHERE EXPOSED TO VIEW WITH BODY OF BLACK ENAMELED, CONSTANT SPEED, TO PROVIDE FOR ALL CIRCUITS IN THE GENERAL DISTRIBUTION AND POWER AND MINIMUM CONFIGURATIONS OR MODIFICATIONS, INCORPORATING PRODUCTS, CONVENTIONAL TERMINAL CHANGES, EQUIPMENT CHANGES, ETC. ALL ENCLOSURES SHALL BE SUPPLIED WITH SCREWS, PULL BOXES, JUNCTION BOXES, AND BLANK BOXES SHALL BE MINIMUM SIZE & MINIMUM SPACES.

24. ALL BOX LOCATIONS OF ALL ELECTRICAL DEVICES AND EQUIPMENT SHALL BE COORDINATED WITH THE DETAILS, OR DETAILS WHICH NO CONFLICTION.

25. GUARDS ARE RECOMMENDED CABLE TRAYS OF CONDUIT, RACEWAY, CABLE TRAYS, AND/OR LADDER RACKS SHALL BE AT THE DISCRETION OF THE FOUNDATION ENGINEER OTHERWISE NOTED AND SHALL BE COORDINATED WITH OTHER TRADES. DO NOT SCALE THE ELECTRICAL DRAWINGS FOR LOCATIONS OF ANY ELECTRICAL, ARCHITECTURAL, MECHANICAL, CIVIL OR STRUCTURAL ITEMS OF EQUIPMENT.

26. ALL EQUIPMENT SHALL BE CLEANED (IN NON-CORROSIVE FILL, STATE BOARD/NOTE COMPLIANCE, SEE NOTE 7) INCLUDED CLEANED AND AND AS REQUIRED CLEANED DRY AND ALL LATEST VALUES NOTED OTHERWISE, CONFORMING (IN DOC AND SHALLER SHALL BE SOLD). EQUIPMENT IS ARE AND LARGER SHALL BE LABORED.

27. ALL OUTDOOR ELECTRICAL DEVICES AS EQUIPMENT SHALL BE OF WEATHERPROOF TYPE.

28. ALL CONNECTIONS TO GROUND ANCHOR SHALL BE MADE WITHIN FIVE CONFIRMATION CONNECTIONS (2 HOLE LUGS). NUTS SHALL BE SOLDED TO ACCOMPANIES ALL CONNECTIONS.

ELECTRICAL GENERAL NOTES

2 ABBREVIATIONS & SYMBOLS 1

A	AMP(S)
AF	AMP FUSE
AFF	ABOVE FINISHED FLOOR
AIC	"AMPERES INTERRUPTING CAPACITY"
AS	AMP SWITCH
ASCC	AMPERES SHORT CIRCUIT CURRENT
C	"CONDUIT, WITH PROVISIONS AS NOTED" BY ENGINEER OR SPECIFICATIONS.
CEC	"CURRENT-CARRYING" FULL SIZE, PER ALL COPPER CONDUIT AS NOTED.
CKT	CIRCUIT
CSA	"CALIFORNIA"
CVA	"CALIFORNIA"
DEC	"DECORATIVE"
DC	"DC CIRCUIT"
F	FUSE
FEC	FUSE.
FCS	FUSE CURRENT-LIMITING
T	TRANSFORMER
UNO	UNLESS NOTED OTHERWISE
V	"VOLTS"
W	WIRE
WP	"WEATHERPROOF", NEMA 3R
Y	"WYE" OR "STAR"
	ELECTRICAL EQUIPMENT SHOWN DASHED OR CENTERED.
	TELEPHONE CONDUIT WITH PULL LINE IN PLACE.
	ELECTRICAL CONDUIT WITH PULL LINE IN PLACE.
	CONDUIT, BELOW/UNDER CONDUIT WITH PULL LACED IN PLACE.
	(3 #12, 3/4", THWN, WITH, COPPER WIRE SHOWN. (OTHERWISE INDICATED)
	CONDUIT STUBBED OUT AND CAPPED, WITH PULL LINE IN PLACE.
	CONDUIT RISES OR DROPS IN CONNECT RUNS BETWEEN DEVICES OR EQUIPMENT. CONDUIT SHALL BE CONCEALED IN CEILING OR WALLS UNLESS OTHERWISE INDICATED. WHERE MULTIPLE CONDUITS ARE RUN IN PARALLEL, THE SIZE AND NUMBER OF CONDUCTORS IN EACH AS SHOWN, MINIMUM DIAMETER TO CONDUIT SHALL BE 3/4". ALL CONDUITS SHALL CONTAIN ONE GREEN WIRE SIZED PER N.E.C. #12 AWG, #10 AWG INSULATED GROUND WIRE.
3-#12	CONDUIT RUN TO PANELBOARD, LETTER AND NUMERALS INDICATE ELECTRICAL PANEL AND CIRCUIT NUMBER.
	ISOLATED GROUND WIRE. RUN IN ADDITION TO REGULAR GROUND WIRE.
	RECESSED COMMUNICATION TERMINAL CABINET.
	SURFACE MOUNTED COMMUNICATION TERMINAL CABINET.
	JUNCTION BOX PECKTVA, TYPE FLUSH MOUNTED.
	TELEPHONE TERMINAL, INCREMENT WITH 3/4" BOX STUBS AND MANILA ROPE PULLER, 6'-0" ABOVE FINISH GRADE.
GFCI	GROUND FAULT PROTECTION DEVICE.
	EXOTHERMIC CONNECTION
	JUNCTION/DOUBLE CONNECTION.
	#6 GROUND, #10 COPPER GROUND WIRE.
	GROUND ROD INSPECTION WELL.
	CONNECTION TO GROUND, MINIMUM TWO ROD OF THE FOLLOWING KINDS, THE UFC, COLD WATER PIPES, METAL EQUIPMENT FOR ALL GROUND RODS(S) WITH A TOTAL RESISTANCE OF 5 Ω OR LESS.
	GROUND BUSBAR, WITH (#2) OR EQUIVALENT.
	GROUND BUSBAR, WITH SERVICE GROUND.

DATE: 02/26/20

DRN:	ENGINEER:	CHK:	
DESIGN:	CHK:		
CHECKED:	APP:		

REVISIONS

NO	DATE	DESCRIPTION	BY
1	11/19/19	PLANS SET 1	
2	12/19/19	PLANS SET 2	
3	01/19/20	PLANS SET 3	
4	02/26/20	PLANS SET 4	

PROFESSIONAL CERTIFICATION

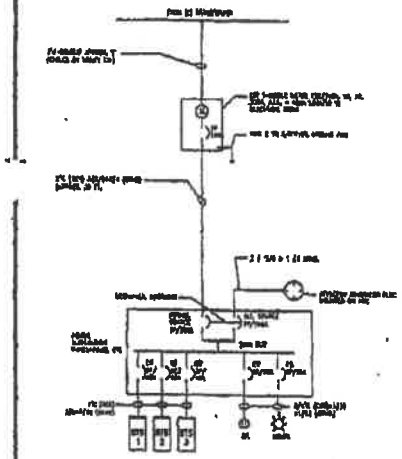
T··Mobile·
3 IMPERIAL PROMENADE, SUITE 1150
SANTA ANA, CA 92707

EDG
ENGINEERING DESIGN GROUP, LLC
20 CORPORATE PARK, SUITE 200
IRVINE, CALIFORNIA 92606
(949) 261-1022

SITE ADDRESS
SANTA ANA
ANTENNA INSTALLATION
700 W. MAPLE AVE.
SANTA ANA, CA 92707
COUNTY OF LOS ANGELES

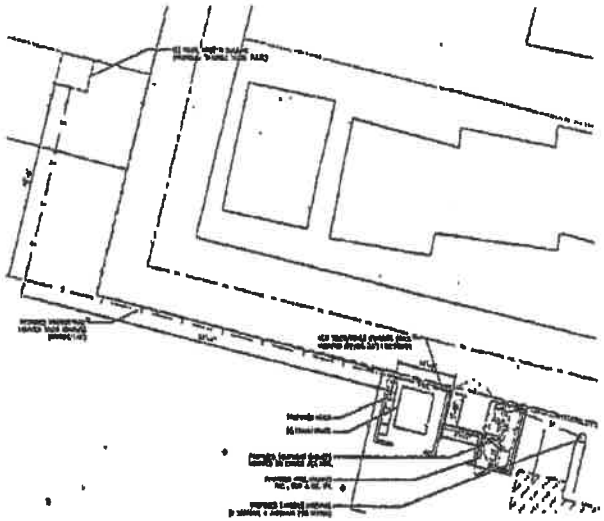
TITLE
ELECTRICAL NOTES & ABBREVIATIONS

SHEET NUMBER
EN-1

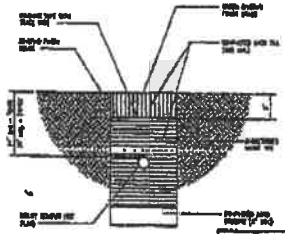


ELECTRICAL SINGLE-LINE DIAGRAM

NOTED
UTILITY PLAN IS PRELIMINARY PENDING RECEIPT OF LOCAL UTILITY PLANNER DESIGN.



ELECTRICAL SITE PLAN, SPECIFICATIONS



UTILITY TRENCHING

VOLTS: 120/240	BUS: 200A	MAIN CB: 2P/200A	LOCATION: EXTERIOR	PANEL: EPA
PHASE: 3	WIRE: 4	MOUNTING: SURFACE	MCB: 22 KA	

LOAD	φA	VA							φA	VA	LOAD
RBS / 913 α1											LOCK
RBS / 913 β1											SPARE
RBS / 913 γ1											
SPARE											

1. ALL METALS AND PARTS IN ANTENNA SYSTEM, INCLUDING GROUNDING, INSULATION AND IDENTIFICATION MAY NOT BE USED BEFORE INSPECTION.

2. GROUND ALL ANTENNA MASTS, FRAMES, CABLE TRAYS AND OTHER METALLIC COMPONENTS WHICH AT GROUND LEVEL AND CONNECTED TO EXISTING GROUNDING GRID AT LEAST AT TWO(2) POINTS DIAGONAL AND AS MANUFACTURER'S REQUIRES FOR GROUNDING REQUIREMENTS. GROUNDING SHALL CONFORM AS WITH OTHER MANUFACTURER'S TRAINING ALL GROUNDING SHALL COMPLY WITH NEC ARTICLE 250 AND ANSI/EIA/TIA 222 STANDARD. ALL GROUNDING SHALL BE INSPECTED BY THE POST CONSTRUCTION.

3. ALL GROUND CONDUCTORS SHALL BE #6 AWG SOLID, ALL WIRE SHALL BE COPPER WIRE/CABLE. ALL GROUND WIRE SHALL BE IN CONDUIT OR GREEN INSULATED WIRE.

4. BOND ANY TWO GROUNDS TO GROUND TO A MINIMUM OF 3 TO 10 OHMS MEASURE. GROUND CONTRACTOR SHALL PROVIDE RESULTS TO ARCHITECT/ENGINEER PRIOR TO CONNECTING TO EXISTING GROUND CONDUCTORS FROM THE ANTENNA TO GROUNDING RODS, GROUNDING BUS BARS OR PANELS, TEE BAR WILL BE INSPECTED BY THE POST CONSTRUCTION.

5. INSULATE ANTENNA/CHANNELS AT POINT ARE AND ATTACHED GROUNDING CONDUCTOR SYSTEM ARE IN GOOD ELECTRICAL CONDITION.

6. ANY EXISTING GROUNDING RING OR MAIN BUSBAR SHALL CONFIRM WITH AS BUILT ON PLANS.

7. ALL EXTERNALLY MOUNTED GROUNDING CONNECTIONS SHALL BE INSTALLED BELOW GRADE IN TRENCH, LEADS, AND THEN PULL BACK TO CONNECTION.

8. AS POSSIBLE, MAKE A MINIMUM 12" BENDING RADIUS BUT LESS THAN 90°.

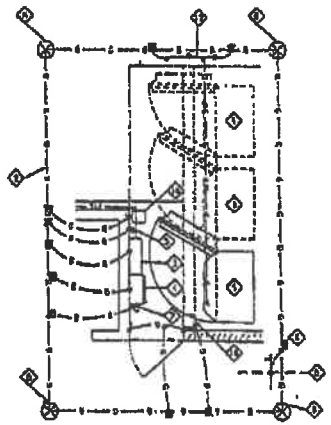
9. ALL GROUND CONNECTIONS, OTHER CHANNEL, PIPE OR PIPE CLAMPS SHALL BE BONDED TO GROUND STRIKE AT A POINT NEARBY BY MEANS OF #6 AWG SOLID COPPER WIRE WITH A MINIMUM NO. 5 BARE COPPER CONNECTOR AND EXOTHERMIC CONNECTION AT BOTH.

10. FINISH "EXPOSED" GROUND WITH CONNECTORS AND ANTENNA LEADS CONNECTIONS AT ANTENNA GROUND CONNECTION CONNECTIONS.

11. MAKE A DRAWING OF "AS-BUILT" OR "TO-BE-AS" APPLIED TO THE CONSTRUCTION.

12. ALL BONDED CONNECTION WARRANTS AT EQUIPMENT SHALL BE TYPE AND BE OF SHALL BOND-ME WITH "AS-BUILT" OR "TO-BE-AS" APPLIED TO THE CONSTRUCTION.

GROUNDING NOTES



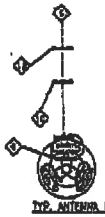
ELECTRICAL GROUNDING PLAN

KEY NOTES

1. PROPOSED T-MOBILE ANTENNA ASSEMBLY (3 TOTAL)
2. (N) GROUND ROD AND (E) EXISTING GROUND WIRE (BACK) 18" BELOW GRADE OR 6" BELOW FROST LINE.
3. EQUIPMENT RACKS
4. PPC
5. GPS ANTENNA
6. (N) GROUND BUS BAR 4" INCH WIDTH
7. EXISTING EQUIPMENT RACKS
8. GROUND ROD
9. SPACER
10. (N) GROUND BUS BAR 24" (2) PLACES OF (N) RACK
11. (N) 2 INSULATED COPPER GROUND WIRE TO ANTENNA BUSING BAR BAR AT BASE AREA. (EXISTING CABLE ROUTING)
12. (N) GROUND BUS BAR 4 COMPOSITE
13. ANTENNA GROUND BAR BAR IN LEASE AREA
14. EQUIPMENT GROUND BAR BAR IN BASE AREA
15. EQUIPMENT GROUND BAR BAR IN LEASE AREA
16. (N) 2 INSULATED COPPER GROUND WIRE
17. GENERAL LOCATION

LEGEND

- ⊕ EXOTHERMIC CONNECTION
- ⊗ EXISTING WALL MOUNTED/GROUNDED CONNECTION
- ⊗ #4 AWG SOLID COPPER, OR COPPER CLAD STEEL GROUND WIRE OR 10'-0" O.C. (MIN)
- --#-- (E) AND REVISED COPPER GROUND WIRE, BONDED OR GROUND SYSTEM.
- GBB GENERAL BONDING



TYP. ANTENNA GROUNDING

DATE:	02/11/08
DWG. ENGINEER:	EDG
CHECKED BY:	EDG
CHECKED BY:	JTC

REVISIONS

REV	DATE	DESCRIPTION	BY
A	01/30/08	100% REVIEW	EDG
B	01/31/08	100% REVIEW	EDG
C	02/11/08	100% REVIEW	EDG

T-Mobile
3 HUTTON CENTRE DRIVE, SUITE 100
SANTA ANA, CA 92707

PROJECT MANAGER:

DWG. ENGINEER:

EDG
ENGINEERING DESIGN GROUP, LLC
Established 2000
Phone: 951-699-0111
Fax: 951-699-0111
Email: edg@edg-llc.com
Website: www.edg-llc.com
Date: 02/11/08

CONSULTANT:

SITE NAME: BETHEL CHURCH/LEE

SITE NUMBER: SA1331068

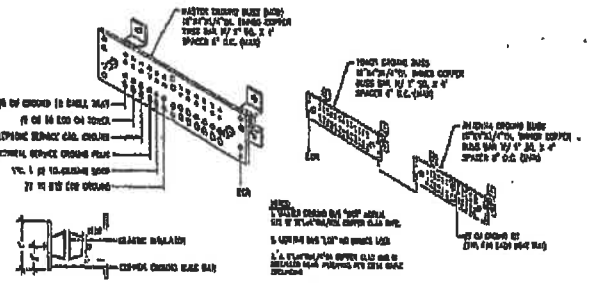
SITE TYPE: SLIM LAND ANTENNA INSTALLATION

LOCATION: 210 W. WHITTIER BLVD. MONTEBELLO, CA 90640 COUNTY OF LOS ANGELES

APN:

TITLE: GROUNDING PLAN, NOTES, DETAILS

SHEET NUMBER: E-2



GROUND BUS BAR DETAIL



GROUND ROD DETAIL

UNUSED

UNUSED

BATTERY CHEMICAL CLASSIFICATION

UNUSED

CONSTRUCTION KEY NOTES

BTS CONDUIT PLAN

CADWELD CONNECTION DETAILS

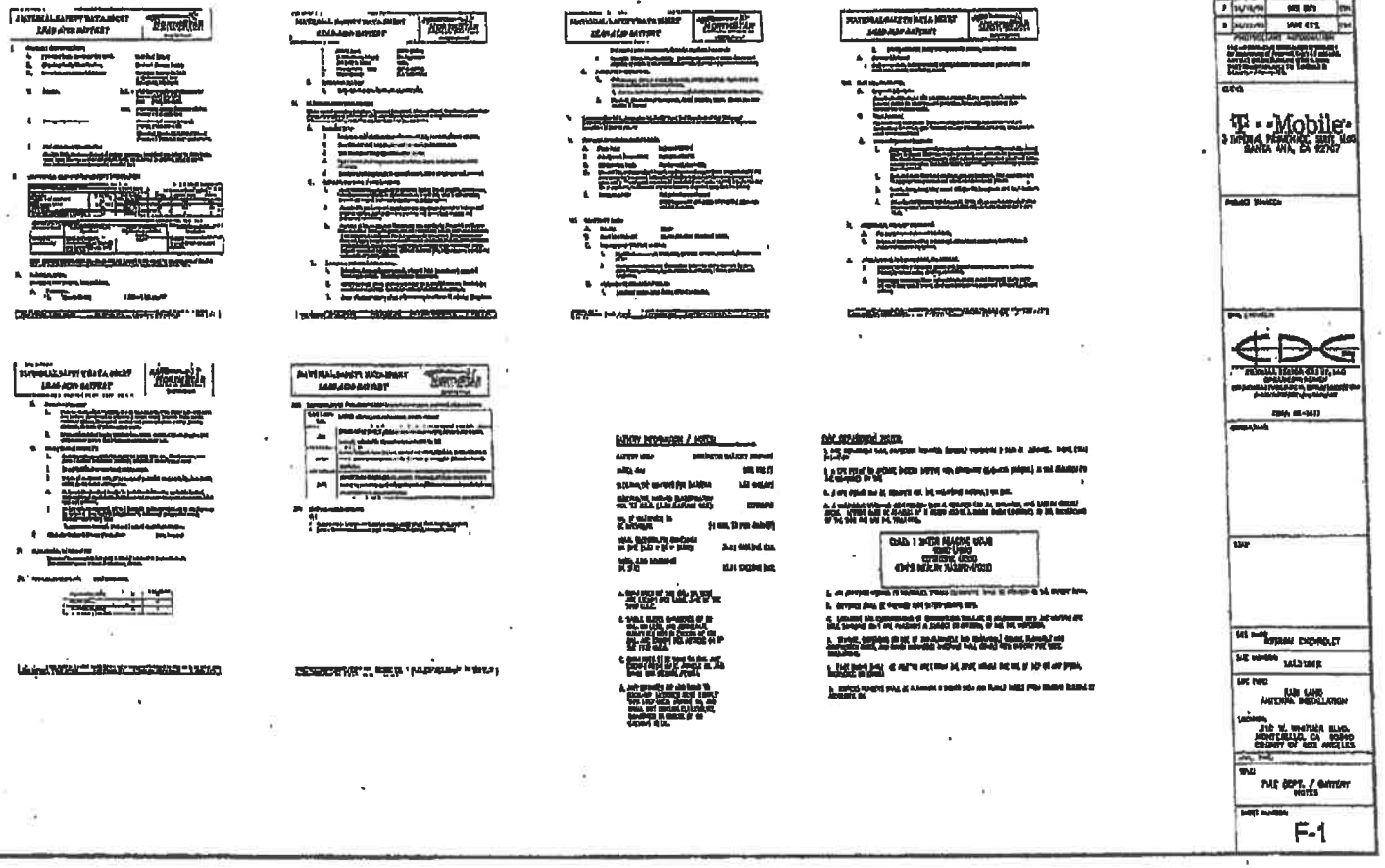
PENETRATION FIRE STOPPING

ANTENNA CABLE GROUND KIT

MECHANICAL CONNECTION DETAILS

T··Mobile·

E-3



DATE 03/28/06

DRAWN BY	CSM
CHECKED BY	JPC

REVISIONS

NO	DATE	DESCRIPTION	BY
5	11/29/07	ZONE SET	CSM
4	11/15/07	ADD SET	CSM
3	10/23/07	ADD SET	CSM

PROPRIETARY INFORMATION

T··Mobile·
3 MASADA PERSPECTIVE, SUITE 1000
SANTA ANA, CA 92707

EDG

FUSS, CA 92833

SITE NAME: MONTEBELLO CHEVROLET

SITE NUMBER: LA01396-B

SITE TYPE: ELEV. LAND
ANTENNA INSTALLATION

ADDRESS:
310 W. WHITTIER BLVD.
MONTEBELLO, CA 90640
COUNTY OF LOS ANGELES

TITLE: FIRE DEPT. / SAFETY NOTES

SHEET NUMBER: F-1

EXHIBIT C

Memorandum of Lease

Recorded, Requested By, and
When Recorded Return To:
Omnipoint Communications Inc.
3 Imperial Promenade, Suite 1100
Santa Ana, CA 92707
Attn: Lease Administration

MEMORANDUM OF LEASE

This Memorandum of Lease with option ("Memorandum") dated as of _____ *[date]* is entered into between Ara Sevacherian, a married man as his sole and separate property, ("Landlord") and Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc. ("Tenant") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of six (6) months after the date of the Lease with up to one additional six (6) months renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the exercise of the option period. Tenant shall have the right to extend this Lease for two (2) additional Five-year terms.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

Landlord: Ara Sevacherian, A married man as his sole and separate property	Tenant: Omnipoint Communications, Inc., a subsidiary of T-Mobile USA, Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Legal Description of the Premises

APN: 6346-023-032

See Attached

Exhibit A

Legal Description of the Premises
Assessor's Parcel No. 6346-023-032, 033, 6346-022-031, 030

Parcel 1:

Lots 53 and 54 of the Town of Newmark in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72 Pages 93 and 94 of miscellaneous records, in the Office of the County Recorder of said County.

Parcel 2:

Lots 25, 26 27, 28, 29, 30, 32, 34, 49, 50, 51, 52, 55, 56 and 58 of the Town of Newmark, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72 Pages 93 and 94 of miscellaneous records, in the Office of the County Recorder of said County.

Parcel 3:

That potion of the 20 foot wide alley lying Westerly of the Southerly prolongation of the Easterly line of Lot 32 of the town of Newmark Tract, to the Easterly Right-of-way line of Third Street, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of miscellaneous records, in the Office of the County Recorder of said County.

Parcel 4:

That portion of the 20 foot wide alley lying 50 feet northerly of the Westerly prolongation of the Southerly line of Lot 55 of the Town of Newmark Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of miscellaneous records, in the Office of the county Recorder of said County.

Parcel 5:

That portion of Third Street bounded to the East by the Easterly Right-of-way line of Third Street (60 feet wide) to the West by the Westerly right-of-way line of said Third Street, to the South by the Northerly Right-of-way line of Whittier Boulevard (80 feet wide), to the North by the Southerly Right-of-way line of a cul-de-sac, last said line is more particularly described as follows:

Beginning at the Southwest corner of Lot 32 of the Town of Newmark Tract, thence Northerly along the Westerly line of said Lot 32, said line is coincident with the Easterly Right-of-way line of Third Street (60 feet wide) North 14° 27' 00" East 26.05 Feet to a Point on a non-tangent curve concave Northerly having a radius of 40 feet and to which point a radial line bears South 15°33' 00" East; said point is the true point of beginning; thence Southwesterly 14.94 feet along said curve through a central angle of 21°23' 51" to the beginning of a non-tangent line; thence Southwesterly along said line South 56° 11' 29" West 4.48 feet to the beginning of a non-tangent curve concave to the Northeast having a radius of 40 feet and to which a radial line bears South 38° 31' 06" West; thence Northwesterly and Northeasterly 46.03 feet along said curve through a central angle of 65° 55' 46" to a point on the Westerly Right-of-way line of said third Street said point being distant 10.49 feet more or less from the Northeasterly corner of Lot 55 of the Town of Newmark Tract.

The above mentioned Third Street and Whittier Boulevard are per the Town of Newmark Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of the miscellaneous records, in the Office of the County Recorder of said County.

Parcel 6:

That portion of the 20 foot wide alley lying Westerly of the Southerly prolongation of the Easterly line to Lot 55 of the Town of Newmark Tract, said line is also known as the Westerly Right-of-way line of Third Street (60 feet wide), to the Southerly prolongation of the Westerly line of Lot 56 of said Tract, last said line is also known as the Easterly Right-of-way line of Fourth Street (60 feet wide), said streets and alley per the Map of the Town of Newmark Tract, in the City of Montebello, County of Los Angeles, State of California, as per Map recorded in Book 72, Pages 93 and 94 of the miscellaneous records, in the Office of the County Recorder of said County.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____ }

On _____ (Date) before me, _____ (Here Insert Name and Title of the Officer)

personally appeared _____ (Name(s) of Signer(s))

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____ (Signature of Notary Public)

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ADDENDUM TO SITE LEASE WITH OPTI
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 1(c) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(c) If Tenant exercises the Option, then, subject to the following terms and conditions, Landlord hereby leases to Tenant the Premises (as defined below), together with easements for access and utilities, as described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 310 W. Whittier Blvd, Montebello, CA 90640, comprises approximately 150 square feet.

Section 4(b) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(b) Rent shall be adjusted annually on the anniversary date ("Adjustment Date") of the Commencement Date on the basis of changes in the index number set forth in the "Consumer Price Index for Urban Wage Earners and Clerical Workers – All Items, U.S. City Average" (1982-1984=100) published by the Bureau of Labor Statistics, United States Department of Labor ("CPI") as follows: the Rent shall be determined by multiplying the Rent payable during the preceding lease year by the sum of: (i) one, plus (ii) the percentage increase in the CPI during the prior year; provided, however, that in no event shall the Rent for such lease year exceed one hundred five percent (105%) of the Rent for the immediately preceding lease year or be less than one hundred three percent (103%) of the Rent for the immediately preceding lease year.

(c) Landlord shall perform the above-referenced Rent adjustment computation. Until such time as Landlord makes such computation and provides Tenant with written documentation of any necessary rental adjustment, Tenant shall pay to Landlord the then current Rent increased by three percent (3%) commencing on each Adjustment Date. In the event the rental adjustment computation provided by Landlord requires an increase in the amount of the annual Rent greater than three percent (3%), Tenant shall, within thirty (30) days following Landlord giving notice to Tenant of the computation of any such increase, pay to Landlord the additional amount of such increase, retroactive to the applicable Adjustment Date provided that Landlord must provide such documentation within sixty (60) days of each applicable Adjustment Date or the rate of increase shall stay at three percent (3%) until the next Adjustment Date.

(d) If at any time the CPI ceases to incorporate a significant number of items, if a substantial change is made in the method of establishing the CPI, or if issuance of the CPI shall be discontinued, then the Landlord and Tenant shall mutually agree upon another standard recognized cost of living index issued by the United States Government or, if none, another appropriate index as a substitute for the index so discontinued. In either case, the substitute index chosen shall result in increases in the Rent similar to those that had been, or would have been, generated by the CPI and shall not exceed five percent (5%) nor fall below three percent (3%).

(e) If this Lease is terminated at a time other than on the last day prior to an anniversary date of the Commencement Date for any reason other than a default by Tenant, Rent shall be prorated as of the date of termination, and all prepaid Rent shall be refunded to Tenant.

Section 5 of the Lease Agreement shall be deleted in its entirety and replaced with the following:

5. Permitted Use.

(a) The Premises may be used by Tenant only for the transmission, amplification and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal, modification, upgrade or replacement of related facilities, including, without limitation, a light pole replacement and base, antennas, microwave dishes, equipment shelters and/or cabinets and related equipment and activities as more fully set forth in the plans and specifications contained in the Exhibit B attached hereto.

(b) Notwithstanding the foregoing, Tenant, at its sole expense, shall have the right to remove the existing light pole standard currently located in the approximate area designated on the Exhibit B as the area for the new "Light Pole Replacement". Upon removal, Tenant shall either dispose of the light pole standard or deliver it to a storage location within the immediate surrounding area for storage by Landlord at Landlord's election and cost. Following removal, Tenant shall have the right to replace the former light pole standard with a replacement light pole standard up to fifty (50) feet high that is structurally capable of supporting Tenant's antennas and other ancillary equipment and the light fixtures previously located on the light standard that was removed (the "Light Pole Replacement"). Upon installation of the Light Pole Replacement, Tenant shall re-install the former light fixtures at twenty-two (22) feet high and shall thereafter maintain the Light Pole Replacement during the entire term of this Lease provided that Landlord shall thereafter be solely responsible for changing out any light fixtures located thereon as necessary. Title and ownership of the light fixtures shall at all times remain with Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall be obligated to remove the Antenna Facilities within sixty (60) days from such expiration or earlier termination.

Section 7 of the Lease Agreement shall be deleted in its entirety and replaced with the following:

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, including, without limitation, antenna(s), coaxial cable, base units, location based systems, and other associated equipment (collectively, the "Antenna Facilities"), per plans and specifications attached hereto as Exhibit B. Tenant has the right to modify or upgrade the Antenna Facilities as long as Tenant does not exceed the boundary of the leased Premises and does not substantially and materially alter the physical appearance of the Antenna Facilities located on the Light Pole Replacement. Except as otherwise permitted herein, Tenant shall not make changes to the Antenna Facilities without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed, conditioned or denied. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances, and shall discharge or bond any mechanic's lien filed or recorded. Landlord acknowledges that it shall not interfere with any aspects of construction, including, without limitation, attempting to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below) ("Construction Interference"), provided that the Antenna Facilities are being constructed and installed in accordance with the plans and specifications attached hereto as Exhibit B. Landlord further acknowledges that it will be responsible for any costs and damages (including, fines and penalties) that are directly attributable to Landlord's Construction Interference.

(b) In no event will Landlord be required to consent to any future installation or other work by Tenant which is likely to damage or disrupt Landlord's Property and business operations or would, in Landlord's reasonable judgment, adversely affect the proper functioning of any mechanical, electrical, sanitary or other similar systems servicing or located on the Property. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during this Lease and shall be obligated to remove the Antenna Facilities upon the expiration or earlier termination of this Lease within sixty(60) days from such expiration or earlier termination.

(c) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of Concrete Masonry Unit ("CMU") walls, gates and doors, per Plans and Specifications attached hereto as Exhibit B.

(d) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(e) Tenant shall have the right to install and maintain power and telephone service cable in, under and across the Property as depicted on the plans and specifications attached hereto as Exhibit B, at Tenant's expense. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant and shall pay for such service at the rate charged by the servicing utility provider. Landlord shall diligently correct any interruption or failure of utility service caused by and within the control of Landlord.

(f) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant the right in, under and across the Property as depicted on the plans and specifications attached hereto as Exhibit B for ingress, egress, and access (including access for the purposes described in Section 1) to the Premises adequate to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term. The rights provided hereunder shall have the same term as this Lease.

(g) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises ("Access") at all times during the Initial Term of this Lease and any Renewal Term at no additional charge to the Tenant. Tenant's access shall not unreasonably impede with other tenants or Landlord's access to the Property.

Section 8 (c) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(c) If, in Tenant's reasonable judgment, the Premises cannot be used for the purpose described herein due to radio frequency transmission and reception issues related to either: (i) other radio frequency sources, (ii) engineering system design or (iii) physical changes in the buildings and improvements in the vicinity of the Property following the Commencement Date, Tenant may, following the expiration of the Initial Term, terminate this Lease upon twelve (12) months prior written notice to Landlord provided that Tenant shall pay to Landlord, in addition to any amounts which may be due at the time of such notice or prior to the date of such termination, a one-time fee due upon the effective date of termination equal to six (6) times the monthly Rent as liquidated damages. Notwithstanding the foregoing, Tenant represents that to the best of its knowledge as of the date hereof: (i) The Premises are appropriate for Tenant's intended purposes as set forth herein; and (ii) There are no design or engineering specification changes currently contemplated which would make the Premises unusable for Tenant's intended purposes.

Section 8 (d) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant; or

Section 8(f) of the Lease Agreement shall b deleted in its entirety and replaced as follows:

(f) Upon thirty (30) days written notice and payment of a one-time termination fee as liquidated damages which shall be paid by Tenant on or before the effective date of termination in an amount equal to six (6) times the then current monthly Rent if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons.

Section 9 Default and Right to Cure of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(a) Except as otherwise specifically provided in this Agreement, Tenant shall be in default under this Agreement if (i) Tenant fails to pay the Rent within ten (10) days of receipt of written notice from Landlord that such payment is past due or (ii) if Tenant fails to perform any other obligation, covenant or condition of Tenant under this Agreement within thirty (30) days after receipt of Landlord's written notice to Tenant of such failure.

(b) In the event of a default by Tenant beyond any and all applicable grace or cure periods, in addition to any other rights or remedies Landlord may have under this Agreement, Landlord may revoke Tenant's rights to use the Premises, whereupon Tenant shall cease its use of the Premises and shall remove the Antenna Facilities and repair and restore the Premises to the condition it was in before Tenant installed the Antenna Facilities normal wear and tear or other casualty excepted, in accordance with all applicable laws, codes, statutes, ordinances and regulations in effect as of the date of such restoration.

(c) Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at the lower of ten percent (10%) per annum or the maximum lawful rate of interest from the due date until paid unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease. In addition to such interest: (i) if rent or other amounts are not paid within fifteen (15) days after the same is due, a late charge equal to 6% of the amount overdue or $100, whichever is greater, shall be assessed and shall accrue for each calendar month or part thereof until such rental, including the late charge, is paid in full, which late charge Tenant hereby agrees is a reasonable estimate of the damages Landlord shall suffer as a result of Tenant's late payment.

(d) Unless otherwise set forth herein, Landlord shall be in default under this Agreement if Landlord fails to perform any obligation, covenant or condition of Landlord under this Agreement within thirty (30) days after receipt of Tenant's written notice to Landlord of such failure.

Section 11(a) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(a) Tenant shall provide Commercial General Liability insurance in an aggregate amount of Two Million and no/100 dollars (2,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Such limits may be satisfied by a combination of primary and umbrella policies.

Section 15 of the Lease Agreement shall be deleted in its entirety and replaced as follows:

15. Assignment and Subleasing.

(a) Tenant may assign this Lease and the easements granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder accruing after the date of the assignment and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder after the date of the assignment. Tenant may sublease the Premises, upon written notice to Landlord (including a copy of the signed sublease) provided, without limitation, that such sublease shall be subject to all of the provisions of this Lease.

(b) Tenant and Landlord acknowledge and agree that the height of the Light Pole Replacement shown on the plans and specifications attached hereto as Exhibit B is shown as 50 feet (instead of the 45 foot height required for Tenant's purposes) in order to allow room for the subleasing (or licensing) by Tenant of space on the Light Pole Replacement for the placement of antennas ("Co-location") by one or more other cellular communications companies (each a "Sublessee"). Landlord shall be entitled to additional rent from Tenant equal to fifty percent (50%) of any rent actually received by Tenant from such Sublessee (whether the Co-location is on the Light Pole Replacement or on another Antenna Facility on the Premises), excepting only that no such additional rent shall be payable to Landlord in the event that, concurrently with and throughout the term of such Co-location, the Sublessee leases space on the Property from Landlord.

(c) Additionally, Tenant may, upon notice to Landlord, collaterally assign or grant a security interest in this Lease and the Antenna facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interest, including their successors or assigns (collectively "Secured Parties"). In such event Landlord shall execute such consent to leasehold financing as may reasonably be required by such Secured Parties.

Section 18 (d) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached hereto as Exhibit C) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to make

commercially reasonable efforts to obtain an...nish to Tenant a non-disturbance and attornment a...ment for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant. Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith provided that Landlord does not incur any further expense or liability in connection therewith. Upon expiration or early termination of this Lease, Tenant shall sign and acknowledge such documents as may be required to remove from record title the effect of any Memorandum of Lease recorded pursuant to this paragraph.

Section 18 (i) of the Lease Agreement shall be deleted in its entirety and replaced as follows:

(i) All Exhibits referred to herein and any Addenda are incorporated in full herein for all purposes. The terms of all Exhibits are incorporated in full herein for all purposes.

New Section 19 – Relocation shall be inserted as follows:

After expiration of the Initial Term, Landlord will have the one-time right upon twelve (12) months prior written notice to Tenant to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property designated by Landlord; provided, however, that such relocation will (1) be at Landlord's sole cost and expense, (2) be performed exclusively by Tenant or its agents, and/or (3) not result in any interruption or adversely impact the quality, capacity or coverage area of the communications service provided by Tenant at the Property. Upon relocation of the Antenna Facilities, the access and utility easement(s) of Tenant will be relocated as required to operate and maintain the Antenna Facilities of Tenant. Landlord shall provide Tenant with a temporary location on the Property to install and operate temporary transmitting/receiving facilities, including a so-called "COW", or cell-on-wheels as necessary to comply with the above conditions. Upon final relocation, this Lease will be amended as necessary to reflect the new location of the Premises and will otherwise continue unaltered.

LANDLORD: Ara Sevacherian, a married man as his sole and separate property

By: _____

Printed Name: Ara Sevacherian

Title: Landlord

Date: March 24, 2008

TENANT: OmniPoint Communications Inc., a subsidiary of T-Mobile USA Inc.

By: _____

Printed Name: ~~Jon Zumstein~~ Danny Bazerman

Title: Area Director of Engineering & Operations

Date: 3/26/08

Approved as to form

Tania B. Dao
Corporate Counsel

QUALIFICATIONS OF APPRAISER (s)

CURRICULUM VITAE
NOBLE R.TUCKER JR., MAI, SRA, AI-GRS
Phone Number 951-677-4888

Experience

Mr. Tucker is an independent fee appraiser (1984-2021). He has extensive experience in appraisal and consulting projects consisting of investment-quality office buildings, service stations, shopping centers, industrial planned communities, residential subdivisions, multi-family housing, single family homes, nursing homes, congregate care centers, special purpose properties, and vacant land throughout the Southwestern United States. Mr. Tucker is also an expert in the valuation of businesses.

Mr. Tucker has performed valuations on proposed, partially completed, renovated, and existing structures. Mr. Tucker has qualified as an expert witness before various judicial and quasi-judicial bodies and has testified in Superior Court, Bankruptcy Court, Federal Tax Court, and Municipal Court, on matters involving real estate in civil cases.

Mr. Tucker has been appraising for approximately 37 years on a full-time basis.

Previous Experience

Prior to working for Tucker Appraisal Service Corporation, Mr. Tucker was Chief Appraiser at Traditional Mortgage in Woodland Hills, California. Duties included overseeing major loan appraisals on apartments and high dollar single family residences (1984-1985).

From 1983-1985 Mr. Tucker was an independent fee appraiser working for firms such as Steve Smith and Associates in Canoga Park, Kennedy Appraisal Service in Los Angeles, Chua Bailey and Associates in Glendale, Southland Appraisal Services in Anaheim, Lenders Technology Service in Santa Ana, Lenders Service in Pittsburgh, and several other firms.

Prior to working the Real Estate Appraisal Profession Mr. Tucker was involved in the construction industry. From 1975 to 1980 duties included project management, sales, job-site supervision, and construction superintendent.

Professional Associations

S.R.A. Designated member of The Appraisal Institute

MAI Designated member of The Appraisal Institute

AI-GRS Designated member of The Appraisal Institute

State Licenses/Certifications

Certified General Real Estate Appraiser with the State of California. This allows Mr. Tucker to appraise any type of property (within his capabilities) within the State of California. License Number AG001532. Expires January 31, 2021.

Certified General Real Estate Appraiser with the State of Hawaii. This allows Mr. Tucker to appraise any type of property (within his capabilities) within the State of Hawaii License Number 1112. Expires December 31, 2021

Certified General Real Estate Appraiser with the State of Nevada. This allows Mr. Tucker to appraise any type of property (within his capabilities) within the State of Nevada License Number A.207493-CG Expires 05-31-2019

California Real Estate Broker with the State of California. No. 01240497

Valuation of Conservation Easement - 2008 completed the Educational Requirements for this Certificate Program and I am listed on the Appraisal Institute's Web site - www.theappraisalinsitute.org

Litigation Certificate of Completion - 2010 completed three courses and passed the necessary requirements for this Certificate Program and I am listed on the Appraisal Institute's Web site - www.theappraisalinsitute.org

Education

Western Illinois University, Board of Governors Bachelor of Arts Degree

Court Experience/Expert Witness Testimony

Mr. Tucker has testified as an expert witness numerous times over the past 26 years. He has testified in Superior Court, Bankruptcy court, Federal Tax Court, and testified at Fair Value hearings in Los Angeles County, Orange, Riverside, San Bernardino, and Ventura counties. Additionally, Mr. Tucker has been hired as an arbitrator to resolve real estate disputes between parties.

Appraisal Courses Successfully Completed -The Appraisal Institute

1) Capitalization Theory and Techniques Part A/Course 1ba
The Appraisal Institute-The Conference Center in San Diego (October 31 to November 09, 1991)
2) Capitalization Theory and Techniques Part B/Course 1bb
The Appraisal Institute-The Conference Center in San Diego (November 14, to November 23, 1991)
3) Principals of Income Property Appraising/Course 201
The Appraisal Institute-Glendale College of Law (April 09 to June 25, 1988)
4) Standards of Professional Practice part A/Course SPPA
The Appraisal Institute-San Diego Chapter(May 10 to May 11, 1991)
5) Standards of Professional Practice part b/Course SPPB
The Appraisal Institute-San Diego Chapter (May 17 to May 18, 1991)
6) Real Estate Appraisal Principles/Course 1a1
The Appraisal Institute-University of Southern California (January 04 to February 08, 1986)
7) Residential Valuation/Course 8-2
The Appraisal Institute-University of Southern California (June 16 to June 22, 1985)
8) Standards of Professional Practice/Course 2-3-Southern California Chapter (July 14 to July 17, 1985)The Appraisal Institute
9) Basic Valuation Procedures/Course 1a2
The Appraisal Institute-Biola University (August 01 to September 19, 1987)
10) Report Writing and Valuation Analysis Course 540
The Appraisal Institute-Orange County Chapter (September 01 through September 09, 1994)
11) Advanced Applications Course 550
The Appraisal Institute-Pepperdine University (November 5 through November 19, 1994)
12) Course 120-Basic Income Capitalization
The Appraisal Institute-University of San Diego June 08 through June 16, 1995)
13) Case Studies in Real Estate Valuation
The Appraisal Institute-Glendale College of Law (June 1-9 1984)
14) Standards of Professional Appraisal Practice Part A and B-University of San Diego (June 1996)
15) Advanced Income Approach-Southern California Chapter May-June 1997, Tustin, California
16) Highest and Best Use and Market Analysis, Course 520, Montrose California August 1997
17) Standards of Professional Practice Part C, Fountain Valley, California September 2000

18) Condemnation Appraising - Basic Principles & Applications University of Phoenix Gardena CA 05-2003
19) Condemnation Appraising - Advancted Topics & Applications University of Phoenix Gardena CA 05-2003
20) Business Practice & Ethics, Long Beach California March 2006
21) Litigation Appraising - Specialized Topics and Applications Arcadia CA March 2006
22) Conservation Easement valuation, Littlerock Arkansas December 2007
23) Yellowbook, The Appraisal Institute
24) Statistics and Graphs October 2009, Bakersfield, California
25) Using Spreadsheet Programs in Real Estate Appraisal, Bakersfield, California
26) Introduction to Business Valuation (BV 201), The American Society of Appraisers September 2009 Manhattan Beach, California
27) The Appraiser as an Expert Witness, The Appraisal Institute, Sacramento California February 2010
28) Small Hotel / Motel Valuation: Limited Service Lodging - The Appraisal Institute February 2012
29) Review Appraiser General – The Appraisal Institute, San Diego June 2014

Seminars Attended:

1) State License Preparation-Certified General Appraiser
2) State License Preparation-Certified Residential Appraiser
3) California OREA License Seminar (1996)
4) Demonstration Appraisal Report-Non Income Producing Property.
5) Demonstration Appraisal Report--Income Producing Properties.
6) Valuation of Leasehold Interests
7) HP 12/C Seminar
8) Easement Valuation
9) The Appraisers Complete Review Seminar
10) FHA Seminar
11) Legal Workshop
12) Business Valuation
13) Personal Property Valuation
14) The Comprehensive Appraisal Review Seminar
15) Appraisal Statistics
16) Valuation for Financial Reporting Purposes
17) Litigation Valuation
18) Preparing the expert witness
19) The Appraisal of Golf Courses

Workshops Attended

1) Valuing Impaired Properties
2) Fraud Workshop
3) Data Mining on the Internet
7) Estate Tax Webinar 2011
4) Regional Analysis
5) Easement Valuation
6) Valuation of Partial Interests
7) Valuation for Financial Reporting Purposes 2011

University Real Estate Courses Successfully Completed

1) Real Estate Foundation
2) Residential Appraisal
3) Selected Topics in Real Estate-Nursing Homes
4) Selected Topics in Real Estate-Gasoline Service Stations
5) Selected Topics in Real Estate-Residential Subdivisions
6) Selected Topics in Real Estate-R.V. Resorts
7) Contemporary Issues in Real Estate
8) Income Property Appraising
9) Advanced Real Estate Evaluation
10) Real Estate Law Portfolio
11) Land Development Regulations
12) Report Writing
13) Land Development Regulations
14) Computer Applications in Real Estate Analysis
15) Residential Property Development
16) Real Estate Property Management
17) Real Estate Finance
19) Narrative Report Writing
20) Understanding Commercial Real Estate
21) Survey Course

Certificate Programs Completed

1) Litigation Certificate of Completion, February 2010, The Appraisal Institute
2) Valuation of Conservation Easements, 2009, The Appraisal Institute, American Society of Appraisers

CLIENT LIST

Developers

Richmond American Homes
Kaufman and Broad
Brock Homes
Beazer Homes
Greystone Homes
Pardee Homes
Barclay Homes
Davidson Communities
Dix DevelopmentPresley CommunitiesWatt Homes
Forecast Homes
S and S ConstructionWilliam Lyon Company
Sierra PacificCentury 21 Construction
Ryland HomesBaldwin Company
Centex HomesCostain Homes
Griffin IndustriesMorrison Homes
Richland InterestsWarmington Homes
Continental HomesSunridge Developments
Fieldstone CompanyLewis Homes
McMillan HomesTaylor Woodrow

Government Agencies

Federal Deposit Insurance Corporation (FDIC)
Department of the Forestry
Ventura County School District
City of Perris
Federal Bureau of Investigation (FBI)
United States Navy
Riverside County Housing Authority
Economic Development Agency Riverside
San Diego Economic Development Agency
Bureau of Indian Affairs
Resolution Trust Corporation (RTC)
Mt. San Jacinto Junior College
City of Temecula
City of Murrieta
Internal Revenue Service (IRS)
United States Secret Service
Housing and Urban Development
Housing Authority Riverside County
Department of the Interior
U.S. Secret Service

Lenders

Bank of America
Bank United of Texas
Norwest Life Insurance
Wells Fargo BankCoast SavingsDowney Savings and Loan
First Pacific Bank
Highland Federal Bank
High Desert Bank
Guardian S&L
California Federal Bank
Life Savings BankNorthland FinancialLehman Brothers
Metropolitan Life Insurance Co.
Overland Bank
State Farm Insurance
Affinity Bank
Fleet Bank
Telesis Federal Credit Union
North Island Federal Credit Union
State Farm Insurance
Redlands Centennial Bank
American Sterling Bank
Southwest Community Bank8
Citycorp/CitiBankSanwa BankChase Manhattan Bank
GMACPrudential Insurance Co
American Savings BankSouthern California Bank
Rancho Bank
FNMAFHLMC
General BankG.E. Mortgage
Household FinanceImperial Bank
North American MortageNew York Life Insurance Company
North County BankRepublic National Bank
Wells Fargo BankPeoples Bank
Centennial BankSanwa Bank
Fleet BankGoleta National Bank
First Union (Pending)G.E. Capital
Anchor Capital CorporationABN Amro
Temecula Valley BankCanada Life Insurance
SimplicityFirst Security Thrift & Loan
Washington Mutual Bank8Mission Oaks National Bank
Landmark BankCIT Small Business Lending

Note: list of above lenders are clients we have completed appraisal work in the past. We do not represent that we are on their approved appraisers list. Some appraisal assignments have been submitted to lenders through wholesale departments or through brokers. Many of the clients above we have contracted directly with.

Attorneys

Law Offices of Brian C.Ostler, Sr.
Law offices of Timothy J. Miller
Palmeri, Tyler, Waldron
Law offices of Bocci and Hoffman
Law offices of Ito and Ito
Sachse,James,&Lopardo-Attorneys At Law
Coale, Dukes & Kirkpatrick
Law offices of Trujilo & Trujilo
Giarinelli & Finch
Law Offices of Rich Marshall
Law Office of William K. Sweeney
Rosenstein & Southwick, Attorneys at Law
Law offices of Briggs and Alexander
Law offices of Michael Wood
Law offices of Carol, Gilbert, & Bayshore
Law offices of Greg Erickson
Lamb & Baute
Albrecht & Albrecht
Law Offices of Dabney B. Finch
Anderson & Kriger
Law Office of Rebecca Gunn
Law Offices of McKinley & Capeloto

EXPERT WITNESS CASE LIST

- ☐ Zepede et al vs. Cal Trans Superior Court Riverside California 1990
- ☐ Kamal vs. Equillon Federal Court 2002
- ☐ Wesselyn vs. Cal Trans 1997 Orange County Superior Court 1997
- ☐ Rubin vs. City of Fontana 2004 San Bernardino Superior Court
- ☐ Grewal vs. Jones - Deposition 2005
- ☐ Saba vs. Murphy - Deposition 2008
- ☐ Saba vs. Murphy - Riverside Superior Court 2008
- ☐ Catrina P. Richardson v. Private Loan Funding Corp. And Daryl A. Hopkins and Amy C. Hopkins Case Number CIVSS703741 - January of 2009
- ☐ De Oro Properties LLC v. David Evans and Associates, Inc., et al. SBSC Case No. CIVRS 801728 - 2010
- ☐ Jimmy A. Espinoza v. Fidelity Family Holdings, LP., et al . SBSC Case No. CIVRS705657. (Lead Case) -2010
- ☐ Phillipi v. Ault, Deposition March 2011
- ☐ Phillipi v. Ault Riverside Superior Court 2011
- ☐ Devore v. Assil 2010 - Los Angeles Jams, Binding Arbitration
- ☐ Brenda LePagllia v. Michael LePaglia - Idaho Court 2008
- ☐ Simmonds v. Hudack August 2010 - Riverside Superior Court
- ☐ Security Service Federal Credit Union v. 22 Defendants - May 2011
- ☐ Dorn & Tipich vs. Tony Marquez Pool Company - February 2012

Please note that these are only a sample of some of the cases Mr. Tucker has testified in since 1990. Mr. Tucker has testified in approximately 40-50 trials, testified in mediation's approximately 10 times, been involved in arbitration approximately 20 times, and had his deposition taken approximately 50 times. This is only an estimate. My hourly rate is $250 per hour for depositions and for trials.

I am a member of the Real Estate Research Council at Cal Poly Pomona and a contributing member to the Real Estate Research Council's Real Estate and Construction Report which we publish each quarter. I have contributed to approximately 40 publications over the past 10 years.



Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Noble R. Tucker

has successfully met the requirements for a license as a [illegible] and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified Ge[illegible] Real Estate Appraiser"

This license has been issued in accordan[illegible]e pro[illegible]ions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFI[illegible] NUMBE[illegible] AG 001532

Effective Date: February 1, 2021
Date Expires: January 31, 2023

Loretta Dillon

Loretta Dillon, Deputy Bureau Chief, BREA

3055952

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

COPY

CURRICULUM VITAE
NOBLE WILLIAM TUCKER
Phone Number 951-677-4888

Real Estate Appraisal Experience

Mr. Tucker is an independent fee appraiser who recently obtained his trainee license with the State of California. Mr. Tucker is being supervised by Noble R. Tucker Jr., MAI, SRA, AI-GRS. Mr. Tucker has been doing appraisal work part time since 2016 and full time since 2017.

Previous Experience

Prior to working for Tucker Appraisal Service Corporation, Mr. Tucker was the Goalie Coach for Newman College in Delaware, a Division 3 School.

Mr. Tucker was the head Cross-fit Instructor at Riverfront in Wilmington Delaware from 2016 to 2017.

Mr. Tucker continues to instruct Crossfit in Temecula CA on a part time basis.

State Licenses/Certifications

Trainee Appraiser with the State of California. #3004502, Expiration Date May 2, 2019

Education

University of Delaware, Bachelor of Science in Sports Management

Appraisal Courses Completed

Residential Market Analysis and Highest & Best Use	The Appraisal Institute
General Appraiser Sales Comparison Approach	The Appraisal Institute
2014-2015 15 Hour National USPAP Equivalent Course	The Appraisal Institute
Residential Sales Comparison and Income Approach	The Appraisal Institute
Appraisal Statistics	The Appraisal Institute
Supervisor / Trainee Course	Real Estate Trainers
Residential Appraisal	The Appraisal Institute
Online Residential Report Writing and Case Studies	The Appraisal Institute
Online Basic Appraisal Principles	

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Noble W. Tucker

has successfully met the requirements for a license as a residential real estate appraiser in the State of California and is, therefore, entitled to use the title.

"Trainee Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3004502

Effective Date: May 3, 2019
Date Expires: May 2, 2021

Jim Martin, Bureau Chief, BREA

3045589

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

ITEM # 30

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Approve Fifth Amendment to and Reinstatement of the Memorandum of Understanding with Plains Exploration and Production Company (Agreement No. 2207)**

DATE: July 28, 2021

RECOMMENDATIONS:

It is recommended that the City Council adopt Resolution No. 21-61:

1) Approving the Fifth Amendment to and Reinstatement of the Memorandum of Understanding (MOU) with Plains Exploration and Production ("PXP") (Agreement No. 2207); and

2) Authorize the City Manager to execute the MOU between the City of Montebello and Plains Exploration and Production ("PXP") and any related documents; and

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

FISCAL IMPACT

Upon approval of this amendment, the terms of the MOU will be reinstated and extended through December 31, 2023. According to the terms of the agreement, the City will waive the collection of standard business license tax fees required under Montebello Municipal Code ("MMC") Section 5.08.010 in exchange for quarterly oil production payments. MMC Section 5.08.010.A.13 (Business License Tax – Designated), states that oil well operators shall be taxed a rate equal to $0.3229 per barrel of oil produced from wells owned or operated within the City. Using the standard rate established in the MMC, the projected revenue associated with the standard business license tax fees ($0.3229 per barrel) for FY 2020-2021 is estimated to be approximately $82,000. Under the proposed MOU, the anticipated revenue is projected to be $700,000. For example, the previously approved MOU had revenue actuals of $1,012,018 for FY 2018-2019 and $602,689 for FY 2019-

2020; whereas, using the above-referenced rate established under the MMC would have resulted in revenue totaling $119,089 for FY 2018-2019 and $87,957 for FY 2019-2020.

BACKGROUND

PXP is an oil producer that owns and operates an oil production facility located at the property generally bounded by Montebello Boulevard and Plaza Drive within the City of Montebello. Like all businesses that operate within the City, oil producers are subject to the City's business license tax fees pursuant to MMC Section 5.08.010 (Business License Tax).

In 2004, staff analyzed the business license tax fees collected for oil production. This analysis concluded that the $0.2881 per barrel rate charged was well under the market rate charged by other cities in the County of Los Angeles. For this reason, staff proposed an increase to the rate charged. Increases to this rate are based upon the Consumer Price Index (CPI). While the CPI for energy-related items typically adjusts at a higher rate than other consumer goods, the increase would have been very minimal based upon the per barrel rate. An increase beyond the CPI would require approval from the local electorate.

Realizing the City's position and as an act of good faith, PXP submitted a proposal offering quarterly oil production payments in exchange to waive the business license tax fee required under MMC Section 5.08.010. The proposal included payments to the City calculated at two (2) percent of the gravity-adjusted monthly average crude oil price index posted by Chevron-Texaco for the Buena Vista Oilfield, multiplied by the number of net barrels of crude oil produced from the site, less any fees associated with the cost of production per barrel (e.g., transportation, cleaning, and dehydration). The proposed payment totaled approximately three times the per barrel rate that would have been scheduled for collection by imposing the above-referenced business license tax fee imposed under MMC Section 5.08.010. Based on this information, staff determined that it was in the City's best interest to accept the terms of the proposal from PXP.

On February 9, 2005, the City Council approved a recommendation from staff to establish an MOU with PXP accepting the quarterly oil production payments and waiving the business license tax fees. The initial term of this MOU was five (5) years, and it was later extended using a series of amendments.

Staff and representatives from PXP recently reviewed the terms of the MOU and identified that it terminated effective on December 31, 2020. While PXP is amicable to continuing the relationship with the City and issuing quarterly oil production payments, the lapse in term must be cured and the MOU must be amended for a proposed three (3) year term to ensure the City can legally accept payments and both parties can enforce the general terms of the MOU. For this reason, it is recommended that City Council approve the attached Fifth Amendment to the MOU with PXP. Upon approval of this MOU, both parties

will mutually agree to reinstate the terms and conditions, and the MOU will be extended through December 31, 2023.

ANALYSIS

The MOU mentioned above with PXP terminated on December 31, 2020. To ensure the City can continue the collection of associated revenue and ensure the enforceability of the general terms and conditions, it is recommended that the attached amendment is reviewed and approved by City Council.

Before submitting this staff report and MOU for review and approval, staff conducted a study of the terms and conditions of the MOU and amendments. It was determined that continuing this relationship is in the best interests of the City. The revenue to the City based upon the formula in the MOU still generates significantly more than the current business license tax rate (The current rate is $0.3229 per barrel).

ENVIRONMENTAL

The adoption of the proposed Resolution is not subject to California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA "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 Fifth Amendment to and Reinstatement of the MOU between the City and PXP will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the Fifth Amendment to and Reinstatement of the MOU will have a significant effect on the environment because the MOU will not result in any future changes to property.

SUMMARY

In February 2005, the City established an MOU with PXP addressing the rights and obligations regarding the waiver of business license tax fee in exchange for quarterly oil production payments at the Sentinel Park site located within the City limits (Agreement No. 2207). This agreement terminated on December 31, 2020. By approving the attached amendment, the City and PXP will reinstate and extend this MOU through December 31, 2023.

ATTACHMENT(S):

A. Fifth Amendment to and Reinstatement of Agreement No. 2207
B. Draft Resolution No. 21-61
C. Agreement No. 2207

CITY OF MONTEBELLO

FIFTH AMENDMENT TO AND REINSTATEMENT OF AGREEMENT 2207

This Fifth Amendment to and Reinstatement of Agreement 2207 – Memorandum of Understanding (this "**Fifth Amendment**") is made and entered into this 28 day of July, 2021 (the "**Amendment Date**") by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("**City**") and SENTINEL PEAK RESOURCES CALIFORNIA LLC, a Delaware limited liability company ("**Sentinel**") and assignee of FREEPORT-MCMORAN OIL & GAS LLC, a Delaware limited liability company ("**Freeport**") as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY.

RECITALS

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 – Memorandum of Understanding dated February 9, 2005 (as amended, "**Agreement 2207**"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "**First Amendment**") and a Second Amendment to Agreement 2007, made as of August 24, 2011 (the "**Second Amendment**");

WHEREAS, City and Freeport, as successor by merger to PXP, entered into a Third Amendment, made as of August 1, 2013 (the "**Third Amendment**") and a Fourth Amendment made as of December 9, 2015 (the "**Fourth Amendment**");

WHEREAS, Freeport assigned Agreement 2207 to Sentinel in connection with an assignment of certain of Freeport's oil and gas assets which transaction closed on December 31, 2016;

WHEREAS, the term of Agreement 2207 expired on December 31, 2020; and

WHEREAS, City and Sentinel desire to reinstate Agreement 2207 on the amended terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements herein contained, the benefits to be derived by each party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows, notwithstanding anything to the contrary set forth in Agreement 2207:

1. Agreement in Full Force and Effect. The Parties acknowledge and agree that Agreement 2207 is and remains in full force and effect, as amended hereby, and is fully reinstated to the extent Agreement 2207 may have been deemed earlier terminated.

2. Amendment of Section 2.B. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Sentinel (or its predecessors, as applicable) until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter; *provided, however,* (i) the Oil Production Payment owed for the first and second calendar quarters of 2021 shall be paid on or before August 15, 2021 and (ii) at the sole election of Sentinel, this Agreement shall terminate (including Sentinel's obligation to make the Oil Production Payment) thirty (30) days following written notice to City in the event any restrictions or limitations are threatened or enforced against Sentinel's ability to operate the Montebello oilfield consistent with operating practice as of the Amendment Date which restrictions may be derived from, including but not limited to, local, state or federal regulation or order, moratorium or legal action. For purposes hereof, "**Termination Date**" shall mean December 31, 2023."

3. Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be deemd an original, but all of which together shall constitute one and the same instrument.

4. Authority to Sign. Each of the persons executing this Fifth Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver thi Fifth Amendment on behalf of said Party and (iii) by so executing this Fifth Amendment, such Party is formally bound to the provisions of this Fifth Amendment.

5. No Other Changes. Except as expressly set forth in this Fifth Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[*Signature Pages Follows.*]

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Fifth Amendment as of the date first set forth above.

("CITY")
CITY OF MONTEBELLO

René Bobadilla, City Manager

("CONSULTANT")
SENTINEL PEAK RESOURCES CALIFORNIA
LLC, a Delaware limited liability company

George Paspalof, Executive Vice President

ATTEST:

Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

Arnold M. Alvarez-Glasman, City Attorney

ATTACHMENT B

RESOLUTION NO. 21-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO APPROVING THE FIFTH AMENDMENT TO AND REINSTATEMENT OF AGREEMENT NO. 2207 RELATING TO OIL PRODUCTION PAYMENTS TO THE CITY OF MONTEBELLO

RECITALS

WHEREAS, in 2005, the City and the Plains Exploration & Production Company ("PXP") entered into that certain Memorandum of Understanding dated February 9, 2005 ("Agreement 2207"), which addressed the rights and obligations of the parties regarding the City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis; and

WHEREAS, the City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") and a Second Amendment to Agreement 2007, made as of August 24, 2011 (the "Second Amendment");

WHEREAS, the City and Freeport McMoran Oil & Gas, LLC ("Freeport"), as successor by merger to PXP, entered into a Third Amendment dated August 1, 2013 (the "Third Amendment") and a Fourth Amendment made dated December 9, 2015 (the "Fourth Amendment");

WHEREAS, Freeport assigned its rights under Agreement 2207 to Sentinel Peak Resources California, LLC ("Sentinel") in connection with an assignment of certain of Freeport's oil and gas assets which transaction closed on December 31, 2016;

WHEREAS, the term of Agreement 2207 expired on December 31, 2020; and

WHEREAS, City and Sentinel now desire to reinstate and amend Agreement 2207 pursuant to the Fifth Amendment to and Reinstatement of Agreement No. 2207 ("Fifth Amendment").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS FOLLOWS:

SECTION 1: The City Council hereby finds that the above recitals are true and correct and incorporate them herein as part of the findings.

SECTION 2: The City Council of the City of Montebello hereby approves the Fifth Amendment by and between the City and Sentinel.

SECTION 3: The City Council further authorizes the City Manager to execute Fifth Amendment and any related documents reasonably necessary to effectuate the intent of this Resolution.

SECTION 4: The adoption of this Resolution is not subject to California Environmental Quality Act (CEQA) because CEQA Guidelines section 15060(c)(2) states that a project is not subject to CEQA review where the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment and is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) which states that a project is exempt from CEQA 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 approval of the Fifth Amendment will not result in a direct or reasonably foreseeable indirect physical change to the environment and there is no possibility that the approval of a contract amendment specifying financial terms for oil production payments will have a significant effect on the environment because oil production is an existing use that is permitted in the City.

SECTION 5. This Resolution shall become effective immediately upon its adoption by the City Council and the City Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 28th day of July 2021.

_____
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. 21-61 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 28th day of July 2021 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

AGREEMENT 2207

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on this 9th day of February, 2005, by and between the CITY OF MONTEBELLO (hereinafter referred to as the "City") and PLAINS EXPLORATION & PRODUCTION COMPANY(hereinafter referred to as "PXP"), collectively referred to herein as the "Parties" or individually as "Party". In consideration of the mutual covenants and agreements contained in this MOU, City and PXP agree as follows:

1. **Recitals.** This MOU is made with respect to the facts and for the following purposes, each of which is warranted as true and correct by the relevant Party or Parties:

   A. PXP, currently owns and operates an oil production facility located within the City of Montebello, California (hereinafter referred to as the "Site"), more specifically shown on the Site Map attached hereto as Exhibit "A."

   B. The City imposes a business license tax upon all businesses operating in Montebello. Specifically, in accordance with Section 5.08.010, subdivision 13, of the Montebello Municipal Code, Montebello currently imposes a business license tax upon oil well operators at a rate equal to 28.81 cents per barrel of oil produced from wells owned or operated by such businesses, including PXP, located within the City.

   C. The City has not increased the rate of the business license tax imposed upon oil well operators since August of 2004.

   D. PXP is in the process of seeking entitlements to develop the surface of the Site into a Master Planned Community with residential and commercial elements, and in an effort to demonstrate its good will towards the Montebello community, voluntarily agrees to pay City an "Oil Production Payment" provided City waives or suspends the imposition of the current business license tax imposed upon PXP relating to its operation of the Site.

   E. The City determines that the proposal by PXP to pay the Oil Production Payment will promote the economic well-being of the City.

2. **Oil Production Payment.**

   A. The Oil Production Payment offered by PXP and accepted by the City shall be determined by the method of calculation set forth in the attached Exhibit "B." Specifically, the Oil Production Payment to be provided by PXP to City shall be calculated as follows: City shall be entitled to receive an amount equivalent to two percent (2%) of the monthly average gravity-adjusted crude oil price for the applicable calendar month of production posted on the Internet with respect to the oil production at the Site (or in the absence of such posting on the Internet, a similarly crude oil price posting by another major oil purchaser to be selected by

PXP, or a composite thereof, using the Buena Vista Oilfield in Kern County, California, as the model) multiplied by the number of net barrels of crude oil produced by PXP for a given calendar month, minus applicable transportation costs paid by PXP per barrel.

B. Commencing January 1, 2005, the Oil Production Payment shall be provided to City by PXP for a term of five (5) years and shall be paid on a quarterly basis, within 45 days following the end of each calendar quarter. Commencement of payment shall begin following the end of the first quarter of year 2005.

C. In consideration of the Oil Production Payment to be paid by PXP to the City, the City agrees to waive or suspend the imposition and collection of the current business license tax upon PXP during the term of this MOU. PXP, however, shall pay to the City any and all applicable development or permit fees associated with the proposed development of the Site.

3. Dispute Resolution.

Disputes regarding the interpretation or application of any provision of this MOU shall to the extent reasonably feasible, be resolved through good faith negotiations between the Parties. Should any dispute regarding the interpretation or application of this MOU lead to litigation, the prevailing party shall be entitled to reasonable attorneys fees in addition to any other relief it may be entitled.

4. Cooperation between the Parties.

It is recognized by the Parties that inherent within this MOU is an understanding that the Parties will cooperate with each other as PXP commences the process to develop the Site. However, the Parties also agree and acknowledge that nothing in this MOU in any respect does or shall be construed to affect or prejudge the exercise of the City's discretion concerning consideration of any application for development submitted by PXP or any other party on behalf of PXP. Further, nothing in this MOU in any respect does or shall be construed to affect or prejudge the City's discretion to consider or negotiate the proposed development of the Site, or any required approvals necessary by the laws, rules, and regulations governing the development of the Site.

5. Micellaneous.

A. **Notices**. All notices under this MOU shall be in writing. Notices and payments shall be deemed delivered when personally served or upon actual receipt after deposit in the United States mail, first class postage prepaid, registered or certified mail with return receipt request, or upon (2nd) day after being sent by overnight courier, addressed to the Party for whom intended as follows:

If to City: The City of Montebello
Attn.: Richard Torres, City Administrator

1600 West Beverly Boulevard
Montebello, California 90640

If to PXP: Plains Exploration & Production Company
William Moodie, Vice President
1200 Discovery Way
Bakersfield, CA 93309

Either Party, may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one above specified.

B. **Assignment.** Neither the City nor PXP shall assign this MOU or any of its rights or duties hereunder, without the prior written approval of the other Party which will not be unreasonably withheld. The identity of PXP is of particular concern to the City, and it is understood and acknowledged by the Parties that but for the identity and qualifications of PXP, the City would not have entered into this MOU.

C. **Entire Agreement.** This MOU contains the entire agreement between the Parties regarding the subject matter hereof. Any agreement, understanding or representation respecting the matters addressed herein or the duties of any Party in relation thereto not expressly set forth in this MOU is of no force or effect. This MOU shall not be amended, except by a writing duly executed by the Parties hereto.

D. **Relationship of the Parties.** The Parties acknowledge that, in entering into and performing under this MOU, each is acting as an independent entity and not as an agent of the other in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed to create the relationship of partners or joint ventures of any other association of any kind or nature between the City and PXP.

E. **No Third Party Beneficiaries.** This MOU is made and entered into for the sole benefit of the Parties.

F. **Rules of Construction.** The section and subsection headings used in this MOU are for convenience of reference only and shall not constitute a part of this MOU for any other purpose or affect the construction of the MOU.

G. **Joint Preparation.** This MOU shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against either Party on the ground that the Party prepared the MOU or caused it to be prepared.

H. **Governing Law and Venue.** This MOU is made, entered into and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit of proceeding

brought by either Party against the other in connection with this MOU shall be filed in the appropriate court of the County of Los Angeles, California.

IN WITNESS WHEREOF, the Parties have caused its duly authorized officers to execute this MOU, the effective date of which shall be the date first written above.

CITY OF MONTEBELLO
("City")

By: Willy M. Mol
William M. Molinari
Mayor

Date: _____

ATTEST:
Robert J. Kiley
City Clerk

APPROVED AS TO FORM:

City Attorney

PLAINS EXPLORATION & PRODUCTION COMPANY
("PXP")

By: William B Moodie
William Moodie,
Vice President

Date: 4/26/05

APPROVED AS TO FORM:

Counsel for PXP



2 Foot/Pixel Resolution

Prepared for:

PXP

October 2004 Aerial

MONTEBELLO HILLS

Exhibit A

Prepared by:

0 200' 400' 600'

January 28, 2005

Consultants:
Natural Resource Consultants - Biology
Glenn Lukos Associates - Mitigation
NMG Geotechnical, Inc. - Geotechnical Engineering
Marine Research and Environmental Sciences
RBF - Civil Engineering

excel:Ex B - Calculation of 2% Oil Production Payment Corrected2.xls **EXHIBIT B**
Feb 2, 2005

Method of Calculation
2% Oil Production Payment
PXP's Montebello Oilfield Properties

Based on Monthly Average Gravity-Adjusted
Chevron-Texaco Posted Crude Oil Price
Buena Vista Oilfield, Kern County, CA
(www.chevrontexaco.com/crudemarketing/posted_archive.asp?namerica&2005)

Formula for calculation of 2% Oil Production Payment:

1 Price per Barrel: The price per barrel to be used to calculate the Voluntary Production Payment shall be ChevronTexaco's Posted Monthly Average Price for the Buena Oilfield Vista Oilfield for the applicable calendar month of production, as posted on www.chevrontexaco/crudemarketing/posted_archive, **less** applicable downward adjustment for the number of degrees of oil gravity differential between Buena Vista and Montebello Oilfields, **less** per barrel costs incurred by PXP for transportation, cleaning and dehydration in order to render the oil merchantable. In the event the ChevronTexaco ceases to post crude oil prices on the internet, PXP shall select a similar crude oil price posting by another major oil company, or a composite thereof, using Buena Vista Oilfield posted price as the benchmark).

Multiplied by

2 Two Percent (2%)

Multiplied by

3 Number of net barrels of crude oil produced from the Montebello Oilfield by PXP for a given calendar month

= Oil Production Payment for a given calendar month

EXAMPLE:

		Oct	Nov	Dec	AVG.	
	Posted Monthly Average Price, per barrel	43.8339	39.8167	33.9177	39.1894	
	Price Adjustment for Lower Gravity Factor	1.3500	1.3500	1.3500	1.3500	(*see below)
1	Gravity-Adjusted Price for Montebello Crude	42.4839	38.4667	32.5677	37.8394	
2	2%	0.02	0.02	0.02	0.02	
	Oil Production Tax per barrel	0.849678	0.769334	0.651354	0.756789	
3	Oil Production Volume for Month, in barrels	66,650	66,000	66,750	66,467	
	= Month's Production Payment	**56,631.04**	**50,776.04**	**43,477.88**	**50,294.99**	
	Theoretical Avg. Bbbls/day	2150	2200	2225	2,192	

Calculation of Price Adjustment for Lower Gravity:

Oil Gravity Differential:

Buena Vista Field: 26.0 Degrees API	26.0
Montebello Field: 21.5 Degrees API	21.5
Gravity Differential, in degrees	4.5

*** Price Adjustment for Gravity Differential:**

Gravity Differential, in tenths of degrees	45	45	45
X Price Adjustment Factor per tenth of degree	0.03	0.03	0.03
= Price Adjustment	-1.35	-1.35	-1.35

Method of Payment:

Quarterly, within 45 days following the end each calendar quarter

Amendment to Agreement 2207

This Amendment to Agreement 2207 – Memorandum of Understanding ("***Amendment***") is made as of December 31, 2009, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("***City***"), and PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation ("***PXP***")

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 – Memorandum of Understanding dated February 9, 2005 ("***Agreement 2207***"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207.

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2009.

WHEREAS, City and PXP desire to extend the term of Agreement 2207 as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and PXP agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the same meanings as given to them in Agreement 2207.

2. Amendment of Section 2.B of Agreement. Section 2.B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by PXP until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, "Termination Date" shall mean December 31, 2011."

3. Amendment of Section 2.C of Agreement. Section 2.C of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"In consideration of the Oil Production Payment to be paid by PXP to City, City agrees to waive or suspend the imposition and collection by City of any business license tax, or any severance tax, or any similar levies, upon PXP until the Termination Date. For purposes hereof, "business license tax" means any tax or fee imposed by City from time to time on businesses located within city limits for the privilege of operating a business within City. "Severance tax" means any tax or fee levied on the extraction of oil, gas, or minerals."

4. Change to Notice Provision in Section 5.A. The addresses for the Parties in Section 5.A of Agreement 2207 are changed to read as follows:

If to City: City of Montebello
Attn: City Administrator
1600 West Beverly Boulevard
Montebello, CA 90640

If to PXP: Plains Exploration & Production Company
5640 S. Fairfax Ave
Los Angeles, CA 90056
Attn: Steve Rusch

VP – Environmental, Health, Safety & Governmental Affairs

With a copy to: Montebello Land Company, LLC
c/o Cook Hill Properties, LLC
13 Corporate Plaza Drive, Suite 206
Newport Beach, CA 92660
Attn: Norman E. Witt, Jr.

5. Change to Assignment Provision in Section 5.B. Section 5.B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Neither City nor PXP shall assign this MOU or any of its rights or duties hereunder without the prior written approval of the other Party, which approval shall not be unreasonably withheld. The identity of PXP is of particular concern to City, and it is understood and acknowledged by the Parties that but for the identity and qualifications of PXP, City would not have entered into this MOU. Notwithstanding the foregoing, a transfer by PXP of its rights and obligations hereunder as a result of (a) a corporate merger or reorganization, or (b) the sale of substantially all of its assets to another person or entity, shall not be deemed to be an assignment by PXP requiring the prior written approval of City."

6. Replacement of Exhibit B to Agreement. **Exhibit B** to Agreement 2207 is hereby deleted in its entirety and replaced with **Exhibit 1** attached to this Amendment.

7. Effective Date. This Amendment shall be effective as of the date first set forth above (the "***Effective Date***").

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

9. Authority to Sign. Each of the persons executing this Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Agreement on behalf of said Party, and (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment.

10. No Other Changes. Except as expressly set forth in this Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[***Signature Page Follows***]

[*Signature Page to Amendment*]

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: _____
RANDY NARRAMORE
CITY ADMINISTRATOR

ATTEST:

_____
ROBERT J. KING
CITY CLERK

"PXP"

PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation

By: _____

Name: STEVEN P. RUSCH

Title: V.P. ENVIRONMENTAL HEALTH + SAFETY AND GOVT. AFFAIRS

By: _____

Name: _____

Title: _____

EXHIBIT 1

Method of Calculation
2% Oil Production Payment
PXP's Montebello Oilfield Properties

Based on Monthly Average Gravity-Adjusted
Chevron-Texaco Posted Crude Oil Price
Buena Vista Oilfield, Kern County, CA
(www.chevrontexaco.com/crudemarketing/posted_archive.asp?namerica&2005)

Formula for calculation of 2% Oil Production Payment:

1 Price per Barrel: The price per barrel to be used to calculate the Voluntary Production Payment shall be Chevron Texaco's Posted Monthly Average Price for the Buena Oilfield Vista Oilfield for the applicable calendar month of production, as posted on www.chevrontexaco/crudemarketing/posted_archive, less (a) applicable downward adjustment for the number of degrees of oil gravity differential between Buena Vista and Montebello Oilfields, and (b) per barrel costs incurred by PXP for transportation, cleaning and dehydration in order to render the oil merchantable. In the event the Chevron Texaco ceases to post crude oil prices on the internet, PXP shall select a similar crude oil price posting by another major oil company, or a composite thereof, using Buena Vista Oilfield posted price as the benchmark).

Multiplied by

2 Two Percent (2%)

Multiplied by

3 Number of barrels of crude oil produced from the Montebello Oilfield by PXP for a given calendar month – Oil Production Payment for a given calendar month

EXAMPLE:

	Oct	Nov	Dec	AVG.
Posted Monthly Average Price, per barrel	43.8339	39.8167	33.9177	39.1894
Less:				
a. Price Adjustment for Lower Gravity Factor*	- 1.3500	- 1.3500	- 1.3500	- 1.3500
b. Transportation, cleaning & dehydration	- 1.5800	- 1.5800	- 1.5800	- 1.5800
1 Adjusted Price for Montebello Crude	40.9039	36.8867	30.9877	36.2594
2 x 2%	x 0.02	x 0.02	x 0.02	x 0.02
= Oil Production Tax per barrel**	0.818078	0.737734	0.619754	0.725188
3 Oil Production Volume for Month, in barrels	x 66,650	x 66,000	x 66,750	x 66,467
= Monthly Production Payment	**54,524.90**	**48,690.44**	**41,368.58**	**48,201.07**
** Based on theoretical Avg. Bbbls/day	2150	2200	2225	2,192

Calculation of Price Adjustment for Lower Gravity:

Oil Gravity Differential:

Buena Vista Field: 26.0 Degrees API	26.0
Montebello Field: 21.5 Degrees API	21.5
Gravity Differential, in degrees	4.5

* Price Adjustment for Gravity Differential:

Gravity Differential, in tenths of degrees	45	45	45
x Price Adjustment Factor per tenth of degree	0.03	0.03	0.03
=Price Adjustment	-1.35	-1.35	-1.35

Method of Payment

Quarterly, within 45 days following the end each calendar quarter

CERTIFICATE OF LIABILITY INSURANCE

6/1/2011

DATE (MM/DD/YYYY) 5/28/2010

PRODUCER LOCKTON COMPANIES, LLC
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED 8909 Plains Exploration & Production Company
700 Milam Street, Suite 3100
Houston, TX 77002

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B: Liberty Mutual Insurance Company	23043
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES PLAEX02 NB

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY					
	[X] COMMERCIAL GENERAL LIABILITY	049159214	6/1/2010	6/1/2011	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
					MED EXP (Any one person)	$ XXXXXXX
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS COMP/OP AGG	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC					
	AUTOMOBILE LIABILITY	AS2-641-005170-030	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO					
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ XXXXXXX
	[ ] SCHEDULED AUTOS					
	[X] HIRED AUTOS				BODILY INJURY (Per accident)	$ XXXXXXX
	[X] NON-OWNED AUTOS					
	[ ]				PROPERTY DAMAGE (Per accident)	$ XXXXXXX
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY EA ACCIDENT	$ XXXXXXX
	[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$ XXXXXXX
					AGG	$ XXXXXXX
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 25,000,000
	[ ] OCCUR [X] CLAIMS MADE	052456343	6/1/2010	6/1/2011	AGGREGATE	$ 25,000,000
	[X] UMBRELLA FORM					$ XXXXXXX
	[ ] DEDUCTIBLE					$ XXXXXXX
	[X] RETENTION $ 25,000					$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	WA7-64D-005170-010	6/1/2010	6/1/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)				E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
					E.L. DISEASE POLICY LIMIT	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

10897800

City Of Montebello
1600 West Beverly Boulevard
Montebello CA 90640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'PLAEX02'.

Second Amendment to Agreement 2207

This Second Amendment to Agreement 2207 – Memorandum of Understanding ("***Amendment***") is made as of August 24, 2011, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("***City***"), and PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation ("***PXP***")

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 – Memorandum of Understanding dated February 9, 2005 ("***Agreement 2207***"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") (Agreement 2207, as amended by the First Amendment, hereinafter referred to as "Agreement 2207").

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2011

WHEREAS, City and PXP desire to extend the term of Agreement 2207 as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and PXP agree as follows:

1 Definitions. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the same meanings as given to them in Agreement 2207

2. Amendment of Section 2.B of Agreement. Section 2.B of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by PXP until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, "Termination Date" shall mean December 31, 2013 "

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

5 Authority to Sign. Each of the persons executing this Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Agreement on behalf of said Party, and (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Amendment.

6. No Other Changes. Except as expressly set forth in this Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties as of the date and year first above written.

[*Signature Page to Second Amendment*]

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: _____

Name: Art Barajas

Title: Mayor

ATTEST

_____
Robert J. King
City Clerk

"PXP"

PLAINS EXPLORATION & PRODUCTION COMPANY, a Delaware corporation

By: _____

Name: STEVEN P. RUSCH

Title: V.P EH&S AND GOVT. AFFAIRS

By: _____

Name: _____

Title: _____

Third Amendment to Agreement 2207

This Third Amendment to Agreement 2207 - Memorandum of Understanding ("Third Amendment") is made as of August 1, 2013, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("City"), and FREEPORT-MCMORAN OIL & GAS LLC., a Delaware Limited Liability Company ("Freeport") as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY ("PXP").

RECITALS

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 - Memorandum of Understanding dated February 9, 2005 ("Agreement 2207"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") and a Second Amendment to Agreement 2207, made as of August 24, 2011 (the "Second Amendment") (Agreement 2207, as amended by the First Amendment and the Second Amendment, unless otherwise specifically identified, shall hereinafter be referred to collectively as "Agreement 2207");and

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2013; and

WHEREAS, City and Freeport desire to extend the term of Agreement 2207 and to include a Public Safety Support Fee as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Freeport agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Third Amendment shall have the same meanings as given to them in Agreement 2207

2. Amendment of Section 2.B. of Agreement. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Freeport until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, "Termination Date" shall mean December 31, 2015."

3. Addition of Section 2.D. to the Agreement. Section 2.D. as set forth below is hereby added to Agreement 2207:

"D. Public Safety Support Fee – Commencing January 1, 2014, in addition to the Oil Production Payment set forth in Section 2.A., above, Freeport shall pay to the City an amount equal to two percent

(2%) of the monthly average gravity adjusted crude oil price for the applicable calendar month of production posted on the Internet with respect to the oil production at the Site (or in the absence of such posting on the Internet, a similarly crude oil price posting by another major oil purchaser to be selected by Freeport, or a composite thereof, using the Buena Vista Oilfield in Kern County, California, as the model) multiplied by the number of net barrels of crude oil produced by Freeport at the Site for a given calendar month, minus applicable transportation costs paid by Freeport per barrel for the purpose of supporting the City's Fire Department services ("Public Safety Support Fee").

The manner of calculating the Public Safety Support Fee and the timing of such payment shall be identical to the Oil Production Payment as set forth in this Section 2, including the Method of Calculation set forth as Exhibit 1 to the Amendment to Agreement 2207.

Public Safety Support Fee payments shall be deposited into a separate City fund utilized solely for the City's Fire Department services and equipment, as set forth and as limited herein. The term "the City's Fire Department services and equipment" shall include, but not be limited to, acquisition and installation of a new communications system, the purchase of fire protective gear and for other related fire service costs. However, in no event shall the Public Safety Support Fee be directed to or paid for the cost of salaries, salary increases, or benefits for current City Fire Department personnel, but may be used to hire additional City Fire Department personnel or may be used to supplant grant funds currently received by the City's Fire Department for fire personnel, in the event that current grant funds are not renewed."

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

5. Authority to Sign. Each of the persons executing this Third Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Third Amendment on behalf of said Party, and (iii) by so executing this Third Amendment, such Party is formally bound to the provisions of this Third Amendment.

6. No Other Changes. Except as expressly set forth in this Third Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[END OF TEXT OF THIRD AMENDMENT. SIGNATURE PAGE TO FOLLOW.]

[SIGNATURE PAGE TO THIRD AMENDMENT OF AGREEMENT 2207]

IN WITNESS WHEREOF, this Third Amendment has been executed by the Parties as of the date and year first above written.

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By _____

Name: Christina Cortez

Title: Mayor

"FREEPORT"

FREEPORT-MCMORAN
OIL & GAS LLC., a Delaware
Limited Liability Company

By _____

Name: Steve Rusch

Title: Vice President

ATTEST

_____
Daniel Hernandez
City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

FOURTH AMENDMENT TO AGREEMENT 2207

This Fourth Amendment to Agreement 2207 - Memorandum of Understanding ("Fourth Amendment") is made as of December 9, 2015, by and between the CITY OF MONTEBELLO, a general law municipal corporation incorporated and existing under the laws of the State of California ("City"), and FREEPORT-MCMORAN EXPLORATION & PRODUCTION LLC, a Delaware Limited Liability Company ("Freeport") as assignee of FREEPORT-MCMORAN OIL & GAS LLC as successor by merger to PLAINS EXPLORATION & PRODUCTION COMPANY ("PXP").

RECITALS

WHEREAS, City and PXP previously entered into that certain "Agreement 2207 - Memorandum of Understanding dated February 9, 2005 ("Agreement 2207"), which addressed the rights and obligations of the Parties regarding City's waiver of the imposition and collection of City's business license tax on PXP in exchange for PXP's agreement to pay the Oil Production Payment on a quarterly basis during the term of Agreement 2207; and

WHEREAS, City and PXP entered into an Amendment to Agreement 2207, made as of December 31, 2009 (the "First Amendment") and a Second Amendment to Agreement 2207, made as of August 24, 2011 (the "Second Amendment");

WHEREAS, City and Freeport-McMoRan Oil & Gas LLC, as successor by merger to PXP, entered into a Third Amendment, made as of August 1, 2013 (the "Third Amendment")(Agreement 2207, as amended by the First Amendment, the Second Amendment and the Third Amendment, unless otherwise specifically identified, shall hereinafter be referred to collectively as "Agreement 2207");

WHEREAS, Freeport-McMoRan Oil & Gas LLC requested and City agreed to the assignment of all of Freeport-McMoRan Oil & Gas LLC's interest in and Agreement 2207 to Freeport; and

WHEREAS, the term of Agreement 2207 currently expires on December 31, 2015; and

WHEREAS, City and Freeport desire to extend the term of Agreement 2207 and to include a Public Safety Support Fee as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Freeport agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Fourth Amendment shall have the same meanings as given to them in Agreement 2207

2. Amendment of Section 2.B. of Agreement. Section 2.B. of Agreement 2207 is hereby deleted in its entirety and replaced with the following:

"Commencing January 1, 2005, the Oil Production Payment shall be provided to City by Freeport until the Termination Date specified herein. Such payment shall be paid on a quarterly basis within 45 days following the end of each calendar quarter. For purposes hereof, "Termination

Date" shall mean December 31, 2020."

3. Amendment of Section 2.D. to the Agreement. Section 2.D. is hereby deleted in its entirety and replaced with the following:

> "D. Public Safety Support Fee - Commencing January 1, 2014, in addition to the Oil Production Payment set forth in Section 2.A., above, Freeport shall pay to the City an amount equal to two percent (2%) of the monthly average gravity adjusted crude oil price for the applicable calendar month of production posted on the Internet with respect to the oil production at the Site (or in the absence of such posting on the Internet, a similarly crude oil price posting by another major oil purchaser to be selected by Freeport, or a composite thereof, using the Buena Vista Oilfield in Kern County, California, as the model) multiplied by the number of net barrels of crude oil produced by Freeport at the Site for a given calendar month, minus applicable transportation costs paid by Freeport per barrel for the purpose of supporting the City's Fire and Police Department services ("Public Safety Support Fee").
>
> The manner of calculating the Public Safety Support Fee and the timing of such payment shall be identical to the Oil Production Payment as set forth in this Section 2, including the Method of Calculation set forth as Exhibit 1 to the First Amendment to Agreement 2207.
>
> Public Safety Support Fee payments shall be accounted for in a separate City fund utilized solely for the City's Fire and Police Department services and equipment, as set forth and as limited herein. In no event shall the Public Safety Support Fee be directed to or paid for the cost of salaries, salary increases, or benefits for current City Fire and Police Department personnel, but may be used to hire additional City Fire and Police Department personnel.

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

5. Authority to Sign. Each of the persons executing this Fourth Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Fourth Amendment on behalf of said Party, and (iii) by so executing this Fourth Amendment, such Party is formally bound to the provisions of this Fourth Amendment.

6. No Other Changes. Except as expressly set forth in this Fourth Amendment, all other terms and conditions of Agreement 2207 shall remain unchanged and in full force and effect.

[END OF TEXT OF FOURTH AMENDMENT. SIGNATURE PAGE TO FOLLOW.]

[SIGNATURE PAGE TO FOURTH AMENDMENT OF AGREEMENT 2207]

IN WITNESS WHEREOF, this Fourth Amendment has been executed by the Parties as of the date and year first above written.

"CITY"

CITY OF MONTEBELLO,
a California municipal corporation

By: _____

Name: Francesca Tucker-Schuyler

Title: City Manager

ATTEST

_____
City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman,
City Attorney

"FREEPORT"

FREEPORT-MCMORAN
OIL & GAS LLC, a Delaware
Limited Liability Company

By _____

Name: Steve Rusch

Title: Vice President

FREEPORT-McMoRan OIL & GAS

VIA CERTIFIED MAIL

September 4, 2015

CITY OF MONTEBELLO
ATTN: CITY ADMINISTRATOR
1600 WEST BEVERLY BLVD.
MONTEBELLO, CA 90640

Re: Consent to Assignment
MEMORANDUM OF UNDERSTANDING

Dear Sir/Madam:

Freeport-McMoRan Oil & Gas LLC ("FM O&G") intends to assign to its wholly owned subsidiary company, Freeport-McMoRan Exploration & Production LLC or another of its affiliate or subsidiary companies, all of FM O&G's interest in and to the following Contract ("Contract"):

- MEMORANDUM OF UNDERSTANDING dated effective 2/9/2005, between PLAINS EXPLORATION & PRODUCTION and CITY OF MONTEBELLO, a copy of which is attached. Also included, are (3) amendments.

Pursuant to the terms of the Contract, FM O&G hereby requests your consent to such assignment.

Thank you for your consideration of this request. Please indicate your consent in the space below and return one (1) copy of this letter via U.S. Postal Service in the enclosed prepaid envelop to Freeport-McMoRan Oil & Gas, Attn: Larry Aguirre, 717 Texas Avenue, Suite 2100, Houston, TX 77002, or by fax to (713) 579-6797, or by email to larry_aguirre@fmi.com. Your timely attention to this matter is appreciated.

If you have any questions, please contact Larry Aguirre via phone at (713) 579-6517 or via email at larry_aguirre@fmi.com

Sincerely,

Stephen T. Burke

Stephen T. Burke
Director Land & Property Administration

AGREED to and ACCEPTED
CITY OF MONTEBELLO

This 1st day of October, 2015

By: Francesca Tucker-Schuyler

Name: Francesca Tucker-Schuyler

Title: City Manager

Consent: 306

ITEM # 31

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Joseph Palombi, Director of Planning and Community Development

SUBJECT: **Approving a Resolution No. 21-64 Amending the Budget to the Fiscal Year 2021-2022 Annual Action Plan to Incorporate Additional Community Development Block Grant (CDBG) Funding**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council adopt Resolution No. 21-64:

1) Adopt a Resolution amending the budget to the Fiscal Year 2021-22 Community Development Block Grant (CDBG) and Home Investment Partnerships Annual Action Plan to incorporate additional CDBG funding; and

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

FISCAL IMPACT

The U.S. Department of Housing and Urban Development (HUD) is increasing the City's annual Community Development Block Grant (CDBG) allocation by 1.5% ($9,981). The City will now receive a total of $687,276 in CDBG funding in FY 2021-22. Adjustments to specific budget line-items will be made to allocate these additional funds.

BACKGROUND

Each year the United States Department of Housing and Urban Development (HUD) provides funding for Housing and Community Development Programs to the City of Montebello, specifically Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funds.

On May 12, 2021, the City Council approved the FY 2021-22 Annual Action Plan. On May 13, 2021, HUD notified the City that there was an error in the previously announced

FY 2021-2022 CDBG formula allocation, causing all CDBG grants to be less than what should have been allocated by formula. HUD corrected the error, and the City was notified that it was receiving an additional $9,981 in FY 2021-2022 CDBG funding. This allocation changes the total CDBG funding allocation from $677,295 to $687,276 ($9,981 in additional CDBG allocations).

In accordance with the City's Citizen Participation Plan, changes in CDBG funded activities that are less than 50% of the City's allocation do not warrant a Substantial Amendment process. However, the budget adjustment does require City Council approval. Staff is proposing that the additional funds be programmed to Heart of Compassion.

ANALYSIS

Table 1 provides a summary of the updated available funding, separated by source. The totals represent the net amount, less the allowed administrative percentage to be used to manage both the CDBG and HOME programs. Table 2, on the next page, provides details on the amounts of each funding source and specific program to which the funding is proposed – with the highlighted rows indicating to where the additional CDBG funds of $9,982 will be allocated..

Table 1

UPDATED CDBG FY 2021-2022		
$	687,276.00	CDBG Allocation
$	9,892.00	Program Income
$	697,168.00	Total Allocation
$	(139,433.00)	Administration CAP (20% of Allocation)
$	557,735.00	Total Available for Programming

HOME FY 2021-2022		
$	300,695.00	HOME Allocation
$	201,628.00	HOME Carryover Funds
$	502,323.00	Total Allocation
$	(30,069.00)	Administration CAP (10% of Allocation)
$	472,254.00	Available for Programming

Table 2

Proposed Project Name	Funding	Approved FY 2021-2022	Proposed Updated FY 2021-2022
Housing Rights Center	CDBG Admin	$ 20,000	$20,000
CDBG Program Administration	CDBG Admin	$ 117,437.23	$119,433
Section 108 - Whittier Blvd.	CDBG	$ 471,596	$471,596
Heart of Compassion (HOC)	CDBG	$ 15,000	$22,986
YMCA Montebello/Commerce	CDBG	$ 15,000	$15,000
Montebello Community Assistance Program (MCAP)	CDBG	$ 8,154	$8,154
Summer Youth Employment Program (SYEP)	CDBG	$40,000	$40,000
HOME Program Administration	HOME Admin	$ 30,069	$30,069
Housing Rehabilitation and Preservation Program	HOME	$ 100,000	$100,000
Acquisition & New Construction	HOME	$ 372,254	$372,254

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 is a project under CEQA.

Staff has reviewed the Project 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 may be subject to environmental review prior to implementation.

SUMMARY

Following City Council adoption, the Revised Annual Action Plan will be submitted to HUD for approval. Funding for the various administrative and programmatic uses are appropriated in the FY 2021-22 adopted budget. Staff will appropriate funds in the proper accounts in the CDBG and HOME budgets (Funds 255 and 260, respectively), updating specific accounts to allocate the additional CDBG funding of $9,981.

ATTACHMENT (S):

A. Attachment A – Proposed Resolution No. 21-64

ATTACHMENT A

RESOLUTION NO. 21-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, APPROVING A RESOLUTION AMENDING THE BUDGET TO THE FISCAL YEAR 2021-2022 ANNUAL ACTION PLAN TO INCORPORATE ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING

RECITALS

WHEREAS, the City of Montebello (the "City") has applied and received Community Development Block Grant (CDBG) funds from the Government of the United States under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is the federal agency that promulgates regulations and oversees the administration of the CDBG program; and

WHEREAS, the City was informed by HUD that there was an error in the formula calculation for its FY 2021-22 CDBG allocation, previously noted as $677,295; and

WHEREAS, the City's correct CDBG allocation is $687,276, a difference of $9,981, and increase of 1.5%; and

WHEREAS, the City Council desires to add the additional funds to the Heart of Compassion, Fighting Hunger – Feeding Hope Program.

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

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. The City Council of the City of Montebello approves the amended FY 2021-22 CDBG budget to increase the overall allocation to $687,276, with the additional $9,981 added to the Hearts of Compassion (Fighting Hunger – Feeding Hope) and CDBG Program Administration activities ($7,986 and $1,996 respectively).

SECTION 3. The City Council hereby allows staff to make minor technical modifications and/or necessary corrections to the Action Plan as required by HUD.

SECTION 4: 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 28th day of July 2021.

_____

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. 21-64 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 28th day of July 2021 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 # 32

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Joseph A. Palombi, Director of Planning and Community Development
Arnold M. Alvarez-Glasman, City Attorney
Nvair G. Ozonian, Deputy City Attorney

SUBJECT: **Approve Three (3) Amendments to Commercial Cannabis Business Development Agreements Nos. 3718 (DA 23-19), 3654 (DA 07-19), and 3721 (DA 27-19)**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1. Approve, in substantially the form as presented, three (3) Amendments to Cannabis Business Development Agreement Nos. 23-19, 07-19, and 27-19 (collectively referred to as the "Amendments") for the operation of commercial cannabis activities in the City of Montebello, and authorize the City Attorney's Office to make final and technical edits or revisions, if any, prior to execution; and

2. Condition the approval of the three (3) Amendments on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than August 27, 2021, and on a case-by-case basis, authorize the Director of Planning and Community Development or his designee i discretion to provide the applicant(s) additional time if necessary in light of the current COVID-19 logistical limitations; and

3. Adopt findings contained herein exempting the three (3) Amendments from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the applicable Notices of Exemption for each project recommended for approval; and

4. Take such additional, related action that may be desirable, and/or provide the City Attorney's office and/or staff with additional or alternative directive(s).

FISCAL IMPACT

The recommended action will have a substantially positive fiscal impact to the City by generating operating fees based on the gross receipts' percentages and square footage, as applicable, and annual community benefit fees in the annual amount of $50,000 per location.

An estimate of total, ongoing revenue from these operations is not possible until they begin operating. Staff in the Community Development and Finance Departments work together to ensure all operating businesses abide by the terms of their respective development agreements. Staff will work to ensure proper reporting of activity and collection of revenue due occurs once operations commence for the various cannabis operators. Subsequent budgets will include projections of cannabis related revenue.

BACKGROUND

On September 13, 2017, the City of Montebello adopted Ordinance Nos. 2399 and 2400 adding Chapters 5.90 and 17.71 to the City Municipal Code allowing cannabis cultivation, manufacturing, and testing with a required development agreement and conditional use permit under specified location restrictions.

On June 13, 2018, the City adopted Ordinance Nos. 2404 and 2405, adding delivery-only retail sales and distribution along with cultivation, manufacturing, and testing as conditionally approved activities/uses in the M-1 and M-2 zones with a required development agreement and sensitive use buffer of 600 feet from residential zones and other sensitive uses.

On February 13, 2019, the City Council held a public hearing for the selection of potential cannabis operators for Phase 3 consideration and adoption of fees. The City Council selected 21 potential operators, adopted cannabis business application fees, and established a conditional use permit filing due date of March 4, 2019 for said operators.

Since the March 4, 2019 conditional use permit filing deadline, multiple departments of City staff and the City Attorney's Office have worked with said operators to finalize the conditional use permit application and negotiate a final development agreement, respectively. Prior to today's meeting, the City has already approved both the conditional use permit and development agreement for twenty-four (24) operators.

Additionally, at the October 15, 2019 Planning Commission meeting, the Commission approved one (1) conditional use permit, and at the November 5, 2019 Planning Commission meeting, the Commission approved three (3) conditional use permits. The latter three (3) conditional use permits were originally Phase 2 applicants that were temporarily stayed from Phase 3 consideration. On December 18, 2019, City Council approved the final four (4) cannabis development agreements for the four (4) operators who were granted said conditional use permits on October 15, 2019 and November 5, 2019.

On February 3, 2020, City Council approved the transfer of, and/or modifications to, ownership of four (4) development agreements. However, one of the proposed new owners did not subsequently meet or complete the material conditions to execute the modification, therefore same became null and void and became subject to a new proposed transfer (i.e., Development Agreement No. 11-19).

On May 27, 2020, City Council approved the transfer of, and/or modifications to, ownership of three (3) development agreements. Three (3) proposed modifications to commercial cannabis Development Agreements are before City Council's consideration at tonight's meeting.

ANALYSIS

Of the twenty-four (24) already approved Commercial Cannabis Business Development Agreements ("Development Agreements"), three (3) applicants with fully executed Development Agreements submitted written application forms, with supporting documentation and application fees to the City, seeking modifications to its Development Agreement.

Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement *without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71.* In addition, Article 2 of the Development Agreement, "Permitted Uses," allows for an Owner to apply for an amendment to the Agreement and issued Conditional Use Permit to add a permitted commercial cannabis activities *with the approval of the City's Planning Commission or City Council, as required by Montebello Municipal Code Chapters 5.90 and 17.71.*

The three (3) requests before the City Council on July 28, 2021 include a transfer and/or change in ownership, an addition of approved commercial cannabis activity, and expansion of operations. Table 1, below, illustrates the Amendments to Commercial Cannabis Development Agreements, that are being recommended for approval to the City Council by City staff at the July 28, 2021 meeting.

TABLE 1 – Amendments to Development Agreements Recommended for City Council Approval

DA #	Applicant	CUP Approved Activity	Project Location
23-19	Blue Basil, LLC	C/M/D/DR	7733 Telegraph Road
07-19	Saint's Place, LLC	C/M/D/DR	728 Vail Avenue
27-19	Montvail, Inc.	C/D/DR	1040 Vail Avenue

Key: C – Cultivation | M – Manufacturing | D – Distribution | DR – Delivery-Only Retail

The applicants above are requesting an amendment to their Development Agreements for a transfer and/or change in ownership, additional approved commercial cannabis activity, or an expansion of operations. The proposed changes are summarized in Table 2.

TABLE 2 – Proposed Modifications

DA #	Applicant ("Assignor")	Type of Change	Proposed New Owner(s) and Legal Entity ("Assignee")
23-19	Blue Basil, LLC	a. Expansion of Operations b. Addition of Cultivation as permitted commercial cannabis activity in DA	N/A
07-19	Saint's Place, LLC	a. Addition of Cultivation as permitted commercial cannabis activity in DA	N/A
27-19	Montvail, Inc.	b. 50%, 40% and 10% Sale/Transfer to New Owners, Respectively, Under Amended, Same Entity	a. Nuritsa Poghosyan, Suzana Ghukasyan, Gladis Gabrielovna b. Montvail, Inc.

In accordance with the terms of the Development Agreement, including Articles 19 and 2, Applicants have provided to the City of Montebello a written application form seeking a modification to the Development Agreement and respective Conditional Use Permit ("CUP"), for City's consent to assignment and change of ownership, addition of permitted commercial cannabis activity, and expansion of operations. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Applicant is a qualified applicant for purposes of the terms of the Development Agreement and the CUP.

In the event of missing or incomplete application information, or exhibits to the Amendments, if any, staff is recommending that City Council condition the approval of the Amendment to Cannabis Business Development Agreement on the respective owner(s) and operator(s) clearing the requisite background checks, providing all exhibits to the development agreement amendments and missing information, if any, to the City of Montebello in a form acceptable to the City Attorney's Office no later than August 27, 2021.

ENVIRONMENTAL ASSESSMENT

The California Environmental Quality Act ("CEQA") requires public agencies to analyze and consider the impacts a "project" may have on the environment. A project is only subject to CEQA if the project requires a discretionary decision by the public agency. The required level of review depends on the probability and intensity of project related impacts. Additionally, a project may be exempt from CEQA review if the project qualifies for a categorical exemption.

City staff determined that approval of the Amendments to development agreements qualify as a project pursuant to CEQA. As such, staff determined that the proposed projects anticipated by the Amendments to Development Agreements require CEQA compliance. After a thorough examination of the project applications of each proposed facility, including, but not limited to, standard operating procedures ("SOPs"), security plan, site plan and environmental data form, staff determined that the projects meet the provisions of CEQA Categorical Exemptions. These categorical exemptions were mandated by Public Resource Code Section 21084 and listed as a part of the CEQA Guidelines by the Secretary for Resource in Article 19 of the CEQA Guidelines.

Additionally, the projects contemplated by Amendment Nos. 23-19, 07-19, and 27-19 were already previously analyzed for environmental impacts, and includes only minor interior alterations to the respective subject property. This zone was previously analyzed for environmental impacts with the approval of the conditional use permits for the subject property. Impacts were evaluated based on the anticipated activities likely to occur in such zone and City staff has determined that such "project", pursuant to the California Environmental Act (CEQA) Section 15301 (Existing Facilities) Class 1, consist of projects characterized as existing facilities meeting the following conditions described in said section:

1. The project consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public and private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.
2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
3. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
4. The project site has no value as habitat for endangered, rare or threatened species.
5. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
6. The site can be adequately served by all required utilities and public services.

Commercial cannabis activities are like in nature to those uses allowed by right currently existing or allowed in the M-1 and M-2 zones in which commercial cannabis activities are proposed. Further, as referenced hereinabove, the proposed three (3) projects have been approved as conditionally allowed uses by the Planning Commission, and a determination at that time was made that the projects were categorically exempt. Therefore, there is no nexus between commercial cannabis activities and additional significant environmental impacts in the zones that allow such activities.

There has been no scientific or factual data presented, to date, identifying any direct or indirect environmental impacts resulting from the manufacturing process or any other cannabis related activity. In fact, many of the processes used in the manufacturing of cannabis, like extraction methods, are currently used in other manufacturing industries. Furthermore, impacts can be mitigated or otherwise regulated by the permitting process of other regulatory agencies. For example, all manufacturing facilities are required to obtain approvals and permits by the Fire Department and regional air quality management districts.

None of the conditions described in CEQA Guidelines, requiring the preparation of a Negative Declaration, Mitigated Negative Declaration or Environmental Impact Report, will occur as part of the proposed projects contemplated as part of the DAs. The City Council has the authority and discretion to make findings exempting the approval of the Development Agreement from further CEQA review. Therefore, in accordance with Section 15061(d) of the CEQA Guidelines, the City staff recommends that the City Council adopt these findings exempting the development agreements from further CEQA review and direct staff to file a Notice of Exemption for each project recommended for approval. In this regard, a Notice of Exemption from the California Environmental Quality Act CEQA for each development agreement have been prepared pursuant to CEQA (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Title 14, California Code or Regulations, Division 6, Chapter 3, §15000 et seq.) prior to the City Council's consideration for approval. The subject development agreements are "projects" that are subject to environmental review.

SUMMARY

City staff recommends that the City Council approve the three (3) Amendments for the operation of commercial cannabis activities in the City of Montebello, and adopt findings contained herein exempting the Amendments to the development agreements from further CEQA review under CEQA Section 15301, and direct staff to prepare and file the appropriate Notice of Exemption for each project recommended for approval.

ATTACHMENT(S):

A. Attachment A – First Amendment to, Commercial Cannabis Business Development Agreement No. 23-19 (3718)
B. Attachment B – Second Amendment to, and Assignment and Assumption of, Commercial Cannabis Business Development Agreement No. 27-19 (3721)
C. Attachment C – First Amendment to Commercial Cannabis Business Development Agreement No. 07-19 (3654)

CITY OF MONTEBELLO
AMENDMENT NO. 1 TO AGREEMENT NO. 3718

FIRST AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19

THIS FIRST AMENDMENT TO COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 23-19 ("the First Amendment") is entered into this ____th day of July, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, and BLUE BASIL, LLC, a California limited liability company ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to Commercial Cannabis Development Agreement No. 23-19.

RECITALS

WHEREAS, on February 14, 2018, Ordinance No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, on June 13, 2018, Ordinance No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinance No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, on October 15, 2019, a Conditional Use Permit No. CUP 23-19 (*hereinafter* "CUP") was submitted by Christina D'Angelo with Blue Basil, LLC, and approved by the Planning Commission to conduct commercial cannabis activities; and

WHEREAS, on December 18, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 23-19 BETWEEN THE CITY OF MONTEBELLO AND BLUE BASIL, LLC" (the "Development Agreement"); and

WHEREAS, a CUP No. 23-19-M1 application was submitted by Christina D'Angelo with Blue Basil, LLC, to amend CUP No. 23-19 to expand operations and allow for indoor cannabis Cultivation (59,841 square feet) as a conditionally permitted use to go with previously approved cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery located at 7733 Telegraph Road (APN 6354-028-033); and

WHEREAS, after conducting a duly noticed CUP hearing on March 16, 2021, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 23-19-M1; and

WHEREAS, presently, Owner has a leasehold interest in a certain real property located at 7733 Telegraph Road ("Site") for the purpose of conducting commercial cannabis related activities which shall include, but not be limited to, commercial cannabis manufacturing, delivery-only retail, distribution, and cultivation. Such commercial cannabis facilities shall operate in accordance with all applicable provisions of California Business and Professions Code, California Health and Safety Code, California Revenue and Taxation Code, California Vehicle Code, California Water Code, California Code of Regulations, and the City of Montebello Municipal Code as it applies to such facilities as such provisions may be amended from time to time (collectively the "Applicable Cannabis Laws"). Prior to operating a cannabis manufacture site, deliver-only site, distribution site, and cultivation site, as those terms are defined in the Montebello Municipal Code ("Manufacturing, Delivery-Only Retail, Distribution, and Cultivation Facility"), Owner shall be required to obtain a Conditional Use Permit from the City, and any and all related permits and licenses prior to the operation of same, pursuant to Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, Owner intends on obtaining one or more additional permanent annual California State License(s), pursuant to Applicable Cannabis Laws, to operate a Cultivation Facility at the Site in addition to existing Manufacturing, Delivery-Only Retail, and Distribution Facility operations at the Site ("Project"). The definition of "Owner" hereunder shall mean and refer to the fee simple owner and/or any authorized tenant of the Site to the extent such party holds or is covered by a City Conditional Use Permit; and is not intended to necessarily be coextensive with the definition of that term as defined in California Business & Professions Code Section 26001(al); and

WHEREAS, the Project will consist of such final square footage to be consistent with Owner's final approved CUP, as may be amended pursuant to the CUP and/or this agreement. The building will be divided into major spaces for cultivation, manufacturing, delivery and general business offices as follows:

Cultivation: The Project's cultivation area includes the following uses: flowering rooms, a drying and trimming room, a vegetation room and cloning room. Total area of these uses will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. Cultivation operations would occur 24-hours daily;

Manufacturing: The Project will include a manufacturing room that would be used initially for packaging products. Under the manufacturing license, the Owner will conduct additional manufacturing activities including, volatile extraction (Type 7 Manufacturing). The total area of these uses will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. Manufacturing operations would occur 24-hours daily.

Non-Storefront Retail Delivery: The retail delivery activities will occur within the delivery office. The total area of this use will be enumerated with an estimated square footage footprint within the Owner's final approved CUP or building permits. All delivery activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation;

Distribution: The distribution activities will occur within the distribution area. The total area of this use will be enumerated with an estimated square footage footprint within Owner's final approved CUP or building permits. All distribution activities will be conducted in accordance with Applicable Cannabis Laws. Including, but not limited to specified hours of operation;

General Business Offices: The Project will be open from 12:00 a.m. to 12:00 p.m., Monday through Sunday;

Parking/Loading/Access: The proposed Project provides parking spaces in accordance with the City-approved Site Plan;

Security: The Project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial-grade locks, installing an alarm and video surveillance system, establishing procedures for identifying authorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with Montebello Municipal Code Chapters 5.90 and 17.71.

The proposed layout of the site is as shown in the attached Site and/or Floor Plans, in **Exhibit C**. The Project will consist of a vertically integrated commercial cannabis facility compliant with Applicable Cannabis Laws that will provide several levels of cannabis production, processing, and distribution.

This includes:

1) Cultivation and processing of young and mature cannabis plants.
2) Research and development of cannabis plants and strains.
3) Manufacturing of cannabis and its derivatives through volatile and non-volatile extraction.
4) Manufacturing of cannabis food products.
5) Packaging and storage of cannabis products.
6) Distribution of cannabis products.
7) Retail delivery of cannabis products.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):
6:00 AM to 10:00 PM for general business hours, 24-hours for internal operations

Owner has applied for the following State cannabis licenses:

1) Indoor Cultivation
2) Manufacturing (Volatile Type 7)
3) Non-Storefront Retail Delivery (Type 9)
4) Distribution (Type 11)

WHEREAS, Article 2 of the Development Agreement, "Permitted Uses," provides that an Owner may apply for an amendment to a Development Agreement and to the issued CUP so long as approval is received by the City's Planning Commission and City Council, as required, to amend the Permitted Uses at the Site; and

WHEREAS, Article 20 of the Development Agreement prohibits an Owner from operating a commercial cannabis facility authorized under the municipal code unless it is a holder of a valid CUP issued by the City in accordance with the procedures and requirements of Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, it is the intention of BLUE BASIL, LLC to modify this Development Agreement to expand operations and add commercial cannabis Cultivation to the Permitted Uses under the Agreement; and

WHEREAS, in accordance with the terms of the Development Agreement, Owners have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to expand operations and to add Cultivation as a permitted use. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Owners are qualified for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of an approved amended CUP 23-19-M1 and allowing Cultivation as an additional cannabis activity at 7733 Telegraph Road; and

WHEREAS, this First Amendment is intended to meet the requirements of Article 2 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an amendment to expand operations and add Cultivation as an additional commercial cannabis activity, and is executed with the consent of the City of Montebello as contemplated in the Development Agreement; and

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq., have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act ("CEQA") requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City; and

WHEREAS, on July 28, 2021, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 23-19, by and between the City of Montebello and Blue Basil, LLC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Authorizing the Expansion of Operations and Indoor Cannabis Cultivation to the Previously Approved Cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery Activities.

2.1. The First Amendment is to amend Development Agreement No. 23-19 to expand operations and add the commercial cannabis activity of Cultivation (59,841 square feet) as approved under CUP 23-19-M1 to accompany previously approved cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery that will occupy an existing 79,000 square foot building.

2.2. The First Amendment shall take effect and be binding only upon the City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.3. Owners represent and warrant that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit.

2.4. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.5. Exhibits: Owners have caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.5.a. Exhibit C: **Site and/or Floor Plans**
2.5.b. Exhibit D: **Recorded Grant Deed or Executed Lease Agreement**
2.5.c. Exhibit E: **Property Owner Signed and Notarized Consent Form**
2.5.d. Exhibit F: **Conditions of Approval**

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***Section 2.c. Government Code and Municipal Code Required Elements; Permitted Uses.***

The Site may be used for a Cultivation, Manufacturing, Delivery-Only Retail and Distribution Facility as presently authorized under Montebello Municipal Code Chapters 5.90 and 17.71 and for any other use if authorized under applicable provisions of the Montebello Municipal Code ("Permitted Uses"). In the event that the Montebello Municipal Code, California law, and/or Federal law is amended in the future to permit additional commercial cannabis uses, Owners may apply for an amendment to this Agreement and to the issued CUP, both of which must receive approval by the City's Planning Commission or City Council, a required, to amend the Permitted Uses at the Site.

3.2. ***Section 5.a. Facility Operations; Standard Operating Procedures.***

Owners are a lawful entity that will only sell to other legally permitted persons and entities under the Applicable Cannabis Laws, as may be amended from time to time and in accordance with Subsection 2(c) of this Agreement. Prior to operating a Cultivation, Manufacturing, Delivery-Only Retail and Distribution Facility, Owner shall be required to obtain a CUP, and all requirements pursuant to said permit, from the City pursuant to Montebello Municipal Code Chapters 5.90 and 17.71. Further, and notwithstanding anything to the contrary, Owners may operate such cannabis-related activities as permitted in accordance with Applicable Cannabis Laws, including without limitation, as long as such activity is not inconsistent with Montebello Municipal Code Chapters 5.90 and 17.71, this Development Agreement, the City-issued CUP, and the Montebello Municipal Code.

During the term of its CUP and the term of this Agreement, Owners shall operate in accordance with all Applicable Cannabis Laws. Owners shall employ industry standard operating procedures to comply with Applicable Cannabis Laws.

Owners' facility shall employ adequate safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owners shall fully comply with the minimum operating standards regulating the proposed commercial cannabis activity, including, but not limited to those, as set forth in Montebello Municipal Code Chapters 5.90 and 17.71,

and such more specific operational requirements as applied by the CUP and this Agreement.

3.3. ***Section 5.e. Facility Operations; Identification Display*.**

Each owner, manager, employee, and individual member engaged in the processing, manufacturing, distribution, cultivation, or transporting of cannabis shall at all time while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owners.

3.4. ***Section 5.f. Facility Operations; Employee Background Checks/ Procedures for Inventory Control to Prevent Illegal Diversion of Cannabis.***

Only employees who receive clearance from the Montebello Police Department shall be permitted to enter Owners' facility. Each employee will have to meet a criminal background investigation, which at minimum shall include a LiveScan criminal history check conducted and provided by each employee. The City shall make a good faith effort to facilitate within a reasonable time following the issuance of a CUP to Owners. Employees shall not be disqualified for any conviction which would no longer be a felony under California law at the time of the LiveScan criminal history check.

Owners shall not permit and shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the manufacturing, cultivation, distribution, and delivery-only retail of cannabis discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property.

3.5. ***Section 5.k. Facility Operations; Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products.***

Commercial cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel.

Commercial cannabis cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owners shall store its commercial cannabis and/or commercial cannabis products in a secured storage room with T-card identification access for management only. The storage room shall be constructed of fire-rated walls with an appropriate number of cameras installed to view all entries and exits from the storage room, as well as all other activities performed within Owners' facility. Owners will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed facilities in California, in compliance with state and local law in accordance with Subsection 2(c) of this Agreement. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

3.6. ***Section 5.I. Facility Operations; Odor Control.***

All structures shall have adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the City Building Official and installed prior to commencing cultivation or manufacturing within the allowable structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management.

3.7. ***Section 7.b. Payment of City Fees; Cannabis Operation Fees.***

As used herein, "**Premises**" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Owner where the commercial cannabis activities will be or are conducted.

As used herein, "**commercial cannabis activities**" means all permitted activities: e.g. cultivation, possession, manufacture, processing, storing,

packaging, labeling, transportation, sale, delivery or distribution of cannabis and/or cannabis products.

As used herein, "**Gross receipts**" shall mean the total amount of receipts actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "**Gross receipts**" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

As used herein, "**Production Space**" means the area on or within the **Premises** intended for **commercial cannabis activities** excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the Production Space shall be determined by the City Manager in his role and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owners agree to pay to City ninety (90) days after a Certificate of Occupancy is granted, in order to enable City to promote, protect, and enhance the health, safety, and welfare of the community and its residents and its quality of life.

Owner agrees to pay the following percentage of gross receipts and the following price per square footage for cannabis operations, as follows, paid on a quarterly basis to the City ("Cannabis Operation Fee"):

1. **Manufacturing**: 2% of gross receipts

2. **Distribution**: 2.5% of gross receipts, excluding distribution of products manufactured at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner so long as distribution is not the only commercial activity conducted at the Site

3. **Delivery-Only Retail**: 2% of gross receipts

4. **Cultivation**: $10.00 per square foot of canopy space, as defined under the California Code of Regulations Cannabis Cultivation

Program, as may be amended from time to time pursuant to the CUP and/or this Agreement

Any subsequent years of operation after the first ten (10) year term of this Agreement shall be negotiated in good faith by the parties.

A Site with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of Gross Receipts.

The Cannabis Operation Fee shall begin to accrue **ninety (90) days** after a Certificate of Occupancy is granted. Owners shall make payments to the City on a quarterly basis, within ninety (90) calendar days after the last day of each quarter. The first quarter is defined as January 1 through March 21, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. First payment to the City may be prorated, if applicable, to adhere to the latter, uniform quarterly payment schedule.

Failure to pay the Cannabis Operation Fee within thirty (30) calendar days after the due date shall result in a penalty for nonpayment in a sum equal to 10% of the total amount due. Additional penalties will be assessed in the following manner: an additional 10% shall be added to the first day of each calendar month following the month of the imposition of the 10% penalty if these fees remain unpaid in whole or in part – up to a maximum of 100% of the total fee payable on the due date.

3.8. ***Section 7.c. Payment of City Fees.***

Owners understand and agree that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The cultivation, manufacturing, testing, distribution, and delivery space to which the Cannabis Operation Fee applies is as identified on the City-issued final approved floor plan.

3.9. ***Section 17. CUP Conditions of Approval.***

Restatement of Compliance with CUP Conditions of Approval. Owners shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, “Conditions of Approval,” of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brough challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "First Amendment Effective Date" means the date on which all of the following are true: (i) this First Amendment has been signed by all parties; (ii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iii) Exhibits to this First Amendment are finalized, and same have been provided; however, that if these conditions have not been fully satisfied by the Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

_____
Kimberly Cobos-Cawthorne
Mayor

Date:_____

BLUE BASIL, LLC

_____
Christina D'Angelo
Member and Manager

Date:_____

BLUE BASIL, LLC

_____
Alyssa D'Angelo
Member

APPROVED AS TO FORM:

_____
City Attorney
City of Montebello

Date:_____

EXHIBIT “C”

FLOOR PLANS AND/OR SITE PLANS

PROJECT DIRECTORY

APPLICANT

BLUE BASIL, LLC CONTACT: CHRISTINA D'ANGELO
15021 VENTURA BLVD. #324, SHERMAN OAKS, CA. 91403
TELL: 347-351-8309
EMAIL: DANGELO.CHRISTINA@GMAIL.COM

PROPERTY OWNER
THE BRIMELL LLC (ROBERT CRONYN AND JERRY ELKIND, MANAGING MEMBERS)
7733 TELEGRAPH ROAD, MONTEBELLO, CA. 90640

ARCHITECT
HESTIA ATELIER, LLP CONTACT: HIDE IWAGAMI
555 ANTON BLVD. #150 COSTA MESA, CA. 92626
TELL: 949-230-6006
EMAIL: HIDE.IWAGAMI@HESTIAATELIER.COM

PROJECT INFORMATION

ADDRESS: 7733 TELEGRAPH ROAD MONTEBELLO, CA. 90640

APN: 6354-028-033
ZONE: HEAVY MANUFACTURING (M-2)
LOT SIZE: 4.02 ACRES (175,111 SF)
BUILDING SIZE: 78,985 SF
LOT COVERAGE: 45%

SETBACK
FRONT: 10 FEET
SIDE: 5 FEET
REAR: 5 FEET

BUILDING HEIGHT:
PERMITTED: UNLIMITED
EXISTING: 20 FEET

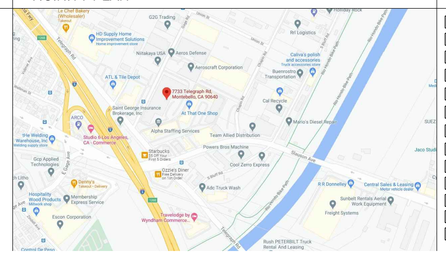
LANDSCAPE AREA:
EXISTING: 13,639 SF (8% COVERAGE)

PREVIOUS BUILDING USE: WAREHOUSE
CURRENT BUILDING USE: VACANT
PROPOSED BUILDING USE: COMMERCIAL CANNABIS CULTIVATION, MANUFACTURING AND DISTRIBUTION

PARKING:
REQUIRED: 79 PARKING STALLS (1 PARKING STALL PER 1,000 SF)
4 LOADING SPACES
PROVIDED: 119 PARKING STALLS
4 LOADING SPACES

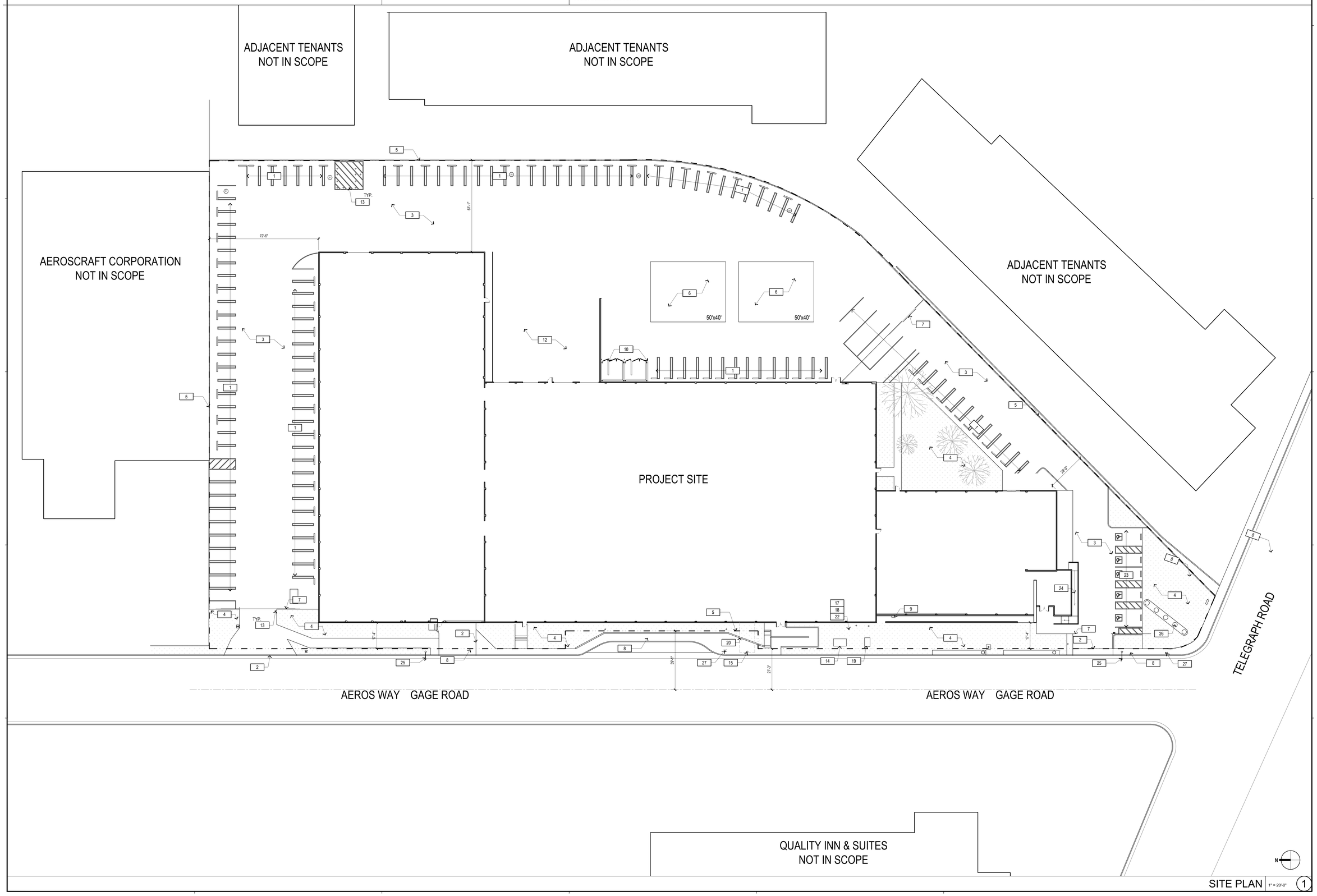
EASEMENTS
NO KNOWN EASEMENT EXISTS ON SITE

VICINITY PLAN



KEYNOTES AND LEGEND

1	EXISTING PARKING	14	EXISTING DCDA VAULT
2	EXISTING DRIVEWAY	15	EXISTING POWER POLE WITH TRANSFORMER
3	EXISTING DRIVE AISLE	16	EXISTING PERIMETER FENCE
4	EXISTING LANDSCAPING	17	EXISTING INDICATOR VALVE
5	EXISTING PROPERTY LINE	18	EXISTING FDC
6	NEW COGEN POWER GENERATION EQUIPMENT	19	EXISTING WATER METER
7	EXISTING ROLLING ACCESS GATE	20	EXISTING POWER EASEMENT
8	EXISTING SIDEWALK	21	NEW TRASH ENCLOSURE
9	EXISTING GAS METER	22	EXISTING PIV
10	NEW TRASH ENCLOSURES	23	NEW HANDICAP PARKING
11	EXISTING SITE EQUIPMENT	24	NEW RAMP
12	EXISTING LOADING ZONE	25	EXISTING ELECTRICAL POLE WITH STREET LIGHT
13	EXISTING BOLLARDS	26	EXISTING SIGNAGE
		27	EXISTING FIRE HYDRANT



SITE PLAN 1" = 20'-0" (1)

HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

LICENSED ARCHITECT
C-34970
REN. 08/31/21
STATE OF CALIFORNIA

Consultant

BLUE BASIL LLC
7733 TELEGRAPH ROAD
MONTEBELLO, CA. 90640

SITE PLAN

Project Number:
Plan Check Number:

A1.0

SPACE A: GREEN

TOTAL MATURE CANOPY SQFT: 9,984 SQFT DOUBLE STACKED

ROOM NUMBER	ROOM NAME	ROOM SIZE	TABLE AREA	DOUBLE STACKED
A-101	CULTIVATION #A1	2,019 SQFT	1,248 SQFT	2,496 SQFT TOTAL
A-102	CULTIVATION #A2	1,359 SQFT	832 SQFT	1,664 SQFT TOTAL
A-103	CULTIVATION #A3	1,359 SQFT	832 SQFT	1,664 SQFT TOTAL
A-104	CULTIVATION #A4	1,887 SQFT	1,344 SQFT	2,688 SQFT TOTAL
A-105	CULTIVATION #A5	1,635 SQFT	736 SQFT	1,472 SQFT TOTAL
A-109	VEG ROOM #A1 (NOT MATURE CANOPY)	1,285 SQFT	768 SQFT	1,536 SQFT TOTAL
A-110	VEG ROOM #A2 (NOT MATURE CANOPY)	1,285 SQFT	768 SQFT	1,536 SQFT TOTAL
A-111	VEG ROOM #A3 (NOT MATURE CANOPY)	1,183 SQFT	608 SQFT	1,216 SQFT TOTAL
A-108	MOM / CLONE (NOT MATURE CANOPY)	996 SQFT		
A-114	DRY ROOM #A1 (NOT MATURE CANOPY)	501 SQFT		
A-124	DRY ROOM #A2 (NOT MATURE CANOPY)	390 SQFT		
A-123	TRIM ROOM (NOT MATURE CANOPY)	882 SQFT		

SPACE B: YELLOW

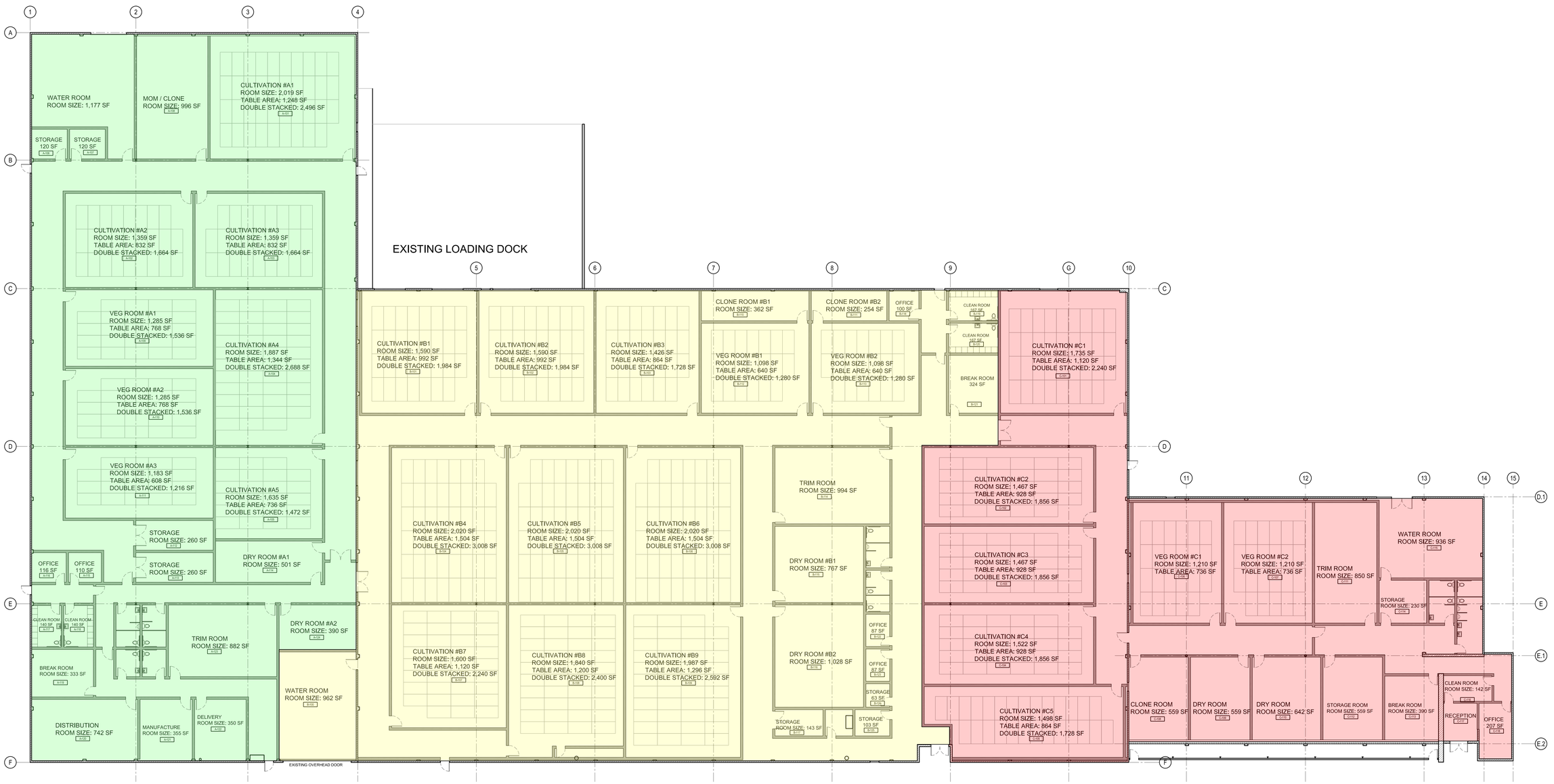
TOTAL MATURE CANOPY SQFT: 21,952 SQFT DOUBLE STACKED

ROOM NUMBER	ROOM NAME	ROOM SIZE	TABLE AREA	DOUBLE STACKED
B-101	CULTIVATION #B1	1,590 SQFT	992 SQFT	1,984 SQFT TOTAL
B-102	CULTIVATION #B2	1,590 SQFT	992 SQFT	1,984 SQFT TOTAL
B-103	CULTIVATION #B3	1,426 SQFT	864 SQFT	1,728 SQFT TOTAL
B-104	CULTIVATION #B4	2,020 SQFT	1,504 SQFT	3,008 SQFT TOTAL
B-105	CULTIVATION #B5	2,020 SQFT	1,504 SQFT	3,008 SQFT TOTAL
B-106	CULTIVATION #B6	2,020 SQFT	1,504 SQFT	3,008 SQFT TOTAL
B-107	CULTIVATION #B7	1,600 SQFT	1,120 SQFT	2,240 SQFT TOTAL
B-108	CULTIVATION #B8	1,840 SQFT	1,200 SQFT	2,400 SQFT TOTAL
B-109	CULTIVATION #B9	1,987 SQFT	1,296 SQFT	2,592 SQFT TOTAL
B-110	CLONE ROOM #B1 (NOT MATURE CANOPY)	362 SQFT		
B-111	CLONE ROOM #B2 (NOT MATURE CANOPY)	254 SQFT		
B-112	VEG ROOM #B1 (NOT MATURE CANOPY)	1,098 SQFT	640 SQFT	1,280 SQFT TOTAL
B-113	VEG ROOM #B2 (NOT MATURE CANOPY)	1,098 SQFT	640 SQFT	1,280 SQFT TOTAL
B-114	TRIM ROOM (NOT MATURE CANOPY)	994 SQFT		
B-115	DRY ROOM #B1 (NOT MATURE CANOPY)	767 SQFT		
B-116	DRY ROOM #B2 (NOT MATURE CANOPY)	1,028 SQFT		

SPACE C: RED

TOTAL MATURE CANOPY SQFT: 9,536 SQFT DOUBLE STACKED

ROOM NUMBER	ROOM NAME	ROOM SIZE	TABLE AREA	DOUBLE STACKED
C-101	CULTIVATION #C1	1,735 SQFT	1,120 SQFT	2,240 SQFT TOTAL
C-102	CULTIVATION #C2	1,467 SQFT	928 SQFT	1,856 SQFT TOTAL
C-103	CULTIVATION #C3	1,467 SQFT	928 SQFT	1,856 SQFT TOTAL
C-104	CULTIVATION #C4	1,522 SQFT	928 SQFT	1,856 SQFT TOTAL
C-105	CULTIVATION #C5	1,498 SQFT	864 SQFT	1,728 SQFT TOTAL
C-106	VEG ROOM #C1 (NOT MATURE CANOPY)	1,210 SQFT	736 SQFT	1,472 SQFT TOTAL
C-107	VEG ROOM #C2 (NOT MATURE CANOPY)	1,210 SQFT	736 SQFT	1,472 SQFT TOTAL
C-108	CLONE ROOM (NOT MATURE CANOPY)	559 SQFT		
C-109	DRY ROOM (NOT MATURE CANOPY)	559 SQFT		
C-110	DRY ROOM (NOT MATURE CANOPY)	642 SQFT		
C-111	TRIM ROOM (NOT MATURE CANOPY)	850 SQFT		



COLORED OVERALL BUILDING PLAN N.T.S. 1

HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

BLUE BASIL LLC
7733 TELEGRAPH RD.
MONTEBELLO, CA. 90640

COLORED OVERALL BUILDING PLAN

Project Number:
Plan Check Number:

A2.0

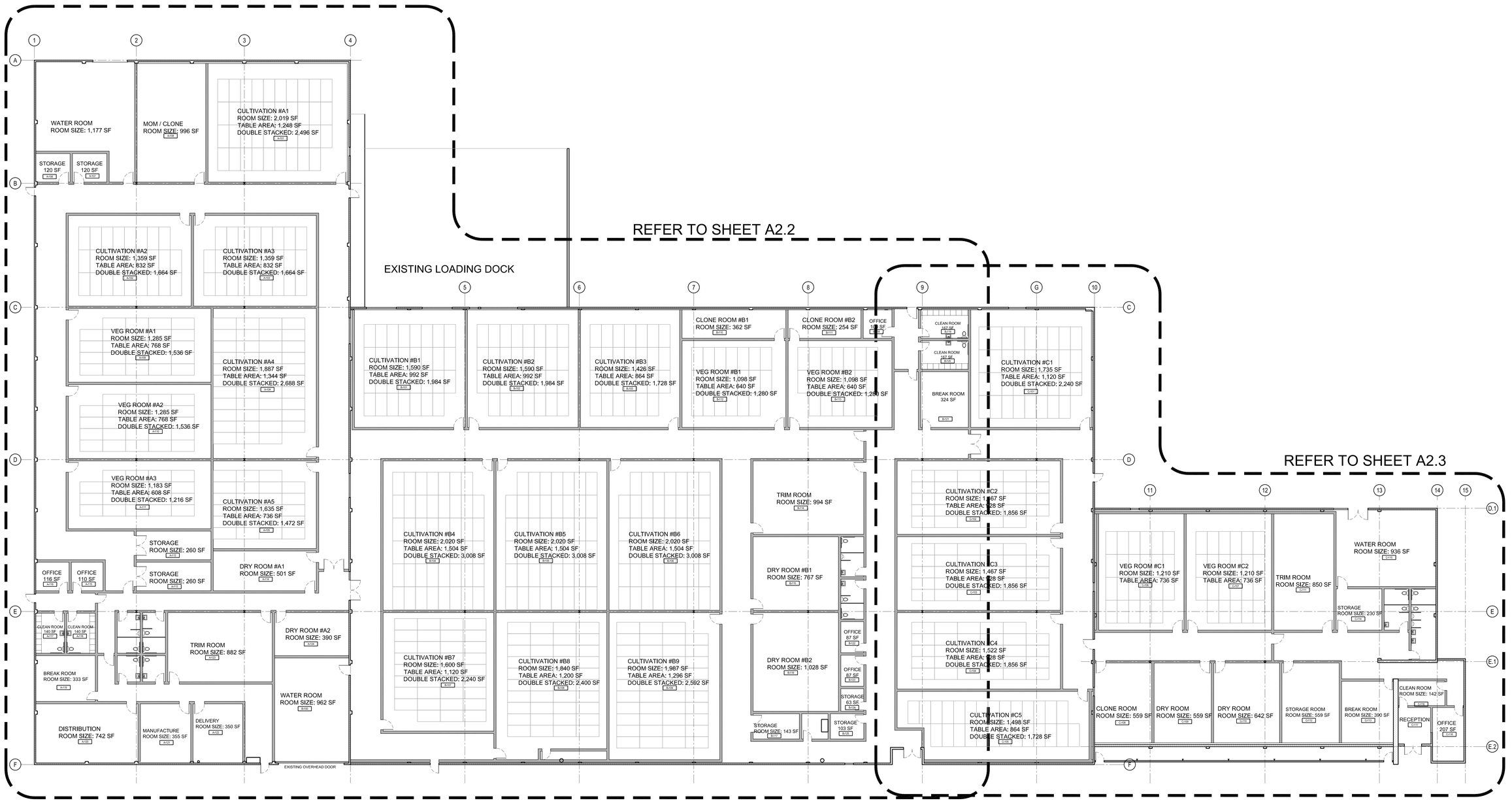








GROW TABLE IMAGES N.T.S. 2



OVERALL BUILDING PLAN N.T.S. 1

555 ANTON BLVD, SUITE 150
COSTA MESA, CA. 92626

LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

BLUE BASIL LLC
7733 TELEGRAPH RD.
MONTEBELLO, CA. 90640

OVERALL BUILDING PLAN

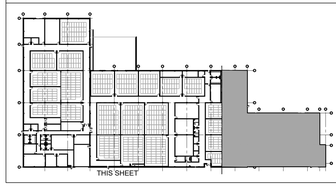
Project Number:
Plan Check Number:

A2.1

LEGEND

- EXISTING CONCRETE WALL
- NEW NON-STRUCTURAL WALL

KEY PLAN



KEYNOTES

1	EXISTING CONCRETE EXTERIOR WALL
2	EXISTING OVERHEAD ROLL-UP DOOR
3	EXISTING RAILING TO REMAIN
4	EXISTING COLUMN
5	EXISTING CONCRETE COLUMN
6	EXISTING ELECTRICAL SWITCHGEAR
7	EXISTING FIRE SPRINKLER RISER
8	EXISTING LOADING DOCK TO REMAIN
9	NEW EXTERIOR WALL INFILL
10	NEW CULTIVATION TABLE
11	EXISTING EXTERIOR DOOR
12	NEW EXTERIOR DOOR

WATER ROOM
ROOM SIZE: 1,177 SF

MOM / CLONE
ROOM SIZE: 996 SF
A-108

CULTIVATION #A1
ROOM SIZE: 2,019 SF
TABLE AREA: 1,248 SF
DOUBLE STACKED: 2,496 SF
A-101

STORAGE
120 SF
A-106

STORAGE
120 SF
A-107

CULTIVATION #A2
ROOM SIZE: 1,359 SF
TABLE AREA: 832 SF
DOUBLE STACKED: 1,664 SF
A-102

CULTIVATION #A3
ROOM SIZE: 1,359 SF
TABLE AREA: 832 SF
DOUBLE STACKED: 1,664 SF
A-103

EXISTING LOADING DOCK

VEG ROOM #A1
ROOM SIZE: 1,285 SF
TABLE AREA: 768 SF
DOUBLE STACKED: 1,536 SF
A-109

CULTIVATION #A4
ROOM SIZE: 1,887 SF
TABLE AREA: 1,344 SF
DOUBLE STACKED: 2,688 SF
A-104

VEG ROOM #A2
ROOM SIZE: 1,285 SF
TABLE AREA: 768 SF
DOUBLE STACKED: 1,536 SF
A-110

VEG ROOM #A3
ROOM SIZE: 1,183 SF
TABLE AREA: 608 SF
DOUBLE STACKED: 1,216 SF
A-111

CULTIVATION #A5
ROOM SIZE: 1,635 SF
TABLE AREA: 736 SF
DOUBLE STACKED: 1,472 SF
A-105

STORAGE
ROOM SIZE: 260 SF
A-112

STORAGE
ROOM SIZE: 260 SF
A-113

DRY ROOM #A1
ROOM SIZE: 501 SF
A-114

OFFICE
116 SF
A-116

OFFICE
110 SF
A-115

CLEAN ROOM
140 SF
A-117

CLEAN ROOM
140 SF
A-118

BREAK ROOM
ROOM SIZE: 333 SF
A-119

TRIM ROOM
ROOM SIZE: 882 SF
A-123

DRY ROOM #A2
ROOM SIZE: 390 SF
A-124

WATER ROOM
ROOM SIZE: 962 SF
B-100

DISTRIBUTION
ROOM SIZE: 742 SF
A-120

MANUFACTURE
ROOM SIZE: 355 SF
A-121

DELIVERY
ROOM SIZE: 350 SF
A-122

CULTIVATION #B1
ROOM SIZE: 1,590 SF
TABLE AREA: 992 SF
DOUBLE STACKED: 1,984 SF
B-101

CULTIVATION #B2
ROOM SIZE: 1,590 SF
TABLE AREA: 992 SF
DOUBLE STACKED: 1,984 SF
B-102

CULTIVATION #B3
ROOM SIZE: 1,426 SF
TABLE AREA: 864 SF
DOUBLE STACKED: 1,728 SF
B-103

CLONE ROOM #B1
ROOM SIZE: 362 SF
B-110

CLONE ROOM #B2
ROOM SIZE: 254 SF
B-111

OFFICE
100 SF
B-118

CLEAN ROOM
167 SF
B-119

CLEAN ROOM
167 SF
B-120

BREAK ROOM
505 SF
B-121

VEG ROOM #B1
ROOM SIZE: 1,098 SF
TABLE AREA: 640 SF
DOUBLE STACKED: 1,280 SF
B-112

VEG ROOM #B2
ROOM SIZE: 1,098 SF
TABLE AREA: 640 SF
DOUBLE STACKED: 1,280 SF
B-113

CULTIVATION #B4
ROOM SIZE: 2,020 SF
TABLE AREA: 1,504 SF
DOUBLE STACKED: 3,008 SF
B-104

CULTIVATION #B5
ROOM SIZE: 2,020 SF
TABLE AREA: 1,504 SF
DOUBLE STACKED: 3,008 SF
B-105

CULTIVATION #B6
ROOM SIZE: 2,020 SF
TABLE AREA: 1,504 SF
DOUBLE STACKED: 3,008 SF
B-106

TRIM ROOM
ROOM SIZE: 994 SF
B-114

DRY ROOM #B1
ROOM SIZE: 767 SF
B-115

CULTIVATION #B7
ROOM SIZE: 1,600 SF
TABLE AREA: 1,120 SF
DOUBLE STACKED: 2,240 SF
B-107

CULTIVATION #B8
ROOM SIZE: 1,840 SF
TABLE AREA: 1,200 SF
DOUBLE STACKED: 2,400 SF
B-108

CULTIVATION #B9
ROOM SIZE: 1,987 SF
TABLE AREA: 1,296 SF
DOUBLE STACKED: 2,592 SF
B-109

DRY ROOM #B2
ROOM SIZE: 1,028 SF
B-116

OFFICE
87 SF
B-122

OFFICE
87 SF
B-123

STORAGE
63 SF
B-124

STORAGE
ROOM SIZE: 143 SF
B-117

STORAGE
103 SF
B-125

N

PROPOSED FLOOR PLAN 1/8"=1'-0" (1)

HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

LICENSED ARCHITECT
C-34970
REN. 08/30/21
STATE OF CALIFORNIA

BLUE BASIL LLC
7733 TELEGRAPH RD.
MONTEBELLO, CA. 90640

PROPOSED FLOOR PLAN

Project Number:
Plan Check Number:

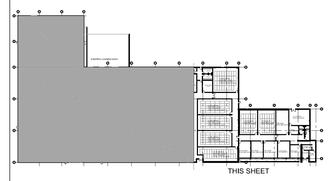
A2.2

LEGEND

EXISTING CONCRETE WALL

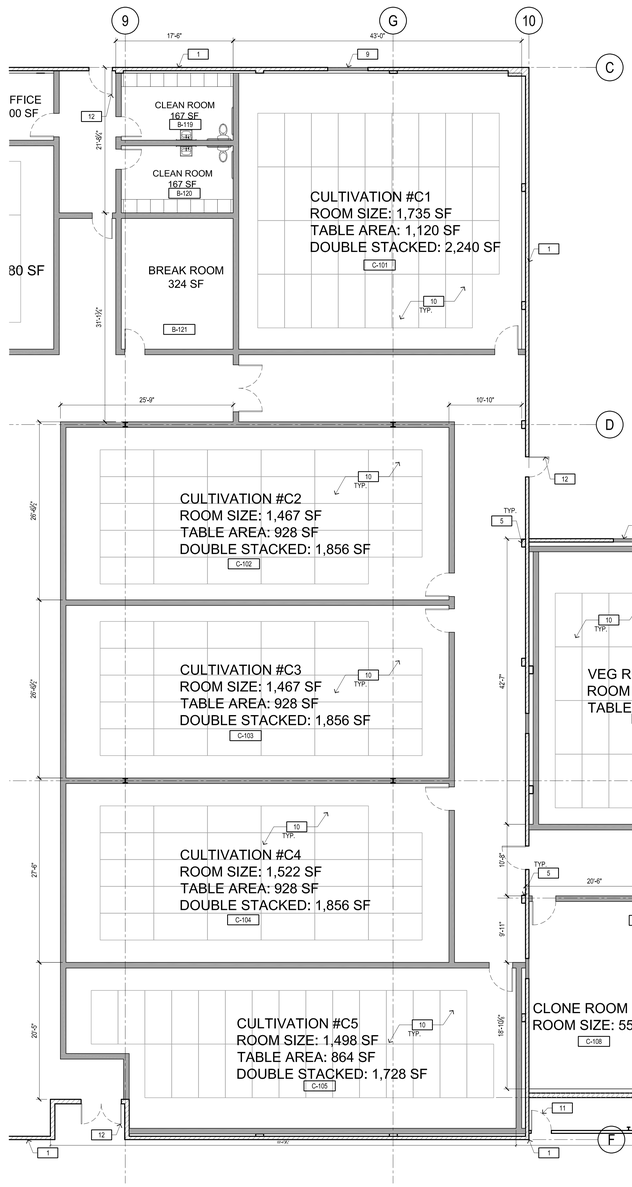
NEW NON-STRUCTURAL WALL

KEY PLAN



KEYNOTES

1	EXISTING CONCRETE EXTERIOR WALL
2	EXISTING STONE WALL TO REMAIN
3	EXISTING STOREFRONT TO REMAIN
4	EXISTING COLUMN
5	EXISTING CONCRETE COLUMN
6	EXISTING ELECTRICAL SWITCHGEAR
7	EXISTING FIRE SPRINKLER RISER
8	EXISTING SCREEN WALL TO REMAIN
9	NEW EXTERIOR WALL INFILL
10	NEW CULTIVATION TABLE
11	NEW EXTERIOR DOOR
12	EXISTING EXTERIOR DOOR



PROPOSED FLOOR PLAN 1/8"=1'-0" (1)

DESIGN ARCHITECTURE
HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

BLUE BASIL LLC
7733 TELEGRAPH RD.
MONTEBELLO, CA. 90640

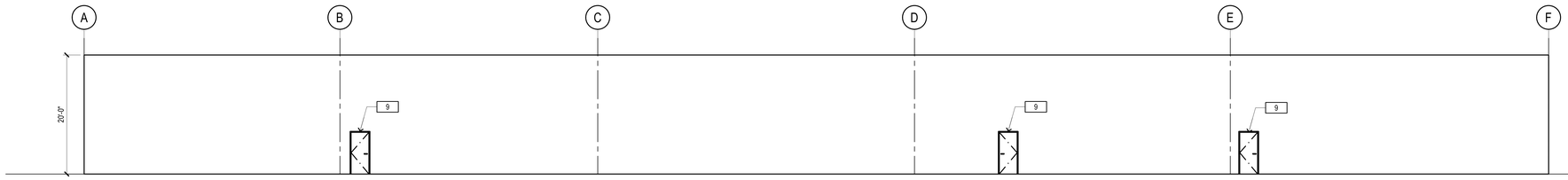
PROPOSED FLOOR PLAN

Project Number:
Plan Check Number:

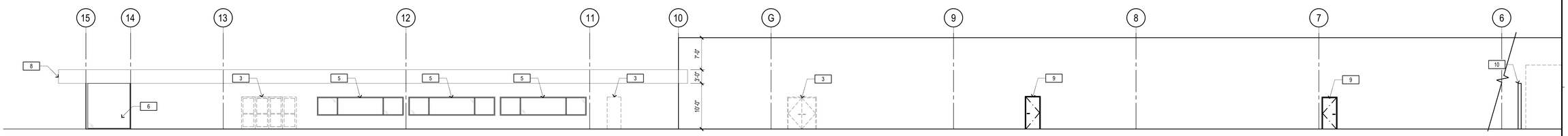
A2.3

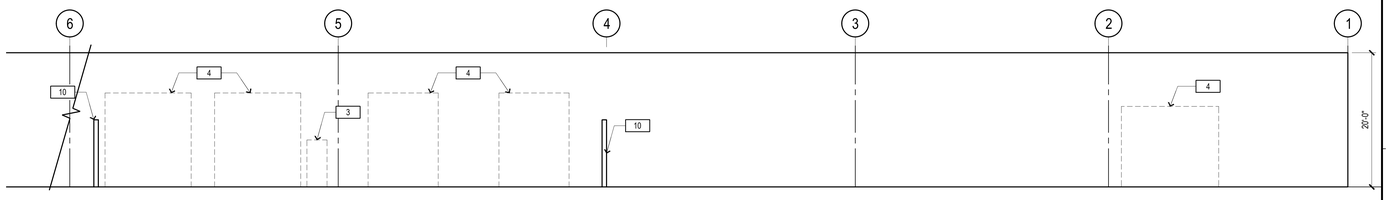
KEYNOTES AND LEGEND

1	EXISTING OVERHEAD DOOR TO REMAIN
2	EXISTING EXTERIOR DOOR TO REMAIN
3	EXISTING EXTERIOR DOOR TO BE DEMOLISHED
4	EXISTING OVERHEAD DOOOR TO BE DEMOLISHED
5	EXISTING WINDOWS TO REMAIN
6	EXISTING STOREFRONT TO REMAIN
7	EXISTING BRICK WALL TO REMAIN
8	EXISTING OVERHANG TO REMAIN
9	NEW EXTERIOR DOOR
10	EXISTING RAILING TO REMAIN

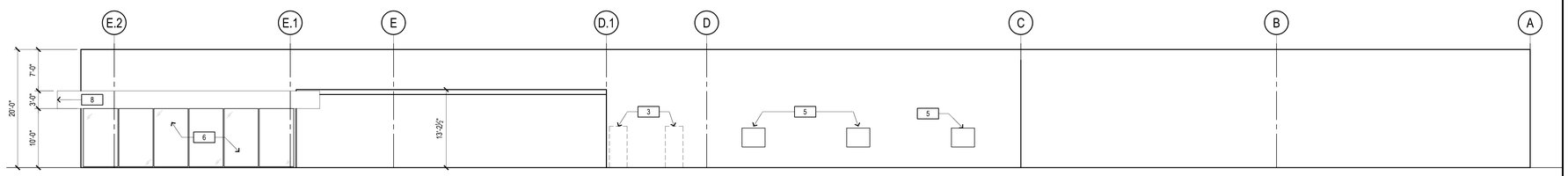


NORTH EXTERIOR ELEVATION 1/8" = 1'-0" 4

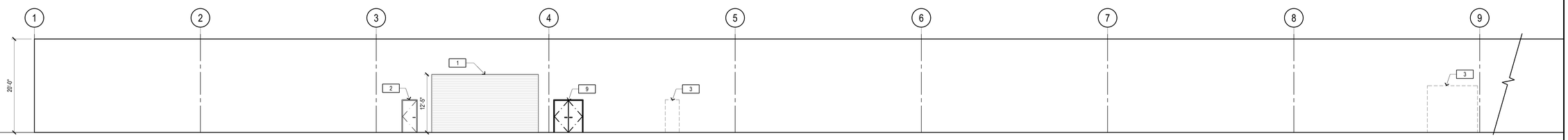


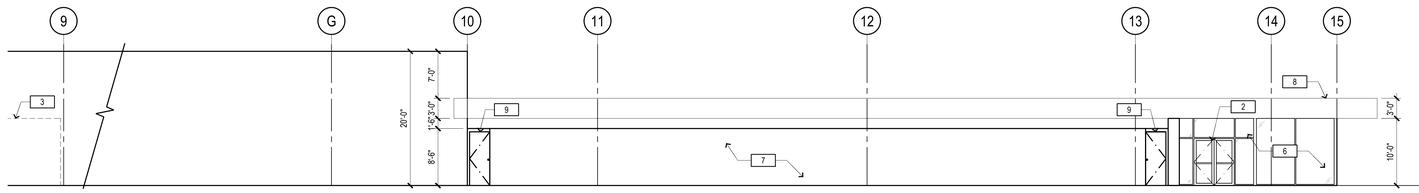


EAST EXTERIOR ELEVATION 1/8" = 1'-0" 3



SOUTH EXTERIOR ELEVATION 1/8" = 1'-0" 2





WEST EXTERIOR ELEVATION 1/8" = 1'-0" 1

HESTIA ATELIER
555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

BLUE BASIL LLC
7733 TELEGRAPH ROAD
MONTEBELLO, CA. 90640

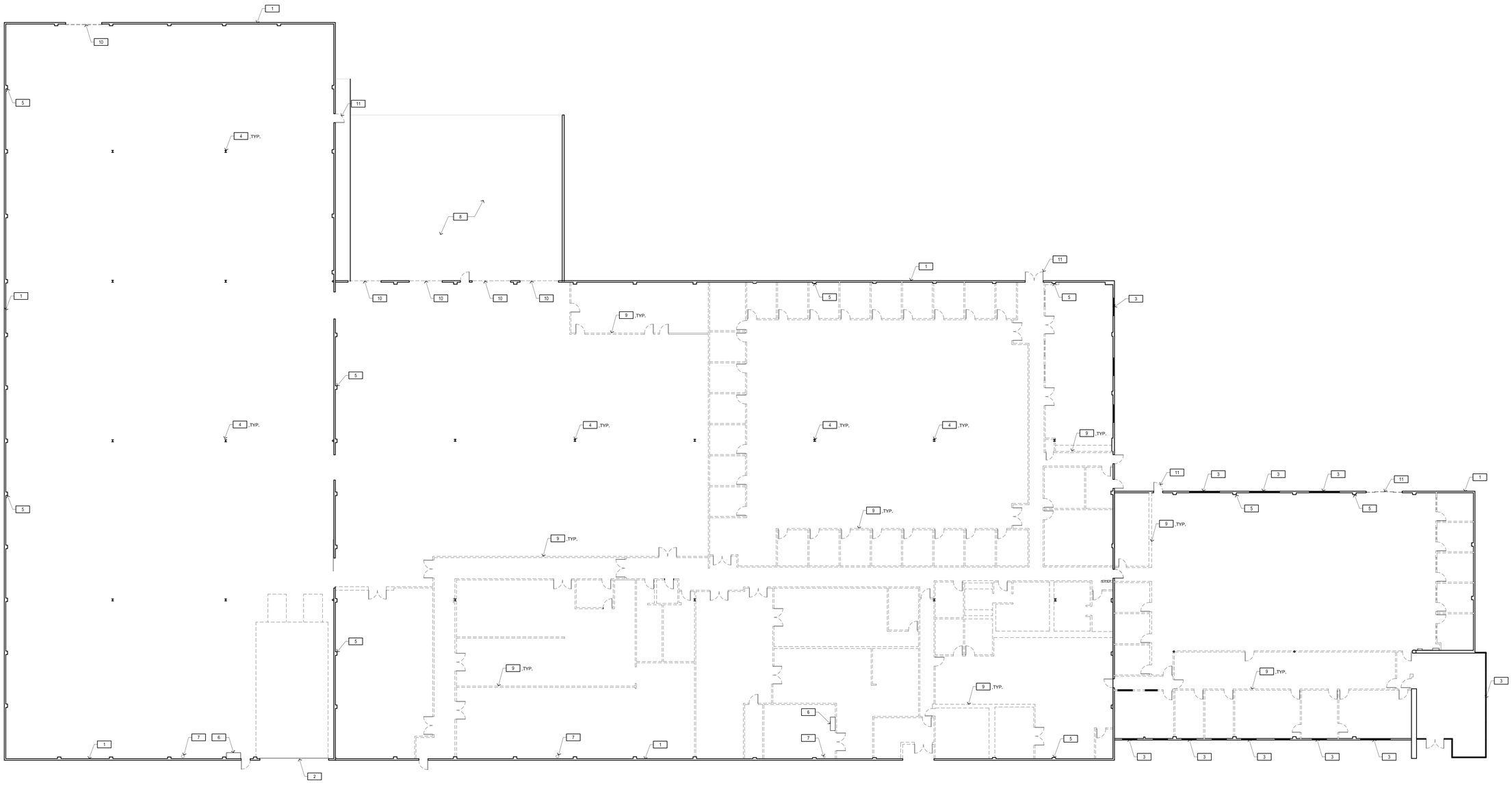
EXTERIOR ELEVATIONS

Project Number:
Plan Check Number:

A5.0

KEYNOTES

1	EXISTING CONCRETE EXTERIOR WALL
2	EXISTING OVERHEAD ROLL-UP DOOR TO REMAIN
3	EXISTING WINDOW/STOREFRONT TO REMAIN
4	EXISTING COLUMN REMAIN
5	EXISTING CONCRETE COLUMN TO REMAIN
6	EXISTING ELECTRICAL SWITCHGEAR TO REMAIN
7	EXISTING FIRE SPRINKLER RISER TO REMAIN
8	EXISTING LOADING DOCK TO REMAIN
9	EXISTING NON-BEARING INTERIOR WALL TO BE DEMOLISHED
10	EXISTING OVERHEAD DOOR TO BE REMOVED.
11	EXISTING DOOR TO BE REMOVED.



N

DEMOLITION PLAN | 1"=15'-0" | 1

HESTIA ATELIER

555 ANTON BLVD. SUITE 150
COSTA MESA, CA. 92626

Seal

LICENSED ARCHITECT
C-34970
REN. 09/30/21
STATE OF CALIFORNIA

Consultant

BLUE BASIL LLC
7733 TELEGRAPH RD.
MONTEBELLO, CA. 90640

DEMOLITION PLAN

Project Number:
Plan Check Number:

AD1.0

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only September 28, 2020 , is made by and between The Brimel, LLC, a California limited liability company ("**Lessor**") and Yun Chen, an individual ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 7733 Telegraph Road, Montebello, California 90640 ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the property and if applicable, the "**Project**," if the property is located within a Project): an approximately 79,055 square foot industrial building that is situated on approximately 172,924 sq. ft. of land. (See also Paragraph 2)

1.3 **Term:** Five (5) years and seven (7) months ("**Original Term**") commencing October 1, 2020 ("**Commencement Date**") and ending April 30, 2026 ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon execution of lease payment of monies due and receipt of acceptable certificate of liability insurance ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** $98,818.75 per month ("**Base Rent**"), payable on the first (1st) day of each month commencing October 1, 2020 . (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 53 .

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $98,818.75 for the period October 2020 .

(b) **Security Deposit:** $687,348.06 ("**Security Deposit**"). (See also Paragraph 5)

(c) **Association Fees:** ____ for the period ____.

(d) **Other:** $14,229.90 OPEX for October 2020 .

(e) **Total Due Upon Execution of this Lease:** $800,396.71 .

1.7 **Agreed Use:** Extraction of oils and resins from cannabis plants, manufacturing, extraction, cultivation, processing, transportation, delivery, non-retail sale of cannabis by product, and all related legal uses thereto . (See also Paragraph 6)

1.8 **Insuring Party.** Lessor is the "**Insuring Party**" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("Broker(s)") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm Lee & Associates Commercial Real Estate Services, Inc. - City of Industry License No. 01125429 Is the broker of (check one): ☑ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Mike Tsaparian, CCIM/Peter D. Bacci, SIOR License No. 00901326/00946253 Is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ Is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of ____ or ____% of the total Base Rent)~~ for the brokerage services rendered by the Brokers.

~~1.10 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)~~

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 51 through 69;

☑ a plot plan depicting the Premises; Exhibit "A"

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☑ other (specify): Disclosure for Lease; Disclosure Regarding Real Estate Agency Exhibit "B" PSA.

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the

INITIALS _____ INITIALS _____

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rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), ~~and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.~~

2.3 **Compliance**. ~~Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee.~~ **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** ~~If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are~~ Except for those circumstances where the Lessee is already required under the Lease to make improvements, additions or alterations, if the building codes, applicable laws, CC&Rs, regulations and ordinances ("Applicable Requirements") are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises

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then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

~~2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.~~

3. Term.

3.1 **Term**. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession**. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession**. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance**. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5) and evidence of all requisite permits, licenses, authorizations, and documents relating to the Agreed and Permitted Use. Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance and all other requirements in this Paragraph 3.4. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 **Rent Defined**. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("**Rent**").

4.2 **Payment**. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any

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remaining amount to any other outstanding charges or costs.

~~4.3 Association Fees. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.~~

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. ~~If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent.~~ Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 30~~90~~ days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

(a) **Reportable Uses Require Consent**. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements as defined in Paragraph 6.3 below. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements as defined in Paragraph 6.3 below, requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, as defined in Paragraph 6.3 below, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor**. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall

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immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation**. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements as defined in Paragraph 6.3 below, and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification**. To the fullest extent permissible by law, Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

(e) **Lessor Indemnification**. Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations**. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option**. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements as defined in Paragraph 6.3 below and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements**. Except as otherwise provided in this Lease, at all times during the Lease Term, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all applicable laws, regulations, ordinances, covenants and building codes ("Applicable Requirements") (which for the sole purpose of Lessee's compliance, the "applicable law" included as part of the definition of Applicable Requirements shall mean: State, local and Federal law to the extent Federal law is not inconsistent with the Agreed Use as such Federal laws relate to the operations involving cannabis which are permissible in the State of California), including without limitation, all laws and regulations relating to waste product disposal, all future Applicable Requirements and any and all State and local license and registration program requirements relating to or regulating the Agreed Use, ~~all Applicable Requirements~~, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to

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comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), ~~2.3 (Compliance)~~, 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the

Parties as to maintenance and repair of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor. Lessee, at its sole cost and expense and in compliance with this Section, shall make all security, access restriction and similar Alterations and Utility Installations required, necessary, or advisable related to arising from the Agreed Use, including without limitation, any and all security improvements to obtain and/or maintain all appropriate State and local licensing and registrations. In no event will Lessor be responsible for or pay any costs related to or associated with Alterations or Utilities Installations which are unique to the Agreed Use or which will not be likely to provide reasonable value to subsequent lessees. Lessor, at its option and in its sole and absolute discretion, may require at Lessee's sole cost and expense that Lessee remove any and all Utility Improvements, Alterations or other systems, facilities, or materials which Lessor deems to be unique to the Agreed Use as related to cannabis operations or which it deems would not be likely to provide reasonable value to subsequent lessees.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any

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storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or three (3) business days after ~~before~~ the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance**. Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 **Liability Insurance.**

(a) **Carried by Lessee**. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $2,000,000~~$1,000,000~~ per occurrence with an annual aggregate of not less than $4,000,000~~$2,000,000~~. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "**insured contract**" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance also carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor**. Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value**. The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage**. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption**. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

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(c) **Worker's Compensation Insurance**. Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage**. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies**. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation**. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity**. Except for Lessor's gross negligence or willful misconduct, Lessee to the fullest extent of the law shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, forfeitures, seizures, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees including without limitations, as a result of any criminal actions directed at or relating to Lessee's operations. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified. Lessee shall not be permitted to settle any action or proceeding for which it is providing indemnification hereunder without the prior written consent of Lessor if such settlement remedy or other resolution includes any injunctive or similar restrictions which are or may be imposed on or impact Lessor or the Premises.

8.8 **Exemption of Lessor and its Agents from Liability**. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance**. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions**.

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the

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date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous

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Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies**. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments**. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definition**. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 **Payment of Taxes**. In addition to Base Rent, Lessee shall pay to Lessor an amount equal to the Real Property Tax installment due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 **Personal Property Taxes**. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively,

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"**assign or assignment**") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall : (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent,

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be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

~~(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.~~

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

In addition to the foregoing and without limitation thereof and notwithstanding anything herein to the contrary, Lessor shall have the right , at any time, to terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor in the event of imminent threat of any of the following:

1. Federal criminal and State prosecution of Lessee, Owner, or Lessor for conspiracy to sell, produce, or transport an illegal drug or for any similar charge or allegation; or
2. Seizure of any property of Lessee, Owner, or Lessor under Federal laws and/or State laws providing for the forfeiture of assets or under similar laws.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such

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guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies**. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges**. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 8% ~~10%~~ of each such overdue amount or $100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then

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notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest**. Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor**.

(a) **Notice of Breach**. Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

~~(b) **Performance by Lessee on Behalf of Lessor**. In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.~~

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

~~**15. Brokerage Fees.**~~

~~15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.~~

~~15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.~~

~~15.3 **Representations and Indemnities of Broker Relationships**. Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.~~

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation

and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements**. All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice**. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to

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150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment**. In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance**. With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing**. The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse

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effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution**. The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any Option, as defined below, then the following provisions shall apply.

39.1 **Definition**. "**Option**" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee**. Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options**. In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options**.

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

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40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

43. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. Offer. Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto provided they are duly initialized by the parties.

47. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☑ is not attached to this Lease.

50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to

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keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

50. The following documents are attached hereto and shall become part of this Agreement:
Addendum
Disclosure for Lease
Disclosure Regarding Real Estate Agency Relationship
Exhibit "A"
Exhibit "B"

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: 9/30/2020	Executed at: 09/30/2020
On:	On:
By LESSOR:	**By LESSEE:**
The Brimel, LLC, a California limited liability company	Yun Chen, an individual
By:	By:
Name Printed: Robert Cronyn	Name Printed: Yun Chen
Title: Managing Member	Title:
Phone: (310) 766-6852	Phone: 5599367080
Fax:	Fax:
Email: CJRONYN@GMAIL.COM	Email: YC820301@Gmail.com
By:	By:
Name Printed: Jerry Elkind	Name Printed:
Title: Managing Member	Title:
Phone: 310 391-1153	Phone:
Fax:	Fax:
Email: JERRY.EMPIRE@GMAIL.COM	Email:
Address:	Address:
Federal ID No.:	Federal ID No.:
BROKER	**BROKER**
Lee & Associates Commercial Real Estate Services, Inc. - City of Industry	
Attn: Mike Tsaparian, CCIM/Peter D. Bacci, SIOR	Attn:
Title: Executive Vice President & Principal/Executive Vice	Title:
AE	CY
INITIALS	INITIALS

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President & Principal

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Email: mtsaparian@lee-associates.com
Email: pbacci@lee-associates.com
Federal ID No.: 95-4295544
Broker/AGENT DRE License #: 01125429
Agent DRE License #: 00901326/00946253

Address: _____
Phone: _____
Fax: _____
Email: _____
Federal ID No.: _____
Broker/AGENT DRE License #: _____

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INITIALS

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ADDENDUM TO STANDARD INDUSTRIAL/COMMERCIAL SINGLE TENANT LEASE – NET

This Addendum To Standard Industrial/Commercial Single Tenant Lease – Net (The "Addendum") is attached to and hereby made a part of that certain Standard Industrial/Commercial Single Tenant Lease – Net **(the "Lease")** dated September 22, 2020 by and between THE BRIMEL LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, **("Lessor")** and YUN CHEN, AN INDIVIDUAL **("Lessee")**, for the premises commonly known as, 7733 Telegraph Road, Montebello, California 90640 **(the "Premises")**. The terms, covenants, and conditions set forth herein are intended to and shall have the same force and effect as if set forth in the Lease. To the extent that the provisions of this Addendum are inconsistent with any provisions of the Lease, this Addendum shall supersede and control.

51. **Paragraph 2.2. Condition (continued).** Subject only to Paragraphs 2.2 of the Form Lease, , Lessee acknowledges that upon delivery of the Premises to Lessee, the Premises shall be in its then condition **"AS IS AND WITH ALL ITS FAULTS"**, including, without limitation, any faults and conditions specifically referenced in the Lease. No person acting on behalf of Lessor is authorized to make (and Lessee acknowledges and agrees that Lessor has not made and specifically negates and disclaims) any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Premises.

52. **Paragraph 2.3. Acknowledgements (continued).** Without limiting the generality of and subject to Paragraph 2.3 of the Form Lease, Lessee represents and warrants that it has obtained (or will obtain prior to occupancy) all required licensing and occupancy permits from the City of Montebello and the State of California and from other federal or state agencies having jurisdiction over the ability of Lessee business/cannabis activities in the Premises. Lessee covenants that it shall have all necessary Federal, State of California, City of Montebello and/or any other governmental agency permits and business license(s) for Lessee's business at all times during the term of this Lease.

53. **Base Rent Schedule (see the Lease, Paragraph 1.5).** Lessee shall pay Base Rent in accordance with the following schedule, subject to the abatement provided for in Paragraph 54 below:

Period	Monthly Base Rent	Monthly RE Tax & Ins.	Total Monthly Rent
October 1, 2020 to October 31, 2020	$98,818.75	$14,229.90	$113,048.65
November 1, 2020 to September 30, 2021	$49,409.37	$14,229.90	$63,639.27
October 1, 2021 to December 31, 2021	$50,891.65	$14,514.50	$65,406.15
January 1, 2022 to September 30, 2022	$101,783.31	$14,514.50	$116,297.81
October 1, 2022 to September 30, 2023	$104,836.81	$14,804.78	$119,641.59
October 1, 2023 to September 30, 2024	$107,981.91	$15,100.88	$123,082.79
October 1, 2024 to September 30, 2025	$111,221.37	$15,402.90	$126,624.27
October 1, 2025 to April 30, 2026	$114,558.01	$15,714.01	$130,272.02

NOTE: The Monthly RE Taxes and Insurance and other OPEX items are subject to change, see Paragraph 55 below.

54. **Base Rent Abatement.** As consideration for Lessee's faithful performance of all obligations to be performed by Lessee under the Lease, Lessee shall receive abatement of 50% of the Base Rent for the months of November 2020 through December 2021. Should Lessee, at any time during the Term hereof, be in Breach or Default under the Lease, then the total sum of such Base Rent abated shall become immediately due and payable by Lessee to Lessor. If, at the Expiration Date of the Term of the Lease, Lessee is not in Breach or Default under the Lease, Lessor shall waive the requirement for Lessee to pay such Base Rent abated.

55. **Operating Expenses.** The term "Operating Expenses" means all costs and expenses incurred by Lessor with respect to the ownership, maintenance, and operation of the Property, including, but not limited to, costs of: real property taxes, insurance, the maintenance, repair, and replacement of paving and parking areas, driveways, mowing, landscaping, tree trimming, property management, and other mechanical and building systems. Notwithstanding the foregoing, in addition to Base Rent Lessee shall also pay monthly for the Real Property Taxes and Insurance, which, for the 2020 operating period, is estimated at $14,229.90 monthly. All other Operating Expenses shall be contracted and paid directly by Lessee to Vendor. Lessee further acknowledges that the herein above stated operating expense is an estimated amount and will be subject to change. Lessor anticipates the property insurance and other expenses to greatly increase because of Lessees use.

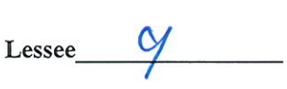
56. **Utilities.** Notwithstanding any provisions contained in the Lease to the contrary, Lessee at Lessee's sole cost and expense shall be responsible to plan, install and/or provide separately metered utility services, to include but not limited to, electricity, water, telephone/internet and gas. Lessee is responsible to contact with and pay for all its' utility usage with each respective service provider.

57. **LESSEE INDEMNIFICATION**. LESSEE SHALL INDEMNIFY, DEFEND AND HOLD LESSOR, ITS AGENTS, EMPLOYEES, LENDERS AND GROUND LESSOR, IF ANY, HARMLESS FROM AND

AGAINST ANY AND ALL LOSS OF RENTS AND/OR DAMAGES, LIABILITIES, JUDGMENTS, CLAIMS, EXPENSES, PENALTIES, AND ATTORNEYS' AND CONSULTANTS' FEES ARISING OUT OF OR INVOLVING ANY CANNABIS ACTIVITIES ON THE PREMISES BY LESSEE, OR ANY THIRD PARTIES. LESSEE'S OBLIGATIONS SHALL INCLUDE, BUT NOT BE LIMITED TO, ACTIONS BY FEDERAL GOVERNMENT AND/OR ANY GOVERNMENTAL AGENCY, LESSORS LENDER(S), LESSOR'S INSRUANCE. NO TERMINATION, CANCELLATION OR RELEASE AGREEMENT ENTERED INTO BY LESSOR AND LESSEE SHALL RELEASE LESSEE FROM ITS OBLIGATIONS UNDER THIS LEASE WITH RESPECT TO CANNABIS ACTIVITIES, UNLESS SPECIFICALLY SO AGREED BY LESSOR IN WRITING AT THE TIME OF SUCH AGREEMENT.

58. **Claims by Lessee.** Lessee is acknowledging that Lessee is assuming all risks of every kind, nature and description concerning the Premises. Without in any way limiting the generality of the proceeding provisions, Lessee specifically acknowledges and agrees that Lessee and any and all of Lessee's successors and assigns, do hereby release, waive and discharge any claim, Lessee has, might have had or may in the future have against Lessor, with the respect to (i) the condition of the Premises relating to construction and/or improvements caused by Lessee, either patent or latent, (ii) Lessee's ability or inability to obtain or maintain any entitlements, building or grading permits, bonding, zoning or density modifications, temporary or final certificates of occupancy or other licenses for the use or operation of the Premises and/or certificates of compliance or other licenses for the use or operation of the Premises and/or certificates of compliance for the Premises, (iii) the actual or potential income or profits to be derived from the Premises, (iv) the taxes now or hereafter payable thereon, (v) the compliance with any environmental protection, pollution or land use laws, rules, regulations or requirements caused by Lessee. Lessee agrees that the foregoing release shall be fully effective regardless of any present lack of knowledge on the part of any such party as to any possible claim or any facts or circumstances pertaining to such matter. Lessee expressly waives the benefits and provisions of California Civil Code, Section 1542, which provides as follows:

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

Lessor  Lessee 

59. **Insurance (see Lease, Paragraph 8.2(a)).** Prior to the Commencement Date or any Early Possession period of this Lease, Lessee shall confirm that it has the policy or policies of insurance in place in accordance with Paragraph 8 of the Lease, as evidenced by the most recent form of the ACORD 25 Certificate of Liability Insurance (the "Certificate"), which Certificate shall also include the Endorsement: "ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES" naming the following as Additional Insureds: BRIMELL LLC., A CALIFORNIA LIMITED LIABILITY COMPANY ("LESSOR") ARE ADDITIONAL INSUREDS BY DEFINITION OF THE INSURANCE CONTRACT WITH REFERENCE TO OPERATIONS OF INSURED FOR LEASED PREMISES AT 7733 TELEGRAPH ROAD, MONTEBELLO, CALIFORNIA 90640, PER THE ATTACHED ENDORSEMENT NO. *add cert #*

60. **Signs.** Lessee shall have the right to use all existing signage on the property, to include the existing poll sign for Lessee's business identification, provided, however, Lessee shall first submit to Lessor detailed plans of any modifications of such signage for Lessors prior written approval. Upon the Termination, Early Termination or vacation of the Premises, Lessee shall have removed all signs and repair, paint, and/or replace the building fascia and/or sign surface(s) to which its signs are attached. Lessee Acknowledges that signs are under the jurisdiction of the City of Montebello and/or other Governmental Agencies ("Regulatory Agencies") and Lessee shall comply with requirements and/or restrictions from such and shall obtain all applicable use permits and approvals for all signs and exterior treatments. Lessor and Lessor's agent makes no representations as to Lessee's ability to use any signage, to include the poll sign, from Regulatory Agencies and Lessee shall independently verify and satisfy themselves about such prior to executing this Lease.

61. **Option to Purchase.** As consideration for Lessee entering into the Lease, Lessor hereby grants to Lessee an Option to Purchase the Premises on the following terms and conditions:

    a. Lessee is not then in default under this Lease at the time of the exercise of the Option and at closing.

    b. The Option is Personal to Lessee only and may not be assigned without Lessors consent. Provided however, that Lessee may assign to an entity that Lessee is majority owner.

    c. Lessee must give Lessor written notice of Exercise of option to purchase no earlier than October 1, 2023 and no later than July 31, 2025. If Lessee fails to exercise the Option within the deadlines herein the Option shall become void.

    d. The full purchase price for the Premises shall be the amount of $16,000,000.00, all cash, if the Option is exercised between October 1, 2023 and September 30, 2024 or $16,500,000.00, all cash, if exercised between October 1, 2024 and July 31, 2025.

e. Within ten (10) days from Lessor's receipt of Lessee's notice to Exercise the Option, Lessor shall deliver to Lessee Lessor's form Purchase and Sale Agreement, attached hereto as Exhibit "B", which incorporates the additional terms and conditions of the sale which include, but not limited to, Initial Deposit, Escrow Holder, Title Company, Liquidated Damages, Costs and Prorations.

f. Escrow Period shall not exceed 30 days (15 day Due Diligence and 15 day close thereafter).

g. Escrow must close prior to the expiration of the Lease and if Lessee opens escrow and fails to close Escrow as set forth hereinabove, the Option shall be void with no further rights to purchase.

62. Cannabis Related Provisions:

a. Lessor Has No Participation. By entering into this Lease, Lessor specifically states, and Lessee agrees, that Lessor has no participation, express or implied, in any marijuana-related operations of Lessee.

b. Change in Federal Policy or Law. Lessor and Lessee understand and accept that while legal under California law, the extraction, cultivation, processing, manufacturing, delivering, and distribution of marijuana is illegal under federal law. In the event that Lessor or Lessee receive notice from any governmental agency that Lessee's business is no longer a permitted use in the Premises, then Lessor or Lessee shall have the right to terminate the Lease with sixty (60) days prior written notice, and Lessee shall immediately cease any illegal activities. In such an event of early termination, Lessee's Security Deposit shall be kept by Lessor as full consideration for termination of the Lease and any and all damages incurred by Lessor and/or the Guarantor within the terms of this Agreement.

c. Enforcement of Lease. The Parties hereby acknowledge that the extraction, cultivation, processing, manufacturing, delivery, and/or distribution of marijuana are illegal under federal law and hereby agree to waive any defense of illegality in any actions to enforce the terms of this Agreement and agree that Lessee shall not be deemed in breach of the Lease for violation of Applicable Requirements based solely on the fact that marijuana is illegal under federal law.

d. Changes in Law. If changes to the legal atmosphere render Lessee's intended usage in non-compliance or if either party receives written notice from any governmental entity requesting discontinuance of the Agreed Use on the Premises; Lessor or Lessee will have the option to terminate this Lease with sixty (60) days written notice or may terminate it sooner if the applicable governmental notification requires it. Lessee shall be obligated to promptly provide copies of any such notices to Lessor, and of any other notices affecting the Agreed Use. In such an event of early termination, Lessee's Security Deposit shall be kept by Lessor as full consideration for termination of the Lease and any and all damages incurred by Lessor and/or the Guarantor within the terms of this Agreement.

Changes to the legal atmosphere that could render Lessee's usage in non-compliance, include, but are not limited to:

- The adoption of any state, or local law, ordinance, or regulation that, in Lessor or Lessee's reasonable discretion, makes the cultivation, manufacturing, sale, extraction, and or infusion of marijuana unlawful in the City or County where the Premises is located.

- Notice from any governmental or quasi-governmental agency with jurisdiction over Lessor or Lessee that it intends to imminently undertake enforcement of laws, ordinances, or regulations that significantly restrict or prohibit the cultivation, sale, extraction, and or infusion of marijuana.

- The adoption or enforcement of any land use restriction applicable to Lessor or Lessee that is substantially incompatible with the continued cultivation, sale, extraction, and or infusion of marijuana in or on the Premises.

In the event of any change in license, law or regulatory posture as outlined in the paragraphs above, the Parties understand that they will act in good faith in relation to these provisions and will first work in good faith to attempt to resolve any potential negative impact on them before terminating the Lease. The provisions outlined in this paragraph are not intended to allow either Party to terminate the Lease as a consequence of minor, technical, petty or insignificant enforcement/regulatory actions taken by third parties, but is instead intended to allow the Parties to terminate the Lease if Lessee's intended purpose is substantially impeded by third party actions.

In the event of termination caused by the conditions set above in this Section 63 and no set time is set forth in which to vacate, Lessee shall have up to 30 days to vacate the Premises.

63. Assignment And Subletting (See Lease Paragraph 12).

a) Lessee shall not, either voluntarily or by operation of law, assign, transfer, mortgage or otherwise transfer or encumber (collectively, an "**Assignment**") or sublet all or any part of Lessee's interest in the Lease or in the Premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed, given under and subject to the terms of Paragraph 36 of the Lease. Notwithstanding anything

to the contrary set forth in Paragraph 12 of the Lease, and within ten (10) business days after Lessor's receipt of Lessee's request for consent and Lessor's receipt of all information which Lessor requires under Paragraph 12 of the Lease, Lessor shall notify Lessee, in writing, of either Lessor's consent or disapproval thereof.

64. **Acknowledgement of California Civil Code Section 1938 and ADA:** Notwithstanding anything to the contrary set forth in the Lease and since compliance with the Americans with Disabilities Act of 1980, as amended from time-to-time, ("ADA") is dependent upon Lessee's use, occupancy, and/or specific business in the Premises, Lessor makes no warranty nor representation as to whether or not the Premises is in compliance with the ADA or any similar legislation, including, but not limited to, the California-related Applicable Requirements or applicable laws under "Title 24" of the California Code of Regulations. In the event that the Lease and/or Lessee's use, occupancy, and/or business in the Premises requires modifications or any other alterations to the Premises in order to be in ADA and/or Title 24 compliance, Lessee agrees to make any such necessary modifications and/or alterations at Lessee's sole cost and expense. In addition and by executing same hereunder, both Lessor and Lessee acknowledge and agree that the Premises (which includes the building): (a) has NOT been inspected by a Certified Access Specialist ("CAsp") for compliance with the ADA and/or Title 24 or otherwise under California Civil Code Section 1938, (b) has NOT been determined to be in compliance with Section 55.53 of the California Civil Code, and (c) prior to the actual Commencement Date under the Lease, Lessee may separately contract with such CAsp to perform only the California Civil Code Section 1938 inspection of the Premises (and is, in fact, encouraged by Lessor to do so) after prior written notice to Lessor of the proposed CAsp and Lessor's mutually agreed upon date for inspection, along with Lessor's right to accompany the CAsp throughout the Premises; all to be at Lessee's sole cost and expense.

65. **Conditional Use Permit.** Upon the execution of the Lease Lessee will still be in the process of applying for cannabis related Conditional Use Permits from the City of Montebello or other governmental agencies having jurisdiction over Lessee's use. Lessee shall have 180 days from the execution of the Lease to obtain a Conditional Use Permit from said Agencies. In the event Lessee is denied the Conditional Use Permit and Lessee is therefore unable to occupy the property for cannabis related uses, Lessee shall immediately provide copies of any such denial to Lessor, and Lessee shall then have the right to terminate the Lease by giving Lessor 10 day written notice to terminate the Lease under the following conditions; Lessee's Security Deposit shall be kept by Lessor as full consideration for termination of the Lease for any and all damages incurred by Lessor; 2) Lessee shall be responsible to pay all rent due until the termination date; and 3) Lessee shall deliver the premises to Lessor in accordance with paragraph 7.4 or any other provisions in the Lease pertaining to termination of the Lease. If Lessee does not give written notice within the time period specified hereinabove and/or breaches any conditions hereinabove the termination right related to the Conditional Use Permit will be null and void.

66. **Neutrality.** This Lease and Addendum will be deemed to have been drafted jointly by the Parties hereto and, in the event of any dispute, shall not be construed in favor of or against any Party hereto by reason of any Party's contribution to the drafting of this Lease or Addendum.

67. **Governing Law.** The Lease, Addendum, Exhibits, and any other addendum or amendment thereto shall be construed and enforced in accordance with the laws of the State of California. Lessor and Lessee hereby consent and agree to the jurisdiction of the state or federal courts sitting in the County of Los Angeles, State of California and waive any objection based on venue or forum non conveniens with respect to any action instituted therein and further agree that any dispute concerning the relationship between the Parties or this Lease or otherwise shall be heard only in the courts described above.

68. **Counterparts and Facsimile Signatures:** This Agreement may be executed in multiple counterparts (including via telecopier or facsimile transmission, which shall be conclusively deemed to be an original signature or signatures when attached hereto), and all of which counterparts, when combined together, shall be deemed one in the same instrument.

69. **DRAFTING OF LEASE AND ADDENDUM. LESSEE AND LESSOR ACKNOWLEDGE AND AGREE THAT DUE TO THE NUMEROUS COMPLEXITIES AND LEGAL RAMIFICATIONS INVOLVED IN THIS CANNABIS USE, TO INCLUDE CITY AND STATE LICENSING MATTERS, MINIMUM DISTANCE FROM SCHOOLS AND OTHER SENSITIVE OR COMPETING USES, FIRE INSURANCE MAY BE TERMINATED, USE MAY BE IN VIOLATION OF LOAN TERMS, NOT PERMITTED BY FEDERAL LAW(S), SPECIFIC REQUIREMENTS OF SIGNAGE AND ADVERTISEMENT AND OTHER SUCH MATTERS AND THEREFORE, BROKER DOES NOT HAVE THE EXPERTISE TO PROPERLY DRAFT THIS DOCUMENT. LESSOR AND LESSEE FURTHER ACKNOWLEDGE AND AGREE TO BROKER THAT EACH OF THEIR RESPECTIVE LEGAL COUNSELS WILL REVIEW THIS DRAFT LEASE IN ITS ENTIRETY AND MODIFY, REPLACE, ALTER AND/OR REWRITE THE LEASE TO MEET EACH PARTIES NEEDS, CONCERNS AND REQUIREMENTS.**

THE AGREEMENT AND ADDENDUM HAS BEEN EITHER COMPLETELY OR PARTIALLY PREPARED BY LEE & ASSOCIATES®-COMMERCE, INC. AT THE REQUEST OF LESSOR AND LESSEE WHO ARE HEREIN REFERRED TO AS THE "PARTIES" WITHOUT REGARD TO NUMBER OR GENDER. THE PARTIES HAVE BEEN ADVISED TO HAVE THIS DOCUMENT REVIEWED BY THEIR OWN INDEPENDENT COUNSEL, FINANCIAL ADVISOR, AND OTHER SUCH ADVISORS AND CONFIRM THAT IN SIGNING OF THIS DOCUMENT, THEY HAVE NOT RELIED ON ANY ACTS OR CONDUCT OF LEE &

ASSOCIATES®-COMMERCE, INC. AND ITS AGENTS WITH REGARD TO THE CONTENT, INTERPRETATIONS OR MEANING OF THE AGREEMENT OR THIS ADDENDUM. THE PARTIES JOINTLY AND SEVERALLY WAIVE ANY AND ALL CLAIMS, ACTIONS, DEMANDS, AND LOSS AGAINST LEE & ASSOCIATES®-COMMERCE, INC., ITS AFFILIATES, AGENTS, EMPLOYEES, AND EACH OF THEM THAT A PARTY MAY INCUR BY REASON OF ANY ACT, ERROR OR OMISSION IN THE PREPARATION OF THIS DOCUMENT AND IN ITS INTERPRETATION AND MEANING, WHETHER OR NOT THE INTERPRETATION OR MEANING IS THE RESULT OF COMPROMISE AND SETTLEMENT AMONG PARTIES OR THE RESULT OF DETERMINATION BY A COURT OR ARBITRATION PANEL OF COMPETENT JURISDICTION. THE PRECEDING WAIVER PROVISIONS HAVE BEEN NEGOTIATED BY AND BETWEEN THE PARTIES ON THE ONE PART AND BY LEE & ASSOCIATES®-COMMERCE, INC. ON THE OTHER PART.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum concurrently with the execution and delivery of the Lease.

AGREED & ACCEPTED – "LESSOR":
THE BRIMEL LLC., A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ **DATE:** 9/30/2020
Robert Cronyn, Member

BY: _____ **DATE:** 9-30-20
Jerry Elkind, Member

AGREED & ACCEPTED – "LESSEE":

YUN CHEN, AN INDIVIDUAL

BY: _____ **DATE:** 09/30/2020
Yun Chen, an Individual

DISCLOSURE FOR LEASE
For AIR Lease Forms
(When Prepared by Lee & Associates Commercial Real Estate Services, Inc. – City of Industry)

PREMISES: 7733 TELEGRAPH ROAD, MONTEBELLO, CALIFORNIA, 90640 **(the "Premises")**

1. LEGAL EFFECT. Upon acceptance of a binding Lease (the "Lease"), Lessor and Lessee both intend to have a binding legal agreement for the leasing of the Premises on the terms and conditions set forth therein. Lessor and Lessee acknowledge that Broker (as defined in the Lease) is not qualified to practice law or authorized to give legal advice or counsel as to any legal matters affecting the Lease. Broker hereby advises Lessor and Lessee to consult with their respective attorneys in connection with any questions each may have as to legal ramifications or effects of this Lease, prior to its execution.

2. FORM OF LEASE. The Lease is a standard form document. Broker has, at the direction of Lessor and/or Lessee, merely "filled in the blanks" based on prior discussions and/or correspondence of the parties. Lessor and Lessee each acknowledge that the Lease is delivered subject to the express condition that Broker has merely followed the instructions of the parties in preparing this document and does not assume any responsibility for its accuracy, completeness or form. Lessor and Lessee acknowledge and understand that in providing the Lease, Broker has acted to expedite this transaction on behalf of Lessor and/or Lessee and has functioned within the scope of professional ethics by doing so.

3. CONCURRENT OFFERS. Lessor and Lessee acknowledge and consent that Broker may represent concurrent and/or competing offers with regard to the purchase or lease of the Premises from one or more prospective buyers or lessees without further notice.

4. NO INDEPENDENT INVESTIGATION. Lessor and Lessee acknowledge and understand that any financial statements, information, reports or written materials of any nature whatsoever, as provided by the parties to Broker and thereafter submitted by Broker to either Lessor and/or Lessee, are so provided without any independent investigation by Broker, and as such, Broker assumes no responsibility or liability for the accuracy or validity of the same. Any verification of such submitted documents is solely and completely the responsibility of the party to whom such documents have been submitted.

5. NO WARRANTY. Lessor and Lessee acknowledge and understand that no warranties, recommendations or representations are or will be made by Broker as to the accuracy, legal sufficiency, legal effect or tax consequences of any of the documents submitted by Broker to Lessor and/or Lessee or of the legal sufficiency, legal effect or tax consequences of the transactions contemplated thereby. Furthermore, Lessor and Lessee acknowledge and understand that Broker has made no representations or warranties concerning the ability of Lessee to use the Premises as intended, the sufficiency or adequacy of the Premises for the intended use or any other matter regarding the Premises, and the parties are relying solely on their own investigations in executing the Lease.

6. NOTICE REGARDING HAZARDOUS WASTES OR SUBSTANCES AND UNDERGROUND STORAGE TANKS. Although Broker will disclose any actual knowledge it possesses with respect to the existence of any hazardous wastes, substances or underground storage tanks at the Premises, Broker has not made any independent investigations or obtained reports with respect thereto, except as may be described in a separate written document signed by Broker. All parties hereto acknowledge and understand that Broker makes no representations or warranties regarding the existence or nonexistence of hazardous wastes, substances or underground storage tanks at the Premises. Lessor and Lessee acknowledge that Broker has recommended that they should each contact one or more professionals, such as a civil engineer, geologist, industrial hygienist or other environmental consultants, for advice concerning the existence of hazardous wastes, substances or underground storage tanks.

7. DISCLOSURE RESPECTING AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act, as well as certain state and local laws, is intended to make many business establishments equally accessible to persons with a variety of disabilities; modifications to real property may be required by such laws. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. The undersigned acknowledge that Broker has recommended that they consult attorneys and qualified design professionals for information regarding whether the Premises is in compliance with applicable law and/or whether modifications and changes are required.

8. CORPORATE SIGNATURES. Although there is a presumption under California law that the signature of a corporate president is adequate to bind the corporation, a California Court of Appeals in a 1998 case allowed a party to rebut the normal presumption. Therefore, if either of the parties to the Lease is a corporation, it is advisable: (i) that the Lease be signed by two officers of the corporation, i.e. the president or vice president and the secretary or chief financial officer (note: one individual signing in both the capacity of president and as secretary may not be sufficient), or (ii) that the corporation provide a duly executed corporate resolution authorizing the transaction.

9. USE AND OCCUPANCY DISCLOSURE. Broker recommends that Lessee hire qualified contractor(s), consultant(s) or other professional(s) to confirm and verify that the physical characteristics of the Property (including, but not limited to, building, office and land sizes, fire sprinkler capacity, electrical power and all utilities, ceiling clear height, loading door sizes and quantity, railroad service, parking spaces, heating/cooling systems, type of construction, restroom(s) number and size, year built of improvements) are to Lessee's satisfaction and that they are adequate to accommodate Lessee's intended use. Broker also recommends that Lessee hire qualified professionals to confirm with applicable governmental agencies that the use and zoning of the Premises are acceptable for Lessee's intended use and that Lessee will be able to obtain all permits, licenses, and other approvals necessary for the intended use.

10. SEISMIC REINFORCEMENT DISCLOSURE. Some cities and counties have established or may be establishing minimum standards for structural seismic resistance for certain buildings constructed prior to 1933, 1976, and possibly other dates. Some structures will be required to comply with various standards set forth by the appropriate governmental agencies. Broker is not qualified to advise you as to what, if any, changes may be required now or in the future. The undersigned acknowledge that Broker has recommended that they consult a qualified architect, attorney or other consultant for information regarding this matter.

11. MOLD DISCLOSURE. Toxic or other molds may be present within a property in concentrations that may pose a threat to the health of humans. Toxic or other dangerous molds may or may not be visible or apparent to a potential user of the Premises. In order to ascertain the nature and extent of toxic or other molds present in a property, it is necessary to conduct testing using a qualified environmental expert specializing in mold inspection and analysis. Broker advises Lessee to retain the services of an environmental testing expert for this purpose.

12. DISCLOSURE REGARDING CITY ORDINANCES. Some cities have enacted ordinances which provide, among other matters, for car and truck parking restrictions and regulations, truck loading area requirements and maximum building sizes that can be utilized for a particular use. Additionally, some cities have imposed special taxes, such as the City of Vernon, for warehouse or partial warehouse uses. All of these restrictions and/or regulations are varied from city to city, and they are constantly changing. Broker is not qualified to advise you whether the Premises (and/or any related property) or the proposed use thereof complies with these or any other ordinances or whether the Premises (and/or any related property) might in the future violate these or any other ordinances, nor is Broker qualified to advise you as to the impact thereof. Broker recommends that each party carefully review all applicable codes, regulations, and ordinances affecting the Premises and consult with their attorneys, consultants, engineers, and contractors to determine whether the Premises (and/or any related property) and the proposed use are and, in the future, will be in compliance with same.

13. DISCLOSURE REGARDING INSPECTION BY CERTIFIED ACCESS SPECIALIST. The State of California requires that property owners or lessors state on every lease whether the property being leased or rented has undergone inspection by a Certified Access Specialist (CASp) and, if so, whether the property has or has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. Lessor and Lessee acknowledge that Broker has made no representation or warranties concerning whether the Premises has or has not undergone a CASp inspection or whether the Premises has not been determined to meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53. The undersigned acknowledge that Broker has recommended that they consult their attorneys and qualified design professionals for information regarding the legal effect or consequence of Lessor's CASp inspection disclosure and whether modifications and/or changes to the Premises are required.

14. Lessor and Lessee acknowledge that Broker has made no representations with respect to the enforceability or continued enforceability of any Lease in the event of a foreclosure on the Premises. Broker recommends that Lessor and/or Lessee consult with an attorney to determine the effect of a foreclosure on any Lease and specifically the advisability of entering into a subordination, non-disturbance and attornment agreement in connection with any Lease of the Premises.

The undersigned acknowledge that they have received and read the above Disclosure.

Dated: 9/30/2020 Dated: 09/30/2020

LESSOR: **THE BRIMEL, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY**	LESSEE: **YUN CHEN, AN INDIVIDUAL**
BY: Robert Cronyn, Managing Member	BY: Yun Chen
BY: Jerry Elkind, Managing Member	

AIRCRE

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salesperson and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

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Lessor's Name: THE BRIMEL, LLC., A CALIFORNIA LIMITED LIABILITY COMPANY

☐ Buyer ☐ Seller ☒ Lessor ☐ Lessee _____ 9/30/2020
Date

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee _____ 09/30/2020
Date

LEE & ASSOCIATES COMMERCIAL REAL ESTATE SERVICES, INC. – CITY OF INDUSTRY REPRESENTS LESSOR ONLY

Agent: Lee & Associates Commercial Real Estate Services, Inc. – City of Industry DRE Lic. #: 01125429
Real Estate Broker (Firm)

By: _____ BRE Lic. #: 00901326 Date: September 28, 2020
Mike Tsaparian, CCIM
Executive Vice President & Principal

By: _____ BRE Lic. #: 00946253 Date: September 28, 2020
Peter D. Bacci, SIOR
Executive Vice President & Principal

THIS FORM HAS BEEN PREPARED BY AIR CRE. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM FOR ANY SPECIFIC TRANSACTION. PLEASE SEEK LEGAL COUNSEL AS TO THE APPROPRIATENESS OF THIS FORM.

_____ _____
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP
CIVIL CODE SECTIONS 2079.13 THROUGH 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings: **(a)** "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobilehome, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multiunit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobilehome as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

2079.14. A seller's agent and buyer's agent shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and shall obtain a signed acknowledgment of receipt from that seller and buyer, except as provided in Section 2079.15, as follows: **(a)** The seller's agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. **(b)** The buyer's agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase. If the offer to purchase is not prepared by the buyer's agent, the buyer's agent shall present the disclosure form to the buyer not later than the next business day after receiving the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17(a) As soon as practicable, the buyer's agent shall disclose to the buyer and seller whether the agent is acting in the real property transaction as the buyer's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the buyer's agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. **(b)** As soon as practicable, the seller's agent shall disclose to the seller whether the seller's agent is acting in the real property transaction as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the seller's agent prior to or coincident with the execution of that contract by the seller.

(C) CONFIRMATION: The following agency relationships are confirmed for this transaction.

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____

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Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14. An agent's duty to provide disclosure and confirmation of representation in this section may be performed by a real estate salesperson or broker associate affiliated with that broker.

2079.18 (Repealed pursuant to AB-1289, 2017-18 California Legislative session)

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 (a) A dual agent may not, without the express permission of the seller, disclose to the buyer any confidential information obtained from the seller. **(b)** A dual agent may not, without the express permission of the buyer, disclose to the seller any confidential information obtained from the buyer. **(c)** "Confidential information" means facts relating to the client's financial position, motivations, bargaining position, or other personal information that may impact price, such as the seller is willing to accept a price less than the listing price or the buyer is willing to pay a price greater than the price offered. **(d)** This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a seller's agent from also being a buyer's agent. If a seller or buyer in a transaction chooses to not be represented by an agent, that does not, of itself, make that agent a dual agent.

2079.23 (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship. **(b)** A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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EXHIBIT "A"

PREMISES - SITE PLAN

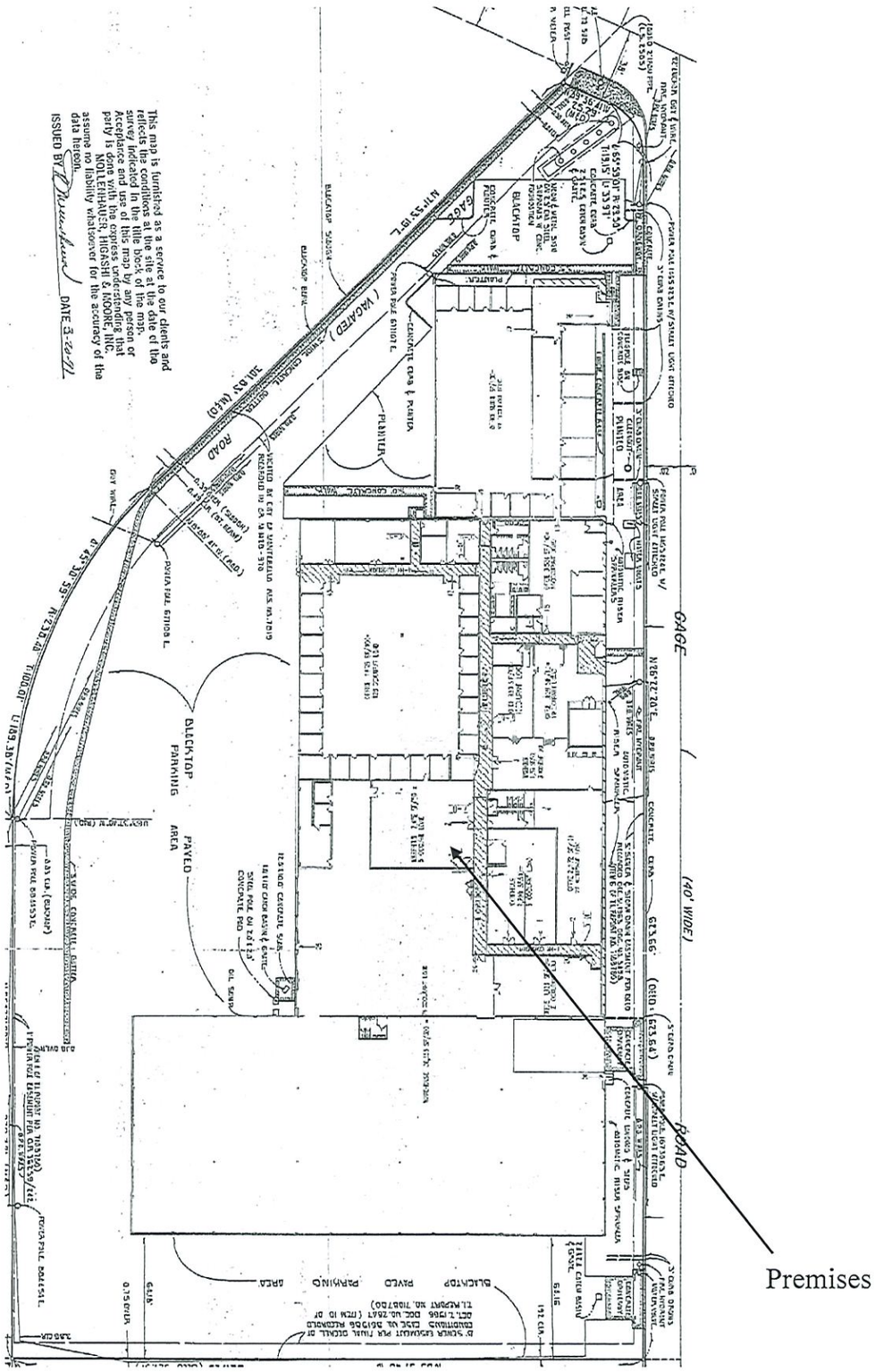

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EXHIBIT "B" to Lease

AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made as of _____ ___, 20___ (the "Effective Date"), by and between The Brimel, LLC, a California limited liability company ("Seller"), and Yun Chen and/or permitted assignee, an individual ("Buyer").

RECITALS:

A. Seller is the owner of that certain improved real property located at 7733 Telegraph Road, in the City of Montebello, California 90640, containing an industrial building having approximately 79,055 square feet (the "Building") and situated on approximately 3.96 acres of land, identified as County of Los Angeles Assessor's Parcel Numbers 6354-028-033 ("Land"), and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the Building, the Land are referred to collectively as the "Property"). Under the terms of this Agreement, the Property shall also be deemed to include all improvements, transferable mineral rights, assignable development rights, air rights, sewer rights, fixtures, Seller's interest in signs and signage rights, heating, ventilation and air-conditioning systems, operating records, easements, rights-of-way, appurtenances and assignable permits, authorizations, licenses, warranties, and Service Contracts (as defined below) pertaining thereto, and all personal property, equipment (including, without limitation, all intangible property) and fixtures actually owned by Seller thereon.

B. Buyer now desires to purchase from Seller, and Seller now desires to sell to Buyer, the Property.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, and Buyer hereby agrees to buy, the Property upon the terms and conditions set forth herein. Subject to the provisions hereof, the "Closing Date" means _____ ___ , 20___.

2. Purchase Price. The "Purchase Price" for the Property will be Sixteen Million _____ Dollars ($16,___,000.00). Concurrent with the opening of Escrow (as defined below), Buyer shall deposit with Escrow Holder (as defined below) the sum of One Million Dollars ($1,000,000.00) in cash, to be held in an interest-bearing account, with any interest accruing thereon while held in Escrow being added to said sum (collectively, the "Initial Deposit"). The Initial Deposit will be returned to Buyer if Buyer terminates this transaction (and provides written notice to Seller thereof pursuant to Paragraph 5 below) for failure of the Contingencies (as defined below) prior to the Contingency Date (as defined below), but shall otherwise be nonrefundable to Buyer and shall be immediately released to Seller on the first (1st) business day following the Contingency Date or early waiver by Buyer of such.

Further, at such time, Escrow is hereby authorized and instructed to release the Buyer's deposit to Seller, without any further instructions. Said funds being released are non-refundable, however, will apply as a portion of the purchase price at the close of escrow and the Seller's demand for cash at close of escrow is reduced accordingly. The Buyer acknowledges that the release of these funds is authorized prior to the recording of any document as required under the Buyer's previous instructions, and regardless of the current condition of title, or the ultimate completion or outcome of this escrow. Payment of the funds prior to the close of escrow as herein authorized is made without liability or recourse on the Escrow company

At least one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder the balance of the Purchase Price, plus Buyer's share of prorations and closing costs described below, by means of cashier's check, federal wire transfer or other method satisfactory to Escrow Holder so that immediately available funds will be available to Escrow Holder for the benefit of Seller at the opening of business on the Closing Date.

3. Escrow.

(a) No later than two (2) business days following the parties' execution of this Agreement, the parties shall proceed to open an escrow ("Escrow") with Tina DeBow, of Commerce Escrow Company, 1055 Wilshire Boulevard, Suite 1000, Los Angeles, California 90017, Phone No: (213) 353-4044, Fax (213) 201-5184 and email tdebow@comescrow.com (the "Escrow Holder"), by depositing therein a fully-executed original of this Agreement along with the Deposit from Buyer. Buyer and Seller shall execute any further standard escrow instructions reasonably required by Escrow Holder; provided, this Agreement shall control in the event of any inconsistency between this Agreement and such additional escrow instructions. Buyer and Seller hereby instruct Escrow Holder to prepare the estimated closing statement no less than five (5) business days prior to the Closing Date.

(b) Buyer and Seller hereby agree that Chicago Title Company, 725 South Figueroa Street, Suite 200, Los Angeles, California, 90017, Attn: Michael Slinger, Phone No. (213) 612-4131, Fax (213) 612-4123 and email mike.slinger@ctt.com (the "Title Company") will be the "real estate reporting person" for purposes of this Agreement, if necessary, pursuant to Internal Revenue Code ("IRC") Section 6045(e).

4. Delivery of Title. Prior to the Closing Date, Seller shall deposit with Escrow Holder a duly executed and acknowledged Grant Deed in the form of Exhibit "B" attached hereto and incorporated herein by this reference, conveying the Property to Buyer subject only to: (a) a lien to secure payment of real estate taxes and assessments, not delinquent; (b) all matters of record or survey not disapproved by Buyer, as described in Paragraph 5 below; and (c) all matters discoverable by means of a survey or a physical inspection of the Property (collectively, the "Survey"). Notwithstanding the foregoing, any leases and any monetary liens encumbering the Property, other than non-delinquent real estate taxes and assessments, shall be removed from title or bonded against by Seller on or before the Closing (as defined below), at Seller's sole cost and expense, unless otherwise agreed to or waived by Buyer in writing. At the close of Escrow, Seller shall cause the Title Company to issue to Buyer, a standard/CLTA or its equivalent owner's policy of title insurance (the "Title Policy"), in the amount of the Purchase Price showing fee simple title to the Property vested in Buyer. Buyer shall have the option of obtaining an extended/ALTA coverage policy of title insurance and all endorsements thereto, if any (collectively, the "ALTA Title Policy"); provided, that Buyer pays for the additional cost of obtaining such ALTA Title Policy, and satisfies any Title Company requirements in connection therewith, including owners affidavit and indemnity, if requested.

5. Contingency Date. On or before 5:00 p.m. Pacific Time on _____ ___, 20___ (the "Contingency Date"), Buyer shall have notified Seller and Escrow Holder, in writing, if Buyer disapproves of any of the conditions precedent described in this Paragraph 5 (collectively, the "Contingencies"). Upon such disapproval, this Agreement shall automatically terminate, Escrow Holder shall return the Deposit to Buyer, and neither party hereto shall have any further rights or obligations hereunder (except as otherwise expressly provided herein). Buyer's failure to give such notice of disapproval by the Contingency Date shall be conclusively deemed to be Buyer's approval or waiver of all Contingencies hereunder and the Deposit shall be deemed earned and nonrefundable except for Seller's default. Buyer's Contingencies are solely for the benefit of Buyer and may be waived only by Buyer, in Buyers sole and absolute discretion.

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(a) Title. Buyer shall have until the Contingency Date to disapprove in writing (i) the legal description of the Property attached hereto as Exhibit "A", (ii) any matters of title as disclosed by a current standard preliminary title report or title commitment issued by the Title Company and legible copies, if obtainable, of the recorded documents referred to in such preliminary title report or title commitment, all of which shall be delivered to Buyer promptly following the opening of Escrow, and (iii) any title matters disclosed by an inspection or survey of the Property.

(b) Review and Approval of Documents. Within three (3) days after mutual execution of this Agreement, Seller shall deliver to Buyer for Buyer's review and approval the documents and materials respecting the Property set forth below, which such information Buyer shall also have until the Contingency Date to disapprove, in writing:

(i) The monthly income and expense records for the Property for the period of time which is two (2) years prior to the Effective Date (including property tax bills, utility bills and rent roll, if any), in the form customarily maintained by Seller and to the extent same are available to Seller, including association dues and common area charges;

(ii) Certificates of occupancy and any other governmental permits or entitlements in Seller's possession relating to the Property, if any, and all notices of violation of building code, zoning or other land use regulations, as well as notices from insurance underwriters, received by Seller in the three (3) years prior to the Effective Date;

(iii) All service contracts and other agreements in Seller's possession relating to the operation of the Property (collectively, the "Service Contracts"), if any;

(iv) All (1) plans and specifications, (2) engineering studies, (3) geological and geotechnical reports, (4) earthquake and structural reports, (5) roof, mechanical (including loading doors), HVAC inspection reports, invoices, and insurance claims relating thereto, and (6) similar reports relating to the Property, which are in Seller's possession, if any;

(v) Construction contracts and warranties and guaranties relating to improvements, fixtures and personal property;

(vi) Copies of any existing Survey and/or plans and specifications regarding the Property which are in Seller's possession, if any;

(vii) Copies of all reports relating to Hazardous Materials (hereinafter defined) in Seller's possession or control relating to the Property; and

(viii) Copies of any and all leases, licenses, rental agreements or occupancy agreements, and all amendments and supplements or other writings in relation thereto, relative to the Property (together with all rents, issues and profits thereunder) (collectively, "Leases").

Seller agrees to deliver the above-referenced documents, which are in Seller's actual possession or control, to Buyer promptly following the opening of Escrow, without any representations or warranties by Seller as to the contents or accuracy thereof,. If this Agreement is terminated for any reason, Buyer covenants to immediately return to Seller all documentation theretofore delivered to Buyer by or on behalf of Seller, and Buyer shall also deliver to Seller, promptly upon Buyer's receipt, copies of any and all reports, studies, Surveys or similar matters commissioned by Buyer with respect to the Property, at no cost or expense to Seller.

(c) Inspections and Studies. Buyer shall have until the Contingency Date to disapprove, in writing, the results of any and all inspections, economic and legal feasibility analyses, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, Hazardous Materials (as defined below), engineering tests, surveys, and soils, seismic and geological reports with respect to the Property (including all structural and mechanical systems, and leased areas), as Buyer may elect to make or obtain. All such inspections, tests and studies shall be at Buyer's sole cost and expense. Buyer and its consultants shall have the right to enter upon the Property, following the opening of Escrow and until the Contingency Date, to conduct such inspections, tests and studies; provided, that such entry onto the Property shall not unreasonably interfere with any tenant's quiet enjoyment of the Property and shall be conducted, in accordance with all Applicable Law (as defined below), only following 24 hour prior notice to Seller to permit Seller to have Seller's agent or such appropriate person to accompany any such entry. Buyer assumes all risk and expense relating to Buyer's entry on the Property, and Buyer hereby agrees to indemnify, defend (with counsel reasonably acceptable to Seller), protect and hold Seller and Seller's officers, directors, shareholders, partners (either general or limited), employees, agents and representatives (collectively, "Seller's Agents"), as well as the Property, harmless from and against any and all claims, liabilities, damages, costs or expenses resulting from property damage or personal injury caused by said inspections , including, without limitation, reasonable attorneys' fees and costs, and court costs. The indemnification obligations of Buyer set forth in this Paragraph 5(c) shall survive the Closing or any expiration or earlier termination of this Agreement.

6. Costs and Prorations. All rents, deposits, taxes, utilities, amounts payable under the Service Contracts and other payments received or paid or payable relating to the Property shall be prorated as of the Closing on a 365-day year. Seller shall be responsible for paying the premium for the CLTA portion of the Title Policy, and Buyer shall be responsible for paying any costs associated with any ALTA Title Policy requested by or for the benefit of Buyer. The costs for any new or updated Survey of the Property shall also be the responsibility of Buyer. Buyer and Seller shall each pay one-half (1/2) of any Escrow fees. Payment of documentary transfer taxes is the responsibility of the Seller. Payment of recording fees or charges is the responsibility of Buyer. All other costs and expenses not specifically allocated herein shall be paid in accordance with the custom of the County in which the Property is located.

7. Closing Documents and Conditions; and Closing.

(a) Following the opening of Escrow, Seller shall operate and maintain the Property in the ordinary course of business (consistent with Seller's prior practice), reasonable wear and tear excepted (subject to Seller obtaining reimbursement therefor, if available under the Leases), through and until the Closing.

(b) As conditions precedent to Seller's obligations under this Agreement (unless otherwise waived, in writing, by Seller), and before the Closing Date, Buyer shall deliver to Escrow Holder: an executed closing statement prepared by Escrow Holder and reasonably agreed to by Seller; the balance of the Purchase Price to Escrow Holder, to which the Deposit has already been applied, pursuant to Paragraph 2 above; an executed, original Assignment and Assumption of Service Contracts for the Property, which shall be substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference; a Bill of Sale,[2] which shall be substantially in the form of Exhibit "D"; and such other documents as may be reasonably required by Escrow Holder and/or the Title Company in order to consummate the transaction contemplated by this Agreement.

(c) As conditions precedent to Buyer's obligations under this Agreement (unless otherwise waived, in writing, by Buyer), and on the Closing Date,

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Seller shall deliver to Buyer: the keys to and possession of the Property, subject to the Leases; and to Escrow Holder, on or before the Closing Date: the executed, original Grant Deed, in the form attached hereto as Exhibit "B", duly executed and acknowledged in recordable form by Seller, conveying the Real Property to Buyer subject only to the approved title conditions.; an executed closing statement prepared by Escrow Holder; the executed, original Assignment and Assumption of Leases, Intangibles and Service Contracts for the Property, which shall be substantially in the form of Exhibit "C" attached hereto and incorporated herein by this reference; a Bill of Sale, which shall be substantially in the form of Exhibit "D"; a FIRPTA Certificate (as defined below), which shall be substantially in the form of Exhibit "E" attached hereto and incorporated herein by this reference;; and such other documents as may be reasonably required by Escrow Holder and/or the Title Company in order to consummate the transaction contemplated by this Agreement. Additionally, it shall be a condition to Buyer's obligations under this Agreement that all of Seller's representations herein shall be true , material and relied upon by Buyer as of the Closing Date, that the Property shall be in substantially the same condition as it was at the Contingency Date (except as set forth in Section 8 below), and that the Title Company shall have committed to insuring Buyer's title to the Property in the condition required under this Agreement.

(d) Unless otherwise mutually agreed to by Seller and Buyer in writing, and notwithstanding the Closing Date set forth in Paragraph 1 above, the "Closing" of this transaction shall mean, and shall be conclusively deemed to occur on, the date the Title Company records the Grant Deed in the County Recorder's Office of the County in which the Property is located and Escrow Holder concurrently releases the Purchase Price to Seller.

8. Damage or Destruction and Condemnation. If all or any portion of the Property is damaged or destroyed prior to the Closing, or if any condemnation or eminent domain proceedings (the "Proceedings") are instituted or threatened by written notice against the Property after the Contingency Date but prior to the Closing, and the costs of repair or reconstruction or the extent of the Proceedings are reasonably estimated to be in excess of Two Hundred and Thousand Dollars ($200,000.00), Buyer shall have the right to terminate this Agreement by giving written notice thereof to Seller within five (5) business days after Seller notifies Buyer of the event of any damage or destruction or the Proceedings, whereupon neither Buyer nor Seller shall have any further rights or obligations hereunder following the return of the Deposit to Buyer (except as otherwise provided herein). If Buyer does not timely terminate this Agreement, as aforesaid, this Agreement shall continue in full force and effect without modification or reduction in the Purchase Price, except for the amount of the deductible under any applicable casualty insurance, and Seller shall assign to Buyer as of the Closing all insurance or condemnation proceeds or other funds, and Buyer shall assume all obligations, of Seller as a result of such damage or destruction or the Proceedings, whether or not such insurance proceeds or other funds are adequate or sufficient.

9. Representations and Warranties.

Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 1 year, and any law suit or action based upon them must be commenced within such time period.

(a) Seller hereby represents and warrants to Buyer that Seller is a duly formed and validly existing California limited liability company, maintaining a place of business in Los Angeles, California.

(b) Buyer hereby represents and warrants to Seller that Buyer is a duly formed and validly existing Delaware limited liability company, in good standing in the State of Delaware and qualified to do business in the State of California.

AC

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(c) Buyer and Seller, each for itself only, hereby represent and warrant to each other that: each has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the transaction contemplated hereby; the execution and delivery of this Agreement by Buyer and Seller, the performance and compliance with all of the terms and conditions hereof to be performed and complied with by Buyer and Seller, and the consummation by Buyer and Seller of the transaction contemplated hereby have been duly authorized by all requisite action on the part of Buyer and Seller; this Agreement and all documents and agreements ancillary hereto and all documents required hereby have been, or when executed and delivered by Buyer and Seller shall have been, duly and validly executed and delivered by Buyer and Seller, and shall constitute the legal, valid and binding obligations of Buyer and Seller, enforceable in accordance with their respective terms.

(d) Buyer and Seller, each for itself only, hereby represent and warrant to each other that the execution, delivery and performance of this Agreement by Buyer and Seller, and the consummation by Buyer and Seller of the transaction contemplated hereby, do not require the consent, waiver, approval, license or authorization of any foreign, federal, state or local public authority or any other person or entity.

(e) Seller has received no notice of any actions, suits or proceedings, pending or threatened, before any judicial, administrative or other governmental authority with respect to the Property.

(f) Seller has not received any notice from (i) any city, county, state or other government authority stating that the Property is in material violation of the laws, rules or ordinances applicable to the Property, which violation has not been corrected prior to the Effective Date, or (ii) its insurers regarding material defects or inadequacies of all or any part of the Property or use or operation thereof, which have not been corrected prior to the Effective Date.

(g) Seller has not received any official governmental notice of (i) any taking of the Property or any part thereof, (ii) any plan, study or effort to rezone the Property or to widen, modify, regrade or realign any street or highway that borders the Property, or (iii) any pending eminent domain proceeding with respect to the Property.

(h) As of the Closing, there will be no management, leasing or brokerage agreements affecting the Property.

(i) Seller has no employees at the Property.

10. AS-IS. As a material inducement to the execution and delivery of this Agreement by Seller and the performance by Seller of its duties and obligations hereunder, Buyer, and any and all of Buyer's successors and assigns, do hereby acknowledge, represent, warrant and agree to and with Seller as follows:

(a) Buyer is purchasing the Property in its current "AS-IS/WHERE-IS" condition "WITH ALL FAULTS" as of the Closing, and neither Seller nor any of Seller's Agents have made any representations or warranties regarding the Property (except as expressly set forth in Paragraph 9 of this Agreement);

(b) Seller has no obligation to repair or correct any facts, circumstances, conditions or defects regarding the Property or to compensate Buyer for same; and

(c) The period of time ending at the Contingency Date and Buyer's inspection rights hereunder constitute an adequate opportunity to investigate and approve the status of title for the Property, investigate whether the Property is located in a "flood zone" as set forth in HUD's Special Flood Zone Area Maps or is situated in a Special Study Zone as designated under the Alquist-Priolo Special Studies Zone Act and/or Earthquake Fault Zoning Act or its equivalent(s) (and all successive and/or similar

acts), as well as to conduct such inspections of the Property with respect to the presence of Hazardous Materials, compliance with building codes, zoning ordinances, and all other governmental regulations, access to adjacent public streets, the condition of soils and mechanical, structural and engineering aspects of the Property, and all other investigations of the Property deemed necessary by Buyer. Furthermore, Buyer, and any and all of Buyer's successors and assigns, do hereby release and waive with respect to Seller and Seller's Agents any and all claims, losses, liabilities, costs and damages, known or unknown, with respect to the Property for any reason whatsoever, including, but not limited to, any improvements located thereon; and in connection therewith, further waive all rights and benefits arising under the following: California Civil Code Section 1542 (and all successor and similar sections), which provides as follows:

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

For the purposes of this Agreement, the term "Hazardous Materials" means any substance: (i) the presence of which requires investigation, remediation or disclosure under any present or future federal, state or local statute, regulation, ordinance, order, action, policy or common law (collectively, "Applicable Law"); (ii) the presence of which causes or threatens to cause a nuisance or other harm upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; and/or (iii) including, without limitation, waste, pollutants, oil or other hazardous substances, including, without limitation, petroleum or petroleum products, radioactive, flammable or explosive substances, asbestos and/or asbestos-containing materials, polychlorinated biphenyls and all materials and wastes which are or become classified as "hazardous substances," "hazardous materials" and/or "toxic substances" under any Applicable Law, as the same may be amended from time to time, including, but not limited to, the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §9601, et seq.), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), and the Clean Air Act (42 U.S.C. §7401, et seq.). The foregoing releases, waivers and agreements of Buyer, and any and all of Buyer's successors and assigns, as set forth in this Paragraph 10 shall survive the Closing or any expiration or earlier termination of this Agreement.

11. Legal Fees; Buyer Default.

(a) Upon the bringing of any action or suit by a party hereto against another party hereto by reason of any alleged default hereunder or to interpret or enforce any terms hereof, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees and costs, and court costs, whether or not suit proceeds to final judgment, settlement or otherwise.

(b) IN THE EVENT THE CLOSING DOES NOT OCCUR AS HEREIN PROVIDED BY REASON OF ANY DEFAULT BY BUYER, SELLER SHALL FIRST NOTIFY BUYER IN WRITING OF SUCH DEFAULT AND BUYER SHALL HAVE TEN (10) BUSINESS DAYS, FROM RECEIPT OF SAID NOTICE, TO CURE OR REMEDY THE DEFAULT. IF BUYER FAILS TO CURE SUCH DEFAULT WITHIN SUCH PERIOD AND THE CLOSING OF THE TRANSACTION CONTEMPLATED IN THIS AGREEMENT DOES NOT OCCUR, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT

BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS, AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO THE TOTAL DEPOSIT (EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER (EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT). UPON ANY DEFAULT BY BUYER, THIS AGREEMENT MAY BE TERMINATED BY SELLER, AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR: (i) THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER AND/OR ESCROW HOLDER; (ii) BUYER'S OBLIGATION TO RETURN THE DOCUMENTS DESCRIBED IN, AND SUBJECT TO THE TERMS OF, PARAGRAPH 5 ABOVE; (iii) THE RIGHT OF SELLER TO ENFORCE ITS REMEDIES UNDER THE INDEMNIFICATION OBLIGATIONS OF BUYER CONTAINED IN THIS AGREEMENT; AND (iv) THE RIGHT OF SELLER TO COLLECT ANY ATTORNEYS' FEES AND COSTS, AND COURT COSTS, INCURRED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IN ENFORCING THIS PARAGRAPH 11(b).

_____ _____

BUYER'S INITIALS SELLER'S INITIALS

WAIVER OF RIGHT TO RECORD LIS PENDENS. AS PARTIAL CONSIDERATION FOR SELLER ENTERING INTO THIS AGREEMENT, BUYER EXPRESSLY WAIVES ANY RIGHTS UNDER THE FOLLOWING: CALIFORNIA CODE OF CIVIL PROCEDURE, PART II, TITLE 4.5 (INCLUDING SECTIONS 405-405.39), AND AT COMMON LAW OR OTHERWISE, TO RECORD OR FILE A LIS PENDENS OR A NOTICE OF PENDENCY OF ACTION OR SIMILAR NOTICE AGAINST ALL OR ANY PORTION OF THE PROPERTY IN CONNECTION WITH ANY ALLEGED DEFAULT BY SELLER HEREUNDER. BUYER AND SELLER HEREBY EVIDENCE THEIR SPECIFIC AGREEMENT TO THE TERMS OF THIS WAIVER BY PLACING THEIR INITIALS IN THE PLACES PROVIDED BELOW.

_____ _____

BUYER'S INITIALS SELLER'S INITIALS

12. SELLER DEFAULT. IF THE CLOSING FAILS TO OCCUR ON ACCOUNT OF SELLER'S DEFAULT IN THE PERFORMANCE OF ANY MATERIAL OBLIGATION TO BE PERFORMED BY SELLER UNDER THIS AGREEMENT, BUYER SHALL FIRST NOTIFY SELLER IN WRITING OF SUCH DEFAULT AND SELLER SHALL HAVE TEN (10) BUSINESS DAYS, FROM RECEIPT OF SAID NOTICE, TO CURE OR REMEDY THE DEFAULT. IF SELLER FAILS TO CURE SUCH DEFAULT WITHIN SUCH PERIOD AND THE CLOSING OF THE TRANSACTION CONTEMPLATED IN THIS AGREEMENT DOES NOT OCCUR, THEN BUYER AGREES THAT BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE THE FULL RETURN OF BUYER'S DEPOSIT FROM SELLER.

13. Notices. All notices or other communications required or permitted hereunder must be in writing to be effective, and shall be personally delivered or sent by registered or certified mail, return receipt requested, or delivered via overnight mail (via Federal Express or similar overnight courier), or delivered via e-mail (in "PDF" format), and shall be deemed received upon the earliest of: (a) the date of delivery, if personally delivered or delivered via overnight mail, (b) three (3) business days after the date of posting by the U.S. or Canadian postal service, if mailed, or (c) the date when sent, if sent via electronic transmission or e-mail (in "PDF" format). Any notice or other communication sent by e-mail shall be confirmed within two (2) business days by letter mailed or delivered to the receiving party according to the foregoing. All such notices or communications shall be addressed as follows:

To Seller: The Brimel, LLC
2110 Artesia Boulevard, Suite 935
Redondo Beach, California 90278

Attn: Robert Cronyn and Jerry Elkind
Email: cronyn@gmail.com

With a copy to: Nelson Comis Kettle & Kinney, LLP
300 East Esplanade Drive, Suite 1170
Oxnard, California 93036
Attn: Stuart A. Comis
Email: scomis@calattys.com

To Buyer: Yun Chen
_____
_____
Email: _____

With a copy to: _____
_____
_____
Attn: _____
Email: _____

To Escrow Holder: Commerce Escrow Company
1055 Wilshire Boulevard, Suite 1000
Los Angeles, California 90017
Attn: Tina DeBow,
Email: tdebow@comescrow.com

Title Company: Chicago Title Company
725 South Figueroa Street, Suite 200
Los Angeles, California, 90017
Attn: Michael Slinger
Email: mike.Slinger@ctt.com

14. Successors and Assigns; and Assignment.

Seller may assign this Agreement and/or any of Seller's rights hereunder to any third-party individual or entity, without Buyer's consent (but upon written notice to Buyer and Escrow Holder).

Buyer shall not have the right, power or authority to assign all or any portion of this Agreement or its rights hereunder or to delegate any duties or obligations arising under this Agreement, voluntarily, involuntarily or by operation of law, without Seller's prior written consent; provided, that Buyer shall have the right, power and authority to assign all or any portion of this Agreement or its rights hereunder or to delegate any duties or obligations arising under this Agreement without Seller's consent to any affiliate of Buyer that is the majority controlling, controlled by or under common control with Buyer; provided, however, that no such assignment or delegation shall relieve Buyer of its obligations or liabilities under this Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

15. Entire Agreement and Exhibits. This Agreement, together with all Recitals and Exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and no addition or modification of any term or provision shall be effective unless set forth in writing and executed by both Buyer and Seller.

16. Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

17. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California Buyer and Seller hereby consent and agree to the jurisdiction of the state or federal courts sitting in the County of Los Angeles, State of California, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein, and further agree that any dispute concerning the relationship between the parties hereto or this Agreement, or otherwise, shall be heard only in the courts described above.

18. Broker. Buyer hereby represents and warrants to Seller that Buyer has not dealt with any real estate broker or agent in connection with the Property, except for Michael Tsaparian, CCIM and Peter Bacci, SIOR, of Lee & Associates® Industry, Inc., exclusively representing the Seller ("Seller's Broker(s)") in this transaction, collectively the "Brokers"). Seller shall pay the commissions payable to the Brokers. In the event of any claim for a broker's or finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement, (a) Buyer will indemnify, defend (with counsel reasonably acceptable to Seller), protect and hold Seller, Seller's Agents and the Property free and harmless from and against any and all such claims (including reasonable attorneys' fees and costs, and court costs) by any broker claiming through or under Buyer (except for the Brokers), and (b) Seller will indemnify, defend (with counsel reasonably acceptable to Buyer), protect and hold Buyer, Buyer's Agents and the Property free and harmless from and against any and all such claims (including reasonable attorneys' fees and costs, and court costs) by any broker claiming to represent Seller in this transaction/Agreement. The indemnification obligations set forth in this Paragraph 18, will survive the Closing or any expiration or earlier termination of this Agreement.

19. FIRPTA Compliance. Seller is not a foreign corporation or person within the meaning of Section 1445 of the IRC, as amended. Based upon the foregoing, and at or prior to the Closing, Seller shall deliver to Escrow Holder a "FIRPTA Certificate" certifying Seller's non-foreign status, which FIRPTA Certificate is attached hereto as Exhibit "E".

20. 1031 Exchange. Notwithstanding Paragraph 14 above, Buyer and Seller shall each have the right to consummate the transactions contemplated by this Agreement as part of a tax deferred exchange under Section 1031 of the IRC, as amended. Buyer and Seller each agree to execute such additional escrow instructions, documents, agreements or instruments as may be reasonably necessary to effectuate such exchange. Buyer and Seller each agree to reasonably cooperate with the other so as to effectuate such tax deferred exchange so long as there is no delay in the Closing, no additional expense or liability to the non-exchanging party by reason of its cooperation and the non-exchanging party is not required to take title of the Property hereunder.

21. Limitation of Liability. The obligations of Seller under this Agreement, or directly or indirectly arising out of this Agreement, are limited solely to Seller, and neither Buyer nor anyone else claiming by or through Buyer has any claim against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, agents, incorporators, affiliates and/or representatives of Seller or of any of the assets or property of any of the foregoing for the payment or collection of any amount, judgment, judicial process, arbitral award, fee and/or cost or for any obligation or claim to the extent arising out of or based upon this Agreement and requiring the payment of money by Seller. The provisions of this Paragraph 21 will survive the Closing and any termination of this Agreement.

22. Interpretation of Agreement. Terms, captions, headings and titles of this Agreement are solely for convenience of reference and shall not affect its interpretation. This Agreement will be construed without regard to any presumption or other rule requiring construction against the party drafting the document, and shall

be construed neither for nor against Seller or Buyer, but will be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the parties hereto. All terms and words used in this Agreement, regardless of the number or gender in which they are used, will be deemed to include any other number and any other gender as the context may require. This Agreement will have no binding force or effect until its execution and delivery by both Seller and Buyer. "Including" means "including without limitation". There are no third party beneficiaries of this Agreement.

[TEXT CONCLUDED; SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller and Buyer executed this Agreement as of the Effective Date.

"SELLER":

The Brimel, LLC, a California limited liability company

By: _____
Jerry Eklind, Managing Member

By: _____
Robery Cronyn, Managing Member

"BUYER":

Yun Chen, an individual and/or Permitted Assignee

By: _____
Yun Chen

LEGAL DESCRIPTION OF PROPERTY

[[NOT YET REVIEWED]]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 18 OF EAST LAGUNA, IN THE CITY OF MONTEBELLO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP MARKED EXHIBIT "A" AND ATTACHED TO DECREE OF PARTITION IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 881961, A CERTIFIED COPY OF WHICH DECREE IS RECORDED IN **BOOK 122, PAGE 162** ET SEQ., OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND A PORTION OF GAGE ROAD VACATED BY CITY OF MONTEBELLO COUNCIL RESOLUTION NO. 7819 AND RECORDED AS INSTRUMENT NO. 5496 ON DECEMBER 31, 1963 IN **BOOK M-1420 PAGE 970,** OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEASTERLY LINE OF LAND DESCRIBED IN DEED RECORDED AS INSTRUMENT NO. 1955 ON DECEMBER 30, 1960 IN **BOOK D-1078 PAGE 413,** OFFICIAL RECORDS OF SAID COUNTY, DISTANT SOUTH 26□ 22' 29" WEST, 596.79 FEET FROM THE NORTHEASTERLY CORNER OF SAID LAND; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE SOUTH 26□ 22' 20" WEST, 279.32 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 238.10 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 189.38 FEET; THENCE TANGENT TO SAID CURVE SOUTH 71□ 53' 19" WEST 301.83 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 8.00 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY LINE OF SAID LAND AND ITS SOUTHEASTERLY PROLONGATION; THENCE ALONG SAID PARALLEL LINE NORTH 39□ 36' 41" WEST, 25.29 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 29.50 FEET, THE NORTHERLY TERMINUS OF SAID CURVE TO TERMINATE IN A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHEASTERLY 265.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID LAND; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE 33.97 FEET TO SAID LAST MENTIONED PARALLEL LINE; THENCE ALONG SAID PARALLEL LINE NORTH 26□ 22' 20" EAST, 623.64 FEET TO A LINE THAT BEARS SOUTH 63□ 37' 40" EAST AND PASSES THROUGH THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 63□ 37' 40" EAST ALONG SAID LINE 327.31 FEET TO THE POINT OF BEGINNING.

EXCEPT ALL MINERALS, GAS, OIL AND OTHER HYDROCARBON SUBSTANCES BEING IN AND UNDER SAID LAND BELOW A DEPTH OF 500 FEET WITHOUT THE RIGHT OF SURFACE ENTRY, TOGETHER WITH THE RIGHT TO REMOVE SAID SUBSTANCES BY WELLS LOCATED ON THE SURFACE OF ADJOINING LAND AND BY DRILLING INTO THAT PORTION OF THE ABOVE DESCRIBED LAND LYING BENEATH A DEPTH OF 500 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY ENRICO ROSSI AND OTHERS IN DEED RECORDED DECEMBER 20, 1950 IN **BOOK 35118 PAGE 389**, OFFICIAL RECORDS.

ASSESSOR'S PARCEL NUMBER: **6354-028-033**

EXHIBIT "A"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

_____
_____
_____
Attn: _____

MAIL TAX STATEMENTS TO:

-- Same as Above --

(Above Space for Recorder's Use Only)

GRANT DEED

[Attached As Follows]

325270806.3

LEGAL DESCRIPTION OF PROPERTY

[To Be Attached]

ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACTS AND INTANGIBLES
[NOT YET REVIEWED]

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, _____, a _____ ("Assignor"), hereby assigns and transfers to _____, a _____ ("Assignee"), all of Assignor's right, title and interest in and to all warranties, guaranties, permits, licenses, variances, approvals, other intangible rights relating to the Property, and all of the service contracts and agreements set forth on Schedule "2" attached hereto and incorporated herein by this reference (collectively, the "Service Contracts", or, with the other assigned matters referred to herein, the "Rights"), pertaining to the real property described on Schedule "1" attached hereto and incorporated herein by this reference (the "Property").

NOW, THEREFORE, Assignor hereby assigns, sells, transfers, sets over and delivers to Assignee all of Assignor's estate, right, title and interest in and to the Rights, and Assignee hereby accepts the Rights in their current "AS-IS/WHERE-IS" condition "WITH ALL FAULTS" as of the date of this assignment.

Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Service Contracts accruing or arising on or after the date hereof.

Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any claims (including reasonable attorneys' fees and costs, and court costs) under the Service Contracts first arising after the date hereof by reason of Assignee's failure to perform its obligations under the Service Contracts.

Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any claims (including reasonable attorneys' fees and costs, and court costs) under the Service Contracts arising prior to the date hereof by reason of Assignor's failure to perform its obligations under the Service Contracts.

In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs, and court costs.

This assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

This assignment shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

This assignment may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee executed and delivered this assignment as of this _____ day of _____, 2019.

"ASSIGNOR": _____,
a _____

By:_____
Name:_____
Title:_____

"ASSIGNEE":

_____,
a _____

By:_____
Name:_____
Its:_____

LEGAL DESCRIPTION OF PROPERTY

[To Be Attached]

LIST OF SERVICE CONTRACTS

[To Be Completed]

BILL OF SALE
[NOT YET REVIEWED]

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, _____, a _____ ("Seller"), does hereby sell, transfer and assign to _____, a _____ ("Buyer"), all of Seller's right, title and interest in and to the items of personal property listed on Schedule "2" attached hereto and incorporated herein by this reference (collectively, the "Personal Property"), which Personal Property is situated on the real property described on Schedule "1" attached hereto and incorporated herein by this reference (the "Property").

Seller has legal title to the Personal Property, and all of the Personal Property is free and clear of any and all security agreements, financing statements or other liens or encumbrances.

Buyer hereby accepts the Personal Property in its current "AS-IS/WHERE-IS" condition "WITH ALL FAULTS" as of the date hereof.

In the event of the bringing of any action or suit by a party hereto against another party hereto by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this bill of sale, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees and costs, and court costs.

This bill of sale shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

This bill of sale shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of California.

This bill of sale may be executed in one or more counterparts, each of which shall be an original, and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer executed and delivered this bill of sale as of this _____ day of _____, 2019.

"SELLER":

_____,
a _____

By: _____
Name: _____
Title: _____

"BUYER":

_____,
a _____

By:_____
Name:_____
Its:_____

LEGAL DESCRIPTION OF PROPERTY

[To Be Attached]

LIST OF PERSONAL PROPERTY

Any and all Personal Property owned by Seller and located on the Property.

TRANSFEROR'S/SELLER'S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a _____ (as "Buyer" and/or "Transferee"), that withholding the tax under Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), will not be required upon the transfer of certain real property to the Transferee by_____, a _____ ("Seller" and/or "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. Transferor's U.S. employer identification number is _____; and

3. Transferor's office address is:

_____
_____
_____
_____

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee.

The undersigned declares that I have examined this Certification and to my actual knowledge and belief it is true, correct and complete, and I further declare that I have the authority to sign this Certification on behalf of the Transferor.

Date: _____, 2019.

"SELLER" AND/OR
"TRANSFEROR":

_____,
a _____

By:_____
Name:_____
Title:_____

EXHIBIT "E"

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 7733 Telegraph Road, Montebello, CA 90640

APN(s): 6354-028-033

Legal Property Owner Name: The Brimell, LLC, a California limited liability company

I, Jerry Elkind, managing member,
Authorized Person First and Last Name; Title (owner, president, managing partner, managing member, trustee)

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

Blue Basil, LLC, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: _____ Date: 7-13-21

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Yun Chen and Christina Dangelo
Phone Number: 347-351-8309 Email: dangelo.christina@gmail.com

Check all that apply:

☒ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

_____

_____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____, County of _____
On _____ (*Date*) before me _____ *(Notary name)*
personally appeared _____ (*Property Owner Name*), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (*Notary Public*)

(*Seal*)

See Notary Attachment

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange }

On July 13th, 2021 before me, Tien Le Dinh, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jerry Jay Elkind
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

TIEN LE DINH
Notary Public - California
Orange County
Commission # 2239369
My Comm. Expires Apr 22, 2022

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Property Owner Signed And Notarized Consent Form

Document Date: N/A Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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EXHIBIT “F”

CONDITIONS OF APPROVAL

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 05-21

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO APPROVING CONDITIONAL USE PERMIT NO. CUP 23-19-M1 AMENDING CUP 23-19 TO EXPAND OPERATIONS AND INCLUDE INDOOR CANNABIS CULTIVATION TO A PREVIOUSLY APPROVED CUP THAT ALLOWED CANNABIS MANUFACTURING, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY LOCATED AT 7733 TELEGRAPH ROAD (APN 6354-028-033), AND ADOPTING A CEQA EXEMPTION

WHEREAS, a Conditional Use Permit No. CUP 23-19 application was submitted by Christina D'Angelo with Blue Basil, LLC., and approved by the Planning Commission on October 15, 2019 under Resolution No. 40-19;

WHEREAS, a Conditional Use Permit No. CUP 23-19-M1 application was submitted by Christina D'Angelo with Blue Basil, LLC. ("Applicants"), to modify CUP 23-19 has been received and accepted;

WHEREAS, the Conditional Use Permit No. CUP 23-19-M1 would amend CUP 23-19 to expand operations and allow for indoor cannabis Cultivation (59,841 square feet) as a conditionally permitted use to go with previously approved cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery located at 7733 Telegraph Road (APN 6354-028-033) ("Project");

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

WHEREAS, the Conditional Use Permit No. CUP 23-19-M1 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The projects characterized as existing facilities meeting the conditions described in this section (it is also noted that none of the limitations set forth in CEQA Guidelines 15300.2 apply). Under Section §15301, Existing Facilities include, but are not limited to, the following:

1. The project consists of interior or exterior alterations involving interior partitions, plumbing, and electrical conveyances;

2. Existing facilities of both investor and publicly owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and.

3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

The proposed Project here consists of minor interior and potentially minor alterations to exterior utility facilities to enable the Project Applicant to carry on the contemplated use. None of the contemplated alterations will expand the use of the existing facility;

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello General Plan Land Use Element, Goal 1, "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;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained to service to the community and bring taxable revenue to the City.

2. The proposed inclusion of cannabis Cultivation along with the previously approved cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery is in compliance with the M-2 (Heavy Manufacturing) zone because:

    a. Per the Index of Primary Uses, Cannabis uses are a conditionally permitted use in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.

    b. Proposed meets the development standards set forth in the Montebello Municipal Code ("MMC") Chapter 17.32.

3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.

4. Per MMC 17.70.070 (Conditional Use Permits), required Conditional Use findings for the proposed use:

    a. That the site for the proposed use is adequate in size and shape;

    The proposed Project or use is consistent with the Montebello

Municipal Code because cannabis outdoor cultivation is a conditionally permitted use in the M1 and M2 zone. The subject site is developed with an existing 79,000 sq. ft. building on an existing irregular shaped 4.02-acre site. The site and building are adequate in size and building type to carry out the proposed cannabis uses.

b. That site has sufficient access to street and highways, and adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use;

The proposed Project or use will have limited employees and will not have visitors from the general public. This will generate less traffic volume compared to other industrial uses, which translates to less AM and PM peak hours and is within the safe capacity of all roads providing access to the project. Trip generation from the project would be generally consistent with surrounding land uses and would not have a significant effect on existing roadway operations. The site has adequate driveway access (ingress and egress) from Gage Road, which a fully paved roadway in the industrial zone.

c. That the proposed use will not have an adverse effect upon adjacent or abutting properties; and

The proposed Project and subsequent use will not be detrimental to the health, safety, or welfare of the general public or persons residing or working in the neighborhood of the use, or be detrimental or injurious to property or improvements in the vicinity of the use because the proposed cannabis cultivation does not generate activity that presents a potential threat to the surrounding property or buildings. The proposed Project will also be subject to the proposed conditions of approval established and will also subject to Building Code requirements designed to address health, safety, and welfare concerns. In addition, the proposed project or use will be consistent with the character of the immediate neighborhood and to its orderly development because the proposed uses and development are similar in size and activities are completely indoors as surrounding operations. The proposed use and activities would not be visible from surrounding public roadways, and all potential nuisances would be adequately controlled and not be detectable from offsite. In addition, a security plan will be required that must be approved by the Montebello Police Department before operation may commence.

d. That the proposed use is consistent with the objectives of the

community redevelopment project area in which the site is located.

Redevelopment Projects areas were abolished by the California Supreme Court in 2011. The proposed project however remains consistent with the goals, objectives and policies of the General Plan. As such, each of the General Plan Elements establishes policies that provide for the regulatory environment in managing the City and for addressing environmental concerns and problems. The majority of the policies derived from these Elements are in the form of Code Requirements of the Montebello Municipal Code. Except for those entitlements described herein, the project does not propose to deviate from any of the requirements of the Montebello Municipal Code. The proposed use conforms with the City of Montebello Land Use Element, Goal 1, "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;" Objective #3, "cluster" type commercial development is preferential to proliferation of strip commercial;" Policy Industrial #1: The City's industrial area should be preserved and maintained and Commercial Policy #5, "The City should contain ample commercial facilities to meet the needs of its residents as well as provide taxable revenues to the City." The project site is being developed with cannabis uses and the development will occupy an existing building and provide a service to the community and will bring taxable revenue to the City.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption and none of the limitations set forth in CEQA Guidelines 15300.2 apply as Class 1 consists of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use. The projects characterized as existing facilities meeting the conditions described in this section:

1. The project consists of interior or exterior alterations involving interior

partitions, plumbing, and electrical conveyances;
2. Existing facilities of both investor and publicly owned utilities used to provide electrical power, natural gas, sewage, or other public utility services; and
3. None of the limitations set forth in CEQA Guidelines 15300.2 apply.

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 23-19-M1 amending CUP 23-19 authorizing indoor cannabis Cultivation to the previously approved cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

1. The Applicants 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 Applicants shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP 23-19) within thirty (30) days from the date of the approval in accordance with Montebello Municipal Code Sections 17.70 and 17.32. The Applicants acknowledge and understand that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the City and shall confer applicant no legal rights under the law. The Applicants shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two (2) years of the approval date of this project; here identified as **March 16, 2023**. Otherwise, it shall become null and void and of no effect whatsoever. Use means the beginning of

substantial construction under this approval. The Applicants will incorporate all conditions of approval in all plans that will be submitted for building plan check.

4. Approval of CUP 23-19-M1 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicants.

5. This approval under CUP 23-19-M1 is include cannabis Cultivation (59,841 square feet) to accompany previously approved cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery and expand the operation that will occupy the entire 79,000 square-foot existing building.

6. "Blue Basil, LLC.", must be a registered business or entity with the Secretary of State of the State of California. If Blue Basil, LLC., is not registered in the State of California, this application and approval is invalid.

7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department at this location prior to operations as Blue Basil, LLC and Blue Basil, LLC. may not sublease any of its operation. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

8. The Applicants and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.

9. This approval is the result of review of the Applicants' submitted application and plans. Further review may be required as the business operations begin and necessitating additional inspection of the facilities and to review the Live Scan results of employees.

10. Within one (1) year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.

11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.

13. The Applicants' business of cannabis Cultivation, Manufacturing, Distribution, and Non-Store Front Retail Delivery will not have any members of the public visit the premises at 7733 Telegraph Road for acquisition or sale of any product.

14. The development and utilization of the subject site shall substantially conform to the plans authored by "Hestia Atelier Design Architecture" and date stamped by the City with a date of January 26, 2021 and February 17, 2021, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development ("Director") to be in substantial compliance with these provisions.

15. The Project requires 105 parking spaces and the site has 119 on-site parking spaces.

16. The development of the subject site shall be consistent with all of the provisions of the MMC and Conditional Use Permit (CUP 23-19-M1).

17. All storage shall be maintained indoors. The Applicants shall cause for the removal of any and all outdoor storage or excess debris currently maintained on site including trailers and inoperable vehicles and parts.

18. The Applicant shall submit three copies of construction level Landscape and Irrigation Plans to the Community Development Department. The plans must be prepared by a registered landscape architect and include the location, number, genus, species, and container size of plants. The cover page shall identify the total square footage tot h landscape area and note how it is to be maintained. Use of water efficient fixtures and drought plants is encouraged.

19. Applicants will improve exterior of buildings with paint to match as necessary.

20. Trash Area and Enclosures. The Applicants shall comply with all trash storage requirements and shall construct a trash enclosure on-site. The trash enclosure shall be enclosed by a view-obscuring wall or fence with gates pursuant to Section 17.32.060 of the MMC.

21. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

22. The 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. The Planning Commission may revoke the Conditional Use Permit (CUP 23-19-M1) if sufficient cause is given.

23. No transfer or Change in ownership or location. Applicants/owner(s) may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council. Applicant will occupy the entire 79,000 square-foot building under Blue Basil, LLC.

24. The Applicants or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

25. Applicants shall repair any and all damaged sidewalk along street frontage of property. A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.

26. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.

27. Applicants shall provide a report on how any toxic or hazardous waste materials or by products will be disposed prior to the start of business operations. Applicants shall provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.

28. Applicants must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).

29. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

30. The property owner will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

31. 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 Planning Commission at a noticed public hearing.

32. The Applicants shall have all graffiti on-site removed within twenty-four (24) hours of its appearance at Applicants' own expense.

33. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.

34. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.

35. No loitering in the parking area and shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director prior to installation.

36. The Applicants and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patron and visit on the premises.

37. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

38. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director and the City's Building Official prior to issuing building permits.

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

40. The approval of this Conditional Use Permit (CUP 23-19-M1) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution; defined here as March 16, 2023. "Exercise of rights" shall mean the issuance of a Building permit.

41. The approval of this Conditional Use Permit (CUP 23-19-M1) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director.

42. Within thirty (30) days of the City Planning Division transmittal of the Acceptance Form, the Applicants 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 30 days shall constitute grounds for terminating the permit.

43. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

44. Parking shall be provided in accordance with the regulations of Chapter 17.52 (Off-Street Parking) of the Montebello Municipal Zoning Code.

45. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

46. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.

47. If, at any time, a litter problem arises, the Director may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

48. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

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

50. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

51. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department, including odor control with adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure.

52. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit.

53. All temporary signage is subject to the restrictions of the City's sign ordinance.

54. No coin operated games or video machines maintained upon the premises at any time.

55. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.

56. Compliance with the current edition of the California Fire Code.

57. Applicants shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.

58. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.

59. Compliance with MMC, Chapter 15.32, titled "California Fire Code" adoptions.

60. Compliance with all nationally recognized standards, laws, and ordinances.

    i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

    ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

    iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must reflect in the submitted security plan.

v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.

vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.

vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

PASSED AND ADOPTED this 16th day of March, 2021 by the Planning Commission.

Commissioner Lomeli:	( ) AYE ( ) NOE (x) ABSENT ( ) ABSTAIN
Commissioner Briseno:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Aliksanian:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Cuevas	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN
Commissioner Ramirez:	(x) AYE ( ) NOE ( ) ABSENT ( ) ABSTAIN

Alexandra Briseno, Chair

ATTEST:

Joseph Palombi
Director of Planning and Community Development

CITY OF MONTEBELLO
AMENDMENT NO. 2 TO AGREEMENT NO. 3721

SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 27-19

THIS SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 27-19 ("the Second Amendment") is entered into this _____th day of July, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, MONTVAIL, INC. ("Owner" and/or "Former Version of Corporate Owner"), a California corporation, and MONTVAIL, INC. ("Assignee/New Owner" and/or "Current Version of Corporate Owner), a California corporation. Owner may also be referred to herein as ("Assignor"). City, Owner, and Assignee/New Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Second Amendment to, and Assignment and Assumption of, Commercial Cannabis Development Agreement No. 27-19.

RECITALS

WHEREAS, on February 14, 2018, Ordinances No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, on June 13, 2018, Ordinances No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinances No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis laws, under specified conditions and provisions; and

WHEREAS, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, on September 5, 2019, Chasom Brown and Andrew Angulo with Eppek, LLC ("Original Owner") applied to this City for a Conditional Use permit (hereinafter "CUP") to conduct commercial cannabis activities; and

WHEREAS, after conducting a duty noticed CUP hearing on November 5, 2019, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 27-19; and

WHEREAS, on December 18, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT

AGREEMENT NO. 27-19 BETWEEN THE CITY OF MONTEBELLO AND EPPEK, LLC" (the "Development Agreement"); and

WHEREAS, on February 3, 2020, the City Council of the City of Montebello approved the execution of "FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 27-19," by and between the CITY OF MONTEBELLO, Assignor EPPEK, LLC, and Assignee MONTVAIL, INC. ("First Amendment"); and

WHEREAS, Article 19 of the Development Agreement, "Assignment by Owner," prohibits the transfer, delegation, sublet or assignment by Owner of any portion of Owner's interests, rights, duties, and obligations described in Development Agreement without prior written consent and approval by the City, as required under Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, pursuant to Article 19 of the Development Agreement, the proposed transferee is required to show proof of lawful possession or transfer of possession of the applicable location, and assume all interest, rights, duties and obligations in the CUP; and

WHEREAS, it is the intention of MONTVAIL, INC., ("Assignor") to sell 50% of its interest to the Development Agreement and CUP to Nuritsa Poghosyan, 40% to Suzana Ghukasyan, and 10% to Gladis Gabrielovna, respectively; and, wherein Assignee/New Owner and Current Version of Corporate Owner, MONTVAIL, INC., now becomes 100% owner of the Development Agreement and CUP, with the legal limitations that the CUP runs with the land, here, specifically, with real property as discussed herein; and

WHEREAS, Assignor intends to assign, and Assignee intends to assume, all assignable interests, rights, duties and obligations under the Development Agreement and the CUP; and

WHEREAS, in accordance with the terms of the Development Agreement, including Article 19, Owner/Assignor and Assignee have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to assignment and change of ownership. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of lawful transfer and holding of legal or equitable interest in real property considered in the Development Agreement and CUP, located at 1040 Vail Avenue, with Assessor Parcel Number 6353-015-002 ("Property" or "Site"); and

WHEREAS, this Second Amendment is intended to meet the requirements of Article 19 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an assignment and assumption agreement between Assignor and

Assignee, and is executed with the consent of the City of Montebello as contemplated in the Development Agreement; and

WHEREAS, on July 28, 2021, the City Council of the City of Montebello reviewed, considered, and approved this SECOND AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 27-19, by and between the CITY OF MONTEBELLO and Assignee and Current Version of Corporate Owner, MONTVAIL, INC.; and

WHEREAS, all procedures of he California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, Chapter 3, §15000 et seq. have been satisfied as the City previously found that the proposed project was Categorically Exempt from CEQA requirements under provisions of CEQA guidelines Section 15301 – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals above are true and correct and are hereby incorporated into and made a part of this Second Amendment. In the event of any inconsistency between the Recitals and the provisions of this Second Amendment, herein below, said provisions of this Second Amendment shall prevail.

Section 2: Assignment and Assumption of Development Agreement and corresponding Conditional Use Permit.

2.1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, interests, duties, burdens and obligations under the Development Agreement and the Conditional Use Permit (also referred herein as "Assignable Rights").

2.2. Assignee hereby assumes all of the rights, interests, duties, burdens and obligations of Assignor under the Development Agreement and Conditional Use Permit, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and respective Conditional Use Permit, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Second Amendment, Assignee shall become substituted for Assignor as the "Owner" under the Development Agreement and the corresponding Conditional Use Permit in relation to the Property.

2.3. This Second Amendment shall take effect and be binding only upon City of Montebello City Council's consent to and approval of the Second Amendment, and as further outlined hereinbelow under Section 5.

2.4. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit. Assignee acknowledges that the Assignable Rights are as set forth within the Development Agreement, the Conditional Use Permit, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and the City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that the City is not party to such other agreements.

2.5. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.6. Exhibits: Assignee has caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporate herein by this reference and shall be inserted in lieu thereof.

2.6.a. Exhibit D: **Recorded Grant Deed or Executed Lease Agreement**

2.6.b. Exhibit E: **Property Owner Signed and Notarized Consent Form**

2.6.c. Exhibit F: **Conditions of Approval**

2.6.d. Exhibit G: **Labor Peace Agreement or Notarized Statement of Intent**

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***Section 2.b. Government Code and Municipal Code Required Elements; Owner and Other Person with Legal or Equitable Interest.***

Owner: **MONTVAIL, INC.**

Owner's Site Interest: Four (4) year and four (4) month lease term with two (2) additional five (5) year options.

A true and correct copy of a recorded grant deed, or executed lease agreement, is attached hereto as Exhibit D, and incorporated herein by this reference.

If Owner is not the fee simple owner of the Site, check box below:

[x] Owner represents and warrants that the property owner has consented in writing to the execution of this Agreement against the Site. [See also

attached Property Owner Signed and Notarized Consent Form wherein the property owner has acknowledged reading Montebello Municipal Code Chapters 5.90 and 17.71, incorporated herein by this reference (Exhibit E).

3.2. ***Section 6.c. Community Relations, Employment, and Wages; Designation of Community Relations Liaison.***

Pursuant to Montebello Municipal Code Chapters 5.90 and 17.71, including, Commerce Municipal Code Section 5.61.300, at the time of this Second Amendment, Owner's day-to-day operations manager, Nuritsa Poghosyan, will be responsible for community inquiries and complaints and on-site management during normal business hours.

3.3. ***Section 6.d. Community Relations, Employment, and Wages; Interface with Montebello Municipal Code / Inspections.***

Owner's day-to-day operations manager, and/or the Owner's Community Relations Liaison, Nuritsa Poghosyan, will interface with the Montebello Police Department's assigned designee to ensure its operation complies with state and local laws and regulations. The City Manager, or designee, or the Montebello Police Department's assigned designee acting at the City Manager's request and per his or her specific and limiting instructions, shall have the right to enter all portions of the site from time to time unannounced during hours of operation for the purpose of making reasonable inspections to observe and enforce compliance with this Agreement and Applicable Cannabis Laws, without the requirement of a search warrant, subpoena, or court order, and subject to appropriate cost recovery fees set forth in this Agreement, or adopted by the City.

_____ Owner's Initials

3.4. ***Section 17. CUP Conditions of Approval.***

Restatement of Compliance with CUP Conditions of Approval. New Owner and Assignee, and Current Version of Corporate Owner, collectively, MONTVAIL, INC., shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this Second Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this Second Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

3.5. ***Section 21. Notice.***

Any notice or communication required hereunder between City and Owner must be in writing, and may be given either personal, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:	City of Montebello 1600 W. Beverly Boulevard Montebello, California 90640 Attention: City Manager
With a copy to:	City Attorney 13181 Crossroads Parkway North Suite 400 – West Tower City of Industry, California 91746
If to Owner:	Nuritsa Poghosyan MONTVAIL, INC. 1040 Vail Avenue Montebello, California 90640

Section 4: Effect of Second Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this Second Amendment are severable and separate, and should a legal challenge be brough challenging the Second Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "Second Amendment Effective Date" means the date on which all of the following are true: (i) this Second Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City's laws and policies; (iii) all complete information and documentation supporting the application for this Second Amendment have been submitted to the City; and (iv) Exhibits to this Second Amendment are finalized, and same have been executed and/or notarized by all affected Parties (if applicable), and are attached hereto; provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this Second Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this Second Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this Second Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this Second Amendment as of the dates herein below.

[Signatures on the following page]

CITY OF MONTEBELLO

_____
Kimberly Cobos-Cawthorne
Mayor

Date: _____

MONTVAIL, INC.

_____
Nuritsa Poghosyan
CEO, CFO and Director
[Assignee/New Owner]

Date: _____

MONTVAIL, INC.

_____
Suzana Ghukasyan
Secretary
[Assignee/New Owner]

Date: _____

MONTVAIL, INC.

_____
Gladis Gabrielovna
Member
[Assignee/New Owner]

Date: _____

APPROVED AS TO FORM:

_____
City Attorney
City of Montebello

Date: _____

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

Authentisign ID: CD6F95B1-BC1D-497D-92ED-A9E03F6F6186

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only April 1st, 2021, is made by and between Big Jung, Inc., a California Corporation ("**Lessor**") and Montvail, Inc., a California Corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 1040 S. Vail Ave., Montebello, CA 90640 ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the Premises and the "Project"): approximately 12,938 square feet of office space area as part of a larger freestanding industrial building with approximately 60,710 square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** not to exceed twenty (20) unreserved vehicle parking spaces. (See also Paragraph 2.6 & 53)

1.3 **Term:** four (4) years and Four (4) month ("**Original Term**") commencing April 1, 2021 ("Commencement Date") and ending July 31, 2025 ("**Expiration Date**"). (See also Paragraph 3) Lessee shall have (2) 5 years options.

1.4. Rental Increases: 3% Annual Increases (See Paragraph 50)

1.5 **Base Rent:** $10,000.00 per month ("**Base Rent**"), payable on the 1st day of each month commencing April 1st, 2021 (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** twenty two point five percent (22.5 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $10,000.00 for the period of buildout up to 'Certificate Of Occupancy' (doors open) not to exceed Eleven (11) months. After COO Rent will correct to $22,641.50.

(b) **Common Area Operating Expenses:** TBD for the period April 1, 2021.

(c) **Security Deposit:** $45,000 PAID ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $10,000.00

1.8 **Agreed Use:** General office, cultivation, and manufacturing of cannabis and related legal uses. Final approved use is contingent upon a conditional use permit (CUP) by the City of Montebello. Any retail or dispensary related businesses, activities, and/or transactions shall be strictly prohibited. (See also Paragraph 6 & 54)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of _____ or _____% of the total Base Rent)~~ for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 48 & 50 through 56

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☑ a site plan depicting the Premises; Exh. A
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee ~~broom clean and free of debris~~ " As-Is Where-Is" on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the Improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each Improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's

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intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

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4. Rent.

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Commor Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Commor Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **"Common Area Operating Expenses"**:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Commor Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Commor Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease tc be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease tc provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be roundec to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be proratec based upon the actual number of days of said month. Payment of Rent shall be made tc Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paic by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting

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showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and

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in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii)

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furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premium Increases.**

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall also not, however, include any premium increases resulting from the nature of the occupancy of Lessee's use as described in paragraph 1.8 herein ~~any other tenant of the Building~~. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage

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amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the

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damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the Improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the Improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy,

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assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Project, during the entire calendar year in which the Lease is executed.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or pay phone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor considering and processing said request. Lessee agrees to provide Lessor

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with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

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(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions,**" shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

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15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be

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deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

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30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

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38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

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arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
Big Jung, Inc., a California Corporation
By: Authentisign John Chang 7/8/2021 9:19:40 PM GMT
Name Printed: John Chang
Title: CEO
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

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Executed at: _____
On: _____

By LESSEE:
Montvail, Inc, a California Corporation

By: Authentisign Suzana Ghukasyan 7/8/2021 6:37:03 PM GMT
Name Printed: Suzana Ghukasyan
Title: Managing Member
Phone: _____
Fax: _____
Email: nickproperty7@gmail.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

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Attn: _____
Title: _____

Address: _____

_____

Phone: _____
Fax: _____
Email: _____

Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Attn: _____
Title: _____

Address: _____

_____

Phone: _____
Fax: _____
Email: _____

Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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AIRCRE

ARBITRATION AGREEMENT
STANDARD LEASE ADDENDUM

Dated: April 1, 2021

By and Between

Lessor: Big Jung, Inc., a California Corporation

Lessee: Montvail, Inc, a California Corporation

Property Address: 1040 S. Vail Ave., Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 48

A. **ARBITRATION OF DISPUTES:**

Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessor's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease under Paragraph 12 of this Lease, any other defaults by Lessor, or any defaults by Lessee by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

B. **DISPUTES EXCLUDED FROM ARBITRATION:**

The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1. Disputes for which a different resolution determination is specifically set forth in this Lease, 2. All claims by either party which (a) seek anything other than enforcement or determination of rights under this Lease, or (b) are primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages, 3. Claims relating to (a) Lessor's exercise of any unlawful detainer rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessee's right of possession to the Premises, all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction, the decision of which court shall be subject to appeal pursuant to applicable law 4. Any claim or dispute that is within the jurisdiction of the Small Claims Court and 5. All claims arising under Paragraph 39 of this Lease.

C. **APPOINTMENT OF AN ARBITRATOR:**

All disputes subject to this Arbitration Agreement, shall be determined by binding arbitration before: ☑ a retired judge of the applicable court of jurisdiction (e.g., the Superior Court of the State of California) affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), or ☑ the American Arbitration Association ("AAA") under its commercial arbitration rules, ☐ _____, or as may be otherwise mutually agreed by Lessor and Lessee (the "Arbitrator"). In the event that the parties elect to use an arbitrator other than one affiliated with JAMS or AAA then such arbitrator shall be obligated to comply with the Code of Ethics for Arbitrators in Commercial Disputes (see: http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_003867). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten days, JAMS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. If the Parties have elected to utilize AAA or some other organization, the Arbitrator shall be selected in accordance with said organization's rules. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

D. **ARBITRATION PROCEDURE:**

1. **PRE-HEARING ACTIONS.** The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. **THE DECISION.** The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Lease. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject

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only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determinec exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other thar a failure to pay money) constitutes a Default, the time to commence or cease such action shall be tolled from the date that the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall NOT apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall NOT toll the time perioc in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with interest thereor as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filec within thirty days, ther such protest shall be deemed waived. (See also Paragraph 42 or 43)

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RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: April 1, 2021
By and Between
Lessor: Big Jung, Inc., a California Corporation
Lessee: Montvail, Inc., a California Corporation

Property Address: 1040 S. Vail Ave., Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 50

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☑ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

Year	SF	Rate	Monthly Rent
Construction	12,938	$0.77	$10,000.00
3/1/2022	12,938	$1.75	$22,641.50
8/1/2022	12,938	$1.80	$23,320.75
8/1/2023	12,938	$1.86	$24,020.37
8/1/2024	12,938	$1.91	$24,740.98
8/1/2025	12,938	$1.97	$25,483.21
8/1/2026	12,938	$2.03	$26,247.70
8/1/2027	12,938	$2.09	$27,035.14
8/1/2028	12,938	$2.15	$27,846.19
8/1/2029	12,938	$2.22	$28,681.57
8/1/2030	12,938	$2.28	$29,542.02
8/1/2031	12,938	$2.35	$30,428.28
8/1/2032	12,938	$2.42	$31,341.13
8/1/2033	12,938	$2.50	$32,281.37
8/1/2034	12,938	$2.57	$33,249.81

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AIRCRE

ADDENDUM TO LEASE

Date: April 1, 2021

By and Between

Lessor: Big Jung, Inc., a California Corporation

Lessee: Montvail, Inc., a California Corporation

Property Address: 1040 S. Vail Ave., Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 51-56

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

51). Option To Terminate: Lessee shall have one option to terminate the lease within the first six (6) months from lease commencement date. However, any rent paid prior to termination date shall not be refunded and all tenant improvement work in progress shall be restored to its original condition prior to termination date. Lessee shall notify Lessor by written notice no less than thirty (30) days prior to termination date to exercise its option to terminate.

52). Tenant Improvements:

A). Lessee, at Lessee's sole cost and expense, shall improve the premises into the condition in which it needs to operate its business, including, but not limited to the following:

1). Upgrade the existing power supply with Southern California Edison Company (SCE), install a new electrical panel and a new separate power meter that services the "premises" described under this lease, and rewire all existing electrical services serving the leased premises to the new panel.

2). Lessee shall install a wall in the corridor that leads to the restrooms to separate the premises from the rest of the building (see Exh. A) with a double sided locked door.

3). Convert the allocated women's restroom to a unisex/gender neutral restroom.

B). Lessee shall be responsible for the costs of all code updates required by municipal, county, state, or federal agencies triggered by Lessee's proposed work. Work must be performed by licensed contractors according to approved plans with Lessor included as "additional insured" party.

C). Prior to commencement, Lessee shall provide Lessor a detailed plan of the proposed improvements and receive Lessor's written consent to commence. A Notice of Non-responsibility shall also be properly posted and recorded prior to commencement of any work.

D). Prior to obtaining its CUP and ramping up the operations of cultivating and manufacturing on the premises, Lessee shall pay its reasonable share of non-separately metered utilities until the "tenant improvements" are completed.

53). Parking: If the number of unreserved parking set forth in par. 1.2(b) is not sufficient for Lessee to obtain a Conditional Use Permit (CUP) and a business license from the City of Montebello, Lessor shall allocate the minimum amount of additional parking required for Lessee to obtain a Conditional Use Permit (CUP) and its business license. Specific location of the allocated parking spaces shall be determined at Lessor's reasonable discretion upon issuance of the CUP.

54). Prohibited Use of Butane and Propane: Cannabis extraction by the use of "butane" or "propane" shall be strictly prohibited entirely during the term of the lease.

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55). Utilities and Operating Expenses: In addition to base rent, Lessee shall pay its fair share of usage of non-separately metered utilities. Lessor shall establish a base amount from its most current 12 month period of billings and pass through the increases above the base amount to Lessee. For water services serving the Fire Life and Safety (FLS), Lessee shall share 50% of the cost/bill. Lessee shall reimburse Lessor for utilities on a monthly basis.

Lessee shall remain responsible for its own trash services and telecommunication services.

56). Property Insurance (building): Subject to provisions Par. 8.1 and Par. 8.3 herein, Lessor and Lessee shall use its best efforts to obtain an insurance policy covering Lessee's use. Should Lessor and Lessee fail to secure a policy of coverage, Lessor shall have the option to terminate the lease effective immediately. Any rent paid prior to termination date shall not be refunded and all tenant improvement work in progress shall be restored to its original condition prior to termination date.

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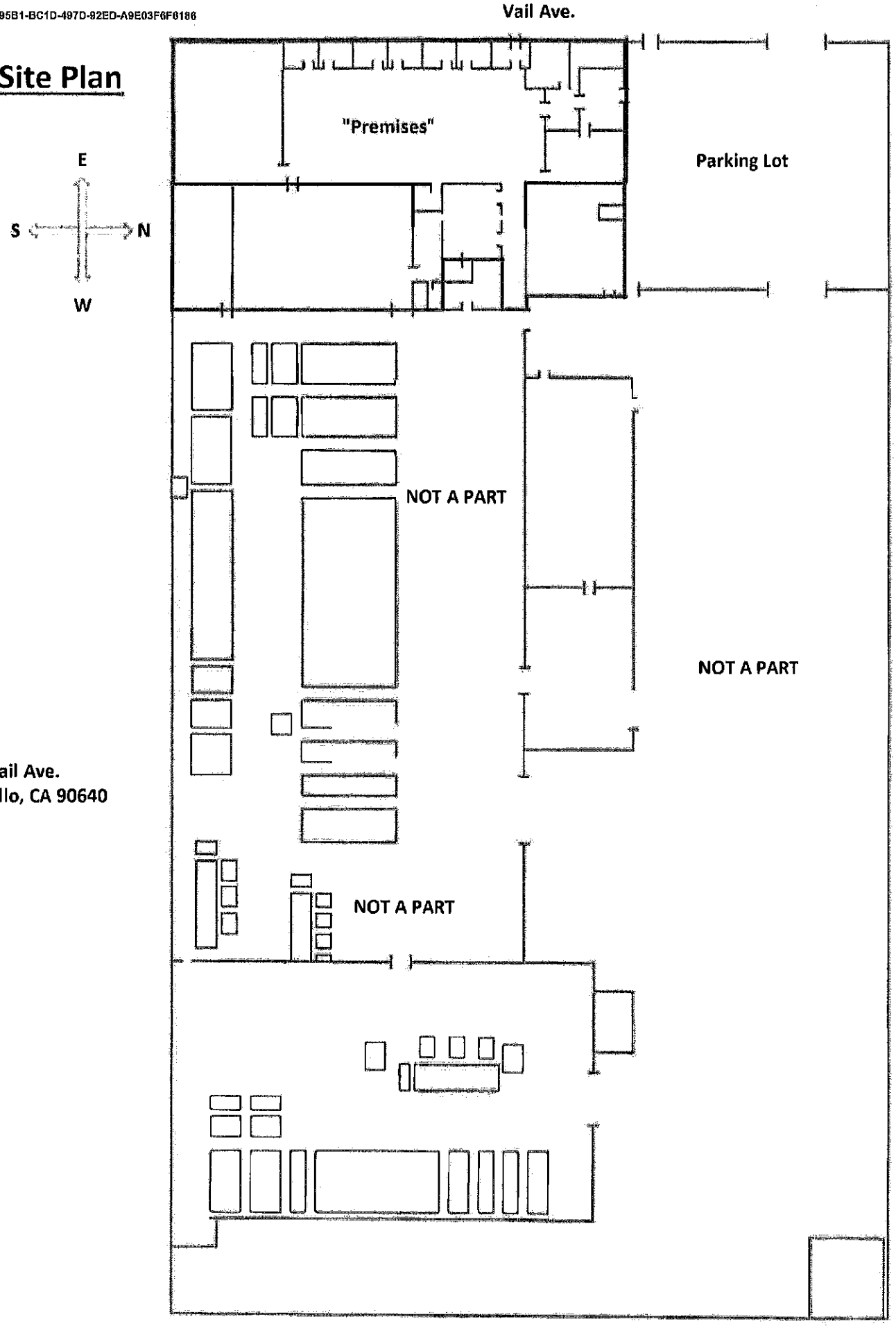
Exh. A - Site Plan



1040 S. Vail Ave.
Montebello, CA 90640

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 1040 S Vail Ave Montebello, CA 90640

APN(s): 6353-015-002

Legal Property Owner Name: BIG JUNG INC

I, JOHN CHANG, PRESIDENT,
Authorized Person First and Last Name — Title (owner, president, managing partner, managing member, trustee)

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

MONTVAIL, INC / NURITSA POGHOSYAN, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: _____ Date: 5/18/21

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Montvail, Inc. / Nuritsa Poghosyan
Phone Number: (818) 334-8888 Email: nickproperty7@gmail.com

Check all that apply:

☒ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

_____

_____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
On 05/18/2021 (*Date*) before me Xiaofei Wu (*Notary name*)
personally appeared John Chang (*Property Owner Name*), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (*Notary Public*)

(*Seal*)

XIAOFEI WU
Notary Public - California
Los Angeles County
Commission # 2333379
My Comm. Expires Sep 12, 2024

EXHIBIT “F”

CONDITIONS OF APPROVAL

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 42-19

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING CONDITIONAL USE PERMIT NO. CUP 27-19 TO ALLOW A CANNABIS CULTIVATION, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY LOCATED AT 1040 VAIL AVENUE (APN 6353-015-002)

WHEREAS, a Conditional Use Permit No. CUP 27-19 application was submitted by Chasom Brown and Andrew Angulo with Eppek, LLC and has been received and accepted;

WHEREAS, the Conditional Use Permit would allow a new cannabis Cultivation (7,091 sq. ft.), Distribution, and Non-Store Front Retail delivery located at 1040 Vail Avenue (APN 6353-015-002);

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

WHEREAS, the Conditional Use Permit No. CUP 27-19 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because;

1. The project consist of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.

2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello

General Plan Land Use Element, Goal 1, "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;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery is in compliance with the M-1 (Light Manufacturing) zone because:

    a. Per the Index of Primary Uses, Cannabis uses are conditionally permitted in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.

    b. Proposed meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.

3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.

4. Per MMC 17.71.010, the proposed use:

    a. Is consistent with the purposes and intent of Chapter 17.71 – Permitted Zones; Distance from sensitive uses – of the Montebello Municipal Code;

    b. Would not adversely affect the general welfare of the surrounding property owners;

    c. Would not result in an undesirable concentration of premises for the sale of cannabis as cannabis uses are inconspicuous with limited signage and limited and restricted visitors, in the area;

    d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to schools providing instruction in kindergarten of any grades 1 through 12, a day care center, or youth center, or a properties zoned residential;

    e. Would not aggravate existing problems created by the

transport of cannabis (e.g. littering, loitering, noise, calls for service, and sales to minors); and

f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption. 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.

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

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 27-19 to allow cannabis Cultivation, Distribution, and Non-Store-front delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

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 applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP

27-19) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17-32. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two years of the approval date of this project; by **November 5, 2021**. Otherwise if shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction under this approval. The applicant will incorporate all conditions of approval in all plans that will be submitted for building plan check.

4. Approval of CUP 27-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.

5. This approval under CUP 27-19 is for cannabis Cultivation (7,091 sq. ft.), Distribution, and Non-Store Front Retail delivery that will occupy an existing 12,224 square-foot space within an existing 60,710 square-foot building.

6. Eppek, LLC must be a registered business or entity with the Secretary of State of the State of California. If Eppek, LLC is not registered in the State of California, this application and approval is invalid.

7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

8. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.

9. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.

10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.

11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security

Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.

13. The applicant's business of cannabis Cultivation (7,091 sq. ft.), Distribution, and Non-Store Front Retail delivery will not have any members of the public visit the premises at 1040 Vail Avenue for acquisition or sale of any product.

14. The development and utilization of the subject site shall substantially conform to the plans submitted by Pickard Architects dated October 23, 2019, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.

15. Off-street parking. The project proposes to utilize 12,224 square feet of an existing 60,710 square–foot building. The total site is developed with 61 parking spaces. Cannabis uses require 1 parking space per 1,000 square feet requiring 13 parking spaces. The project under CUP 27-19 provides 22 parking spaces and will be required to provide 2 loading spaces.

16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP 27-19).

17. All storage shall be maintained indoors.

18. The Applicant shall submit three copies of construction level Landscape and Irrigation Plans to the Community Development Department. The plans must be prepared by a registered landscape architect and include the location, number, genus, species, and container size of plants. The cover page shall identify the total square footage to the landscape area and note how it is to be maintained. Use of water efficient fixtures and drought plants is encouraged.

19. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

20. The Director of Planning and Community Development, 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. The Planning Commission may revoke the Conditional Use Permit (CUP 27-19) if sufficient cause is given.

21. No transfer or Change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.

22. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

23. Applicant shall repair any and all damaged sidewalk along street frontage of property (Vail Avenue). A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.

24. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.

25. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.

26. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).

27. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

28. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

29. 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 of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

30. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.

31. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.

32. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.

33. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.

34. The Applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patronize and visit on the premises.

35. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

36. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.

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

38. The approval of this Conditional Use Permit (CUP 27-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.

39. The approval of this Conditional Use Permit (CUP 27-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

40. Within 30 days of the City 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 30 days shall constitute grounds for terminating the permit.

41. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

42. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.

43. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

44. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.

45. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and

Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

46. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

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

48. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

49. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

50. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit. Signage depicting any kind of cannabis items or paraphernalia shall be prohibited

51. All temporary signage is subject to the restrictions of the City's sign ordinance.

52. No coin operated games or video machines maintained upon the premises at any time.

53. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.

54. Compliance with the current edition of the California Fire Code.

55. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.

56. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.

57. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.

58. Compliance with all nationally recognized standards, laws, and ordinances.

i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must reflected in the submitted security plan.

v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.

vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.

vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

PASSED AND ADOPTED this 5th day of November, 2019 by the Planning Commission.

AYES: Chair Mooradian, Vice Chair Aliksanian, Commissioner Briseno, Commissioner Lomeli and Commissioner Ramirez
NOES:
ABSENT:
ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Manuel Mancha,
Director of Planning and Community Development

EXHIBIT “G”

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

Labor Peace Agreement Attestation

Montvail, Inc. attests that it will enter into and will abide by the terms of a labor peace agreement within 60 days of employing its twentieth (20th) employee.

SIGNATURE _____

Nuritsa Poghosyan

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On MAY 19, 2021, before me, SERGEY GOROKHOV, Notary Public,

personally appeared

NURITSA POGHOSYAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

SERGEY GOROKHOV
Notary Public - California
Los Angeles County
Commission # 2235687
My Comm. Expires Apr 21, 2022

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

CITY OF MONTEBELLO
AMENDMENT NO. 1 TO AGREEMENT NO. 3654

FIRST AMENDMENT TO COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 07-19

THIS FIRST AMENDMENT TO COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 07-19 ("the First Amendment") is entered into this ____th day of July, 2021, by and between the CITY OF MONTEBELLO ("City"), a California municipal corporation, and SAINT'S PLACE, LLC ("Owner"), a California limited liability company. City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party."

The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this First Amendment to Commercial Cannabis Development Agreement No. 07-19:

RECITALS

WHEREAS, on February 14, 2018, Ordinance No. 2399 and No. 2400 came into effect authorizing specified commercial cannabis activities within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, on June 13, 2018, Ordinance No. 2404 and No. 2405 came into effect amending specified commercial cannabis activities authorized by Ordinance No. 2399 and No. 2400 within the City of Montebello, in strict compliance with Applicable Cannabis Laws, under specified conditions and provisions; and

WHEREAS, no such commercial cannabis activities are allowed or authorized in the City without a Conditional Use Permit, a Development Agreement, and all requirements pursuant to Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, on June 18, 2019, Conditional Use Permit No. 07-19 *(hereinafter* "CUP") application was submitted by Jaime Alefosio with Saint's Place, LLC., and approved by the Planning Commission to conduct commercial cannabis activities; and

WHEREAS, on July 8, 2019, the City Council of the City of Montebello approved the execution of "COMMERCIAL CANNABIS BUSINESS DEVELOPMENT AGREEMENT NO. 07-19 BETWEEN THE CITY OF MONTEBELLO AND SAINT'S PLACE, LLC" (the "Development Agreement"); and

WHEREAS, a CUP No. 07-19-M1 application was submitted by Jaime Alefosio and Chris Sarkissian ("Owners") with Saint's Place, LLC, to amend CUP 07-19 to allow for indoor cannabis Cultivation (9,585 square feet) as a conditionally permitted use to go with previously approved cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery located at 728 Vail Avenue (APN 6353-002-005); and

WHEREAS, after conducting a duly noticed CUP hearing on October 6, 2020, in conjunction with the City's applicable ordinances and resolutions, the Planning Commission of the City reviewed, considered and approved environmental clearance and approved the execution of CUP No. 07-19-M1; and

WHEREAS, presently, Owners have a leasehold interest in a certain real property located at 728 Vail Avenue ("Site") for the purpose of conducting commercial cannabis related activities which shall include, but not be limited to, commercial cannabis manufacturing, deliver-only retail, distribution, and cultivation. Such commercial cannabis facilities shall operate in accordance with all applicable provisions of California Business and Professions Code, California Health and Safety Code, California Revenue and Taxation Code, California Vehicle Code, California Water Code, California Code of Regulations, and the City of Montebello Municipal Code as it applies to such facilities as such provisions may be amended from time to time (collectively the "Applicable Cannabis Laws"). Prior to operating a cannabis manufacture site, deliver-only site, distribution site, and cultivation site, as those terms are defined in the Montebello Municipal Code ("Manufacturing, Delivery-Only Retail, Distribution, and Cultivation Facility"), Owners shall be required to obtain a Conditional Use Permit from the City, and all related permits and licenses prior to the operation of same, pursuant to Montebello Municipal Code Chapter 5.90 and 17.71; and

WHEREAS, Owner intends on obtaining one or more additional permanent annual California State License(s), pursuant to Applicable Cannabis Laws, to operate a Cultivation Facility at the Site in addition to existing Manufacturing, Delivery-Only Retail, and Distribution Facility operations at the Site ("Project"). The definition of "Owner" hereunder shall mean and refer to the fee simple owner and/or any authorized tenant of the Site to the extent such party holds or is covered by a City Conditional Use Permit; and is not intended to necessarily be coextensive with the definition of that term as defined in California Business & Professions Code Section 26001(al); and

WHEREAS, the Project will consist of such final square footage to be consistent with Owners' final approved CUP, as may be amended pursuant to the CUP and/or this Agreement. The building will be divided into major spaces for cultivation, manufacturing, delivery and general business offices as follows:

Cultivation: The Project's cultivation area includes the following uses: flowering rooms, a drying and trimming room, a vegetation room and cloning room. Total area of these uses will be enumerated with an estimated square footage footprint within Owners' final approved CUP or building permits. Cultivation operations would occur 24-hours daily;

Manufacturing: The Project will include a manufacturing room that would be used initially for packaging products. Under the manufacturing license, the Owner will conduct additional manufacturing activities including, volatile extraction (Type 7 Manufacturing). The total area of these uses will be enumerated with an estimated square footage footprint within Owners' final approved CUP or building permits. Manufacturing operations would occur 24-hours daily;

Non-Storefront Retail Delivery: The retail delivery activities will occur within the delivery office located near the facility's main entry. The total area of this use will be enumerated with an estimated square footage footprint within Owners' final approved CUP or building permits. All delivery activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation;

Distribution: The distribution activities will occur within the distribution area. The total area of this use will be enumerated with an estimated square footage footprint within Owners' final approved CUP or building permits. All distribution activities will be conducted in accordance with Applicable Cannabis Laws, including, but not limited to specified hours of operation;

General Business Offices: The Project will be open from 8:00 a.m. to 7:00 p.m., Monday through Friday;

Parking/Loading/Access: The proposed Project provides parking spaces in accordance with the City-approved Site Plan;

Security: The Project will secure the facility against unauthorized entry by installing security lights on the exterior of the building to illuminate the side yards and parking area, installing commercial grade locks, installing an alarm and video surveillance system, establishing procedures for identifying unauthorized persons, establish inventory controls, and install a secure surveillance vault to maintain the integrity of records. In addition, the applicant will engage a licensed security company to provide an operational security plan in compliance with Montebello Municipal Code Chapters 5.90 and 17.71;

The proposed layout of the site is as shown in the attached Site and/or Floor Plans, in **Exhibit C**. The Project will consist of a vertically integrated commercial cannabis facility complaint with Applicable Cannabis Laws that will provide several levels of cannabis production, processing, and distribution.

This includes:

1) Cultivation and processing of young and mature cannabis plants.
2) Research and development of cannabis plants and strains.
3) Manufacturing of cannabis and its derivatives through volatile and non-volatile extraction.
4) Manufacturing of cannabis food products.
5) Packaging and storage of cannabis products.
6) Distribution of cannabis products.
7) Retail delivery of cannabis products.

Proposed Hours of Operation (subject to final approval pursuant to the CUP):
8:00AM to 7:00PM for general business hours, 24-hours for internal operations

Owner has applied for or will apply for the following State cannabis licenses:

1) Microbusiness for manufacturing, distribution, and delivery-only retail
2) Manufacturing
3) Cultivation

WHEREAS, Article 2 of the Development Agreement, "Permitted Uses," provides that an Owner may apply for an amendment to a Development Agreement and to the issued CUP so long as approval is received by the City's Planning Commission and City Council, as required, to amend the Permitted Uses at the Site; and

WHEREAS, Article 20 of the Development Agreement prohibits an Owner from operating a commercial cannabis facility authorized under the municipal code unless it is a holder of a valid CUP issued by the City in accordance with the procedures and requirements of Montebello Municipal Code Chapters 5.90 and 17.71; and

WHEREAS, it is the intention of SAINT'S PLACE, LLC to modify this Development Agreement to add commercial cannabis Cultivation to the Permitted Uses under the Agreement; and

WHEREAS, in accordance with the terms of the Development Agreement, Owners have provided to the City of Montebello a written application form to a modification to the Development Agreement and CUP for City's consent to add Cultivation as a permitted use. The City has received application for modification materials, information and requisite fees it deems sufficient, appropriate and complete for the purpose of determining that Owners are qualified for purposes of the foregoing terms of the Development Agreement and the CUP, including showing the requisite proof of an approved amended CUP allowing Cultivation as an additional cannabis activity at 728 Vail Avenue; and

WHEREAS, this First Amendment is intended to meet the requirements of Article 2 of the Development Agreement and applicable Montebello Municipal Code provisions regulating an amendment to add Cultivation as an additional commercial cannabis activity, and is executed with the consent of the City of Montebello as contemplated in the Development Agreement; and

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq., have been satisfied as the City previously found that the proposed project was Categorically Exempt from California Environmental Quality Act ("CEQA") requirements under provisions of CEQA Guidelines **Section 15301** – Existing Facilities as change of ownership does not have any further environmental impact from what was previously found by the City; and

WHEREAS, on July 28, 2021, the City Council of the City of Montebello reviewed, considered, and approved this FIRST AMENDMENT TO COMMERCIAL CANNABIS DEVELOPMENT AGREEMENT NO. 07-19, by and between the City of Montebello and Saint's Place, LLC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

Section 1: Recitals.

The Recitals are true and correct and are hereby incorporated into and made a part of this First Amendment. In the event of any inconsistency between the Recitals and the provisions of this First Amendment, herein below, said provisions of this First Amendment shall prevail.

Section 2: Authorizing Indoor Cannabis Cultivation to the Previously Approved Cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery Activities.

2.1. The First Amendment is to amend Development Agreement No. 07-19 to add the commercial cannabis activity of Cultivation (9,585 square feet) as approved under CUP 07-19-M1 to accompany previously approved cannabis Manufacturing, Distribution, and Non-Storefront Retail Delivery that will occupy an existing 15,408 square foot building.

2.2. The First Amendment shall take effect and be binding only upon the City of Montebello City Council's consent to and approval of the First Amendment, and as further outlined hereinbelow under Section 5.

2.3. Owners represent and warrant that it has reviewed and is familiar with the terms and conditions of the Development Agreement and the Conditional Use Permit.

2.4. All the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns.

2.5. Exhibits: Owners have caused the re-execution, re-incorporation, and/or submittal of the following Exhibits, which are deleted in their entirety from the Development Agreement and are incorporated herein by this reference and shall be inserted in lieu thereof.

2.5.a. Exhibit C: **Site and/or Floor Plans**
2.5.b. Exhibit D: **Recorded Grant Deed or Executed Lease Agreement**
2.5.c. Exhibit E: **Property Owner Signed and Notarized Consent Form**
2.5.d. Exhibit F: **Conditions of Approval**

Section 3: Amendments to Development Agreement. The following articles, sections, paragraphs or portions of the Development Agreement are hereby amended to read as follows:

3.1. ***Section 2.c. Government Code and Municipal Code Required Elements; Permitted Uses.***

The Site may be used for a Cultivation, Manufacturing, Delivery-Only Retail and Distribution Facility as presently authorized under Montebello Municipal Code Chapters 5.90 and 17.71 and for any other use if authorized under applicable provisions of the Montebello Municipal Code ("Permitted Uses"). In the event that the Montebello Municipal Code, California law, and/or Federal law is amended in the future to permit additional commercial cannabis uses, Owners may apply for an amendment to this Agreement and to the issued CUP, both of which must receive approval by the City's Planning Commission or City Council, a required, to amend the Permitted Uses at the Site.

3.2. ***Section 5.a. Facility Operations; Standard Operating Procedures.***

Owners are a lawful entity that will only sell to other legally permitted persons and entities under the Applicable Cannabis Laws, as may be amended from time to time and in accordance with Subsection 2(c) of this Agreement. Prior to operating a Cultivation, Manufacturing, Delivery-Only Retail and Distribution Facility, Owner shall be required to obtain a CUP, and all requirements pursuant to said permit, from the City pursuant to Montebello Municipal Code Chapters 5.90 and 17.71. Further, and notwithstanding anything to the contrary, Owners may operate such cannabis-related activities as permitted in accordance with Applicable Cannabis Laws, including without limitation, as long as such activity is not inconsistent with Montebello Municipal Code Chapters 5.90 and 17.71, this Development Agreement, the City-issued CUP, and the Montebello Municipal Code.

During the term of its CUP and the term of this Agreement, Owners shall operate in accordance with all Applicable Cannabis Laws. Owners shall employ industry standard operating procedures to comply with Applicable Cannabis Laws.

Owners' facility shall employ adequate safety and security measures for the safety and security of its employees, visitors, vendors, and neighboring communities and properties.

Owners shall fully comply with the minimum operating standards regulating the proposed commercial cannabis activity, including, but not limited to those, as set forth in Montebello Municipal Code Chapters 5.90 and 17.71, and such more specific operational requirements as applied by the CUP and this Agreement.

3.3. ***Section 5.e. Facility Operations; Identification Display.***

Each owner, manager, employee, and individual member engaged in the processing, manufacturing, distribution, cultivation, or transporting of cannabis shall at all time while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by Owners.

3.4. ***Section 5.f. Facility Operations; Employee Background Checks/Procedures for Inventory Control to Prevent Illegal Diversion of Cannabis.***

Only employees who receive clearance from the Montebello Police Department shall be permitted to enter Owners' facility. Each employee will have to meet a criminal background investigation, which at minimum shall include a LiveScan criminal history check conducted and provided by each employee. The City shall make a good faith effort to facilitate within a reasonable time following the issuance of a CUP to Owners. Employees shall not be disqualified for any conviction which would no longer be a felony under California law at the time of the LiveScan criminal history check.

Owners shall not permit and shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the manufacturing, cultivation, distribution, and delivery-only retail of cannabis discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and

discourage and educate against cannabis possession or use on federal property.

3.5. ***Section 5.k. Facility Operations; Processing, Handling, Storing, and Distribution of Commercial Cannabis and Related Products.***

Commercial cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Commercial cannabis cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Owners shall store its commercial cannabis and/or commercial cannabis products in a secured storage room with T-card identification access for management only. The storage room shall be constructed of fire-rated walls with an appropriate number of cameras installed to view all entries and exits from the storage room, as well as all other activities performed within Owners' facility. Owners will not conduct outdoor operations except as related to lawful delivery and transportation of commercial cannabis and infused products. Owner will not store commercial cannabis or related products in its delivery vehicle outside normal operating hours of the facility.

Commercial cannabis products shall be sold or distributed only to licensed facilities in California, in compliance with state and local law in accordance with Subsection 2(c) of this Agreement. Excess or contaminated product will be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

3.6. ***Section 5.l. Facility Operations; Odor Control.***

All structures shall have adequate ventilation and filtration systems installed that minimize and control commercial cannabis plant odors from exiting the interior of the structure. The ventilation and filtration system shall be approved by the City Building Official and installed prior to commencing cultivation or manufacturing within the allowable

structure. Facility air intake, exhaust, and recirculating system shall be of industrial grade. Activated charcoal, recirculating, and closed loop aeration systems will be utilized as necessary for effective odor control and management.

3.7. ***Section 7.b. Payment of City Fees; Cannabis Operation Fees.***

As used herein, "**Premises**" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the Owner where the commercial cannabis activities will be or are conducted.

As used herein, "**commercial cannabis activities**" means all permitted activities: e.g. cultivation, possession, manufacture, processing, storing, packaging, labeling, transportation, sale, delivery or distribution of cannabis and/or cannabis products.

As used herein, "**Gross receipts**" shall mean the total amount of receipts actually received or receivable in accordance with GAAP or other comprehensive version of accounting in the course of business in a calendar year or calendar month from sales or the performance of acts or services for which charge is made or credit allowed. "**Gross receipts**" include, without limitation, all receipts, cash, credit, property received in lieu of cash, and any other valuable consideration taken in exchange for goods, services or other valuable consideration.

As used herein, "**Production Space**" means the area on or within the **Premises** intended for **commercial cannabis activities** excluding non-operational common areas such as restrooms, cafeterias, break rooms, hallways, corridors, vestibules, parking structures or surface street lots. The parties stipulate and agree that the square footage for the Production Space shall be determined by the City Manager in his role and complete discretion as the Project is completed.

The City Manager is specifically authorized to increase the square footage for the Production Space up to an increase in size of ten percent (10%) administratively and to determine the corresponding operating fee as the Project is completed.

Owners agree to pay to City ninety (90) days after a Certificate of Occupancy is granted, in order to enable City to promote, protect, and enhance the health, safety, and welfare of the community and its residents and its quality of life.

Owner agrees to pay the following percentage of gross receipts and the following square footage for cannabis operations, as follows, paid on a quarterly basis to the City ("Cannabis Operation Fee"):

1. **Manufacturing**: 2% of gross receipts

2. **Distribution**: 2.5% of gross receipts, excluding distribution of products manufactured at the Site as well as distribution activities solely to licensed entities under common ownership or otherwise affiliated with Owner so long as distribution is not the only commercial activity conducted at the Site

3. **Delivery-Only Retail**: 2% of gross receipts

4. **Cultivation**: $10.00 per square foot of canopy space, as defined under the California Code of Regulations Cannabis Cultivation Program, as may be amended from time to time pursuant to the CUP and/or this Agreement

Any subsequent years of operation after the first ten (10) year term of this Agreement shall be negotiated in good faith by the parties.

A Site with multiple licenses must not commingle respective sales proceeds, and blend percentage rate of Gross Receipts.

The Cannabis Operation Fee shall begin to accrue **ninety (90) days** after a Certificate of Occupancy is granted. Owners shall make payments to the City on a quarterly basis, within ninety (90) calendar days after the last day of each quarter. The first quarter is defined as January 1 through March 21, the second quarter as April 1 through June 30, the third quarter as July 1 through September 30, and the fourth quarter as October 1 through December 31. First payment to the City may be prorated, if applicable, to adhere to the latter, uniform quarterly payment schedule.

Failure to pay the Cannabis Operation Fee within thirty (30) calendar days after the due date shall result in a penalty for nonpayment in a sum equal to 10% of the total amount due. Additional penalties will be assessed in the following manner: an additional 10% shall be added to the first day of each calendar month following the month of the imposition of the 10% penalty if these fees remain unpaid in whole or in part – up to a maximum of 100% of the total fee payable on the due date.

3.8. ***Section 7.c. Payment of City Fees.***

Owners understand and agree that the fees set forth above shall be paid in a manner and in accordance with a payment schedule set or modified by City. The cultivation, manufacturing, testing, distribution, and delivery space to which the Cannabis Operation Fee applies is as identified on the City-issued final approved floor plan.

3.9. ***Section 17. CUP Conditions of Approval*****.**

Restatement of Compliance with CUP Conditions of Approval. Owners shall comply with all conditions of approval of the City-issued CUP, as reflected and memorialized in Exhibit F, "Conditions of Approval," of the Development Agreement, and as also incorporated herein to this First Amendment, by this reference. If there is any conflict between a term of the Development Agreement, this First Amendment, and a condition of approval of the City-issued CUP, then the most restrictive shall apply.

Section 4: Effect of First Amendment and Continued Effectiveness of Development Agreement. Except as expressly modified herein, the Development Agreement shall remain in full force and effect, and all the terms and provisions of the Development Agreement are hereby reaffirmed. The provisions of this First Amendment are severable and separate, and should a legal challenge be brought challenging the First Amendment, including but not limited to, an action or proceeding – in equity or in law – such challenge shall in no way affect or impact the continued validity and existence of the Development Agreement.

Section 5: Effective Date. "First Amendment Effective Date" means the date on which all of the following are true: (i) this First Amendment has been signed by all Parties; (ii) the new applicant Owners have cleared all background check(s), and any related background verification(s), consistent with, and as required by, the City's laws and policies; (iii) all complete information and documentation supporting the application for this First Amendment have been submitted to the City; and (iv) Exhibits to this First Amendment are finalized, and same have been provided, however, that if these conditions have not been fully satisfied by the Owner and/or Assignee/New Owner, the Effective Date may not thereafter occur and this First Amendment may not thereafter become effective.

Section 6: Authority to Sign. Each Party or responsible officer or governing body therefore, has read this First Amendment and understands and knows the contents thereof, and represents and warrants that each of the officers, members, or agents executing this First Amendment on behalf of their respective corporations, partnerships, or other organizations is authorized and empowered to do so and hereby binds the respective corporation, partnership, or other organization.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment as of the dates herein below.

CITY OF MONTEBELLO

_____
Kimberly Cobos-Cawthorne
Mayor

Date:_____

SAINT'S PLACE, LLC

_____
Jaime Alefosio
Owner and Managing Member

Date:_____

SAINT'S PLACE, LLC

_____
Christopher Sarkissian
Owner and Managing Member

APPROVED AS TO FORM:

_____
City Attorney
City of Montebello

Date:_____

EXHIBIT “D”

RECORDED GRANT DEED OR EXECUTED LEASE AGREEMENT

Authentisign ID: CD6F95B1-BC1D-497D-92ED-A9E03F6F6186

AIRCRE

STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - GROSS

1. **Basic Provisions ("Basic Provisions").**

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only April 1st, 2021, is made by and between Big Jung, Inc., a California Corporation ("**Lessor**") and Montvail, Inc., a California Corporation ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2(a) **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, unit/suite, city, state, zip): 1040 S. Vail Ave., Montebello, CA 90640 ("**Premises**"). The Premises are located in the County of Los Angeles, and are generally described as (describe briefly the nature of the Premises and the "Project"): approximately 12,938 square feet of office space area as part of a larger freestanding industrial building with approximately 60,710 square feet. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("**Building**") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "**Project**." (See also Paragraph 2)

1.2(b) **Parking:** not to exceed twenty (20) unreserved vehicle parking spaces. (See also Paragraph 2.6 & 53)

1.3 **Term:** four (4) years and Four (4) month ("**Original Term**") commencing April 1, 2021 ("Commencement Date") and ending July 31, 2025 ("**Expiration Date**"). (See also Paragraph 3) Lessee shall have (2) 5 years options.

1.4. Rental Increases: 3% Annual Increases (See Paragraph 50)

1.5 **Base Rent:** $10,000.00 per month ("**Base Rent**"), payable on the 1st day of each month commencing April 1st, 2021 (See also Paragraph 4)

☑ If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50.

1.6 **Lessee's Share of Common Area Operating Expenses:** twenty two point five percent (22.5 %) ("**Lessee's Share**"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** $10,000.00 for the period of buildout up to 'Certificate Of Occupancy' (doors open) not to exceed Eleven (11) months. After COO Rent will correct to $22,641.50.

(b) **Common Area Operating Expenses:** TBD for the period April 1, 2021.

(c) **Security Deposit:** $45,000 PAID ("**Security Deposit**"). (See also Paragraph 5)

(d) **Other:** _____ for _____.

(e) **Total Due Upon Execution of this Lease:** $10,000.00

1.8 **Agreed Use:** General office, cultivation, and manufacturing of cannabis and related legal uses. Final approved use is contingent upon a conditional use permit (CUP) by the City of Montebello. Any retail or dispensary related businesses, activities, and/or transactions shall be strictly prohibited. (See also Paragraph 6 & 54)

1.9 **Insuring Party.** Lessor is the "**Insuring Party**". (See also Paragraph 8)

1.10 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation:** Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm _____ License No. _____ is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent _____ License No. _____ is (check one): ☐ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm _____ License No. _____ Is the broker of (check one): ☐ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent _____ License No. _____ is (check one): ☐ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement ~~(or if there is no such agreement, the sum of _____ or _____% of the total Base Rent)~~ for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("**Guarantor**"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

☑ an Addendum consisting of Paragraphs 48 & 50 through 56

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☑ a site plan depicting the Premises; Exh. A
☐ a site plan depicting the Project;
☐ a current set of the Rules and Regulations for the Project;
☐ a current set of the Rules and Regulations adopted by the owners' association;
☐ a Work Letter;
☐ other (specify): _____

2. Premises.

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("**Unit**") to Lessee ~~broom clean and free of debris~~ " As-Is Where-Is" on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the Improvements on the Premises and the Common Areas comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each Improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises; (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's

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intended use; (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises; (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor; (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roofs, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. Term.

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

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4. Rent.

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent (**"Rent"**).

4.2 **Commor Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Commor Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as **"Common Area Operating Expenses"**:

(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (e)), of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Commor Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 10).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Commor Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month. Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease tc be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease tc provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be roundec to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be proratec based upon the actual number of days of said month. Payment of Rent shall be made tc Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of $25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paic by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. Lessor shall upon written request provide Lessee with an accounting

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showing how that portion of the Security Deposit that was not returned was applied. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease. THE SECURITY DEPOSIT SHALL NOT BE USED BY LESSEE IN LIEU OF PAYMENT OF THE LAST MONTH'S RENT.

6. Use.

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises; (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank; (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and

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in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said Applicable Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "**Utility Installations**" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "**Trade Fixtures**" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "**Lessee Owned Alterations and/or Utility Installations**" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii)

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furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premium Increases.**

(a) As used herein, the term **"Insurance Cost Increase"** is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall also not, however, include any premium increases resulting from the nature of the occupancy of Lessee's use as described in paragraph 1.8 herein ~~any other tenant of the Building~~. The **"Base Premium"** shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of $2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 **Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 **Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage

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amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 **Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may increase his liability insurance coverage and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, a Breach of the Lease by Lessee and/or the use and/or occupancy of the Premises and/or Project by Lessee and/or by Lessee's employees, contractors or invitees. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places; (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project; or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 **Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the

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damage is Partial or Total.

(c) **"Insured Loss"** shall mean damage or destruction to Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the Improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is $10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the Improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 **Definitions.**

(a) **"Real Property Taxes."** As used herein, the term **"Real Property Taxes"** shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address. The term "Real Property Taxes" shall also include any tax, fee, levy,

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assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project; (ii) a change in the improvements thereon; and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) **"Base Real Property Taxes."** As used herein, the term **"Base Real Property Taxes"** shall be the amount of Real Property Taxes, which are assessed against the Project, during the entire calendar year in which the Lease is executed.

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, **"assign or assignment"**) or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. **"Net Worth of Lessee"** shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(d), or a non-curable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a non-curable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or pay phone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of $500 as consideration for Lessor considering and processing said request. Lessee agrees to provide Lessor

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with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 **Default; Breach.** A "**Default**" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "**Breach**" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee. In the event that Lessee commits waste, a nuisance or an illegal activity a second time then, the Lessor may elect to treat such conduct as a non-curable Breach rather than a Default.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "**debtor**" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

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(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, the cost of tenant improvements for Lessee paid for or performed by Lessor, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions,**" shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or $100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

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15. Brokerage Fees.

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker, agent or finder (other than the Brokers and Agents, if any) in connection with this Lease, and that no one other than said named Brokers and Agents is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published BY AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. Definition of Lessor. The term "**Lessor**" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Days. Unless otherwise specifically indicated to the contrary, the word "**days**" as used in this Lease shall mean and refer to calendar days.

20. Limitation on Liability. The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. No Prior or Other Agreements; Broker Disclaimer. This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. Notices.

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be

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deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices delivered by hand, or transmitted by facsimile transmission or by email shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

23.3 **Options.** Notwithstanding the foregoing, in order to exercise any Options (see paragraph 39), the Notice must be sent by Certified Mail (return receipt requested), Express Mail (signature required), courier (signature required) or some other methodology that provides a receipt establishing the date the notice was received by the Lessor.

24. Waivers.

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent*. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: *To the Lessor*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent*. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. *To the Lessee*: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. *To the Lessee and the Lessor*: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. Covenants and Conditions; Construction of Agreement. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located. Signatures to this Lease accomplished by means of electronic signature or similar technology shall be legal and binding.

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30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, **"Security Device"**), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as **"Lender"**) shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a **"Non-Disturbance Agreement"**) from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. Attorneys' Fees. If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, **"Prevailing Party"** shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach ($200 is a reasonable minimum per occurrence for such services and consultation).

32. Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. Auctions. Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. Termination; Merger. Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. Consents. All requests for consent shall be in writing. Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. Guarantor.

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published BY AIR CRE.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

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38. Quiet Possession. Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Options. If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. Reservations. Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. Performance Under Protest. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. Authority; Multiple Parties; Execution.

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. Conflict. Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. Offer. Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. Amendments. This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. Arbitration of Disputes. An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease ☐ is ☐ is not attached to this Lease.

49. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the

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arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

(b) Since compliance with the Americans with Disabilities Act (ADA) and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALLY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____
On: _____

By LESSOR:
Big Jung, Inc., a California Corporation
By: Authentisign John Chang 7/8/2021 9:19:40 PM GMT
Name Printed: John Chang
Title: CEO
Phone: _____
Fax: _____
Email: _____

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

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Executed at: _____
On: _____

By LESSEE:
Montvail, Inc, a California Corporation

By: Authentisign Suzana Ghukasyan 7/8/2021 6:37:03 PM GMT
Name Printed: Suzana Ghukasyan
Title: Managing Member
Phone: _____
Fax: _____
Email: nickproperty7@gmail.com

By: _____
Name Printed: _____
Title: _____
Phone: _____
Fax: _____
Email: _____

Address: _____
Federal ID No.: _____

BROKER

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Attn: _____
Title: _____

Address: _____

_____

Phone: _____
Fax: _____
Email: _____

Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

Attn: _____
Title: _____

Address: _____

_____

Phone: _____
Fax: _____
Email: _____

Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: _____

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AIRCRE

ARBITRATION AGREEMENT
STANDARD LEASE ADDENDUM

Dated: April 1, 2021

By and Between

Lessor: Big Jung, Inc., a California Corporation

Lessee: Montvail, Inc, a California Corporation

Property Address: 1040 S. Vail Ave., Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 48

A. **ARBITRATION OF DISPUTES:**

Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessor's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease under Paragraph 12 of this Lease, any other defaults by Lessor, or any defaults by Lessee by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to at all times conduct themselves in strict, full, complete and timely accordance with the terms hereof and that any attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

B. **DISPUTES EXCLUDED FROM ARBITRATION:**

The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1. Disputes for which a different resolution determination is specifically set forth in this Lease, 2. All claims by either party which (a) seek anything other than enforcement or determination of rights under this Lease, or (b) are primarily founded upon matters of fraud, willful misconduct, bad faith or any other allegations of tortious action, and seek the award of punitive or exemplary damages, 3. Claims relating to (a) Lessor's exercise of any unlawful detainer rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessee's right of possession to the Premises, all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction, the decision of which court shall be subject to appeal pursuant to applicable law 4. Any claim or dispute that is within the jurisdiction of the Small Claims Court and 5. All claims arising under Paragraph 39 of this Lease.

C. **APPOINTMENT OF AN ARBITRATOR:**

All disputes subject to this Arbitration Agreement, shall be determined by binding arbitration before: ☑ a retired judge of the applicable court of jurisdiction (e.g., the Superior Court of the State of California) affiliated with Judicial Arbitration & Mediation Services, Inc. ("JAMS"), or ☑ the American Arbitration Association ("AAA") under its commercial arbitration rules, ☐ _____, or as may be otherwise mutually agreed by Lessor and Lessee (the "Arbitrator"). In the event that the parties elect to use an arbitrator other than one affiliated with JAMS or AAA then such arbitrator shall be obligated to comply with the Code of Ethics for Arbitrators in Commercial Disputes (see: http://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_003867). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the "Arbitration Notice") of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. If the Parties have agreed to use JAMS they may agree on a retired judge from the JAMS panel. If they are unable to agree within ten days, JAMS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS) will serve as the Arbitrator. If the Parties have elected to utilize AAA or some other organization, the Arbitrator shall be selected in accordance with said organization's rules. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

D. **ARBITRATION PROCEDURE:**

1. **PRE-HEARING ACTIONS.** The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. **THE DECISION.** The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any Party may be represented by counsel or other authorized representative. In rendering a decision(s), the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Lease. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject

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only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determinec exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in his discretion.

Whenever a matter which has been submitted to arbitration involves a dispute as to whether or not a particular act or omission (other thar a failure to pay money) constitutes a Default, the time to commence or cease such action shall be tolled from the date that the Notice of Arbitration is served through and until the date the Arbitrator renders his or her decision. Provided, however, that this provision shall NOT apply in the event that the Arbitrator determines that the Arbitration Notice was prepared in bad faith.

Whenever a dispute arises between the Parties concerning whether or not the failure to make a payment of money constitutes a default, the service of an Arbitration Notice shall NOT toll the time perioc in which to pay the money. The Party allegedly obligated to pay the money may, however, elect to pay the money "under protest" by accompanying said payment with a written statement setting forth the reasons for such protest. If thereafter, the Arbitrator determines that the Party who received said money was not entitled to such payment, said money shall be promptly returned to the Party who paid such money under protest together with interest thereor as defined in Paragraph 13.5. If a Party makes a payment "under protest" but no Notice of Arbitration is filec within thirty days, ther such protest shall be deemed waived. (See also Paragraph 42 or 43)

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RENT ADJUSTMENT(S)
STANDARD LEASE ADDENDUM

Dated: April 1, 2021
By and Between
Lessor: Big Jung, Inc., a California Corporation
Lessee: Montvail, Inc., a California Corporation

Property Address: 1040 S. Vail Ave., Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 50

A. RENT ADJUSTMENTS:

The monthly rent for each month of the adjustment period(s) specified below shall be increased using the method(s) indicated below: (Check Method(s) to be Used and Fill in Appropriately)

☑ **III. Fixed Rental Adjustment(s) (FRA)**

The Base Rent shall be increased to the following amounts on the dates set forth below:

On (Fill in FRA Adjustment Date(s)):

Year	SF	Rate	Monthly Rent
Construction	12,938	$0.77	$10,000.00
3/1/2022	12,938	$1.75	$22,641.50
8/1/2022	12,938	$1.80	$23,320.75
8/1/2023	12,938	$1.86	$24,020.37
8/1/2024	12,938	$1.91	$24,740.98
8/1/2025	12,938	$1.97	$25,483.21
8/1/2026	12,938	$2.03	$26,247.70
8/1/2027	12,938	$2.09	$27,035.14
8/1/2028	12,938	$2.15	$27,846.19
8/1/2029	12,938	$2.22	$28,681.57
8/1/2030	12,938	$2.28	$29,542.02
8/1/2031	12,938	$2.35	$30,428.28
8/1/2032	12,938	$2.42	$31,341.13
8/1/2033	12,938	$2.50	$32,281.37
8/1/2034	12,938	$2.57	$33,249.81

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AIRCRE

ADDENDUM TO LEASE

Date: April 1, 2021

By and Between

Lessor: Big Jung, Inc., a California Corporation

Lessee: Montvail, Inc., a California Corporation

Property Address: 1040 S. Vail Ave., Montebello, CA 90640
(street address, city, state, zip)

Paragraph: 51-56

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

51). Option To Terminate: Lessee shall have one option to terminate the lease within the first six (6) months from lease commencement date. However, any rent paid prior to termination date shall not be refunded and all tenant improvement work in progress shall be restored to its original condition prior to termination date. Lessee shall notify Lessor by written notice no less than thirty (30) days prior to termination date to exercise its option to terminate.

52). Tenant Improvements:

A). Lessee, at Lessee's sole cost and expense, shall improve the premises into the condition in which it needs to operate its business, including, but not limited to the following:

1). Upgrade the existing power supply with Southern California Edison Company (SCE), install a new electrical panel and a new separate power meter that services the "premises" described under this lease, and rewire all existing electrical services serving the leased premises to the new panel.

2). Lessee shall install a wall in the corridor that leads to the restrooms to separate the premises from the rest of the building (see Exh. A) with a double sided locked door.

3). Convert the allocated women's restroom to a unisex/gender neutral restroom.

B). Lessee shall be responsible for the costs of all code updates required by municipal, county, state, or federal agencies triggered by Lessee's proposed work. Work must be performed by licensed contractors according to approved plans with Lessor included as "additional insured" party.

C). Prior to commencement, Lessee shall provide Lessor a detailed plan of the proposed improvements and receive Lessor's written consent to commence. A Notice of Non-responsibility shall also be properly posted and recorded prior to commencement of any work.

D). Prior to obtaining its CUP and ramping up the operations of cultivating and manufacturing on the premises, Lessee shall pay its reasonable share of non-separately metered utilities until the "tenant improvements" are completed.

53). Parking: If the number of unreserved parking set forth in par. 1.2(b) is not sufficient for Lessee to obtain a Conditional Use Permit (CUP) and a business license from the City of Montebello, Lessor shall allocate the minimum amount of additional parking required for Lessee to obtain a Conditional Use Permit (CUP) and its business license. Specific location of the allocated parking spaces shall be determined at Lessor's reasonable discretion upon issuance of the CUP.

54). Prohibited Use of Butane and Propane: Cannabis extraction by the use of "butane" or "propane" shall be strictly prohibited entirely during the term of the lease.

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55). Utilities and Operating Expenses: In addition to base rent, Lessee shall pay its fair share of usage of non-separately metered utilities. Lessor shall establish a base amount from its most current 12 month period of billings and pass through the increases above the base amount to Lessee. For water services serving the Fire Life and Safety (FLS), Lessee shall share 50% of the cost/bill. Lessee shall reimburse Lessor for utilities on a monthly basis.

Lessee shall remain responsible for its own trash services and telecommunication services.

56). Property Insurance (building): Subject to provisions Par. 8.1 and Par. 8.3 herein, Lessor and Lessee shall use its best efforts to obtain an insurance policy covering Lessee's use. Should Lessor and Lessee fail to secure a policy of coverage, Lessor shall have the option to terminate the lease effective immediately. Any rent paid prior to termination date shall not be refunded and all tenant improvement work in progress shall be restored to its original condition prior to termination date.

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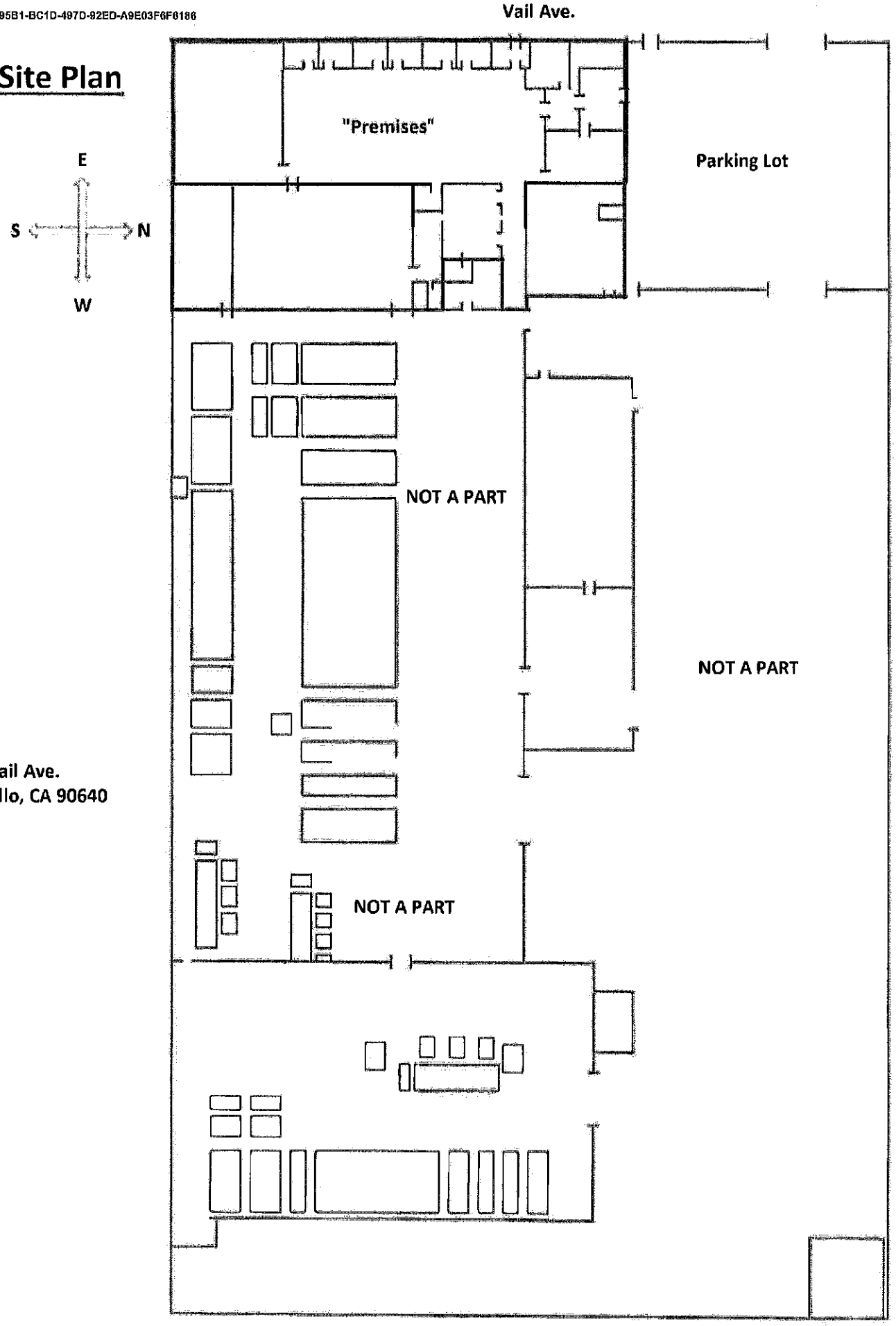
Exh. A - Site Plan



1040 S. Vail Ave.
Montebello, CA 90640

EXHIBIT “E”

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

PROPERTY OWNER SIGNED AND NOTARIZED CONSENT FORM

Property Address: 1040 S Vail Ave Montebello, CA 90640

APN(s): 6353-015-002

Legal Property Owner Name: BIG JUNG INC

I, JOHN CHANG, PRESIDENT,
Authorized Person First and Last Name — Title (owner, president, managing partner, managing member, trustee)

have read the City of Montebello Municipal Code and Zoning Code provisions regulating commercial cannabis operations and consent to the operation of

MONTVAIL, INC / NURITSA POGHOSYAN, a proposed commercial cannabis business, at the
Primary Owner / Applicant Business Name

real property identified hereinabove.

Authorized Signature: _____ Date: 5/18/21

Commercial Cannabis Permit Primary Owner / Applicant Information:

Primary Owner / Applicant First and Last Name: Montvail, Inc. / Nuritsa Poghosyan
Phone Number: (818) 334-8888 Email: nickproperty7@gmail.com

Check all that apply:

☒ Property is leased to the Primary Applicant. ☐ Property is optioned by the Primary Applicant.
☐ Property is optioned to more than one entity. (List others, below.) ☐ Other (explain below)

_____

_____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of Los Angeles
On 05/18/2021 (*Date*) before me Xiaofei Wu (*Notary name*)
personally appeared John Chang (*Property Owner Name*), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____ (*Notary Public*)

(*Seal*)

XIAOFEI WU
Notary Public - California
Los Angeles County
Commission # 2333379
My Comm. Expires Sep 12, 2024

EXHIBIT “F”

CONDITIONS OF APPROVAL

CITY OF MONTEBELLO
PLANNING COMMISSION

RESOLUTION NO. 42-19

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MONTEBELLO ADOPTING CEQA EXEMPTION AND APPROVING CONDITIONAL USE PERMIT NO. CUP 27-19 TO ALLOW A CANNABIS CULTIVATION, DISTRIBUTION, AND NON-STORE FRONT RETAIL DELIVERY LOCATED AT 1040 VAIL AVENUE (APN 6353-015-002)

WHEREAS, a Conditional Use Permit No. CUP 27-19 application was submitted by Chasom Brown and Andrew Angulo with Eppek, LLC and has been received and accepted;

WHEREAS, the Conditional Use Permit would allow a new cannabis Cultivation (7,091 sq. ft.), Distribution, and Non-Store Front Retail delivery located at 1040 Vail Avenue (APN 6353-015-002);

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

WHEREAS, the Conditional Use Permit No. CUP 27-19 is considered a "project", per the California Environmental Quality Act definition of a "project";

WHEREAS, the project is Categorically Exempt per CEQA Section §15301 Class 1 (Existing Facilities) because;

1. The project consist of the operation repair, maintenance, permitting, leasing, licensing, or minor alterations of existing private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing of former use.

2. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

3. Approval of the project would not result in any reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

WHEREAS, after conducting a duly noticed public hearing, and considering the evidence submitted by the applicant, public testimony, staff presentations, and such other matters properly presented during the hearing on this matter, the Planning Commission makes the following findings:

1. The proposed use would conform with the City of Montebello

General Plan Land Use Element, Goal 1, "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;" Objective 3, "cluster" type commercial development is preferential to proliferation of strip commercial," Policy Industrial 4, "The City's industrial area should be preserved and maintained"; because the proposed project will occupy an existing building and clean up a property that is not properly maintained and generate taxable revenue to the City.

2. The proposed cannabis Manufacturing, Distribution, and Non-Store Front Retail Delivery is in compliance with the M-1 (Light Manufacturing) zone because:

    a. Per the Index of Primary Uses, Cannabis uses are conditionally permitted in the M-1 and M-2 zones and the project site is not within six hundred feet of a R-zone.

    b. Proposed meets the development standards set forth in the Montebello Municipal Code Chapter 17.32.

3. The design of the building is compatible with the surrounding neighborhood because there is not a distinct Architectural style or design to the area. The cannabis uses being proposed are in an existing building and no changes are being made to the building exterior.

4. Per MMC 17.71.010, the proposed use:

    a. Is consistent with the purposes and intent of Chapter 17.71 – Permitted Zones; Distance from sensitive uses – of the Montebello Municipal Code;

    b. Would not adversely affect the general welfare of the surrounding property owners;

    c. Would not result in an undesirable concentration of premises for the sale of cannabis as cannabis uses are inconspicuous with limited signage and limited and restricted visitors, in the area;

    d. Would not detrimentally affect the nearby surrounding area after giving special consideration to the proximity and nature of the proposed use with respect to schools providing instruction in kindergarten of any grades 1 through 12, a day care center, or youth center, or a properties zoned residential;

    e. Would not aggravate existing problems created by the

transport of cannabis (e.g. littering, loitering, noise, calls for service, and sales to minors); and

f. Is in conformance with the goals, policies, and objectives of the general plan and the purpose and intent of this code and any applicable specific plan.

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

NOW, THEREFORE, the Planning Commission of the City of Montebello resolves that:

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

SECTION 2. The Planning Commission approves and adopts the CEQA Categorical Exemption §15301 (Existing Facilities) Class 1 exemption. 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.

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

SECTION 3. The Planning Commission hereby approves Conditional Use Permit No. CUP 27-19 to allow cannabis Cultivation, Distribution, and Non-Store-front delivery subject to the conditions of approval set forth in Section 4 of this Resolution.

SECTION 4. The Planning Commission finds that the foregoing conditions of approval are necessary and appropriate.

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 applicant shall sign, notarize, and return to the Planning Department an affidavit accepting all Conditions of Approval of Conditional Use Permit (CUP

27-19) within 30 days from the date of the approval in accordance with Montebello Municipal Code Sections 17.71.010 and 17-32. The applicant acknowledges and understands that all conditions set forth in this Resolution are conditions precedent to the grant of approval and failure to comply with any condition contained herein shall render this approval non-binding as against the city and shall confer applicant no legal rights under the law. The Applicant shall incorporate these conditions of approval in the project plans (constructions drawings) that are submitted for building plan check. Building Plans shall be reviewed and approved by the Planning Division for conformance to the Conditions of Approval and the approved Development Plan prior to the issuance of a building permit.

3. This approval shall be used within two years of the approval date of this project; by **November 5, 2021**. Otherwise if shall become null and void and of no effect whatsoever. Use means the beginning of substantial construction under this approval. The applicant will incorporate all conditions of approval in all plans that will be submitted for building plan check.

4. Approval of CUP 27-19 is subject to approval, adoption, and fully executed Development Agreement by and between the City and the Applicant.

5. This approval under CUP 27-19 is for cannabis Cultivation (7,091 sq. ft.), Distribution, and Non-Store Front Retail delivery that will occupy an existing 12,224 square-foot space within an existing 60,710 square-foot building.

6. Eppek, LLC must be a registered business or entity with the Secretary of State of the State of California. If Eppek, LLC is not registered in the State of California, this application and approval is invalid.

7. A Business License and a Certificate of Occupancy shall be applied for and approved by the Community Development Department Planning at this location prior to operations. If operations commence prior to approval of these applications, this approval will be invalid and will be subject to revocation and all activities will be considered illegal.

8. The Applicant and operation shall continually remain in compliance with all Montebello codes, Regulations, Ordinances and applicable State and Federal laws.

9. This approval is the result of review of your submitted application and plans. Further review may be required as the operations begins activity to inspect facilities and review Live Scan results of employees.

10. Within one year of approval, a review of the operation and facility will be performed to determine continued compliance with the most current Cannabis Ordinance. The approval shall remain valid indefinitely as long as the organization remains in good standing and complies with all requirements including any and all payments required under the requisite Development Agreement.

11. A Security Plan must be submitted by a certified, bonded, and licensed security company. The security plan will include but not be limited to security cameras on site, screened fencing, and a storage vault or safe. The security

Plan must be reviewed and approved by the Police Chief or his designee before a Certificate of Occupancy is issued.

12. Access to the security cameras must be granted upon request by the City representatives seeking access to the building.

13. The applicant's business of cannabis Cultivation (7,091 sq. ft.), Distribution, and Non-Store Front Retail delivery will not have any members of the public visit the premises at 1040 Vail Avenue for acquisition or sale of any product.

14. The development and utilization of the subject site shall substantially conform to the plans submitted by Pickard Architects dated October 23, 2019, for the use, except as provided for herein and by subsequent revisions found by the Director of Planning and Community Development to be in substantial compliance with these provisions.

15. Off-street parking. The project proposes to utilize 12,224 square feet of an existing 60,710 square–foot building. The total site is developed with 61 parking spaces. Cannabis uses require 1 parking space per 1,000 square feet requiring 13 parking spaces. The project under CUP 27-19 provides 22 parking spaces and will be required to provide 2 loading spaces.

16. The development of the subject site shall be consistent with all of the provisions of the Montebello Municipal Code (MMC) and Conditional Use Permit (CUP 27-19).

17. All storage shall be maintained indoors.

18. The Applicant shall submit three copies of construction level Landscape and Irrigation Plans to the Community Development Department. The plans must be prepared by a registered landscape architect and include the location, number, genus, species, and container size of plants. The cover page shall identify the total square footage to the landscape area and note how it is to be maintained. Use of water efficient fixtures and drought plants is encouraged.

19. Modification to Plans. Subsequent modification to this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the Community Development Director within a 25% deviation, unless the Director requires a Substantial Conformance or revised Permit application in accordance with the City Development Code.

20. The Director of Planning and Community Development, 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. The Planning Commission may revoke the Conditional Use Permit (CUP 27-19) if sufficient cause is given.

21. No transfer or Change in ownership or location. Applicant/owner may not transfer, sell, pledge, assign, grant an option, or other dispose of his or her ownership interest in the business or development agreement, without the advanced approval of the City Council.

22. The applicant or successor in interest shall meet the applicable Code requirements and all other City Departments regulations.

23. Applicant shall repair any and all damaged sidewalk along street frontage of property (Vail Avenue). A permit from the Montebello Public Works Department shall be secured before any work may commence within the public right away.

24. Any and all cannabis waste will and may not be discharged into public sewer. Provide a report that identifies waste materials that are going to be discharge into public sewer.

25. Provide report on how any toxic or hazardous waste materials or by products will disposed. Provide an ongoing program for monitoring the disposition of any identified hazardous or toxic materials.

26. Must obtain approval from LA County Sanitation District for any required Industrial Waste permit(s).

27. All applicable conditions of approval from previous entitlements on the property shall remain in full force and effect, unless otherwise specifically noted in this Resolution.

28. The Applicant will bear the full costs of all monitoring and inspection activities to be conducted by City staff, or its designated representative(s), as necessary to ensure compliance with the conditions of this Resolution.

29. 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 of Planning and Community Development who may take action or call for review by the Planning Commission at a noticed public hearing.

30. The Applicant shall have all graffiti on-site removed within 24 hours of its appearance.

31. The operation of the said use shall at all times be conducted in a manner not detrimental to surrounding properties or residents by reason of lights, noise, activities, parking or other actions. All activities must be conducted within the building.

32. All employees of the businesses on-site shall be out of the premises no later than one hour after closing. No "after hours" operations shall be permitted.

33. No loitering in the parking area and Applicant shall control all employees leaving the premises. Signs shall be posted notifying employees. The size, content, and location of the sign(s) are subject to the review and approval of the Director of Planning and Community Development prior to installation.

34. The Applicant and business operator shall take the necessary steps to assure the orderly conduct of employees. No members of the public are allowed to patronize and visit on the premises.

35. The parking area shall be sufficiently lit and secured to discourage loitering and/or late night activity.

36. All outdoor utilities, machinery, and equipment, including roof-mounted equipment, shall be completely screened from the public right-of-way, in a manner that is compatible with the structure. The method of screening shall be subject to the review and approval of the Director of Planning and Community Development and the Building Official prior to issuing building permits.

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

38. The approval of this Conditional Use Permit (CUP 27-19) shall expire if the rights granted are not exercised within two (2) years from the effective date of this Resolution. Exercise of rights shall mean the issuance of a Building permit.

39. The approval of this Conditional Use Permit (CUP 27-19) can be extended up to and not to exceed an additional two (2) years with a written request by the property owner stating the reason and need for an extension and upon review and approval by the Director of Planning and Community Development.

40. Within 30 days of the City 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 30 days shall constitute grounds for terminating the permit.

41. In the event of a violation of the conditions of approval, no further permits, licenses, approvals or certificates of occupancy shall be issued until such violation has been fully remedied.

42. Parking shall be provided in accordance with the regulations of Chapter 17.52 of the Montebello Municipal Zoning Code.

43. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

44. All screening must be reviewed and approved by the Planning Division prior to the issuance of any building permits to construct the screening.

45. If, at any time, a litter problem arises, the Director of Community Development may require a litter clean-up plan to be submitted and reviewed. The litter clean-up plan shall include a schedule of time and frequency of litter clean-up activities. Upon approval of the plan by the Director of Planning and

Community Development, the measures of the plan shall be implemented. This condition may require the operator of the use to post a bond to ensure litter compliance.

46. The premises shall be kept clean and the operator of the establishment shall insure that no trash or litter originating from the site is deposited onto neighboring properties or onto the public right-of-way.

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

48. The development and utilization of the site shall be subject to the review and approval of the Public Works Department. Additional Montebello Public Works Department requirements may be required prior to issuing building permits.

49. The development and utilization of the site shall comply with all the provisions of all of the California Fire Code, International Fire Code, and National Fire Protection Association standards as well as additional requirements from the Montebello Fire Department.

50. All signage is subject to final review and approval by the Planning Division and will be done under as separate permit. Signage depicting any kind of cannabis items or paraphernalia shall be prohibited

51. All temporary signage is subject to the restrictions of the City's sign ordinance.

52. No coin operated games or video machines maintained upon the premises at any time.

53. The Planning Commission, and the City Council on appeal, shall have the right to impose additional conditions for the protection of the public health, safety and welfare.

54. Compliance with the current edition of the California Fire Code.

55. Applicant shall adhere to all applicable codes, standards, and/or regulations. And shall meet any all conditions as may be required by South Coast Air Quality Management District, any and all water boards, Montebello Building Safety, Montebello Public Works, and Montebello Police and Fire.

56. Compliance with the current edition of the California Fire Code, Appendix B, titled "Fire-Flow Requirements for Buildings", as the standard for delivery of fire flow to the site.

57. Compliance with the Montebello Municipal Code, Chapter 15.32, titled "California Fire Code" adoptions.

58. Compliance with all nationally recognized standards, laws, and ordinances.

i. That a masonry wall of six feet in height shall be constructed around the parking area of such establishments when said area is adjacent to properties zones or used for residential purposes or any of the above referenced consideration points.

ii. That the noise levels generated by the operation of such establishment shall not exceed sixty-five dBA between the hours of seven a.m. to ten p.m., and not exceed sixty dBA between the hours of ten p.m. to seven a.m., so as to mitigate the impact on adjoining properties zoned or used for residential purposes. The measurement of noise levels shall be taken at the location of the shared property line.

iii. That exterior lighting of the parking area shall be kept at an intensity of between one- and two-foot candles, so as to provide adequate lighting for employees while not disturbing surrounding residential or commercial areas. Light sources shall be shielded from adjacent properties and from the sky.

iv. That special security measures such as security guards and burglar alarm systems as specified by the police department may be required, which must reflected in the submitted security plan.

v. Exterior storage of any kind shall be prohibited, except where allowed per the Montebello Municipal Code.

vi. That litter and trash receptacles shall be located at convenient locations inside and outside establishments, and operators of such establishments shall remove trash and debris on a daily basis.

vii. That no signs shall be installed on the site until a sign permit has been approved by the Planning Division and a building permit issued by the Building and Safety Division in conformance with the provisions set forth in Chapter 17.62 of the Montebello Municipal Code.

PASSED AND ADOPTED this 5th day of November, 2019 by the Planning Commission.

AYES: Chair Mooradian, Vice Chair Aliksanian, Commissioner Briseno, Commissioner Lomeli and Commissioner Ramirez
NOES:
ABSENT:
ABSTAIN:

Sona Mooradian, Chair

ATTEST:

Manuel Mancha,
Director of Planning and Community Development

EXHIBIT “G”

LABOR PEACE AGREEMENT OR NOTARIZED STATEMENT OF INTENT

Labor Peace Agreement Attestation

Montvail, Inc. attests that it will enter into and will abide by the terms of a labor peace agreement within 60 days of employing its twentieth (20th) employee.

SIGNATURE _____

Nuritsa Poghosyan

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On MAY 19, 2021, before me, SERGEY GOROKHOV, Notary Public,

personally appeared

NURITSA POGHOSYAN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

SERGEY GOROKHOV
Notary Public - California
Los Angeles County
Commission # 2235687
My Comm. Expires Apr 21, 2022

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

ITEM # 33

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, P.E., City Manager

BY: David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Adoption of Resolution No. 21-66 for Participation in the Institute for Local Government's Beacon Program**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-66 supporting the City of Montebello's participation in the Institute for Local Government's Beacon Program; and

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

FISCAL IMPACT

Participation in the Beacon Program is voluntary and there is no cost to the City. The Program is designed to complement existing City efforts to reduce greenhouse gas emissions, save energy, and adopt policies that promote sustainability.

BACKGROUND

The Beacon Program is an established program of the Institute for Local Government (ILG), the nonprofit training and education affiliate of the League of California Cities, the California State Association of Counties, and the California Special Districts Association. The Beacon Program provides a framework for local agencies to implement and share best practices that create more vibrant and resilient communities. The program honors voluntary efforts by local governments to save energy, reduce greenhouse gas emissions, and adopt policies and programs that promote sustainability.

Beacon Program participants receive valuable support and encouragement from ILG to understand and apply sustainability best practices and collect and organize data to advance participants' achievements within the Program's five areas of accomplishment.

Within each area, the participant can earn Beacon Spotlight Awards based on level of achievement.

In addition to award recognition, participants receive monthly communications about innovative practices and funding opportunities, access to peer-to-peer networking opportunities, and invitations to highlight sustainability leadership.

In order to participate in the Beacon Program, cities and counties must complete an application, adopt a Resolution by the governing body committing the agency to participate in the program, and designate a lead staff person as a point of contact.

ATTACHMENT

A. Attachment A – Resolution No. 21-66

ATTACHMENT A

RESOLUTION NO. 21-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING PARTICIPATION IN THE INSTITUTE FOR LOCAL GOVERNMENT'S BEACON PROGRAM

RECITALS

WHEREAS, the City of Montebello is undertaking policies, programs, and activities to reduce greenhouse gas emissions and save energy; and

WHEREAS, these policies, programs, and activities conserve natural resources, save energy and money, and promote sustainability and resilience; and

WHEREAS, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups, and others; and

WHEREAS, the City of Montebello wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Program is a voluntary program of the Institute for Local Government, the non-profit training and education affiliate of the California State Association of Counties, the League of California Cities, and the California Special Districts Association; and

WHEREAS, participating in the Beacon Program is an opportunity for the City of Montebello to be recognized for its efforts to promote sustainability and resiliency, reduce greenhouse gas emissions and save energy.

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

SECTION 1: That the City of Montebello agrees to participate in the Beacon Program.

SECTION 2: That the City of Montebello will work towards achieving Spotlight, Vanguard, and Leadership and Innovation awards.

SECTION 3: The City of Montebello's designated contact person for the Beacon Program will be…[INCLUDE THE DESIGNATION REQUIREMENT AS PER THE STAFF REPORT]

SECTION 4: 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 28th day of July 2021.

_____
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. 21-66 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 28th day of July 2021 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 # 34

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and Members of the City Council

FROM: René Bobadilla, P.E., City Manager

BY: Fernando Pelaez, Fire Chief
David Sosnowski, Director of Recreation and Community Services

SUBJECT: **Approval to Purchase Generator and Backup Battery System for Fire Department Communication Site**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Authorize the City Manager to approve the emergency purchase of a replacement backup generator for the City of Montebello Fire Department's Communication Site located at the Montebello Reservoir; and

2) Forego the formal bidding procedure per Montebello Municipal Code (MMC) 3.20.050, requiring a super-majority (four-fifths) approval by the City Council of this item; and

3) Amend the Fiscal Year 2021-22 budget by increasing appropriations by $128,480 in the General Fund, Account No. 100-85-880-6010.10 (Fire Department, Communications, Machinery and Equipment) and $47,520 in the Transit Fund, Account No. 600-90-900-6010.10 (Transit Administration, Machinery and Equipment); and,

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

FISCAL IMPACT

Staff is recommending the purchase and installation of a replacement backup generator and battery system for the Montebello Fire Department's Communication Site in the total amount of $153,664. This price includes professional installation of the system and all components referenced above. Staff is also recommending a fifteen percent (15%) allowable contingency for the project to address any unforeseen issues that may arise during the installation of the replacement generator. This brings the total purchase and installation cost to a not-to-exceed amount of $176,000**.** Given the fact that the

communication system is shared by Transit and non-Transit functions, the total cost will be shared by the Transit Enterprise Fund and the General Fund. City Council is also being asked to amend the Fiscal Year 2021-22 budget by increasing appropriations by $128,480 in the Fire Department's Communications Division Budget (Account No. 100-85-880-6010.10) and $47,520 in the Transit Department's Administration Budget (Account No. 600-90-900-6010.10), for a total increase of $176,000 in appropriations. The split of projected costs is based on the 2018 Cost Allocation Plan.

BACKGROUND

The City of Montebello's Emergency Communications systems are controlled by several communication sites throughout the City and surrounding communities. This network of communication sites includes seven (7) locations regionally. The most critical communication site is located at the Montebello Reservoir at 1343 North Montebello Boulevard. This location is also known as the "Prime Site". The Prime Site is the hub of the City's communications network. The Prime Site controls the simulcast, making this the only location that links and supports the entire communication radio network system.

In addition, the Montebello Fire Department is part of the Interagency Communications Interoperability (ICI) System that has created a system of radio towers and infrastructure allowing for the uninterrupted use of radios throughout the entire County of Los Angeles and beyond that will guarantee ability to quickly respond to emergencies. Currently, the Fire Department's radio infrastructure is providing a wider coverage, enhanced service and supports the maintenance to the radio system access and equipment. This system primarily supports police, firefighters, paramedics and other emergency responders of various agencies in Los Angeles County.

The communications system provides support to nine (9) cities, including seven (7) Radio Frequency Remote Sites, one (1) Prime Site, and two (2) Dispatch Sites, Police Department (6 Consoles) and Transit (2 Consoles). The communication radio systems supports over 1,500 radios that include the City's Police, Fire and Transit Department's. In addition the Prime Site supports the following six (6) "sub-sites" at Quiet Cannon, Starlight Reservoir, Fire Station 56, City of Vernon (Fire Station 78), Garvey Reservoir, and City of Santa Fe Springs.

ANALYSIS

The City of Montebello's Emergency Communications systems are controlled by several communication sites throughout the City and surrounding communities. This network of communication sites includes seven locations regionally. The most critical communication site is located at the Montebello Reservoir at 1343 North Montebello Blvd. This location is also known as the "Prime Site."

The Prime Site's emergency communications equipment is powered directly by grid power with a backup generator and battery system to ensure continuity of service during power outages or other unforeseen loss of power. The backup power also ensures that

the system's network monitoring capabilities remain functional and provide critical digital oversight to ensure radios remain operable and functional to meet the City's communication requirements while providing adequate warranty coverage for all Interoperable Radio System Subscribers.

The generator at the Prime Site is nearing the end of its useful life, and needs to be replaced as soon as possible. Loss of power represents a critical threat to essential services. Currently any loss of service at the Prime Site would result in a complete loss of the entire radio system.

The biggest danger to the City of Montebello's Emergency operations would be the microwave links to the Police and Bus Line dispatch centers. Each of these Centers have a single link to the rest of the system via the Prime Site. Loss of service at the Prime Site would result in Police and Bus consoles losing connectivity and personnel being required to operate on backup radios for an extended period of time.

Personnel from the Fire Department and Facility Maintenance Division solicited estimates from reputable vendors including Global Power Group, Inc. and Total Online Protection to replace the backup generator and battery at the Prime Site. The system components needed for replacement include a new Kohler propane-powered generator, transfer switch, power systems and all applicable electrical and communications components inside of a weatherproof, sound attenuated enclosure. The proposed components are designed to keep the system running for up to 24 hours without interruption to emergency communication services.

Staff is recommending a purchase from Global Power Group, Inc., Motorola Solutions and American Power Systems with installation completed by Wireless Infrastructure Services in the total amount of $153,664. This price includes professional installation of the system and all components referenced above. Global Power Group, Inc. will additionally be responsible for applying for all applicable Air Quality Management District (AQMD) permits for the generator. Staff is also recommending a fifteen percent (15%) allowable contingency for the project to address any unforeseen issues that may arise during the install of the replacement generator. This brings the total purchase and installation cost to a not-to-exceed amount of $176,000.

Due to the critical and emergency nature of the communication components and risk associated with loss of power and subsequent loss of communication at the Prime Site, staff is recommending that the City Council permit staff to forego formal bidding procedures as authorized in the Montebello Municipal Code section 3.20.050 (C) which states, "When the city council by a four-fifths vote determines to dispense with such bidding and other procedures required … upon a finding by the 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;"

SUMMARY

The City Council is being asked to consider authorizing the City Manager to approve the purchase of the replacement and installation of backup generator for the Fire Department's Prime Site's backup generator and battery system. The proposed purchase complies with the City's procurement policy allowing the City to secure goods and/or services without the formal bidding process when the City Council finds by a four-fifths vote that it would be impractical, useless, or uneconomical in such instance to follow the formal procurement procedures, and that the welfare of the public would be promoted by dispensing with the same. The City Council will also consider amending the adopted Fiscal Year 2021-22 budget by increasing appropriations by $176,000, split between the Transit Fund and General Fund (Account Nos. 100-85-880-6010.10 [$1128,480] and 600-90-900-6010.10 [$47,520]).

ATTACHMENT (S)

A. Attachment A – Estimate from Total Online Protection
B. Attachment B – Estimates from Global Power Group, Inc., Motorola Solutions, American Power Systems and Wireless Infrastructure Services

ATTACHMENT A

Total Online Protection
27475 Ynez Rd #370
Temecula, CA 92591 US
+1 8002658262
customer@top-pwr.com
www.totalonlineprotection.com

Quote

ADDRESS
City of Montebello

SHIP TO
1417 N. Montebello Blvd.
Montebello Ca. 90640

QUOTE # QN 2524
DATE 07/08/2021
EXPIRATION DATE 08/08/2021

SALES
jolivas@top-pwr.com

PRODUCT	ACTIVITY	QTY	RATE	AMOUNT
	Systems One (1) UL2200 Listed Kohler model KG150 LP powered generator set, rated for standby duty at 150 KW, 0.8 PF, 188 KVA, 120/208 volt, 3 phase, 4 wire, 60 hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure.	1	56,778.00	56,778.00T
	Systems One (1) Kohler Model KCS-ACVC-0400S Automatic Transfer Switch, rated at 400 Amps, 208 volt, 3 phase, 4 wire, 4 pole, switched neutral in Nema #R cabinet for outdoor mounting.	1	4,000.00	4,000.00T
	Install Removal and installation of new Generator and ATS.	1	18,197.00	18,197.00
	Services Kohler limited generator warranty effective from date of startup 2 year or 2000 hours.	1	0.00	0.00
	Services Kohler limited ATS warranty effective from date of startup 2 years.	1	0.00	0.00

We thank you for the opportunity to provide you with this quotation.
We look forward to doing business with your company.

SUBTOTAL	78,975.00
TAX	6,229.75
TOTAL	**$85,204.75**

Accepted By

Accepted Date

Total Online Protection
27475 Ynez Rd #370
Temecula, CA 92591 US
+1 8002658262
customer@top-pwr.com
www.totalonlineprotection.com

Quote

ADDRESS
City of Montebello

SHIP TO
1417 N. Montebello Blvd.
Montebello Ca. 90640

QUOTE # QN 2525
DATE 07/09/2021
EXPIRATION DATE 08/09/2021

SALES
jolivas@top-pwr.com

PRODUCT	ACTIVITY	QTY	RATE	AMOUNT
	Systems Unity Power System with flatpack2 -48DCV, 640 A power shelf with 12 rectifier positions supports both 2000W and 3000W rectifiers primary distribution 19" wide negative voltage output 21 circuit breaker positions. Bulk battery positions thru a shunt & LVBD, secondary distribution 19 circuit breaker positions.	1	36,176.25	36,176.25T
	Systems (8) Flatpack2HE Rectifier 3000W 48V, input 85-305 VAC fan cooled, output 3000W	1	0.00	0.00T
	Systems Blind panel FP2 HE Black G, Dual headed line cord with qty 2 amp mate and lock connectors at one end and unterminated at the other end, 10awg cable, 10' long	1	0.00	0.00T
	Systems (2) 100A breakers, (4) 50 amp breakers, (6) 20 amp breakers (9) breakers 1-100 amp	1	0.00	0.00T
	Systems (24) 95AVR-17 -48VDC 760Ah VRLA Unigy 11 Batteries	1	0.00	0.00T
	Install **Installation of the Unity Power System**	1	26,549.00	26,549.00

We thank you for the opportunity to provide you with this quotation.
We look forward to doing business with your company.

SUBTOTAL	62,725.25
TAX	3,708.07
TOTAL	**$66,433.32**

Global Power
GROUP, INC.

May 14, 2021

City Of Glendale
Montebello Radio Station
1343 N. Montebello
Gordon Arnold
818-482-7071
garnold@glendaleca.gov

RE: Generator Purchase E5409

Global Power Group INC, is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal is in accordance with your verbal. request. No written details, plans, or specifications were provided. The following clarifications, technical exceptions and/or exclusions are noted:

Major system components include:

- One (1) Kohler Model Automatic Transfer Switch, rated at 400 amps, 208 volt, 3 phase,4 wire, 4 pole, in Nema 3R cabinet for outdoor mounting.

Scope:

- Apply for AQMD Permits for the Generator.
- Remove existing generator and ATS.
- Reuse Existing Wire and Conduits.
- Install and mount new Generator and ATS.
- Install fuel for Generator
- Perform Start and Test.
- Instruct personnel on use and controls on how to operate.

Price is .....$33,501.17 (Tax Included, Permits and All Fees)

Terms and Conditions

Payment terms are net 30 Days, subject to all of the Credit Terms contained in our Credit Application and this document. (1½% per month will be charged on past due accounts). Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment. 50% due at time of order, 35% due Generator arrives at job site; balance due at time of start up.

Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by Global Power Group, you will be invoiced according to the dollar value of the shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed. All purchase orders must reference our quotation.

All purchase orders must be acknowledged in writing by Global Power Group to be deemed accepted. Purchase orders which are issued with a hold for release date are subject to re-evaluation at the time of release.

Unless mutually agreed upon in writing, Global Power Group Inc will not accept purchase orders which:

a) Specify delivery dates that are not subject to manufacturer's lead times
b) Contain penalty clauses or liquidated damage clauses.
c) Require Global Power Group to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless Global Power Group
d) Require Global Power Group to pay any and all legal expenses for the purchaser in the event of a dispute.
e) Require Global Power Group to be responsible for system design work and/or guarantee that a performance standard for a system will be met.
f) Require completion and acceptance of the project by the owner before payment.

I fully understand responsibilities contained within the above proposal and accept the terms, conditions and owner/operator's responsibilities of the above agreement.

By signing below the undersigned authorizes Global Power Group Inc. to make such inquiries as are necessary to obtain credit information and authorizes banks or suppliers to release information regarding their account

Accepted By:

Signature_____ Print Full Name _____

on this _____ day of _____ 20___ PO# _____

Validity of the Quote This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by Global Power Group at its sole discretion unless and until accepted on or before the quote date.

Note: The Terms and conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation.

Thank you for the opportunity to be of service. If you have any questions or comments please do not hesitate to let me know how I can help you.

Thank You,

Edward M. Skane
Director of Sales – Northern Territory
619-994-8581 Cell
eskane@gpgpower.com

Global Power
GROUP, INC.

May 14, 2021

City Of Glendale
Montebello Radio Station
1343 N. Montebello
Gordon Arnold
818-482-7071
garnold@glendaleca.gov

RE: Generator Purchase E5409

Global Power Group INC, is pleased to offer the following Kohler generator system for your use on the referenced project. This proposal is in accordance with your verbal. request. No written details, plans, or specifications were provided. The following clarifications, technical exceptions and/or exclusions are noted:

Major system components include:

- One (1) UL2200 Listed Kohler model 125REOZJG diesel powered generator set, rated for standby duty at 125 KW, 0.8 PF, 156 KVA, 120/208 volt, 3 phase, 4 wire,60 Hertz, 1800 RPM, outdoor in weatherproof sound attenuated enclosure, w 315 gallon state subbase diesel fuel tank rated for 24 hours at full load.

Price is .....$44,724.29 (Tax Included, Permits and All Fees)

Terms and Conditions

Payment terms are net 30 Days, subject to all of the Credit Terms contained in our Credit Application and this document. (1½% per month will be charged on past due accounts). Partial shipments will be invoiced proportional to total quoted price, payable 30 days after shipment. 50% due at time of order, 35% due Generator arrives at job site; balance due at time of start up.

Note: If your job conditions or schedule result in partial or incomplete shipment of products and equipment provided by Global Power Group, you will be invoiced according to the dollar value of the shipped items. These invoices then become due and payable 30 days after shipment and not when the job is completed. All purchase orders must reference our quotation.

All purchase orders must be acknowledged in writing by Global Power Group to be deemed accepted. Purchase orders which are issued with a hold for release date are subject to re-evaluation at the time of release.

Unless mutually agreed upon in writing, Global Power Group Inc will not accept purchase orders which:

a) Specify delivery dates that are not subject to manufacturer's lead times
b) Contain penalty clauses or liquidated damage clauses.
c) Require Global Power Group to indemnify and hold harmless the purchaser, unless the purchaser also agrees to indemnify and hold harmless Global Power Group
d) Require Global Power Group to pay any and all legal expenses for the purchaser in the event of a dispute.
e) Require Global Power Group to be responsible for system design work and/or guarantee that a performance standard for a system will be met.
f) Require completion and acceptance of the project by the owner before payment.

I fully understand responsibilities contained within the above proposal and accept the terms, conditions and owner/operator's responsibilities of the above agreement.

By signing below the undersigned authorizes Global Power Group Inc. to make such inquiries as are necessary to obtain credit information and authorizes banks or suppliers to release information regarding their account

Accepted By:

Signature_____ Print Full Name _____

on this _____ day of _____ 20___ PO# _____

Validity of the Quote This quote is valid for 30 days following the quote date. This quote may be modified and/or rescinded by Global Power Group at its sole discretion unless and until accepted on or before the quote date.

Note: The Terms and conditions of this quotation govern over any conflict between this quotation and customer's purchase order or other document, made either prior or subsequent to this quotation.

Thank you for the opportunity to be of service. If you have any questions or comments please do not hesitate to let me know how I can help you.

Thank You,

Edward M. Skane
Director of Sales – Northern Territory
619-994-8581 Cell
eskane@gpgpower.com

AMERICAN POWERSYSTEMS

Quote Number	33208
Quote Date	7/20/2021
Montebello Reservoir	

David Sosnowski
Director of Recreation & Community Services
City of Montebello
1600 W Beverly
Montebello, California 90640

Dear DAvid,

American Power Systems, LLC is pleased to provide you the following quotation:

Qty	Part Number	Description	Unit Price	Total Price	Lead Time
1	UNT21211.00007	UNITY POWER SYSTEM WITH FLATPACK2 - 48V, 640A POWER SHELF - RECTIFIER POSITIONS: QTY 12 (SUPPORTS BOTH 2000W and 3000W RECTIFIERS) - INPUT CONNECTIONS: REAR ACCESS TO TERMINAL BLOCK, ONE INPUT PER RECTIFIER, DUAL FEED JUMPERS INCLUDED PRIMARY DISTRIBUTION: 19" WIDE, NEGATIVE VOLTAGE OUTPUT QTY 21 CIRCUIT BREAKER POSITIONS (CBB STYLE) 1/4"-20 STUD 5/8" CENTER -QTY 21 LOAD BREAKER POSITIONS QTY 3 BULK LOAD POSITIONS -QTY 1: 3/8"-16 NUTS ON 1" CENTER -QTY 2: 1/4"-20 NUTS ON 5/8" CENTER BULK BATTERY POSITIONS THRU A SHUNT & LVBD -QTY 5: 3/8"-16 STUDS ON 1" CENTER OR QTY 5: 1/4"-20 NUTS ON 5/8" CENTER SECONDARY DISTRIBUTION: -QTY 19 CIRCUIT BREAKER POSITIONS (CBB STYLE) 1/4"-20 STUD 5/8" CENTERSMARTPACK S PANEL MOUNT CONTROLLER INCLUDED SPSP-UNT600-A01 UNT-F4812I-A14N-B04	$3,194.00	$3,194.00	6 Weeks
10	241115.105	FLATPACK2 HE RECTIFIER 2000W 48V,	$380.80	$3,808.00	8 Weeks
2	331E23640800	BLIND PANEL FP2 HE BLACK G1	$13.20	$26.40	8 Weeks
2	267786	250A 3P BREAKER KIT THREE POLE CIRCUIT BREAKER THAT TAKES UP THREE CIRCUIT BREAKER POSITIONS IN THE DISTRIBUTION. INCLUDES: BUS PAD KIT FOR 3P BREAKERS 3/8 HOLE ON 1" CENTERS	$160.00	$320.00	8 Weeks
6	083E50266600	BREAKER 100A 1P AUX 5/16 BULLET	$18.00	$108.00	8 Weeks
4	502660	BREAKER 50A 1P AUX 5/16 BULLET	$15.30	$61.20	8 Weeks
2	110.7051.06	FA NEBS4 RACK 48VDC, 5 TIER W? BREAKERS	$3,147.24	$6,294.48	8 Weeks

Confidential information in this quotation may not to be distributed without written consent of American Power Systems, LLC

Qty	Part Number	Description	Unit Price	Total Price	Lead Time
40	TEL12-180F	12VDC 180 Ah, Front Terminal	$400.39	$16,015.60	5 Weeks
5	DPP2U-A1-B1	Unipower 2 Load Distribution Panel	$974.41	$4,872.05	6 Weeks
6	300001779526	Alpha GMT Fuse Panel	$437.38	$2,624.28	2 Weeks
1	Estimated Shipping and Handling	Estimated Shipping and Handling	$2,515.00	$2,515.00	TBD
			Total	**$39,839.01**	

Freight: Prepay and Add

Term and conditions for this quote are available here.

Please reference quote number 33208 on your purchase order and you can email your purchase order to orders@ampowersys.com. Please make your purchase order out to American Power Systems, LLC with a bill to address of 1851 Central Place South Suite 206, Kent, Washington 98030.

Thank you for your time and consideration. If you need any additional information, please feel free to contact me.

Sincerely,
Sally Houston

sallyhouston@ampowersys.com
(714) 403-8477

Confidential information in this quotation may not to be distributed without written consent of American Power Systems, LLC

June 17, 2021

Gordon Arnold
City of Glendale
(818) 548-6444 Office
(818) 482-7071 Mobile
GArnold@GlendaleCA.GOV

WIRELESS INFRASTRUCTURE SERVICES

BROADCAST
MICROWAVE
PUBLIC SAFETY

Subject: City of Glendale – Montebello DC System Installation Proposal

Mr. Arnold,

Wireless Infrastructure Services is pleased to provide this proposal for your review.

Scope of work-

- Secure WIS provided materials
- Arrange and schedule access
- Install new Montebello supplied 48V system
  - Unity power system with Flatpack2
  - Flatpack rectifiers
  - Breakers
  - (2) battery racks
  - (40) TEL 12-180F batteries
  - Battery monitoring system
  - PDU's
  - Fuse panels
- Supply and install earthquake bracing on new racks
- Supply and install new 1/0 battery cabling
- Run power to (11) existing equipment racks & power up equipment
- Provide installation photos

TOTAL **$29,675.00**

Qualifications-

- This proposal is based on prevailing wage rates.
- This proposal excludes troubleshooting other issues, delays due to weather, access, or City of Glendale, additional scopes of work, and changes in scope

Wireless Infrastructure Services appreciates the opportunity to bid on this project and looks forward to working with you. Please contact me directly with any questions.

Best regards,

Brianna Vowles
Project Manager
Wireless Infrastructure Services
1931 Sampson Avenue
Corona, CA 92879
(951) 371-4900 office
(951) 848-9092 e-fax
(951) 852-4585 mobile
bvowles@jtd-wis.com

MOTOROLA SOLUTIONS

QUOTE-1492106
Montebello

Quote Date:06/17/2021
Expiration Date:09/15/2021
Quote Created By:
Andrew Gretencord
Andrew.Gretencord@
motorolasolutions.com

End Customer:
GLENDALE, CITY OF

Contract: 18105 - LA COUNTY , CA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	DKN6145A	ASSY,CABLE,DC,INPUT,PWR, GGM 8000	12	$60.78	$60.78	$729.36
2	TPN6211A	FRU: GGM 8000 DC MODULE	6	$886.88	$709.42	$4,256.52
3	30009459004	CABLE, DC, BLACK/BLUE, 2806-MM, PVC FREE	8	$146.69	$117.34	$938.72

Grand Total $5,924.60(USD)

Notes:

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

ITEM #35

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Young-Gi Harabedian, Director of Transportation

SUBJECT: **Approve establishing a Sole-Source Blanket Purchase Order with American Moving Parts, Napa Auto Parts, New Flyer Parts, and Wayne Electric Company to purchase maintenance-related bus parts and vehicle fleet parts**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve establishing a sole-source blanket purchase order with American Moving Parts, for the total not-to-exceed amount of $65,000, to purchase maintenance-related bus parts for Montebello Bus Lines (MBL) and vehicle fleet parts for the Montebello Fire Department (MFD) for Fiscal Year 2021-22; and

2) Approve establishing a sole-source blanket purchase order with Napa Auto Parts, for the total not-to-exceed amount of $85,000, to purchase maintenance-related bus parts for the Fiscal Year 2021-22; and

3) Approve establishing a sole-source blanket purchase order with New Flyer Parts, for the total not-to-exceed amount of $185,000, to purchase maintenance-related bus parts for Fiscal Year 2021-22; and

4) Approve establishing a sole-source blanket purchase order with Wayne Electric Company, for the total not-to-exceed amount of $75,000, to purchase maintenance-related bus parts for the Fiscal Year 2021-22; and

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

FISCAL IMPACT

Funds for the blanket purchase order (PO) with American Moving Parts (AMP) are approved in the City of Montebello's (City) FY 2021-22 operating budget: MFD's operating expense account–100-85-860-6080.30 (Vehicle Repair and Services) for the amount of $50,000 and MBL's Transit Corporate Shop operating expense account–600-90-915-6080.50 (Bus Parts) for the amount of $15,000.

Department	Expense Account	Proposed Amount
Fire Department	100-85-860-6080.30	$50,000
Transportation Department	600-90-915-6080.50	$15,000
	TOTAL	$65,000

Funds for the blanket PO with Napa Auto Parts are approved in the City's FY 2021-22 operating budget: MBL's Transit Corporate Shop operating expense account–600-90-915-6080.50 (Bus Parts) for the amount of $68,000; 600-90-915-6080.60 (Vehicle Parts) for the amount of $10,000; 600-90-915-6010.30 (Small Tools) for the amount of $4,000; 600-90-915-6000.20 (Non-Durable) for the amount of $3,000.

Department	Expense Account	Proposed Amount
Transportation Department	600-90-915-6080.50	$68,000
Transportation Department	600-90-915-6080.60	$10,000
Transportation Department	600-90-915-6010.30	$4,000
Transportation Department	600-90-915-6000.20	$3,000
	TOTAL	$85,000

Funds for the blanket PO with New Flyer Parts and Wayne Electric Company are approved in the City's FY 2021-22 operating budget: MBL's Transit Corporate Shop operating expense account–600-90-915-6080.50 (Bus Parts) for the amount of $185,000 (New Flyer Parts) and for the amount of $75,000 (Wayne Electric Company).

Department	Vendor	Expense Account	Proposed Amount
Transportation Department	New Flyer Parts	600-90-915-6080.50	$185,000
		TOTAL	$185,000

Department	Vendor	Expense Account	Proposed Amount
Transportation Department	Wayne Electric Company	600-90-915-6080.50	$75,000
		TOTAL	$75,000

BACKGROUND

The City operates MBL with a fleet of sixty-six (66) 35ft-45ft buses (three electric, thirty-six hybrid, and twenty-seven Compress Natural Gas (CNG) buses), and one 25ft cutaway shuttle bus that requires regular maintenance to ensure superior transportation service is provided to the City and surrounding communities. The most efficient and cost-effective approach to purchasing replacement bus parts is to establish a blanket PO with the primary companies that supply the maintenance and replacement bus parts.

Items may include but are not limited to the following:

- American Moving Parts: Brakes, cables, filters, and sensor replacements.
- Napa Auto Parts: Pressure valves, pressure sensor, brake meter, and thermostat.
- New Flyer Parts: Headlights, fan control modules, clamps, windshield wipers, coolants, airbags, and thrust washers.
- Wayne Electric Company: EMP alternators, air conditioning compressors, and toggle switches.

The MFD operates through the use of engines that are manufactured by the following three companies: Cummins, Detroit Diesel Corporation, and Kovatch Mobile Equipment Corporation (KME). To properly maintain MFD's vehicle fleet, the parts replacements must come from the original manufacturer due to proprietary rights. AMP is a major asset to the MFD since AMP holds the right to purchase parts from the manufacturers described above. Sole-sourcing maintenance and repair parts from AMP results in a 15-20% savings in contrast to contracting with each individual manufacturer, which assists with the overall cost and work efficiency of the MFD.

The total amount required for each blanket PO for FY 2020-21 to purchase maintenance-related bus parts for MBL and vehicle fleet parts for MFD is as follows:

Vendor	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22 *(Anticipated Total Expenditures)*
American Moving Parts	$1,283.48	$19,905.43	$40,634.80	$65,000
Napa Auto Parts	$0	$23,565.23	$83,448.33	$85,000
New Flyer Parts	$151,002.90	$123,690.09	$302,139.48	$185,000
Wayne Electric Company	$82,384.33	$68,653.13	$74,993.25	$75,000
Total	**$234,670.71**	**$235,813.88**	**$501,215.86**	**$410,000.00**

SUMMARY

Staff is recommending that the City Council approve establishing a blanket purchase order with American Moving Parts for the total not-to-exceed amount of $65,000; with Napa Auto Parts for the total not-to-exceed amount of $85,000; with New Flyer Parts for the total not-to-exceed amount of $185,000; with Wayne Electric Company for the total not-to-exceed amount of $75,000, for maintenance-related bus parts and vehicle fleet parts; and direct staff to take such additional related, action that may be desirable.

ITEM # 36

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adopt Resolution No. 21-59 authorizing the use of transit funding from the American Rescue Plan Act to support the Fareless System Initiative Project**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-59 authorizing Montebello Bus Lines (MBL) to participate in the Fareless System Initiative Project (FSI); and

2) Authorize the submission of a grant application to the Federal Transit Administration (FTA) to use funding from the American Rescue Plan Act of 2021 (ARPA) to support the FSI; and

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

FISCAL IMPACT

The Los Angeles Metropolitan Transportation Authority (Metro) is requesting municipal operators to use funds provided by the transportation allotment of ARPA to fund Phase 1 of the FSI, from August 2021 to June 2023. The FSI will impact Southern California public transportation agencies that choose to not participate in the FSI. For example, as progressive transit agencies move to a fareless system that promotes the use of free public transportation, agencies that continue to charge a fare will risk losing ridership to FSI agencies. The FTA Region 9 and Metro both support the FSI concept and the use of transportation specific ARPA funding to pay for the project (i.e. backfill lost revenue from not charging fares).

Phase 1 of the FSI will offer free transportation to K-12 and community college students from August 2021 to June 2023. In January 2022, Metro intends to expand the project to include low-income riders who meet Metro's existing low-income qualifications through the Rider Relief Transportation Program (RRTP), also known as the LIFE program. The RRTP provides fare subsidy coupons or tokens for individuals who meet the requirements of the program. MBL is currently a member of RRTP. Individuals within MBL's transportation system who meet the RRTP criteria will be eligible to participate in the FSI. At this time, Metro has not identified a definite funding source to offset fare loss due to the FSI. Based on preliminary estimates using Metro's 70% ridership participation rate, MBL is forecasting a need for approximately $600,000 to offset revenue not collected from waiving fares in the K-12 and community college bracket for Fiscal Year (FY) 2021-22 and 2022-23 as exhibited below:

Student Fare Category	FY 2021-22 Projected Fare Revenue	FY 2022-23 Projected Fare Revenue
K-12 Student Fare Revenue	$50,644	$261,377
Community College Fare Revenue	$63,363	$207,567
Estimated Total	**$114,007**	**$468,944**

Note: The values listed above are derived by using the 2019 ridership data and Metro's estimate of a 70% participation rate for the program.

MBL will seek participation in the FSI to provide a comprehensive interagency fare. Universities participating in a subsidized fare subsidy program have historically used the U-Pass. K-12 students may have used a child pass or EZ pass offered by Metro. The FSI will support local schools by making fares more accessible. Transportation specific ARPA funding will be utilized to backfill the revenue lost from participation in the FSI.

BACKGROUND

On March 11, 2021, Congress passed the $1.9 trillion ARPA to provide relief funding for a host of needs related to the negative impacts of the Coronavirus (COVID-19) pandemic. As discussed throughout the FY 2021-22 budget process, part of this funding is direct aid to cities – the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF). The City of Montebello (City) will receive $16.59 million between May 2021 and May 2022 in appropriations from the CSLFRF program.

In addition to CSLFRF aid to states and cities, ARPA included specific appropriations to support public transportation systems as they continue to respond to the COVID-19 pandemic. The FTA allocated a total amount of $1.464 billion to Los Angeles County public transit agencies in accordance with the FTA Section 5307 Urbanized Area Formula

Grants Program. This transportation specific funding is above and beyond the $16.59 million the City will receive from the CSLFRF program.

MBL is one of eighteen municipal operators under Metro that receive funding through a formula allocation procedure that considers the revenues and vehicle service miles generated through a fixed route service. Currently, it has been determined that MBL will receive the same percentage share of transportation specific ARPA funds that was applied to the Coronavirus Aid, Relief, and Economic Security (CARES) Act (May, 2020). The CARES Act allocated $10,175,268 in funding to MBL of the $1.068 billion allocated to the Los Angeles County Area. MBL expects an amount greater than this value as the Los Angeles County allotment of ARPA funds is $1.46 billion, which is pending a split letter from the Southern California Association of Governments (SCAG) and the Metro Board of Directors approval. The transportation specific ARPA funds must be obligated by September 30, 2024 and disbursed by September 30, 2029.

ANALYSIS

The City provides a fixed route service through MBL to the City and surrounding communities. A need exists to maintain revenues to continue to operate the fixed route service. The use of ARPA funds to supplement the FSI will enable MBL to offset the fare loss and maintain its operations. To promote the use of public transportation and offer passengers ease of ridership, MBL recommends implementing Phase 1 of the FSI.

Implementing the FSI will provide more residents and the community with public transportation options. MBL would like to participate in this initiative to increase K-12 and community college student participation and to promote interagency collaboration. Upon approval of the FSI by the City Council, MBL will complete an implementation plan.

SUMMARY

Staff recommends that the City Council approve a Resolution authorizing Montebello Bus Lines to participate in the Fareless System Initiative Project and the submission of a grant application to the Federal Transit Administration to use transportation specific American Rescue Plan Act of 2021 funds to support Phase 1 of the Fareless System Initiative Project and any expansion of the program through June 2023.

ATTACHMENT:

A. Attachment A – Resolution No. 21-59 authorizing the Submission of a Grant Utilizing American Rescue Plan Act Transit Funding to Support Fareless System Initiative Project

ATTACHMENT A

RESOLUTION NO. 21-59

RESOLUTION OF THE CITY OF MONTEBELLO AUTHORIZING THE APPLICATION OF A GRANT UTILIZING AMERICAN RESCUE PLAN ACT FUNDS TO SUPPORT THE FARELESS SYSTEM INITIATIVE PROJECT

RECITALS

WHEREAS, on March 11, 2021, Congress approved and signed into law the American Rescue Plan Act (ARPA) in response to the financial shortfalls in nearly every sector of the American economy as a result of the continued COVID-19 pandemic; and

WHEREAS, ARPA provides $1.464 billion dollars in grant aid to transit agencies to help prevent, prepare for and respond to the COVID-19 pandemic (the "Grant"); and

WHEREAS, the Los Angeles Metropolitan Transportation Authority has been delegated the authority to administer and award financial assistance to owners of transit fleets under the Grant; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through the Montebello Bus Lines (the "Transportation Department") is an eligible recipient of the Grant; and

WHEREAS, receipt of Grant funds would assist the Transportation Department in implementing the Fareless System Initiative Pilot Program; and

WHEREAS, as a qualified applicant, the City is willing and able to carry out all activities described in the Grant guidelines.

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

APPROVES THE AUTHORIZATION OF APPLICATION OF A GRANT UTILIZING THE AMERICAN RESCUE PLAN ACT FUNDS TO SUPPORT THE FARELESS SYSTEM INITIATIVE PROJECT; AND

SECTION 1: Approvals and Certifications.

1. Certifies that the City Manager and appointed Designee be authorized to execute all required documents of the application and any Amendments thereto with the Federal Transit Administration; and
2. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines for all FTA funded transit projects; and

SECTION 2: 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 28th day of July 2021.

_____
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. 21-59 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 28th day of July 2021 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 # 37

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Young-Gi Harabedian, Director of Transportation

SUBJECT: **Approve a Sole Source Purchase with Enterprise Integration Partners, LLC to Renew and Purchase International Business Machines Corporation Annual Software Subscription and Support Licenses**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve a sole source purchase with Enterprise Integration Partners, LLC, (EIP) for the total not-to-exceed amount of $118,757, to renew fifteen (15) and purchase thirty (30) new International Business Machines Corporation (IBM) annual software subscription and support licenses; and

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

FISCAL IMPACT

Funds for the sole source purchase with EIP are included in the City of Montebello's (City) Fiscal Year 2021-22 operating budget (Account No. 600-90-900-6010.40, Transit Fund, Transit Administration, Computer Software).

BACKGROUND

In 2016, MBL implemented IBM Maximo, an Enterprise Asset Management (EAM) solution. IBM Maximo is a software that includes a full suite of tools, including inventory and asset management, predictive and preventive maintenance, analytic reporting, and a work order management feature.

In 2019, the City Council awarded a contract to Raintek Enterprises, Inc. (Agreement No. 3724), in response to the City issued Request for Proposal (RFP No. 19-21) for the Maximo Configuration and Customization Project to assist with the implementation and configuration of additional system modules to solve encountered software issues.

As an IBM Maximo licensee, the City must acquire the correct number of licenses from an authorized IBM Business Partner to properly maintain compliance with the complex IBM Maximo licensing terms and restrictions. EIP is a sub-consultant for the City's Maximo Configuration and Customization Project and possesses the intricate knowledge of MBL's license ratios (i.e. Authorized to Limited to Express) to ensure reporting accuracy. Furthermore, EIP is an authorized IBM Business Partner with authority to provide the forty-five (45) IBM licenses required to maintain compliance. The total amount required for this sole source purchase is $118,757; $17,777 to renew fifteen (15) existing IBM licenses and $100,980 to purchase thirty (30) new IBM licenses (see Attachment "A").

The proposed sole source purchase with EIP complies with the City's procurement policy allowing the City to secure goods and/or services without the formal bidding process when such goods/services are only available from a single or "sole" source.

SUMMARY

Staff recommends that the City Council approve a sole source purchase with Enterprise Integration Partners, LLC for the total not-to-exceed amount of $118,757, to purchase and renew International Business Machines Corporation annual software subscription and support licenses; and direct staff to take such additional related, action that may be desirable.

ATTACHMENT (S)

A. Attachment A – EIP-City of Montebello-IBM Maximo Licensing Quote

Attachment "A"

North America
Enterprise Computing Solutions

RESELLER:	ENTERPRISE INTEGRATION PARTNERS LLC	**QUOTE NUMBER/VERSION:**	SW335813-v2
END CUSTOMER:	CITY OF MONTEBELLO	**QUOTE DATE:**	11-May-21
END CUSTOMER ADDRESS:	400 S. TAYLOR AVE	**QUOTE EXPIRATION:**	30-Jul-21
END CUSTOMER ADDRESS:	MONTEBELLO CA 90640-5057		
ARROW CONTACT:	Todd Cunningham		
ARROW PHONE (direct):	Ext.		
ARROW PHONE (toll free):	800-539-5465		
ARROW EMAIL:	todd.cunningham@arrow.com		

US

PASSPORT ADVANTAGE #:	217429-3678546
LEVEL:	GV
ANNIVERSARY:	Aug
ELA (Yes/No):	No
REFERENCE IBM QUOTE #:	18996383
IBM DESIGNATION:	CO-LED
SPECIAL BID #:	
SPECIAL BID EXPIRATION:	
VAP ID:	

NOTES: **BP1-CSFMGIL - Sales Incentive and Focus Offering Incentive applied.**

BASE PRICE	PRODUCT	PART NUMBER	START DATE	END DATE	# OF MONTH	SVP PRODUCT GROUP	POINTS	QTY	EXT POINTS	ENTITLED PRICE	EXT ENTITLED	CVR On-Time APPLIED	CVR Renew APPLIED	CVR SALES	CVR SOLUTION
$248.00	IBM Maximo Asset Management Express Use Authorized User Annual SW Subscription & Support Renewal	E0ED7LL	8/1/2021	7/31/2022	12	Internet of Things	1.10	2	2.20	$210.80	$421.60			BP1-CSFMGIL	
$1,570.00	IBM Maximo for Transportation Authorized User Annual SW Subscription & Support Renewal	E0AVDLL	8/1/2021	7/31/2022	12	Internet of Things	6.98	13	90.74	$1,335.00	$17,355.00				
$3,960.00	IBM Maximo for Transportation Limited Use Authorized User Licence + SW Subscription & Support 12 Months	D0S95LL	5/11/2021	5/31/2022	13	Internet of Things	17.60	30	528.00	$3,366.00	$100,980.00			BP1-CSFMGIL	
TOTAL									620.94		$118,756.60				

Pricing on this quote only valid until 30-Jul-2021

**** It is the responsibility of the BP to verify final quote for SVP authorizations accuracy ****

*** IBM Software has a NO RETURNS policy, returns are by EXCEPTION only and could take anywhere between 4-8 weeks for approval ****

*** To obtain SVI rebates, Business Partners must include the opportunity number on their purchase order to their preferred distributor***

*** To obtain VAP rebates, Business Partners must request VAP on their purchase order to their preferred distributor***

All pricing based on PPA level and quantities listed above. Changes in quantities and/or levels require new quote from Arrow ECS

Prices listed throughout are subject to change per IBM

***GB undetermined rebate provided upfront, if status is reclassified to Enterprise by IBM ***

IGF IS OFFERING 0% FINANCING ON SOFTWARE - ASK US ABOUT IT

***Remarketer's price to Remarketer's End User customer for the applicable Products does not exceed the requested price that IBM approved (which may be specified in the Special Bid Addendum as the "Total Special Bid Revenue Opportunity").

***If RVI is quoted, it is based on IBM's RVI opportunity list. It is the partner's responsibility to identify discrepancies and ensure compliance with RVI program.

Color Key Decoder
Authorized to quote/sell
Unauthorized renewal at lower discount
Not authorized to sell

ITEM # 38

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Young-Gi Kim Harabedian, Director of Transportation

SUBJECT: **Adopt Resolution No. 21-60 authorizing the submission of an application to the Federal Transit Administration to receive Coronavirus Response and Relief Supplemental Appropriations funding for Transit Operating Assistance**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Adopt Resolution No. 21-60 authorizing the submission of an application to the Federal Transit Administration (FTA) to receive Coronavirus Response and Relief Supplemental Appropriations funding for operating assistance in the amount of $1,000,000 (49 U.S.C. Section 5307 CRRSA Act funding); and

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

FISCAL IMPACT

If the Resolution is approved, staff will apply for $1,000,000 in Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act grant funding to be used to reimburse and pay for a portion of the Transportation Department's operating expenses which includes any Coronavirus (COVID-19) pandemic related expenses. Once awarded, Staff will return for City Council approval of a budget amendment to appropriate the grant funds.

BACKGROUND

On December 27, 2020, Congress passed the CRRSA Act of 2021 to provide relief funding to prevent, prepare for, and respond to COVID-19. The FTA allocated a total of $911,525,690 to Los Angeles County public transit agencies under the existing FTA Section 5307 Urbanized Area Formula Grants program. These funds will be allocated

through the Los Angeles County Metropolitan Transportation Authority (Metro). According to the Southern California Association of Governments' (SCAG) formula fund projections ("Split Letter CRRSA" - Attachment "A"), the City of Montebello (City) is eligible to receive $9,292,827, which can be used to mitigate operating expenses for Fiscal Year 2021-22 and subsequent years and provide additional funding for COVID-19 related expenditures.

Funds provided under the CRRSA Act are available to be used by transit agencies for operating expenses related to the response to the COVID-19 public health emergency incurred beginning on January 20, 2020. Allowable reimbursements under the CRRSA Act include, but are not limited, to operating costs to maintain service and backfill of lost revenue from reduced transit operations. These funds do not have to be paid back, do not expire, and can be used for capital or operating needs. To apply for the CRRSA Act grant, the City must have an authorization from the City Council.

ANALYSIS

The City provides fixed route service through Montebello Bus Lines (MBL) to the City and surrounding communities. Therefore, a consistent need exists to identify funding opportunities for the continued operation of service. At this time, MBL will apply for $1,000,000 of the available $9,292,827 of CRRSA Act funds to be used for operating expenses. The remaining funds will be used for future transit related projects as allowed through the CRRSA Act. Additional projects will be brought to the City Council for review and approval as a standard procedure, including estimated costs and budget amendments if needed.

SUMMARY

Staff recommends that the City Council adopt a Resolution (Attachment "B") authorizing the submission of an application to the Federal Transit Administration to receive funding to be used for operating assistance; and take such additional, related, action that may be desirable.

ATTACHMENT (S):

A. Attachment A – SCAG Split Letter CRRSAA
B. Attachment B – Resolution No. 21-60 authorizing the submission of an application to the Federal Transit Administration to receive funding for Operating Assistance

SCAG
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SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700
Los Angeles, CA 90017
T: (213) 236-1800
www.scag.ca.gov

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Rex Richardson, Long Beach

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Alan D. Wapner, San Bernardino County Transportation Authority

COMMITTEE CHAIRS

Executive/Administration
Rex Richardson, Long Beach

Community, Economic & Human Development
Jorge Marquez, Covina

Energy & Environment
David Pollock, Moorpark

Transportation
Cheryl Viegas-Walker, El Centro

May 6, 2021

Ray Tellis, Regional Administrator
Federal Transit Administration, Region 9
San Francisco Federal Building
90 7th Street, Suite 15-300
San Francisco, CA 94103

Subject: SCAG REGION FORMULA FUND SPLIT TABLES FOR THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATION ACT OF 2021 (CRRSAA) FUNDS

Dear Mr. Tellis:

The Southern California Association of Governments (SCAG) is pleased to provide you with the formula fund split tables for the full allocation of the Coronavirus Response and Relief Supplemental Appropriation Act of 2021 (CRRSAA) funds.

As identified in this letter, SCAG as the Designated Recipient authorizes the reassignment/reallocation of CRRSAA funds to the Direct Recipients named herein. The undersigned agree to the amounts allocated/reassigned to each Direct Recipient. Each Direct Recipient is responsible for its application to the Federal Transit Administration to receive such funds and assumes the responsibilities associated with any award for these funds.

The following UZA Split Tables are attached:

- Los Angeles – Long Beach – Anaheim,
- Indio – Cathedral City, and
- Santa Clarita

Please feel free to contact me at (213) 236-1885 or via e-mail at Amatya@scag.ca.gov should you have any questions.

Cordially,

NARESH AMATYA
Manager, Transportation Planning & Programming

Los Angeles-Long Beach-Anaheim UZA FFY 2021 CRRSAA Full Allocation				
LOS ANGELES	ORANGE	SAN BERNARDINO	RIVERSIDE	TOTAL
$911,525,690	$43,097,849	$0	$277,242	$954,900,781

Los Angeles County

Transit Operator	CRRSAA 5307 Allocation
Antelope Valley	$3,871,415
Arcadia	$377,291
Claremont	$139,766
Commerce	$762,054
Culver City	$6,003,071
Foothill	$30,154,105
Gardena	$6,073,511
LADOT	$19,594,100
La Mirada	$112,423
Long Beach	$26,671,160
Montebello	$9,292,827
Metro	$771,248,280
Norwalk	$3,477,040
Redondo Beach	$828,048
Santa Clarita	$3,448,707
Santa Monica	$22,247,777
Torrance	$7,224,113
Sub-total	$911,525,690

Orange County

Transit Operator	CRRSAA 5307 Allocation
Orange County Transit District (OCTD)	$38,747,219
Rail (Metrolink)	$4,350,630
Sub-total	$43,097,849

Transit Operator	CRRSAA 5307 Allocation
Riverside Transit Agency	$277,242
Sub-total	**$277,242**

Indio-Cathedral City UZA FFY 2021 CRRSAA Full Allocation				
RIVERSIDE				GRAND TOTAL
$5,011,454				$5,011,454

Riverside County	
Transit Operator	**CRRSAA 5307 Allocation**
SunLine Transit Agengy	$5,011,454
Total	$5,011,454

Santa Clarita UZA FFY 2021 CRRSAA Full Allocation				
LOS ANGELES				GRAND TOTAL
$224,351				$224,351

Los Angeles County	
Transit Operator	**CRRSAA 5307 Allocation**
Santa Clarita Transit	$224,351
Total:	$224,351

ATTACHMENT B

RESOLUTION NO. 21-60

RESOLUTION OF THE CITY OF MONTEBELLO APPROVING THE APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS FOR THE CORONAVIRUS RESPONSE RELIEF SUPPLEMENTAL APPROPRIATIONS (CRRSA) ACT OF 2021

RECITALS

WHEREAS, on December 27, 2020, Congress approved and signed into law the Coronavirus Response Relief Supplemental Appropriations (CRRSA) Act of 2021 as the second act of federal relief in response to COVID-19; and

WHEREAS, the CRRSA Act provides $14 billion dollars in grant aid to support the transit industry during the COVID-19 public health emergency; and

WHEREAS, the Los Angeles Metropolitan Transportation Authority has been delegated the authority to administer and award financial assistance to owners of transit fleets under the Grant; and

WHEREAS, the City of Montebello (the "City"), as a transit bus owner by and through the Montebello Bus Lines (the "Transportation Department") is an eligible recipient of the Grant; and

WHEREAS, receipt of Grant funds would assist the Transportation Department with operating expenses incurred as a result of the health pandemic emergency; and

WHEREAS, as a qualified applicant, the City is willing and able to carry out all activities described in the Grant guidelines.

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

APPROVES THE SUBMISSION OF APPLICATION FOR THE CORONAVIRUS RESPONSE RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021; AND

SECTION 1: Approvals and Certifications.

1. The Transportation Department is authorized to execute and file and application for the City of Montebello, through Montebello Bus Lines (MBL), to receive Coronavirus Response Relief Supplemental Appropriations Funds for operation cost and other COVID-19 related expenditures.

2. City Staff shall take the necessary steps to complete the CRRSA Act Funds application process including executing necessary documents and, if the grant application is approved, managing the project.

3. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

SECTION 2: 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 28th day of July 2021.

_____
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. 21-60 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 28th day of July 2021 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 #39

CITY OF MONTEBELLO

CITY COUNCIL AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, P.E., City Manager

BY: Brad Keller, Chief of Police

SUBJECT: **Approval Amendment No. 1 to Agreement No. 3452 with All City Management Services for School Crossing Guard Services**

DATE: July 28, 2021

RECOMMENDATION (S):

It is recommended that the City Council:

1) Approve Amendment No. 1 to Agreement No. 3452 with All City Management Services for School Crossing Guard Services; and

2) Authorize the City Manager to execute the amendment on behalf of the City; and

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

FISCAL IMPACT

Staff is recommending approval of Amendment No. 1 to Agreement No. 3452 to extend the current term with All City Management Services (ACMS) for an additional year of service beginning in August 2021 and ending in August 2022.

ACMS has prepared the following proposed rate based on California's current wage requirements and based on the crossing guard needs of the City:

- Total of 5 sites (Findlay/Via Ocampo (SE), Jacmar/Spruce (NE), Eula/Poplar (NW), Arroyo/Neil Armstrong, Lincoln Ave/ Donna Wayat)
- 3.0 hours per day
- 15 (Total hours per day) x 180 (Days per year) x $23.03 (Hourly billing rate) = $62,181 (Fiscal Year 2021-22 total contract cost)

Funding for Crossing Guard Services is included in the Fiscal Year 2021-22 adopted budget (Account # 100-80-830-6040.10, Investigative Services-Outside Contracts). The Montebello Unified School District will continue to pay for ten (10) percent of the yearly cost for crossing guard services. Once the contract is approved, the Police Department will prepare an invoice and submit it to the School District for reimbursement.

BACKGROUND

The Police Department previously released a Request for Proposal (RFP) on July 17, 2018. Upon the closure of the RFP, ACMS was the only company to submit a full and complete proposal. Additionally, due to the Covid-19 Pandemic school closures, services were not rendered between March 2020 and June 2021.

The Montebello Police Department currently contracts with ACMS for providing crossing guard services for the City of Montebello. ACMS has provided crossing guard services for the last seventeen years. The Montebello Police Department is satisfied with the crossing guard services provided to students of the Montebello Unified School District and the community. ACMS has been very responsive to any questions or complaints posed by either the police department or school personnel.

ANALYSIS

ACMS is a full-service crossing guard services contractor. The company coordinates all aspects related to recruitment, local hiring, conducting background clearance compliant with Department of Justice standards, training, payroll, administrative support, and coordination of assigning qualified substitutes during absences, local supervision, and communicating with school and site safety inspectors.

Staff research indicates that the most efficient and economical contract company to provide school crossing guard services for the City continues to be ACMS. The company specializes in only providing school crossing guard services. They have been in business since 1985 and are currently the largest provider of school crossing guard services in the area. They employ over 5,000 crossing guards for over 250 agencies. ACMS also manages the school crossing guard programs for many other agencies in the area.

In addition, staff recommends approval of Amendment No. 1 to Agreement No. 3452 with ACMS for the following reasons:

- ACMS assumes the responsibility and liability for the task and challenges of conducting successful Crossing Guard Programs.
- ACMS is a highly-regarded contractor that specializes only in contract school crossing guard services to numerous agencies.

- Their comprehensive approach and management plan are clearly outlined to address and correct any potential issues.

SUMMARY

ACMS has established an excellent reputation within the City of Montebello. They have demonstrated their ability to continuously provide a professional and courteous service to students of the Montebello Unified School District and surrounding community.

The City Council will consider approval of Amendment No. 1 to Agreement No. 3452 with All City Management Services to provide School Crossing Guard Services.

ATTACHMENT (S):

A. Attachment A – Amendment No. 1 to Agreement No. 3452
B. Attachment B – Agreement No. 3452

ATTACHMENT A

CITY OF MONTEBELLO

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT NO. 3452
WITH ALL CITY MANAGEMENT SERVICES, INC.

This Amendment No. 1 to the Professional Services Agreement ("Amendment No. 1"), is made and entered into this 28th day of July 2021, ("Effective Date") by and between the City of Montebello, a California municipal corporation, (hereinafter referred to as the "City") and All City Management Services, Inc., (hereinafter referred to as the "Contractor"). The City and the Consultant are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

RECITALS

WHEREAS, Contractor and City (sometimes hereinafter individually referred to as a **"Party"** and jointly as the **"Parties"**) entered into that certain agreement for School Crossing Guard Services by and between the City of Montebello and All City Management Services, Inc., dated August 20, 2018 (the **"Agreement"**), pursuant to which City retained Contractor to provide annual School Crossing Guard Services, as further described in the Agreement; and

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

WHEREAS, for the reasons set forth herein, the City and Consultant desire to enter into this Amendment No.1 as set forth below.

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

AMENDMENTS

SECTION 1. Section 1 of the Agreement is amended to read as follows:

This Agreement is for a term which commences August 1, 2021 and ends on June 30, 2022.

SECTION 2. Section 14 of the Agreement is amended to read as follows:

The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty Three Dollars and Three Cents ($23.03) per hour, per Crossing Guard during the 2021-2022 school year.

The City agrees to a minimum of 2,700 hours of service billing annually, unless Contractor fails to perform services.

SECTION 3. Except as expressly modified or supplemented by this Amendment No. 1, all other provisions of the Agreement, shall remain unaltered and in full force and effect. In the event of conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement, the provisions of this Amendment No. 1 shall control.

[*END OF AMENDMENT NO. 1*]

[**SIGNATURES ON THE FOLLOWING PAGES**]

IN WITNESS WHEREOF, the Parties execute this Amendment No. 1 to take effect as of the Effective Date identified above.

("CITY")	("CONTRACTOR")
CITY OF MONTEBELLO	**ALL CITY MANAGEMENT SERVICES, INC.**
_____	_____
René Bobadilla, City Manager	Baron Farwell, General Manager

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

City of Montebello Agreement No. 3452

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated August 8, 2018 and is between CITY OF MONTEBELLO (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on August 20, 2018 and ends on June 30, 2021 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City's representative in dealing with the Contractor shall be designated by City of Montebello Police Department.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the

duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming City of Montebello and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to City of Montebello.

11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City of Montebello, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

    d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to City of Montebello for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $9,000,000 (Nine Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

14. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Seventeen Dollars and Eighty-one Cents **($17.81)** per hour, per Crossing Guard during the 2018 - 2019 school year.
2019 – 2020 school year: **$19.44**
2020 – 2021 school year: **$21.07**

The City agrees to a minimum of 2,700 hours of service billing annually, unless Contractor fails to perform services.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City of Montebello agrees to review and respond to said notice within 30 days of receipt.

17. The City of Montebello shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY OF MONTEBELLO

By _____
Andrew G. Pasmant

Acting City Manager

Title

Date 9/10/18

ALL CITY MANAGEMENT SERVICES, INC.

By _____
D. Farwell, Corporate Secretary

Date 9/13/18

APPROVED AS TO FORM:

ARNOLD M. ALVAREZ- GLASMAN
CITY ATTORNEY

ITEM # 40

RESOLUTION NO. 21-71

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 Nos. 70, consisting of 15 pages, and including

Warrant No.
General: Checks No.593193 through 593560;
ACH No. 707 through 816
ACH Successor Agency No. 4
Housing Checks No. 1022

On file in the office of the City Clerk, the same having been audited and approved by the Deputy 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 28th day of July 2021.

_____
Kimberly A. Cobos-Cawthorne, 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. 21-71 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 28th day of July 2021 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

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

DATE: _____

_____
Christopher Jimenez, City Clerk

City of Montebello

Register of Demands No. 70

From Payment Date: 06/17/21 - To Payment Date: 7/15/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
0770 - Housing Account					
1022	06/24/2021	$20,000.00	DUES & SUBSCRIPTIONS	32210	SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS
	TOTAL	**$20,000.00**			
4331 - General Account					
707	06/09/2021	$1,602.98	UNIFORM EXPENSE	450	MUNICIPAL EMERGENCY SERVICES INC
708	06/09/2021	($1,206.19)	UNIFORM EXPENSE	450	MUNICIPAL EMERGENCY SERVICES INC
709	06/09/2021	($396.79)	UNIFORM EXPENSE	450	MUNICIPAL EMERGENCY SERVICES INC
710	06/09/2021	$1,562.98	TRAVEL & MEETINGS	3163	BANK OF AMERICA
711	06/17/2021	$5,551.89	BUILDING IMPROVEMENTS	2586	AMAZON CAPITAL SERVICES INC
712	06/17/2021	$32,724.89	CONTRACT SERVICES	3016	ANTARES GOLF LLC
713	06/17/2021	$435.49	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
714	06/17/2021	$337.92	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
715	06/17/2021	$149.66	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
716	06/17/2021	$11,925.00	CONTRACT SERVICES	3025	COMPLETE LANDSCAPE CARE INC
717	06/17/2021	$113.73	SUPPLIES	3108	MARIO ESPINOSA
718	06/17/2021	$11,069.25	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING INC
719	06/17/2021	$33,510.00	BUILDING IMPROVEMENTS	2815	GREEN GIANT LANDSCAPE INC
720	06/17/2021	$4,016.82	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
721	06/17/2021	$425.00	SUPPLIES	4280	NADINE HERNANDEZ
722	06/17/2021	$40.00	CARPOOL INCENTIVE	2704	JACQUELINE JAUREGUI
723	06/17/2021	$40.00	CARPOOL INCENTIVE	71590	LUZ MARIA
724	06/17/2021	$700.00	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
725	06/17/2021	$243.70	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
726	06/17/2021	$24,988.08	SUPPLIES	2934	PT EVENTS INC
727	06/17/2021	$50.00	TRAINING	2866	ANGELICA PALMEROS
728	06/17/2021	$40.00	CARPOOL INCENTIVE	59960	JO ANN PANOSIAN
729	06/17/2021	$40.00	CARPOOL INCENTIVE	3164	ANNA-MARIE QUON
730	06/17/2021	$40.00	CARPOOL INCENTIVE	3089	NATALIE RAMIREZ
731	06/17/2021	$203.53	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
732	06/17/2021	$20,000.00	CONTRACT SERVICES	61050	REDFLEX TRAFFIC SYSTEMS
733	06/17/2021	$40.00	CARPOOL INCENTIVE	69960	NICOLE I SAUCEDO

City of Montebello

Register of Demands No. 70

From Payment Date: 06/17/21 - To Payment Date: 7/15/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
734	06/17/2021	$40.00	CARPOOL INCENTIVE	3165	KRISTIN SHIGENAGA
735	06/17/2021	$78,919.58	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
736	06/24/2021	$1,060.80	IMPROVEMENTS OTHER THAN BUILDING	37720	ADVANCED APPLIED ENGINEERING INC
737	06/24/2021	$4,237.32	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
738	06/24/2021	$231.53	SUPPLIES	35980	SAEED RADMEHR
739	06/24/2021	$59,380.58	WATER PURCHASE RESALE	19120	CENTRAL BASIN MUNICIPAL WATER DISTRICT
740	06/24/2021	$2,536.48	CONTRACT SERVICES	2057	CIGNA BEHAVIORAL HEALTH
741	06/24/2021	$709.68	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
742	06/24/2021	$23,841.86	CONTRACT SERVICES	75950	FIESTA TAXI COOPERATIVE INC
743	06/24/2021	$17,317.74	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
744	06/24/2021	$1,768.85	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
745	06/24/2021	$150.00	TRAINING	35540	BRAD KELLER
746	06/24/2021	$416.60	CONTRACT SERVICES	16760	LIEBERT CASSIDY WHITMORE
747	06/24/2021	$150.00	TRAINING	43100	LUIS LOPEZ JR
748	06/24/2021	$150.00	TRAINING	35650	MARC MARTY
749	06/24/2021	$150.00	TRAINING	730	ARMANDO MIRANDA
750	06/24/2021	$86,280.78	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
751	06/24/2021	$2,310.84	SUPPLIES	2934	PT EVENTS INC
752	06/24/2021	$173.00	TRAINING	2795	DAVID PARK
753	06/24/2021	$239.88	SUPPLIES	1120	NESTLE WATERS NORTH AMERICA
754	06/24/2021	$150.00	TRAINING	45050	OMAR RODRIGUEZ
755	06/24/2021	$19,191.27	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
756	06/24/2021	$613.48	UNIFORM EXPENSE	2594	THE SAUCE CREATIVE SERVICES CORP
757	06/24/2021	$119,219.20	FUEL INVENTORY	1059	AMBER RESOURCES LLC
758	06/24/2021	$150.00	TRAINING	2287	STACEY SMITH
759	06/24/2021	$1,906.62	MACHINERY & EQUIPMENTS	33960	DAVID SOSNOWSKI
760	06/24/2021	$97.55	CONTRACT SERVICES	57140	UNDERGROUND SERVICE ALERT OF SOUTHERN CA
761	06/24/2021	$150.00	TRAINING	17180	FERNANDO VALLE
762	06/24/2021	$97.03	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
763	06/24/2021	$4,830.96	CONTRACT SERVICES	2443	FM THOMAS AIR CONDITIONING INC
764	06/28/2021	$8.72	SUPPLIES	15440	HOSE-MAN INC
765	06/28/2021	($8.72)	SUPPLIES	15440	HOSE-MAN INC
766	06/30/2021	$2,558.00	IMPROVEMENTS OTHER THAN BUILDING	38010	ADVANCED AVANT-GARDE CORPORATION

City of Montebello

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From Payment Date: 06/17/21 - To Payment Date: 7/15/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
767	06/30/2021	$1,841.87	UNIFORM EXPENSE	20350	ALLSTAR FIRE EQUIPMENT INC
768	06/30/2021	$9,854.22	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
769	06/30/2021	$14,366.63	CONTRACT SERVICES	3016	ANTARES GOLF LLC
770	06/30/2021	$2,452.96	CONTRACT SERVICES	1237	AZTECA LANDSCAPE
771	06/30/2021	$416.47	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
772	06/30/2021	$333.50	CONTRACT SERVICES	2889	COMLOCK SECURITY GROUP INC
773	06/30/2021	$82.55	SUPPLIES	3108	MARIO ESPINOSA
774	06/30/2021	$2,632.00	CONTRACT SERVICES	371	FLO-SERVICES INC
775	06/30/2021	$16,596.32	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
776	06/30/2021	$15,494.42	CONTRACT SERVICES	43860	MYERS & SONS HI-WAY SAFETY INC
777	06/30/2021	$48,028.07	CONTRACT SERVICES	2793	IBE DIGITAL
778	06/30/2021	$168.89	SUPPLIES	48610	CRYSTAL JAIMEZ
779	06/30/2021	$4,420.82	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
780	06/30/2021	$150.00	TRAINING	31360	DAVID J KIM
781	06/30/2021	$75,676.08	CONTRACT SERVICES	26880	SEBASTIAN WATERWORKS INC
782	06/30/2021	$38,264.69	CONTRACT SERVICES	35250	NATIONWIDE ENVIRONMENTAL SERVICES
783	06/30/2021	$11,534.38	CONTRACT SERVICES	2787	S & S LABARGE GOLF INCORPORATED
784	06/30/2021	$679.03	ADVERTISING/PRINTING SERVICES	2594	THE SAUCE CREATIVE SERVICES CORP
785	06/30/2021	$2,958.43	SUPPLIES	33960	DAVID SOSNOWSKI
786	06/30/2021	$6,000.00	CONTRACT SERVICES	75020	VASQUEZ & CO LLP
787	07/08/2021	$70,487.62	VEHICLE PURCHASES	1700	72 HOUR LLC
788	07/08/2021	$11,595.52	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
789	07/08/2021	$820.30	SUPPLIES	61470	ERIKA L ANDRADE
790	07/08/2021	$531.41	ADVERTISING/PRINTING SERVICES	35980	SAEED RADMEHR
791	07/08/2021	$666.46	SUPPLIES	10000	CLEAN SWEEP SUPPLY CO INC
792	07/08/2021	$500.00	CONTRACT SERVICES	72	COGRAN SYSTEMS LLC
793	07/08/2021	$211.37	SUPPLIES	3108	MARIO ESPINOSA
794	07/08/2021	$654.44	VEHICLE MAINTENANCE/EXPENSES	1914	EXPO IT LLC
795	07/08/2021	$153.90	CONTRACT SERVICES	23660	DAIOHS USA
796	07/08/2021	$8,663.84	CONTRACT SERVICES	2981	G4S SECURE SOLUTIONS (USA) INC
797	07/08/2021	$912.47	VEHICLE MAINTENANCE/EXPENSES	1259	GRAFFITI SHIELD INC
798	07/08/2021	$392.40	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
799	07/08/2021	$298.79	EDUCATION REIMBURSEMENT	2637	ARLENE SALAZAR

City of Montebello

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
800	07/08/2021	$34,773.15	FUEL INVENTORY	1059	AMBER RESOURCES LLC
801	07/08/2021	$28,900.00	CONTRACT SERVICES	3133	ULTIMATE MAINTENANCE SERVICE
802	07/08/2021	$334,594.40	CONTRACT SERVICES	40970	ARAKELIAN ENTERPRISES
803	07/15/2021	$46,053.00	CONTRACT SERVICES	37720	ADVANCED APPLIED ENGINEERING INC
804	07/15/2021	$4,412.50	CONTRACT SERVICES	38010	ADVANCED AVANT-GARDE CORPORATION
805	07/15/2021	$2,191.09	SUPPLIES	20350	ALLSTAR FIRE EQUIPMENT INC
806	07/15/2021	$3,467.96	SUPPLIES	2586	AMAZON CAPITAL SERVICES INC
807	07/15/2021	$14,563.96	CONTRACT SERVICES	3016	ANTARES GOLF LLC
808	07/15/2021	$1,013.42	VEHICLE MAINTENANCE/EXPENSES	70920	DECALS BY DESIGN INC
809	07/15/2021	$708.80	VEHICLE MAINTENANCE/EXPENSES	270	HARBOR DIESEL AND EQUIPMENT INC
810	07/15/2021	$2,600.07	CONTRACT SERVICES	2152	JOHNSON CONTROLS INC
811	07/15/2021	$2,075.84	VEHICLE MAINTENANCE/EXPENSES	1385	MUNCIE RECLAMATION AND SUPPLY COMPANY
812	07/15/2021	$818.24	SUPPLIES	70710	NIVEL PARTS & MFG CO LLC
813	07/15/2021	$150.00	TRAINING	2647	JOSHUA REYNA
814	07/15/2021	$626.50	CONTRACT SERVICES	33960	DAVID SOSNOWSKI
815	07/15/2021	$29,600.00	IMPROVEMENTS OTHER THAN BUILDING	3021	WEST & ASSOCIATES ENGINEERING INC
816	07/15/2021	$1,686.38	VEHICLE MAINTENANCE/EXPENSES	288	ZEMARC CORPORATION
	ACH TOTAL	**$1,433,352.73**			
593193	06/17/2021	$7,405.58	AFLAC OTHER	55860	AFLAC
593194	06/17/2021	$11,108.37	AFLAC OTHER	55860	AFLAC
593195	06/17/2021	$330.00	CONTRACT SERVICES	1287	ALTA LANGUAGE SERVICES INC
593196	06/17/2021	$68.67	VEHICLE MAINTENANCE/EXPENSES	47980	AMERICAN MOVING PARTS
593197	06/17/2021	$7,500.00	CONTRACT SERVICES	42230	AON RISK SERVICES CENTRAL - PREMIUM
593198	06/17/2021	$500.00	DUES & SUBSCRIPTIONS	49280	AREA E FIRE CHIEFS ASSOCIATION
593199	06/17/2021	$2,472.60	UTILITY SERVICES	39550	AT&T
593200	06/17/2021	$2,427.22	UTILITY SERVICES	39550	AT&T
593201	06/17/2021	$35,019.34	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
593202	06/17/2021	$3,700.00	INCURRED CLAIMS	376	BM VILLALOBOS INC
593203	06/17/2021	$544.00	CONTRACT SERVICES	58240	STATE OF CALIFORNIA-DEPARTMENT OF JUSTICE
593204	06/17/2021	$148.31	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593205	06/17/2021	$150.00	TRAINING	3173	HERMES CARBAJAL

City of Montebello

Register of Demands No. 70

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WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593206	06/17/2021	$949.90	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593207	06/17/2021	$5,235.14	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593208	06/17/2021	$1,552.02	RETIREMENT	3128	CITY OF BELL GARDENS
593209	06/17/2021	$916.29	CONTRACT SERVICES	26720	COMMERCIAL DOOR OF LOS ANGELES COUNTY INC
593210	06/17/2021	$2,540.03	SUPPLIES	2941	CONVEYOR MANUFACTURING & SERVICE INC
593211	06/17/2021	$1,253.62	VEHICLE MAINTENANCE/EXPENSES	990	DANIELS TIRE SERVICE
593212	06/17/2021	$40.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
593213	06/17/2021	$932.83	SUPPLIES	40930	EASTMONT PAINT & DECORATING
593214	06/17/2021	$575.00	CONTRACT SERVICES	1595	FROG ENVIRONMENTAL INC
593215	06/17/2021	$2,713.00	VEHICLE MAINTENANCE/EXPENSES	28730	GARFIELD CAR WASH
593216	06/17/2021	$1,975.57	CONTRACT SERVICES	3350	GARVEY EQUIPMENT COMPANY
593217	06/17/2021	$1,006.75	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
593218	06/17/2021	$120.00	CONTRACT SERVICES	1650	GOLDEN STATE ELEVATOR SERVICE INC
593219	06/17/2021	$741.69	VEHICLE MAINTENANCE/EXPENSES	75590	ALHAMBRA MOTOR
593220	06/17/2021	$287.61	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593221	06/17/2021	$1,940.00	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
593222	06/17/2021	$440.01	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH (US) INC
593223	06/17/2021	$4,263.84	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
593224	06/17/2021	$506.95	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
593225	06/17/2021	$3,230.00	CONTRACT SERVICES	47110	LM SYSTEMS
593226	06/17/2021	$1,000.00	DUES & SUBSCRIPTIONS	40910	LOS ANGELES AREA FIRE CHIEFS ASSOCIATION
593227	06/17/2021	$182.10	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
593228	06/17/2021	$495.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
593229	06/17/2021	$495.00	PERMITS AND FEES	56850	LOS ANGELES COUNTY FIRE DEPARTMENT
593230	06/17/2021	$9,065.59	CONTRACT SERVICES	110	MICHELIN NORTH AMERICA INC
593231	06/17/2021	$6,745.61	SUPPLIES	2072	MICROMED DIAMOND SEAL SYSTEMS LLC
593232	06/17/2021	$1,245.08	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
593233	06/17/2021	$3,658.87	VEHICLE MAINTENANCE/EXPENSES	11490	MONTEBELLO AUTOCRAFT
593234	06/17/2021	$12,441.15	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
593235	06/17/2021	$1,026.00	VEHICLE MAINTENANCE/EXPENSES	31790	MIGUEL ZAVALA
593236	06/17/2021	$730.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
593237	06/17/2021	$119,164.01	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
593238	06/17/2021	$1,322.97	SUPPLIES	15620	OFFICE DEPOT INC

City of Montebello

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From Payment Date: 06/17/21 - To Payment Date: 7/15/21

WARRANT #	DATE	AMOUNT	ACCOUNT DESCRIPTION	VENDOR #	VENDOR NAME
593239	06/17/2021	$505.96	RETIREMENT	42490	LINDA PAYAN
593240	06/17/2021	$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593241	06/17/2021	$832.00	TRAINING	51460	RIO HONDO COMMUNITY COLLEGE
593242	06/17/2021	$542.43	SUPPLIES	317	ROAD AMERICA INC
593243	06/17/2021	$189.75	TRAINING	3151	ERIK RODRIGUEZ
593244	06/17/2021	$4,355.99	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593245	06/17/2021	$4,135.77	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593246	06/17/2021	$23,712.02	CONTRACT SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593247	06/17/2021	$492,562.36	IMPROVEMENTS OTHER THAN BUILDING	20770	SEQUEL CONTRACTORS INC
593248	06/17/2021	$40.00	CARPOOL INCENTIVE	3211	JESSICA SERRANO
593249	06/17/2021	$258.27	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
593250	06/17/2021	$1,057.89	CONTRACT SERVICES	36350	SHRED-IT USA
593251	06/17/2021	$40.00	CARPOOL INCENTIVE	24280	MARTIN SOLANO
593252	06/17/2021	$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593253	06/17/2021	$18,790.92	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593254	06/17/2021	$33,262.94	FRINGE BENEFITS	25850	STANDARD INSURANCE COMPANY
593255	06/17/2021	$285.55	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
593256	06/17/2021	$2,040.00	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
593257	06/17/2021	$1,820.55	SUPPLIES	2573	TELEFLEX LLC
593258	06/17/2021	$215.21	VEHICLE MAINTENANCE/EXPENSES	3110	TOMAS ALVARADO
593259	06/17/2021	$2,389.71	UTILITY SERVICES	72570	US TELEPACIFIC CORP
593260	06/17/2021	$26,354.17	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
593261	06/17/2021	$535.60	RETIREMENT	27300	ROBERT C TUFANO
593262	06/17/2021	$26,503.74	MACHINERY & EQUIPMENTS	1188	TYLER TECHNOLOGIES INC
593263	06/17/2021	$5,491.73	SUPPLIES	45120	ULINE INC
593264	06/17/2021	$3,751.48	FRINGE BENEFITS	58990	VISION SERVICE PLAN
593265	06/17/2021	$64.05	VEHICLE MAINTENANCE/EXPENSES	53450	R & O MCINTYRE INC
593266	06/17/2021	$2,471.84	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
593267	06/17/2021	$1,940.40	SUPPLIES	73370	ADJ CORPORATION
593268	06/24/2021	$785.89	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
593269	06/24/2021	$144.00	CONTRACT SERVICES	1352	ADR SECURITY SYSTEMS INC
593270	06/24/2021	$23,220.84	MACHINERY & EQUIPMENTS	3092	ALL AMERICAN AIR COMPRESSOR
593271	06/24/2021	$165.38	SUPPLIES	62880	AMERICAN MARKER

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593272	06/24/2021	$150.00	TRAINING	43450	SERGIO ANDRADE
593273	06/24/2021	$5,858.12	UTILITY SERVICES	39550	AT&T
593274	06/24/2021	$2,380.30	UTILITY SERVICES	38380	AT&T
593275	06/24/2021	$836.07	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
593276	06/24/2021	$1,890.00	CONTRACT SERVICES	17870	THE BANK OF NEW YORK MELLON
593277	06/24/2021	$1,072.50	CONTRACT SERVICES	3130	BLAIS & ASSOCIATES LLC
593278	06/24/2021	$700.00	CONTRACT SERVICES	376	BM VILLALOBOS INC
593279	06/24/2021	$3,526.00	CONTRACT SERVICES	243	BLACK ODOWD AND ASSOCIATES
593280	06/24/2021	$4,100.00	CONTRACT SERVICES	3104	CALIFORNIA ADVOCACY LLC
593281	06/24/2021	$150.00	TRAINING	162	JUAN CAMUY
593282	06/24/2021	$0.00	VOID	59	MANUEL CARRERA
593283	06/24/2021	$35,243.81	VEHICLE PURCHASES	1700	72 HOUR LLC
593284	06/24/2021	$150.00	TRAINING	54160	MONIQUE DELLIBOVI
593285	06/24/2021	$1,365.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
593286	06/24/2021	$594.80	UNIFORM EXPENSE	3560	ENTENMANN-ROVIN CO
593287	06/24/2021	$140.00	CONTRACT SERVICES	52770	FIRST IMPULSE
593288	06/24/2021	$2,000.00	CDBG-CV	3169	FOOTHOLD TECHNOLOGY INC
593289	06/24/2021	$350.00	TRAINING	57570	JENNIFER GARCIA CARRERA
593290	06/24/2021	$6,859.00	CONTRACT SERVICES	3213	GEO-COMM INC
593291	06/24/2021	$534.28	VEHICLE MAINTENANCE/EXPENSES	33720	ARKAY ACQUISITION LLC
593292	06/24/2021	$36,000.00	CONTRACT SERVICES	13750	CITY OF GLENDALE
593293	06/24/2021	$967.20	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593294	06/24/2021	$150.00	TRAINING	72010	SCOTT D HOWARD
593295	06/24/2021	$470.39	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
593296	06/24/2021	$1,797.89	LEASE PAYMENT	2405	JCB FINANCE
593297	06/24/2021	$200.00	TRAINING	898	RYAN JOSETT
593298	06/24/2021	$150.00	TRAINING	178	DAVID KIM
593299	06/24/2021	$1,464.75	CONTRACT SERVICES	8130	RICHARD D JONES A PROFESSIONAL LAW CORP
593300	06/24/2021	$1,312.50	PREPAID EXPENSES	26920	LEAGUE OF CALIFORNIA CITIES
593301	06/24/2021	$521.77	CONTRACT SERVICES	4810	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
593302	06/24/2021	$20.00	CONTRACT SERVICES	58760	COUNTY OF LOS ANGELES
593303	06/24/2021	$150.00	TRAINING	43760	ALFRED MARTINEZ
593304	06/24/2021	$173.00	TRAINING	3217	JUAN MARTINEZ

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593305	06/24/2021	$222.00	CONTRACT SERVICES	17920	McCUNE & HARBER LLP
593306	06/24/2021	$809.86	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
593307	06/24/2021	$150.00	TRAINING	116	ADAM MITCHELL
593308	06/24/2021	$150.00	TRAINING	36960	WILLIAM MOLINARI JR
593309	06/24/2021	$182.83	SUPPLIES	188	MONTEBELLO FIRE DEPARTMENT
593310	06/24/2021	$550.00	DUES & SUBSCRIPTIONS	2355	MONTEBELLO ROTARY
593311	06/24/2021	$109.00	TRAINING	3218	TREVOR MORGAN
593312	06/24/2021	$67.97	SUPPLIES	15620	OFFICE DEPOT INC
593313	06/24/2021	$150.00	TRAINING	2587	VANESSA PADILLA NAVA
593314	06/24/2021	$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593315	06/24/2021	$7,048.07	TRAVEL & MEETINGS	43510	QUIET CANNON MONTEBELLO INC
593316	06/24/2021	$800.08	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
593317	06/24/2021	$496.00	TRAINING	35750	STEPHEN SHARPE
593318	06/24/2021	$53.76	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
593319	06/24/2021	$165.50	CONTRACT SERVICES	36350	SHRED-IT USA
593320	06/24/2021	$29,961.34	CONTRACT SERVICES	2361	SIEMENS MOBILITY
593321	06/24/2021	$225.00	DUES & SUBSCRIPTIONS	677	SOROPTIMIST INTERNATIONAL OF MONTEBELLO
593322	06/24/2021	$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593323	06/24/2021	$6,862.00	PREPAID EXPENSES	11560	SOUTHERN CALIFORNIA ASSOC OF GOVERNMENTS
593324	06/24/2021	$22,547.36	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593325	06/24/2021	$9,706.03	UTILITY SERVICES	40520	SOUTHERN CALIFORNIA GAS CO
593326	06/24/2021	$340.00	CONTRACT SERVICES	3075	AIMEE GALICIA TORRES
593327	06/24/2021	$173.00	TRAINING	46940	CHRISTOPHER M TYNI
593328	06/24/2021	$1,500.00	DUES & SUBSCRIPTIONS	3212	UNITED PHOENIX FIREFIGHTERS ASSOCIATION FIRESTRONG
593329	06/24/2021	$173.00	TRAINING	2768	PHILLIP VIEBROCK
593330	06/24/2021	$5,101.75	FRINGE BENEFITS	58990	VISION SERVICE PLAN
593331	06/24/2021	$812.00	CONTRACT SERVICES	183	WECK LABORATORIES ENVIRONMENTAL SERVICES INC
593332	06/24/2021	$141,856.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
593333	06/24/2021	$173.00	TRAINING	3216	ANDRE YZAGUIRRE
593334	06/24/2021	$150.00	TRAINING	49660	RUBEN ZABALA
593335	06/24/2021	$150.00	TRAINING	53070	BORIS ZEISSIG
593336	06/24/2021	$800.08	UNIFORM EXPENSE	2002	SAM BROWN SHIELD INC
593337	06/24/2021	$132.58	TRAVEL & MEETINGS	3053	MICHAEL TELLES

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593338	06/24/2021	$0.00	VOID	3179	ADOBE INC
593339	06/30/2021	$9,700.00	CONTRACT SERVICES	3214	A-CUSTOM CONSTRUCTION CO
593340	06/30/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
593341	06/30/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
593342	06/30/2021	$636.54	UTILITY SERVICES	1732	AT&T CORP
593343	06/30/2021	$636.54	UTILITY SERVICES	1732	AT&T CORP
593344	06/30/2021	$2,258.92	ADVERTISING/PRINTING SERVICES	2689	ACRO PRINTING INC
593345	06/30/2021	$2,597.22	SUPPLIES	62880	AMERICAN MARKER
593346	06/30/2021	$553.36	UTILITY SERVICES	38380	AT&T
593347	06/30/2021	$160.65	UTILITY SERVICES	39550	AT&T
593348	06/30/2021	$57.26	UTILITY SERVICES	39550	AT&T
593349	06/30/2021	$600.81	FURNITURE & FIXTURES PURCHASES	2676	BKM OFFICE FURNITURE
593350	06/30/2021	$733.00	PREPAID EXPENSES	923	BROADCAST MUSIC INC
593351	06/30/2021	$5,500.00	PREPAID EXPENSES	55	CALIFORNIA CONTRACT CITIES ASSOC
593352	06/30/2021	$672.00	PREPAID EXPENSES	54110	CALIFORNIA PEACE OFFICERS ASSOCIATION
593353	06/30/2021	$145.00	PREPAID EXPENSES	3900	CALIFORNIA POLICE CHIEFS ASSOCIATION
593354	06/30/2021	$1,137.87	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593355	06/30/2021	$70,487.62	VEHICLE PURCHASES	1700	72 HOUR LLC
593356	06/30/2021	$995.00	CONTRACT SERVICES	3204	COASTAL OCCUPATIONAL MEDICAL GROUP
593357	06/30/2021	$171,237.97	CONTRACT SERVICES	3210	CT&T CONCRETE PAVING INC
593358	06/30/2021	$4,551.90	SUPPLIES	26080	L N CURTIS & SONS
593359	06/30/2021	$350.00	CONTRACT SERVICES	2759	D F POLYGRAPH
593360	06/30/2021	$945.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
593361	06/30/2021	$80.00	CARPOOL INCENTIVE	29020	RAFAEL DE LA TORRE
593362	06/30/2021	$1,515.00	CONTRACT SERVICES	2019	DEWEY SERVICES INCORPORATED
593363	06/30/2021	$1,133.92	SUPPLIES	7610	EWING IRRIGATION PRODUCTS
593364	06/30/2021	$15,790.17	MACHINERY & EQUIPMENTS	2616	EXTREME SAFETY INC
593365	06/30/2021	$79.80	MAIL/ POSTAL EXPENSE	22400	FEDERAL EXPRESS CORPORATION
593366	06/30/2021	$87.20	CONTRACT SERVICES	1117	FILE KEEPERS LLC
593367	06/30/2021	$9,149.24	UNIFORM EXPENSE	55650	GALLS LLC
593368	06/30/2021	$63.00	CONTRACT SERVICES	28730	GARFIELD CAR WASH
593369	06/30/2021	$6.77	MAIL/ POSTAL EXPENSE	3167	GENERAL LOGISTICS SYSTEMS US INC
593370	06/30/2021	$11,003.99	BUILDING IMPROVEMENTS	2654	GOLDEN STAR TECHNOLOGY INC

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593371	06/30/2021	$328.59	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
593372	06/30/2021	$27.56	VEHICLE MAINTENANCE/EXPENSES	27480	R & M HANSEN ENT INC
593373	06/30/2021	$313.38	CONTRACT SERVICES	1357	IRON MOUNTAIN INC
593374	06/30/2021	$57.79	SUPPLIES	3141	JAYLENNE VALLEJO
593375	06/30/2021	$2,916.00	CDBG-CV	3222	HELEN KALPAKOFF
593376	06/30/2021	$2,876.25	CONTRACT SERVICES	3138	KITTELSON & ASSOCIATES INC
593377	06/30/2021	$3,017.79	SUPPLIES	26670	LIFE-ASSIST INC
593378	06/30/2021	$1,269.73	CONTRACT SERVICES	1244	LOS ANGELES COUNTY AGRICULTURAL
593379	06/30/2021	$12.00	DUES & SUBSCRIPTIONS	9200	LOS ANGELES COUNTY ASSESSOR OFFICE
593380	06/30/2021	$287.65	CONTRACT SERVICES	3035	LA COUNTY SHERIFF'S DEPARTMENT
593381	06/30/2021	$198.09	CONTRACT SERVICES	4810	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
593382	06/30/2021	$2,646.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
593383	06/30/2021	$838.54	TRAVEL & MEETINGS	3280	MONTEBELLO CITY TRANSIT
593384	06/30/2021	$2,290.00	CONTRACT SERVICES	21420	MUNICIPAL CODE CORPORATION
593385	06/30/2021	$225.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
593386	06/30/2021	$296.40	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
593387	06/30/2021	$3,249.18	SUPPLIES	15620	OFFICE DEPOT INC
593388	06/30/2021	$44.21	TRAVEL & MEETINGS	3198	SUSAN PEEBLES
593389	06/30/2021	$5,994.48	CDBG-CV	3220	PHH MORTGAGE CORPORATION
593390	06/30/2021	$109.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593391	06/30/2021	$1,197.89	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
593392	06/30/2021	$20,384.24	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO
593393	06/30/2021	$3,536.00	TRAINING	48930	SANTA ANA COLLEGE
593394	06/30/2021	$3,884.50	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
593395	06/30/2021	$9,400.00	CONTRACT SERVICES	2361	SIEMENS MOBILITY
593396	06/30/2021	$1,334.05	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
593397	06/30/2021	$536.23	FRINGE BENEFITS	1990	STANDARD INSURANCE COMPANY
593398	06/30/2021	$7,459.52	CONTRACT SERVICES	1963	SUEZ WTS SERVICES USA INC
593399	06/30/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
593400	06/30/2021	$7,200.00	CDBG-CV	3219	THE LUCKY LINCOLN LLC
593401	06/30/2021	$1,250.00	CONTRACT SERVICES	65440	TIERRA WEST ADVISORS
593402	06/30/2021	$2,466.09	UTILITY SERVICES	72570	US TELEPACIFIC CORP
593403	06/30/2021	$280.00	CONTRACT SERVICES	387	TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC

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593404	06/30/2021	$281.23	CONTRACT SERVICES	131	UNITED SITE SERVICES
593405	06/30/2021	$1,345.00	TRAINING	11430	WESTGATE CENTER FOR LEADERSHIP
593406	06/30/2021	$14,492.80	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
593407	06/30/2021	$993.23	UNIFORM EXPENSE	3066	V & V MANUFACTURING
593408	06/30/2021	$900.00	VEHICLE MAINTENANCE/EXPENSES	3450	VALLEY POWER SYSTEMS INC
593409	06/30/2021	$494.62	UTILITY SERVICES	23610	VERIZON WIRELESS
593410	06/30/2021	$836.60	FRINGE BENEFITS	58990	VISION SERVICE PLAN
593411	06/30/2021	$6,112.44	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
593412	06/30/2021	$745.21	SUPPLIES	3088	WAXIES ENTERPRISES LLC
593413	06/30/2021	$160.00	CONTRACT SERVICES	3006	WORLD OIL ENVIRONMENTAL SERVICES
593414	06/30/2021	$21,735.24	CONTRACT SERVICES	3094	WSP USA INC
593415	06/30/2021	$422.57	SUPPLIES	2905	ZUTRA WATER
593416	06/30/2021	$81.17	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593417	07/08/2021	$288.00	PREVENTIVE MAINTENANCE	64600	A TO Z FIRE PROTECTION COMPANY
593418	07/08/2021	$698.58	UTILITY SERVICES	1732	AT&T CORP
593419	07/08/2021	$764.03	SUPPLIES	62880	AMERICAN MARKER
593420	07/08/2021	$148.78	VEHICLE MAINTENANCE/EXPENSES	1640	ARI PHOENIX INC
593421	07/08/2021	$93,297.92	CONTRACT SERVICES	16710	ATKINSON ANDELSON LOYA RUUD & ROMO
593422	07/08/2021	$712.09	SUPPLIES	74990	AUTOZONE INC
593423	07/08/2021	$9.22	CREDIT-DEBIT CARD TRANSACTION FEES	3230	MARIYLN AVILA
593424	07/08/2021	$1,200.00	CDBG-CV	3224	FRANCISCO JAVIER BARAJAS
593425	07/08/2021	$736.73	CONTRACT SERVICES	27170	BEVERLY HOSPITAL
593426	07/08/2021	$160.00	VEHICLE MAINTENANCE/EXPENSES	1101	BLACK AND WHITE EMERGENCY VEHICLES
593427	07/08/2021	$300.60	GENERAL GOVERNMENT	68300	CALIFORNIA BUILDING STANDARDS COMMISSION
593428	07/08/2021	$672.00	DUES & SUBSCRIPTIONS	33910	CALIFORNIA RESERVE PEACE OFFICER ASSOCIATION
593429	07/08/2021	$8,800.94	CONTRACT SERVICES	52710	CLEAN ENERGY FUELS
593430	07/08/2021	$5,647.00	CONTRACT SERVICES	26720	COMMERCIAL DOOR OF LOS ANGELES COUNTY INC
593431	07/08/2021	$5,153.33	CONTRACT SERVICES	2624	CRAFCO INC
593432	07/08/2021	$773.04	CONTRACT SERVICES	11990	CUMMINS-ALLISON CORP
593433	07/08/2021	$310.00	ADVERTISING/PRINTING SERVICES	1354	DAILY JOURNAL CORPORATION
593434	07/08/2021	$475.00	CONTRACT SERVICES	41130	MIHM INC
593435	07/08/2021	$579.75	CONTRACT SERVICES	3015	FIRST AID 2000
593436	07/08/2021	$1,500.00	CONTRACT SERVICES	3043	FOCUS ENVIRONMENTAL CONSULTING

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593437	07/08/2021	$66,932.56	UNIFORM EXPENSE	55650	GALLS LLC
593438	07/08/2021	$90.00	CREDIT-DEBIT CARD TRANSACTION FEES	3229	NOELIA GARCIA
593439	07/08/2021	$1,725.72	CONTRACT SERVICES	3350	GARVEY EQUIPMENT COMPANY
593440	07/08/2021	$31,191.00	DUES & SUBSCRIPTIONS	30550	GATEWAY CITIES COUNCIL OF GOVERNMENTS
593441	07/08/2021	$0.00	VOID	33720	ARKAY ACQUISITION LLC
593442	07/08/2021	$440.32	VEHICLE MAINTENANCE/EXPENSES	455	GOLDEN STATE FASTENERS & SUPPLY INC
593443	07/08/2021	$425.00	CONTRACT SERVICES	3226	EDWIN MARTINEZ
593444	07/08/2021	$397.80	MACHINERY & EQUIPMENTS	9470	GRAINGER INC
593445	07/08/2021	$994.14	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593446	07/08/2021	$536.33	VEHICLE MAINTENANCE/EXPENSES	582	HYDRAULIC ELECTRIC INC
593447	07/08/2021	$1,538.70	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
593448	07/08/2021	$420.05	VEHICLE MAINTENANCE/EXPENSES	29680	INLAND KENWORTH (US) INC
593449	07/08/2021	$1,411.76	CONTRACT SERVICES	6690	IRRI-CARE PLUMBING AND BACKFLOW TESTING
593450	07/08/2021	$408.16	SUPPLIES	1612	JCL TRAFFIC SERVICES
593451	07/08/2021	$526.94	CONTRACT SERVICES	37280	LOS ANGELES COUNTY SHERIFFS DEPARTMENT
593452	07/08/2021	$1,008.00	CONTRACT SERVICES	11070	LPM CONSULTING INC
593453	07/08/2021	$45.00	CREDIT-DEBIT CARD TRANSACTION FEES	3231	FLOR MATEO
593454	07/08/2021	$389.75	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
593455	07/08/2021	$20,943.18	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC
593456	07/08/2021	$9,135.65	CONTRACT SERVICES	450	MUNICIPAL EMERGENCY SERVICES INC
593457	07/08/2021	$640.00	CONTRACT SERVICES	19250	N/S CORPORATION
593458	07/08/2021	$450.00	CONTRACT SERVICES	26370	NAVARROS TOWING SERVICE
593459	07/08/2021	$96,726.67	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
593460	07/08/2021	$3,750.00	CONTRACT SERVICES	75730	THE NYHART COMPANY
593461	07/08/2021	$10.76	SUPPLIES	3150	SANDRA OLIVAS
593462	07/08/2021	$8,425.00	CONTRACT SERVICES	61370	PADILLA & ASSOCIATES INC
593463	07/08/2021	$2,775.00	CDBG-CV	2577	PARK VICTORIA APARTMENTS LLC
593464	07/08/2021	$1,314.00	CONTRACT SERVICES	54240	PDQ ENTERPRISES INC
593465	07/08/2021	$142.24	SUPPLIES	3198	SUSAN PEEBLES
593466	07/08/2021	$1,273.03	FUEL	19700	SYNCHRONY BANK
593467	07/08/2021	$74.77	SUPPLIES	56260	PRUDENTIAL OVERALL SUPPLY
593468	07/08/2021	$250.00	CONTRACT SERVICES	3233	PUEPKE CONSULTING
593469	07/08/2021	$4,696.95	CONTRACT SERVICES	3199	PYRAMID MERIDEN INC

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593470	07/08/2021	$45.00	CREDIT-DEBIT CARD TRANSACTION FEES	3227	ERIKA QUEZADA
593471	07/08/2021	$126,800.00	CONTRACT SERVICES	3044	RANGWALA ASSOCIATES
593472	07/08/2021	$183.10	VEHICLE MAINTENANCE/EXPENSES	3095	RUSH TRUCK CENTERS OF CALIFORNIA INC
593473	07/08/2021	$196.25	CONTRACT SERVICES	51850	SECURITY SIGNAL DEVICES INC
593474	07/08/2021	$1,034.45	SUPPLIES	2686	THE SHERWIN-WILLIAMS CO
593475	07/08/2021	$137.63	PERMITS AND FEES	28240	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
593476	07/08/2021	$1,362.33	VEHICLE MAINTENANCE/EXPENSES	168	SOUTHERN COACH MFG CO INC
593477	07/08/2021	$381.49	SUPPLIES	3145	SUPERIOR GROCERS
593478	07/08/2021	$70.00	PARKS AND RECREATION	3228	VIJAYA KUMA SWARNA
593479	07/08/2021	$3,495.36	UTILITY SERVICES	526	T-MOBILE USA INC
593480	07/08/2021	$4,820.00	CDBG-CV	3223	AURORA TAYLOR
593481	07/08/2021	$692.92	VEHICLE MAINTENANCE/EXPENSES	3110	TOMAS ALVARADO
593482	07/08/2021	$26,354.17	CONTRACT SERVICES	3187	TRISTAR RISK MANAGEMENT
593483	07/08/2021	$7,217.44	COPIER REPAIR/SERVICES	2747	US BANK EQUIPMENT FINANCE
593484	07/08/2021	$1,195.00	CONTRACT SERVICES	2786	UL LLC
593485	07/08/2021	$1,467.91	SUPPLIES	45120	ULINE INC
593486	07/08/2021	$2,585.80	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
593487	07/08/2021	$251.10	VEHICLE MAINTENANCE/EXPENSES	2701	VARGAS DIESEL INC
593488	07/08/2021	$573.94	UTILITY SERVICES	23610	VERIZON WIRELESS
593489	07/08/2021	$644.24	CONTRACT SERVICES	47600	VORTEX INDUSTRIES
593490	07/08/2021	$3,244.24	SUPPLIES	3088	WAXIES ENTERPRISES LLC
593491	07/08/2021	$62,646.00	CONTRACT SERVICES	40860	WEST COAST ARBORISTS INC
593492	07/08/2021	$1,141.00	CONTRACT SERVICES	71170	YOUNG ELECTRIC SIGN COMPANY
593493	07/08/2021	$59.03	UTILITY SERVICES	1732	AT&T CORP
593494	07/08/2021	$687.78	UTILITY SERVICES	2257	AIRESPRING INC
593495	07/08/2021	$532.04	UTILITY SERVICES	39550	AT&T
593496	07/08/2021	$12,145.38	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593497	07/08/2021	$819.87	UTILITY SERVICES	2467	FUSION CLOUD SERVICES LLC
593498	07/08/2021	$3,659.71	DUES & SUBSCRIPTIONS	56240	LOS ANGELES COUNTY DEPT OF AUDITOR-CONTROLLER
593499	07/08/2021	$2,891.06	COPIER REPAIR/SERVICES	28440	LOS ANGELES COUNTY TAX COLLECTOR
593500	07/08/2021	$17,109.52	UTILITY SERVICES	4760	MONTEBELLO LAND & WATER CO
593501	07/08/2021	$44.28	UTILITY SERVICES	100	PICO WATER DISTRICT
593502	07/08/2021	$86,595.29	UTILITY SERVICES	14730	SAN GABRIEL VALLEY WATER CO

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593503	07/08/2021	$13,633.31	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593504	07/08/2021	$8,589.92	UTILITY SERVICES	23610	VERIZON WIRELESS
593505	07/08/2021	$250.88	TRAINING	3151	ERIK RODRIGUEZ
593506	07/08/2021	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
593507	07/08/2021	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
593508	07/08/2021	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
593509	07/08/2021	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
593510	07/08/2021	$40.00	CARPOOL INCENTIVE	61470	ERIKA L ANDRADE
593511	07/13/2021	$150.00	CONTRACT SERVICES	34760	CALIFORNIA STATE CONTROLLERS OFFICE
593512	07/15/2021	$8,489.81	SUPPLIES	1670	ADAMSON POLICE PRODUCTS
593513	07/15/2021	$624.09	VEHICLE MAINTENANCE/EXPENSES	74990	AUTOZONE INC
593514	07/15/2021	$33,738.32	MISCELLANEOUS EXPENSE	13240	BANKCARD CENTER
593515	07/15/2021	$209.08	SUPPLIES	159	BOUND TREE MEDICAL LLC
593516	07/15/2021	$1,300.00	TRAVEL & MEETINGS	55	CALIFORNIA CONTRACT CITIES ASSOC
593517	07/15/2021	$353.84	SUPPLIES	26080	L N CURTIS & SONS
593518	07/15/2021	$6,574.26	VEHICLE MAINTENANCE/EXPENSES	75340	DELTA MOTOR COMPANY INC
593519	07/15/2021	$29,952.00	CONTRACT SERVICES	30170	CITY OF DOWNEY
593520	07/15/2021	$1,454.92	CONTRACT SERVICES	3207	DUST COLLECTOR SERVICES INC
593521	07/15/2021	$7,715.00	CONTRACT SERVICES	3215	EVAN BROOKS ASSOCIATES INC
593522	07/15/2021	$2,388.55	VEHICLE MAINTENANCE/EXPENSES	29160	FORD OF MONTEBELLO
593523	07/15/2021	$7,296.03	CONTRACT SERVICES	33460	GOODYEAR TIRE & RUBBER COMPANY
593524	07/15/2021	$527.79	MACHINERY & EQUIPMENTS	9470	GRAINGER INC
593525	07/15/2021	$282.99	VEHICLE MAINTENANCE/EXPENSES	30190	IB AUTO PARTS INC
593526	07/15/2021	$300.00	CONTRACT SERVICES	48120	HINDERLITER DE LLAMAS & ASSOCIATES
593527	07/15/2021	$2,843.85	MISCELLANEOUS EXPENSE	48400	HOME DEPOT CREDIT SERVICES
593528	07/15/2021	$16,104.56	CONTRACT SERVICES	1122	SOUTHERN CALIFORNIA HOUSING RIGHTS CENTER
593529	07/15/2021	$1,535.40	VEHICLE MAINTENANCE/EXPENSES	4100	I & R AUTO BODY & PAINT
593530	07/15/2021	$3,712.50	SAFETY PROGRAM	1169	JCM AND ASSOCIATES INC
593531	07/15/2021	$5,250.00	CONTRACT SERVICES	3135	KAL KRISHNAN CONSULTING SERVICES INC
593532	07/15/2021	$4,139.54	TRAINING	3238	LAKE ARROWHEAD RESORT & SPA
593533	07/15/2021	$2,646.00	CONTRACT SERVICES	1585	DR ANGELICA LOZA-GOMEZ MD PC
593534	07/15/2021	$401.00	CONTRACT SERVICES	74640	MISSION LINEN SUPPLY
593535	07/15/2021	$410.41	VEHICLE MAINTENANCE/EXPENSES	54300	SHAK ENTERPRISES INC

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593536	07/15/2021	$15,000.00	CONTRACT SERVICES	14890	MONTEBELLO TOWN CENTER INVESTORS LLC
593537	07/15/2021	$3,645.95	VEHICLE MAINTENANCE/EXPENSES	2480	SOCAL AUTO & TRUCK PARTS INC
593538	07/15/2021	$1,396.42	CDBG-CV	3237	NATIONSTAR MORTGAGE HOLDINGS INC
593539	07/15/2021	$1,541.54	VEHICLE MAINTENANCE/EXPENSES	60710	THE AFTERMARKET PARTS COMPANY LLC
593540	07/15/2021	$41,098.20	CONTRACT SERVICES	42180	PCAM LLC
593541	07/15/2021	$7,156.40	PREVENTIVE MAINTENANCE	3176	PHILLIP S SISNEROS JR
593542	07/15/2021	$189.75	CONTRACT SERVICES	9270	TANK SPECIALIST OF CALIFORNIA
593543	07/15/2021	$2,459.00	CONTRACT SERVICES	3030	HENRY S DAVID
593544	07/15/2021	$12.47	DUES & SUBSCRIPTIONS	41430	THOMSON REUTERS - WEST
593545	07/15/2021	$5,062.50	CONTRACT SERVICES	37	US SECURITY ASSOCIATES INC
593546	07/15/2021	$477.05	OTHER GROUP INSURANCE PAYABLE	58990	VISION SERVICE PLAN
593547	07/15/2021	$175.30	VEHICLE MAINTENANCE/EXPENSES	25860	WAYNE HARMEIER INC
593548	07/15/2021	$2,753.49	SUPPLIES	67320	WINZER CORPORATION
593549	07/15/2021	$450.00	TRAINING	49660	RUBEN ZABALA
593550	07/15/2021	$2,318.96	UTILITY SERVICES	39550	AT&T
593551	07/15/2021	$4.67	UTILITY SERVICES	39550	AT&T
593552	07/15/2021	$72.75	UTILITY SERVICES	73760	AT&T TELECONFERENCE SERVICES
593553	07/15/2021	$96.22	UTILITY SERVICES	47580	CALIFORNIA WATER SERVICE COMPANY
593554	07/15/2021	$938.22	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593555	07/15/2021	$5,226.47	UTILITY SERVICES	55830	CHARTER COMMUNICATIONS
593556	07/15/2021	$10,330.08	UTILITY SERVICES	51430	SOUTH MONTEBELLO IRRIGATION DISTRICT
593557	07/15/2021	$42,189.37	UTILITY SERVICES	45630	SOUTHERN CALIFORNIA EDISON
593558	07/15/2021	$25,951.23	FUEL INVENTORY	40520	SOUTHERN CALIFORNIA GAS CO
593559	07/15/2021	$2,415.95	UTILITY SERVICES	72570	US TELEPACIFIC CORP
593560	07/15/2021	$75.00	PERMITS AND FEES	485	LOS ANGELES COUNTY CLERK
	CHECK TOTAL	**$2,815,477.11**			

6093 - Successor Agency

4	06/17/2021	$3,397.50	CONTRACT SERVICES	16120	ALVAREZ-GLASMAN & COLVIN
		$3,397.50			
	GRAND TOTAL	**$4,272,227.34**			